

*The English text is an unofficial translation. In case of any discrepancies between the Swedish text and the English translation, the Swedish text shall prevail.*

**Minutes from the extraordinary  
general meeting in Qlife Holding  
AB, Reg. No. 559224-8040, on 24  
March 2023 at 13.00 p.m. in Hel-  
singborg**

**0. Opening of the meeting**

The chairman of the board of directors, Mette Gross, opened the meeting.

**1. Election of chairman of the meeting**

The chairman of the board of directors, Mette Gross, was elected as chairman of the meeting in accordance with the proposal of the board of directors. Kasper Boel Rousøe was assigned to keep the minutes.

Furthermore, the meeting resolved that guests, primarily shareholders who have their shares trustee registered, shareholders who did not notify the company of their intention to participate in the meeting on time and certain employees, were allowed to attend the meeting as audience.

**2. Preparation and approval of the voting register**

The register of present shareholders, proxies, assistants and other attendees according to **Schedule 1** was prepared.

The above-mentioned register according to Schedule 1 of present shareholders, proxies, assistants and other attendees was approved as voting register of the meeting.

**3. Approval of the agenda**

The proposed agenda as set out in the notice to attend the meeting, **Schedule 2**, was presented and approved as the agenda for the meeting.

**4. Election of one or two persons to verify the minutes**

It was resolved that the minutes shall be verified by one person. Christopher Lee Dahm was elected as such person to verify the minutes.

**5. Determination as to whether the meeting has been duly convened**

It was noted that the notice to attend the meeting, in accordance with the articles of association and the provisions of the Swedish Companies Act (*Sw. aktiebolagslagen (2005:551)*), had been inserted in the Swedish Official Gazette (*Sw. Post- och Inrikes Tidningar*) on 22 February 2023, that the notice to attend the meeting had been available at the company's website since 16 February 2023, and that the advert regarding the notice to attend the meeting had been inserted in Svenska Dagbladet on 22 February 2023.

The meeting was declared duly convened.

**6. Resolution on amendment of the Articles of Association**

The chairman presented the proposal from the board of directors regarding amendment of the company's Articles of Association as set out in **Schedule 3**, and that the proposal and the documents in their entirety have been available at the company's office and its website since 16 February 2023. In addition, the proposal has been available at today's meeting and has been sent to the shareholders who requested it. Shareholders were given the opportunity to ask questions due to the proposal.

It was thereafter resolved in accordance with the proposal in Schedule 3. It was noted that the resolution was unanimous.

**7. Resolution on approval of the board of directors' resolution on rights issue of units**

The chairman presented the proposal from the board of directors regarding approval of the board of directors' resolution on rights issue of units as set out in **Schedule 4**, ancillary documents pursuant to Chap. 13, Sec. 6 and Chap. 14, Sec. 8 of the Swedish Companies Act, and that the proposal and the documents in their entirety have been available at the company's office and its website since 16 February 2023. In addition, the proposal has been available at today's meeting and has been sent to the shareholders who requested it. Shareholders were given the opportunity to ask questions due to the proposal.

It was thereafter resolved in accordance with Schedule 4. It was noted that the resolution was unanimous.

**8. Resolution on authorization for the board of directors to resolve on issues**

The chairman presented the proposal from the board of directors regarding authorization for the board of directors to resolve on issues as set out in **Schedule 5**, and that the proposal and the documents in their entirety have been available at the company's office and its website since 16 February 2023. In addition, the proposal has been available at today's meeting and has been sent to the shareholders who requested it. Shareholders were given the opportunity to ask questions due to the proposal.

It was thereafter resolved in accordance with Schedule 5. It was noted that the resolution was unanimous.

**9. Closing of the meeting**

The chairman of the meeting declared the meeting closed.

---

*(Signature page follows)*

In fidem:



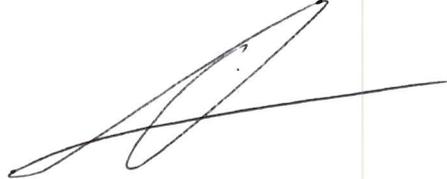
Kasper Boel Rousøe

Confirmed by:



Mette Gross  
(Chairman)

Christopher Lee Dahm



## **Schedule 1**

## Röstlängd vid extra bolagsstämma i Qlife Holding AB den 24 mars 2023

Namn (person/företag)	Ombud	Biträde	Aktie-/röstinnehav	Totalt innehav (i procent)	Innehav representerat på stämman (i procent)
Warthoe af 1967 ApS	Mette Gross		1.521.053	6,59%	83,06%
John Moll	Mette Gross		169.474	0,73%	9,25%
Holm Investment AB	Mette Gross		140.766	0,61%	7,69%
<b>Totalt</b>			<b>1.831.293</b>	<b>7,94%</b>	<b>100,00%</b>

<b>Totalt antal utestående aktier</b>	<b>23.072.536</b>
<b>Aktier/röster närvaro i prc</b>	<b>7,94%</b>

### Övriga närvarande

Kasper Boel Rousøe	Qlife Holding AB
Christopher Lee Dahm	Qlife Holding AB

## Schedule 2

### **Proposed agenda**

0. Opening of the meeting.
1. Election of chairman of the meeting.
2. Preparation and approval of the voting register.
3. Approval of the agenda.
4. Election of one or two persons to verify the minutes.
5. Determination as to whether the meeting has been duly convened.
  
6. Resolution on amendment of the Articles of Association.
7. Resolution on approval of the board of directors' resolution on rights issue of units.
8. Resolution on authorization for the board of directors to resolve on issues.
9. Closing of the meeting.

### **Schedule 3**

## Proposal on amendment of the Articles of Association

In order to enable the rights issue of units that is proposed to be approved under item 7 at the meeting (the “**Rights Issue**”), the board of directors of Qlife Holding AB, Reg. No. 559224-8040, proposes that the extraordinary general meeting on 24 March 2023 resolves to amend the company’s Articles of Association by adopting new limits for the share capital and the number of shares. The board of directors has prepared three proposals for amendments to the Articles of Association, Alternative A, Alternative B and Alternative C. Only one of the alternatives is intended to be registered with the Swedish Companies Registration Office (*Sw. Bolagsverket*). Which alternative that is registered depends on how many shares and warrants that are subscribed for and paid in the Rights Issue.

