

**MINUTES FROM THE
EXTRAORDINARY GENERAL MEETING
IN ALLIGATOR BIOSCIENCE AB, REG.
NO. 556597-8201, ON 13 JANUARY
2025 AT 11:30 IN LUND**

0. OPENING OF THE MEETING

Lawyer Ola Grahn opened the meeting at the request of the board of directors.

1. ELECTION OF CHAIRMAN OF THE MEETING

Lawyer Ola Grahn was elected Chairman of the meeting in accordance with the proposal of the board of directors. The Chairman of the meeting should keep the minutes.

It was further resolved that shareholders who had their shares trustee-registered could attend the meeting.

2. PREPARATION AND APPROVAL OF THE REGISTER OF VOTERS

The list presented in **Schedule 1** was approved as the register of voters at the meeting.

3. ELECTION OF TWO PERSONS TO CONFIRM THE MINUTES

It was resolved that the minutes shall be confirmed by two persons. Claes Åkerblad and Annika Boström were elected to confirm the minutes.

4. APPROVAL OF THE AGENDA

The proposed agenda in the notice to attend the meeting, **Schedule 2**, was approved as the agenda of the meeting.

5. DETERMINATION AS TO WHETHER THE MEETING HAS BEEN DULY CONVENED

It was noted that the notice to attend the meeting, in accordance with the Articles of Association and the provisions of the Swedish Companies Act (Sw. aktiebolagslagen (2005:551)), had been inserted in the Swedish Official Gazette (Sw. Post- och Inrikes Tidningar) on 5 December 2024, that the notice to attend the meeting had been available at the company's website since 2 December 2024, and that the advert regarding the notice to attend the meeting had been inserted in Dagens Industri on 5 December 2024.

The meeting was declared duly convened.

6. RESOLUTION ON AMENDMENT OF THE ARTICLES OF ASSOCIATION

The CEO Søren Bregenholt presented the background to the proposed rights issue.

The Chairman thereafter presented the proposal from the board of directors regarding amendment of the Articles of Association in accordance with **Schedule 3** and noted that the proposal has been kept available at the company's office and its website prior to the meeting. In addition, the proposal has been kept available at the meeting and sent to the shareholders upon request. Shareholders were given the opportunity to ask questions with regards to the proposal.

The meeting thereafter resolved in accordance with the proposal in Schedule 3. It was noted that the resolution was unanimous.

7. RESOLUTION ON APPROVAL OF THE BOARD OF DIRECTORS' RESOLUTION ON RIGHTS ISSUE OF UNITS

The Chairman presented the proposal from the board of directors regarding approval of the board of directors' resolution on rights issue of units in accordance with **Schedule 4** and ancillary documents pursuant to Chapter 13, Section 6 and Chapter 14, Section 8 of the Swedish Companies Act, and noted that the proposal and the documents in their entirety have been kept available at the company's office and its website prior to the meeting. In addition, the documents have been kept available at the meeting and sent to the shareholders upon request. The Chairman further informed that the warrants issued under this item were initially referred to as warrants series TO 10 and TO 11, but that the company had subsequently been informed that the warrants in Euroclear Sweden AB's account management system will be referred to as warrants series TO 12 and TO 13, which is why the warrants will be referred to as such in all contexts in the future. Shareholders were given the opportunity to ask questions with regards to the proposal.

The meeting thereafter resolved in accordance with the proposal in Schedule 4.

8. RESOLUTION TO AUTHORIZE THE BOARD OF DIRECTORS TO ISSUE ORDINARY SHARES AND WARRANTS TO GUARANTORS

The Chairman presented the proposal from the board of directors regarding authorization for the board of directors to issue ordinary shares and warrants to guarantors in accordance with **Schedule 5** and noted that the proposal in its entirety has been kept available at the company's office and its website prior to the meeting. In addition, the proposal has been kept available at the meeting and sent to the shareholders upon request. Shareholders were given the opportunity to ask questions with regards to the proposal.

The meeting thereafter resolved in accordance with the proposal in Schedule 5. It was noted that the resolution was unanimous.

9. RESOLUTION TO AUTHORIZE THE BOARD OF DIRECTORS TO ISSUE WARRANTS

The Chairman presented the proposal from the board of directors regarding authorization for the board of directors to issue warrants in accordance with **Schedule 6** and noted that the proposal in its entirety has been kept available at the company's office and its website prior to the meeting. In addition, the proposal has been kept available at the meeting and sent to the shareholders upon request. Shareholders were given the opportunity to ask questions with regards to the proposal.

The meeting thereafter resolved in accordance with the proposal in Schedule 6. It was noted that the resolution was unanimous.

10. CLOSING OF THE MEETING

The Chairman of the meeting declared the meeting closed.

In fidem:

Confirmed by:

Ola Grahn
(Chairman)

Claes Åkerblad

Annika Boström

Schedule 2

NOTICE OF EXTRAORDINARY GENERAL MEETING IN ALLIGATOR BIOSCIENCE AB

The English text is an unofficial translation. In case of any discrepancies between the Swedish text and the English translation, the Swedish text shall prevail.

The shareholders of Alligator Bioscience AB, Reg. No. 556597-8201, are invited to the extraordinary general meeting to be held on Monday 13 January 2025 at 11.30 CET, at Medicon Village, conference room Bengt, Scheelevägen 4 in Lund, Sweden.

RIGHT TO PARTICIPATE AND NOTIFICATION

Shareholders that want to participate in the meeting must be recorded in the company's share register kept by Euroclear Sweden AB as of Thursday 2 January 2025 and, further, have notified their participation to the company no later than Tuesday 7 January 2025, by mail to Alligator Bioscience AB, att. Greta Höög, Medicon Village, Scheelevägen 2, SE-223 81 Lund, Sweden. Notice can also be given by phone +46 (0)46-540 82 00 or by e-mail anmalan@alligatorbioscience.com. The notification should specify the shareholder's complete name, personal identity number or company registration number, the number of shares held by the shareholder, address, telephone number during work hours and, when applicable, information on the number of advisors (two at the most).

TRUSTEE-REGISTERED SHARES

Shareholders whose shares are trustee-registered in the name of a bank or other trustee must, to be able to exercise their voting rights at the meeting, request the trustee to register their shares in their own name with Euroclear Sweden AB (so called "voting rights registration"). Such voting rights registration must be implemented by the trustee no later than as of Tuesday 7 January 2025. Accordingly, shareholders must well in advance before this date notify their trustee of their request of such voting rights registration.

PROXIES ETC.

If the shareholder should be represented by a proxy, the proxy must bring a written power of attorney, which is dated and duly signed by the shareholder, to the meeting. The validity term of the power of attorney may not be more than one year, unless a longer validity term is specifically stated in the power of attorney (however at the longest five years). If the power of attorney is issued by a legal entity, the representing proxy must also present an up-to-date registration certificate or equivalent document for the legal entity. In order to facilitate the entrance at the meeting, a copy of the power of attorney and other authorization documents should preferably be attached to the shareholder's notification to participate in the meeting.

A template power of attorney is available at the company's website (www.alligatorbioscience.com) and will be sent to shareholders who request it and state their address.

PROPOSED AGENDA

0. Opening of the meeting.
1. Election of Chairman of the meeting.
2. Preparation and approval of the register of voters.
3. Election of two persons to confirm the minutes.
4. Approval of the agenda.
5. Determination as to whether the meeting has been duly convened.
6. Resolution on amendment of the Articles of Association.
7. Resolution on approval of the board of directors' resolution on rights issue of units.
8. Resolution to authorize the board of directors to issue ordinary shares and warrants to guarantors.
9. Resolution to authorize the board of directors to issue warrants.
10. Closing of the meeting.

PROPOSED RESOLUTIONS

Item 1: Election of Chairman of the meeting

The board of directors proposes that lawyer Ola Grahm is elected as Chairman of the meeting.

Item 6: Resolution on amendment of the Articles of Association

In order to enable the rights issue of units consisting of ordinary shares and warrants that is proposed to be approved in accordance with item 7 on the agenda for the meeting, the board of directors proposes that the meeting resolves to amend the company's Articles of Association by adopting new limits for the share capital and the number of shares, respectively. In this regard, the board of directors has prepared fourteen proposals for amendments to the Articles of Association, Alternative A, Alternative B, Alternative C, Alternative D, Alternative E, Alternative F, Alternative G, Alternative H, Alternative I, Alternative J, Alternative K, Alternative L, Alternative M and Alternative N. Only one set of Articles of Association are intended to be registered with the Swedish Companies Registration Office (*Sw. Bolagsverket*). Which Articles of Association may be registered depends on the final transaction structure and how many ordinary shares and warrants are issued and subscribed for and paid for in the rights issue.

It is proposed that the board of directors shall be authorized to register the company's new Articles of Association in accordance with one of Alternative A, Alternative B, Alternative C, Alternative D, Alternative E, Alternative F, Alternative G, Alternative H, Alternative I, Alternative J, Alternative K, Alternative L, Alternative M and Alternative N, based on what the board of directors, after considering the final

terms and the outcome of the rights issue, deems most appropriate. It is therefore proposed that the meeting resolves on all alternatives, but only one of the alternatives may ultimately be registered with the Swedish Companies Registration Office. The board of directors may also find it most appropriate not to register any new Articles of Association at all.

Amendments to the Articles of Association in accordance with Alternative A
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 600,000 and no more than SEK 2,400,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 750,000,000 and shall not exceed 3,000,000,000.

Amendments to the Articles of Association in accordance with Alternative B
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 800,000 and no more than SEK 3,200,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 1,000,000,000 and shall not exceed 4,000,000,000.

Amendments to the Articles of Association in accordance with Alternative C
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 1,040,000 and no more than SEK 4,160,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 1,300,000,000 and shall not exceed 5,200,000,000.

Amendments to the Articles of Association in accordance with Alternative D
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 1,360,000 and no more than SEK 5,440,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 1,700,000,000 and shall not exceed 6,800,000,000.

Amendments to the Articles of Association in accordance with Alternative E
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 1,800,000 and no more than SEK 7,200,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 2,250,000,000 and shall not exceed 9,000,000,000.

Amendments to the Articles of Association in accordance with Alternative F

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 2,400,000 and no more than SEK 9,600,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 3,000,000,000 and shall not exceed 12,000,000,000.

Amendments to the Articles of Association in accordance with Alternative G

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 3,200,000 and no more than SEK 12,800,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 4,000,000,000 and shall not exceed 16,000,000,000.

Amendments to the Articles of Association in accordance with Alternative H

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 4,240,000 and no more than SEK 16,960,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 5,300,000,000 and shall not exceed 21,200,000,000.

Amendments to the Articles of Association in accordance with Alternative I

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 5,600,000 and no more than SEK 22,400,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 7,000,000,000 and shall not exceed 28,000,000,000.

Amendments to the Articles of Association in accordance with Alternative J
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 7,440,000 and no more than SEK 29,760,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 9,300,000,000 and shall not exceed 37,200,000 000.

Amendments to the Articles of Association in accordance with Alternative K
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 9,920,000 and no more than SEK 39,680,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 12,400,000,000 and shall not exceed 49,600,000,000.

