

Minutes kept at the Annual General Meeting in Pricer AB, reg. no. 556427-7993, (the "**Company**"), held on Friday 23 May 2025 at Blique by Nobis, Gävlegatan 18, in Stockholm.

1. Opening of the General Meeting

The General Meeting was opened by the Chairman of the Board, Bernt Ingman.

2. Election of Chair of the General Meeting

It was resolved, in accordance with the Nomination Committee's proposal, to elect Dain Hård Nevonen, member of the Swedish Bar Association, from Advokatfirman Vinge, as Chair of the General Meeting.

It was noted that Benjamin Vafaeian from Advokatfirman Vinge had been assigned to keep the minutes at the General Meeting.

The General Meeting resolved that certain persons who were not shareholders were entitled to attend the General Meeting, but without the rights to address the General Meeting or to participate in the General Meeting's resolutions.

3. Drawing up and approval of the voting list

It was resolved to adopt the proposed voting list as the voting list for the General Meeting, Appendix 1.

4. Approval of the agenda

It was resolved to approve the agenda proposed in the notice of the General Meeting.

5. Election of one or two persons to approve the minutes

It was resolved to elect Carolina Eriksson, Associate at Walthon Advokater AB, to approve the minutes.

6. Determination of whether the General Meeting was duly convened

It was noted that notice of the Annual General Meeting had been published in the Official Swedish Gazette (Sw. *Post- och Inrikes Tidningar*) on 24 April 2025 and had been available on the Company's website since 16 April 2025. An advertisement of the notice had been published in Svenska Dagbladet on 24 April 2025.

It was concluded that the meeting had been duly convened.

7. Presentation of the annual report and the auditor's report and the consolidated financial statements and the consolidated auditor's report

The Chair of the General Meeting concluded that the annual report and the auditor's report, as well as the consolidated financial statements and the consolidated auditor's report, for the financial year 2024 were presented at the General Meeting.

The CEO, Magnus Larsson, held a speech on the business year of 2024.

The auditor in charge, Jakob Wojcik, presented the audit work and commented on the auditor's report.

8 a. Resolution on adoption of the income statement and the balance sheet and the consolidated income statement and the consolidated balance sheet

It was resolved to adopt the income statement and the balance sheet, and also the consolidated income statement and the consolidated balance sheet, for the financial year 2024.

8 b. Resolution on appropriation of the Company's profit or loss according to the adopted balance sheet

It was resolved, in accordance with the Board's proposal, that no dividend shall be paid for the financial year 2024 and that the Company's available funds shall be balanced in a new account.

8 c. Resolution on discharge from personal liability for the Board members and the CEO

It was resolved to discharge the Board members (including Board members who resigned or was appointed during the financial year) and the CEO from personal liability for the management of the Company during the financial year 2024.

It was noted that shareholding Board members and the CEO, who are included in the voting list directly, through representatives or as representatives of others, did not participate in the decision as far as the Board member or the CEO himself was concerned.

9. Determination of the number of Board members and deputies and auditors and deputy auditors

It was resolved, in accordance with the Nomination Committee's proposal, that the Board is to be composed of five (5) directors, with no deputies, for the period up to the closing of the Annual General Meeting 2026.

It was resolved, in accordance with the Nomination Committee's proposal, that the Company shall have one (1) auditor with no deputy, for the period up to the closing of the Annual General Meeting 2026.

10. Determination of fees to the Board members and the auditors

It was resolved, in accordance with the Nomination Committee's proposal, that fees to the Board members for the period up to the close of the next Annual General Meeting will be paid with SEK 700,000 to the Chair of the Board and SEK 350,000 to each of the other Board members elected by the General Meeting who are not employed by the Company. An additional fee of SEK 100,000 will be paid to the Chair of the audit committee and an additional fee of SEK 75,000 will be paid to each of the other ordinary members of the audit committee.

It was resolved, in accordance with the Nomination Committee's proposal, that fees to the auditor for services performed is to be paid in accordance with invoices approved by the Company.

11. Election of the Board members as well as Chairman of the Board and auditors

It was noted that the General Meeting had been provided with a presentation of the proposed Board members including information on assignments held in other companies.

It was resolved, in accordance with the Nomination Committee's proposal, to re-elect Bernt Ingman, Ole Mikael Jensen, Emil Ahlberg, Jenni Virnes and Linda Pimmeschofer. It was resolved to re-elect Bernt Ingman as Chairman of the Board.

It was resolved, in accordance with the Nomination Committee's proposal, to elect the registered accounting firm Öhrlings PricewaterhouseCoopers AB as the Company's auditor.

12. Resolution on principles for appointment of the Nomination Committee before the Annual General Meeting 2026

It was resolved, in accordance with the Nomination Committee's proposal, on principles for appointment of the Nomination Committee before the Annual General Meeting 2026, Appendix 2.

13. Presentation of the remuneration report for approval

It was resolved, in accordance with the Board's proposal, to approve the Board's remuneration report, Appendix 3.

14. Resolution on guidelines for remuneration to senior executives

It was resolved, in accordance with the Board's proposal, on guidelines for remuneration to senior executives, Appendix 4.

15. Resolution on long term incentive program in the form of warrants for certain employees

It was resolved, in accordance with the Board's proposal, on a long term incentive program in the form of warrants for certain employees, Appendix 5.

It was noted that the resolution was passed with the required majority, i.e. by shareholders representing at least nine tenths of both the votes cast and the shares represented at the General Meeting.

16. Resolution on authorisation for the Board to resolve to issue new shares

It was resolved, in accordance with the Board's proposal, on authorisation for the Board to resolve to issue new shares, Appendix 6.

It was noted that the resolution was passed with the required majority, i.e. by shareholders representing at least two thirds of both the votes cast and the shares represented at the General Meeting.

17. Resolution on authorisation for the Board to resolve on transfer of own shares

It was resolved, in accordance with the Board's proposal, on authorisation for the Board to resolve on transfer of own shares, Appendix 7.

It was noted that the resolution was passed with the required majority, i.e. by shareholders representing at least two thirds of both the votes cast and the shares represented at the General Meeting.

18. Closing of the General Meeting

The Chair of the General Meeting declared the General Meeting closed.

At the minutes:

Benjamin Vafaeian

Approved:

Dain Hård Nevonen

Carolina Eriksson

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Item 12: The nomination committee's proposal on resolution on principles for appointment of the nomination committee before the annual general meeting 2026

The nomination committee proposes that the annual general meeting resolve that the nomination committee before the annual general meeting 2026 is appointed mainly in accordance with the following principles.

The chairman of the board shall receive a mandate to contact the three largest shareholders in the company as of the end of the third quarter, and ask them to nominate a representative each who will constitute the nomination committee for the period up until a new nomination committee is appointed according to the mandate from the next annual general meeting. A group of two or more shareholders (shareholder group) who have notified the chairman of the board that they wish to participate jointly in the nomination committee's work will also be considered a shareholder.

If any shareholder or shareholder group waives its right to nominate a representative, the shareholder or shareholder group that is the next largest shareholder of the vote will be offered to nominate a representative. The members of the nomination committee shall be published no later than six months before the annual general meeting.

As soon as a new nomination committee has been appointed in accordance with the above principles, it will replace the current nomination committee. Shareholders who wish to participate in a shareholder group prior to this process must notify the chairman of the board without delay.

If, during the term of the nomination committee, one or more of the shareholders / shareholder groups who have nominated members of the nomination committee is no longer one of the three largest shareholders / shareholder groups in the number of votes, then any member nominated by those shareholders / shareholder groups must make their seats available and the shareholder(s) / shareholder groups which are now one of the three largest shareholders in the number of votes will nominate its representative. If, however, such change occurs later than two months before the annual general meeting or if only marginal changes in the number of votes have taken place, no changes shall take place in the composition of the nomination committee unless there are special reasons.

A shareholder / shareholder group who has nominated a member of the nomination committee is entitled to dismiss such member and nominate new member. Should a member of the nomination committee resign before the committee's work is completed, the shareholder / shareholder group who nominated the member will be entitled to nominate a replacement. Changes in the composition of the nomination committee shall be made public on the company's website without delay.

The nomination committee shall complete the tasks that pertains to it under the Swedish Code of Corporate Governance, which as of the date of this proposal means that it will present the following proposals to the annual general meeting 2026: (a) proposal for board, (b) proposal for auditor, (c) proposal for chairman of the board, (d) proposal for director's fees to each of the directors and the chairman and remuneration for committee work, (e) proposal for remuneration to the auditor, (f) proposal for chair of the annual general meeting and (g) principles for appointment of the nomination committee.