The board of directors is proposed to be authorized to register the company’s new Articles of Association in accordance with one of Alternative A, Alternative B or Alternative C, based on what the board of directors, considering the outcome of the Rights Issue, deems most appropriate. Therefore, the meeting is proposed to resolve on alternatives, but only one of the alternatives will ultimately be registered with the Swedish Companies Registration Office.

### **Amendments to the Articles of Association according to Alternative A**

#### **§4 Share capital**

##### *Current wording*

The share capital shall not be less than SEK 1,200,000 and shall not exceed SEK 4,800,000.

##### *Proposed wording*

The share capital shall not be less than SEK 28,000,000 and shall not exceed SEK 112,000,000.

#### **§5 Number of shares**

##### *Current wording*

The number of shares shall not be less than 15,000,000 and shall not exceed 60,000,000.

##### *Proposed wording*

The number of shares shall not be less than 350,000,000 and shall not exceed 1,400,000,000.

### **Amendments to the Articles of Association according to Alternative B**

#### **§4 Share capital**

##### *Current wording*

The share capital shall not be less than SEK 1,200,000 and shall not exceed SEK 4,800,000.

##### *Proposed wording*

The share capital shall not be less than SEK 32,000,000 and shall not exceed SEK 128,000,000.

#### **§5 Number of shares**

##### *Current wording*

The number of shares shall not be less than 15,000,000 and shall not exceed 60,000,000.

*Proposed wording*

The number of shares shall not be less than 400,000,000 and shall not exceed 1,600,000,000.

### **Amendments to the Articles of Association according to Alternative C**

#### **§4 Share capital**

*Current wording*

The share capital shall not be less than SEK 1,200,000 and shall not exceed SEK 4,800,000.

*Proposed wording*

The share capital shall not be less than SEK 40,000,000 and shall not exceed SEK 160,000,000.

#### **§5 Number of shares**

*Current wording*

The number of shares shall not be less than 15,000,000 and shall not exceed 60,000,000.

*Proposed wording*

The number of shares shall not be less than 500,000,000 and shall not exceed 2,000,000,000.

---

The meeting's resolution in accordance with the board of directors' proposals under Alternative A-C shall be resolved upon as one joint resolution.

The resolution on amendment of the Articles of Association presupposes and is conditional on the meeting resolving to approve the board of directors' resolution on rights issue of units, as well as the board of directors' proposal on authorization for the board of directors to resolve on issues, in accordance with the board of directors' proposal to the meeting.

---

The company's CEO shall be authorized to make such minor formal adjustments of the resolution as might be necessary in connection with registration with the Swedish Companies Registration Office (*Sw. Bolagsverket*).

For a valid resolution, the proposal has to be supported by shareholders representing at least two-thirds of the votes cast as well as of all shares represented at the extraordinary general meeting.

---

Helsingborg on 16 February 2023

The Board of Directors of Qlife Holding AB (publ)

## **ARTICLES OF ASSOCIATION**

### **§1 Company name**

The name of the company is Qlife Holding AB. The company is a public company (publ).

### **§2 Registered office of the board of directors**

The registered office for the board of directors shall be Helsingborg.

### **§3 Object of the company's business**

The company shall, directly or indirectly, conduct research, development, manufacturing, marketing and sales of medical devices and conduct other activities compatible therewith.

### **§4 Share capital**

The share capital shall not be less than SEK 28,000,000 and shall not exceed SEK 112,000,000.

### **§5 Number of shares**

The number of shares shall not be less than 350,000,000 and shall not exceed 1,400,000,000.

### **§6 Board of directors**

The board of directors shall, to the extent appointed by the general meeting, be composed of not less than 3 and not more than 8 members.

### **§7 Auditor**

The company shall have not less than 1 and not more than 2 auditors with not more than 2 deputy auditors. As auditor and, when applicable, deputy auditor, an authorized public accountant or a registered accounting firm shall be appointed.

### **§8 Place of general meeting**

General meetings shall be held in Helsingborg or in Malmö.

### **§9 Notice**

Notice convening a general meeting shall be made by announcement in the Swedish Official Gazette (*Sw. Post och Inrikes Tidningar*) and by making the notice available on the company's website. It shall further be announced in *Svenska Dagbladet* that a notice has been made.

Shareholders wishing to participate in the general meetings must notify participation to the company no later than on the date specified in the notice. This date may not be a Sunday, other public holiday, Saturday, Midsummer's Eve, Christmas Eve or New Year's Eve and may not occur earlier than the fifth weekday before the general meeting. A shareholder may be

accompanied by advisors at a general meeting only if the shareholder notifies the number of advisors to the company in accordance with the procedure prescribed for notification of shareholders' intention to participate in the general meeting.

## **§10 Annual general meeting**

The following matters shall be addressed at the annual general meeting:

1. Election of a chairman of the meeting.
2. Preparation and approval of the voting register.
3. Approval of the agenda.
4. Election of one or two persons to verify the minutes.
5. Determination as to whether the meeting has been duly convened.
6. Presentation of the annual report and the auditor's report and, if applicable, the consolidated annual report and the auditor's report on the consolidated annual report.
7. Resolution:
  - (a) in respect of the adoption of the profit and loss statement and the balance sheet and, if applicable, the consolidated profit and loss statement and the consolidated balance sheet;
  - (b) in respect of the allocation of the company's profits or losses as set forth in the adopted balance sheet; and
  - (c) in respect of discharge from liability of the board members and the managing director.
8. Determination of the number of board members, auditors and deputy auditors.
9. Determination of fees for the board of directors and fees for the auditors.
10. Election of board of directors and auditors.
11. Any other matter which rests with the general meeting in accordance with the Swedish Companies Act or the company's articles of association.

## **§11 Financial year**

The financial year of the company shall be calendar year.

## **§12 Record day provision**

The company's shares shall be registered in a record day register pursuant to the Swedish Central Securities Depositories and Financial Instruments Act (SFS 1998:1479).

---

## **ARTICLES OF ASSOCIATION**

### **§1 Company name**

The name of the company is Qlife Holding AB. The company is a public company (publ).

### **§2 Registered office of the board of directors**

The registered office for the board of directors shall be Helsingborg.

### **§3 Object of the company's business**

The company shall, directly or indirectly, conduct research, development, manufacturing, marketing and sales of medical devices and conduct other activities compatible therewith.