Amendments to the Articles of Association in accordance with Alternative L
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 13,200,000 and no more than SEK 52,800,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 16,500,000,000 and shall not exceed 66,000,000,000.

Amendments to the Articles of Association in accordance with Alternative M
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 17,600,000 and no more than SEK 70,400,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 22,000,000,000 and shall not exceed 88,000,000,000.

Amendments to the Articles of Association in accordance with Alternative N
§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 22,400,000 and no more than SEK 89,600,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 28,000,000,000 and shall not exceed 112,000,000,000.

The meeting's resolution in accordance with the board of directors' proposal under Alternatives A–N above shall be made as a joint resolution.

The resolution pursuant to this proposal presupposes and is conditional upon that the meeting resolves to approve the rights issue under item 7 on the agenda for the meeting, that the meeting resolves on authorization for the board of directors to resolve on issue of ordinary shares and warrants to guarantors under item 8 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of warrants under item 9 on the agenda for the meeting.

Item 7: Resolution on approval of the board of directors' resolution on rights issue of units

The board of directors proposes that the meeting resolves to approve the board of directors' decision of 2 December 2024 on a rights issue of units, whereby each unit consists of ten (10) ordinary shares, ten (10) warrants series TO 10 ("**TO 10**") and five (5) warrants series TO 11 ("**TO 11**") and on the following terms and conditions in general:

1. The board of directors, or a person appointed by the board of directors, shall be authorized to, no later than five weekdays prior to the record date, determine the maximum amount by which the company's share capital shall be increased, the maximum number of new ordinary shares, TO 10 and TO 11, and consequently the number of units, that shall be issued, the number of existing ordinary shares that shall entitle to subscription of a certain number of units and the amount that shall be paid for each unit in the rights issue.

2. The board of directors' determination of the terms and conditions of the rights issue pursuant to the authorization in item 1 may not result in the company's share capital and number of shares, after the completion of the rights issue, exceeding the limits of the company's maximum permitted share capital and number of shares according to the Articles of Association (based on the current Articles of Association or one of the Articles of Association proposed to the meeting and set out in item 6 on the agenda for the meeting). As a result of the exercise of the TO 10 and TO 11, the company's share capital may be increased by not more than the amount corresponding to the number of warrants of each series that shall be issued in accordance with item 1, multiplied by the share's quota value.

3. The amount that exceeds the share's quota value shall be transferred to the unrestricted share premium reserve.

4. The warrants shall be issued free of charge.

5. Subscription of units with preferential rights shall be made by exercise of unit rights. The right to receive unit rights for subscription of units with preferential rights shall vest in those who, on the record date, are registered as shareholders and thereby are allotted unit rights in relation to their shareholding as of the record date. The company holds 949,850 own series C shares which do not entitle to preferential rights in the rights issue.

6. The record date for receipt of unit rights and the right to participate in the issue with preferential rights shall be 27 January 2025.

7. If not all units are subscribed for by exercise of unit rights, allotment of the remaining units shall be made within the highest amount of the issue:

- i. *firstly*, to those who have subscribed for units by exercise of unit rights (regardless of whether they were shareholders on the record date or not) and who have applied for subscription of units without exercise of unit rights and if allotment to these cannot be made in full, allotment shall be made pro rata in relation to the number of unit rights that each and every one of those, who have applied for subscription of units without exercise of unit rights, have exercised for subscription of units;
- i. *secondly*, to those who have applied for subscription of units without exercise of unit rights and if allotment to these cannot be made in full, allotment shall be made pro rata in relation to the number of units the subscriber in total has applied for subscription of; and
- i. *thirdly*, to those who have provided underwriting commitments with regard to subscription of units, in proportion to such underwriting commitments.

To the extent that allotment in any section above cannot be done pro rata, allotment shall be determined by drawing of lots.

8. Subscription of units by exercise of unit rights shall be made through cash payment during the time period from and including 29 January 2025 up to and including 12 February 2025. Subscription of units through payment means that the subscriber authorizes an issuing agent engaged by the company to execute subscription on a subscription list regarding the number of free of charge warrants that the subscribed units consist of.

Subscription of units without exercise of unit rights shall be made on a separate subscription list during the same time period as subscription by exercise of unit rights shall be made. Payment for units subscribed for without exercise of unit rights is to be made no later than the third banking day after notice on the allotment has been sent to the subscriber through promissory note.

The board of directors shall have the right to prolong the time period for subscription and payment.

9. In the event that a subscriber subscribes for units that entail that the subscriber's total shareholding exceeds a limit that entails a notification obligation in accordance with the Swedish Screening of Foreign Direct Investments Act (*Sw. lagen (2023:560) om granskning av utländska direktinvesteringar*), allotment shall initially only be made at a level whereby the subscriber is below the said limit, and allotment of an excess part of the subscription shall be conditional upon i) the subscriber fulfilling its notification obligation; and (ii) that the Inspectorate of Strategic Products (*Sw. Inspektionen för strategiska produkter*) makes a decision on the basis of the subscriber's notification to the effect that allotment may take place. Payment for such units shall then be made no later than the third banking day after the conditions for subscription have been fulfilled.

10. Subscription can only be made in units and thus not by ordinary shares or warrants individually. Allotment may only be made in units. However, after the rights issue, the ordinary shares and warrants will be separated.

11. The ordinary shares issued in connection with the rights issue convey right to dividends as from the first record date for dividends occurring after the issue resolution.

12. For TO 10 and the exercise of the subscription right, the following terms and conditions inter alia applies:

(a) One (1) TO 10 entitles the right to subscribe for one (1) new ordinary share in the company against cash consideration amounting to 70 per cent of the volume-weighted average price according to the official price list of Nasdaq Stockholm for ordinary shares in the company during the period from and including 11 April 2025 up to and including 28 April 2025, however not less than the higher of (i) SEK 0.01 and (ii) the share's quota value, and not more than an amount corresponding to 125 per cent of the subscription price per share in the rights issue. The subscription price shall be rounded off to the nearest whole öre (SEK 0.01). Any amount exceeding the quota value of the shares shall be added to the free share premium reserve.

(b) The subscription price and the number of ordinary shares that each TO 10 entitles right to subscribe for may be subject to customary recalculation formulas upon split or consolidation of shares, rights issue or similar.

(c) The warrants may be exercised during the period from and including 5 May 2025 up to and including 19 May 2025.

(d) A share issued pursuant to subscription confers right to dividends from the first record date for dividends that occurs following effectuation of the subscription to such extent that the share has been recorded as interim share in the company's share ledger.

1. For TO 11 and the exercise of the subscription right, the following terms and conditions inter alia applies:

(a) One (1) TO 11 entitles the right to subscribe for one (1) new ordinary share in the company against cash consideration amounting to 70 per cent of the volume-weighted average price according to the official price list of Nasdaq Stockholm for ordinary shares in the company during the period from and including 14 August 2025 up to and including 27 August 2025, however not less than the higher of (i) SEK 0.01 and (ii) the share's quota value, and not more than an amount corresponding to 125 per cent of the subscription price per share in the rights issue. The subscription price shall be rounded off to the nearest whole öre (SEK 0.01). Any amount exceeding the quota value of the shares shall be added to the free share premium reserve.

(b) The subscription price and the number of ordinary shares that each TO 11 entitles right to subscribe for may be subject to customary recalculation formulas upon split or consolidation of shares, rights issue or similar.

(c) The warrants may be exercised during the period from and including 1 September 2025 up to and including 15 September 2025.

(d) A share issued pursuant to subscription confers right to dividends from the first record date for dividends that occurs following effectuation of the subscription to such extent that the share has been recorded as interim share in the company's share ledger.

1. The resolution on a rights issue of units presupposes and is conditional upon that the meeting resolves to amend the Articles of Association in accordance with the board of directors' proposal under item 6 on the agenda for the meeting, that the meeting resolves on authorization for the board of directors to resolve on issue of ordinary shares and warrants to guarantors under item 8 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of warrants under item 9 on the agenda for the meeting.

Item 8: Resolution to authorize the board of directors to issue ordinary shares and warrants to guarantors

In order to enable the issuance of units consisting of ordinary shares and warrants as compensation to those who have entered into guarantee commitments (the "**Guarantors**") to secure the rights issue of units that was resolved upon by the board of directors on 2 December 2024, and which is proposed to be approved under item 7 on the agenda for the meeting, the board of directors proposes that the meeting resolves to authorize the board of directors, for the period until the next annual general meeting, on one or several occasions, with deviation from the shareholders' preferential rights and with or without provisions regarding set-off or other conditions, to resolve on issue of ordinary shares and warrants to the Guarantors.

Upon exercise of the authorization, the terms and conditions for units shall be the same as in the rights issue, meaning that each unit shall consist of ten (10) ordinary shares, ten (10) warrants series TO 10 and five (5) warrants series TO 11, including the subscription price in the rights issue.

The purpose of the authorization and the reason for the deviation from the shareholders' preferential rights is to be able to carry out an issue of units as compensation to the Guarantors. The number of ordinary shares and warrants that may be issued pursuant to the authorization may not exceed the total number of ordinary shares and warrants corresponding to the agreed underwriting fee that the company has to pay to the Guarantors.

The resolution pursuant to this proposal presupposes and is conditional upon that the meeting resolves on amendment of the Articles of Association under item 6 on the agenda for the meeting, that the meeting resolves to approve the rights issue under item 7 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of warrants under item 9 on the agenda for the meeting.

Item 9: Resolution to authorize the board of directors to issue warrants

The board of directors proposes that the meeting resolves to authorize the board of directors to, on one occasion during the period until the next annual general meeting, with deviation from the shareholders' preferential rights, resolve to issue warrants. The warrants shall be issued free of charge and shall be of the same series as the warrants that are proposed to be issued in the rights issue of units consisting of shares and warrants series TO 10 and TO 11, which is proposed to be approved under item 7 on the agenda for the meeting.

The purpose of the authorization as well as the reasons for the deviation from the shareholders' preferential rights and the warrants being issued free of charge is to enable an issue of warrants series TO 10 and TO 11 to Fenja Capital II A/S ("**Fenja Capital**") as part of the restructuring of the company's existing loan agreement with Fenja Capital as described in the company's press release from 2 December 2024.

The resolution pursuant to this proposal presupposes and is conditional upon that the meeting resolves on amendment of the Articles of Association under item 6 on the agenda for the meeting, that the meeting resolves to approve the rights issue under item 7 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of ordinary shares and warrants to guarantors under item 8 on the agenda for the meeting.

PARTICULAR MAJORITY REQUIREMENTS

For valid resolutions on the proposals pursuant to items 6 and 8–9, the proposals have to be supported by shareholders representing at least two-thirds of the votes cast as well as of all shares represented at the meeting.

MEETING DOCUMENTS AND OTHER INFORMATION

The complete proposals for resolutions and ancillary documents pursuant to the Swedish Companies Act (*Sw. aktiebolagslagen*) will be kept available at the company's office at Medicon Village, Scheelevägen 2, SE-223 81 Lund, Sweden and at the company's website (www.alligatorbioscience.com) as from no later than three weeks prior to the meeting, and will also be sent to shareholders who request it and provide their address. Copies of the documents will also be available at the meeting.