Ersättningsrapport 2024 - Pricer AB (publ)

Introduktion

Denna rapport beskriver hur riktlinjerna för ersättning till ledande befattningshavare för Pricer AB, antagna av årsstämman 2024, tillämpades under år 2024. Rapporten innehåller även information om ersättning till verkställande direktören samt en sammanfattning av bolagets utestående aktie- och aktiekursrelaterade incitamentsprogram. Rapporten har upprättats i enlighet med aktiebolagslagen och Kollegiets för svensk bolagsstyrning *Regler om ersättningar till ledande befattningshavare och om incitamentsprogram*.

Ytterligare information om ersättningar till ledande befattningshavare finns i not 4 (Anställda och personalkostnader) på sidorna 56-59 i årsredovisningen för 2024. Styrelsen är ersättningsutskott och information om styrelsens arbete under 2024 finns i bolagsstyrningsrapporten på sidorna 34-40 i årsredovisningen för 2024.

Styrelsearvode omfattas inte av denna rapport. Sådant arvode beslutas årligen av årsstämman och redovisas i not 4 på sidan 58 i årsredovisningen för 2024.

Utveckling under 2024

Verkställande direktören sammanfattar bolagets övergripande resultat i sin redogörelse på sidorna 5-6 i årsredovisningen 2024.

Bolagets ersättningsriktlinjer: tillämpningsområde, ändamål och avvikelser

En framgångsrik implementering av Pricers affärsstrategi och tillvaratagandet av bolagets långsiktiga intressen, inklusive dess hållbarhet, förutsätter att bolaget kan rekrytera och behålla kvalificerade medarbetare. Målsättningen med Pricers ersättningspolicy för ledande befattningshavare är därför att erbjuda konkurrenskraftig och marknadsmässig ersättning, så att kompetenta och skickliga medarbetare kan attraheras, motiveras och behållas. Dessa riktlinjer möjliggör att ledande befattningshavare kan erbjudas en konkurrenskraftig totalersättning.

Ersättningen skall bestå av fast lön, rörlig kontantersättning, pensionsförmåner samt övriga ersättningar. Bolagsstämman kan därutöver – och oberoende av dessa riktlinjer – besluta om exempelvis aktie- och aktiekursrelaterade ersättningar. Den totala kompensationen skall vara marknadsmässig och stödja aktieägarnas intresse genom att möjliggöra för bolaget att attrahera och behålla ledande befattningshavare.

Riktlinjerna finns på sidorna 57-59 i årsredovisningen för 2024. Bolaget har under 2024 följt de tillämpliga ersättningsriktlinjerna som antagits av bolagsstämman. Revisorns yttrande över bolagets efterlevnad av riktlinjerna finns tillgänglig på <https://www.pricer.com/sv/om-pricer/bolagsstyrning/arsstamma/>. Ingen ersättning har krävts tillbaka. Utöver den ersättning som omfattas av ersättningsriktlinjerna har bolagets årsstämmor beslutat att införa långsiktiga aktierelaterade incitamentsprogram.

Tabell 1 – Totalersättning till VD under 2024 (KSEK)

Befattningshavarens namn (position)	Grundlön/arvode	Rörlig ersättning	Aktiespar-program	Pension	Övriga ersättningar & förmåner	Total ersättning	Andel fast ersättning %	Andel rörlig ersättning %
Magnus Larsson VD	3468	87	-130	881	165	4 471	101%	-1%

Rörlig ersättning avser ettårig rörlig ersättning i form av bonus kostnadsförd år 2024 vilken avses att utbetalas 2025.

Aktiesparprogram avser flerårig rörlig ersättning kostnadsförd under 2024 för aktieprogram som uppskattas intjänas åren 2023-2025 beroende på utfallet under prestationsperioderna.

VDs pensionsvillkor uppgår till 25 procent av den fasta lönen och är premiebestämd.

Övriga ersättningar och andra förmåner inkluderar semesterersättning om 32 KSEK samt bil-, drivmedels- och sjukvårdsförmån om 95 KSEK. Därutöver traktamenden om 38 KSEK.

Inga extraordinära ersättningar har förekommit under räkenskapsåret.

Aktiebaserad ersättning: Utestående aktierelaterade och aktiekursrelaterade incitamentprogram

Vid årsstämman 2020, 2021, 2022 respektive 2023 fattades beslut om prestationsbaserade aktiesparprogram omfattande vissa ledande befattningshavare och nyckelpersoner i Pricerkoncernen. Efter en initial investering av deltagaren i Pricers B-aktie till marknadspris ("sparaktier") erhåller deltagaren en matchningsaktierätt och en prestationsbaserad aktierätt per investerad aktie. Aktierätterna ger, efter en intjänandeperiod om tre år, rätt till en matchningsaktie och upp till fem prestationsaktier beroende på utfallet avseende prestationsvillkoret. Det antal aktier av serie B som varje prestationsbaserad aktierätt ger rätt till är beroende av uppfyllandet av vissa, av styrelsen, fastställda nivåer för värdeskapande i Pricerkoncernen. Prestationsvillkoren baseras på resultat per aktie under den treåriga prestationsperioden (relativ viktning 100%). För tilldelning krävs att deltagaren alltfjämt är anställd i Pricerkoncernen samt har bibehållit sparaktierna under intjänandeperioden.

Om priset på B-aktien skulle öka med mer än 200% (LTI-2021-2022) respektive 150% (LTI 2020) under den treåriga intjäningsperioden, kommer antalet B-aktier, som aktierätterna ger rätt till att minskas, varmed det maximala värdet som respektive deltagare kan erhålla under LTI begränsas till värdet motsvarande maximal tilldelning av B-aktier vid en ökning av aktiekursen med 200% (LTI-2021-2022)) respektive 150% (2020) under intjäningsperioden

Information om aktiesparprogrammen finns på sidan 59 i årsredovisningen för 2024.

Tabell 2 – Aktiesparprogram (VD)

Nedan tabell avser befattningshavaren Magnus Larsson.

Aktiesparprogram	LTI-2022	Totalt
Prestationsperiod	2022 - 2024	-
Datum för tilldelning	01/06/2022	-
Datum för intjänande	31/05/2025	-
Utgång av inläsningsperiod	31/05/2025	-
Tilldelade matchningsaktierätter	10 800	10 800
Tilldelade prestationsaktierätter	54 000	54 000
		0
Utestående aktierätter 1 januari 2024	64 800	64 800
Tilldelade aktierätter under året	-	0
Intjänade aktierätter under året	-	0
Förverkade aktierätter under året	-	0
Utestående 31 december 2024	64 800	64 800
Återstående antal månader till förfall per 31 december 2024	5	
Kurs vid tilldelning, SEK	20,19	-
Värde vid tilldelning, KSEK	1 308	1 308
Kurs vid intjänande, SEK	-	-
Värde vid intjänande, KSEK	-	0
Redovisad ersättning kostnadsförd under året, KSEK	-130	-130

Kostnadsfört belopp under året baseras på värde vid tilldelning, estimerat utfall under prestationsperioden samt antal månader under räkenskapsåret jämfört med totala intjäningsperioden. Kostnaden är negativ då det estimerade utfallet av prestationsaktierätter har minskat.

Sparaktier, i vilka den verkställande direktören har investerat för att bli berättigad att delta i programmen, inkluderas inte i tabellen.

Tillämpning av prestationskriterier

Prestationskriterierna för den verkställande direktörens rörliga ersättning har valts för att förverkliga bolagets strategi och för att uppmuntra agerande som ligger i bolagets långsiktiga intresse. Vid valet av prestationskriterier har de strategiska målen samt kort- och långsiktiga affärsprioriteringar för år 2024 beaktats. De icke-finansiella prestationskriterierna bidrar vidare till anpassning till hållbarhet samt bolagets värderingar.

Tabell 3 – VDs prestation under det rapporterade räkenskapsåret

Befattningshavarens namn (position)	Ersättning	Avser	Beskrivning av kriterier hänförliga till ersättningskomponenten	Relativ viktning av prestationskriterier	Uppmätt prestation	Faktisk tilldelning / ersättningsutfall KSEK
Magnus (VD)	Rörlig ersättning	Bonus 2024	Orderingång 2024	60%	5%	87
			Rörelseresultat 2024	40%	0%	0
	Aktiebaserad ersättning	LTI-2022	Resultat per aktie 2023-2025	100%	Ej tillämbart då prestationsperioden löper fortfarande.	