### **§4 Share capital**

The share capital shall not be less than SEK 32,000,000 and shall not exceed SEK 128,000,000.

### **§5 Number of shares**

The number of shares shall not be less than 400,000,000 and shall not exceed 1,600,000,000.

### **§6 Board of directors**

The board of directors shall, to the extent appointed by the general meeting, be composed of not less than 3 and not more than 8 members.

### **§7 Auditor**

The company shall have not less than 1 and not more than 2 auditors with not more than 2 deputy auditors. As auditor and, when applicable, deputy auditor, an authorized public accountant or a registered accounting firm shall be appointed.

### **§8 Place of general meeting**

General meetings shall be held in Helsingborg or in Malmö.

### **§9 Notice**

Notice convening a general meeting shall be made by announcement in the Swedish Official Gazette (*Sw. Post och Inrikes Tidningar*) and by making the notice available on the company's website. It shall further be announced in *Svenska Dagbladet* that a notice has been made.

Shareholders wishing to participate in the general meetings must notify participation to the company no later than on the date specified in the notice. This date may not be a Sunday, other public holiday, Saturday, Midsummer's Eve, Christmas Eve or New Year's Eve and may not occur earlier than the fifth weekday before the general meeting. A shareholder may be

accompanied by advisors at a general meeting only if the shareholder notifies the number of advisors to the company in accordance with the procedure prescribed for notification of shareholders' intention to participate in the general meeting.

## **§10 Annual general meeting**

The following matters shall be addressed at the annual general meeting:

12. Election of a chairman of the meeting.
13. Preparation and approval of the voting register.
14. Approval of the agenda.
15. Election of one or two persons to verify the minutes.
16. Determination as to whether the meeting has been duly convened.
17. Presentation of the annual report and the auditor's report and, if applicable, the consolidated annual report and the auditor's report on the consolidated annual report.
18. Resolution:
  - (a) in respect of the adoption of the profit and loss statement and the balance sheet and, if applicable, the consolidated profit and loss statement and the consolidated balance sheet;
  - (b) in respect of the allocation of the company's profits or losses as set forth in the adopted balance sheet; and
  - (c) in respect of discharge from liability of the board members and the managing director.
19. Determination of the number of board members, auditors and deputy auditors.
20. Determination of fees for the board of directors and fees for the auditors.
21. Election of board of directors and auditors.
22. Any other matter which rests with the general meeting in accordance with the Swedish Companies Act or the company's articles of association.

## **§11 Financial year**

The financial year of the company shall be calendar year.

## **§12 Record day provision**

The company's shares shall be registered in a record day register pursuant to the Swedish Central Securities Depositories and Financial Instruments Act (SFS 1998:1479).

---

## **ARTICLES OF ASSOCIATION**

### **§1 Company name**

The name of the company is Qlife Holding AB. The company is a public company (publ).

### **§2 Registered office of the board of directors**

The registered office for the board of directors shall be Helsingborg.

### **§3 Object of the company's business**

The company shall, directly or indirectly, conduct research, development, manufacturing, marketing and sales of medical devices and conduct other activities compatible therewith.

### **§4 Share capital**

The share capital shall not be less than SEK 40,000,000 and shall not exceed SEK 160,000,000.

### **§5 Number of shares**

The number of shares shall not be less than 500,000,000 and shall not exceed 2,000,000,000.

### **§6 Board of directors**

The board of directors shall, to the extent appointed by the general meeting, be composed of not less than 3 and not more than 8 members.

### **§7 Auditor**

The company shall have not less than 1 and not more than 2 auditors with not more than 2 deputy auditors. As auditor and, when applicable, deputy auditor, an authorized public accountant or a registered accounting firm shall be appointed.

### **§8 Place of general meeting**

General meetings shall be held in Helsingborg or in Malmö.

### **§9 Notice**

Notice convening a general meeting shall be made by announcement in the Swedish Official Gazette (*Sw. Post och Inrikes Tidningar*) and by making the notice available on the company's website. It shall further be announced in *Svenska Dagbladet* that a notice has been made.

Shareholders wishing to participate in the general meetings must notify participation to the company no later than on the date specified in the notice. This date may not be a Sunday, other public holiday, Saturday, Midsummer's Eve, Christmas Eve or New Year's Eve and may not occur earlier than the fifth weekday before the general meeting. A shareholder may be

accompanied by advisors at a general meeting only if the shareholder notifies the number of advisors to the company in accordance with the procedure prescribed for notification of shareholders' intention to participate in the general meeting.

## **§10 Annual general meeting**

The following matters shall be addressed at the annual general meeting:

23. Election of a chairman of the meeting.
24. Preparation and approval of the voting register.
25. Approval of the agenda.
26. Election of one or two persons to verify the minutes.
27. Determination as to whether the meeting has been duly convened.
28. Presentation of the annual report and the auditor's report and, if applicable, the consolidated annual report and the auditor's report on the consolidated annual report.
29. Resolution:
  - (a) in respect of the adoption of the profit and loss statement and the balance sheet and, if applicable, the consolidated profit and loss statement and the consolidated balance sheet;
  - (b) in respect of the allocation of the company's profits or losses as set forth in the adopted balance sheet; and
  - (c) in respect of discharge from liability of the board members and the managing director.
30. Determination of the number of board members, auditors and deputy auditors.
31. Determination of fees for the board of directors and fees for the auditors.
32. Election of board of directors and auditors.
33. Any other matter which rests with the general meeting in accordance with the Swedish Companies Act or the company's articles of association.

## **§11 Financial year**

The financial year of the company shall be calendar year.

## **§12 Record day provision**

The company's shares shall be registered in a record day register pursuant to the Swedish Central Securities Depositories and Financial Instruments Act (SFS 1998:1479).