PRESS RELEASE

02 December 2024 08:45:00 CET



Shareholders present at the meeting have the right to request information at the meeting pursuant to Chapter 7, Section 32 Paragraph 1 of the Swedish Companies Act (2005:551).

NUMBER OF SHARES AND VOTES IN THE COMPANY

The total number of shares in the company amounts to 758,989,086 shares, of which 758,039,236 are ordinary shares with one vote each and 949,850 are series C shares with one-tenth vote each. The total number of votes in the company amounts to 758,134,221 votes. The company holds all 949,850 outstanding series C shares, corresponding to 94,985 votes, which cannot be represented at the meeting.

PROCESSING OF PERSONAL DATA

For information on how your personal data is processed, see

<https://www.euroclear.com/dam/ESw/Legal/Privacy-notice-bolagsstammor-engelska.pdf>.

Lund in December 2024

ALLIGATOR BIOSCIENCE AB (PUBL)

The Board of Directors

For further information, please contact:

Søren Bregenholt, CEO

E-mail: soren.bregenholt@alligatorbioscience.com

Phone: +46 (0) 46 540 82 00

The information was submitted for publication, through the agency of the contact person set out above, at 8:45 a.m. CET on December 2, 2024.

Attachments

Notice of extraordinary general meeting in Alligator Bioscience AB

Schedule 3

The English text is an unofficial translation. In case of any discrepancies between the Swedish text and the English translation, the Swedish text shall prevail.

Proposal for resolution on amendment of the Articles of Association

In order to enable the rights issue of units consisting of ordinary shares and warrants that is proposed to be approved in accordance with item 7 on the agenda for the extraordinary general meeting (the "**Rights Issue**"), the board of directors of Alligator Bioscience AB, Reg. No. 556597-8201, proposes that the extraordinary general meeting on 13 January 2025 resolves to amend the company's Articles of Association by adopting new limits for the share capital and the number of shares, respectively. In this regard, the board of directors has prepared fourteen proposals for amendments to the Articles of Association, Alternative A, Alternative B, Alternative C, Alternative D, Alternative E, Alternative F, Alternative G, Alternative H, Alternative I, Alternative J, Alternative K, Alternative L, Alternative M and Alternative N. Only one set of Articles of Association are intended to be registered with the Swedish Companies Registration Office (Sw. Bolagsverket). Which Articles of Association may be registered depends on the final transaction structure and how many ordinary shares and warrants are issued and subscribed for and paid for in the Rights Issue.

It is proposed that the board of directors shall be authorized to register the company's new Articles of Association in accordance with one of Alternative A, Alternative B, Alternative C, Alternative D, Alternative E, Alternative F, Alternative G, Alternative H, Alternative I, Alternative J, Alternative K, Alternative L, Alternative M and Alternative N, based on what the board of directors, after considering the final terms and the outcome of the Rights Issue, deems most appropriate. It is therefore proposed that the meeting resolves on all alternatives, but only one of the alternatives may ultimately be registered with the Swedish Companies Registration Office. The board of directors may also find it most appropriate not to register any new Articles of Association at all.

Amendments to the Articles of Association in accordance with Alternative A

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 600,000 and no more than SEK 2,400,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 750,000,000 and shall not exceed 3,000,000,000.

Amendments to the Articles of Association in accordance with Alternative B

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 800,000 and no more than SEK 3,200,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 1,000,000,000 and shall not exceed 4,000,000,000.

Amendments to the Articles of Association in accordance with Alternative C

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 1,040,000 and no more than SEK 4,160,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 1,300,000,000 and shall not exceed 5,200,000,000.

Amendments to the Articles of Association in accordance with Alternative D

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 1,360,000 and no more than SEK 5,440,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 1,700,000,000 and shall not exceed 6,800,000,000.

Amendments to the Articles of Association in accordance with Alternative E

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 1,800,000 and no more than SEK 7,200,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 2,250,000,000 and shall not exceed 9,000,000,000.

Amendments to the Articles of Association in accordance with Alternative F

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 2,400,000 and no more than SEK 9,600,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 3,000,000,000 and shall not exceed 12,000,000,000.

Amendments to the Articles of Association in accordance with Alternative G

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 3,200,000 and no more than SEK 12,800,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 4,000,000,000 and shall not exceed 16,000,000,000.

Amendments to the Articles of Association in accordance with Alternative H

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 4,240,000 and no more than SEK 16,960,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 5,300,000,000 and shall not exceed 21,200,000,000.

Amendments to the Articles of Association in accordance with Alternative I

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 5,600,000 and no more than SEK 22,400,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 7,000,000,000 and shall not exceed 28,000,000,000.

Amendments to the Articles of Association in accordance with Alternative J

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 7,440,000 and no more than SEK 29,760,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 9,300,000,000 and shall not exceed 37,200,000 000.

Amendments to the Articles of Association in accordance with Alternative K

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 9,920,000 and no more than SEK 39,680,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 12,400,000,000 and shall not exceed 49,600,000,000.

Amendments to the Articles of Association in accordance with Alternative L

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 13,200,000 and no more than SEK 52,800,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 16,500,000,000 and shall not exceed 66,000,000,000.

Amendments to the Articles of Association in accordance with Alternative M

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 17,600,000 and no more than SEK 70,400,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 22,000,000,000 and shall not exceed 88,000,000,000.

Amendments to the Articles of Association in accordance with Alternative N

§4 Share capital

Current wording

The share capital of the company shall be no less than SEK 520,000 and no more than SEK 2,080,000.

Proposed wording

The share capital of the company shall be no less than SEK 22,400,000 and no more than SEK 89,600,000.

§5 Number of shares

Current wording

The number of shares shall not be less than 650,000,000 and shall not exceed 2,600,000,000.

Proposed wording

The number of shares shall not be less than 28,000,000,000 and shall not exceed 112,000,000,000.

The meeting's resolution in accordance with the board of directors' proposal under Alternatives A–N above shall be made as a joint resolution.

The resolution pursuant to this proposal presupposes and is conditional upon that the meeting resolves to approve the Rights Issue under item 7 on the agenda for the meeting, that the meeting resolves on authorization for the board of directors to resolve on issue of ordinary shares and warrants to guarantors under item 8 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of warrants under item 9 on the agenda for the meeting.

For a valid resolution, the proposal must be supported by shareholders representing at least two-thirds of the votes cast as well as of all shares represented at the meeting.

The company's CEO shall be authorized to make such minor formal adjustments of the resolution as might be necessary in connection with registration with the Swedish Companies Registration Office.

Lund in December 2024

The Board of Directors of Alligator Bioscience AB (publ)

Schedule 4

The English text is an unofficial translation. In case of any discrepancies between the Swedish text and the English translation, the Swedish text shall prevail.

Resolution on rights issue of units subject to approval by the extraordinary general meeting

The board of directors of Alligator Bioscience AB, Reg. No. 556597-8201, hereby resolves, subject to approval by the extraordinary general meeting on 13 January 2025, on a rights issue of units, whereby each unit consists of ten (10) ordinary shares, ten (10) warrants series TO 12 ("TO 12") and five (5) warrants series TO 13 ("TO 13") and on the following terms and conditions in general:

1. The board of directors, or a person appointed by the board of directors, shall be authorized to, no later than five weekdays prior to the record date, determine the maximum amount by which the company's share capital shall be increased, the maximum number of new ordinary shares, TO 12 and TO 13, and consequently the number of units, that shall be issued, the number of existing ordinary shares that shall entitle to subscription of a certain number of units and the amount that shall be paid for each unit in the rights issue.
2. The board of directors' determination of the terms and conditions of the rights issue pursuant to the authorization in item 1 may not result in the company's share capital and number of shares, after the completion of the rights issue, exceeding the limits of the company's maximum permitted share capital and number of shares according to the Articles of Association (based on the current Articles of Association or one of the Articles of Association proposed to the meeting and set out in item 6 on the agenda for the meeting). As a result of the exercise of the TO 12 and TO 13, the company's share capital may be increased by not more than the amount corresponding to the number of warrants of each series that shall be issued in accordance with item 1, multiplied by the share's quota value.
3. The amount that exceeds the share's quota value shall be transferred to the unrestricted share premium reserve.
4. The warrants shall be issued free of charge.
5. Subscription of units with preferential rights shall be made by exercise of unit rights. The right to receive unit rights for subscription of units with preferential rights shall vest in those who, on the record date, are registered as shareholders and thereby are allotted unit rights in relation to their shareholding as of the record date. The company holds 949,850 own series C shares which do not entitle to preferential rights in the rights issue.
6. The record date for receipt of unit rights and the right to participate in the issue with preferential rights shall be 27 January 2025.

7. If not all units are subscribed for by exercise of unit rights, allotment of the remaining units shall be made within the highest amount of the issue:
- (i) *firstly*, to those who have subscribed for units by exercise of unit rights (regardless of whether they were shareholders on the record date or not) and who have applied for subscription of units without exercise of unit rights and if allotment to these cannot be made in full, allotment shall be made pro rata in relation to the number of unit rights that each and every one of those, who have applied for subscription of units without exercise of unit rights, have exercised for subscription of units;
 - (ii) *secondly*, to those who have applied for subscription of units without exercise of unit rights and if allotment to these cannot be made in full, allotment shall be made pro rata in relation to the number of units the subscriber in total has applied for subscription of; and
 - (iii) *thirdly*, to those who have provided underwriting commitments with regard to subscription of units, in proportion to such underwriting commitments.

To the extent that allotment in any section above cannot be done pro rata, allotment shall be determined by drawing of lots.

8. Subscription of units by exercise of unit rights shall be made through cash payment during the time period from and including 29 January 2025 up to and including 12 February 2025. Subscription of units through payment means that the subscriber authorizes an issuing agent engaged by the company to execute subscription on a subscription list regarding the number of free of charge warrants that the subscribed units consist of.

Subscription of units without exercise of unit rights shall be made on a separate subscription list during the same time period as subscription by exercise of unit rights shall be made. Payment for units subscribed for without exercise of unit rights is to be made no later than the third banking day after notice on the allotment has been sent to the subscriber through promissory note.

The board of directors shall have the right to prolong the time period for subscription and payment.

9. In the event that a subscriber subscribes for units that entail that the subscriber's total shareholding exceeds a limit that entails a notification obligation in accordance with the Swedish Screening of Foreign Direct Investments Act (Sw. lagen (2023:560) om granskning av utländska direktinvesteringar), allotment shall initially only be made at a level whereby the subscriber is below the said limit, and allotment of an excess part of the subscription shall be conditional upon i) the subscriber fulfilling its notification obligation; and (ii) that the Inspectorate of Strategic Products (Sw. Inspektionen för strategiska produkter) makes a decision on the basis of the subscriber's notification to the effect that allotment may take place. Payment for such units shall then be made no later than the third banking day after the conditions for subscription have been fulfilled.

