

TERMS AND CONDITIONS FOR WARRANTS 2021/2024:B REGARDING SUBSCRIPTION FOR NEW SHARES IN QLEANAIR HOLDING AB

1. Definitions

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

”Companies Act”	the Swedish Companies Act (SFS 2005:551);
”business day”	a day which is not a Saturday, Sunday or other public holiday or, with respect to the payment of promissory notes, is not equated with a public holiday in Sweden;
”Bank”	the bank or account operator which the Company at each time has appointed to handle the administration of the warrants in accordance with these terms and conditions;
”Company”	QleanAir Holding AB, reg. no. 556879-4548;
”Euroclear”	Euroclear Sweden AB, reg. no. 556112-8074;
”listing”	listing of shares in the Company on a regulated market or other organized marketplace;
”warrant holder”	a person holding warrant(s);
”subscription”	subscription of shares in the Company through exercise of warrants in accordance with Chapter 14 of the Companies Act;
”subscription price”	the price at which subscription for the new shares may take place through exercise of warrants;
”warrant”	the right to subscribe for one new ordinary share in the Company in exchange for payment in accordance with these terms and conditions; and
”weekday”	each day which is not a Sunday or public holiday (i.e. including Saturdays).

## 2. Warrants and registration

The number of warrants amounts to no more than 20,848. The warrants shall be represented by warrant certificates issued to the holder or order representing multiples of one (1) warrant. Warrant certificates are issued by the Company and the Company will effect exchanges and conversions of warrant certificates upon request by warrant holders.

## 3. The right to subscribe for new shares

3.1 Each warrant entitles the warrant holder to subscribe for one new ordinary share in the Company at a subscription price per share corresponding to 130 percent of the volume weighted average trading price for the Company's share on Nasdaq First North Premier Growth Market during a period of ten (10) trading days immediately following the annual general meeting. If no trading price is recorded for a particular trading day within the specified period, such day shall not be taken into account, but the period shall instead be extended backwards in time with the number of previous trading days required for the period to comprise ten (10) trading days with a recorded trading price. Any amount that exceeds the quotient value shall be transferred to the nonrestricted share premium account. The subscription price thus calculated shall be rounded off to the nearest whole SEK 0.01, whereupon SEK 0.005 shall be rounded upwards. The subscription price shall never be lower than the quotient value of the Company's shares.

3.2 The subscription price and the number of shares which each warrant entitles the warrant holder to subscribe for may be recalculated in the circumstances set out in section 8 below. Notwithstanding anything to the contrary herein, any such recalculation will be made if, and only to the extent that, such recalculation does not cause any of the warrants to become subject to penalties, or an additional tax, under Section 409A of the Internal Revenue Code of 1986, as amended.

3.3 Subscription may only take place in respect of the entire number of shares for which the total number of warrants entitles the warrant holder to subscribe and which a single warrant holder desires to exercise. On such subscription, any excess fractions of warrants which cannot be exercised shall be disregarded.

## 4. Application for subscription of new shares

4.1 Application for subscription of shares may take place during the period from and including 1 June 2024 up to and including 31 December 2024 or such earlier date as may be determined in section 8 below. If an application for subscription is not submitted within the time period stated above, the warrant shall lapse.

4.2 In order for any subscription to be executed, the warrant holder shall submit to the Company a written notification indicating the number of shares subject to application for subscription as well as warrant certificates representing the corresponding number of warrants. In addition, in order for any subscription to be

executed, the warrant holder must pay the applicable subscription price in cash to the Company, and show that all applicable withholding taxes have been fully paid or that other arrangements satisfactory to the Company have been made in order to cover such withholding taxes. An application for subscription is binding and irrevocable.

#### 5. Payment for new shares

On application for subscription, payment for the number of new shares which the application for subscription covers shall be made simultaneously. Payment shall be made in cash to a bank account designated by the Company.

#### 6. Registration of new shares in the share register

Following application for subscription and payment for subscribed shares, subscription shall be effected through the registration of the new shares as interim shares in the Company's share register. Following registration with the Swedish Companies Registration Office, the registration of the new shares in the share register will become definitive. According to section 8 below such registration might in certain situations be postponed.