---

## **Schedule 4**

## Resolution on rights issue of units subject to approval by the extraordinary shareholders' meeting

The board of directors of Qlife Holding AB, Reg. No. 559224-8040, hereby resolves, subject to approval by the extraordinary shareholders' meeting on 24 March 2023, to issue a maximum of 576,813,400 units consisting of shares and warrants in accordance with the following conditions:

1. Each unit consists of one (1) new share and one (1) warrant series TO 3 (“**TO 3**”). In total, the issue comprises a maximum of 576,813,400 shares and a maximum of 576,813,400 TO 3.
2. The subscription price shall be SEK 0.1. Any amount exceeding the quotient value of the shares shall be added to the free share premium reserve. The warrants are issued without consideration.
3. Subscription of units with preferential rights shall be made by exercise of unit rights. The right to receive unit rights for subscription of units with preferential rights shall vest in those who, on the record date, are registered as shareholders and thereby are allotted unit rights in relation to their shareholding as of the record date.
4. The record date for receipt of unit rights and the right to participate in the issue with preferential rights shall be 5 April 2023.
5. Each existing share entitles to twenty-five (25) unit rights and one (1) unit right entitles to subscription of one (1) unit.
6. If not all units are subscribed for by exercise of unit rights, allotment of the remaining units shall be made within the highest amount of the issue:
  - (i) *firstly*, to those who have subscribed for units by exercise of unit rights (regardless of whether they were shareholders on the record date or not) and who have applied for subscription of units without exercise of unit rights and if allotment to these cannot be made in full, allotment shall be made pro rata in relation to the number of unit rights that each and every one of those, who have applied for subscription of units without exercise of unit rights, have exercised for subscription of units;

- (ii) *secondly*, to those who have applied for subscription of units without exercise of unit rights and if allotment to these cannot be made in full, allotment shall be made pro rata in relation to the number of units the subscriber in total has applied for subscription of units; and
- (iii) *thirdly*, to those who have provided underwriting commitments regarding subscription of units, in proportion to such underwriting commitments.

To the extent that allotment in any section above cannot be done pro rata, allotment shall be determined by drawing of lots.

7. Subscription of units by exercise of unit rights shall be made through cash payment during the time period from and including 11 April 2023 up to and including 25 April 2023. Subscription of units through payment means that the subscriber authorizes an issuing agent engaged by the company to execute subscription on a subscription list regarding the number of free-of-charge warrants that the subscribed units consist of.

Subscription of units without exercise of unit rights shall be made on a separate subscription list during the same time period as subscription by exercise of unit rights shall be made. Payment for units subscribed for without exercise of unit rights is to be made no later than the third banking day after notice on the allotment has been sent to the subscriber through promissory note.

The board of directors shall have the right to prolong the time period for subscription and payment.

8. Subscription can only be made in units and thus not by shares or warrants individually. Allotment may only be made in units. However, after the issue, the shares and warrants will be separated.
9. The shares issued in connection with the rights issue convey right to dividends as from the first record date for dividends occurring after the issue resolution.
10. For TO 3 and the exercise of the subscription right, the terms and conditions set out in the attached appendix for the warrants series TO 3 in Qlife Holding AB (**Appendix A**) applies. The terms and conditions states inter alia:
  - (a) that one (1) TO 3 entitles the right to acquire one (1) new share in the company against cash consideration amounting to SEK 0.11 per share. Any

amount exceeding the quotient value of the shares shall be added to the free share premium reserve.

- (b) that the subscription price and the number of shares that each TO 3 entitles right to subscribe for may be subject to recalculation in accordance with Clause 8 of the terms and conditions;
  - (c) that the warrants may be exercised during the period from and including 11 September 2023 up to and including 29 September 2023;
  - (d) that the period when the subscription right may be exercised may be brought forward or postponed in accordance with Clause 8 of the terms and conditions; and
  - (e) that the shares issued upon exercise of warrants shall confer right to dividends in accordance with Clause 7 of the terms and conditions.
11. Upon full subscription of all shares that are issued in the rights issue, the share capital will increase with a maximum of SEK 46,145,072.
  12. Upon full subscription of all warrants series TO 3 that are issued in the rights issue, the share capital will increase with a maximum of SEK 46,145,072.
  13. The resolution presupposes and is conditional on that the meeting resolves to approve the board of directors' resolution on authorization for the board of directors to resolve on issues, as well as the board of directors' proposal on resolution to amend the Articles of Association in accordance with the board of directors' proposal to the meeting.
  14. The company's CEO shall be authorized to make such minor formal adjustments of the issue resolution as might be necessary in connection with registration with the Swedish Companies Registration Office (*Sw. Bolagsverket*) or Euroclear Sweden AB.
  15. Documents pursuant to Chapter 13, Section 6 and Chapter 14, Section 8 of the Swedish Companies Act (2005:551) have been prepared.

---

Helsingborg on 16 February 2023

The Board of Directors of Qlife Holding AB (publ)

## **Terms and conditions for warrants series TO 3 in Qlife Holding AB**

### **1. Definitions**

In these terms and conditions:

“the bank”	means the bank or account keeping institute retained by the company from time to time to manage certain tasks pursuant to, or provided for by, these terms and conditions.
“banking day”	means a day that is not a Saturday, Sunday or another public holiday in Sweden, or which as regards the payment of promissory notes is not equated with a public holiday in Sweden.
“the Companies Act”	means the Swedish Companies Act ( <i>Sw. aktiebolagslagen (2005:551)</i> ).
“the company”	means Qlife Holding AB, Reg. No. 559224-8040.
“market quotation”	means, in relation to any shares, securities or other rights, that the relevant shares, securities or rights are listed on a stock exchange, authorised market place, regulated market or a similar market place.
“securities account”	means a securities account ( <i>Sw. värdepapperskonto</i> (‘avstämningskonto’)) with Euroclear on which the respective warrant holders’ holdings of warrants are registered or, as the case may be, shares in the company issued pursuant to subscription are to be registered.
“subscription”	means subscription, upon exercise of warrants, for new shares in the company in exchange for cash payment in accordance with these terms and conditions.

“subscription period”	means the period during which subscription can be made according to these terms and conditions.
“subscription price”	means the price at which subscription can be effected according to these terms and conditions.
“Euroclear”	means the Swedish central securities depository Euroclear Sweden AB.
“warrant”	means a right to subscribe for new shares in the company in exchange for cash payment in accordance with these terms and conditions.
“warrant holder”	means the person registered as holder of a warrant on a securities account.

## **2. Number of warrants, registrations etc.**

The total number of warrants amounts to the maximum number that follows from the relevant issue resolution.

