

The Board of Directors' proposal regarding a) implementation of the Employee Stock Option Program 2024/2030 to the CEO, b) directed issue of warrants to subsidiary, and c) approval of transfer of warrants (item 14)

The Board of Directors of Abliva AB, reg. no. 556595-6538, (the "**Company**") proposes that the Annual General Meeting resolves a) to implement the Employee Stock Option Program 2024/2030, b) on a directed issue of warrants to Abliva Incentive AB, reg. no. 559283-6869, (the "**Subsidiary**") in order to fulfil the obligations under the Employee Stock Option Program 2024/2030, and c) to approve the transfer of warrants in the Company on the terms set forth below ("**Employee Stock Option Program 2024/2030**").

The Board of Directors considers it important and in the best interest of all the shareholders that the CEO of the Company, which is considered important for the Company's development, has 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, as well as to increase the participant's motivation and affinity with the Company and its shareholders.

a) Employee Stock Option Program 2024/2030

The Board of Directors proposes that the Annual General Meeting resolves to implement the Employee Stock Option Program 2024/2030 in accordance with the following main terms:

1. The maximum aggregate number of common shares that can be issued pursuant to stock options under the Employee Stock Option Program shall be 25,000,000.
2. The stock options shall be offered to the CEO of the Company without consideration.
3. Each stock option confers the holder a right to acquire one new share in the Company against an exercise price corresponding to 100 percent of the volume weighted average price for the Company's shares during the period from 13 May 2024 up to and including 23 May 2024, however, not less than the fair market value of the Company's share, established by an independent valuation, at the date of the allotment of the stock option. The exercise price and number of shares that each stock option confers right to acquire may be recalculated in the event of certain corporate transactions, including a consolidation or share split, etc., in accordance with the terms of the Employee Stock Option Program and applicable law.
4. Allotment of the stock options to the participant shall take place on 30 May 2024, with a right for the Board of Directors to prolong the time limit. However, all stock options must be allotted on the same day.
5. The allotted stock options will be vested over a four-year period in accordance with the following:
 - a. 1/4 of the allotted stock options, or a proportion thereof, will be vested on 1 June 2025, provided that the participant is still employed within the group as of the mentioned date;
 - b. 1/4 of the allotted stock options, or a proportion thereof, will be vested on 1 June 2026, provided that the participant is still employed within the group as of the mentioned date;

- c. 1/4 of the allotted stock options, or a proportion thereof, will be vested on 1 June 2027, provided that the participant is still employed within the group as of the mentioned date; and
- d. 1/4 of the allotted stock options, or a proportion thereof, will be vested on 1 June 2028, provided that the participant is still employed within the group as of the mentioned date.

No other performance criteria for vesting shall apply given the development phase of the Company and the market conditions for remuneration to US senior executives.

- 6. If the participant ceases to be an employee before a vesting date, the already vested stock options may be exercised at the ordinary time for exercise as described below, but further vesting will not take place.
- 7. The holder can exercise vested stock options during the period from 1 June 2027 to 1 June 2030 in accordance with the terms for the stock options. The Board of Directors has the right to limit the number of dates for delivery of shares during the exercise period.
- 8. The stock options shall only be exercisable by the holder during the holder's lifetime and shall not be able to be transferred or pledged or otherwise disposed of by the holder. However, in the event of the participant's death, the rights constituted by vested stock options shall accrue to the beneficiaries of the holder of the stock options, by will or by the laws of descent and distribution.
- 9. Participation in the Employee Stock Option Program 2024/2030 requires that such participation is in accordance with applicable laws, as well as that such participation can be executed with reasonable administrative costs and financial efforts according to the Company's assessment.
- 10. The stock options shall be governed by a written plan document and separate award agreement with the participant. The Board of Directors shall be responsible for the preparation and management of the Employee Stock Option Program 2024/2030 within the above mentioned main terms. The Board of Directors has the right to, within the framework of the agreement with the participant, make the reasonable changes and adjustments of the terms and conditions of the stock options that are deemed suitable or appropriate as a result of local employment law or tax law or administrative conditions. The Board of Directors also has the right to advance vesting and the timing of exercise of stock options, in certain cases, such as in the case of a public takeover bid, certain changes in ownership of the Company, liquidation, merger and similar measures. Finally, the Board of Directors has the right to, in extraordinary cases, limit the scope of, or prematurely terminate, Employee Stock Option Program 2024/2030 in whole or in part.