#### 7. Dividends on new shares

Shares issued following subscription shall entitle to participation in the distribution of dividends for the first time on the record date for dividends that occurs immediately following definite registration of the new shares in the Company's share register.

#### 8. Recalculation of subscription price and number of shares

Subject to section 3.2, the following shall apply with respect to the rights vested in warrant holders in the event of the circumstances set forth below:

##### *A. Bonus issue*

In the event of a bonus issue, where an application for subscription is submitted at such time that the allotment of shares cannot be effected not later than on the tenth calendar day prior to the general meeting at which a resolution relating to the bonus issue is to be adopted, subscription shall be effected only after the general meeting has adopted a resolution approving the bonus issue. Shares which vest pursuant to subscription effected after the adoption of a resolution approving the bonus issue shall be registered in the warrant holder's securities account as interim shares, and accordingly such shares shall not entitle the holder thereof to participate in the bonus issue. Definitive registration in a securities account shall only take place after the record date for the bonus issue.

In conjunction with subscription which is effected after the adoption of a resolution to perform a bonus issue, a recalculated subscription price as well as a recalculated

number of shares for which each warrant entitles the warrant holder to subscribe shall be applied. The recalculations shall be carried out by the Company in accordance with the following:

Recalculated subscription price = (previous subscription price) x (the number of shares in the Company prior to the bonus issue) / (the number of shares in the Company after the bonus issue)

Recalculated number of shares for which each warrant entitles the warrant holder to subscribe = (previous number of shares for which each warrant entitled the warrant holder to subscribe) x (the number of shares in the Company after the bonus issue) / (the number of shares in the Company prior to the bonus issue)

The subscription price and the number of shares which each warrant entitles the warrant holder to subscribe for, recalculated as set out above, shall be determined by the Company as soon as possible after the general meeting has adopted a resolution approving the bonus issue but shall be applied only after the record date for the bonus issue.

*B. Reverse share split or share split in the Company*

In the event the Company effects a reverse share split or share split, the provisions of sub-section A above shall apply mutatis mutandis. The record date shall be deemed to be the date on which the reverse share split or share split is carried out by Euroclear at the request of the Company.

*C. New issue*

If the Company issues new shares subject to pre-emption rights for shareholders to subscribe for new shares in exchange for cash payment or by set-off, the following shall apply with respect to the right to participate in the new issue for shareholders whose shares vest as a consequence of subscription on exercise of the warrant:

1. If the board of directors has resolved to carry out a new issue conditional upon the approval of the general meeting or pursuant to authorisation granted by the general meeting, the resolution of the new issue shall state the last day on which subscription must be effected in order to entitle the holders of the shares held pursuant to subscription according to these terms and conditions to participate in the new issue.
2. If the general meeting adopts a resolution to issue new shares, where an application for subscription is submitted at such time that it cannot be effected on or before the fifth weekday prior to the general meeting which shall resolve on the new issue, subscription shall only be effected following the adoption of a resolution with respect thereto by the general meeting. Shares which vest as a consequence of such subscription shall be registered in the securities account as interim shares, and accordingly shall not entitle the holders to participate in the new issue. Definitive

registration in securities accounts shall only take place after the record date for the new issue

Where subscription is effected at such time that no right to participate in the new issue arises, a recalculated subscription price as well as a recalculated number of shares for which each warrant entitles the warrant holder to subscribe for shall apply. The recalculations shall be made by the Company in accordance with the following:

Recalculated subscription price = (previous subscription price) x (the average quoted price of the share during the subscription period stated in the resolution approving the issue (hereinafter referred to as the “average price of the share”))/ (the average price of the share increased by the theoretical value of the subscription right calculated on the basis thereof)

Recalculated number of shares for which each warrant entitles the warrant holder to subscribe = (previous number of shares for which each warrant entitled the warrant holder to subscribe) x (the average price of the share increased by the theoretical value of the subscription right calculated on the basis thereof)/(the average price of the share)

The average price of the share shall be deemed to be the equivalent of the average calculated mean value, for each trading day during the subscription period, of the highest and lowest quoted paid price on that day according to the list on which the shares are quoted. In the absence of a quoted paid price, the quoted bid price shall form the basis for the calculation. Days of which neither a paid price nor a bid price is quoted shall be excluded from the calculation.