The warrants shall be registered by Euroclear in a securities register pursuant to the Swedish Central Securities Depositories and Financial Instruments Act (*Sw. lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*). Thus, no physical warrant certificates will be issued. The warrants will on behalf of the warrant holders be registered on their respective securities accounts. Registrations relating to the warrants in connection with measures pursuant to Clauses 6, 8 or 12 below will be effected by the company through the account keeping institute retained by the company from time to time to procure such registration. A warrant holder’s request for other registration shall be made to the account keeping institute with which the warrant holder has opened its securities account.

The company undertakes to effectuate subscriptions in accordance with these terms and conditions.

**3. Right to subscribe for new shares**

One (1) TO 3 entitles the right to acquire one (1) new share in the company against cash consideration amounting to SEK 0.11 per share. Any amount exceeding the quotient value of the shares shall be added to the free share premium reserve.

The subscription price as well as the number of shares that each warrant confers right to subscribe for can be subject to adjustment in accordance with the provisions of Clause 8 below. If the application of these provisions should result in a subscription price lower than the quotient value at that time of the then outstanding shares, the subscription price shall instead equal the quotient value at that time of the then outstanding shares.

**4. Subscription**

Subscription may only be made during the period from and including 11 September 2023 up to and including 29 September 2023.

The subscription period can be brought forward or postponed in accordance with the provisions of Clause 8 below.

Subscription may only be made for the whole number of shares that the total number of warrants, which are registered on the same securities account and which are exercised by the same warrant holder at one and the same time, confer the right to subscribe for.

Subscription is made by submitting an application form (subscription list) in the form stipulated and provided by the company or the bank, duly completed and signed, to the company or the bank at the address specified in the application form.

Should such application form (subscription list) not have been received by the company or the bank within the subscription period, the warrants shall lapse.

Subscription is binding and may not be revoked.

**5. Payment**

Payment for the number of shares for which the subscription relates shall be made simultaneously with the subscription. The payment shall be made in cash to the bank account specified in the application form (subscription list).

**6. Effectuation of subscription**

Subscription is effected following subscription and payment made in accordance with Clauses 4 and 5 above. Any fractions of warrants that may not be exercised for subscription pursuant to the third paragraph of Clause 4 above will then be disregarded from. Such fractions shall lapse upon subscription.

Subscription is effected through a resolution of the board of directors of the company to allot the new shares to the warrant holder, whereafter the new shares are recorded in the company's share ledger (which is kept by Euroclear) and on the warrant holder's securities account as interim shares. Following completion of registration with the Swedish Companies Registration Office (*Sw. Bolagsverket*), the recordings of the new shares in the share ledger and on the securities account become final.

As stated in Clause 8 below, subscription may in certain cases be effected only after a certain date, and with the application of a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for.

**7. Dividends on new shares**

A share issued pursuant to subscription confers right to dividends from the first record date for dividends that occurs following effectuation of the subscription to such extent that the share has been recorded as interim share in the company's share ledger.

**8. Recalculation of subscription price and number of shares, etc.**

**8.1 Bonus issue**

If the company effects a bonus issue, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the bonus issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the bonus issue.

If the bonus issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the issue resolution. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the number of shares in the company prior to the bonus issue)} / \text{(the number of shares in the company after the bonus issue)}$$
$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \text{(the number of shares in the company after the bonus issue)} / \text{(the number of shares in the company prior to the bonus issue)}$$

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the record date of the bonus issue. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and do not confer right to participate in the bonus issue.

## 8.2 Consolidation or split-up

If the company effects a consolidation or split-up of its shares, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the consolidation or split-up at the latest shall be effected after the resolution on the consolidation or split-up of the shareholders' meeting.

Shares issued pursuant to subscription effected after the consolidation or split-up resolution are not affected by the consolidation or split-up.

If the consolidation or split-up is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the consolidation or split-up resolution. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the number of shares in the company prior to the consolidation or split-up)} / \text{(the number of shares in the company after the consolidation or split-up)}$$

*(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x (the number of shares in the company after the consolidation or split-up) / (the number of shares in the company prior to the consolidation or split-up)*

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the consolidation or split-up resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the consolidation or split-up having been registered with Euro-clear. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and are not affected by the consolidation or split-up.

### **8.3 New issue of shares**

If the company effects a new issue of shares with preferential rights for the shareholders to subscribe for the new shares against cash payment or payment by way of set-off, the following shall apply as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription:

- (a) If the issue is resolved by the board of directors subject to the approval of the shareholders' meeting or pursuant to prior authorisation by the shareholders' meeting, then the latest date on which subscription shall have been effected in order for a share issued pursuant to subscription to confer right to participate in the issue shall be stated in the issue resolution. Such date may not fall earlier than on the tenth calendar day after public disclosure of the board of directors' issue resolution. Subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the said date at the latest shall be effected after that date.

Shares issued pursuant to subscription effected after the above-mentioned date do not confer right to participate in the new issue.

- (b) If the issue is resolved by the shareholders' meeting, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the

company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the new issue.

If the new issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the new issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price"))} / ((\text{the average share price}) + \text{(the theoretical value of the subscription right ("the value of the subscription right"))))$$
$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times ((\text{the average price of the share}) + \text{(the value of the subscription right)}) / \text{(the average share price)}$$

The average share price shall be deemed to equal the average of the mean of the highest and lowest prices paid for the share each trading day during the subscription period fixed pursuant to the issue resolution according to the exchange list on which the share is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

The value of the subscription right shall be calculated in accordance with the following formula, provided that the value of the subscription right shall be deemed to be zero if the resulting value is negative:

$$\text{(the value of the subscription right)} = \text{(the maximum number of new shares that can be issued according to the issue resolution)} \times ((\text{the average share price}) - \text{(the subscription price for each new share)}) / \text{(the number of shares in the company prior to the new issue)}$$

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the

expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

#### 8.4 Issue of warrants or convertibles

If the company effects an issue of warrants (share options) or convertibles with preferential rights for the shareholders to subscribe for such warrants or convertibles against cash payment or payment by way of set-off or, as regards warrants, without payment, the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply analogously as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription.

