

VEDTÆGTER**ARTICLES OF ASSOCIATION****for****of****SameSystem A/S
(CVR-nr. 31 48 79 27)****SameSystem A/S
(CVR-nr. 31 48 79 27)****1. SELSKABETS NAVN, FORMÅL OG KONCERNSPROG** **THE COMPANY'S NAME, OBJECT AND CORPORATE LANGUAGE**

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| 1.1 | Selskabets navn er SameSystem A/S. | The company's name is SameSystem A/S. |
| 1.2 | Selskabets formål er at drive handels-, import og eksport-, investerings-, IT og softwarevirksomhed og dermed beslægtede virksomhedsformer. | The object of the company is to carry out trade, import and export, investment, IT and software business and hereto related activities. |
| 1.3 | Selskabets koncernsprog er engelsk. Selskabsmeddelelser kan udarbejdes alene på engelsk, såfremt bestyrelsen måtte beslutte det. | The corporate language of the company is English. Company announcements may be prepared in English only, if decided by the board of directors. |

2. SELSKABETS KAPITAL**SHARE CAPITAL**

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| 2.1 | Selskabets aktiekapital udgør kr. 732.345,00. Aktiekapitalen er ikke fordelt i aktieklasser. | The company's share capital is DKK 732,345.00. The share capital is not divided into share classes. |
| 2.2 | Aktiekapitalen er fordelt i aktier af kr. 0,01 eller multipla heraf. | The share capital is divided into shares of DKK 0.01 or multiples thereof. |
| 2.3 | Aktiekapitalen er fuldt indbetalt. | The share capital has been fully paid up. |
| 2.4 | Aktierne skal lyde på navn og skal noteres på navn i selskabets ejerbog. Ejerbogen føres af VP Securities A/S, CVR-nr.: 21 59 93 36. | The shares shall be registered by name in the company's register of shareholders. The register of shareholders is kept by VP Securities A/S, CVR-no.: 21 59 93 36. |
| 2.5 | Aktierne er omsætningspapirer. Der gælder ingen indskrænkninger i aktiernes omsættelighed. | The shares are negotiable instruments. There are no restrictions on the negotiability of the shares. |
| 2.6 | Ingen aktier har særlige rettigheder. Ingen aktionær er forpligtet til at lade sine aktier indløse helt eller delvist af selskabet eller tredjepart. | No share shall have any special rights. No shareholder shall be obliged to have their shares redeemed fully or partially by the company or third party. |

2.7	Aktierne udstedes i papirløs form gennem og registreres hos VP Securities A/S, CVR-nr.: 21 59 93 36. Udbytte udbetales gennem VP Securities A/S. Rettigheder vedrørende aktierne skal anmeldes til VP Securities A/S efter de herom gældende regler.	The shares are issued in paperless form and registered with VP Securities A/S, CVR-no. 21 59 93 36. Dividends are paid through VP Securities A/S. Rights regarding the shares shall be reported to VP Securities A/S in accordance with the applicable rules.
3.	BEMYNDIGELSE TIL FORHØJELSE AF KAPITALEN	AUTHORISATION TO INCREASE THE SHARE CAPITAL
3.1	Udgået	Lapsed.
3.2	Udgået.	Lapsed.
3.3	Udgået.	Lapsed.
4.	WARRANTS	WARRANTS
4.1	Bestyrelsen er indtil 27. april 2026 bemyndiget til at træffe beslutning om udstedelse af warrants (tegningsoptioner) til medarbejdere, direktører og bestyrelsесmedlemmer i selskabet samt selskabets koncern forbundne selskaber samt til at træffe beslutning om den dertilhørende kapitalforhøjelse. Bemyndigelsen indebærer ret til at udstede warrants, der giver ret til at tegne op til nominelt kr. 61.234 af aktiekapitalen. For bemyndigelsen og forhøjelsen gælder i øvrigt følgende:	The board of directors is authorized until 27 April 2026 to issue warrants to employees, managers and directors in the company and its group-related companies and to resolve on the related capital increase. The authorization entails a right to issue warrants which entitle the holders to subscribe up to nominally DKK 61,234 of the share capital. The following applies to the authority and the related capital increase: <ul style="list-style-type: none">- Bemyndigelsen kan udnyttes ad én eller flere gange.- Selskabets aktionærer skal ikke have fortegningsret ved bestyrelsens udnyttelse af denne bemyndigelse.- De nærmere vilkår for udstedelse af warrants fastsættes af bestyrelsen – herunder regler om udnyttelsesvilkår for warrants, samt om modtageres retstilling i tilfælde af kapitalforhøjelse, kapitalnedsættelse, udstedelse af nye warrants, udstedelse af konvertible gældsbreve samt selskabets- The authorisation may be used at one or more occasions.- The company's shareholders shall not have pre-emption rights at the exercise of this authorisation by the board of directors.- The terms for the issuance of warrants are determined by the board of directors – including rules on the terms of exercise of warrants, as well as the recipients' legal position in the event of capital increase, capital reduction, issuance of new warrants, issuance of convertible debt instruments and

opløsning, fusion eller spaltning – inden udnyttelsestidspunktet. Bestyrelsen fastsætter udnyttelseskursen, der kan være under markedskurs.

the company's dissolution, merger or division – before the exercise date. The board of directors determines the exercise price which can be below the market price.

- Bestyrelsen kan efter de til enhver tid gældende regler i selskabsloven genanvende eller genudstede eventuelle bortfaldne eller ikke udnyttede warrants, forudsat at genanvendelsen finder sted inden for de vilkår og tidsmæssige begrænsninger, der fremgår af ovennævnte bemyndigelse. Ved genanvendelse forstås adgangen for bestyrelsen til at lade en anden aftalepart indtræde i en allerede bestående aftale om warrants. Ved genudstedelse forstås bestyrelsens mulighed for indenfor samme bemyndigelse at genudstede nye warrants, hvis de allerede udstedte warrants er bortfaldet.
- The board of directors may in accordance with the Danish Companies Act, reuse or reissue any expired or unexercised warrants, provided that the reuse takes place within the terms and time limits set out in the above authorisation. Reuse means the right of the board to allow another party to enter into an already existing agreement on warrants. Reissue means the ability of the board of directors to reissue new warrants within the same authorisation if the warrants already issued have lapsed.
- De ny aktier, der udstedes som følge af denne bestemmelse, skal være ligestillet med den bestående aktiekapital. De nye aktier skal være omsætningspapirer og navneaktier og skal noteres i selskabets ejerbog. De udstedte aktier skal indbetales fuldt ud. Ingen aktionær skal være forpligtet til at lade sine aktier indløse helt eller delvist.
- The new shares issued as a result of this provision shall have the same rights as the company's existing shares. The new shares shall be negotiable instruments and issued in the holder's name and shall be registered in the company's register of shareholders. The shares shall be fully paid up. No shareholder shall be obliged to have the shares redeemed fully or partly.
- Bestyrelsen træffer selv nærmere bestemmelse om de øvrige vilkår for kapitalforhøjelsens gennemførelse, herunder om tids punktet for rettighedernes indtræden for de nye aktier.
- The board of directors determines the other terms for the implementation of the capital increase, including the timing of the rights to the new shares.
- Bestyrelsens beslutning om udstedelsen af warrants skal optages i vedtægterne. Bestyrelsen er bemyndiget til at foretage de dertilhørende fornødne vedtægtsændringer.
- The resolution of the board of directors to issue warrants shall be included in the articles of association. The board of directors is authorised to make the related amendments to the articles of association.

4.2 Bestyrelsen har den 20. maj 2021 delvist udnyttet bemyndigelsen i afsnit 4.1 og udstede 955.879 warrants til bestyrelsesmedlemmer, direktøren og medarbejdere, der giver ret til tegning af nominelt 9.558,79 kr. aktier i selskabet. Bestyrelsen er herefter i henhold til afsnit 4.1 bemyndiget til at udstede 5.167.521 warrants, svarende til en forhøjelse af aktiekapita-

len på op til 51.675,21 kr. De nærmere vilkår

The board of directors has on 20 May 2021 partially exercised the authorization in article 4.1 and issued 955,879 warrants to board members, the executive manager and employees, entitling the holders to subscribe DKK 9,558.79 shares in the company. The board of directors is hereafter authorized to issue 5,167,521 warrants according to article 4.1, equal to an increase of the share capital of up to DKK

	for tegning og udnyttelse af de i dette afsnit nævnte warrants samt den tilhørende kapitalforhøjelse fremgår af bilag 1 til disse vedtægter og udgør en integreret del heraf.	51,675.21. The terms for subscribing and exercising the warrants described in this article and the capital increase associated herewith are set out in appendix 1 to these articles and form an integral part hereof.
4.3	Bestyrelsen har den 8. februar 2022 delvist udnyttet bemyndigelsen i pkt. 4.1 og udstedt 576.301 warrants til bestyrelsesmedlemmer, direktøren og en medarbejder, der giver ret til tegning af nominelt 5.763,01 kr aktier i Selskabet. Bestyrelsen er herefter i henhold til pkt. 4.1 i selskabets vedtægter bemyndiget til at udstede 4.591.220 warrants svarende til en forhøjelse af aktiekapitalen på op til nominelt 45.912,20 kr. De nærmere vilkår for tegning og udnyttelse af de i dette afsnit nævnte warrants samt den tilhørende kapitalforhøjelse fremgår af bilag 1 til disse vedtægter og udgør en integreret del heraf.	The bord of directors has on 8 February 2022 partially exercised the authorization in article 4.1 and issued 576,301 warrants to the board members, the executive manager and employees, entitling the holders to subscribe for nominally DKK 5,763.01 shares in the company. The board of directors is hereafter authorized to issue 4,591,220 warrants according to article 4.1, equal to an increase of the share capital of up to DKK 45,912.20. The terms for subscribing and exercising the warrants described in this article and the capital increase associated herewith are set out in appendix 1 to these articles and form an integral part hereof.
4.4	Bestyrelsen har den 18. december 2023 delvist udnyttet bemyndigelsen i pkt. 4.1 og udstedt 2.090.000 warrants til medarbejdere og bestyrelsesmedlemmer, der giver ret til tegning af nominelt 20.900 kr. aktier i Selskabet. Bestyrelsen er herefter i henhold til pkt. 4.1 i selskabets vedtægter bemyndiget til at udstede 2.501.220 warrants svarende til en forhøjelse af aktiekapitalen på op til nominelt 25.012,20 kr. De nærmere vilkår for tegning og udnyttelse af de i dette afsnit nævnte warrants samt den tilhørende kapitalforhøjelse fremgår af bilag 1 til disse vedtægter og udgør en integreret del heraf.	The board of directors has on 18 December 2023, partially exercised the authorisation in article 4.1 and issued 2,090,000 warrants to employees and board members, entitling the holders to subscribe for nominally DKK 20,900 shares in the company. The board of directors is hereafter authorised to issue 2,501,220 warrants according to article 4.1, equal to an increase of the share capital of up to DKK 25,012.20. The terms for subscribing and exercising the warrants described in this article and the capital increase associated herewith are set out in appendix 1 to these articles and form an integral part hereof.
4.5	Bestyrelsen har den 29. april 2024 delvist udnyttet bemyndigelsen i pkt. 4.1 og udstedt 2.060.000 warrants til medarbejdere og bestyrelsesmedlemmer, der giver ret til tegning af nominelt 20.600 kr. aktier i Selskabet. Bestyrelsen er herefter i henhold til pkt. 4.1 i selskabets vedtægter bemyndiget til at udstede 441.220 warrants svarende til en forhøjelse af aktiekapitalen på op til nominelt 4.412,20 kr. De nærmere vilkår for tegning og udnyttelse af de i dette afsnit nævnte warrants samt den tilhørende kapitalforhøjelse fremgår af bilag 2 til disse vedtægter og udgør en integreret del heraf.	The board of directors has on 29 April 2024, partially exercised the authorisation in article 4.1 and issued 2,060,000 warrants to employees and board members, entitling the holders to subscribe for nominally DKK 20,600 shares in the company. The board of directors is hereafter authorised to issue 441,220 warrants according to article 4.1, equal to an increase of the share capital of up to DKK 4,412.20. The terms for subscription and exercise of the warrants described in this article and the capital increase associated herewith are set out in appendix 2 to these articles and form an integral part hereof.