Jämförande information avseende förändringar i ersättning och bolagets resultat

Tabell 4 – Förändringar i ersättning och bolagets resultat under de senaste fem räkenskapsåren (KSEK)

Belopp i KSEK om annat ej anges	2020	2021	2022	2023	2024
VD under räkenskapsåren:					
Helena Holmgren			t.o.m 10 feb.		
Magnus Larsson	Helår	Helår	fr.o.m. 13 feb.	Helår	Helår
Total ersättning till VD	6 245	4 010	4 657	4 891	4 471
Förändring mot föregående år	1 622	-2 235	647	234	-420
Förändring mot föregående år %	35%	-36%	16%	5%	-9%
Koncernens rörelseresultat	155 185	97 235	21 091	15 370	190 508
Förändring mot föregående år	54 759	-57 950	-76 144	-5 721	175 138
Förändring mot föregående år %	55%	-37%	-78%	73%	1239%
Genomsnittlig ersättning per anställd*	735	773	725	705	767
Förändring mot föregående år	60	38	-48	-20	62
Förändring mot föregående år %	9%	5%	-6%	-3%	9%

* Baserat på medelantalet anställda i moderbolaget Pricer AB, exklusive medlemmar i koncernledningen

Stockholm i mars 2024
Pricer AB (publ)
 Styrelsen

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Item 14: The board of directors' proposal on resolution on guidelines for remuneration to senior executives

The board proposes that the annual general meeting resolve to adopt guidelines for remuneration to senior executives mainly in accordance with the following.

These guidelines govern the remuneration for the CEO, also president of the Pricer group, and other members who, for the period during which these guidelines apply, are part of Pricer AB's ("Pricer" or the "Company") group management. These guidelines are applicable to remuneration agreed, and amendments to remuneration already agreed, after adoption of the guidelines by the annual general meeting 2025. These guidelines do not apply to any remuneration decided or approved by the general meeting, for instance remuneration to the board of directors or share-related incentive programs.

1. The guidelines' promotion of the Company's business strategy, long-term interests and sustainability

Pricer is a global industry leader within the field of digital store communication with solutions that both increase store productivity and enhance the consumer experience. Pricer's platform is fast, steady, scalable and constantly developed with new functionality. Pricer's objective is to create an in-store platform enabling faster and better decision making based on the KPI's most important for the business, using its digital communication platform which consists of both hardware and advanced software as a starting point. To strengthen its market position, the Company works in accordance with a strategy comprising the following focus areas – product- and system development, purchase & logistics, service offering and sustainability. A successful implementation of Pricer's business strategy and the safeguarding of the Company's long-term interests, including its sustainability, requires that the Company is able to recruit and retain qualified employees. The purpose of these guidelines for executives is to offer competitive and market-based compensation, so that competent and skilled employees can be attracted, motivated and retained. These guidelines enable the Company to offer the executive management a competitive total remuneration. For more information regarding the Company's business strategy, please see the Company's website www.pricer.com.

Long-term incentive programs have been implemented in the Company. Such plans have been resolved by the general meeting and are therefore excluded from these guidelines, in addition to the limits set out below in relation to long-term cash-based incentive programs.

2. Types of remuneration, etc.

The remuneration shall consist of fixed salary, variable cash remuneration, pension benefits and other benefits. Additionally, the general meeting may – irrespective of these guidelines – resolve on, among other things, share-related or share price-related remuneration. The total remuneration shall be on market terms and support the shareholder's interest by enabling the Company to attract and retain executives.

Variable cash remuneration

The variable cash remuneration is based on the turn-out of established financial goals. The satisfaction of criteria for awarding variable cash remuneration shall be measured over a period of one year. The variable cash remuneration may correspond to not more than 50 percent of the annual salary for the CEO and other executives. Variable cash remuneration may, in individual cases and after resolution from the board of directors, qualify for pension benefits. The variable cash remuneration shall be linked to predetermined, well-defined and measurable financial objectives for the group, such as the development of sales and the operating profit. There may also be individualized measurable financial objectives. Weighting is done relatively between the objectives based on which focus management should have. The objectives shall be formulated in a way that promotes Pricer's business strategy and long-term interests, including its sustainability, e.g. by being linked to the business strategy or promote the long-term development of the executives at Pricer.

Long-term cash-based incentive programs

The board considers it important to offer long-term incentive programs to attract and retain key personnel and to give them the opportunity to take part of the Company's success in the same way as the shareholders. In this way, the long-term incentive programs contribute to the Company's long-term value creation and results. The long-term incentive programs that can be offered are share-related or share-price-related programs and/or long-term cash-based programs; all are at least three-year programs. For all cash-based programs there is a cap of maximum 80 percent of the fixed annual salary for the CEO, also president, and 70 percent of the fixed annual salary for the other senior executives.

Pension benefits

For executives, pension benefits, including health insurance, shall be premium defined. For the CEO and other executives, an amount not exceeding 25 percent of the fixed annual salary is set aside. The board of directors may resolve that the pension shall also be paid on variable cash remuneration, whereby an amount corresponding to not more than 25 percent of such variable remuneration may be set aside.

Other benefits

Other benefits may include, inter alia, medical insurance and Company cars. Such benefits may amount to not more than 10 percent of the fixed annual salary.

Extraordinary remuneration

Further cash remuneration may be awarded as a one time arrangement in extraordinary circumstances, provided that such extraordinary arrangements are either for the purpose of recruiting or retaining executives. Such remuneration may not exceed an amount corresponding to the fixed annual salary. Resolutions on such remuneration shall be made by the board of directors.

Foreign employments

For executives outside Sweden, who's employment is governed by rules other than Swedish, terms may be duly adjusted for compliance with mandatory rules or established local practice, taking into account, to the extent possible, the overall purpose of these guidelines.

3. Criteria for awarding variable cash remuneration, etc.

The board of directors, in its capacity as the Company's remuneration committee, shall prepare, monitor and evaluate matters regarding variable cash remuneration. The purpose with variable cash remuneration is to encourage and award value creating measures that support the Company's objectives and business strategy. At the end of the measuring period for satisfaction of established objectives for awarding of variable cash remuneration it shall be determined to what extent such objectives have been fulfilled. Evaluations with regards to whether financial objectives have been fulfilled shall be based on finalized financial data for the relevant period. Remuneration for the CEO and other executives are determined by the board of directors in its capacity as remuneration committee.

Variable cash remuneration may be paid after completed measuring period or be subject to postponed payment. The board of directors shall have the right, based on law or agreement, to fully or partially demand repayment of any variable remuneration paid on false grounds.

4. Employment period and termination of employment

Executives shall be employed for an indefinite period of time. The mutual notice period for CEO and other executives shall be six months. Severance pay and fixed salary during the notice period may not exceed an amount equivalent to twelve months fixed salary for the CEO and other executives. No severance pay shall be paid for terminations by the employee.

Additionally, remuneration may be paid for non-compete undertakings. Such remuneration shall compensate for loss of income and shall only be paid in so far as the previously employed executive is not entitled to severance pay for the corresponding period. The remuneration shall be paid during the time the non-compete undertaking applies, however not for more than 24 months following termination of employment.

5. Salary and employment conditions for employees

In the preparation of the board of directors' proposal for these remuneration guidelines, salary and employment conditions for employees of the Company have been taken into account by including information on the employees' total income, the components of the remuneration and increase and growth rate over time in the remuneration committee's and the board of directors' decision basis when evaluating whether the guidelines and the limitations set out herein are reasonable.

6. The decision-making process to determine, review and implement the guidelines

The board of directors prepare matters regarding remuneration and employment terms for executives and the board of directors in its full capacity is the remuneration committee. The directors of the board are all independent of the Company and its executive management. The tasks also include preparing the board of directors' proposal for guidelines for executive remuneration. The board of directors shall also monitor and evaluate programs for variable remuneration for the executive management, the application of the guidelines for executive remuneration as well as the current remuneration structures and compensation levels in the Company. These guidelines shall apply until new guidelines have been resolved by the general meeting. The CEO and other members of the executive management do not participate in the board of directors' processing of and resolutions regarding remuneration-related matters in so far as they are affected by such matters. The board of directors shall prepare a proposal for new guidelines at least every fourth year and submit it to the annual general meeting. In the event the board of directors decide to institute a remuneration committee the provisions in these guidelines that regard the board of directors in its capacity as remuneration committee shall apply to such committee.

7. Consulting assignments for board members

If a board member performs work on behalf of the Company, in addition to board work, consultancy fees and other remuneration for such work may be paid by special resolution of the board of directors. No remuneration shall be paid for board work in addition to the board fee resolved by the general meeting.

8. Derogation from the guidelines

The board of directors may temporarily resolve to derogate from the guidelines, in whole or in part, if in a specific case there is special cause for the derogation and a derogation is necessary to serve the Company's long-term interests, including its sustainability, or to ensure the Company's financial viability.