If the issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \left( \frac{\text{(the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price"))}}{\text{(the average share price)} + \text{(the theoretical value of the subscription right ("the value of the subscription right"))}} \right)$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \left( \frac{\text{(the average share price)} + \text{(the value of the subscription right)}}{\text{(the average share price)}} \right)$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

If the subscription right is subject to market quotation, the value of the subscription right shall be deemed to equal the average of the mean of the highest and lowest prices paid for the subscription right each trading day during the subscription period fixed pursuant to the issue resolution according to the exchange

list on which the subscription right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

If the subscription right is not subject to market quotation, the value of the subscription right shall be determined 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 issue.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

#### **8.5 Certain other offers to the shareholders**

If the company in other cases than those contemplated by Clauses 8.1–8.4 above (i) effects an offer to the shareholders, with preferential rights for the shareholders according to the principles of Chap. 13 Sec. 1 paragraph 1 of the Companies Act, to purchase any securities or rights from the company, or (ii) distributes to the shareholders, pursuant to such preferential right, any such securities or rights, (in both cases “the offer”), the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply analogously as regards effectuation of subscription and the right to participate in the offer conferred by shares issued pursuant to subscription.

If the offer is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the offer. The recalculations shall be made by the company in accordance with the following formulas:

*(recalculated subscription price) = (previous subscription price) x (the average market price of the share during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution (“the average share price”)) / ((the average share price) + (the theoretical value of the right to participate in the offer (“the value of the purchase right”)))*

*(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x ((the average share price) + (the value of the purchase right)) / (the average share price)*

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

If the shareholders receive purchase rights and these are subject to market quotation, the value of the purchase right shall be deemed to equal the average of the mean of the highest and lowest prices paid for the purchase right each trading day during the acceptance period of the offer according to the exchange list on which the purchase right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, but the securities or rights being the subject of the offer either are already subject to market quotation or become subject to market quotation in connection with the offer, the value of the purchase right shall be deemed to equal (i) if the securities or rights are already subject to market quotation, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution according to the exchange list on which the security or right is primarily quoted, less any consideration payable for them in connection with the offer, or (ii) if the securities or rights become subject to market quotation in connection with the offer, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the period of 25 trading days starting on the first day of such market quotation according to the exchange list on which the security or right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation. When the value of the purchase right shall be determined pursuant to (ii)

of this paragraph, then in the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with the above formulas the average share price shall relate to the 25-trading day period mentioned in (ii) of this paragraph instead of the period mentioned in the above formulas.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, and the securities or rights being the subject of the offer neither already are subject to market quotation nor become subject to market quotation in connection with the offer, the value of the purchase right shall to the extent possible be determined 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.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the period during which the average share price shall be calculated for the above recalculations at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

#### **8.6 Equal treatment of warrant holders and shareholders**

If the company effects a measure contemplated by Clauses 8.3–8.5 above, the company may, in its sole discretion, offer all the warrant holders the same preferential right as the shareholders to participate in the issue as offer. In such a case, notwithstanding that subscription has not been made or effected, each warrant holder shall be deemed to be the owner of such number of shares as the warrant holder would have received if subscription would have been made and effected according to the subscription price and the number of shares that each warrant confers right to subscribe for that would have applied if subscription would have been effected at such date, that shares issued pursuant to such subscription would have conferred right to participate in the relevant issue or offer.

If the company offers the warrant holders preferential right according to the previous paragraph, no recalculation of the subscription price or the number of

share that each warrant confers right to subscribe for shall be made pursuant to Clauses 8.3- 8.5 above or Clause 8.9 below in connection with the issue or offer.

#### **8.7 Extraordinary dividends**

If the company pays cash dividends to the shareholders with an amount per share that, together with other cash dividends paid during the same financial year, exceeds fifteen per cent of the average market price for the share during a period of 25 trading days immediately prior to the day when the board of directors of the company announces its intention to propose such dividends to the shareholders' meeting (which average market price shall be calculated in accordance with the provisions in Clause 8.3 above), subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the dividends at the latest shall be effected after the resolution on the dividends of the shareholders' meeting.

Shares issued pursuant to subscription effected after the dividend resolution do not confer right to receive any part of the dividend.

If the payment of the dividends is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to receive any part of the dividends. The recalculations shall be based on the part of the aggregate cash dividends per share that exceeds fifteen per cent of the company's average market price during the above mentioned period (the "extraordinary dividend") and be made by the company in accordance with the following formulas:

$$\begin{aligned} (\text{recalculated subscription price}) &= (\text{previous subscription price}) \times (\text{the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without dividend ("the average share price")}) \\ &/ ((\text{the average share price}) + (\text{the extraordinary dividend paid per share})) \\ (\text{recalculated number of shares that each warrant confers right to subscribe for}) &= (\text{the previous number of shares that each warrant confers right to subscribe for}) \times ((\text{the average share price}) + (\text{the extraordinary dividend paid per share})) / (\text{the average share price}) \end{aligned}$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the above-mentioned 25-trading day period at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

#### **8.8 Reduction of the share capital etc.**

If the company effects a reduction of its share capital with repayment to the shareholders (with or without redemption of shares), and such reduction is compulsory, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the reduction at the latest shall be effected only after the resolution on the reduction of the shareholders' meeting.

Shares issued pursuant to subscription effected after the reduction resolution do not confer right to receive any part of the repayment and are not affected by the redemption (if any).

If the reduction is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the reduction resolution. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \left( \frac{\text{(the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without right to repayment ("the average share price"))}}{\text{(the average share price)} + \text{(the actual amount repaid per share)}} \right)$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \left( \frac{\text{(the average share price)}}{\text{(the average share price)} + \text{(the actual amount repaid per share)}} \right)$$

If the reduction is carried out through redemption of shares, then instead of using the actual amount repaid per share in the above-mentioned recalculation of the subscription price and the number of shares each warrant confers right to subscribe for, a calculated amount repaid per share determined as follows shall be applied:

$$\text{(calculated amount repaid per share)} = \frac{\text{(the actual amount repaid per share)} - \text{(the average market price of the share during the period of 25 trading days immediately preceding the day on which the share is quoted without right to participate in the reduction ("the average share price"))}{\text{(the number of shares in the company which entitle to the reduction of one share)} - 1}$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the latest 25-trading days period applicable for the above recalculations to occur at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to receive any amount of the repayment nor affected by the redemption (if any).

