

TERMS AND CONDITIONS FOR WARRANTS 2021/2024:3 REGARDING SUBSCRIPTION FOR NEW SHARES IN ECHANDIA GROUP 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”	Echandia Group AB, reg. no. 556939-0320;
”Euroclear”	Euroclear Sweden AB, reg. no. 556112-8074;
”listing”	listing of shares in the Company on a regulated market or other organized marketplace such as Nasdaq First North Growth Market;
”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 20,000. 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 share in the Company at a subscription price of SEK 475,00 per share. The subscription price shall never be lower than the quotient value of the Company's shares. The amount that exceeds the quotient value shall be transferred to the non-restricted share premium account.
- 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.
- 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 December 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. 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

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. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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.