5.1	Generalforsamlingen har den højeste myndighed i alle selskabets anliggender.	The general meeting is the highest authority regarding all the affairs of the company.
5.2	Generalforsamlinger afholdes på selskabets hjemsted eller i Storkøbenhavn.	General meetings of the company shall be held at its registered office or in metropolitan Copenhagen.
5.3	Ordinær generalforsamling afholdes hvert år i så god tid, at den reviderede og godkendte årsrapport og regnskab kan indsendes til Erhvervsstyrelsen inden udløbet af fristen i årsregnskabsloven. Ekstraordinære generalforsamlinger skal afholdes, når bestyrelsen eller en generalforsamlingsvalgt revisor eller en aktionær, der ejer minimum 5 % af aktiekapitalen, skriftligt forlanger det. Ekstraordinær generalforsamling til behandling af et bestemt emne indkaldes senest 2 uger efter, at det er forlangt.	The annual general meeting shall be held in time for the audited and approved annual report to be submitted to and received by the Danish Business Authority within the filing deadline pursuant to the Danish Financial Statements Act. Extraordinary general meetings must be held when required in writing by the board of directors or an auditor elected by the general meeting or a shareholder holding a minimum of 5% of the share capital. Extraordinary general meeting to address a specific topic shall be convened no later than 2 weeks after a request has been made.
5.4	Selskabets generalforsamlinger indkaldes af bestyrelsen med mindst 2 ugers og højst 4 ugers varsel via selskabets hjemmeside samt ved e-mail til alle i ejerbogen noterede aktionærer, som har fremsat begæring herom.	The company's general meetings are convened by the board of directors with at least 2 weeks and a maximum of 4 weeks' notice via the company's website and by email to all shareholders listed in the register of shareholders, who have requested notice by e-mail.
5.5	Senest 2 uger før generalforsamlingen skal dagsordenen og de fuldstændige forslag, samt for den ordinære generalforsamlings vedkommende tillige årsrapporten gøres tilgængelige for aktionærerne på selskabets hjemmeside.	No later than 2 weeks before the general meeting, the agenda and complete proposals, and for the annual general meeting, the annual report as well, must be made available to the shareholders on the company's website.
5.6	Generalforsamlingen ledes af en dirigent, der udpeges af bestyrelsen. Dirigenten træffer beslutning vedrørende alle spørgsmål om behandlingsmåden og stemmeafgivelsen på generalforsamlingen.	The general meeting shall be chaired by a chairman elected by the board of directors. The chairman makes decision on all questions regarding the process and voting at the general meeting.
5.7	Enhver aktionær har ret til at få et bestemt emne behandlet på den ordinære generalforsamling. Begæring herom skal fremsættes skriftligt senest 6 uger før generalforsamlingens afholdelse.	All shareholders are entitled to nominate specific issues for process at the annual general meeting. Request must be made in writing no later than 6 weeks prior to the annual general meeting.
5.8	Dagsordenen for den ordinære generalforsamling skal indeholde:	The agenda for the annual general meeting shall include:
	1. Bestyrelsens beretning om selskabets virksomhed i det forløbne regnskabsår	1. The board of directors' report on the company's activities during the past financial

year

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| 2. Fremlæggelse af årsrapport med revisions-påtegning til godkendelse | 2. Presentation of annual report with the auditor's report for approval |
| 3. Beslutning om anvendelse af overskud eller dækning af underskud i henhold til den godkendte årsrapport | 3. Resolution on distribution of profit or covering of loss in accordance with the approved annual report |
| 4. Valg af bestyrelse | 4. Election of board of directors |
| 5. Valg af revisor | 5. Election of auditor |
| 6. Eventuelle forslag fra bestyrelsen og/eller aktionærerne | Any proposals from the board of directors and/or shareholders |
| 5.9 En aktionærs ret til at deltage i en generalforsamling og til at afgive stemme fastsættes i forhold til de aktier, aktionæren besidder på registreringsdatoen. Registreringsdatoen ligger en uge før generalforsamlingen. En aktionærs aktiebesiddelse og stemmerettighed opgøres på registreringsdatoen på baggrund af notering af aktionærens ejerforhold i ejerbogen samt eventuelle meddelelser om ejerforhold, som selskabet har modtaget med henblik på indførelsel i ejerbogen. | A shareholder's right to attend a general meeting and to vote shall be determined by the shares held by the shareholder at the record date. The record date is one week before the general meeting. A shareholder's shareholding and voting rights are determined on the record date based on the shareholder's ownership in the register of shareholders as well as any notice of ownership received by the company for inclusion in the register of shareholders. |

5.10	En aktionær, der er berettiget til at deltage i generalforsamlingen i henhold til ovenstående punkt, og som ønsker at deltage i generalforsamlingen, skal senest tre dage før generalforsamlingens afholdelse anmode om adgangskort.	A shareholder who is entitled to attend the general meeting in accordance with the section above and who wishes to attend the general meeting shall request an admission card no later than three days before the general meeting.
5.11	En aktionær kan møde personligt eller ved fuldmagt.	A shareholder can attend in person or by proxy.
5.12	Stemmeret kan udøves i henhold til skriftlig og dateret fuldmagt i overensstemmelse med den til enhver tid gældende lovgivning herom.	Voting right can be exercised in accordance with written and dated power of attorney in accordance with applicable law.
5.13	En aktionær, der er berettiget til at deltage i en generalforsamling, kan stemme skriftligt ved brevstemme i overensstemmelse med selskabslovens regler herom. Brevstemmer skal være i hænde senest kl. 10, to hverdage før generalforsamlingen. Brevstemmer kan ikke tilbagekaldes.	A shareholder entitled to attend a general meeting are able to vote in writing by postal vote in accordance with the rules of the Danish Companies Act. Postal votes must be received no later than 10 am. two business days before the general meeting. Postal votes cannot be revoked.
5.14	På generalforsamlingen giver hvert aktiebeløb på kr. 0,01 én stemme.	At the general meeting, each amount of share capital of DKK 0.01 shall carry one vote.
5.15	Beslutninger på generalforsamlingen afgøres ved simpelt stemmeflertal, medmindre andet følger af lovgivningen eller disse vedtægter.	Resolutions on the general meeting shall be decided by simple majority of votes, unless otherwise provided by law or these articles of association.
5.16	Beslutning om ændring af vedtægterne kan kun træffes med tiltrædelse af mindst 2/3 af såvel de afgivne stemmer som af den på generalforsamlingen repræsenterede aktiekapital, medmindre der i medfør af lovgivningen stilles strengere eller lempeligere vedtagelseskrav eller tillægges bestyrelsen eller andre organer specifik kompetence.	Resolution to amend the articles of association can only be made with the accession of at least 2/3 of the votes cast as well as at least 2/3 of the share capital represented at the general meeting, unless stricter or more relaxed resolution requirements are imposed by law or specific competence are conferred on the board of directors or other bodies.
5.17	Bestyrelsen kan beslutte, at der som supplement til fysisk fremmøde på generalforsamlingen gives adgang til, at kapitalejerne kan deltage elektronisk i generalforsamlingen, herunder stemme elektronisk, uden at være fysisk til stede på generalforsamlingen (delvis elektronisk generalforsamling). Endvidere kan bestyrelsen beslutte, at generalforsamlingen afholdes elektronisk uden adgang til fysisk fremmøde (fuldstændig elektronisk generalforsamling). Bestyrelsen skal påse, at afholdelsen	The board of directors may decide that in addition to physical attendance at the general meeting, shareholders may be given the right to attend electronically in the general meeting, including voting electronically, without being physically present at the general meeting. In addition, the board of directors may decide that the general meeting shall be held electronically without access to physical attendance. The board of directors shall lay down the detailed guidelines for this. The board of directors shall ensure that an electronic general meeting is

af en delvis- eller fuldstændig elektronisk generalforsamling sker på betryggende vis, herunder at IT-systemet gør det muligt at fastslå og validere, hvilke aktionærer der deltager, hvilken selskabskapital og stemmeret de respektive aktionærer repræsenterer og resultatet af afstemninger, samt at aktionærerne gennem internettet, videokonference eller telefonkonference kan deltage i generalforsamlingen. Bestyrelsen fastsætter de nærmere retningslinjer herfor.

carried out reassuringly, including that the IT system allows for determining and validating which shareholders participate, the share capital and votes that each shareholder represents, the outcome of votes, and that the shareholders through internet, video conference or phone conference can participate at the general meeting. The board of directors shall lay down the detailed guidelines in this respect.