If the company effects (i) a reduction of its share capital with repayment to the shareholders through redemption of shares, and such reduction is not compulsory, or (ii) a re-purchase of shares in the company (without effecting a reduction of its share capital), and where, in the opinion of the company, such reduction or re-purchase due to its technical structure and financial effects is equivalent to a compulsory reduction, the above provisions in this Clause 8.8 shall apply and a recalculation of the subscription price and the number of shares to which each warrant confers right to subscribe for shall be made, to the extent possible, in accordance with the principles set forth in this Clause 8.8.

## **8.9 Recalculations if the company's shares are not subject to market quotation**

8.9.1 If the company effects a measure contemplated by Clauses 8.3–8.5 or 8.8 above or Clause 8.14 below and none of the company's shares are subject to market

quotation at the time of such measure, the said provisions shall apply, provided that the recalculation of the subscription price and number of shares that each warrant confers right to subscribe for shall be made by the company, to the extent possible, in accordance with the principles set forth in such Clause 8.3–8.5 or 8.8 above or Clause 8.14 below as is applicable and based on the assumption that the value of the warrants shall be left unchanged.

- 8.9.2 In case none of the company's shares are subject to market quotation, the following shall apply instead of the corresponding provisions in Clause 8.7 above. If the company pays cash dividends to the shareholders with an amount per share that, together with other cash dividends paid during the same financial year, exceeds 50 per cent of the company's profits after tax according to established profit and loss accounts or, as applicable, consolidated profit and loss accounts, for the financial year immediately preceding the year in which the dividend is resolved, subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the dividends at the latest shall be effected after the resolution on the dividends of the shareholders' meeting.

Shares issued pursuant to subscription effected after the dividend resolution do not confer right to receive any part of the dividend.

If the payment of the dividends is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to receive any part of the dividends. The recalculations shall be based on the part of the aggregate cash dividends per share that exceeds 50 per cent of the company's above mentioned profits after tax (the "extraordinary dividend") and shall be made by the company, to the extent possible, in accordance with the principles set forth in such Clause 8.7 above and based on the assumption that the value of the warrants shall be left unchanged.

#### **8.10 Alternative recalculation method**

If the company effects any measure contemplated by Clauses 8.1– 8.5 or 8.7 - 8.8 above or Clause 8.14 below and if, in the company's opinion, application of the recalculation formulas established for such measure, taking into account the technical framework of such measure or other reasons, could not be made or would result in the warrant holders receiving, in relation to the shareholders, economic compensation that is not reasonable, the company shall make the re-

calculation of the subscription price and the number of shares to which each warrant confers right to subscribe for in such a manner as the company determines is appropriate to ensure that the recalculation gives a reasonable result.

#### **8.11 Rounding off**

In the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with this Clause 8, the subscription price shall be rounded off to the nearest ten öre (SEK 0.10) where any SEK 0.05 shall be rounded upwards, and the number of shares shall be rounded off upwards to two decimals.

#### **8.12 Compulsory acquisition**

If shares in the company become subject to compulsory acquisition proceedings, the right to subscribe and to have subscription effected is regulated by the provisions of Chap. 22 of the Companies Act.

#### **8.13 Merger**

If (i) the shareholders' meeting resolves to approve a merger plan pursuant to which the company shall dissolve into another company or (ii) the board of directors of the company resolves that the company shall dissolve into its parent company, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscriptions ceases with the resolution of the shareholders' meeting or with the resolution of the board of directors, as applicable.

If the merger is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 60 calendar days prior to the shareholders' meeting to consider the approval of a merger plan or the board meeting to consider the company's dissolution into its parent company, as appropriate, the warrant holders shall be notified of the contemplated merger. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved to approve the merger plan or the board of directors having resolved that the company shall dissolve into its parent company, as appropriate, and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscriptions effected from the date of the notice referred to in the previous paragraph, provided that such subscription can be effected to such extent that shares issued

pursuant to the subscription can be recorded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the approval of the merger plan or the board meeting to consider the company's dissolution into its parent company, as appropriate.

#### **8.14 De-merger**

8.14.1 If the shareholders' meeting resolves to approve a de-merger plan pursuant to which the company shall be divided through transfer of only certain of the company's assets and liabilities to one or several other companies, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the tenth calendar day prior to the shareholders' meeting to consider the approval of the de-merger plan at the latest shall be effected after the resolution on the approval of the de-merger plan of the shareholders' meeting.

Shares issued pursuant to subscription effected after the resolution on the approval of the de-merger plan do not confer right to receive any part of the de-merger contribution.

If the de-merger plan is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the resolution on the approval of the de-merger plan. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \left( \frac{\text{(the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without right to de-merger consideration ("the average share price"))}}{\text{(the average share price)} + \text{(the value of the de-merger consideration paid per share)}} \right)$$
$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \left( \frac{\text{(the average share price)} + \text{(the value of the de-merger consideration paid per share)}}{\text{(the average share price)}} \right)$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3above.

To the extent the de-merger consideration consists of shares or other securities that are subject to market quotation in connection with the de-merger, the value of the de-merger consideration shall be deemed to equal the average of the mean

of the highest and lowest prices paid for such shares or other securities each trading day during the above-mentioned 25-trading day period according to the exchange list on which such shares or others securities are primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

To the extent the de-merger consideration consists of shares or other securities that are not subject to market quotation, but such shares or other securities become subject to market quotation in connection with the de-merger, the value of the de-merger consideration shall be deemed to equal the average of the mean of the highest and lowest prices paid for such shares or other security each trading day during the 25-trading day period starting on the first day of such market quotation according to the exchange list on which the share or other security is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation. When the value of any portion of the de-merger consideration shall be determined pursuant to this paragraph, then in the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with the above formulas the average share price shall relate to the 25-trading day period mentioned in this paragraph instead of the period mentioned in the above formulas.

To the extent the de-merger consideration consists of shares or other securities that are not subject to market quotation, and these shares or other securities do not become subject to market quotation in connection with the de-merger, the value of the de-merger consideration shall to the extent possible be determined based upon the change in the market value of the company's shares which, according to an independent valuer retained by the company, may be deemed to have occurred as a consequence of the de-merger.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the 25-trading day period during which the average market price of the share shall be calculated for the above recalculations at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a

note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to receive any part of the de-merger consideration.

- 8.14.2 If the shareholders' meeting resolves to approve a de-merger plan pursuant to which the company shall be divided through transfer of all of the company's assets and liabilities to two or more other companies, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscriptions ceases with the resolution of the shareholders' meeting.