9. Information on material changes in the guidelines and shareholders' comments

Compared to the previously adopted guidelines, the following amendments have been made to these proposed guidelines:

- amendment regarding the possibility for the board to introduce long-term cash-based incentive programs for key personnel within the Pricer group, and
- amendment regarding consultancy fees to board members who perform work on behalf of the Company in addition to board work.

Apart from the above, no significant changes have been made to these proposed guidelines, compared to the previously adopted guidelines. The board of directors has received comments from certain major shareholders regarding the drafting of the proposed amendments to the guidelines and has taken these into consideration.

Stockholm in April 2025

Pricer AB (publ)

The board of directors

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Item 15: The board of directors' proposal on resolution on long term incentive program in the form of warrants for certain employees

The board of directors proposes that the annual general meeting resolves to issue not more than 400,000 warrants to the company for subsequent transfer within the scope of a long term incentive program for employees within the Pricer group as follows.

In total, the incentive program will encompass not more than 11 individuals. The incentive program entails that employees within the Pricer group are offered to acquire warrants at market value calculated according to the Black-Scholes valuation formula. Furthermore, future employees within the Pricer group can be invited to acquire warrants at market value. The participant must have entered into pre-emption agreement with the company to be entitled to participate in the incentive program.

Each warrant shall entitle the holder to subscribe for one new class B share in the company at an exercise price equal to 130 percent of the volume-weighted average price of the company's class B share on Nasdaq Stockholm during the period of ten trading days falling immediately before the offer for subscription of the warrants, however as a minimum the quota value of the share. In accordance with customary conditions, the number of class B shares that each warrant entitles to will be recalculated should the company resolve on a share split, consolidation of shares, issue, etc.

Each warrant shall entitle the holder to subscribe for one new class B share in Pricer AB (publ) during the period commencing on 1 August 2028 (however not earlier than the day after the publication of the company's interim report for the period Q2 2028) and up to and including 1 September 2028.

The price per warrant upon transfer to the participants shall be established by the company, or by an independent appraiser or auditor firm retained by the company, as soon as possible after the average price as referred to above has been established, and correspond to the market value of the warrant calculated in accordance with the Black-Scholes valuation model. The full terms and conditions for the warrants have been resolved by the board of directors and are presented in Appendix A and Appendix B. The exercise price and number of class B shares that each warrant entitles to subscribe for may be subject to adjustments as set forth in section 8 of the terms and conditions of the warrants.

The last day for acquisition of warrants shall be 30 November 2025. The board of directors will to the extent possible strive to achieve a period before the warrants can be exercised of three years even for employees that are offered to participate in the program after the first grant date. The board of directors shall be able to cancel warrants that have not been transferred to participants or that have been repurchased from participants.

For participants who subscribe after the first grant date, acquisitions must be made at the current market value on such later day of allocation.

The company shall, in connection with the allocation of the warrants to the participants in the program, and with certain exceptions, reserve a pre-emption right regarding the warrants if the participant's employment within the group is terminated or if the participant wishes to transfer its warrants prior to the warrants being exercisable.

Allocation of warrants

Not more than 11 employees within the Pricer group shall, provided that they have entered into a pre-emption agreement with a company within the Pricer group, be entitled to acquire warrants. The maximum number of warrants per participant in the program follows from the table below.

Category	Maximum number of warrants per person	Maximum total number of warrants per category
CEO	100,000	100,000
Other members of management (5 persons)	50,000	250,000
Other employees (5 persons)	10,000	50,000

Preliminary valuation, costs and dilution etc.

The total cost for the company for the incentive program is limited and is estimated not to exceed SEK 100,000 during the term of the program.

The market value of a warrant under the program is, pursuant to preliminary valuation in accordance with Black & Scholes valuation model, SEK 1.6948. The preliminary valuation is based on the assumption that the volume-weighted average price of the company's class B share on Nasdaq Stockholm during the period of ten trading days immediately preceding the offer to subscribe for the warrants, will amount to SEK 7.64, resulting in a subscription price of SEK 9.93 per class B share upon exercise of the warrants, and the assumption of a volatility of 40 percent, a risk-free interest rate of 2.0 percent, a dividend yield of 0 percent and a term of three years. In connection with transfers of warrants to participants, the market value will be established based on updated assumptions and then-known parameters.

The warrants will be transferred at market value and, therefore, no social security contributions are to be paid by the group in relation to the issue of the warrants.

Based on the number of shares in Pricer of the date of the notice to the annual general meeting, the dilution effect of the warrant program will amount to approximately 0.24 percent. Taking into account also the shares which may be issued pursuant to previously implemented incentive programs in the company the maximum dilution amounts to 0.48 percent on a fully diluted basis.

The incentive program is only expected to have a marginal effect on the company's key ratios.

The rationale for the incentive program

The rationale for the incentive program is to create opportunities to motivate and retain competent employees within the Pricer group as well as to increase the motivation of meeting and exceeding the company's targets. The incentive program has been established as it is deemed desirable for employees within the Pricer group to also be shareholders of the company. The board of directors considers that the adoption of the incentive program as described above is in the favour of the group and the shareholders in the company.

Preparation of the proposal

The incentive program has been prepared by the board of directors in consultation with external advisors. In addition, the proposal has been prepared by the board of directors' remuneration committee and has been reviewed at meetings of the board of directors during the spring of 2025.

For a description of the company's other long term incentive programs, please see Pricer's annual report for 2024, note 4, the company's remuneration report and the company webpage www.pricer.com.

Majority requirements

A resolution in accordance with the proposal requires that it is supported by shareholders representing at least nine tenths of both the votes cast and the shares represented at the meeting.

Appendix A

Resolution to issue warrants

The board of directors proposes that the annual general meeting resolves to issue not more than 400,000 warrants.

1. With deviation from the shareholders' pre-emptive rights, Pricer AB (publ), Reg. No. 556427-7993, (the "**Company**") shall be entitled to subscribe for warrants. The Company shall then transfer the warrants to employees within the Pricer group.
2. Each warrant shall entitle the holder to subscribe for one new class B share in Pricer AB (publ) during the period commencing on 1 August 2028 (however not earlier than the day after the publication of the Company's interim report for the period Q2 2028) and up to and including 1 September 2028, at an exercise price equal to 130 percent of the volume-weighted average price of the Company's class B share on Nasdaq Stockholm during the period of ten trading days falling immediately before the offer for subscription of the warrants, however as a minimum the quota value of the share. The exercise price thus calculated shall be rounded off to the nearest whole SEK 0.10, whereupon SEK 0.05 shall be rounded downwards. If the warrants are completely exercised the share capital will increase by SEK 400,000.
3. The subscription for warrants shall be made no later than 31 May 2025. However, the board of directors shall have the right to extend the subscription period.
4. The warrants shall be issued free of charge.
5. The warrants shall in all other respects be governed by the terms and conditions set forth in Appendix B.

The exercise price upon exercise of warrants and the number of class B shares to which each warrant provides an entitlement to subscribe may be adjusted in accordance with section 8 of the terms and conditions for warrants.

It is further proposed that the CEO should be authorised to undertake such minor adjustments in the decision that may be required for the registration with the Companies Registration Office.

The reason for the deviation from the shareholders' pre-emptive rights is to implement an incentive program for employees in the Pricer group.

Bilaga B / Appendix B

Villkor för Pricer AB (publ):s teckningsoptioner 2025/2028

Terms and Conditions for Warrants 2025/2028 in Pricer AB (publ)

1 Definitioner/Definitions

I dessa villkor ska följande benämningar ha den innebörd som anges nedan.