- 5.18 Generalforsamlingen kan afholdes på dansk eller engelsk efter bestyrelsens beslutning. Alle dokumenter til brug for selskabets generalforsamlinger i forbindelse med eller efter generalforsamlingen, herunder indkaldelsen og forhandlingsprotokollen, udarbejdes på engelsk og i det omfang lovgivningen kræver det, på dansk.

The general meeting may be held in Danish or English at the decision of the board of directors. All documents prepared for use by or for a general meeting of the company in connection with or after the general meeting, including the notice and the minutes, will be prepared in English and to the extent required by law, in Danish.

6. BESTYRELSE OG DIREKTION

BOARD OF DIRECTORS AND EXECUTIVE MANAGEMENT

- 6.1 Selskabet ledes af en bestyrelse på 3-7 medlemmer. Bestyrelsen vælges for et år ad gangen på selskabets generalforsamling. Genvalg kan finde sted. Bestyrelsen vælger selv sin formand.

The company is managed by a board of directors comprising of 3 to 7 directors. The directors are elected by the general meeting for one year at a time. Re-election can take place. The board of directors elects its chairman.

- 6.2 Bestyrelsen træffer beslutning ved simpelt stemmeflertal. I tilfælde af stemmelighed i bestyrelsen, er formandens stemme udslagsgivende.

Resolutions are passed by a simple majority of votes. In the event of equal votes the chairman's vote shall be decisive.

- 6.3 Bestyrelsen har den overordnede ledelse af selskabet forhold.

The board of directors have the overall management of the company.

- 6.4 Bestyrelsen ansætter 1-3 direktører til at varetage den daglige drift og ledelse af selskabet.

The board of directors shall appoint 1-3 members of the executive management to handle the day-to-day operations and management of the company.

7. ELEKTRONISK KOMMUNIKATION

ELECTRONIC COMMUNICATIONS

- 7.1 Selskabet anvender elektronisk dokumentudveksling og elektronisk post (elektronisk kommunikation) i sin kommunikation med aktionærerne. Selskabet kan endvidere til enhver tid

The company uses electronic document exchange and electronic mail (electronic communication) in its communication with the shareholders. The company may at any time choose

	vælge at kommunikere med almindelig brevpost.	to communicate by ordinary mail.
7.2	Elektronisk kommunikation kan af selskabet anvendes til alle meddelelser og dokumenter, som i henhold til selskabets vedtægter og/eller selskabsloven skal udveksles mellem selskabet og aktionærerne, herunder for eksempel indkaldelse til ordinær og ekstraordinær generalforsamling med tilhørende dagsorden og fuldstændige forslag, fuldmagter samt i øvrigt generelle oplysninger fra selskabet til aktionærerne. Sådanne dokumenter og meddelelser lægges på selskabets hjemmeside og tilsendes aktionærerne pr. e-mail i det omfang, det er påkrævet.	Electronic communication may be used by the company for all notices and documents required by the company's articles of association and/or the Danish Companies Act to be exchanged between the company and the shareholders, including, for example, notice of annual general and extraordinary general meeting with the associated agenda and complete proposals, proxies and other general information from the company to the shareholders. Such documents and announcements are posted on the company's website and sent to the shareholders by email to the extent it is required.
8. TEGNINGSREGEL		SIGNATURE RULES
8.1	Selskabet tegnes af den administrerende direktør i forening med bestyrelsesformanden eller af den samlede bestyrelse.	The company is bound by the joint signatures of the CEO and chairman of the board of directors, or by the entire board of directors.
9. REVISION		AUDITOR
9.1	Selskabets regnskaber revideres af én statsautoriseret revisor, der vælges af den ordinære generalforsamling. Revisor vælges for et år ad gangen.	The annual reports of the company shall be audited by a state authorised accountant, who is elected by the annual general meeting. The auditor is elected for one year at a time.
9.2	Årsrapporter udarbejdes på engelsk og tillige på dansk, såfremt bestyrelsen måtte beslutte det.	Annual Reports shall be prepared in English and, if decided by the board of directors, in Danish.
10. REGNSKABSÅR		FINANCIAL YEAR
10.1	Selskabets regnskabsår løber fra 1. oktober til 30. september.	The financial year of the company runs from 1 October to 30 September.
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Således vedtaget i forbindelse med selskabets bestyrelsesmøde den 29. april 2024.		As adopted in connection with a meeting held by the board of directors on 29 April 2024.

BILAG 1 / APPENDIX 1
WARRANTVILKÅR / WARRANT TERMS

VILKÅR FOR WARRANTS	WARRANT TERMS
1. BESLUTNING	DECISION
1.1 Bestyrelsen i SameSystem A/S, CVR-nr. 31 48 79 27 ("Selskabet"), besluttede den 20. maj 2021 at vedtage dette warrantprogram ("Vilkårene"), der regulerer vilkårene og betingelser for warrants ("Warrants") tildelt personer tilknyttet Selskabet ("Warranthaveren").	The board of directors of SameSystem A/S, business reg. (CVR) no. 31 48 79 27 (the "Company"), decided on 20 May 2021 to establish this warrant program (the "Warrant Terms") which regulates the terms and conditions for warrants ("Warrants") issued to persons affiliated with the Company (the "Warrant Holder").
1.2 Underbilag 1 indeholder en oversigt over Warrants udstedt i henhold til Vilkårene, herunder Tildelingsdatoen, tegningskurs samt eventuelle særlige vilkår.	Sub-appendix 1 contain an overview of Warrants issued pursuant to these Warrant Terms, including the Date of Issue, subscription price and any special terms.
2. TILDELING	ISSUE
2.1 Enhver Warranthaver tildeles Warrants på de tidspunkter, som fremgår af individuelle warrantaftaler, ("Tildelingsdato") der indgås med Selskabet ("Warrantaftalen").	Each Warrant Holder will be issued Warrants at dates specified in individual warrant agreements ("Date of Issue") entered into with the Company ("Warrant Agreement").
2.2 Warranthaver betaler ikke vederlag for tildeling af Warrants.	The Warrant Holder does not pay for the issue Warrants.
2.3 Medmindre andet udtrykkeligt fremgår, kan alene modnede Warrants udnyttes og således danne grundlag for tegning af aktier.	Unless otherwise expressly stated, only vested Warrants can be exercised and thus serve as basis for subscribing shares.
3. MODNING	VESTING
3.1 Warrants modner over en 12-måneder periode med 1/12 pr. måned, første gang ved afslutningen af måneden, der kommer efter Tildelingsdatoen.	The Warrants vest over a period of 12 months with 1/12 each month, the first time at the expiry of the month following the Date of Issue.
3.2 Modning er betinget af Warranthaverens fortsatte tilknytning til Selskabet. Ingen Warrants modner, efter Warranthaverens tilknytning til Selskabet er ophørt, uanset årsag.	Vesting is conditional on the Warrant Holder's continuous affiliation with the Company. No Warrants shall vest after such affiliation ceases, regardless of reason.
4. UDNYTTELSE	EXERCISE
4.1 Ordinær udnyttelse	Ordinary exercise
4.1.1 Modnede Warrants kan udnyttes i Udnyttelsesperioden, som løber fra en Tildelingsdato og udløber fem (5) år herefter.	Vested Warrants may be exercised in the Warrant Period. The Warrant Period begins on the Date of Issue and expires five (5) years hereafter.
4.1.2 Warranthaveren kan kun udnytte Warrants i et	The Warrant Holder may only exercise the War-

Udnyttelsesvindue. "Udnyttelsesvinduet" er perioder på fire (4) uger fra dagen efter offentliggørelse af henholdsvis Selskabets årsrapport og halvårsrapport. Såfremt Warranthaveren er i besiddelse af intern viden i et Udnyttelsesvindue har Warranthaveren desuden ret til at udnytte modnede Warrants i et yderligere vindue på fire (4) uger, som ligger i umiddelbar forlængelse af Udnyttelsesvinduet. For at kunne udnytte Warrants i et yderligere vindue er det et krav, at Warranthaveren inden udløbet af Udnyttelsesvinduet skriftligt har orienteret Selskabets bestyrelse om den manglende adgang til at udnytte Warrants som følge af intern viden, og at bestyrelsen ikke tilsidesætter Warranthaverens forklaring som grundløs. Helt eller delvis udnyttelse af Warrants kan alene ske til et helt antal aktier, og der kan således ikke tegnes fraktioner af en aktie i Selskabet.

rants in an Exercise Window. An "Exercise Window" is a period of four (4) weeks starting the day after the publication of the Company's annual report or half-yearly report, respectively. In the event the Warrant Holder is considered an insider and thus unable to exercise Warrants in an Exercise Window, the Warrant Holder shall be entitled to exercise Warrants in an additional window of fire (4) weeks immediately after the Exercise Window. It is a condition to exercise Warrants in the additional window that the Warrant Holder has informed the company's board of directors in writing prior to the expiry of the Exercise Window of their inability to exercise Warrants resulting from inside information, and that the board of directors does not disregard the Warrant Holder's explanation as baseless. However, each full or partly exercise shall be for a whole number of shares, and there can be no exercise for a fraction of a share.