In view of the above mentioned terms, the size of the allotment and other circumstances, the Board of Directors considers the proposed stock option program to be balanced and favourable for the Company and its shareholders.

b) Directed issue of warrants to the Subsidiary

In order to enable the Company's delivery of shares under the Employee Stock Option Program 2024/2030, the Board of Directors proposes that the Annual General Meeting resolves on a directed issue of not more than 25,000,000 warrants of series 2024/2030:1. Each warrant confers a right to

acquire one new share in the Company. The issue shall be made with deviation from the shareholders' preferential rights and on the following terms.

1. The warrants shall, with deviation from the shareholders' preferential rights, only be able to be subscribed for by the Company's wholly owned Subsidiary.
 2. The warrants shall be issued without consideration.
 3. The reason for the deviation from the shareholders' preferential rights is that the warrants are a part of the implementation of the Employee Stock Option Program 2024/2030.
 4. The warrants shall be subscribed for by 30 May 2024 at the latest on a separate subscription list. The Board of Directors shall have the right to extend the subscription period.
 5. Each warrant confers the holder a right to subscribe for one (1) new share in the Company against an exercise price corresponding to 100 percent of the volume weighted average price for the Company's shares during the period from 13 May 2024 up to and including 23 May 2024, however, not less than the fair market value of the Company's share, established by an independent valuation, at the date of the allotment of the stock option, all of which shall be allotted on the same day. The subscription price shall never be less than the quota value of the share. Upon subscription of shares, the part of the subscription price that exceeds the quotient value at the time of the then outstanding shares, shall be allocated to the non-restricted share premium fund.
 6. The warrants may be exercised for subscription of new shares during the time period from the registration of the warrants with the Swedish Companies Registration Office (Sw. Bolagsverket) up to and including 1 June 2030.
 7. The full terms and conditions for the warrants are set forth in the terms and conditions for warrants 2024/2030:1 (the "**Terms and Conditions for warrants 2024/2030:1 in Abliva AB**"), **Appendix 1**. According to the Terms and Conditions for warrants 2024/2030:1 in Abliva AB the subscription price and the number of shares which each warrant confers right to subscribe for may be recalculated in the event of a bonus issue, reverse share split or share split, new issue, issue of warrants or convertibles and under some other circumstances. Further, the period for exercising the warrants may be brought forward in some cases.
 8. The Company's share capital can increase with SEK 1,250,000, provided that the warrants are fully exercised (with reservation for any recalculation in accordance with the Terms and Conditions for warrants 2024/2030:1 in Abliva AB).
 9. The newly subscribed shares shall confer entitlement to dividends for the first time on the next record day for dividends which occurs after the subscription has been registered with the Swedish Companies Registration Office (Sw. Bolagsverket) and the shares has been entered into the Euroclear Sweden AB's share register.
 10. The CFO, or anyone appointed by the Board of Directors, shall be authorized to make such minor adjustments of the resolution which may be required for registration with the Swedish Companies Registration Office (Sw. Bolagsverket) or Euroclear Sweden AB.
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c) Approval of transfer of warrants

The Board of Directors proposes that the Annual General Meeting resolves to approve that the Subsidiary may transfer warrants to the participant of the Employee Stock Option Program 2024/2030 without consideration in connection with exercise of the stock options in accordance with the terms set out in item a) above, or in any other way dispose of the warrants in order to be able to secure the Company's commitments in relation to the Employee Stock Option Program 2024/2030.

Dilution and information about other incentive programs

Per the day of this proposal there are 1,056,299,165 shares in the Company which entitles to one vote each. The Board of Directors resolved on a rights issue on 22 February 2024. The resolution was approved by the EGM on 26 March 2024. Through the rights issue, the number of shares in the Company will increase with up to a maximum of 288,081,588 number of shares. If all warrants issued within Employee Stock Option Program 2024/2030 are exercised for subscription of shares, the number of shares and votes in the Company will increase with 25,000,000 (with reservation for any recalculation in accordance with the Terms and Conditions for warrants 2024/2030:1 in Abliva AB), which corresponds to a dilution of approximately 1.83 percent of the number of shares and votes in the Company. The dilution effects have been calculated as the number of additional shares and votes in relation to the number of shares and votes following the rights issue plus the number of additional shares and votes.

Taking into account also the shares which may be issued pursuant to previously implemented incentive programs in the Company as well as the proposed incentive programs for the management and employees and for certain board members to the Annual General Meeting, the maximum dilution amounts to 5.27 percent on a fully diluted basis. The Board of Directors has decided to cancel the warrants within Employee Stock Option Program 2021/2025. The calculation of the dilution effects is made based on the cancelation of warrants within Employee Stock Option Program 2021/2025. The dilution effects have been calculated as the number of additional shares and votes in relation to the number of shares and votes following the rights issue plus the number of additional shares and votes. The dilution is only expected to have a marginal effect on the Company's key performance indicator "Earnings (loss) per share".