The theoretical value of the subscription right is calculated in accordance with the following:

Theoretical value of subscription right = (the maximum number of new shares which may be issued pursuant to the resolution approving the issue) x ((the average price of the share) – (the issue price of the new share)) / (the number of shares prior to the adoption of the resolution approving the issue)

If this results in a negative value, the theoretical value of the subscription right shall be deemed to be zero.

The subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe, recalculated as set out above, shall be determined by the Company two business days after the expiry of the subscription period and shall apply to each subscription effected thereafter.

If the Company’s shares at the time of the resolution to issue new shares are not subject to listing, a corresponding recalculation of the subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe shall take place. The recalculation, which shall be made by the Company, shall be based on the assumption that the value of the warrants shall remain unchanged.

During the period prior to the determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe, subscription shall only be effected on a preliminary basis. Definitive registration in securities accounts shall be made following determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe.

*D. Issue of warrants or convertible debentures in accordance with Chapter 14 and 15 of the Companies Act*

In the event the Company issues warrants or convertible debentures, in both cases subject to pre-emption rights for the shareholders to subscribe for such equity related instrument in exchange for cash payment or by set-off, the provisions of sub-section C, first paragraph, sub-paragraphs 1 and 2 shall apply mutatis mutandis in respect of the right to participate in the issue for any share which has been issued through subscription.

Where subscription is effected at such time that no right to participate in the new issue arises, a recalculated subscription price as well as a recalculated number of shares for which each warrant entitles the holder so subscribe shall apply. The recalculations shall be made by the Company in accordance with the following:

Recalculated subscription price = (previous subscription price) x (the average quoted price of the share during the subscription period stated in the resolution approving the issue (hereinafter referred to as the “average price of the share”))/ (the average price of the share increased by the value of the subscription right)

Recalculated number of shares for which each warrant entitles the warrant holder to subscribe = (previous number of shares for which each warrant entitled the warrant holder to subscribe) x (the average price of the share increased by the value of the subscription right)/ (the average price of the share)

The average price of the share shall be calculated in accordance with the provisions of sub-section C above.

The value of the subscription right shall be deemed to be the equivalent of the average calculated mean value, for each trading day during the subscription period, of the highest and lowest quoted paid price on that day according to the list on which the subscription rights are quoted. In the absence of a quoted paid price, the quoted bid price shall form the basis for the calculation. Days on which neither a paid price nor a bid price is quoted shall be excluded from the calculation.

If the subscription rights are not subject to listing, the value of the subscription right shall, to the greatest 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 issue of the warrants or the convertible debentures.

The subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe, recalculated as set out above, shall be determined by the Company two business days after the expiry of the subscription period and shall apply to each subscription effected thereafter.

If the Company's shares, at the time of the resolution to issue new shares, are not subject to listing, a corresponding recalculation of the subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe shall take place. The recalculation, which shall be made by the Company, shall be based on the assumption that the value of the warrants shall remain unchanged.

Upon subscription effected during the period prior to the determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe, subscription shall only be effected on a preliminary basis. Definitive registration in securities accounts shall be made following determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe.

*E. Other offers to the shareholders*

Where the Company, in circumstances other than those referred to in sub-sections A-D above, makes offers to the shareholders, subject to pre-emption rights for the shareholders in accordance with the principles set out in Chapter 13, Section 1 of the Companies Act, to acquire securities or rights of any type from the Company or resolves, in accordance with the principles mentioned above, to distribute such securities or rights to the shareholders without consideration, in conjunction with subscription which is effected at such time that the shares thereby received do not entitle the holder to participate in the offer, a recalculated subscription price as well as a recalculated number of shares for which each warrant entitles the warrant holder to subscribe shall apply. The recalculation shall be made by the Company in accordance with the following:

Recalculated subscription price = (previous subscription price) x (the average quoted price of the share during the application period for the offer (hereinafter referred to as the "average price of the share")) / (the average price of the share increased by the value of the right to participate in the offer (hereinafter referred to as "the value of the purchase right"))

Recalculated number of shares for which each warrant entitles the warrant holder to subscribe = (previous number of shares for which each warrant entitled the warrant holder to subscribe) x (the average price of the share increased by the value of the purchase right) / (the average price of the share)

The average share price of the share shall be calculated in accordance with the provisions of sub-section C above.