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| <p>4.1.3 Warrants, der ikke er udnyttet inden udgangen af Udnyttelsesperioden, bortfalder automatisk uden yderligere varsel og kompensation.</p> <p>4.2 Ekstraordinær udnyttelse</p> <p>4.2.1 Udober den ordinære udnyttelse af Warrants kan Selskabets bestyrelse diskretionært beslutte, at ekstraordinær udnyttelse af Warrants kan finde sted, herunder, men ikke begrænset til, i situationerne anført nedenunder. Bestyrelsen kan i samme sammenhæng beslutte, at ikke-modnede Warrants også kan udnyttes.</p> <p>4.2.2 Hvis generalforsamlingen beslutter at likvidere Selskabet, og bestyrelsen beslutter (efter eget skøn), at Warrants som følge heraf kan udnyttes, skal Selskabet give Warranthaveren skriftlig meddelelse herom. Warranthaveren har herefter en frist på 2 (to) uger fra datoens for afsendelse af meddelelsen fra Selskabet til skriftligt at meddele Selskabet, om Warrants ønskes udnyttet helt eller delvist. Hvis Warranthaveren ikke ønsker at udnytte Warrants, bortfalder disse automatisk og uden meddelelse, vederlag eller kompensation, forudsat at Selskabet opløses endeligt som følge af den meddelte beslutning.</p> <p>4.2.3 Hvis generalforsamlingen beslutter at fusionere Selskabet, og fusionen indebærer, at Selskabet opløses, og bestyrelsen beslutter (efter eget skøn), at Warrants som følge heraf kan udnyttes, skal Selskabet give Warranthaveren skriftlig meddelelse herom. Warranthaveren har herefter en frist på 2 (to) uger fra datoens for afsendelse af meddelelsen fra Selskabet til skriftligt at meddele Selskabet, om Warrants ønskes udnyttet helt eller delvist. Hvis Warranthaveren ikke ønsker at udnytte Warrants, bortfalder disse automatisk og uden meddelelse, vederlag eller kompensation,</p> | <p>Warrants that have not been exercised within the Exercise Period shall lapse automatically without further notice or compensation.</p> <p>Extraordinary exercise</p> <p>In addition to ordinary exercise of Warrants, the Company's board of directors may decide in its discretion that Warrants can be exercised on an extraordinary basis, including, but not limited to, in connection with the events set out below. The board of directors can decide in connection here-with that non-vested Warrants can be exercised.</p> <p>If the general meeting approves to liquidate the Company, and the board of directors (in its discretion) decides that Warrants shall vest as a result hereof, the Company shall give notice to the Warrant Holder hereof. The Warrant Holder has two (2) weeks from the date of the Company's notice to inform the Company in writing whether Warrants will be exercised in full or in part. If the Warrant Holder does not wish to exercise Warrants, the Warrants shall automatically lapse without further notice and without any right to compensation, provided that the Company is dissolved following the provided notice.</p> <p>If the general meeting approves to merge the Company, and the Company is dissolved in the merger, and the board of directors (in its discretion) decides that Warrants shall vest as a result hereof, the Company shall give notice to the Warrant Holder hereof. The Warrant Holder has two (2) weeks from the date of the Company's notice to inform the Company in writing whether Warrants will be exercised in full or in part. If the Warrant Holder does not wish to exercise Warrants, the Warrants shall automatically lapse without further notice and without any right to compensation,</p> |
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	forudsat at Selskabet opløses endeligt som følge af den meddelte beslutning.	provided that the Company is dissolved following the provided notice.
4.2.4	Hvis generalforsamlingen beslutter at foretage en afnotering af Selskabets aktier på et reguleret marked eller multilateral handelsfacilitet ("Afnotering"), og bestyrelsen beslutter (efter eget skøn), at Warrants som følge heraf kan udnyttes, skal Selskabet give Warranthaveren skriftlig meddelelse herom. Warranthaveren har herefter en frist på 2 (to) uger fra datoén for afsendelse af meddelelsen fra Selskabet til skriftligt at meddele Selskabet, om Warrants ønskes udnyttet helt eller delvist. Hvis Warranthaveren ikke ønsker at udnytte Warrants, bortfalder disse automatisk og uden meddelelse, vederlag eller kompensation, efter at Selskabet er blevet Afnoteret.	If the general meeting approves to complete a delisting of the company's shares from a regulated market or multilateral trade facility ("Delisting"), and the board of directors (in its discretion) decides that Warrants shall vest as a result hereof, the Company shall give notice to the Warrant Holder hereof. The Warrant Holder has two (2) weeks from the date of the Company's notice to inform the Company in writing whether Warrants will be exercised in full or in part. If the Warrant Holder does not wish to exercise Warrants, the Warrants shall automatically lapse without further notice and without any right to compensation after the Delisting has been completed.
5.	TEGNINGSKURS	EXERCISE PRICE
5.1	Hver Warrant giver Warranthaveren en ret til at tegne én aktie á nominelt kr. 0,01 i Selskabet til "Tegningskursten".	Each Warrant entitles the Warrant Holder to subscribe for one share of nominal DKK 0.01 in the Company at the "Exercise Price".
5.2	Tegningskursten svarer til gennemsnittet af lukkekursen for Selskabets aktier på Nasdaq First North Copenhagen på tildelingsdatoen. I mangel af en sådan lukkekurs udgør Tegningskursten den anslåede markedspris for Selskabets aktier på datoén for udstedelse af Warrants som besluttet af bestyrelsen.	The Exercise Price corresponds to the average closing price for the Company's shares on Nasdaq First North Copenhagen on the date the Warrants were granted. If no closing price exists, the Exercise Price shall be the estimated market value of the Company's shares at the date the Warrants were granted as determined by the board of directors.
5.3	Tegningskursten kan reguleres som angivet i punkt 8 og 12.	The Exercise Price may be adjusted as specified in sections 8 and 12.
6.	PROCEDURE FOR UDNYTTELSE	PROCEDURES FOR EXERCISE
6.1	Warranthaveren udnytter Warrants ved at give Selskabet skriftlig meddelelse herom ("Udnyttelsesmeddelelse") inden for (i) et Udnyttelsesvindue (herunder et yderligere vindue grundet intern viden) i tilfælde af ordinær udnyttelse eller (ii) fristen meddelt af bestyrelsen i tilfælde af ekstraordinær udnyttelse. Udnyttelsesmeddelelsen skal være behørigt underskrevet af Warranthaveren og angive antallet af Warrants, der ønskes udnyttet.	The Warrant Holder may exercise the Warrants by giving a written exercise notice ("Exercise Notice") to the Company within (i) an Exercise Window (including an additional window due to the Warrant Holder's insider status) in case of ordinary exercise (including or (ii) the deadline notified by the board of directors in case of extraordinary exercise. The Exercise Notice shall be duly signed by the Warrant Holder and specify the number of Warrants, the Warrant Holder wishes to exercise.
6.2	Warrantindehaveren kan selv beslutte, hvor mange antal Warrants, denne ønsker at udnytte. Warrantindehaveren kan dog ikke udnytte mindre end 25 pct. ad gangen af det samlede antal modnede Warrants, som Warrantindehaveren er blevet tildelt.	The Warrant Holder may decide the number of Warrants to be exercised. However, for each Exercise Notice, the Warrant Holder cannot exercise less than 25 percent of the total number of vested Warrants that have been issued to the Warrant Holder.
6.3	Tegningsbeløbet skal være indbetalt senest den dato, der er angivet i henhold til punkt 14.1. Hvis tegningsbeløbet ikke betales rettidigt, bortfalder	The subscription amount shall be paid no later than the date set out pursuant to clause 14.1. If the subscription amount is not paid in time, the

	Udnyttelsesmeddelelsen automatisk.	Exercise Notice shall automatically lapse.
6.4	Selskabets bestyrelse skal foranledige, at der gennemføres en kapitalforhøjelse på baggrund af Warrants, som er korrekt og rettidigt udnyttet og indbetalt af Warrantindehaveren, i henhold til selskabslovens § 175.	The Company's board of directors shall ensure that a capital increase is carried out based on Warrants which have been correctly exercised and paid by the Warrant Holder according to section 175 of the Companies Act.
6. OPHØR AF ANSÆTTELSE ELLER STILLING		CEASE OF EMPLOYMENT OR POSITION
6.1	Alle tildelte Warrants (uanset om Warrants er modnede eller ej) bortfalder uden yderligere varsel og uden kompensation på Ophørstidspunktet,	All issued Warrants (whether they are vested or not) will lapse at the Date of Termination without further notice or compensation,
	(a) <u>hvis Warranthaver er bestyrelsесmedlem</u> og følgende to (2) betingelser er opfyldt inden for en periode indtil næstkomende ordinære generalforsamling: (i) Bestyrelsесmedlemmet har væsentligt misligholdt sin stilling, og (ii) bestyrelsесmedlemmet fortsætter ikke sin stilling, enten som følge af (X) afsættelse af generalforsamlingen, (Y) manglende genvalg eller (Z) bestyrelsесmedlemmets egen fratrædelse,	(a) <u>if the Warrant Holder is a member of the board of directors</u> and the following two (2) conditions are met in a period until the next annual general meeting: (i) the board member has materially breached their position, and (ii) the board member does not continue in their position either due to (X) removal by the general meeting, (Y) failure to become re-elected or (Z) the board member's own resignation,
	(b) <u>hvis Warranthaver er ansat</u> , såfremt Selskabet berettiget bortviser Warranthaver.	(b) <u>if the Warrant Holder is an employee</u> , in case the Warrant Holder is dismissed by the Company due to Warrant Holder's material breach of the employment.
6.2	Såfremt en Warranthaver ophører med at være bestyrelsесmedlem eller ansat i Selskabet i andre situationer end som anført i punkt 7.1, bortfalder alle ikke-modnede Warrants på Ophørstidspunktet straks og uden yderligere varsel eller kompensation, medmindre bestyrelsen i hvert enkelt tilfælde beslutter andet. Warranthaver er dog berettiget til at beholde modnede Warrants og udnytte dem i henhold til Vilkårene.	If a Warrant Holder ceases to be a member of the board of directors or an employee of the Company in other situations than set out in section 7.1, all non-vested Warrants at the Date of Termination shall lapse immediately without further notice or compensation, unless otherwise decided by the board of directors on a case by case basis. The Warrant Holder may keep vested Warrants and exercise such in accordance with the Warrant Terms.
6.3	Med "Ophørstidspunktet" forstås den dato, hvor Warranthaveren fratræder Selskabet.	"Date of Termination" means the date on which the Warrant Holder resigns from Company.
7. ÆNDRINGER I KAPITALSTRUKTUR		CHANGES IN THE CAPITAL STRUCTURE
7.1	Udstedelse af Warrants skal ikke indebære restriktioner for Selskabet og dets aktionærer med henbrygning til ændringer af Selskabets kapitalforhold.	The issue of Warrants shall not imply any restrictions on the Company and its shareholders with regard to capital changes in the Company.
7.2	Ændringer i kapitalforhold omfatter, men er ikke begrænset til, ordinær og ekstraordinær udlodning af udbytte, udlodning i forbindelse med kapitalnedsættelse, udstedelse af fondsaktier og Warrants, kapitalforhøjelser eller optagelse af konvertibel gæld.	Capital changes include, but is not limited to, ordinary and extraordinary distribution of dividends, distribution in connection with a capital decrease, issuance of bonus shares and warrants, capital increases, or issuance of convertible debt.
7.3	Hvis Selskabet gennemfører kapitalforhøjelser el-	If the Company completes a capital increases or