10. Subscription can only be made in units and thus not by ordinary shares or warrants individually. Allotment may only be made in units. However, after the rights issue, the ordinary shares and warrants will be separated.
11. The ordinary shares issued in connection with the rights issue convey right to dividends as from the first record date for dividends occurring after the issue resolution.
12. For TO 12 and the exercise of the subscription right, the terms and conditions set out in the attached appendix for the warrants series TO 12 in Alligator Bioscience AB (**Appendix A**) applies. The terms and conditions state inter alia:
 - (a) that one (1) TO 12 entitles the right to subscribe for one (1) new ordinary share in the company against cash consideration amounting to 70 per cent of the volume-weighted average price according to the official price list of Nasdaq Stockholm for ordinary shares in the company during the period from and including 11 April 2025 up to and including 28 April 2025, however not less than the higher of (i) SEK 0.01 and (ii) the share's quota value, and not more than an amount corresponding to 125 per cent of the subscription price per share in the rights issue. The subscription price shall be rounded off to the nearest whole öre (SEK 0.01). Any amount exceeding the quota value of the shares shall be added to the free share premium reserve;
 - (b) that the subscription price and the number of ordinary shares that each TO 12 entitles right to subscribe for may be subject to recalculation in accordance with Clause 8 of the terms and conditions;
 - (c) that the warrants may be exercised during the period from and including 5 May 2025 up to and including 19 May 2025;
 - (d) that the period when the subscription right may be exercised may be brought forward or postponed in accordance with Clause 8 of the terms and conditions; and
 - (e) that the shares issued upon exercise of warrants shall confer right to dividends in accordance with Clause 7 of the terms and conditions.
13. For TO 13 and the exercise of the subscription right, the terms and conditions set out in the attached appendix for the warrants series TO 13 in Alligator Bioscience AB (**Appendix B**) applies. The terms and conditions state inter alia:
 - (f) that one (1) TO 13 entitles the right to subscribe for one (1) new ordinary share in the company against cash consideration amounting to 70 per cent of the volume-weighted average price according to the official price list of Nasdaq Stockholm for ordinary shares in the company during the period from and including 14 August 2025 up to and including 27 August 2025, however not less than the higher of (i) SEK 0.01 and (ii) the share's quota value, and not more than an amount corresponding to 125 per cent of the subscription price per share in the rights issue. The subscription price shall be rounded off to the

nearest whole öre (SEK 0.01). Any amount exceeding the quota value of the shares shall be added to the free share premium reserve;

- (g) that the subscription price and the number of ordinary shares that each TO 13 entitles right to subscribe for may be subject to recalculation in accordance with Clause 8 of the terms and conditions;
 - (h) that the warrants may be exercised during the period from and including 1 September 2025 up to and including 15 September 2025;
 - (i) that the period when the subscription right may be exercised may be brought forward or postponed in accordance with Clause 8 of the terms and conditions; and
 - (j) that the shares issued upon exercise of warrants shall confer right to dividends in accordance with Clause 7 of the terms and conditions.
14. The resolution on a rights issue of units presupposes and is conditional upon that the meeting resolves to amend the Articles of Association in accordance with the board of directors' proposal under item 6 on the agenda for the meeting, that the meeting resolves on authorization for the board of directors to resolve on issue of ordinary shares and warrants to guarantors under item 8 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of warrants under item 9 on the agenda for the meeting.
15. The company's CEO shall be authorized to make such minor formal adjustments of the issue resolution as might be necessary in connection with registration with the Swedish Companies Registration Office (Sw. Bolagsverket) or Euroclear Sweden AB.
16. Documents pursuant to Chapter 13, Section 6 and Chapter 14, Section 8 of the Swedish Companies Act (2005:551) have been prepared.

Lund on 2 December 2024

The Board of Directors of Alligator Bioscience AB (publ)

Terms and conditions for warrants series TO 12 in Alligator Bioscience AB

1. Definitions

In these terms and conditions:

“the bank”	means the bank or account keeping institute retained by the company from time to time to manage certain tasks pursuant to, or provided for by, these terms and conditions.
“banking day”	means a day that is not a Saturday, Sunday or another public holiday in Sweden, or which as regards the payment of promissory notes is not equated with a public holiday in Sweden.
“the Companies Act”	means the Swedish Companies Act (Sw. aktiebolagslagen (2005:551)).
“the company”	means Alligator Bioscience AB, Reg. No. 556597-8201.
“market quotation”	means, in relation to any shares, securities or other rights, that the relevant shares, securities or rights are listed on a stock exchange, authorised market place, regulated market or a similar market place.
“securities account”	means a securities account (Sw. värdepapperskonto (‘avstämningskonto’)) with Euroclear on which the respective warrant holders’ holdings of warrants are registered or, as the case may be, shares in the company issued pursuant to subscription are to be registered.
“subscription”	means subscription, upon exercise of warrants, for new shares in the company in exchange for cash payment in accordance with these terms and conditions.
“subscription period”	means the period during which subscription can be made according to these terms and conditions.
“subscription price”	means the price at which subscription can be effected according to these terms and conditions.
“Euroclear”	means the Swedish central securities depository Euroclear Sweden AB.

“warrant”	means a right to subscribe for new shares in the company in exchange for cash payment in accordance with these terms and conditions.
“warrant holder”	means the person registered as holder of a warrant on a securities account.

2. Number of warrants, registrations etc.

The total number of warrants amounts to the maximum number that follows from the relevant issue resolution.

The warrants shall be registered by Euroclear in a securities register pursuant to the Swedish Central Securities Depositories and Financial Instruments Act (*Sw. lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*). Thus, no physical warrant certificates will be issued. The warrants will on behalf of the warrant holders be registered on their respective securities accounts. Registrations relating to the warrants in connection with measures pursuant to Clauses 6, 8 or 12 below will be effected by the company through the account keeping institute retained by the company from time to time to procure such registration. A warrant holder’s request for other registration shall be made to the account keeping institute with which the warrant holder has opened its securities account.

The company undertakes to effectuate subscriptions in accordance with these terms and conditions.

3. Right to subscribe for new shares

One (1) warrant series TO 12 entitles the right to subscribe for one (1) new ordinary share in the company against cash consideration amounting to 70 per cent of the volume-weighted average price according to the official price list of Nasdaq Stockholm for ordinary shares in the company during the period from and including 11 April 2025 up to and including 28 April 2025, however not less than the higher of (i) SEK 0.01 and (ii) the share’s quota value, and not more than an amount corresponding to 125 per cent of the subscription price per share in the rights issue. The subscription price shall be rounded off to the nearest whole öre (SEK 0.01). Any amount exceeding the quota value of the shares shall be added to the free share premium reserve.

The subscription price as well as the number of shares that each warrant confers right to subscribe for can be subject to adjustment in accordance with the provisions of Clause 8 below. If the application of these provisions should result in a subscription price lower than the higher of (i) SEK 0.01 and (ii) the quota value at that time of the then outstanding shares, the subscription price shall instead equal the higher of (i) SEK 0.01 and (ii) the quota value at that time of the then outstanding shares.

4. Subscription

Subscription may only be made during the period from and including 5 May 2025 up to and including 19 May 2025.

The subscription period can be brought forward or postponed in accordance with the provisions of Clause 8 below.

Subscription may only be made for the whole number of shares that the total number of warrants, which are registered on the same securities account and which are exercised by the same warrant holder at one and the same time, confer the right to subscribe for.

Subscription is made by submitting an application form (subscription list) in the form stipulated and provided by the company or the bank, duly completed and signed, to the company or the bank at the address specified in the application form.

Should such application form (subscription list) not have been received by the company or the bank within the subscription period, the warrants shall lapse.

Subscription is binding and may not be revoked.

5. Payment

Payment for the number of shares for which the subscription relates shall be made simultaneously with the subscription. The payment shall be made in cash to the bank account specified in the application form (subscription list).

6. Effectuation of subscription

Subscription is effected following subscription and payment made in accordance with Clauses 4 and 5 above. Any fractions of warrants that may not be exercised for subscription pursuant to the third paragraph of Clause 4 above will then be disregarded from. Such fractions shall lapse upon subscription.

Subscription is effected through a resolution of the board of directors of the company to allot the new shares to the warrant holder, whereafter the new shares are recorded in the company's share ledger (which is kept by Euroclear) and on the warrant holder's securities account as interim shares. Following completion of registration with the Swedish Companies Registration Office (Sw. Bolagsverket), the recordings of the new shares in the share ledger and on the securities account become final.

As stated in Clause 8 below, subscription may in certain cases be effected only after a certain date, and with the application of a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for.

7. Dividends on new shares

A share issued pursuant to subscription confers right to dividends from the first record date for dividends that occurs following effectuation of the subscription to such extent that the share has been recorded as interim share in the company's share ledger.

8. Recalculation of subscription price and number of shares, etc.

8.1 Bonus issue

If the company effects a bonus issue, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the bonus issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the bonus issue.

If the bonus issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the issue resolution. The recalculations shall be made by the company in accordance with the following formulas:

(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 that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x (the number of shares in the company after the bonus issue) / (the number of shares in the company prior to the bonus issue)

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the record date of the bonus issue. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and do not confer right to participate in the bonus issue.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.2 Consolidation or split-up

If the company effects a consolidation or split-up of its shares, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the consolidation or split-up at the latest shall be effected after the resolution on the consolidation or split-up of the shareholders' meeting.

Shares issued pursuant to subscription effected after the consolidation or split-up resolution are not affected by the consolidation or split-up.

If the consolidation or split-up is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the consolidation or split-up resolution. The recalculations shall be made by the company in accordance with the following formulas:

(recalculated subscription price) = (previous subscription price) x (the number of shares in the company prior to the consolidation or split-up) / (the number of shares in the company after the consolidation or split-up)

(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x (the number of shares in the company after the consolidation or split-up) / (the number of shares in the company prior to the consolidation or split-up)

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the consolidation or split-up resolution at the latest, and final

registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the consolidation or split-up having been registered with Euroclear. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and are not affected by the consolidation or split-up.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.3 New issue of shares

If the company effects a new issue of shares with preferential rights for the shareholders to subscribe for the new shares against cash payment or payment by way of set-off, the following shall apply as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription:

- (a) If the issue is resolved by the board of directors subject to the approval of the shareholders' meeting or pursuant to prior authorisation by the shareholders' meeting, then the latest date on which subscription shall have been effected in order for a share issued pursuant to subscription to confer right to participate in the issue shall be stated in the issue resolution. Such date may not fall earlier than on the tenth calendar day after public disclosure of the board of directors' issue resolution. Subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the said date at the latest shall be effected after that date.

Shares issued pursuant to subscription effected after the above-mentioned date do not confer right to participate in the new issue.

- (b) If the issue is resolved by the shareholders' meeting, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the new issue.