A description of the Company's other share related incentive programs can be found in the Company's 2023 annual report and on the Company's website. Aside from the programs described therein, no other share related incentive programs exist in the Company.

Financing

The Board of Directors has considered different financing methods for transfer of shares under the Employee Stock Option Program 2024/2030 such as acquisition and transfer of treasury stock and an equity swap agreement with a third party. The Board of Directors considers that a directed issue of warrants to a subsidiary without consideration is the most cost efficient and flexible method to transfer shares under the Employee Stock Option Program 2024/2030. Since the costs for the Company in connection with an equity swap agreement will be significantly higher than the costs in connection with transfer of warrants, the main alternative is that the financial exposure is secured by transfer of warrants and that an equity swap agreement with a third party is an alternative in the event that the required majority for approval is not reached.

Preliminary valuation, costs and effects on key figures

The Board of Directors assesses that Employee Stock Option Program 2024/2030 will entail costs in the form of costs in accordance with IFRS2. No costs in the form of social security contributions are expected to arise. Based on (i) the assumption that 100 percent of the options in Employee Stock Option Program 2024/2030 will be allotted, (ii) that all 25,000,000 stock options may vest, meaning that full vesting take place, the estimated accounting costs for the options amounts to approximately a total of MSEK 2.0 during the time period 2024-2028, based on the actual value of the options at the time of calculation. The options do not have a market value since they are not transferable. However, Öhrlings PricewaterhouseCoopers AB has, as an independent valuation institute, calculated a theoretical value of the options in accordance with the Black & Scholes formula. Based on an assumed share price of SEK 0.16, an assumed exercise price of SEK 0.16, a term of 6 years, a risk-free interest rate of 2.43 percent and an assumed volatility of 50 percent, the value has been calculated to approximately SEK 0.08 per option. The total cost for Employee Stock Option Program 2024/2030 will be distributed over the years 2024-2028. Since 1/4 of the options may vest per year, the cost will be distributed more towards the front of the four-year term. Should the program had been introduced in 2021 instead, it is calculated that the effects on the key figure earnings per share for full year 2021 would have been immaterial. It shall be noted that all calculations above are preliminary, based on assumptions and are only intended to provide an illustration of what costs Employee Stock Option Program 2024/2030 may entail. Actual costs may therefore deviate from what has been stated above.

Preparation of the proposal

The proposal for resolution on the implementation of Employee Stock Option Program 2024/2030 and the proposals for resolutions according to item b) and c) above, have been prepared by the Remuneration Committee and the Board of Directors together with external advisors.

Majority requirements

The resolution regarding issue of warrants and approval of transfer of warrants in item b) and c) above is subject to the provisions in Chapter 16 of the Swedish Companies Act, and a valid resolution hence 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.

Lund in April 2024

Abliva AB (publ)

The Board of Directors

Appendix 1

TERMS AND CONDITIONS FOR WARRANTS 2024/2030:1 IN ABLIVA AB

§ 1 Definitions

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

“Share” or “Shares”	Share or shares in the Company.
“banking day”	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.
“the Bank”	The bank or account-operating institute retained by the Company from time to time to manage certain tasks pursuant to these terms and conditions.
“the Company”	Abliva AB, reg. no. 556595-6538.
“Euroclear”	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).
“holder”	Holder of a warrant.
“market quotation”	Trade on a regulated market or other organized market place.
“subscription”	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).
“warrant”	The right to subscribe for Shares in the Company against payment in cash pursuant to these terms and conditions.
“subscription price”	The price per Share at which subscription for new Shares may occur.

§ 2 Warrants

The number of warrants amounts to a maximum of 25,000,000.

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 English version is an in-house translation. In the event of any discrepancy between the Swedish and the English version, the Swedish version will take precedence.

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 100 percent of the volume-weighted average price for the Company's Share on Nasdaq Stockholm from 13 May 2024 up to and including 23 May 2024, however, not less than the fair market value of the Company's Share, established by an independent valuation, at the date of the allocation of the stock option, all of which shall be allotted on the same day. The subscription price shall 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 of new Shares may be made during the period from the registration of the warrants with the Swedish Companies Registration Office up to and including 1 June 2030 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:

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

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

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:

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

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

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:

$$\text{the value of a subscription right} = \frac{\text{the maximum number of new Shares which may be issued pursuant to the issue resolution x (the average Share price – the issue price for the new Share)}}{\text{the number of Shares prior to the issue resolution}}$$

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.

- 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:

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

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

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-emption 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:

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

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

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:

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

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

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:

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

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, becomes the owner of more than 30 percent of the shares or votes in the Company (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 Stockholm, 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 or decisions of authorities, 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.