capital decreases at market price, the Exercise

	ler kapitalnedsættelser til markedskurs, vil Tegningskursen og/eller antallet af Warrants ikke blive justeret.	Price and/or number of Warrants shall not be adjusted.
8.4	Såfremt der gennemføres ændringer i Selskabets kapitalforhold på vilkår, der væsentligt afviger fra markedsværdien af Selskabet, skal der foretages en regulering af Tegningskursen og/eller antallet af Warrants, således at værdien af Warrants ikke påvirkes af disse ændringer. Beregningen af denne regulering foretages af Selskabets revisor i henhold til generelt anerkendte principper. Beslutning om eventuel regulering træffes af Selskabets bestyrelse. Ændringen kan ikke resultere i, at Tegningskursen bliver lavere end kurs pari for de nystedte aktier.	In case of capital changes in the Company, which are completed at a price that deviates materially from the market price of the Company, the Exercise Price and/or number of Warrants shall be adjusted to the effect that the value of the Warrants remains unaffected. The calculation of the adjustment shall be made by the Company's auditor in accordance with generally recognized principles. The decision to make the adjustment is taken by the board of directors. An adjustment cannot lead to an Exercise Price lower than par value of the new shares.
8.5	Uanset kurSEN pÅ aktier eller konverteringskursen, skal der ikke foretages ændringer i forbindelse med (i) udstedelse af aktier, Warrants, gæld, optioner eller konvertible instrumenter til Selskabets medarbejdere, ledelse eller bestyrelsесmedlemmer som del af et incitamentsprogram, (ii) udstedelse af aktier, Warrants, optioner, eller konvertibel gæld, hvor en tredjemand deltager, og (iii) udstedelse af konvertibel gæld til tredjemand eller aktionærer, der kan konverteres med et nedsat markedsKURS.	Regardless of the share price or conversion rate, no adjustment shall be made in connection with (i) issuance of shares, warrants, debt, options or convertible debt to the Company's employees, management or board members as part of an incentive program; (ii) issuance of shares, warrants, options, or convertible debt in which third parties participate; and (iii) issuance of convertible debt to third parties or shareholders, which can be converted at a discount in connection with a market price established in the future.
9. REORGANISERING		REORGANISATION
9.1	Såfremt Selskabet måtte indgå i en fusion, spartning eller lignende, forpligter Warrantholderen sig til at acceptere nødvendige ændringer i disse Vilkår som fastlagt af generalforsamlingen, mod at få en tilsvarende ordning eller kompensation med samme værdi for Warrantholderen.	In the event the Company takes part in a merger, demerger or similar event, the Warrant Holder is obligated to accept any necessary changes in these Warrant Terms as set out by the general meeting in return for a corresponding plan or compensation with the same value for the Warrant Holder.
10. SKATTEMÆSSIGE FORHOLD		TAX IMPLICATIONS
10.1	Enhver skattemæssig konsekvens for Warrantholderen på baggrund af disse Vilkår, de udstedte Warrants eller aktier tegnet som led i udnyttelsen af sådanne Warrants, er alene Warrantholderens ansvar og er Selskabet uvedkommende.	Any tax implications for the Warrant Holder resulting from these Warrant Terms, the issued Warrants or the shares subscribed through the exercise of such Warrants, are the sole responsibility of each Warrant Holder and of no concern to the Company.
11. OMSÆTTELIGHED		TRANSFERABILITY
11.1	Warrantholderens Warrants er personlige og kan ikke gøres til genstand for nogen form for overdragelse, pantsætning, udlæg eller tvangsfuldbyrde, hverken til eje eller sikkerhed, herunder i forbindelse med bodeling. I tilfælde af Warrantholderens død kan de modnede Warrants dog gå i arv til ægtefælle/samlever og/eller livsarvinger og indgå i udskiftet bo under forudsætning af, at erververen tiltræder disse Vilkår.	The Warrants are personal to the Warrant Holder and cannot be made subject of any form of assignment, pledging or execution, neither for ownership nor security, including in connection with division of property. However, upon the death of the Warrant Holder, the right to exercise the Warrants vested shall pass to the Warrant Holder's estate or beneficiaries, provided that such estate or beneficiaries accept these Warrant Terms.

11.2	Uanset bestemmelsen i punkt 11.1, kan Warrants dog overdrages til et af Warranthaveren 100 pct. ejet selskab, under forudsætning af, at det 100 pct. ejede selskab tiltræder disse Vilkår.	Notwithstanding 11.1 above, the Warrant Holder may transfer Warrants to a company 100 pct. owned by the Warrant Holder, provided that such company accepts these Warrant Terms.
12. ÆNDRING, TILBAGEKRÆVNING OG DIFFERENCEAFREGNING		
12.1	I tilfælde af ekstraordinære eller uforudsete omstændigheder, som kan resultere i en negativ eller positiv værdiændring af Warrants, som ikke var tilsigtet på tildelingstidspunktet, kan bestyrelsen efter eget skøn og ved skriftlig meddelelse herom til Warranthaver justere antallet af Warrants, Tegningskursen samt vilkår for modning og udnyttelse af Warrants.	In case of extraordinary events or unforeseen circumstances, which may result in a negative or positive change in value of Warrants, that were not intended at the time of issue, the board of directors may in its discretion adjust the number of Warrants, Exercise Price as well as the vesting and exercise terms with respect to Warrants to written notification hereof to Warrant Holder.
12.2	Bestyrelsen er i øvrigt berettiget til at ændre Vil-kårene med henblik på at overholde lovgivning, herunder bestemmelser vedrørende modning og udnyttelse, så længe dette ikke er væsentligt til ulempe for Warranthaver.	The board of directors is further entitled to change these Warrant Terms to comply with applicable law, including the provisions regarding vesting and exercise, to the extent such change is not to the detriment of Warrant Holder's rights in any material way.
12.3	Hvis Selskabet kan dokumentere, at tildeling eller udnyttelse af Warrants er sket på baggrund af oplysninger, som viser sig fejlagtige, herunder som følge af forkerte regnskabsoplysninger, regnefejl, svig, eller hvis Warranthaver i øvrigt var i ond tro om forhold, som har medført modtagelse af et for højt variabelt vederlag fra Selskabet (herunder i form af Warrants), er Selskabet berettiget til at beslutte, (i) at sådanne Warrants er bortfaldet (helt eller delvist) eller (ii) at kræve refusion fra Warranthaver af midler, den pågældende har opnået ved udnyttelse af sådanne Warrants.	If the Company can document that the issue or exercise of Warrants is based on information that proves to be incorrect, including as a result of incorrect financial information, calculation errors, fraud, or if Warrant Holder was in bad faith concerning matters which have led to him/her receiving variable remuneration that he/she was not entitled to (including Warrants), the Company may decide that (i) such Warrants shall lapse (in whole or in part) or (ii) require repayment from Warrant Holder of any funds that the Warrant Holder received following exercise of Warrants.
12.4	Selskabet er berettiget til, indtil 14 dage efter modtagelse af en Udnyttelsesmeddelelse, at kræve Warrant differenceafregnet, så Warranthaver i stedet for aktier modtager kontant betaling af nettoværdien af Warrants. I så fald skal (i) Warranthaver modtage et kontant beløb fra Selskabet for Warrants, svarende til differencen mellem Tegningskursen og lukkekursen for Selskabets aktier på Nasdaq First North Premier Growth Market på datoens for Selskabets modtagelse af Udnyttelsesmeddelelsen, og (ii) Warranthaver skal overdrage Warrants til Selskabet uden yderligere modydelse. I mangel af en sådan lukkekurs anvendes den anslæde markedskurs for Selskabets aktier (som bestemt af bestyrelsen) på datoens for bestyrelsens beslutning om at foretage differenceafregning.	The Company may, within 14 days after receipt of an Exercise Notice, settle the Warrant by cash payment, whereby the Warrant Holder instead of shares will receive a cash payment of the net value of the Warrant. In this case, (i) the Warrant Holder will receive a cash payment from the Company for the Warrant equal to the difference between the Exercise Price and the closing price of the Company's shares on Nasdaq First North Premier Growth Market on the date of the Company receiving the Exercise Notice, and (ii) the Warrant Holder shall transfer the Warrant to the Company without further compensation. If no such closing price exists, the estimated market value of the Company's shares (as determined by the board of directors) at the date of the board of directors' decision to settle shall be applied instead.
13. MEDDELELSER		
13.1	Enhver kommunikation fra Warranthaveren til Selskabet vedrørende alle forhold i relation til disse	Any communication by the Warrant Holder to the Company regarding all matters in these Warrant

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	Vilkår skal sendes via e-mail til Selskabets bestyrelse.	Terms shall be conducted via email to the Company's board of directors.
13.2	Enhver kommunikation til Warrantholderen vedrørende alle forhold i relation til disse Vilkår skal sendes til Warrantholderens e-mailadresse som senest oplyst til Selskabets bestyrelse. Selskabets bestyrelse kan bemyndige Selskabets direktion eller andre til at kommunikere i henhold til dette punkt.	Any communication to the Warrant Holder regarding matters in these Warrant Terms shall be addressed to the Warrant Holder's email address most recently notified to the Company's board of directors. The board of directors can authorise the Company's management or any other to communicate according to this section.
14.	VILKÅR FOR UDSTEDELSEN AF AKTIER	TERMS OF THE ISSUE OF SHARES
14.1	Følgende skal gælde for nye aktier udstedt i forbindelse med udnyttelse af Warrants i henhold til disse Vilkår:	The following shall apply for the new shares issued in connection with the exercise of Warrants in accordance with these Warrant Terms:
	<ul style="list-style-type: none"> - Der kan ikke ske delvis indbetaling af de nye aktier, - tegningsbeløbet skal være kommet frem til Selskabet senest tre (3) arbejdssage efter, Selskabet har meddelt Warrantholderen, til hvilket kontonummer der skal ske betaling, - de nye aktiers stykstørrelse er nominelt 0,01 kr., - aktionærerne har ikke fortægningsret til aktierne, - de nye aktier skal være ordinære aktier, - de nye aktier skal være ikke-omsætningspapirer, såfremt Selskabet ikke er börsnoteret, hvorimod de skal være omsætningspapirer uden indskrænkninger i omsætteligheden, såfremt Selskabet er börsnoteret, - de nye aktier skal lyde på aktionærens navn og registreres i Selskabets ejerbog, og - de nye aktier giver ret til udbytte, og andre rettigheder i Selskabet i overensstemmelse med bestemmelserne i Selskabets vedtægter, fra tidspunktet for kapitalforhøjelsens registrering hos Erhvervsstyrelsen. 	<ul style="list-style-type: none"> - the payment of the new shares cannot be done partly; - the subscription amount shall be received by the Company no later than three (3) business days after the Company has informed the Warrant Holder to which account payment shall be made; - the new shares shall have a nominal value of DKK 0.01; - the shareholders shall not have any pre-emption rights to subscribe the shares; - the new shares shall be ordinary shares; - the new shares shall be non-negotiable instruments if the Company is not listed with a stock exchange, and negotiable instruments without any restrictions in the transferability if the Company is listed on a stock exchange; - the new shares shall be registered in the name of the shareholders and be registered in the shareholders' register; and - the new shares are entitled to dividends, and other rights in the Company according to the provisions in the Company's articles of association, from the date the registration of the capital increase with the Danish Business Authority.
15.	OMKOSTNINGER	COSTS
15.1	Selskabet afholder alle omkostninger i forbindelse med udstedelsen af Warrants og den potentielle udnyttelse heraf. Omkostningerne anslås til højst at udgøre 100.000 kr.	The Company pays all costs in connection with issuing of the Warrants and the potential exercise hereof. The costs are estimated not to exceed DKK 100,000.

