

*Non-official translation of the Swedish original. In case of differences, the Swedish prevails.*

### **Appendix 3 - The Board of Directors of Ferronordic AB proposal for a resolution on the issuance of Warrants of the 2020/2023 series**

The Board of Directors of the Company proposes that the Annual General Meeting resolves to issue a maximum of 764,865 Warrants of series 2020/2023 incorporation and increase of the share capital by a maximum of SEK 68,289.44 (subject to change in any recalculation of the option terms). Otherwise, the issue shall be subject to conditions.

1. With deviation from the shareholders' preferential rights, the Warrants may only be subscribed by the Subsidiary, with the right and obligation for the Subsidiary to transfer the Warrants to employees in the Group, or to them wholly-owned companies, in accordance with Appendix 2. The Subsidiary shall not be entitled to take any other actions as regards the Warrants other than as set out in Appendix 2.
2. The Warrants are issued at market value according to valuation carried out by the Company's independent financial advisers based on the Black and Scholes model for pricing options.
3. Subscription of Warrants shall take place on the Subscription list no later than 1 July 2020. The Board of Directors has the right to extend the Subscription period.
4. Full conditions for the Warrants are set out in Appendix 3.a. As can be seen from the complete terms and conditions, each Subscription option for Subscription of a new share in the Company entitles to an exercise price per share of an amount in SEK equivalent to 135 percent of the volume-weighted on Nasdaq Stockholm quoted price for the Company's share during the 10 trading days immediately preceding the 25 June 2020, however not less than the quota value (*Sw: Kvotvärde*) of the shares, during the period from 1 July 2023 to 15 December 2023.
5. The new shares shall entail the right to dividend for the first time on the record date for the dividend that falls closest after the new shares have been included in the share register.

The reason for the deviation from the shareholders' preferential rights is to enable the implementation of the Incentive Program.

The Board is authorised to make the minor adjustments in the decision that may prove necessary for the registration of the issue with the Swedish Companies Registration Office and the Warrants at Euroclear Sweden AB.

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## Appendix 3.a

### Terms and Conditions for Warrants in Ferronordic AB (publ) series 2020/2023

#### 1. DEFINITIONS

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

<b>”Business day”</b>	a day which is not a Saturday, Sunday or a public holiday or, with respect to the payment of promissory notes, is not equated with a public holiday in Sweden;
<b>”Bank”</b>	a bank or account operator which the Company at each time has appointed to handle certain tasks according to these terms and conditions;
<b>”Company”</b>	Ferronordic AB (publ), VAT no 556748-7953;
<b>”Participant”</b>	the owner of a Warrant;
<b>”Listing”</b>	trading on a regulated market, trading platform or other organised marketplace;
<b>” Subscription”</b>	Subscription of shares in the Company on exercise of Warrants in accordance with Chapter 14 of the Companies Act;
<b>”Warrant”</b>	the right to subscribe for one newly issued share in the Company in exchange for payment in accordance with these terms and conditions;
<b>”Exercise price”</b>	the price at which Subscription for new shares may take place on exercise of Warrants;

#### 2. WARRANTS

The total number of Warrants amounts to not more than 764 865.

The Company shall issue warrant certificates representing a Warrant or a multiple of Warrants. The Company shall also effectuate a change of warrant certificates in connection with transfers of title to Warrants or otherwise when requested.

#### 3. RIGHT TO SUBSCRIBE FOR NEW SHARES

The Participant shall have the right to subscribe for one new share in the Company for each Warrant.

The exercise price shall equal an amount in SEK corresponding to 135 per cent of the volume-weighted, Nasdaq Stockholm quoted price for the Company's share during the 10 trading days immediately preceding June 25, 2020, however lowest share's quota value.

Recalculation of the exercise price, as well as of the number of new shares that each Warrant entitles the holder to subscribe for, may take place in the cases stated in paragraph 7 below. However, if such a recalculation causes the exercise price to fall below the quota value for a share in the Company, the exercise price must still correspond to the share's quota value.