Where the shareholders have received purchase rights and trading in these 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 rights. For this purpose, the value of the purchase right shall be deemed to be equivalent to the average calculated mean value, for each trading day during the application period, of the highest and lowest quoted paid price during the day according to the list on which the purchase rights are quoted. In the absence of a quoted paid price, the quoted bid price shall form the basis for the calculation. Days on which neither a paid price nor a bid price is quoted shall be excluded from the calculation.

If the shareholders do not receive purchase rights or were such trading in purchase rights as referred to in the preceding paragraph otherwise does not take place, the recalculation of the subscription price shall be made as far as possible by applying the principles set out above in this sub-section E and the following shall apply. Where listing of the securities or rights offered to the shareholders takes place, the value of the right to participate in the offer shall be deemed to be equivalent to the average calculated mean value, for each trading day during the period of 25 trading days calculated from the first day of listing, of the highest and lowest transaction prices quoted for trades in such securities or rights on the marketplace where such securities or rights are listed, reduced, where appropriate, by the consideration paid for these in conjunction with the offer. In the absence of a quoted paid price, the quoted bid price shall form the basis for the calculation. Days on which neither a paid price nor a bid price is quoted shall be excluded from the calculation of the value of the right to participate in the offer. In the recalculation of the subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe, the period of 25 trading days referred to above shall be deemed to be the application period determined for the offer pursuant to the first paragraph of this section E.

Where no listing of such securities or rights offered to the shareholders takes place, the value of the right to participate in the offer shall, to the greatest extent possible, be determined based on 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 the number of shares for which each warrant entitles the warrant holder to subscribe, recalculated in accordance with the above, shall be determined by the Company as soon as possible after it becomes possible to calculate the value of the right to participate in the offer.

If the Company's shares, at the time of the offer, are not subject to listing, a corresponding recalculation of the subscription price and the number of the shares for which each warrant entitles the warrant holder to subscribe shall take place. The recalculation, which shall be made by the Company, shall be based on the assumption that the value of the warrants shall remain unchanged.

Upon subscription effected during the period prior to the determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe, subscription shall only be effected



on a preliminary basis. Definitive registration in securities accounts shall be made following determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe.

*F. Equal treatment of warrant holders and shareholders*

Where the Company issues new shares or makes an issue pursuant to Chapters 14 or 15 of the Companies Act, with pre-emption rights for the shareholders to subscribe for equity related instruments in exchange for cash payment or by set-off, the Company may grant all warrant holders the same pre-emption rights as the shareholders. In conjunction therewith, each warrant holder, irrespective of whether subscription has been made, shall be deemed to be the owner of the number of shares which such warrant holder would have received, had subscription on the basis of the warrant been effected in respect of the subscription price, and the number of shares for which each warrant entitles the warrant holder to subscribe, in effect at the time of the issue resolution.

If the Company resolves to make an offer to the shareholders as described in sub-section E above, what has been stated in the preceding paragraph shall apply mutatis mutandis. However, the number of shares of which each warrant holder shall be deemed to be the owner shall, in such circumstance, be determined on the basis of the subscription price, and the number of shares for which each warrant entitles the warrant holder to subscribe, in effect at the time of the resolution to make the offer.

If the Company resolves to grant the warrant holders pre-emption rights in accordance with the provisions set out in this sub-section F, no recalculation as set out in sub-sections C, D or E above of the subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe for shall be made.