If the de-merger is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 60 calendar days prior to the shareholders' meeting to consider the approval of a de-merger plan, the warrant holders shall be notified of the contemplated de-merger. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved to approve the de-merger plan and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscription effected from the date of the above-mentioned notice, provided that such subscription can be effected to such extent that shares issued pursuant to the subscription can be re-corded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the approval of the de-merger plan.

## **8.15 Winding-up**

If it is resolved that the company shall be wound-up, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the winding-up resolution, regardless of the grounds for the resolution and whether the same shall have gained legal force.

If the winding-up is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 30 calendar days prior to the shareholders' meeting to consider a voluntary winding-up pursuant to Chap. 25 Sec. 1 of the Companies Act, the warrant holders shall be notified of the contemplated winding-up. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved that the company shall be wound-up and

also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscriptions effected from the date of the above-mentioned notice, provided that such subscription can be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the winding-up.

#### **8.16 Bankruptcy**

If a court of law declares the company bankrupt, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the bankruptcy order, regardless of the grounds for the order and whether the same shall have gained legal force.

If the bankruptcy order is revoked, subscription may again be made and effected in accordance with these terms and conditions.

#### **9. Special covenant of the company**

The company undertakes not to take any measure contemplated by Clause 8 above that would result in a recalculated subscription price lower than the quotient value at that time of the then outstanding shares.

#### **10. Nominee**

If a warrant is registered with a nominee pursuant to Chap. 5 Sec. 14 of the Companies Act, such nominee shall be regarded as the warrant holder upon application of these terms and conditions.

#### **11. Notices**

Notices concerning the warrants shall be sent by regular mail to each warrant holder and any other rights holder registered for warrants at the securities account or be publically announced by the company through press release.

#### **12. Variation**

The company shall be entitled to vary these terms and conditions to the extent required by legislation, decisions of courts of law or authorities, or if it otherwise, in the opinion of the company, is deemed necessary or expedient for practical

reasons and provided that the rights of the warrant holders are in no way prejudiced. The warrant holders shall, without undue delay, be notified of the resolved changes.

**13. Confidentiality**

None of the company, the bank and Euroclear may without necessary authorisation disclose information regarding the warrant holders to any third party.

The company is entitled to transparency in securities register at Euroclear regarding the warrants, whereas i.a. it is stated who is registered for warrants, personal or other identification number, postal address and the number of warrants.

**14. Limitation of liability**

With respect to the actions incumbent on the company, the bank or Euroclear, none of the company, the bank and Euroclear – in the case of Euroclear, subject to the provisions of the Swedish Act on Account Keeping of Financial Instruments – 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 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.

**15. Language**

In the event of any discrepancy between the English and Swedish language versions of these terms and conditions, the Swedish language version shall prevail.

**16. Dispute resolution and applicable law**

Any dispute, controversy or claim arising out of or in connection with these terms and conditions, or any legal issues relating thereto, shall be settled by the ordinary courts of Sweden with the District Court of Helsingborg (*Sw.* Helsingborgs tingsrätt) as the court of first instance.

These terms and conditions and thereto related legal issues shall be governed by and construed in accordance with Swedish law.

---

## Schedule 5

## **Proposal for resolution on authorization for the board of directors to resolve on new issues**

The board of directors of Qlife Holding AB, Reg. No. 559224-8040, proposes that the extraordinary general meeting on 24 March 2023 resolves to authorize the board of directors in accordance with the following.

1. The board of directors shall be authorized, at one occasion, during the period up until the next annual general meeting, to resolve on a new issue of additional units consisting of shares and warrants in the event of over-subscription in the rights issue of units that the board of directors resolved upon on 16 February 2023, and which is proposed to be approved according to the board of directors' proposal to the meeting (the "**Rights Issue**"). The issue can be made with or without provisions regarding payment in cash, set-off or other provisions. The authorization can only be used to carry out a so called "over-allotment issue". The total number of shares and warrants that may be issued pursuant to the authorization under this item 1 shall not exceed 50,000,000 shares and 50,000,000 warrants. The right to subscribe for the new shares and warrants shall, with deviation from the shareholders' preferential rights, primarily vest with strategic and professional investors which have subscribed for units in the Rights Issue without receiving full allotment. An issue resolved upon in accordance with this item 1 shall be made on the same main terms as in the Rights Issue. The purpose of the authorization and the reason for the deviation from the shareholders' preferential rights under this item 1 is to be able to satisfy any over-subscription in the Rights Issue and thereby provide the company with additional capital contributions and strategic and professional investors and to provide the opportunity for increased distribution in the company's share.
  2. In order to enable new issues of units consisting of shares and warrants as guarantee compensation to persons who have entered into guarantee commitments (the "**Guarantors**") to secure the Rights Issue, the board of directors shall, on one or more occasions, during the period up until the next annual general meeting, with deviation from the shareholders' preferential rights and with or without provisions regarding payment in cash, set-off or other provisions, be authorized to resolve on new issues of shares and warrants to the Guarantors. Upon exercise of the authorization under this item 2, the subscription price for units shall be the same as in the Rights Issue. The purpose of the authorization and the reason for the deviation from the shareholders' preferential rights under this item 2 is to be able to carry out an issue of units as guarantee compensation to the Guarantors. The number of shares and warrants that may be issued pursuant to the authorization may not exceed the total number of shares and warrants corresponding to the agreed guarantee compensation that the company shall pay to the Guarantors.
-

The remaining issue terms in accordance with the items above shall be determined by the board of directors.

The meeting's resolution in accordance with the board of directors' proposal under items 1 and 2 above shall be resolved upon as one joint resolution. The resolution presupposes and is conditional on the meeting resolving to approve the board of directors' resolution on rights issue of units, as well as the board of directors' proposal on amendment of the Articles of Association in accordance with the board of directors' proposal to the meeting.

---

The company's CEO shall be authorized to make such minor formal adjustments of the resolution as might be necessary in connection with registration with the Swedish Companies Registration Office (*Sw. Bolagsverket*).

For a valid resolution, the proposal has to be supported by shareholders representing at least two-thirds of the votes cast as well as of all shares represented at the extraordinary general meeting.

---

Helsingborg on 16 February 2023

The Board of Directors of Qlife Holding AB (publ)