If the new issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the new issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \left(\frac{\text{the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price")}}{\text{(the average share price)} + \text{(the theoretical value of the subscription right ("the value of the subscription right"))}} \right)$$
$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \left(\frac{\text{(the average price of the share)} + \text{(the value of the subscription right)}}{\text{(the average share price)}} \right)$$

The average share price shall be deemed to equal the average of the mean of the highest and lowest prices paid for the share each trading day during the subscription period fixed pursuant to the issue resolution according to the exchange list on which the share is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

The value of the subscription right shall be calculated in accordance with the following formula, provided that the value of the subscription right shall be deemed to be zero if the resulting value is negative:

$$\text{(the value of the subscription right)} = \text{(the maximum number of new shares that can be issued according to the issue resolution)} \times \text{(the average share price)} - \text{(the subscription price for each new share)} / \text{(the number of shares in the company prior to the new issue)}$$

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.4 Issue of warrants or convertibles

If the company effects an issue of warrants (share options) or convertibles with preferential rights for the shareholders to subscribe for such warrants or convertibles against cash payment or payment by way of set-off or, as regards warrants, without payment, the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply analogously as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription.

If the issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price"))} / \text{(the average share price)} + \text{(the theoretical value of the subscription right ("the value of the subscription right"))}$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \text{(the average share price)} + \text{(the value of the subscription right)} / \text{(the average share price)}$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

If the subscription right is subject to market quotation, the value of the subscription right shall be deemed to equal the average of the mean of the highest and lowest prices paid for the subscription right each trading day during the subscription period fixed pursuant to the issue resolution according to the exchange list on which the subscription right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

If the subscription right is not subject to market quotation, the value of the subscription right shall 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.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.5 Certain other offers to the shareholders

If the company in other cases than those contemplated by Clauses 8.1–8.4 above (i) effects an offer to the shareholders, with preferential rights for the shareholders according to the principles of Chap. 13 Sec. 1 paragraph 1 of the Companies Act, to purchase any securities or rights from the company, or (ii) distributes to the shareholders, pursuant to such preferential right, any such securities or rights, (in both cases “the offer”), the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply analogously as regards effectuation of subscription and the right to participate in the offer conferred by shares issued pursuant to subscription.

If the offer is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the offer. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \left(\frac{\text{(the average market price of the share during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution ("the average share price"))}{\text{(the average share price)} + \text{(the theoretical value of the right to participate in the offer ("the value of the purchase right"))}} \right)$$
$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \frac{\text{(the previous number of shares that each warrant confers right to subscribe for)} \times \text{(the average share price)}}{\text{(the average share price)} + \text{(the value of the purchase right)}}$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

If the shareholders receive purchase rights and these are subject to market quotation, the value of the purchase right shall be deemed to equal the average of the mean of the highest and lowest prices paid for the purchase right each trading day during the acceptance period of the offer according to the exchange list on which the purchase right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, but the securities or rights being the subject of the offer either are already subject to market quotation or become subject to market quotation in connection with the offer, the value of the purchase right shall be deemed to equal (i) if the securities or rights are already subject to market quotation, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution according to the exchange list on which the security or right is primarily quoted, less any consideration payable for them in connection with the offer, or (ii) if the securities or rights become subject to market quotation in connection with the offer, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the period of 25 trading days starting on the first day of such market quotation according to the exchange list on which the security or right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation. When the value of the purchase right shall be determined pursuant to (ii) of this paragraph, then in the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with the above formulas the average share price shall relate to the 25-trading day period mentioned in (ii) of this paragraph instead of the period mentioned in the above formulas.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, and the securities or rights being the subject of the offer neither already are subject to market quotation nor become subject to market quotation in connection with the offer, the value of the purchase right shall to the 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 offer.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the period during which the average share price shall be calculated for the above recalculations at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.6 Equal treatment of warrant holders and shareholders

If the company effects a measure contemplated by Clauses 8.3–8.5 above, the company may, in its sole discretion, offer all the warrant holders the same preferential right as the shareholders to participate in the issue as offer. In such a case, notwithstanding that subscription has not been made or effected, each warrant holder shall be deemed to be the owner of such number of shares as the warrant holder would have received if subscription would have been made and effected according to the subscription price and the number of shares that each warrant confers right to subscribe for that would have applied if subscription would have been effected at such date, that shares issued pursuant to such subscription would have conferred right to participate in the relevant issue or offer.

If the company offers the warrant holders preferential right according to the previous paragraph, no recalculation of the subscription price or the number of share that each warrant confers right to subscribe for shall be made pursuant to Clauses 8.3- 8.5 above or Clause 8.9 below in connection with the issue or offer.

8.7 Extraordinary dividends

If the company pays cash dividends to the shareholders with an amount per share that, together with other cash dividends paid during the same financial year, exceeds fifteen per cent of the average market price for the share during a period of 25 trading days immediately prior to the day when the board of directors of the company announces its intention to propose such dividends to the shareholders' meeting (which average market price shall be calculated in accordance with the provisions in Clause 8.3 above), subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the dividends at the latest shall be effected after the resolution on the dividends of the shareholders' meeting.

Shares issued pursuant to subscription effected after the dividend resolution do not confer right to receive any part of the dividend.

If the payment of the dividends is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to receive any part of the dividends. The recalculations shall be based on the part of the aggregate cash dividends per share that exceeds fifteen per cent of the company's average market price during the above mentioned period (the "extraordinary dividend") and be made by the company in accordance with the following formulas:

$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without dividend ("the average share price"))} / ((\text{the average share price}) + (\text{the extraordinary dividend paid per share}))$
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(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x ((the average share price) + (the extraordinary dividend paid per share)) / (the average share price)

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the above-mentioned 25-trading day period at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.8 Reduction of the share capital etc.

If the company effects a reduction of its share capital with repayment to the shareholders (with or without redemption of shares), and such reduction is compulsory, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the reduction at the latest shall be effected only after the resolution on the reduction of the shareholders' meeting.

Shares issued pursuant to subscription effected after the reduction resolution do not confer right to receive any part of the repayment and are not affected by the redemption (if any).

If the reduction is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the reduction resolution. The recalculations shall be made by the company in accordance with the following formulas:

(recalculated subscription price) = (previous subscription price) x (the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without right to repayment ("the average share price")) / ((the average share price) + (the actual amount repaid per share))

(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x ((the average share price) + (the actual amount repaid per share)) / (the average share price)

If the reduction is carried out through redemption of shares, then instead of using the actual amount repaid per share in the above-mentioned recalculation of the subscription price and the number of shares each warrant confers right to subscribe for, a calculated amount repaid per share determined as follows shall be applied:

(calculated amount repaid per share) = ((the actual amount repaid per share) – (the average market price of the share during the period of 25 trading days immediately preceding the day on which the share is quoted without right to participate in the reduction (“the average share price”))) / ((the number of shares in the company which entitle to the reduction of one share) – 1)

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the latest 25-trading days period applicable for the above recalculations to occur at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to receive any amount of the repayment nor affected by the redemption (if any).

If the company effects (i) a reduction of its share capital with repayment to the shareholders through redemption of shares, and such reduction is not compulsory, or (ii) a re-purchase of shares in the company (without effecting a reduction of its share capital), and where, in the opinion of the company, such reduction or re-purchase due to its technical structure and financial effects is equivalent to a compulsory reduction, the above provisions in this Clause 8.8 shall apply and a recalculation of the subscription price and the number of shares to which each warrant confers right to subscribe for shall be made, to the extent possible, in accordance with the principles set forth in this Clause 8.8.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.9 Recalculations if the company’s shares are not subject to market quotation

8.9.1 If the company effects a measure contemplated by Clauses 8.3–8.5 or 8.8 above or Clause 8.14 below and none of the company’s shares are subject to market quotation at the time of such measure, the said provisions shall apply, provided that the recalculation of the subscription price and number of shares that each warrant confers right to subscribe for shall be made by the company, to the extent possible, in accordance with the principles set forth in such Clause 8.3–8.5 or 8.8 above or Clause 8.14 below as is applicable and based on the assumption that the value of the warrants shall be left unchanged.

8.9.2 In case none of the company’s shares are subject to market quotation, the following shall apply instead of the corresponding provisions in Clause 8.7 above. If the company pays cash dividends to the shareholders with an amount per share that, together with other cash dividends paid during the same financial year, exceeds 50 per cent of the company’s profits after tax according to established profit and loss accounts or, as applicable, consolidated profit and loss accounts, for the financial year immediately preceding the year in which the dividend is resolved, subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company’s share ledger on the seventeenth calendar day prior to

the shareholders' meeting to consider the dividends at the latest shall be effected after the resolution on the dividends of the shareholders' meeting.

Shares issued pursuant to subscription effected after the dividend resolution do not confer right to receive any part of the dividend.

If the payment of the dividends is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to receive any part of the dividends. The recalculations shall be based on the part of the aggregate cash dividends per share that exceeds 50 per cent of the company's above mentioned profits after tax (the "extraordinary dividend") and shall be made by the company, to the extent possible, in accordance with the principles set forth in such Clause 8.7 above and based on the assumption that the value of the warrants shall be left unchanged.

8.10 Alternative recalculation method

If the company effects any measure contemplated by Clauses 8.1– 8.5 or 8.7 - 8.8 above or Clause 8.14 below and if, in the company's opinion, application of the recalculation formulas established for such measure, taking into account the technical framework of such measure or 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 to which each warrant confers right to subscribe for in such a manner as the company determines is appropriate to ensure that the recalculation gives a reasonable result.

8.11 Rounding off

In the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with this Clause 8, the subscription price shall be rounded off to the nearest ten öre (SEK 0.10) where any SEK 0.05 shall be rounded upwards, and the number of shares shall be rounded off upwards to two decimals.

8.12 Compulsory acquisition

If shares in the company become subject to compulsory acquisition proceedings, the right to subscribe and to have subscription effected is regulated by the provisions of Chap. 22 of the Companies Act.

8.13 Merger

If (i) the shareholders' meeting resolves to approve a merger plan pursuant to which the company shall dissolve into another company or (ii) the board of directors of the company resolves that the company shall dissolve into its parent company, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscriptions ceases with the resolution of the shareholders' meeting or with the resolution of the board of directors, as applicable.

If the merger is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 60 calendar days prior to the shareholders' meeting to consider the approval of a merger plan or the board meeting to consider the company's dissolution into its parent company, as appropriate, the warrant holders shall be notified of the contemplated merger. The notice shall

contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved to approve the merger plan or the board of directors having resolved that the company shall dissolve into its parent company, as appropriate, and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscriptions effected from the date of the notice referred to in the previous paragraph, provided that such subscription can be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the approval of the merger plan or the board meeting to consider the company's dissolution into its parent company, as appropriate.

8.14 De-merger

8.14.1 If the shareholders' meeting resolves to approve a de-merger plan pursuant to which the company shall be divided through transfer of only certain of the company's assets and liabilities to one or several other companies, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the tenth calendar day prior to the shareholders' meeting to consider the approval of the de-merger plan at the latest shall be effected after the resolution on the approval of the de-merger plan of the shareholders' meeting.

Shares issued pursuant to subscription effected after the resolution on the approval of the de-merger plan do not confer right to receive any part of the de-merger contribution.

