

The board of directors' of Abliva AB (publ) resolution on a directed issue of convertibles (item 6)

Subject to the approval by the general meeting, the board of directors of Abliva AB (publ), Reg. No. 556595-6538 (the “**Company**”), resolves that the Company raise a convertible loan in a nominal amount not exceeding SEK 26,000,000 through a directed issue of convertible bonds (the “**Convertible Bond 2021/2022**”). The following terms and conditions shall apply to the issue, whereby any defined terms shall have the meaning as set out in the terms and conditions of the convertible bonds, **Appendix A** (the “**Terms and Conditions**”).

1. The terms and conditions applicable to the convertible bonds are those set out in this resolution and as further set out in the Terms and Conditions. The Terms and Conditions have been drafted and executed in Swedish and thereafter translated into English. In case of any discrepancies between the Swedish language version and the English language version, the Swedish language version shall prevail.
2. Entitled to subscribe for the convertible bonds in the issue shall be the major shareholders Hadean Capital I AS and HVentures Capital I AB, both funds managed by Hadean Ventures. The board of directors believes that it is advantageous for the Company and for the Company's owners to capitalize on the flexibility to raise capital on favourable terms and in a timely and cost-effective manner from the major shareholders. The board of directors therefore believes that the issue, which is made with deviation from the shareholders' pre-emptive rights, will promote value creation for all shareholders of the Company. The convertible loan is subject to a set-up fee by the Company to the holders of the convertible bonds equal to 3.95 per cent of the total loan amount (the “**Set-up fee**”).
3. The nominal amount of the convertible bonds shall be SEK 100,000 or multiples thereof. The convertible loan amount carries an annual compounded interest rate of ten (10.0) per cent.
4. The subscription price shall be equal to the nominal amount of the convertible bonds with the deduction of the Set-up fee. Hence, the subscription price shall be 96.05 per cent of the nominal amount of the convertible bonds. The Set-up fee, the subscription price, the conversion rate and the interest rate have been determined based on the Company's shares listed market price and the convertible loan's value after negotiations with the subscriber and following the recommendations from an independent investment bank.
5. Subscription through payment for the convertible bonds shall take place within fifteen (15) banking days of the date of the general meeting approving the resolution to issue the convertible bonds. The board of directors shall be entitled to extend the subscription and the payment period.
6. Holders of the convertible bonds are entitled to convert all or part of the loan amount, together with any accrued interest, according to Convertible Bond 2021/2022 into shares in the Company in accordance with the Terms and Conditions on the date of the board of directors' resolution or the shareholders' meeting's resolution, or within 5 banking days thereafter of a forthcoming new issue of shares in the Company, however, at the earliest on the date of the general meeting approving the resolution to issue the convertible bonds, at a conversion price corresponding to the subscription price in the Company's forthcoming new issue of shares, however, not less than SEK 0.2. Should the Company not resolve on a new issue of shares prior to 22 May 2022, the convertible bonds may be converted into shares at the recorded

Execution version

volume-weighted average price of the Company's shares on Nasdaq Stockholm during a period of 10 days prior to the date of the request for conversion, however, not less than SEK 0.2, or the holder may request repayment of all or part of the loan amount at any time thereafter, however, no later than two weeks prior to the Convertible Bond 2021/2022 falls due on the date twelve (12) month from the subscription date (to the extent conversion has not taken place before such date). The conversion price may be subject to adjustment in certain circumstances as set out in the Terms and Conditions.

7. In the event of voluntary or involuntary liquidation (Sw. likvidation) of the Company or bankruptcy (Sw. konkurs) of the Company, the right to receive payment under the Convertible Bond 2021/2022 shall be subordinated to all non-subordinated debts.
8. In case of full conversion of the bonds on the last day for conversion, the issue entails an increase of the share capital of not more than SEK 6,500,000 excluding conversion of accrued interest. Upon conversion of the capital amount, accrued interest will however also be converted. Provided that conversion occurs on the last day for conversion, the issue entails an increase of the share capital of not more than SEK 7,103,505. At conversion of the bonds to shares, the amount exceeding the quota value shall be transferred to the unrestricted share premium reserve.
9. Shares which have been issued as a consequence of conversion shall entitle to dividends for the first time on the record date for dividends occurring after registration of the new shares.
10. The Company's CFO, or a person appointed by the board of directors, is authorized to make those minor adjustments of the resolution which may be required in connection with the registration of the issue at the Swedish Companies Registration Office or Euroclear.

The board of directors' report and the auditor's statement pursuant to Chapter 15, Section 8 of the Swedish Companies Act have been issued and, together with the other documents required pursuant to the Swedish Companies Act, held available at the Company's head office.

For a valid resolution, the proposal is required to be supported by shareholders representing at least nine tenths of both the votes cast and the shares represented at the general meeting.

Lund in December 2021

Abliva AB (publ)

The board of directors