Subscription may only take place in respect of the entire number of shares for which the total number of Warrants entitles the Participant to subscribe and which a single Participant desires to exercise. Such Subscription shall be disregarded of any excess part of the Warrants, which cannot thus be exercised. Such excess portion of the warrants will thereby lapse without compensation.

#### **4. SUBSCRIPTION AND PAYMENT**

Application for Subscription of shares may take place during the period commencing on 1 July 2023 and up to and including 15 December 2023, or such earlier date as may be determined in accordance with section 7 below.

Subscription shall be made in writing on a by the Company provided Subscription list, determining the number of Warrants the Participant intends to exercise, the number of shares to subscribed for etc . In case the Warrants are represented by Warrant certificates, such certificates representing at least the number of Warrants the Participant wishes to exercise should be appended in original to the Subscription list. The Subscription list is provided by the Company upon request.

Notification of Subscription is binding and cannot be withdrawn by the subscriber.

Upon application for Subscription, payment shall be made immediately in cash for the number of shares to which the Subscription application relates. Payment shall be made in cash to a bank account designated by the Company.

The Warrant holder shall pay such tax or levy that may be payable in connection with transfer of title to, holding or exercising the Warrants due to Swedish or foreign law or a decision by Swedish or foreign Authorities.

#### **5. REGISTRATION IN THE SHARE REGISTER ETC.**

After allotment, Subscription is effectuated through registration of the new shares as interim shares on the Participants' securities account. Upon registration with the Swedish Companies Registration Office, the registration on the Participants' securities account will be completed. As can be seen from point 7 below, the timing of such final registration may in some cases be delayed.

#### **6. DIVIDENDS ON NEW SHARE**

Shares which are issued following Subscription shall entitle to participation in the distribution of profits for the first time on the nearest record date occurring after the shares have been registered in the share register.

#### **7. RECALCULATION OF EXERCISE PRICE ETC.**

- 7.1 In the event of a bonus issue – where an application for Subscription is submitted at such time that the allotment of shares cannot be made on or before the tenth working day prior to the General Assembly which resolves to make the bonus issue – Subscription shall be effected only after the General Assembly 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 Participant's Securities Account as interim shares, and accordingly such shares shall not entitle the holder thereof to participate in the bonus issue (unreadable sentence). Definitive registration in Securities Accounts 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 make a bonus issue, a recalculated Exercise Price as well as a recalculated number of shares for which each Warrant entitles the Participant to subscribe shall be applied. The recalculation shall be carried out by the Company in accordance with the following formula:

$$\text{Recalculated Exercise Price} = \frac{(\text{previous Exercise Price}) \times (\text{the number of shares in the Company prior to the bonus issue})}{(\text{the number of shares in the Company after the bonus issue})}$$

$$\text{Recalculated number of shares for which each Warrant entitles the Participant to subscribe} = \frac{(\text{previous number of shares for which each Warrant entitled the holder to subscribe}) \times (\text{the number of shares in the Company after the bonus issue})}{(\text{the number of shares in the Company prior to the bonus issue})}$$

The Exercise price and the number of shares which each Warrant entitles the Participant to subscribe for, recalculated as set out above, shall be determined by the Company as soon as possible after the General Assembly has adopted a resolution approving the bonus issue.

- 7.2 In the event the Company effects a reverse share split or share split, the provisions of subsection 7.1 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 the clearing house used by the Company and at the request of the Company.
- 7.3 If the Company issues new shares subject to preferential rights for the 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 result as a consequence of exercise of a Warrant:
- a) If the issue is decided by the Board subject to the approval of the General Assembly or with the support of the authorisation of the General Assembly, the resolution on the issue must state the last day on which Subscription is to be effected in order for a share created by Subscription to entail the right to participate in the issue. Such day must not fall earlier than the tenth calendar day after the decision.
  - b) If the issue is decided by the General Assembly, Subscription - which is called upon at such a time, that the Subscription cannot be executed no later than on the tenth calendar day before the General Assembly that decides on the issue - shall only be effected after the Company carried out the conversion in accordance with this section 7.3, third paragraph. Shares that have been created as a result of such Subscription are temporarily entered in a securities account and shall not be entitled to participate in the issue.