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

aktie	B-aktie i Bolaget;
share	<i>Class B share in the Company;</i>
Aktiebolagslagen	aktiebolagslagen (2005:551);
<i>Companies Act</i>	<i>the Swedish Companies Act (SFS 2005:551);</i>
avstämningsbolag	bolag som har infört avstämningsförbehåll i bolagsordningen och anslutit sina aktier till Euroclear;
<i>Central Securities Depository Company</i>	<i>a company whose articles of association contain an article stating that the company's shares must be registered in a central securities depository register and whose shares are registered through Euroclear;</i>
avstämningskonto	konto vid Euroclear för registrering av sådana finansiella instrument som anges i lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument;
<i>Securities Account</i>	<i>an account with Euroclear for registering such financial instruments as referred to in the Swedish Central Securities Depositories and Financial Instruments Accounting Act (1998:1479);</i>
bankdag	dag som inte är lördag, söndag eller annan allmän helgdag eller som beträffande betalning av skuldebrev inte är likställd med allmän helgdag i Sverige;
<i>Business Day</i>	<i>a day which is not a Sunday or other public holiday or, with respect to the payment of promissory notes, is not equated with a public holiday in Sweden;</i>
Banken	den bank eller det kontoförande institut som Bolaget vid var tid utsett att handha administration av teckningsoptionerna enligt dessa villkor;

<i>Bank</i>	<i>the bank or account operator which the Company at each time has appointed to handle the administration of the Warrants in accordance with these terms and conditions;</i>
Bolaget	Pricer AB (publ), org nr 556427-7993;
<i>Company</i>	<i>Pricer AB (publ), company reg. no. 556427-7993;</i>
Euroclear	Euroclear Sweden AB, org nr 556112-8074;
<i>Euroclear</i>	<i>Euroclear Sweden AB, (the Swedish Central Securities Depository and Clearing Organisation), company reg. no. 556112-8074;</i>
marknadsnotering	notering av aktie i Bolaget på börs, reglerad marknad, handelsplattform (s.k. multilateral trading facility) inom Europeiska Ekonomiska Samarbetsområdet ("EES") eller annan motsvarande handelsplats;
<i>Listing</i>	<i>listing of shares in the Company on a stock exchange, regulated market, multilateral trading facility within the EEA area or other corresponding market place;</i>
optionsinnehavare	den som är registrerad på avstämningskonto som innehavare av teckningsoption;
<i>Warrant Holder</i>	<i>a person registered in a Securities Account as the holder of a Warrant;</i>
teckning	Teckning av nya aktier i Bolaget med utnyttjande av teckningsoption enligt 14 kap. aktiebolagslagen;
<i>Subscription</i>	<i>subscription of shares in the Company on exercise of Warrants in accordance with Chapter 14 of the Companies Act;</i>
teckningskurs	den kurs till vilken teckning av nya aktier med utnyttjande av teckningsoption kan ske;
<i>Exercise Price</i>	<i>the price at which Subscription for new shares may take place on exercise of Warrants;</i>
teckningsoption	rätt att teckna en ny aktie i Bolaget mot betalning enligt dessa villkor;
<i>Warrant</i>	<i>the right to subscribe for one newly issued share in the Company in exchange for payment in accordance with these terms and conditions;</i>
teckningsoptionsbevis	bevis till vilket knutits ett visst antal teckningsoptioner enligt dessa villkor.

Warrant Certificate a certificate which is linked to a certain number of warrants in accordance with these terms and conditions.

2 Teckningsoptioner och registrering/Warrants and registration

Antalet teckningsoptioner uppgår till högst 400 000.

The total number of Warrants amounts to not more than 400,000.

Om Bolaget är avstämningsbolag får Bolagets styrelse fatta beslut om att teckningsoptionerna ska registreras på avstämningskonto. Vid sådant förhållande ska inga teckningsoptionsbevis eller andra värdepapper ges ut. Optionsinnehavare ska på Bolagets anmaning vara skyldig att omedelbart till Bolaget eller Euroclear inlämna eventuella teckningsoptionsbevis representerande teckningsoptioner samt meddela Bolaget erforderliga uppgifter om värdepapperskonto på vilket innehavarens teckningsoptioner ska registreras.

In the event the Company is a Central Securities Depository Company, the board of directors of the Company shall be entitled to resolve that the Warrants be registered on a Securities Account. In the event such resolution is adopted, no Warrant Certificates or other securities shall be issued. At the request of the Company, Warrant Holders shall be obliged to surrender immediately to the Company or Euroclear any Warrant Certificates representing Warrants and to provide the Company with the requisite details of the securities account on which the Warrant Holder's Warrants are to be registered.

Om Bolagets styrelse fattat beslut enligt andra stycket ovan, ska styrelsen därefter vara oförhindrad att, med de begränsningar som må följa av lag eller annan författning, fatta beslut om att teckningsoptionerna inte längre ska vara registrerade på avstämningskonto.

In the event the board of directors of the Company adopts a resolution in accordance with the second paragraph above, subject to any applicable statutory or regulatory limitations, the board of directors shall thereafter be at liberty to resolve that the Warrants are no longer to be registered on a Securities Account.

3 Rätt att teckna nya aktier/Right to subscribe for new shares

Varje teckningsoption berättigar optionsinnehavaren till teckning av en ny aktie i Bolaget till en teckningskurs om 130 procent av den volymvägda genomsnittskursen för Bolagets aktie på Nasdaq Stockholm under den närmaste perioden om tio handelsdagar omedelbart före erbjudandet om teckning av teckningsoptionerna. Den sålunda framräknade teckningskursen ska avrundas till närmaste helt tiotal öre, varvid fem öre ska avrundas nedåt. Teckningskursen kommer inte att understiga aktiens kvotvärde.

Each Warrant entitles the holder thereof to subscribe for one new share in the Company at an Exercise Price of 130 per cent of the volume-weighted average price of the Company's share on Nasdaq Stockholm during the period of ten trading days falling immediately before the offer for subscription of the Warrants. The Exercise Price thus calculated shall be rounded off to the nearest whole SEK 0.10, whereupon SEK 0.05 shall be rounded downwards. The Exercise Price will not be less than the quota value of the share (Sw. kvotvärde).

Teckningskursen, liksom antalet aktier som varje teckningsoption ger rätt att teckna, kan bli föremål för justering i de fall som anges i punkt 8 nedan.

The Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe may be recalculated in the circumstances set out in section 8 below.

Teckning kan endast ske av det hela antal aktier, vartill det sammanlagda antalet teckningsoptioner berättigar och som en och samma optionsinnehavare önskar utnyttja. Vid sådan teckning ska bortses från eventuell överskjutande del av teckningsoption, som inte kan utnyttjas.

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

4 Anmälan om teckning/Application for Subscription

Anmälan om teckning av aktier kan äga rum under tiden från och med den 1 augusti 2028 (dock tidigast dagen efter avgivandet av Bolagets delårsrapport för Q2 2028) till och med 1 september 2028, eller det tidigare datum som kan följa enligt punkten 8 nedan. Inges inte anmälan om teckning inom ovan angiven tid upphör teckningsoptionen att gälla.

Application for Subscription of shares may take place during the period commencing on 1 August 2028 (however not earlier than the day after the publication of the Company's interim report for the period Q2 2028) and up to and including 1 September 2028, or such earlier date as may be determined in accordance with section 8 below. If an application for Subscription is not submitted within the time stated above, the Warrant shall lapse.

Under tid Bolaget är avstämningsbolag och teckningsoption är registrerad på avstämningskonto ska följande gälla. Vid teckning ska ifylld anmälningssedel enligt fastställt formulär inges till Bolaget eller ett av Bolaget anvisat kontoförande institut. Anmälan om teckning är bindande och kan inte återkallas.

The following shall apply in the event the Company is a Central Securities Depository Company and the Warrants are registered on a Central Securities Depository Account. The Warrants may be exercised through a written application for Subscription to the Company or to the designated Central Securities Depository Company. Applications for Subscription are binding and irrevocable.

Om Bolaget inte är avstämningsbolag eller om teckningsoption inte är registrerad på Avstämningskonto ska teckning ske genom skriftlig anmälan på teckningslista till Bolaget varvid antalet teckningsoptioner som utnyttjas ska anges. Vid teckning ska optionsinnehavare i förekommande fall inlämna motsvarande teckningsoptionsbevis till Bolaget.

In the event the Company is not a Central Securities Depository Company or if the Warrants are not registered on a Central Securities Depository Account, the Warrants may be exercised through a written application for Subscription to the Company, stating the number of Warrants which are to be exercised. In conjunction with a Subscription, the Warrant Holder shall, where applicable, surrender corresponding Warrant Certificates to the Company.

5 Betalning för ny aktie/Payment for new shares

Vid anmälan om teckning ska betalning samtidigt erläggas för det antal aktier som anmälan om teckning avser. Betalning ska ske kontant till ett av Bolaget anvisat bankkonto.

On application for Subscription, payment for the number of shares which the application

for Subscription covers shall be made simultaneously. Payment shall be made in cash to a bank account designated by the Company.