If the de-merger plan is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the resolution on the approval of the de-merger plan. The recalculations shall be made by the company in accordance with the following formulas:

(recalculated subscription price) = (previous subscription price) x (the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without right to de-merger consideration ("the average share price")) / ((the average share price) + (the value of the de-merger consideration paid per share))

(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x ((the average share price) + (the value of the de-merger consideration paid per share)) / (the average share price)

The average share price shall be calculated with analogous application of the provisions of Clause 8.3above.

To the extent the de-merger consideration consists of shares or other securities that are subject to market quotation in connection with the de-merger, the value of the de-merger consideration shall be deemed to equal the average of the mean of the highest and lowest prices paid for such shares or other securities each trading day during the above-mentioned 25-trading day period according to the exchange list on which such shares or others securities are primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

To the extent the de-merger consideration consists of shares or other securities that are not subject to market quotation, but such shares or other securities become subject to market quotation in

connection with the de-merger, the value of the de-merger consideration shall be deemed to equal the average of the mean of the highest and lowest prices paid for such shares or other security each trading day during the 25-trading day period starting on the first day of such market quotation according to the exchange list on which the share or other security is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation. When the value of any portion of the de-merger consideration shall be determined pursuant to this paragraph, then in the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with the above formulas the average share price shall relate to the 25-trading day period mentioned in this paragraph instead of the period mentioned in the above formulas.

To the extent the de-merger consideration consists of shares or other securities that are not subject to market quotation, and these shares or other securities do not become subject to market quotation in connection with the de-merger, the value of the de-merger consideration shall to the extent possible be determined based upon the change in the market value of the company's shares which, according to an independent valuer retained by the company, may be deemed to have occurred as a consequence of the de-merger.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the 25-trading day period during which the average market price of the share shall be calculated for the above recalculations at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to receive any part of the de-merger consideration.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.14.2 If the shareholders' meeting resolves to approve a de-merger plan pursuant to which the company shall be divided through transfer of all of the company's assets and liabilities to two or more other companies, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscriptions ceases with the resolution of the shareholders' meeting.

If the de-merger is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 60 calendar days prior to the shareholders' meeting to consider the approval of a de-merger plan, the warrant holders shall be notified of the contemplated de-merger. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved to approve the de-merger plan and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscription effected from the date of the above-mentioned notice, provided that such subscription can be effected to such extent that shares issued

pursuant to the subscription can be re-corded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the approval of the de-merger plan.

8.15 Winding-up

If it is resolved that the company shall be wound-up, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the winding-up resolution, regardless of the grounds for the resolution and whether the same shall have gained legal force.

If the winding-up is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 30 calendar days prior to the shareholders' meeting to consider a voluntary winding-up pursuant to Chap. 25 Sec. 1 of the Companies Act, the warrant holders shall be notified of the contemplated winding-up. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved that the company shall be wound-up and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscriptions effected from the date of the above-mentioned notice, provided that such subscription can be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the winding-up.

8.16 Bankruptcy

If a court of law declares the company bankrupt, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the bankruptcy order, regardless of the grounds for the order and whether the same shall have gained legal force.

If the bankruptcy order is revoked, subscription may again be made and effected in accordance with these terms and conditions.

9. Nominee

If a warrant is registered with a nominee pursuant to Chap. 5 Sec. 14 of the Companies Act, such nominee shall be regarded as the warrant holder upon application of these terms and conditions.

10. Notices

Notices concerning the warrants shall be sent by regular mail to each warrant holder and any other rights holder registered for warrants at the securities account or be publically announced by the company through press release.

11. Variation

The company shall be entitled to vary these terms and conditions to the extent required by legislation, decisions of courts of law or authorities, or if it otherwise, in the opinion of the company, is deemed necessary or expedient for practical reasons and provided that the rights of the warrant holders are in no way prejudiced. The warrant holders shall, without undue delay, be notified of the resolved changes.

12. Confidentiality

None of the company, the bank and Euroclear may without necessary authorisation disclose information regarding the warrant holders to any third party.

The company is entitled to transparency in securities register at Euroclear regarding the warrants, whereas i.a. it is stated who is registered for warrants, personal or other identification number, postal address and the number of warrants.

13. Limitation of liability

With respect to the actions incumbent on the company, the bank or Euroclear, none of the company, the bank and Euroclear – in the case of Euroclear, subject to the provisions of the Swedish Act on Account Keeping of Financial Instruments – shall be held liable for damage arising as a result of Swedish or foreign legislation, any action of a Swedish or foreign authority, acts of war, strikes, blockades, boycotts, lockouts, or similar circumstances. The exemption in respect of strikes, blockades, boycotts and lockouts applies also in cases where the company, the bank or Euroclear itself takes or is the subject of such measure or conflict.

Nor shall the company, the bank or Euroclear be liable for damage arising in other cases if the company, the bank or Euroclear, as appropriate, has exercised normal caution. In addition, under no circumstances shall the company or the bank be held liable for any indirect damage.

If the company, the bank or Euroclear is hindered from taking any measure due to a circumstance referred to in the first paragraph, the taking of such measure may be postponed until such hinder no longer exists.

14. Language

In the event of any discrepancy between the English and Swedish language versions of these terms and conditions, the Swedish language version shall prevail.

15. Dispute resolution and applicable law

Any dispute, controversy or claim arising out of or in connection with these terms and conditions, or any legal issues relating thereto, shall be settled by the ordinary courts of Sweden with the District Court of Lund (Sw. Lunds tingsrätt) as the court of first instance.

These terms and conditions and thereto related legal issues shall be governed by and construed in accordance with Swedish law.

Terms and conditions for warrants series TO 13 in Alligator Bioscience AB

1. Definitions

In these terms and conditions:

“the bank”	means the bank or account keeping institute retained by the company from time to time to manage certain tasks pursuant to, or provided for by, these terms and conditions.
“banking day”	means a day that is not a Saturday, Sunday or another public holiday in Sweden, or which as regards the payment of promissory notes is not equated with a public holiday in Sweden.
“the Companies Act”	means the Swedish Companies Act (Sw. aktiebolagslagen (2005:551)).
“the company”	means Alligator Bioscience AB, Reg. No. 556597-8201.
“market quotation”	means, in relation to any shares, securities or other rights, that the relevant shares, securities or rights are listed on a stock exchange, authorised market place, regulated market or a similar market place.
“securities account”	means a securities account (Sw. värdepapperskonto (‘avstämningskonto’)) with Euroclear on which the respective warrant holders’ holdings of warrants are registered or, as the case may be, shares in the company issued pursuant to subscription are to be registered.
“subscription”	means subscription, upon exercise of warrants, for new shares in the company in exchange for cash payment in accordance with these terms and conditions.
“subscription period”	means the period during which subscription can be made according to these terms and conditions.
“subscription price”	means the price at which subscription can be effected according to these terms and conditions.
“Euroclear”	means the Swedish central securities depository Euroclear Sweden AB.

“warrant”	means a right to subscribe for new shares in the company in exchange for cash payment in accordance with these terms and conditions.
“warrant holder”	means the person registered as holder of a warrant on a securities account.

2. Number of warrants, registrations etc.

The total number of warrants amounts to the maximum number that follows from the relevant issue resolution.

The warrants shall be registered by Euroclear in a securities register pursuant to the Swedish Central Securities Depositories and Financial Instruments Act (*Sw. lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*). Thus, no physical warrant certificates will be issued. The warrants will on behalf of the warrant holders be registered on their respective securities accounts. Registrations relating to the warrants in connection with measures pursuant to Clauses 6, 8 or 12 below will be effected by the company through the account keeping institute retained by the company from time to time to procure such registration. A warrant holder’s request for other registration shall be made to the account keeping institute with which the warrant holder has opened its securities account.

The company undertakes to effectuate subscriptions in accordance with these terms and conditions.

3. Right to subscribe for new shares

One (1) warrant series TO 13 entitles the right to subscribe for one (1) new ordinary share in the company against cash consideration amounting to 70 per cent of the volume-weighted average price according to the official price list of Nasdaq Stockholm for ordinary shares in the company during the period from and including 14 August 2025 up to and including 27 August 2025, however not less than the higher of (i) SEK 0.01 and (ii) the share’s quota value, and not more than an amount corresponding to 125 per cent of the subscription price per share in the rights issue. The subscription price shall be rounded off to the nearest whole öre (SEK 0.01). Any amount exceeding the quota value of the shares shall be added to the free share premium reserve.

The subscription price as well as the number of shares that each warrant confers right to subscribe for can be subject to adjustment in accordance with the provisions of Clause 8 below. If the application of these provisions should result in a subscription price lower than the higher of (i) SEK 0.01 and (ii) the quota value at that time of the then outstanding shares, the subscription price shall instead equal the higher of (i) SEK 0.01 and (ii) the quota value at that time of the then outstanding shares.

4. Subscription

Subscription may only be made during the period from and including 1 September 2025 up to and including 15 September 2025.

The subscription period can be brought forward or postponed in accordance with the provisions of Clause 8 below.

Subscription may only be made for the whole number of shares that the total number of warrants, which are registered on the same securities account and which are exercised by the same warrant holder at one and the same time, confer the right to subscribe for.

Subscription is made by submitting an application form (subscription list) in the form stipulated and provided by the company or the bank, duly completed and signed, to the company or the bank at the address specified in the application form.

Should such application form (subscription list) not have been received by the company or the bank within the subscription period, the warrants shall lapse.

Subscription is binding and may not be revoked.

5. Payment

Payment for the number of shares for which the subscription relates shall be made simultaneously with the subscription. The payment shall be made in cash to the bank account specified in the application form (subscription list).

6. Effectuation of subscription

Subscription is effected following subscription and payment made in accordance with Clauses 4 and 5 above. Any fractions of warrants that may not be exercised for subscription pursuant to the third paragraph of Clause 4 above will then be disregarded from. Such fractions shall lapse upon subscription.

Subscription is effected through a resolution of the board of directors of the company to allot the new shares to the warrant holder, whereafter the new shares are recorded in the company's share ledger (which is kept by Euroclear) and on the warrant holder's securities account as interim shares. Following completion of registration with the Swedish Companies Registration Office (Sw. Bolagsverket), the recordings of the new shares in the share ledger and on the securities account become final.

As stated in Clause 8 below, subscription may in certain cases be effected only after a certain date, and with the application of a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for.

7. Dividends on new shares

A share issued pursuant to subscription confers right to dividends from the first record date for dividends that occurs following effectuation of the subscription to such extent that the share has been recorded as interim share in the company's share ledger.

8. Recalculation of subscription price and number of shares, etc.

8.1 Bonus issue

If the company effects a bonus issue, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the bonus issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the bonus issue.

If the bonus issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the issue resolution. The recalculations shall be made by the company in accordance with the following formulas:

(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 that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x (the number of shares in the company after the bonus issue) / (the number of shares in the company prior to the bonus issue)

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the record date of the bonus issue. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and do not confer right to participate in the bonus issue.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.2 Consolidation or split-up

If the company effects a consolidation or split-up of its shares, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the consolidation or split-up at the latest shall be effected after the resolution on the consolidation or split-up of the shareholders' meeting.