Where Subscription is effected at such time that no right to participate in the new issue arises, a recalculated Exercise Price as well as a recalculated number of shares for which

each Warrant entitles the holder to subscribe shall apply. Recalculations shall be made by the Company in accordance with the following formulae:

$$\text{Recalculated Exercise Price} = \frac{(\text{previous Exercise Price}) \times (\text{the average quoted price of the share during the Subscription period stated in the resolution approving the issue ("average price of the share"})}{(\text{the average price of the share increased by the theoretical value of the Warrant calculated on the basis thereof}).$$

$$\text{Recalculated number of shares} = \frac{(\text{previous number of shares for which each Warrant entitled the holder to subscribe}) \times (\text{the average price of the share increased by the theoretical value of the Warrant calculated on the basis thereof})}{(\text{the average price of the share}).$$

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 exchange on which the shares are quoted. In the absence of a quoted paid price, the 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.

The theoretical value of the Warrant is calculated in accordance with the following formulae:

$$\text{Theoretical value of Warrant} = \frac{(\text{the maximum number of new shares which may be issued pursuant to the resolution approving the issue}) \times ((\text{the average price of the share}) - (\text{the issue price of the new share}))}{(\text{the number of shares prior to the adoption of the resolution approving the issue})}$$

When recalculating according to the above formula, shares held by the Company or the Company's subsidiaries shall be disregarded. If a negative value arises, the theoretical value of the Warrant shall be set to zero.

The Exercise Price and the number of shares for which each Warrant entitles the 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.

During the period prior to the determination of the recalculated Exercise Price and the recalculated number of shares for which each Warrant entitles the holder to subscribe, Subscription shall only be effected on a preliminary basis, whereby the number of shares each Warrant entitles the holder to subscribe for prior to recalculation shall be registered in the securities account on an interim basis. It is specifically noted that each Warrants after recalculation may entitle the holder to additional shares. Final registration on the

securities account is done after the recalculation has been determined. Definitive registration in a share register shall be made following determination of the recalculated Exercise Price and the recalculated number of shares for which each Warrant entitles the holder to subscribe.

- 7.4 If the Company carries out an issue pursuant to Chapter 14 or 15 of the Companies Act - with preferential rights for the shareholders and against cash payment or payment through set-off - regarding the right to participate in the share issue, which was created as a result of Subscription using the Warrants, the provisions in section 7.3, the first subparagraph, points (a) and (b), and section 7.3, the second subparagraph, shall have corresponding application.

Where Subscription is effected at such time that no right to participate in the new issue arises, a recalculated Exercise Price as well as a recalculated number of shares for which each Warrant entitles the holder to subscribe shall apply. Recalculations shall be made by the Company in accordance with the following formulae:

$$\text{Recalculated Exercise Price} = \frac{(\text{previous Exercise Price}) \times (\text{the average quoted price of the share during the relevant period stated in the resolution approving the issue ("average price of the share")})}{(\text{the average price of the share increased by the value of the Warrant})}$$

$$\text{Recalculated number of shares for which each Warrant entitles the Participant to subscribe} = \frac{(\text{previous number of shares for which each Warrant entitles the holder to subscribe}) \times (\text{the average price of the share increased by the value of the Warrant})}{(\text{the average price of the share})}$$

The average price of the share is calculated in accordance with what has been stated in section 7.3 above.

The value of the Warrant 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 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.

The Exercise Price and recalculated number of shares as per the above shall be determined by the Company two banking days after the end of the Subscription period and shall be applied for a Subscription that is executed thereafter.

When applying for a Subscription that takes place during the period until the recalculated Subscription price and the recalculated number of shares have been determined, the provisions of section 7.3, last paragraph, shall apply correspondingly.