*G. Dividend*

If the Company resolves to pay cash dividend to the shareholders of an amount which, combined with other dividends paid during the same financial year, exceeds 15 percent of the average price of the share during a period of 25 trading days immediately preceding the day on which the Company's board of directors announces its intention to propose that the general meeting approve such dividend, a recalculation of the subscription price and the number of shares for which each warrants entitles the holder to subscribe shall be made in respect of any subscription requested at such time that the shares vested in accordance therewith do not carry rights to receive such dividend. The recalculation shall be based on that part of the total dividend which exceeds 15 percent of the average price of the share during the above-mentioned period (hereinafter referred to as an "extraordinary dividend").

The recalculation shall be made by the Company in accordance with the following:

Recalculated subscription price = (previous subscription price) x (the average quoted price of the share during a period of 25 trading days calculated from and including

the day on which the share is listed without any right to extraordinary dividend (hereinafter referred to as the “average price of the share”)/ (the average price of the share increased by the extraordinary dividend paid per share)

Recalculated number of shares for which each warrant entitles the warrant holder to subscribe = (previous number of shares for which each warrant entitled the warrant holder to subscribe) x (the average price of the share increased by the extraordinary dividend paid per share)/ (the average price of the share)

The average price of the share shall be deemed to be equivalent to the average calculated mean value during the respective period of 25 trading days of the highest and lowest quoted paid price on that day according to the list on which the shares are quoted. In the absence of a quoted paid price, the quoted bid price shall form the basis for the calculation. Days of which neither a paid price nor a bid price is quoted shall be excluded from the calculation.

The recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe shall be determined by the Company two business days after the above-mentioned period of 25 trading days and shall apply to subscription effected from and including the day on which the share is listed without any right to extraordinary dividend.

If the Company’s shares at the time of the resolution to pay dividend are not subject to listing and it is resolved to pay a cash dividend which combined with other dividends paid during the same financial year, exceeds 100 percent of the Company’s earnings after tax according to the adopted consolidated income statement for the financial year immediately preceding the year the dividend is resolved and 30 percent of the Company’s value, a recalculation of the subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe shall be made in respect of any subscription requested at such time that the shares thereby received do not carry rights to receive such dividend. The recalculation shall be based on that part of the total dividend which exceeds 100 percent of the Company’s earnings after tax and 30 percent of the Company’s value (extraordinary dividend) and shall be performed by the Company in accordance with the above-mentioned principles.

During the period prior to the determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe, subscription shall only be effected on a preliminary basis. Definitive registration in securities accounts shall be made following determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe.

#### *H. Reduction of share capital*

If the Company’s share capital is reduced with a repayment to the shareholders and such reduction is compulsory, a recalculation of the subscription price and the

number of shares for which each warrants entitles the holder to subscribe shall be made.

The recalculation shall be made by the Company in accordance with the following:

Recalculated subscription price = (previous subscription price) x (the average quoted price of the share during a period of 25 trading days calculated from and including the day on which the share is listed without any right to participate in the repayment (hereinafter referred to as the “average price of the share”))/ (the average price of the share increased by the amount repaid per share)

Recalculated number of shares for which each warrant entitles the warrant holder to subscribe = (previous number of shares for which each warrant entitled the warrant holder to subscribe) x (the average price of the share increased by the amount repaid per share)/ (the average price of the share)

The average price of the share is calculated in accordance with the provisions set out in sub-section C above.

In carrying out the recalculations according to the above and where the reduction is made through redemption of shares, instead of using the actual amount repaid per share, an estimated repayment amount shall be used as follows:

Estimated repayment amount per share = (the actual amount repaid for each redeemed share reduced by the average quoted price of the share during a period of 25 trading days immediately prior to the day on which the share is listed without any right to participate in the reduction (hereinafter referred to as the “average price of the share”))/ (the number of shares in the Company which carry an entitlement to the redemption of one share reduced by 1)

The average price of the share is calculated in accordance with the provisions set out in sub-section C above.

The subscription price and number of shares for which each warrant entitles the warrant holder to subscribe, recalculated as set out above, shall be determined by the Company two business days after the expiry of the above-mentioned period of 25 trading days, and shall apply to each subscription effected thereafter.

During the period prior to the determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe, subscription shall only be effected on a preliminary basis. Definitive registration in securities accounts shall be made following determination of the recalculated subscription price and the recalculated number of shares for which each warrant entitles the warrant holder to subscribe.