6 Registrering på avstämningskonto och i aktieboken/Registration in Securities Account and in the share register

Sedan betalning för tecknade aktier har erlagts, verkställs teckning genom att de nya aktierna upptas i Bolagets aktiebok och på respektive optionsinnehavares avstämningskonto såsom interimaktier. Sedan registrering har skett hos Bolagsverket blir registreringen av de nya aktierna i aktieboken och på avstämningskontot slutgiltig. Som framgår av punkten 8 nedan senareläggs i vissa fall tidpunkten för sådan registrering. *Following payment for subscribed shares, Subscription shall be effected through the registration of the new shares as interim shares in the Company's share register and on the respective Warrant Holder's Securities Account. Following registration with the Swedish Companies Registration Office, the registration of the new shares in the share register and on Securities Accounts will become definitive. According to section 8 below such registration might in certain circumstances be postponed.*

7 Utdelning på ny aktie/Dividends on new shares

De nytecknade aktierna medför rätt till vinstutdelning första gången på den avstämningsdag för utdelning som infaller närmast efter det att teckning verkställts. *Shares which are issued following subscription shall entitle to participation in the distribution of profits for the first time on the nearest record date occurring after the subscription has been exercised.*

8 Omräkning av teckningskurs och antal aktier/Recalculation of Exercise Price and the number of shares

Beträffande den rätt som ska tillkomma optionsinnehavare i de situationer som anges nedan ska följande gälla: *The following provisions shall govern the rights that vests in Warrant Holder in the events described below:*

A Fondemission/Bonus issue

Vid fondemission ska teckning - där anmälan om teckning görs på sådan tid att tilldelning av aktier inte kan verkställas senast på femte vardagen före den bolagsstämma som ska pröva frågan om fondemission - verkställas först sedan stämman beslutat om fondemissionen. Aktier som tillkommer på grund av teckning som verkställs efter beslutet om fondemission upptas på optionsinnehavares avstämningskonto såsom interimaktier, vilket innebär att sådana aktier inte omfattas av beslut om fondemission. Slutlig registrering på avstämningskonto sker först efter avstämningsdagen för fondemissionen. *In the event of a bonus issue, where an application for Subscription is submitted at such time that the allotment of shares cannot be made on or before the fifth weekday prior to the general meeting which resolves to make the bonus issue, Subscription shall be effected only after the general meeting has adopted a resolution approving the bonus issue. Shares which vest pursuant to Subscription effected after the adoption of a resolution approving*

the bonus issue shall be registered in the Warrant Holder's Securities Account as interim shares, and accordingly such shares shall not entitle the holder thereof to participate in the bonus issue. Definitive registration in Securities Accounts shall only take place after the record date for the bonus issue.

Vid teckning som verkställs efter beslut om fondemission tillämpas en omräknad teckningskurs liksom ett omräknat antal aktier som varje teckningsoption ger rätt att teckna. Omräkningarna utförs av Bolaget enligt följande:

In conjunction with Subscription which is effected after the adoption of a resolution to make a bonus issue, a recalculated Exercise Price as well as a recalculated number of shares for which each Warrant entitles the Warrant Holder to subscribe shall be applied. The recalculation shall be carried out by the Company in accordance with the following formula:

Omräknad teckningskurs = (föregående teckningskurs) x (antalet aktier i Bolaget före fondemissionen) / (antalet aktier i Bolaget efter fondemissionen).

Recalculated Exercise Price = (previous Exercise 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).

Omräknat antal aktier som varje teckningsoption ger rätt att teckna = (föregående antal aktier som varje teckningsoption berättigar till teckning av) x (antalet aktier i Bolaget efter fondemissionen) / (antalet aktier i Bolaget före fondemissionen).

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

Den enligt ovan omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna ska fastställas av Bolaget snarast efter bolagsstämmans beslut om fondemissionen.

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

B Sammanläggning eller uppdelning av aktien i Bolaget/Reverse share split/share split

Genomför Bolaget en sammanläggning eller uppdelning (split) av aktierna, ska bestämmelserna i moment A ovan äga motsvarande tillämpning. Såsom avstämningsdag ska anses den dag då sammanläggningen eller uppdelningen verkställs av Euroclear på begäran av Bolaget.

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

C Nyemission/New issue

Genomför Bolaget en nyemission av aktier mot kontant betalning eller kvittning med företrädesrätt för aktieägarna, ska följande gälla beträffande rätten till att delta i

nyemissionen för aktie som tillkommit på grund av teckning med utnyttjande av teckningsoption.

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

1. Beslutas nyemissionen av styrelsen under förutsättning av bolagsstämman godkännande eller med stöd av bolagsstämman bemyndigande, ska i beslutet om nyemissionen anges den senaste dag då teckning ska vara verkställd för att aktie, som tillkommit genom teckning enligt dessa villkor, ska medföra rätt att delta i nyemissionen.

If the board of directors of the Company has resolved to carry out a new issue conditional upon the approval of the general meeting of the shareholders or pursuant to authorisation granted by the general meeting of the shareholders, the resolution of the new issue shall state the last day on which Subscription must be effected in order to entitle the holders of the shares held pursuant to Subscription according to these terms and conditions to participate in the new issue.

2. Beslutas nyemissionen av bolagsstämman, ska teckning där anmälan om teckning görs på sådan tid, att teckningen inte kan verkställas senast på femte vardagen före den bolagsstämma som ska pröva frågan om nyemission verkställas först sedan stämman beslutat om denna. Aktier som tillkommer på grund av teckning som verkställs efter emissionsbeslutet upptas interimistiskt på avstämningskonto, vilket innebär att de inte ger rätt att delta i nyemissionen. Slutlig registrering på avstämningskonto sker först efter avstämningsdagen för nyemissionen.

If the general meeting adopts a resolution to issue new shares, where an application for Subscription is submitted at such time that it cannot be effected on or before the fifth weekday prior to the general meeting which shall resolve on the new issue, Subscription shall only be effected following the adoption of a resolution with respect thereto by the general meeting. Shares which vest as a consequence of such Subscription shall be registered in the Securities Account as interim shares, and accordingly shall not entitle the holders to participate in the new issue. Definitive registration in Securities Accounts shall only take place after the record date for the new issue.

Vid teckning som verkställs på sådan tid att rätt till att delta i nyemissionen inte föreligger tillämpas en omräknad teckningskurs och ett omräknat antal aktier som varje teckningsoption ger rätt att teckna. Omräkningarna ska utföras av Bolaget enligt följande:
Where Subscription is effected at such time that no right to participate in the new issue arises, a recalculated Exercise Price as well as a recalculated number of shares for which each Warrant entitles the holder to subscribe shall apply. Recalculations shall be made by the Company in accordance with the following formulae:

Omräknad teckningskurs = (föregående teckningskurs) x (aktiens genomsnittliga marknadskurs under den i emissionsbeslutet fastställda teckningstiden ("aktiens genomsnittskurs")) / (aktiens genomsnittskurs ökad med det på grundval därav framräknade teoretiska värdet på teckningsrätten).

Recalculated Exercise Price = (previous Exercise Price) x (the average quoted price of the

share during the subscription period stated in the resolution approving the issue ("average price of the share")) / (the average price of the share increased by the theoretical value of the subscription right calculated on the basis thereof).

Omräknat antal aktier = (föregående antal aktier, som varje teckningsoption ger rätt att teckna) x (aktiens genomsnittskurs ökad med det på grundval därav framräknade teoretiska värdet på teckningsrätten) / (aktiens genomsnittskurs).

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

Aktiens genomsnittskurs ska anses motsvara genomsnittet av det för varje handelsdag under teckningstiden framräknade medeltalet av den under dagen noterade högsta och lägsta betalkursen enligt den kurslista på vilken aktien är noterad. I avsaknad av notering av betalkurs ska i stället den senaste noterade köpkursen ingå i beräkningen. Noteras varken betalkurs eller köpkurs under viss dag, ska vid beräkningen av aktiens genomsnittskurs bortses från sådan dag.

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

Det teoretiska värdet på teckningsrätten ska beräknas enligt följande:

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

Teoretiskt värde på teckningsrätten = (det nya antal aktier som högst kan komma att utges enligt emissionsbeslutet) x ((aktiens genomsnittskurs) - (emissionskursen för den nya aktien)) / (antalet aktier före emissionsbeslutet).

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

Uppstår härvid ett negativt värde, ska det teoretiska värdet på teckningsrätten bestämmas till noll.

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

Den enligt ovan omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna ska fastställas av Bolaget två bankdagar efter utgången av teckningstiden och tillämpas vid varje nyteckning som verkställs därefter.

The Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe, recalculated as set out above, shall be determined by the Company two Business Days after the expiry of the subscription period and shall apply to each Subscription effected thereafter.

Om Bolagets aktier vid tidpunkten för emissionsbeslutet inte är föremål för marknadsnotering, ska en häremot svarande omräkning ske, dels av teckningskursen, dels av det antal aktier som varje teckningsoption ger rätt att teckna. Omräkningen, som ska utföras av Bolaget, ska ha som utgångspunkt att värdet på teckningsoptionerna ska lämnas oförändrat.