- 7.5 Should the Company, in cases other than those referred to in sections 7.1–7.4 above, make an offer to the shareholders, with preferential rights in accordance with the principles in Chapter 13, Section 1 of the Swedish Companies Act, to acquire securities or rights of any

kind or decide to, pursuant to the above-mentioned principles, to the shareholders distribute such securities or rights without consideration (the offer), when Subscription is made at such a time that the resulting share does not entail the right to participate in the offer, a recalculated Exercise Price shall be applied as well as a translation of the number of shares for which each Warrant entitles to Subscription. The conversions shall be performed by the Company according to the following formulae:

$$\text{Recalculated Exercise Price} = \frac{(\text{previous Exercise Price}) \times (\text{the average quoted price of the share during the application period for the offer ("average price of the share")})}{(\text{the average price of the share increased by the value of the right to participate in the offer ("value of the purchase right")})}$$

$$\text{Recalculated number of shares for which each Warrant entitles the holder to subscribe} = \frac{(\text{previous number of shares for which each Warrant entitled the holder to subscribe}) \times (\text{the average price of the share increased by the value of the purchase right})}{(\text{the average price of the share})}$$

The average price of the share shall be calculated in accordance with the provisions of subsection 7.3 above.

Where 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 market 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 on the market 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.

In the event that the shareholders have not received purchase rights or otherwise no listing of purchase rights referred to in the previous paragraph has taken place, the Exercise Price and the number of shares shall be recalculated as far as possible using the principles stated in this section 7.5, whereby the following shall apply. If a market listing is made of the securities or rights offered to the shareholders, the value of such security or right shall be deemed to equal the average of the for each trading day calculated average of the highest and lowest paid price for such security during 25 trading days counted from the day of listing of the security and, where applicable, less any consideration paid for such security or right in connection with the offer. In the absence of a quotation of the price paid, the purchase price quoted as the closing price should instead be included in the calculation. If neither the price paid nor the purchase price is quoted during certain days, such days shall be disregarded when calculating the value of the right to participate in the offer. The registration period stipulated in the offer shall, when translating the Exercise Price and number of shares pursuant to this paragraph, be considered to correspond to the period mentioned in this paragraph of 25 trading days. If such market listing does not take place, the value of the right to participate in the offer shall, as far as possible, be determined on the basis of the change in the market value of the Company's shares which may be deemed to have arisen as a result of the offer.

The, as per the above, recalculated Exercise Price and recalculated number of shares shall be determined by the Company as soon as possible after the end of the offer period and be applied to a Subscription, which is executed after such determination has been made.

As regards a notification of Subscription made during the period before the recalculated Subscription price and the recalculated number of shares have been determined, the provisions of section 7.3, last paragraph, above shall apply correspondingly.

- 7.6 If the Company carries out a new share issue or issue in accordance with Chapter 14 or 15 of the Swedish Companies Act - with preferential rights for the shareholders and against cash payment or payment through set-off - the Company may decide to give all Warrant holders the corresponding preferential rights that the shareholders are entitled to according to the decision. When doing so, each Warrant holder, regardless of the fact that Subscription has not taken place, shall be considered as the owner of the number of shares that the holder would have received if Subscription on the basis of Warrants had taken place with the number of shares which each Warrant entitles to Subscription for at the time of the decision of such issue.

Should the Company decide to address such an offer referred to in section 7.5 above to the shareholders, what has been stated in the previous paragraph shall have corresponding application, however, the number of shares of which a Warrant holder should be considered the owner in such cases shall be determined applying the Exercise Price that was applicable at the time of the decision to make such offer.

If the Company decides to give the Warrant holders preferential rights in accordance with the provisions of this section 7.6, no recalculation in accordance with sections 7.3, 7.4 or 7.5 above shall take place.