If the Company’s share capital is reduced through redemption of shares with repayment to the shareholders, where such reduction is not compulsory, or if the Company – without reducing the share capital – would re-purchase its own shares but where, in the opinion of the Company, the reduction, due to its technical

structure and its financial effects, is equivalent to a compulsory reduction, the recalculation of the subscription price and the number of shares for which each warrant entitles the warrant holder to subscribe shall be made, to the extent possible, in accordance with the principles stated in this sub-section H.

If the Company's shares, at the time of the reduction of the share capital, are not subject to listing, a corresponding recalculation of the subscription price and number of shares for which each warrant entitles the warrant holder to subscribe shall be performed by the Company in accordance with the principles stated in this sub-section H.

*I. Recalculation shall give a reasonable result*

Should the Company take actions such as those stated in sub-sections A-E, G or H above and if, in the Company's opinion, application of the recalculation formula established for such action, taking into account the technical framework of such action or for 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 recalculation of the subscription price, and the number of shares for which each warrant entitles the warrant holder to subscribe, in such manner as the Company determines is appropriate to ensure that the recalculation gives a reasonable result.

*J. Rounding off*

On recalculation of the subscription price in accordance with the above, the subscription price shall be rounded off to the nearest SEK 0.10, for which purposes SEK 0.05 shall be rounded downwards and the number of shares shall be rounded off to two decimal places.

*K. Merger according to Chapter 23, Section 15 of the Companies Act and partition*

In the event that the general meeting, in accordance with Chapter 23, Section 15 of the Companies Act, would approve – or all shareholders of the participating companies in accordance with paragraph four of aforementioned provision signs – a merger plan whereby the Company shall be absorbed by another company, or in the event the general meeting, in accordance with Chapter 24, Section 17 of the Companies Act, would approve – or all shareholders of the participating companies in accordance with paragraph four of aforementioned provision signs – a partition plan whereby the Company shall be dissolved without liquidation, application for subscription may thereafter not be made.

Not later than 60 calendar days prior to a final determination by the general meeting in respect of a merger or partition as set forth above, or if the merger or partition plan shall be signed by all shareholders of the participating companies not later than 60 calendar days prior to such signing, the known warrant holders shall by notice in accordance with section 10 below be informed of the intent to resolve on a merger or partition. The notice shall set forth the principal terms of the proposed merger or

partition plan and remind the warrant holders that application for subscription may not be made after a final decision regarding merger or partition has been made or a merger or partition plan has been signed in accordance with what is stated in the preceding paragraph.

In the event the Company gives notice of a proposed merger or partition as described above, the warrant holders – irrespective of what is set forth in section 4 above regarding the earliest time at which application for subscription may be made – shall be entitled to apply for subscription commencing on the day on which notice is given regarding the intent to resolve on a merger or partition, provided that the subscription can be exercised (i) on the tenth calendar day prior to the general meeting at which the merger plan whereby the Company shall be absorbed by another company or the partition plan whereby the Company shall be dissolved without liquidation shall be approved, or (ii) if the merger or partition plan shall be signed by all shareholders of the participating companies not later than the tenth calendar day prior to such signing is made.

*L. Merger according to Chapter 23, Section 28 and compulsory buy-out proceeding*

If the Company establishes a merger plan in accordance with Chapter 23, Section 28 of the Companies Act, whereby the Company shall be absorbed by another company or the Company's shares are subject to compulsory buy-out proceeding in accordance with Chapter 22 of the Companies Act the following shall apply.

If a Swedish limited company owns all shares in the Company, and the board of directors of the Company makes their intent to establish a merger plan in accordance with the provision stated in the paragraph above, the Company shall, in the event the last day for application for subscription pursuant to section 4 above occurs after such announcement, determine a new last date for application for subscription (the expiration date). The expiration date shall be within 60 calendar days from such announcement, or, if a public announcement of such intention has been made, from the public announcement.

If a shareholder (the majority shareholder) alone, or jointly with subsidiaries, holds a sufficient portion of all shares in the Company entitling the majority shareholder the right to initiate compulsory buy-out proceeding, according to applicable laws, of the remaining shares in the Company and if the majority shareholder makes its intention to initiate such proceeding public, the preceding paragraph regarding the expiration date shall apply.