If the Company's shares at the time of the resolution to issue the new share, are not subject to a Listing, a corresponding recalculation of the Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe shall take place. The recalculation, which shall be made by the Company, shall be based on the assumption that the value of the Warrants shall remain unchanged.

Under tiden innan den omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna har fastställts, verkställs aktieteckning endast preliminärt, varvid det antal aktier som varje teckningsoption före omräkning berättigar till teckning upptas intermistiskt på avstämningskonto. Slutlig registrering på avstämningskonto sker först sedan den omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna har fastställts.

During the period prior to the determination of the recalculated Exercise Price and the recalculated number of shares for which each Warrant entitles the holder to subscribe, Subscription shall only be effected on a preliminary basis, whereby the number of shares each Warrant entitles the holder to subscribe for prior to recalculation shall be registered in the Securities Account on an interim basis. Definitive registration in Securities Accounts shall be made following determination of the recalculated Exercise Price and the recalculated number of shares for which each Warrant entitles the holder to subscribe.

D Emission av teckningsoptioner eller konvertibler enligt 14 respektive 15 kap. aktiebolagslagen/Issue of convertible bonds or warrants in accordance with Chapter 14 and 15 of the Companies Act

Genomför Bolaget en emission av teckningsoptioner eller konvertibler, i båda fallen med företrädesrätt för aktieägarna att teckna sådana aktierelaterade instrument mot kontant betalning eller kvittning, ska beträffande rätten till att delta i emissionen för aktie som utgivits vid teckning bestämmelserna i moment C, första stycket punkterna 1 och 2 äga motsvarande tillämpning.

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

Vid teckning som verkställs på sådan tid att rätt till att delta i emissionen inte föreligger, tillämpas en omräknad teckningskurs och ett omräknat antal aktier som varje teckningsoption ger rätt att teckna. Omräkningarna ska utföras av Bolaget enligt följande:
Where Subscription is effected at such time that no right to participate in the new issue arises, a recalculated Exercise Price as well as a recalculated number of shares for which each Warrant entitles the holder to subscribe shall apply. Recalculations shall be made by the Company in accordance with the following formulae:

Omräknad teckningskurs = (föregående teckningskurs) x (aktiens genomsnittliga marknadskurs under den i emissionsbeslutet fastställda teckningstiden ("aktiens

genomsnittskurs) / (aktiens genomsnittskurs ökad med teckningsrättens värde).

Recalculated Exercise Price = (previous Exercise Price) x (the average quoted price of the share during the relevant period stated in the resolution approving the issue ("average price of the share")) / (the average price of the share increased by the value of the subscription right).

Omräknat antal aktier = (föregående antal aktier som varje teckningsoption berättigar till teckning av) x (aktiens genomsnittskurs ökad med teckningsrättens värde) / (aktiens genomsnittskurs).

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

Aktiens genomsnittskurs beräknas i enlighet med vad som angivits i moment C ovan.

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

Teckningsrättens värde ska anses motsvara genomsnittet av det för varje handelsdag under teckningstiden framräknade medeltalet av den under dagen noterade högsta och lägsta betalkursen enligt den kurslista på vilken teckningsrätten är noterad. I avsaknad av notering av betalkurs ska i stället den senaste noterade köpkursen ingå i beräkningen. Noteras varken betalkurs eller köpkurs under viss dag, ska vid beräkningen av teckningsrättens värde bortses från sådan dag.

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

Om teckningsrätten inte är föremål för notering, ska teckningsrättens värde så långt möjligt fastställas med ledning av den förändring i marknadsvärde avseende Bolagets aktier som kan bedömas ha uppkommit till följd av emissionen av teckningsoptionerna eller konvertiblerna.

If the subscription rights are not subject to a Listing, the value of the subscription right shall, to the greatest extent possible, be determined based upon the change in the market value of the Company's shares which may be deemed to have occurred as a consequence of the issue of the convertible bonds or warrants.

Den enligt ovan omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna ska fastställas av Bolaget två bankdagar efter utgången av teckningstiden för emissionen och tillämpas vid varje teckning som verkställs därefter.

The Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe, recalculated as set out above, shall be determined by the Company two Business Days after the expiry of the subscription period and shall apply to each Subscription effected thereafter.

Om Bolagets aktier vid tidpunkten för emissionsbeslutet inte är föremål för marknadsnotering, ska en häremot svarande omräkning ske, dels av teckningskursen, dels

av det antal aktier som varje teckningsoption ger rätt att teckna. Omräkningen, som ska utföras av Bolaget, ska ha som utgångspunkt att värdet på teckningsoptionerna ska lämnas oförändrat.

If the Company's shares, at the time of the resolution to issue the notes, are not subject to a Listing, a corresponding recalculation of the Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe shall take place. The recalculation, which shall be made by the Company, shall be based on the assumption that the value of the Warrants shall remain unchanged.

Vid teckning som verkställs under tiden innan den omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna har fastställts, ska bestämmelserna i moment C stycke 10 ovan äga motsvarande tillämpning.

Upon Subscription effected during the period prior to the determination of the recalculated Exercise Price and the recalculated number of shares for which each Warrant entitles the holder to subscribe, the terms and conditions in sub-section C paragraph 10 shall apply.

E Vissa andra fall av erbjudanden till aktieägarna/Other offers to shareholders

Skulle Bolaget i andra fall än som avses i moment A-D ovan lämna erbjudande till aktieägarna att, med företrädesrätt till aktieägarna enligt principerna i 13 kap 1 § aktiebolagslagen, av Bolaget förvärva värdepapper eller rättighet av något slag eller besluta att, enligt ovan nämnda principer, till aktieägarna utdela sådana värdepapper eller rättigheter utan vederlag, ska vid teckning som påkallas på sådan tid, att därigenom erhållen aktie inte medför rätt att delta i erbjudandet, tillämpas en omräknad teckningskurs och ett omräknat antal aktier som varje teckningsoption ger rätt att teckna. Omräkningen ska utföras av Bolaget enligt följande:

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

Omräknad teckningskurs = (föregående teckningskurs) x (aktiens genomsnittliga marknadskurs under den i erbjudandet fastställda anmälningstiden ("aktiens genomsnittskurs")) / (aktiens genomsnittskurs ökad med värdet av rätten till att delta i erbjudandet ("inköpsrättens värde")).

Recalculated Exercise Price = (previous Exercise Price) x (the average quoted price of the share during the application period for the offer ("average price of the share")) / (the average price of the share increased by the value of the right to participate in the offer ("value of the purchase right")).

Omräknat antal aktier = (föregående antal aktier som varje teckningsoption ger rätt att teckna) x (aktiens genomsnittskurs ökad med inköpsrättens värde) / (aktiens genomsnittskurs).

Recalculated number of shares for which each Warrant entitles the holder to subscribe =

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

Aktiens genomsnittskurs beräknas i enlighet med bestämmelserna i moment C ovan.
The average price of the share shall be calculated in accordance with the provisions of sub-section C above.

För det fall aktieägarna erhållit inköpsrätter och handel med dessa ägt rum, ska värdet av rätten att delta i erbjudandet anses motsvara inköpsrättens värde. Inköpsrättens värde ska härvid anses motsvara genomsnittet av det för varje handelsdag under anmälningstiden framräknade medeltalet av den under dagen noterade högsta och lägsta betalkursen enligt den kurslista på viken inköpsrätten noteras. I avsaknad av noterad betalkurs ska i stället den senaste noterade köpkursen ingå i beräkningen. Noteras varken betalkurs eller köpkurs under viss dag, ska vid beräkningen av inköpsrättens värde bortses från sådan dag.

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

För det fall aktieägarna inte erhållit inköpsrätter eller om sådan handel med inköpsrätter som avses i föregående stycke inte ägt rum, ska omräkning av teckningskurs ske med tillämpning så långt möjligt av de principer som anges ovan i detta moment E, varvid följande ska gälla. Om notering sker av de värdepapper eller rättigheter som erbjuds aktieägarna, ska värdet av rätten att delta i erbjudandet anses motsvara genomsnittet av det för varje handelsdag under 25 handelsdagar från och med första dagen för sådan notering framräknade medeltalet av den under dagen noterade högsta och lägsta betalkursen vid affärer i dessa värdepapper eller rättigheter på den marknadsplats vid vilken nämnda värdepapper eller rättigheter är noterade, i förekommande fall minskat med det vederlag som betalats för dessa i samband med erbjudandet. I avsaknad av noterad betalkurs ska i stället den senaste noterade köpkursen ingå i beräkningen. Noteras varken betalkurs eller köpkurs under viss dag, ska vid beräkningen av värdet av rätten att delta i erbjudandet bortses från sådan dag. Vid omräkning enligt detta stycke av teckningskursen och det antal aktier som varje teckningsoption ger rätt att teckna, ska nämnda period om 25 handelsdagar anses motsvara den i erbjudandet fastställda anmälningstiden enligt första stycket i detta moment E.