- 7.7 If the Company resolves to pay a cash dividend to shareholders resulting in shareholders receiving dividends which, together with other dividends paid out during the same financial year, exceeding 15 per cent of the average price of the share during a period of 25 trading days immediately prior to the day on which the board of directors in the Company publishes its intention to propose such dividend to the shareholders' meeting, a recalculated Exercise Price and a recalculated number of shares shall be applied in connection with application for Subscription which occurs in such time that a share thereby received does not provide a right to receipt of such dividend. The recalculations shall be based on the part of the aggregate dividend amount which exceeds 15 per cent of the average price of the share during the abovementioned period (extraordinary dividend). The recalculations shall be made by the Company in accordance with the following formulae:

Recalculated Price	Exercise	$\frac{(\text{previous Exercise Price}) \times (\text{the average quoted price of the share during a period of 25 trading days calculated from the day on which the share is listed without any right to the extraordinary dividend (the "average price of the share")})}{(\text{the average price of the share increased by the extraordinary dividend paid out per share})}$
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$$\begin{array}{l} \text{Recalculated number of} \\ \text{shares for which each} \\ \text{Warrant entitles the} \\ \text{holder to subscribe} \end{array} = \frac{\begin{array}{l} \text{(previous number of shares for which each Warrant} \\ \text{entitles the holder to subscribe) x (the average price} \\ \text{of the share increased by the extraordinary dividend} \\ \text{paid out per share)} \end{array}}{\begin{array}{l} \text{(the average price of the share)} \end{array}}$$

The average price of the share shall be deemed to be the average of the for each trading day during the above-mentioned period of 25 trading days, calculated average of the highest and lowest paid price quoted for the share during the trading day. In the absence of a quotation of the paid price, the buy-side price quoted as the closing price should instead be included in the calculation. A day without a quotation of either paid price or buy-side price shall not be included in the calculation.

The as above recalculated Subscription price and recalculated number of shares, shall be determined by the Company two banking days after the end of the above-mentioned period of 25 trading days and shall be applied for Subscription that is executed thereafter.

Has the notification of Subscription taken place but, due to the provisions of paragraph 5 above, final registration in the securities account have not been made, it should be noted that each Warrant after conversion may entitle the holder to additional shares. Final registration in the securities account takes place after the calculations have been determined, but not earlier than at the time specified in paragraph 5 above. Final registration in the share register takes place after the recalculation of the Exercise Price and the recalculated number of shares that each Warrants entitle to subscribe for has been concluded.

- 7.8 If the Company's share capital is reduced through a repayment to the shareholders, and such reduction is compulsory, a recalculated Exercise Price and a recalculated number of shares for which each Warrant entitles the holder to subscribe, shall be applied. The recalculations shall be made by the Company in accordance with the following formulae:

$$\begin{array}{l} \text{Recalculated} \\ \text{Price} \end{array} \quad \begin{array}{l} \text{Exercise} \\ \text{Price} \end{array} = \frac{\begin{array}{l} \text{(previous Exercise Price) x (the average quoted price} \\ \text{of the share during a period of 25 trading days} \\ \text{calculated from the day on which the share is listed} \\ \text{without any right to participate in the distribution (the} \\ \text{"average price of the share"}) \end{array}}{\begin{array}{l} \text{(the average price of the share increased by the amount} \\ \text{repaid per share)} \end{array}}$$

$$\begin{array}{l} \text{Recalculated number of} \\ \text{shares for which each} \\ \text{Warrant entitles the} \\ \text{holder to subscribe} \end{array} = \frac{\begin{array}{l} \text{(previous number of shares for which each Warrant} \\ \text{entitled the holder to subscribe) x (the average price of} \\ \text{the share increased by the amount repaid per share)} \end{array}}{\begin{array}{l} \text{(the average price of the share)} \end{array}}$$

The average exchange price is calculated in accordance with the provisions set out in subsection 7.3 above.

In case of recalculation according to the above and where the reduction is made through redemption of shares, instead of using the actual amount which is repaid for each share, an amount calculated as follows shall be applied:

$$\begin{array}{l} \text{Calculated amount to be} \\ \text{repaid for each share} \end{array} = \frac{\begin{array}{l} \text{(the actual amount repaid for each redeemed share} \\ \text{reduced by the average market price of the share} \\ \text{during a period of 25 trading days immediately prior} \\ \text{to the day on which the share is listed without any right} \\ \text{to participate in the reduction (the "average price of} \\ \text{the share"))} \end{array}}{\begin{array}{l} \text{(the number of shares of the Company which carry an} \\ \text{entitlement to the redemption of one share, reduced by} \\ \text{1)} \end{array}}$$

The average share price is calculated in accordance with the provisions set out in subsection 7.3 above.