Shares issued pursuant to subscription effected after the consolidation or split-up resolution are not affected by the consolidation or split-up.

If the consolidation or split-up is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the consolidation or split-up resolution. The recalculations shall be made by the company in accordance with the following formulas:

(recalculated subscription price) = (previous subscription price) x (the number of shares in the company prior to the consolidation or split-up) / (the number of shares in the company after the consolidation or split-up)

(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x (the number of shares in the company after the consolidation or split-up) / (the number of shares in the company prior to the consolidation or split-up)

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the consolidation or split-up resolution at the latest, and final

registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the consolidation or split-up having been registered with Euroclear. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and are not affected by the consolidation or split-up.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.3 New issue of shares

If the company effects a new issue of shares with preferential rights for the shareholders to subscribe for the new shares against cash payment or payment by way of set-off, the following shall apply as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription:

- (a) If the issue is resolved by the board of directors subject to the approval of the shareholders' meeting or pursuant to prior authorisation by the shareholders' meeting, then the latest date on which subscription shall have been effected in order for a share issued pursuant to subscription to confer right to participate in the issue shall be stated in the issue resolution. Such date may not fall earlier than on the tenth calendar day after public disclosure of the board of directors' issue resolution. Subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the said date at the latest shall be effected after that date.

Shares issued pursuant to subscription effected after the above-mentioned date do not confer right to participate in the new issue.

- (b) If the issue is resolved by the shareholders' meeting, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the new issue.

If the new issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the new issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \left(\frac{\text{the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price")}}{\text{(the average share price)} + \text{(the theoretical value of the subscription right ("the value of the subscription right"))}} \right)$$
$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \left(\frac{\text{(the average price of the share)} + \text{(the value of the subscription right)}}{\text{(the average share price)}} \right)$$

The average share price shall be deemed to equal the average of the mean of the highest and lowest prices paid for the share each trading day during the subscription period fixed pursuant to the issue resolution according to the exchange list on which the share is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

The value of the subscription right shall be calculated in accordance with the following formula, provided that the value of the subscription right shall be deemed to be zero if the resulting value is negative:

$$\text{(the value of the subscription right)} = \text{(the maximum number of new shares that can be issued according to the issue resolution)} \times \text{(the average share price)} - \text{(the subscription price for each new share)} / \text{(the number of shares in the company prior to the new issue)}$$

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.4 Issue of warrants or convertibles

If the company effects an issue of warrants (share options) or convertibles with preferential rights for the shareholders to subscribe for such warrants or convertibles against cash payment or payment by way of set-off or, as regards warrants, without payment, the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply analogously as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription.

If the issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price"))} / \text{(the average share price)} + \text{(the theoretical value of the subscription right ("the value of the subscription right"))}$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \text{(the average share price)} + \text{(the value of the subscription right)} / \text{(the average share price)}$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

If the subscription right is subject to market quotation, the value of the subscription right shall be deemed to equal the average of the mean of the highest and lowest prices paid for the subscription right each trading day during the subscription period fixed pursuant to the issue resolution according to the exchange list on which the subscription right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

If the subscription right is not subject to market quotation, the value of the subscription right shall 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.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.5 Certain other offers to the shareholders

If the company in other cases than those contemplated by Clauses 8.1–8.4 above (i) effects an offer to the shareholders, with preferential rights for the shareholders according to the principles of Chap. 13 Sec. 1 paragraph 1 of the Companies Act, to purchase any securities or rights from the company, or (ii) distributes to the shareholders, pursuant to such preferential right, any such securities or rights, (in both cases “the offer”), the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply analogously as regards effectuation of subscription and the right to participate in the offer conferred by shares issued pursuant to subscription.

If the offer is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the offer. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \left(\frac{\text{(the average market price of the share during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution (“the average share price”))}}{\text{(the average share price)} + \text{(the theoretical value of the right to participate in the offer (“the value of the purchase right”))}} \right)$$
$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \left(\frac{\text{(the average share price)} + \text{(the value of the purchase right)}}{\text{(the average share price)}} \right)$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

If the shareholders receive purchase rights and these are subject to market quotation, the value of the purchase right shall be deemed to equal the average of the mean of the highest and lowest prices paid for the purchase right each trading day during the acceptance period of the offer according to the exchange list on which the purchase right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, but the securities or rights being the subject of the offer either are already subject to market quotation or become subject to market quotation in connection with the offer, the value of the purchase right shall be deemed to equal (i) if the securities or rights are already subject to market quotation, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution according to the exchange list on which the security or right is primarily quoted, less any consideration payable for them in connection with the offer, or (ii) if the securities or rights become subject to market quotation in connection with the offer, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the period of 25 trading days starting on the first day of such market quotation according to the exchange list on which the security or right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation. When the value of the purchase right shall be determined pursuant to (ii) of this paragraph, then in the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with the above formulas the average share price shall relate to the 25-trading day period mentioned in (ii) of this paragraph instead of the period mentioned in the above formulas.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, and the securities or rights being the subject of the offer neither already are subject to market quotation nor become subject to market quotation in connection with the offer, the value of the purchase right shall to the 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 offer.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the period during which the average share price shall be calculated for the above recalculations at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.6 Equal treatment of warrant holders and shareholders

If the company effects a measure contemplated by Clauses 8.3–8.5 above, the company may, in its sole discretion, offer all the warrant holders the same preferential right as the shareholders to participate in the issue as offer. In such a case, notwithstanding that subscription has not been made or effected, each warrant holder shall be deemed to be the owner of such number of shares as the warrant holder would have received if subscription would have been made and effected according to the subscription price and the number of shares that each warrant confers right to subscribe for that would have applied if subscription would have been effected at such date, that shares issued pursuant to such subscription would have conferred right to participate in the relevant issue or offer.

If the company offers the warrant holders preferential right according to the previous paragraph, no recalculation of the subscription price or the number of share that each warrant confers right to subscribe for shall be made pursuant to Clauses 8.3- 8.5 above or Clause 8.9 below in connection with the issue or offer.

8.7 Extraordinary dividends

If the company pays cash dividends to the shareholders with an amount per share that, together with other cash dividends paid during the same financial year, exceeds fifteen per cent of the average market price for the share during a period of 25 trading days immediately prior to the day when the board of directors of the company announces its intention to propose such dividends to the shareholders' meeting (which average market price shall be calculated in accordance with the provisions in Clause 8.3 above), subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the dividends at the latest shall be effected after the resolution on the dividends of the shareholders' meeting.

Shares issued pursuant to subscription effected after the dividend resolution do not confer right to receive any part of the dividend.

If the payment of the dividends is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to receive any part of the dividends. The recalculations shall be based on the part of the aggregate cash dividends per share that exceeds fifteen per cent of the company's average market price during the above mentioned period (the "extraordinary dividend") and be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without dividend ("the average share price"))} / \text{((the average share price) + (the extraordinary dividend paid per share))}$$

(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x ((the average share price) + (the extraordinary dividend paid per share)) / (the average share price)

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the above-mentioned 25-trading day period at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.8 Reduction of the share capital etc.

If the company effects a reduction of its share capital with repayment to the shareholders (with or without redemption of shares), and such reduction is compulsory, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the reduction at the latest shall be effected only after the resolution on the reduction of the shareholders' meeting.

Shares issued pursuant to subscription effected after the reduction resolution do not confer right to receive any part of the repayment and are not affected by the redemption (if any).

If the reduction is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the reduction resolution. The recalculations shall be made by the company in accordance with the following formulas:

(recalculated subscription price) = (previous subscription price) x (the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without right to repayment ("the average share price")) / ((the average share price) + (the actual amount repaid per share))

(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x ((the average share price) + (the actual amount repaid per share)) / (the average share price)

If the reduction is carried out through redemption of shares, then instead of using the actual amount repaid per share in the above-mentioned recalculation of the subscription price and the number of shares each warrant confers right to subscribe for, a calculated amount repaid per share determined as follows shall be applied:

(calculated amount repaid per share) = ((the actual amount repaid per share) – (the average market price of the share during the period of 25 trading days immediately preceding the day on which the share is quoted without right to participate in the reduction (“the average share price”))) / ((the number of shares in the company which entitle to the reduction of one share) – 1)

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the latest 25-trading days period applicable for the above recalculations to occur at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to receive any amount of the repayment nor affected by the redemption (if any).

If the company effects (i) a reduction of its share capital with repayment to the shareholders through redemption of shares, and such reduction is not compulsory, or (ii) a re-purchase of shares in the company (without effecting a reduction of its share capital), and where, in the opinion of the company, such reduction or re-purchase due to its technical structure and financial effects is equivalent to a compulsory reduction, the above provisions in this Clause 8.8 shall apply and a recalculation of the subscription price and the number of shares to which each warrant confers right to subscribe for shall be made, to the extent possible, in accordance with the principles set forth in this Clause 8.8.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

8.9 Recalculations if the company’s shares are not subject to market quotation

8.9.1 If the company effects a measure contemplated by Clauses 8.3–8.5 or 8.8 above or Clause 8.14 below and none of the company’s shares are subject to market quotation at the time of such measure, the said provisions shall apply, provided that the recalculation of the subscription price and number of shares that each warrant confers right to subscribe for shall be made by the company, to the extent possible, in accordance with the principles set forth in such Clause 8.3–8.5 or 8.8 above or Clause 8.14 below as is applicable and based on the assumption that the value of the warrants shall be left unchanged.

8.9.2 In case none of the company’s shares are subject to market quotation, the following shall apply instead of the corresponding provisions in Clause 8.7 above. If the company pays cash dividends to the shareholders with an amount per share that, together with other cash dividends paid during the same financial year, exceeds 50 per cent of the company’s profits after tax according to established profit and loss accounts or, as applicable, consolidated profit and loss accounts, for the financial year immediately preceding the year in which the dividend is resolved, subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company’s share ledger on the seventeenth calendar day prior to

the shareholders' meeting to consider the dividends at the latest shall be effected after the resolution on the dividends of the shareholders' meeting.

Shares issued pursuant to subscription effected after the dividend resolution do not confer right to receive any part of the dividend.

If the payment of the dividends is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to receive any part of the dividends. The recalculations shall be based on the part of the aggregate cash dividends per share that exceeds 50 per cent of the company's above mentioned profits after tax (the "extraordinary dividend") and shall be made by the company, to the extent possible, in accordance with the principles set forth in such Clause 8.7 above and based on the assumption that the value of the warrants shall be left unchanged.

8.10 Alternative recalculation method

If the company effects any measure contemplated by Clauses 8.1– 8.5 or 8.7 - 8.8 above or Clause 8.14 below and if, in the company's opinion, application of the recalculation formulas established for such measure, taking into account the technical framework of such measure or 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 to which each warrant confers right to subscribe for in such a manner as the company determines is appropriate to ensure that the recalculation gives a reasonable result.

8.11 Rounding off

In the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with this Clause 8, the subscription price shall be rounded off to the nearest ten öre (SEK 0.10) where any SEK 0.05 shall be rounded upwards, and the number of shares shall be rounded off upwards to two decimals.