16. INSIDERHANDEL

- 16.1 Warranthaverens udnyttelse af Warrants og den efterfølgende aktiebesiddelse er underlagt de til enhver tid gældende regler for børsnoterede aksjer, herunder markedsmissbrugsforordningen og Selskabets interne retningslinjer.

INSIDER TRADING

The Warrant Holder's exercise of Warrants and the following share ownership is subject to the at all times applicable rules for listed shares, including the market abuse regulation and the Company's internal rules.

17. LOVVALG OG VÆRNETING

- 17.1 Disse Vilkår er udarbejdet og skal fortolkes i overensstemmelse med dansk ret bortset fra danske retsregler om lovvalg.
- 17.2 Enhver tvist, som måtte opstå som følge af eller i forbindelse med disse Vilkår, herunder tvister vedrørende eksistens, gyldighed eller ophør skal afgøres ved voldgift ved Voldgiftsinstituttet i overensstemmelse med de af Voldgiftsinstituttet vedtagne regler herom, som er gældende ved indledning af voldgiftssagen.
- 17.3 Voldgiftssagen skal afgøres i København og voldgiften skal foregå på dansk.

APPLICABLE LAW AND VENUE

These Warrant Terms have been prepared in accordance with and are governed by Danish law, however, disregarding its rules on choice of law.

Any dispute arising out of or in connection with these Warrant Terms, including any disputes regarding the existence, validity or termination, shall be settled by arbitration arranged by Danish Arbitration in accordance with the rules of arbitration procedure adopted by Danish Arbitration and in force at the time when such proceedings are commenced.

The place of the arbitration shall be Copenhagen and the language of the arbitration shall be Danish.

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This is a translation of the original Danish version. In the event of any discrepancies the wording of the Danish language version shall prevail.

Underbilag 1 / Sub-appendix 1

Tildelingsdatoen <i>Date of Issue</i>	Antal Warrants Number of warrants	Tegningskurs (pr. aktie) <i>Exercise Price (per share)</i>	Særlige vilkår <i>Special terms</i>
20. maj 2021 <i>20 May 2021</i>	955.879 955,879	Kr. 5,00 DKK 5.00	Ingen <i>None</i>
8. februar 2022 <i>8 February 2022</i>	576.301 576,301	Kr. 4,70 DKK 4.70	Ingen <i>None</i>
18. december 2023 <i>18 December 2023</i>	2.090.000 2,090,000	Kr. 1,25 DKK 1.25	<p><u>Modning / Vesting:</u> Warrants tildelt en warranthaver modner med 9/12 straks ved tildelingen og den resterende 3/12 modner lineært med 1/3 per måned ved udgangen af hver efterfølgende måned efter tildelingsdatoen.</p> <p><i>Warrants issued to a warrant holder vest with 9/12 immediately upon the date of issue and the remaining 3/12 vest in equal installments with 1/3 per month at the end of each subsequent month following the date of issue.</i></p>

BILAG 2 / APPENDIX 2
WARRANTVILKÅR / WARRANT TERMS

VILKÅR FOR WARRANTS	WARRANT TERMS
1. BESLUTNING	DECISION
1.1 Bestyrelsen i SameSystem A/S, CVR-nr. 31 48 79 27 ("Selskabet"), besluttede den 29. april 2024 at vedtage dette warrantprogram ("Vilkårene"), der regulerer vilkåre og betingelser for warrants ("Warrants") tildelt personer tilknyttet Selskabet ("Warranthaveren").	The board of directors of SameSystem A/S, business reg. (CVR) no. 31 48 79 27 (the "Company"), decided on 29 April 2024 to establish this warrant program (the "Warrant Terms") which regulates the terms and conditions for warrants ("Warrants") issued to persons affiliated with the Company (the "Warrant Holder").
1.2 Underbilag 1 indeholder en oversigt over Warrants udstedt i henhold til Vilkårene, herunder Tildelingsdatoen, tegningskurs samt eventuelle særlige vilkår.	Sub-appendix 1 contains an overview of Warrants granted pursuant to these Warrant Terms, including the Date of Grant, subscription price and any special terms.
2. TILDELING	GRANT
2.1 Enhver Warranthaver tildeles Warrants på de tidspunkter, som fremgår af individuelle warrantaftaler, ("Tildelingsdato") der indgås med Selskabet ("Warrantaftalen").	Each Warrant Holder will be granted Warrants at dates specified in individual warrant agreements ("Date of Grant") entered into with the Company ("Warrant Agreement").
2.2 Warranthaver betaler ikke vederlag for tildeling af Warrants.	The Warrant Holder does not pay for the grant of Warrants.
2.3 Medmindre andet udtrykkeligt fremgår, kan alene modnede Warrants udnyttes og således danne grundlag for tegning af aktier.	Unless otherwise expressly stated, only vested Warrants can be exercised and thus serve as basis for subscribing shares.
3. MODNING	VESTING
3.1 Warrants modner over en 12-måneder periode med 1/12 pr. måned, første gang ved afslutningen af måneden, der kommer efter Tildelingsdatoen, medmindre andet fremgår Warrantaftalen.	The Warrants vest over a period of 12 months with 1/12 each month, the first time at the expiry of the month following the Date of Grant, unless otherwise stated in the Warrant Agreement.
3.2 Modning er betinget af Warranthaverens fortsatte tilknytning til Selskabet. Ingen Warrants modner, efter Warranthaverens tilknytning til Selskabet er ophört, uanset årsag.	Vesting is conditional on the Warrant Holder's continuous affiliation with the Company. No Warrants shall vest after such affiliation ceases, regardless of reason.
4. UDNYTTELSE	EXERCISE
4.1 Ordinær udnyttelse	Ordinary exercise
4.1.1 Modnede Warrants kan udnyttes i "Udnyttelsesperioden", som løber fra en Tildelingsdato og udløber fem (5) år herefter.	Vested Warrants may be exercised in the "Warrant Period", which begins on the Date of Grant and expires five (5) years hereafter.

4.1.2	Warranthaveren kan kun udnytte Warrants i et Udryttelsesvindue. "Udryttelsesvinduet" er perioder på fire (4) uger fra dagen efter generalforsamlingens godkendelse af Selskabets årsrapport.	The Warrant Holder may only exercise the Warrants in an Exercise Window. An "Exercise Window" is a period of four (4) weeks starting the day after the general meetings approval of the Company's annual report.
	Hel eller delvis udnyttelse af Warrants kan alene ske til et helt antal aktier, og der kan således ikke tegnes fraktioner af en aktie i Selskabet.	However, each full or partly exercise shall be for a whole number of shares, and there can be no exercise for a fraction of a share in the Company.
4.1.3	Warrants, der ikke er udnyttet inden udgangen af Udryttelsesperioden, bortfalder automatisk uden yderligere varsel og kompensation.	Warrants that have not been exercised within the Exercise Period shall lapse automatically without further notice or compensation.
4.2	Ekstraordinær udnyttelse	Extraordinary exercise
4.2.1	Udover den ordinære udnyttelse af Warrants kan Selskabets bestyrelse diskretionært beslutte, at ekstraordinær udnyttelse af Warrants kan finde sted, herunder, men ikke begrænset til, i situationerne anført nedenunder. Bestyrelsen kan i samme sammenhæng beslutte, at ikke-modnedde Warrants også kan udnyttes.	In addition to ordinary exercise of Warrants, the Company's board of directors may decide in its discretion that Warrants can be exercised on an extraordinary basis, including, but not limited to, in connection with the events set out below. The board of directors can decide in connection here-with that non-vested Warrants can be exercised.
4.2.2	Hvis generalforsamlingen beslutter at likvidere Selskabet, og bestyrelsen beslutter (efter eget skøn), at Warrants som følge heraf kan udnyttes, skal Selskabet give Warranthaveren skriftlig meddelelse herom. Warranthaveren har herefter en frist på 2 (to) uger fra datoén for afsendelse af meddelelsen fra Selskabet til skriftligt at meddele Selskabet, om Warrants ønskes udnyttet helt eller delvist. Hvis Warranthaveren ikke ønsker at udnytte Warrants, bortfalder disse automatisk og uden meddelelse, vederlag eller kompensation, forudsat at Selskabet opløses endeligt som følge af den meddelte beslutning.	If the general meeting approves to liquidate the Company, and the board of directors (in its discretion) decides that Warrants shall vest as a result hereof, the Company shall give notice to the Warrant Holder hereof. The Warrant Holder has two (2) weeks from the date of the Company's notice to inform the Company in writing whether Warrants will be exercised in full or in part. If the Warrant Holder does not wish to exercise Warrants, the Warrants shall automatically lapse without further notice and without any right to compensation, provided that the Company is dissolved following the provided notice.
4.2.3	Hvis generalforsamlingen beslutter at fusionere Selskabet, og fusionen indebærer, at Selskabet opløses, og bestyrelsen beslutter (efter eget skøn), at Warrants som følge heraf kan udnyttes, skal Selskabet give Warranthaveren skriftlig meddelelse herom. Warranthaveren har herefter en frist på 2 (to) uger fra datoén for afsendelse af meddelelsen fra Selskabet til skriftligt at meddele Selskabet, om Warrants ønskes udnyttet helt eller delvist. Hvis Warranthaveren ikke ønsker at udnytte Warrants, bortfalder disse automatisk og uden meddelelse, vederlag eller kompensation, forudsat at Selskabet opløses endeligt som følge af den meddelte beslutning.	If the general meeting approves to merge the Company, and the Company is dissolved in the merger, and the board of directors (in its discretion) decides that Warrants shall vest as a result hereof, the Company shall give notice to the Warrant Holder hereof. The Warrant Holder has two (2) weeks from the date of the Company's notice to inform the Company in writing whether Warrants will be exercised in full or in part. If the Warrant Holder does not wish to exercise Warrants, the Warrants shall automatically lapse without further notice and without any right to compensation, provided that the Company is dissolved following the provided notice.