After the expiration date is set, the warrant holder – irrespective of what is set forth in section 4 above regarding the earliest time at which application for subscription may be made – shall be entitled to apply for subscription until the expiration date. The Company shall not later than four weeks prior to the expiration date by notice in accordance with section 10 below remind the known warrant holders' of this right and that application for subscription may not be made following the expiration date.

*M. Liquidation*

If it is resolved that the Company shall enter into liquidation in accordance with Chapter 25 of the Companies Act, for whatever reason, subscription may not take place thereafter. The right to demand subscription shall terminate simultaneously with the resolution to place the Company into liquidation, irrespective of whether such resolution has entered into effect.

Not later than 60 calendar days prior to the adoption of a resolution by a general meeting in respect of whether or not the Company should be put into liquidation in accordance with Chapter 25 of the Companies Act, the known warrant holders shall be notified with respect to the planned liquidation in accordance with section 10 below. The notice shall state that subscription may not take place following the adoption of the resolution in respect of liquidation.

If the Company gives notice of a intended liquidation pursuant to the above, the warrant holders shall, notwithstanding the provisions of section 4 above in respect of the earliest date for application for subscription, be entitled to apply for subscription commencing on the day on which the notice is given, provided that subscription may be effected not later than the tenth calendar day prior to the general meeting at which the question regarding the Company's liquidation shall be addressed.

Notwithstanding sub-sections A-D above stating that application for subscription may not be made following the approval of a liquidation, merger or partition plan, or after the expiration of a new expiration date in relation to a merger, the right to apply for subscription shall re-apply in circumstances where the liquidation is terminated and the merger and the partition, respectively, is not carried out.

*N. Insolvent liquidation*

If the Company is declared bankrupt, subscription may not take place through the exercise of warrant. Where, however, the receiving order is set aside by a court of higher instance, subscription rights shall be reinstated.

9. **Amendments to terms and conditions**

The Company shall be entitled to amend these terms and conditions of the warrants to the extent required by legislation, decisions of courts of law or decisions of governmental authorities or where otherwise, in the Company's opinion, such amendment is necessary or expedient for practical reasons and provided that the rights of the warrant holders are in no way prejudiced.

10. **Notices**

Notices regarding the warrants shall – unless otherwise prescribed in these terms and conditions – be sent in writing to a warrant holder at the postal address last known to the Company. Warrant holders shall, without delay, notify the Company of name and

address as well as any changes for registration in the Company register of warrant holders.

## 11. Limitations of liability

- 11.1 In respect of measures which it is incumbent on the Company, Euroclear or the Bank to take in accordance with the terms and conditions of the warrants, taking into consideration the provisions of the Central Securities Depositories and Financial Instruments Accounts Act (SFS 1998:1479), neither the Company, Euroclear nor the Bank shall be liable for loss which arises as a consequence of Swedish or foreign legislation, the actions of Swedish or foreign governmental authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation in respect of strikes, blockade, boycotts, and lockouts shall apply notwithstanding that the Company, Euroclear or the Bank effects, or is itself subject of, such measures.
- 11.2 Nor shall Euroclear be liable for loss which arises under other circumstances provided Euroclear has duly exercised normal caution. The Company and the Bank shall also enjoy a corresponding limitation of liability. In addition, under no circumstances shall the Company or the Bank be liable for indirect loss.
- 11.3 If the Company, Euroclear or the Bank is unable to perform its obligations as a consequence of a circumstance specified in the first paragraph, such performance may be postponed until such time as the cause for the impediment has terminated.
- 11.4 Neither the Company nor any service provider or affiliate of the Company shall be liable for any penalties, or additional taxes, imposed on any holder under Section 409A of the Internal Revenue Code of 1986, as amended.

## 12. Applicable law and forum

These terms and conditions and all legal matters related to the warrants shall be determined and interpreted in accordance with Swedish law. Legal proceedings relating to these terms and conditions of the warrants shall be brought before the Stockholm District Court or such other forum as is accepted in writing by the Company.

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