8.12 Compulsory acquisition

If shares in the company become subject to compulsory acquisition proceedings, the right to subscribe and to have subscription effected is regulated by the provisions of Chap. 22 of the Companies Act.

8.13 Merger

If (i) the shareholders' meeting resolves to approve a merger plan pursuant to which the company shall dissolve into another company or (ii) the board of directors of the company resolves that the company shall dissolve into its parent company, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscriptions ceases with the resolution of the shareholders' meeting or with the resolution of the board of directors, as applicable.

If the merger is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 60 calendar days prior to the shareholders' meeting to consider the approval of a merger plan or the board meeting to consider the company's dissolution into its parent company, as appropriate, the warrant holders shall be notified of the contemplated merger. The notice shall

contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved to approve the merger plan or the board of directors having resolved that the company shall dissolve into its parent company, as appropriate, and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscriptions effected from the date of the notice referred to in the previous paragraph, provided that such subscription can be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the approval of the merger plan or the board meeting to consider the company's dissolution into its parent company, as appropriate.

8.14 De-merger

8.14.1 If the shareholders' meeting resolves to approve a de-merger plan pursuant to which the company shall be divided through transfer of only certain of the company's assets and liabilities to one or several other companies, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the tenth calendar day prior to the shareholders' meeting to consider the approval of the de-merger plan at the latest shall be effected after the resolution on the approval of the de-merger plan of the shareholders' meeting.

Shares issued pursuant to subscription effected after the resolution on the approval of the de-merger plan do not confer right to receive any part of the de-merger contribution.

If the de-merger plan is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the resolution on the approval of the de-merger plan. The recalculations shall be made by the company in accordance with the following formulas:

(recalculated subscription price) = (previous subscription price) x (the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without right to de-merger consideration ("the average share price")) / ((the average share price) + (the value of the de-merger consideration paid per share))

(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) x ((the average share price) + (the value of the de-merger consideration paid per share)) / (the average share price)

The average share price shall be calculated with analogous application of the provisions of Clause 8.3above.

To the extent the de-merger consideration consists of shares or other securities that are subject to market quotation in connection with the de-merger, the value of the de-merger consideration shall be deemed to equal the average of the mean of the highest and lowest prices paid for such shares or other securities each trading day during the above-mentioned 25-trading day period according to the exchange list on which such shares or others securities are primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

To the extent the de-merger consideration consists of shares or other securities that are not subject to market quotation, but such shares or other securities become subject to market quotation in

connection with the de-merger, the value of the de-merger consideration shall be deemed to equal the average of the mean of the highest and lowest prices paid for such shares or other security each trading day during the 25-trading day period starting on the first day of such market quotation according to the exchange list on which the share or other security is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation. When the value of any portion of the de-merger consideration shall be determined pursuant to this paragraph, then in the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with the above formulas the average share price shall relate to the 25-trading day period mentioned in this paragraph instead of the period mentioned in the above formulas.

To the extent the de-merger consideration consists of shares or other securities that are not subject to market quotation, and these shares or other securities do not become subject to market quotation in connection with the de-merger, the value of the de-merger consideration shall to the extent possible be determined based upon the change in the market value of the company's shares which, according to an independent valuer retained by the company, may be deemed to have occurred as a consequence of the de-merger.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the 25-trading day period during which the average market price of the share shall be calculated for the above recalculations at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to receive any part of the de-merger consideration.

When recalculation as per the above shall take place before the subscription price has been determined according to item 3 above, the recalculation of the subscription price shall only refer to the highest subscription price.

- 8.14.2 If the shareholders' meeting resolves to approve a de-merger plan pursuant to which the company shall be divided through transfer of all of the company's assets and liabilities to two or more other companies, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscriptions ceases with the resolution of the shareholders' meeting.

If the de-merger is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 60 calendar days prior to the shareholders' meeting to consider the approval of a de-merger plan, the warrant holders shall be notified of the contemplated de-merger. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved to approve the de-merger plan and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscription effected from the date of the above-mentioned notice, provided that such subscription can be effected to such extent that shares issued

pursuant to the subscription can be re-corded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the approval of the de-merger plan.

8.15 Winding-up

If it is resolved that the company shall be wound-up, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the winding-up resolution, regardless of the grounds for the resolution and whether the same shall have gained legal force.

If the winding-up is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 30 calendar days prior to the shareholders' meeting to consider a voluntary winding-up pursuant to Chap. 25 Sec. 1 of the Companies Act, the warrant holders shall be notified of the contemplated winding-up. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved that the company shall be wound-up and also a reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscriptions effected from the date of the above-mentioned notice, provided that such subscription can be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the winding-up.

8.16 Bankruptcy

If a court of law declares the company bankrupt, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the bankruptcy order, regardless of the grounds for the order and whether the same shall have gained legal force.

If the bankruptcy order is revoked, subscription may again be made and effected in accordance with these terms and conditions.

9. Nominee

If a warrant is registered with a nominee pursuant to Chap. 5 Sec. 14 of the Companies Act, such nominee shall be regarded as the warrant holder upon application of these terms and conditions.

10. Notices

Notices concerning the warrants shall be sent by regular mail to each warrant holder and any other rights holder registered for warrants at the securities account or be publically announced by the company through press release.

11. Variation

The company shall be entitled to vary these terms and conditions to the extent required by legislation, decisions of courts of law or authorities, or if it otherwise, in the opinion of the company, is deemed necessary or expedient for practical reasons and provided that the rights of the warrant holders are in no way prejudiced. The warrant holders shall, without undue delay, be notified of the resolved changes.

12. Confidentiality

None of the company, the bank and Euroclear may without necessary authorisation disclose information regarding the warrant holders to any third party.

The company is entitled to transparency in securities register at Euroclear regarding the warrants, whereas i.a. it is stated who is registered for warrants, personal or other identification number, postal address and the number of warrants.

13. Limitation of liability

With respect to the actions incumbent on the company, the bank or Euroclear, none of the company, the bank and Euroclear – in the case of Euroclear, subject to the provisions of the Swedish Act on Account Keeping of Financial Instruments – shall be held liable for damage arising as a result of Swedish or foreign legislation, any action of a Swedish or foreign authority, acts of war, strikes, blockades, boycotts, lockouts, or similar circumstances. The exemption in respect of strikes, blockades, boycotts and lockouts applies also in cases where the company, the bank or Euroclear itself takes or is the subject of such measure or conflict.

Nor shall the company, the bank or Euroclear be liable for damage arising in other cases if the company, the bank or Euroclear, as appropriate, has exercised normal caution. In addition, under no circumstances shall the company or the bank be held liable for any indirect damage.

If the company, the bank or Euroclear is hindered from taking any measure due to a circumstance referred to in the first paragraph, the taking of such measure may be postponed until such hinder no longer exists.

14. Language

In the event of any discrepancy between the English and Swedish language versions of these terms and conditions, the Swedish language version shall prevail.

15. Dispute resolution and applicable law

Any dispute, controversy or claim arising out of or in connection with these terms and conditions, or any legal issues relating thereto, shall be settled by the ordinary courts of Sweden with the District Court of Lund (Sw. Lunds tingsrätt) as the court of first instance.

These terms and conditions and thereto related legal issues shall be governed by and construed in accordance with Swedish law.

Schedule 5

The English text is an unofficial translation. In case of any discrepancies between the Swedish text and the English translation, the Swedish text shall prevail.

Proposal for resolution to authorize the board of directors to issue ordinary shares and warrants to guarantors

In order to enable the issuance of units consisting of ordinary shares and warrants as compensation to those who have entered into guarantee commitments (the "**Guarantors**") to secure the rights issue of units that was resolved upon by the board of directors on 2 December 2024, and which is proposed to be approved under item 7 on the agenda for the extraordinary general meeting (the "**Rights Issue**"), the board of directors of Alligator Bioscience AB, Reg. No. 556597-8201, proposes that the extraordinary general meeting on 13 January 2025 resolves to authorize the board of directors, for the period until the next annual general meeting, on one or several occasions, with deviation from the shareholders' preferential rights and with or without provisions regarding set-off or other conditions, to resolve on issue of ordinary shares and warrants to the Guarantors.

Upon exercise of the authorization, the terms and conditions for units shall be the same as in the Rights Issue, meaning that each unit shall consist of ten (10) ordinary shares, ten (10) warrants series TO 12 and five (5) warrants series TO 13, including the subscription price in the Rights Issue.

The purpose of the authorization and the reason for the deviation from the shareholders' preferential rights is to be able to carry out an issue of units as compensation to the Guarantors. The number of ordinary shares and warrants that may be issued pursuant to the authorization may not exceed the total number of ordinary shares and warrants corresponding to the agreed underwriting fee that the company has to pay to the Guarantors.

The resolution pursuant to this proposal presupposes and is conditional upon that the meeting resolves on amendment of the Articles of Association under item 6 on the agenda for the meeting, that the meeting resolves to approve the Rights Issue under item 7 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of warrants under item 9 on the agenda for the meeting.

For a valid resolution, the proposal must be supported by shareholders representing at least two-thirds of the votes cast as well as of all shares represented at the meeting.

The company's CEO shall be authorized to make such minor formal adjustments of the resolution as might be necessary in connection with registration with the Swedish Companies Registration Office (Sw. Bolagsverket).

Lund in December 2024

The Board of Directors of Alligator Bioscience AB (publ)

Schedule 6

The English text is an unofficial translation. In case of any discrepancies between the Swedish text and the English translation, the Swedish text shall prevail.

Proposal for resolution to authorize the board of directors to issue warrants

The board of directors of Alligator Bioscience AB, Reg. No. 556597-8201, proposes that the extraordinary general meeting on 13 January 2025 resolves to authorize the board of directors to, on one occasion during the period until the next annual general meeting, with deviation from the shareholders' preferential rights, resolve to issue warrants. The warrants shall be issued free of charge and shall be of the same series as the warrants that are proposed to be issued in the rights issue of units consisting of shares and warrants series TO 12 and TO 13, which is proposed to be approved under item 7 on the agenda for the meeting.

The purpose of the authorization as well as the reasons for the deviation from the shareholders' preferential rights and the warrants being issued free of charge is to enable an issue of warrants series TO 12 and TO 13 to Fenja Capital II A/S ("**Fenja Capital**") as part of the restructuring of the company's existing loan agreement with Fenja Capital as described in the company's press release from 2 December 2024.

The resolution pursuant to this proposal presupposes and is conditional upon that the meeting resolves on amendment of the Articles of Association under item 6 on the agenda for the meeting, that the meeting resolves to approve the rights issue under item 7 on the agenda for the meeting and that the meeting resolves on authorization for the board of directors to resolve on issue of ordinary shares and warrants to guarantors under item 8 on the agenda for the meeting.

For a valid resolution, the proposal must be supported by shareholders representing at least two-thirds of the votes cast as well as of all shares represented at the meeting.

The company's CEO shall be authorized to make such minor formal adjustments of the resolution as might be necessary in connection with registration with the Swedish Companies Registration Office (Sw. Bolagsverket).

Lund in December 2024

The Board of Directors of Alligator Bioscience AB (publ)