Recalculated Subscription price and recalculated number of shares according to the above, is determined by the Company two banking days after the end of the specified period of 25 trading days and shall be applied for Subscription, which is executed thereafter.

Subscription may not be effectuated during the period from the reduction decision until the date when the recalculated Exercise Price and the recalculated number of shares were determined as stated above.

If the Company's share capital was to be reduced by redemption of shares with repayment to the shareholders, which reduction is not compulsory, or the company - without a reduction of the share capital - would repurchase own shares and where, in the Company's estimation, such action with regard to its technical design and financial effects, is to be equated with a reduction which is compulsory, the conversion of the Exercise Price and the number of shares that each Warrant entitles the holder to subscribe for shall be made using, to the extent possible, the principles stated above in this section 7.8.

- 7.9 If the company changes the share capital currency, meaning that the Company's share capital would be determined in another currency than SEK, the Exercise price shall be converted to the same currency in which the share capital is determined and thereby rounded off to two decimal places. Such currency conversion shall be made using the exchange rate used to convert the share capital.

Subscription price recalculated as described above shall confirmed by the Company and shall apply to Subscriptions that are executed from the date on which the change of share capital currency takes effect.

- 7.10 Should the Company take actions such as those stated in sub-sections 7.1–7.5 or 7.7–7.9 above and should, 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, subject to prior written approval by the board of directors of the Company, make the recalculation of the Exercise Price, and the number of shares for which each Warrant entitles the holder to subscribe, in such a manner as the Company determines is appropriate to ensure that the recalculation gives a reasonable result.

7.11 On recalculation of the Exercise Price in accordance with the above, the Exercise Price shall be rounded off to the nearest SEK 0.10, for which purposes SEK 0.05 shall be rounded upwards and the number of shares shall be rounded off to two decimal places. In case the Exercise Price is expressed in another currency than SEK, the Exercise Price shall be rounded off to two decimal places in case of recalculation in accordance with the above.

7.12 If it is resolved that the Company shall enter into liquidation in accordance with Chapter 25 of the Swedish Companies Act, regardless of the liquidation grounds, notification of Subscription cannot be made thereafter. The right to make a Subscription application is terminated as a result of the liquidation decision, regardless of the fact that this may not have gained legal force.

Not later than two months before the General Assembly decides whether the Company shall enter into voluntary liquidation in accordance with Chapter 25, Section 1 of the Swedish Companies Act, the holders shall be informed of the intended liquidation by means of notice pursuant to paragraph 9 below. The notice shall include a reminder that the notification of Subscription may not take place after the General Assembly resolved on liquidation

Should the Company submit a notice of intended liquidation as above, the holder - notwithstanding what is stated in paragraph 4 of the earliest date for notification of Subscription - shall have the right to submit a notification of Subscription from the date the notice was provided, provided that Subscription can be effected no later than ten calendar days before the General Assembly at which the issue of the Company's liquidation is to be decided.

7.13 In the event the General Assembly approves a merger plan in accordance with Chapter 23, section 15 of the Swedish Companies Act, pursuant to which the Company is to be merged into another company, applications for Subscription may not thereafter be made.

No later than two months prior to the final decision by the Company in respect of a merger as set forth above, notice shall be given to Participants in accordance with section 9 below in respect of the proposed merger. Such notice shall include the main aspects of the proposed merger plan and a reminder that applications for Subscription may not be made following a final decision regarding the merger in accordance with the provisions set forth in the preceding paragraph

Should the Company submit a notice of planned merger as above, the holder - notwithstanding paragraph 4 of the earliest date for notification of Subscription - shall have the right to make a notification of Subscription from the date of notification of the merger intention, provided that Subscription can be executed no later than on the tenth calendar day before the General Assembly, at which the merger plan, whereby the Company shall be included in another company, shall be approved.