5. TEGNINGSKURS

- 5.1 Hver Warrant giver Warranthaveren en ret til at tegne én aktie á nominelt kr. 0,01 i Selskabet til

EXERCISE PRICE

Each Warrant entitles the Warrant Holder to subscribe for one share of nominal DKK 0.01 in the

	den kurs, der fremgår af Warrantaftalen ("Tegningskursen").	Company at the price set out in the Warrant Agreement (the "Exercise Price").
5.2	Tegningskursen kan reguleres som angivet i punkt 8 og 12.	The Exercise Price may be adjusted as specified in sections 8 and 12.
6. PROCEDURE FOR UDNYTTELSE		PROCEDURES FOR EXERCISE
6.1 Warranthaveren udnytter Warrants ved at give Selskabet skriftlig meddeelse herom ("Udnyttelsesmeddeelse") inden for (i) et Udnyttelsesvindue i tilfælde af ordinær udnyttelse eller (ii) fristen meddelt af bestyrelsen i tilfælde af ekstraordinær udnyttelse. Udnyttelsesmeddeelsen skal være bekræftet underskrevet af Warranthaveren og angive antallet af Warrants, der ønskes udnyttet.		The Warrant Holder may exercise the Warrants by giving a written exercise notice ("Exercise Notice") to the Company within (i) an Exercise Window in case of ordinary exercise or (ii) the deadline notified by the board of directors in case of extraordinary exercise. The Exercise Notice shall be duly signed by the Warrant Holder and specify the number of Warrants, the Warrant Holder wishes to exercise.
6.2	Warrantinnehaveren kan selv beslutte antallet af Warrants, denne ønsker at udnytte. Warrantinnehaveren kan dog ikke udnytte mindre end 25 pct. ad gangen af det samlede antal modnede Warrants, som Warrantinnehaveren er blevet tildelt.	The Warrant Holder may decide the number of Warrants to be exercised. However, for each Exercise Notice, the Warrant Holder cannot exercise less than 25 percent of the total number of vested Warrants that have been granted to the Warrant Holder.
6.3	Tegningsbeløbet skal være indbetalt senest den dato, der er angivet i henhold til punkt 14.1. Hvis tegningsbeløbet ikke betales rettidigt, bortfalder Udnyttelsesmeddeelsen automatisk.	The subscription amount shall be paid no later than the date set out pursuant to clause 14.1. If the subscription amount is not paid in time, the Exercise Notice shall automatically lapse.
6.4	Selskabets bestyrelse skal foranledige, at der gennemføres en kapitalforhøjelse på baggrund af Warrants, som er korrekt og rettidigt udnyttet og indbetalt af Warrantinnehaveren, i henhold til sel-skabslovens § 175.	The Company's board of directors shall ensure that a capital increase is carried out based on Warrants which have been correctly exercised and paid by the Warrant Holder according to section 175 of the Companies Act.
7. OPHØR AF ANSÆTTELSE ELLER STILLING		CEASE OF EMPLOYMENT OR POSITION
7.1	Alle tildelte Warrants (uanset om Warrants er modnede eller ej) bortfalder uden yderligere varsel og uden kompensation på Ophørstidspunktet,	All granted Warrants (whether they are vested or not) will lapse at the Date of Termination without further notice or compensation,
(a)	<u>hvis Warranthaver er bestyrelsmedlem</u> og følgende to (2) betingelser er opfyldt inden for en periode indtil næstkomende ordinære generalforsamling: (i) Bestyrelsmedlemmet har væsentligt misligholdt sin stilling, og (ii) bestyrelsmedlemmet fortsætter ikke sin stilling, enten som følge af (X) afsættelse af generalforsamlingen, (Y) manglende genvalg eller (Z) bestyrelsmedlemmets egen fratrædelse,	(a) <u>if the Warrant Holder is a member of the board of directors</u> and the following two (2) conditions are met in a period until the next annual general meeting: (i) the board member has materially breached their position, and (ii) the board member does not continue in their position either due to (X) removal by the general meeting, (Y) failure to become re-elected or (Z) the board member's own resignation,
(b)	<u>hvis Warranthaver er ansat</u> , såfremt Selskabet berettiget bortviser Warranthaver.	(b) <u>if the Warrant Holder is an employee</u> , in case the Warrant Holder is dismissed by the Company due to Warrant Holder's material breach of the employment.

7.2 Såfremt en Warrantholder ophører med at være bestyrelsesmedlem eller ansat i Selskabet i andre situationer end som anført i punkt 7.1, bortfalder alle ikke-modnede Warrants på Ophørstidspunktet straks og uden yderligere varsel eller kompenstation, medmindre bestyrelsen i hvert enkelt tilfælde beslutter andet. Warrantholder er dog berettiget til at beholde modnede Warrants og udnytte dem i henhold til Vilkårene.

If a Warrant Holder ceases to be a member of the board of directors or an employee of the Company in other situations than set out in section 7.1, all non-vested Warrants at the Date of Termination shall lapse immediately without further notice or compensation, unless otherwise decided by the board of directors on a case by case basis. The Warrant Holder may keep vested Warrants and exercise such in accordance with the Warrant Terms.

7.3 Med "Ophørstidspunktet" forstås den dato, hvor Warrantholderen fratræder Selskabet.

"Date of Termination" means the date on which the Warrant Holder effectively resigns from the Company.

8. ÄENDRINGER I KAPITALSTRUKTUR

8.1 Udstedelse af Warrants skal ikke indebære restriktioner for Selskabet og dets aktionærer med hen-syn til ændringer af Selskabets kapitalforhold.

CHANGES IN THE CAPITAL STRUCTURE

The issue of Warrants shall not imply any restrictions on the Company and its shareholders with regard to capital changes in the Company.

8.2 Ændringer i kapitalforhold omfatter, men er ikke begrænset til, ordinær og ekstraordinær udlodning af udbytte, udlodning i forbindelse med kapital-nedsættelse, udstedelse af fondsaktier og Warrants, kapitalforhøjelser eller optagelse af konver-tibel gæld.

Capital changes include, but is not limited to, ordinary and extraordinary distribution of dividends, distribution in connection with a capital decrease, issuance of bonus shares and warrants, capital increases, or issuance of convertible debt.

8.3 Hvis Selskabet gennemfører kapitalforhøjelser el-ler kapitalnedsættelser til markedspris, vil Teg-ningskursen og/eller antallet af Warrants ikke blive justeret.

If the Company completes a capital increases or capital decreases at market price, the Exercise Price and/or number of Warrants shall not be ad-justed.

8.4 Såfremt der gennemføres ændringer i Selskabets kapitalforhold på vilkår, der væsentligt afviger fra markedsprisen af Selskabet, skal der foretages en regulering af Tegningskursen og/eller antallet af Warrants, således at værdien af Warrants ikke påvirkes af disse ændringer. Beregningen af denne regulering foretages af Selskabets revisor i henhold til generelt anerkendte principper. Beslut-ning om eventuel regulering træffes af Selskabets bestyrelse. Ændringen kan ikke resultere i, at Teg-ningskursen bliver lavere end kurs pari for de ny-udstedte aktier.

In case of capital changes in the Company, which are completed at a price that deviates materially from the market price of the Company, the Exer-cise Price and/or number of Warrants shall be ad-justed to the effect that the value of the Warrants remains unaffected. The calculation of the adjust-ment shall be made by the Company's auditor in accordance with generally recognized principles. The decision to make the adjustment is taken by the board of directors. An adjustment cannot lead to an Exercise Price lower than par value of the new shares.

8.5 Uanset kurserne på aktier eller konverteringskursen, skal der ikke foretages ændringer i forbindelse med (i) udstedelse af aktier, Warrants, gæld, optioner eller konvertible instrumenter til Selskabets medarbejdere, ledelse eller bestyrelsesmedlem-mer som del af et incitamentsprogram, (ii) udste-delser af aktier, Warrants, optioner, eller konver-tibel gæld, hvor en tredjemand deltager, og (iii) udstedelse af konvertibel gæld til tredjemand eller aktionærer, der kan konverteres med et nedsat markedspris.

Regardless of the share price or conversion rate, no adjustment shall be made in connection with (i) issuance of shares, warrants, debt, options or con-vertible debt to the Company's employees, man-agement or board members as part of an incentive program; (ii) issuance of shares, warrants, op-tions, or convertible debt in which third parties participate; and (iii) issuance of convertible debt to third parties or shareholders, which can be con-verted at a discount in connection with a market price established in the future.