7.14 If the Company draws up a merger plan in accordance with Chapter 23, Section 28 of the Swedish Companies Act, whereby the Company would be merged into another company, the following shall apply.

In the event that the Company's Board of Directors announces its intention to draw up a merger plan in accordance with the legislation mentioned in the previous paragraph, the Company shall, in the event that the final date for notification of Subscription pursuant to paragraph 4 above falls after such publication, set a new final date for notification of Subscription (expiration date). The closing date shall fall within 60 days of publication.

If the publication has been made in accordance with the provisions of this section 7.14 above – notwithstanding what is stated in paragraph 4 above about the earliest date for notification of Subscription – holders have the right to make such notification until the end date. The Company shall notify the holders of this right no later than four weeks before the closing date by means of a notification pursuant to paragraph 9 below and that the registration for Subscription may not take place after the closing date.

- 7.15 Should the General Assembly approve a divisional plan in accordance with Chapter 24, Section 17 of the Swedish Companies Act, whereby the Company is to be divided by taking over all the Company's assets and liabilities by two or more other companies, the application for Subscription may not thereafter be made.

No later than two months before the Company takes a final position on the division according to the above, the holders shall be informed of the intended division by means of notice according to paragraph 9 below. The notice shall state the main content of the intended sharing plan and the holders should be reminded that Subscription notification cannot be made after a final decision on sharing.

If the Company submits a notice of intended sharing as set forth above, the holder - notwithstanding paragraph 4 above of the earliest date of Subscription - shall have the right to call for Subscription from the date of notification, provided that Subscription may be effected not later than the tenth calendar day prior to date of the General Assembly at which the divisional plan is to be approved.

- 7.16 Notwithstanding what has been said in sections 7.12, 7.13, 7.14 and 7.15 above that notification of Subscription may not be made after a decision on liquidation, approval of merger plan, end of new closing date on merger or approval of division plan, the right to re-register for Subscription in the event that the liquidation ceases or the merger or division is not completed.
- 7.17 In the event that the Company would enter bankruptcy proceedings, no application for Subscription can be made. However, if the bankruptcy decision is revoked by a higher court, the application for Subscription may again be made.

## **8. SPECIAL UNDERTAKING BY THE COMPANY**

The Company undertakes not to take any measures set forth in section 7 above that would result in an adjustment of the Exercise Price to an amount less than the from time to time prevailing quota value of the Company's shares.

## **9. NOTICES**

Notices concerning the Warrants shall be sent to each Participant using the most recent email address registered by the Company.

## **10. AMENDMENTS TO TERMS AND CONDITIONS**

The Company may amend these conditions to the extent required by law, court orders, authority's decision or otherwise if – in the Company's judgment - for practical reasons it is appropriate or necessary and the rights of the Participants are not impaired in any material respect.

## **11. CONFIDENTIALITY**

Neither the Company nor the Bank may unduly reveal information to third parties about the Participants.

**12. LIMITATION OF LIABILITY OF THE COMPANY AND THE BANK**

In relation to meeting their obligations or performing actions to be taken by the Company and the Bank, these assume no responsibility for damages caused by Swedish or foreign legislation, decision or action by Swedish or foreign authority, acts of war, strike, boycott, lockout or other similar circumstances. As regards strike, boycott, blockade and lockout, such limitation applies also if the Company or the Bank takes or is subject to such measures.

The Company and the Bank are also in other cases not liable for damages that occurs if the Company or the Bank have been normally careful. The Company and the Bank are in no case liable for indirect damage.

If the Company or the Bank is unable to execute a payment or other obligation as a consequence of circumstances specified in the first paragraph, such performance may be postponed until such time as the cause for the impediment has terminated.

**13. APPLICABLE LAW AND FORUM**

Swedish law shall apply to these terms and related legal issues.

Legal proceedings relating to these terms and conditions shall be brought before the Stockholm District Court or such other forum as is accepted in writing by the Company.

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