9. REORGANISERING

REORGANISATION

9.1	Såfremt Selskabet måtte indgå i en fusion, spaltning eller lignende, forpligter Warrantholderen sig til at acceptere nødvendige ændringer i disse Vilkår som fastlagt af generalforsamlingen, mod at få en tilsvarende ordning eller kompenstation med samme værdi for Warrantholderen.	In the event the Company takes part in a merger, demerger or similar event, the Warrant Holder is obligated to accept any necessary changes in these Warrant Terms as set out by the general meeting in return for a corresponding plan or compensation with the same value for the Warrant Holder.
10.	SKATTEMÆSSIGE FORHOLD	TAX IMPLICATIONS
10.1	Enhver skattemæssig konsekvens for Warrantholderen på baggrund af disse Vilkår, de udstedte Warrants eller aktier tegnet som led i udnyttelsen af sådanne Warrants, er alene Warrantholderens ansvar og er Selskabet uvedkommende.	Any tax implications for the Warrant Holder resulting from these Warrant Terms, the issued Warrants or the shares subscribed through the exercise of such Warrants, are the sole responsibility of each Warrant Holder and of no concern to the Company.
11.	OMSÆTTELIGHED	TRANSFERABILITY
11.1	Warrantholderens Warrants er personlige og kan ikke gøres til genstand for nogen form for overdragelse, pantsætning, udlæg eller tvangsfuldbyrdelse, hverken til eje eller sikkerhed, herunder i forbindelse med bodeling. I tilfælde af Warrantholderens død kan de modnede Warrants dog gå i arv til ægtefælle/samleve og/eller livsarvinger og indgå i udskiftet bo under forudsætning af, at erhververen tiltræder disse Vilkår.	The Warrants are personal to the Warrant Holder and cannot be made subject of any form of assignment, pledging or execution, neither for ownership nor security, including in connection with division of property. However, upon the death of the Warrant Holder, the right to exercise the Warrants vested shall pass to the Warrant Holder's estate or beneficiaries, provided that such estate or beneficiaries accept these Warrant Terms.
11.2	Uanset bestemmelsen i punkt 11.1, kan Warrants dog overdrages til et af Warrantholderen 100 pct. ejet selskab, under forudsætning af, at det 100 pct. ejede selskab tiltræder disse Vilkår.	Notwithstanding 11.1 above, the Warrant Holder may transfer Warrants to a company 100 pct. owned by the Warrant Holder, provided that such company accepts these Warrant Terms.
12.	ÆNDRING, TILBAGEKRÆVNING OG DIFFERENCEAFREGNING	AMENDMENTS, CLAW BACK AND CASH SETTLEMENT
12.1	I tilfælde af ekstraordinære eller uforudsete omstændigheder, som kan resultere i en negativ eller positiv værdiændring af Warrants, som ikke var tilsigtet på tildelingstidspunktet, kan bestyrelsen efter eget skøn og ved skriftlig meddelelse herom til Warrantholder justere antallet af Warrants, Tegningskurserne samt vilkår for modning og udnyttelse af Warrants.	In case of extraordinary events or unforeseen circumstances, which may result in a negative or positive change in value of Warrants, that were not intended at the time of issue, the board of directors may in its discretion adjust the number of Warrants, Exercise Price as well as the vesting and exercise terms with respect to Warrants to written notification hereof to Warrant Holder.
12.2	Bestyrelsen er i øvrigt berettiget til at ændre Vilkårene med henblik på at overholde lovgivning, herunder bestemmelser vedrørende modning og udnyttelse, så længe dette ikke er væsentligt til ulykke for Warrantholder.	The board of directors is further entitled to change these Warrant Terms to comply with applicable law, including the provisions regarding vesting and exercise, to the extent such change is not to the detriment of Warrant Holder's rights in any material way.
12.3	Hvis Selskabet kan dokumentere, at tildeling eller udnyttelse af Warrants er sket på baggrund af oplysninger, som viser sig fejlagtige, herunder som følge af forkerte regnskabsoplysninger, regnefejl, svig, eller hvis Warrantholder i øvrigt var i ond tro om forhold, som har medført modtagelse af et for højt variabelt vederlag fra Selskabet (herunder i	If the Company can document that the issue or exercise of Warrants is based on information that proves to be incorrect, including as a result of incorrect financial information, calculation errors, fraud, or if Warrant Holder was in bad faith concerning matters which have led to him/her receiv-

form af Warrants), er Selskabet berettiget til at beslutte, (i) at sådanne Warrants er bortfaldet (helt eller delvist) eller (ii) at kræve refusion fra Warranthaver af midler, den pågældende har opnået ved udnyttelse af sådanne Warrants.

ing variable remuneration that he/she was not entitled to (including Warrants), the Company may decide that (i) such Warrants shall lapse (in whole or in part) or (ii) require repayment from Warrant Holder of any funds that the Warrant Holder received following exercise of Warrants.

12.4 Selskabet er berettiget til, indtil 14 dage efter modtagelse af en Udnyttelsesmeddelelse, at kræve Warrants differenceafregnet, så Warranthaver i stedet for aktier modtager kontant betaling af nettoværdien af Warrants. I så fald skal (i) Warranthaver modtage et kontant beløb fra Selskabet for Warrants, svarende til differencen mellem Tegningskursen og anslæde markedspris af Selskabets aktier (som bestemt af bestyrelsen) på datoen for Selskabets modtagelse af Udnyttelsesmeddelelsen, og (ii) Warranthaver skal overdrage Warrants til Selskabet uden yderligere modydelse.

The Company may, within 14 days after receipt of an Exercise Notice, settle the Warrants by cash payment, whereby the Warrant Holder instead of shares will receive a cash payment of the net value of the Warrant. In this case, (i) the Warrant Holder will receive a cash payment from the Company for the Warrant equal to the difference between the Exercise Price and the fair market value of the Company's shares (as determined by the board of directors) on the date the Company receiving the Exercise Notice, and (ii) the Warrant Holder shall transfer the Warrant to the Company without further compensation

13. MEDDELELSER

13.1 Enhver kommunikation fra Warranthaveren til Selskabet vedrørende alle forhold i relation til disse Vilkår skal sendes via e-mail til Selskabets bestyrelse.

NOTICES

Any communication by the Warrant Holder to the Company regarding all matters in these Warrant Terms shall be conducted via email to the Company's board of directors.

13.2 Enhver kommunikation til Warranthaveren vedrørende alle forhold i relation til disse Vilkår skal sendes til Warranthaverens e-mailadresse som senest oplyst til Selskabets bestyrelse. Selskabets bestyrelse kan bemynlige Selskabets direktion eller andre til at kommunikere i henhold til dette punkt.

Any communication to the Warrant Holder regarding matters in these Warrant Terms shall be addressed to the Warrant Holder's email address most recently notified to the Company's board of directors. The board of directors can authorise the Company's management or any other to communicate according to this section.

14. VILKÅR FOR UDSTEDELSEN AF AKTIER

14.1 Følgende skal gælde for nye aktier udstedt i forbindelse med udnyttelse af Warrants i henhold til disse Vilkår:

- Der kan ikke ske delvis indbetaling af de nye aktier,
- tegningsbeløbet skal være kommet frem til Selskabet senest tre (3) arbejdsdage efter, Selskabet har meddelt Warranthaveren, til hvilket kontonummer der skal ske betaling,
- de nye aktiers stykstørrelse er nominelt 0,01 kr.,
- aktionærerne har ikke fortægningsret til aktierne,
- de nye aktier skal være ordinære aktier,
- the payment of the new shares cannot be done partly;
- the subscription amount shall be received by the Company no later than three (3) business days after the Company has informed the Warrant Holder to which account payment shall be made;
- the new shares shall have a nominal value of DKK 0.01;
- the shareholders shall not have any pre-emption rights to subscribe the shares;
- the new shares shall be ordinary shares;

TERMS OF THE ISSUE OF SHARES

The following shall apply for the new shares issued in connection with the exercise of Warrants in accordance with these Warrant Terms:

- de nye aktier skal være ikke-omsætningspapirer,
 - warrants og de aktier, som udstedes ved udnyttelse af warrants, tegnes på tidspunktet for warranthaverens underskrift af individuel warrantsaftale senest 30 dage efter bestyrelsens beslutning om at udstede warrants,
 - de nye aktier skal lyde på aktionærrens navn og registreres i Selskabets ejerbog, og
 - de nye aktier giver ret til udbytte, og andre rettigheder i Selskabet i overensstemmelse med bestemmelserne i Selskabets vedtægter, fra tidspunktet for kapitalforhøjelsens registrering hos Erhvervsstyrelsen.
- the new shares shall be non-negotiable instruments,
 - warrants and the shares issued in connection with the exercise of warrants, are subscribed for at the time of the warrant holder's signature of the individual warrant agreement no later than 30 days from the decision of the board of directors to issue warrants,
 - the new shares shall be registered in the name of the shareholders and be registered in the shareholders' register; and
 - the new shares are entitled to dividends, and other rights in the Company according to the provisions in the Company's articles of association, from the date the registration of the capital increase with the Danish Business Authority.

15. OMKOSTNINGER

15.1 Selskabet afholder alle omkostninger i forbindelse med udstedelsen af Warrants og den potentielle udnyttelse heraf. Omkostningerne anslås til højest at udgøre 100.000 kr.

COSTS

The Company pays all costs in connection with the Warrant issue and the potential exercise hereof. The costs are estimated not to exceed DKK 100,000.

16. EJERAFTALE

16.1 Hvis Selskabets aktier er underlagt en aktionæraftale, kan Selskabets bestyrelse kræve, at Medarbejderens udnyttelse af Warrants er betinget af, at Medarbejderen tiltræder en sådan aktionæraftale.

SHAREHOLDERS AGREEMENT

If the Company's shares are subject to a shareholders' agreement, the Company's board of directors may require that the Employee's exercise of Warrants are subject to the Employee acceding to such shareholders' agreement.

17. LOVVALG OG VÆRNETING

17.1 Disse Vilkår er udarbejdet og skal fortolkes i overensstemmelse med dansk ret bortset fra danske retsregler om lovvalg.

APPLICABLE LAW AND VENUE

These Warrant Terms have been prepared in accordance with and are governed by Danish law, however, disregarding its rules on choice of law.

17.2 Enhver tvist, som måtte opstå som følge af eller i forbindelse med disse Vilkår, herunder tvister vedrørende eksistens, gyldighed eller ophør skal afgøres ved voldgift ved Voldgiftsinstittuet i overensstemmelse med de af Voldgiftsinstittuet vedtagne regler herom, som er gældende ved indledning af voldgiftssagen.

Any dispute arising out of or in connection with these Warrant Terms, including any disputes regarding the existence, validity or termination, shall be settled by arbitration arranged by Danish Arbitration in accordance with the rules of arbitration procedure adopted by Danish Arbitration and in force at the time when such proceedings are commenced.

17.3 Voldgiftssagen skal afgøres i København og voldgiften skal foregå på dansk.

The place of the arbitration shall be Copenhagen and the language of the arbitration shall be Danish.

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This is a translation of the original Danish version. In the event of any discrepancies the wording of

the Danish language version shall prevail.

Underbilag 1 / Sub-appendix 1

Tildelingsdatoen <i>Date of Issue</i>	Antal Warrants Number of warrants	Tegningskurs (pr. aktie) <i>Exercise Price (per share)</i>	Særlige vilkår <i>Special terms</i>
29. april 2024 <i>29 April 2024</i>	2.060.000 <i>2,060,000</i>	Kr. 1,25 <i>DKK 1,25</i>	Ingen <i>None</i>