If the shareholders do not receive purchase rights or where such trading in purchase rights as referred to in the preceding paragraph otherwise does not take place, the recalculation of the Exercise Price shall be made as far as possible by applying the principles set out above in this sub-section E and the following shall apply. Where listing of the securities or rights offered to the shareholders takes place, the value of the right to participate in the offer shall be deemed to be equivalent to the average calculated mean value, for each trading day during the period of 25 trading days calculated from the first day of listing, of the highest and lowest transaction prices quoted for trades in such securities or rights reduced, where appropriate, by the consideration paid for these in conjunction with the

offer. In the absence of a quoted paid price, the quoted bid price shall form the basis for the calculation. Days on which neither a paid price nor a bid price is quoted shall be excluded from the calculation of the value of the right to participate in the offer. In the recalculation of the Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe, the period of 25 trading days referred to above shall be deemed to be the application period determined for the offer pursuant to the first paragraph of this sub-section E.

Om notering inte sker av de värdepapper eller rättigheter som erbjuds aktieägarna, ska värdet av rätten att delta i erbjudandet så långt möjligt fastställas med ledning av den förändring i marknadsvärde avseende Bolagets aktier som kan bedömas ha uppkommit till följd av erbjudandet.

Where no listing of such securities or rights offered to the shareholders takes place, the value of the right to participate in the offer shall, to the greatest extent possible, be determined based on the change in the market value of the Company's shares which may be deemed to have occurred as a consequence of the offer.

Den enligt ovan omräknade teckningskursen och det antal aktier som varje teckningsoption ger rätt att teckna ska fastställas av Bolaget snarast efter det att värdet av rätten att delta i erbjudandet kunnat beräknas.

The Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe, recalculated in accordance with the above, shall be determined by the Company as soon as possible after it becomes possible to calculate the value of the right to participate in the offer.

Om Bolagets aktier vid tidpunkten för erbjudandet inte är föremål för marknadsnotering, ska en häremot svarande omräkning ske, dels av teckningskursen, dels av det antal aktier som varje teckningsoption ger rätt att teckna. Omräkningen, som ska utföras av Bolaget, ska ha som utgångspunkt att värdet på teckningsoptionerna ska lämnas oförändrat.

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

Vid teckning som verkställs under tiden innan den omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna har fastställts, ska bestämmelserna i moment C stycket 10 ovan äga motsvarande tillämpning.

Upon Subscription effected during the period prior to the determination of the recalculated Exercise Price and the recalculated number of shares for which each Warrant entitles the holder to subscribe, the terms and conditions in sub-section C paragraph 10 shall apply.

F Likabehandling av optionsinnehavare och aktieägare/Equal treatment of Warrant Holders and shareholders

Vid nyemission av aktier mot kontant betalning med företrädesrätt för aktieägarna eller emission enligt 14 eller 15 kap aktiebolagslagen mot kontant betalning med företrädesrätt för aktieägarna, får Bolaget besluta att ge samtliga optionsinnehavare samma företrädesrätt som aktieägarna. Därvid ska varje optionsinnehavare, utan hinder av att aktieteckning inte har skett eller verkställts, anses vara ägare till det antal aktier som optionsinnehavaren

skulle ha erhållit, om aktieteckning verkställt enligt den teckningskurs och det antal aktier som varje teckningsoption ger rätt att teckna som gällde vid tidpunkten för emissionsbeslutet.

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

Om Bolaget beslutar att lämna ett sådant erbjudande som beskrivs i moment E ovan, ska vad som anges i föregående stycke tillämpas på motsvarande sätt, dock att det antal aktier som optionsinnehavaren ska anses vara ägare till i sådant fall ska fastställas på grundval av den teckningskurs och det antal aktier som varje teckningsoption ger rätt att teckna vid tidpunkten för beslutet att lämna erbjudandet.

If the Company resolves to make an offer to the shareholders as described in sub-section E above, what has been stated in the preceding paragraph shall apply mutatis mutandis.

However, the number of shares of which each warrant holder shall be deemed to be the owner shall, in such circumstances, be determined on the basis of the Exercise Price, and the number of shares for which each Warrant entitles the holder to subscribe, in effect at the time of the resolution to make the offer.

Om Bolaget beslutar att ge optionsinnehavarna företrädesrätt i enlighet med vad som anges i detta moment F, ska ingen omräkning ske enligt moment C, D eller E ovan av teckningskursen eller det antal aktier som varje teckningsoption ger rätt att teckna.

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

G Utdelning/Dividend

Om Bolaget beslutar att lämna kontant utdelning till aktieägarna innebärande att dessa erhåller utdelning som, tillsammans med andra under samma räkenskapsår utbetalda utdelningar, överskrider 5 procent av aktiens genomsnittskurs under en period om 25 handelsdagar närmast före den dag då styrelsen för Bolaget offentliggör sin avsikt att till bolagsstämman lämna förslag om sådan utdelning, ska, vid anmälan om teckning som sker på sådan tid att därigenom erhållen aktie inte medför rätt till erhållande av sådan utdelning, tillämpas en omräknad teckningskurs och ett omräknat antal aktier. Omräkningarna ska baseras på den del av den sammanlagda utdelningen som överstiger 3 procent av aktiens genomsnittskurs under ovannämnd period (extraordinär utdelning). Omräkningarna ska utföras av Bolaget enligt följande formler:

If the Company resolves to pay a cash dividend to shareholders resulting in that the shareholders receive dividends which, together with other dividends paid out during the same financial year, exceed 5 per cent of the average price of the share during a period of 25 trading days immediately prior to the day on which the board of directors in the

Company publishes its intention to propose such dividend to the shareholders' meeting, a recalculated Exercise Price and a recalculated number of shares shall be applied in connection with application for subscription which occurs in such time that a share thereby received does not provide a right to receipt of such dividend. The recalculations shall be based on the part of the aggregate dividend amount which exceeds 3 per cent of the average price of the share during the abovementioned period (extraordinary dividend). The recalculations shall be made by the Company in accordance with the following formulae:

Omräknad teckningskurs = (föregående teckningskurs) x (aktiens genomsnittliga marknadskurs under en period om 25 handelsdagar räknat fr.o.m. den dag då aktien noteras utan rätt till extraordinär utdelning ("aktiens genomsnittskurs")) / (aktiens genomsnittskurs ökad med den extraordinära utdelning som utbetalas per aktie).

Recalculated Exercise Price = (previous Exercise Price) x (the average quoted price of the share during a period of 25 trading days calculated from the day on which the share is listed without any right to the extraordinary dividend (the "average price of the share")) / (the average price of the share increased by the extraordinary dividend paid out per share).

Omräknat antal aktier som varje teckningsoption berättigar till teckning av = (föregående antal aktier som varje teckningsoption berättigar till teckning av) x (aktiens genomsnittskurs ökad med den extraordinära utdelning som utbetalas per aktie) / (aktiens genomsnittskurs).

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

Aktiens genomsnittskurs beräknas i enlighet med bestämmelserna i moment C ovan.
The average price of the share shall be calculated in accordance with the provisions set out in sub-section C above.

Enligt ovan omräknad teckningskurs och omräknat antal aktier fastställs av Bolaget två bankdagar efter utgången av ovan angiven period om 25 handelsdagar och ska tillämpas vid teckning som verkställs därefter.

The Exercise Price and number of shares, recalculated as set out above, shall be determined by the Company two business days after the expiry of the above-mentioned period of 25 trading days and shall apply to each subscription effected thereafter.

Vid teckning som verkställs under tiden innan den omräknade teckningskursen och det omräknade antalet aktier har fastställts, ska teckning verkställas i enlighet med bestämmelserna i moment C sista stycket ovan.

During the period prior to the determination of the recalculated Exercise Price and the recalculated number of shares, Subscription shall be effected in accordance with the provisions in sub-section C last section above.

H Minskning av aktiekapitalet/Reduction of share capital

Om Bolagets aktiekapital skulle minskas med återbetalning till aktieägarna och sådan minskning är obligatorisk ska tillämpas en omräknad teckningskurs liksom ett omräknat

antal aktier som varje teckningsoption ger rätt att teckna.

If the Company's share capital is reduced though a repayment to the shareholders, and such reduction is compulsory, a recalculated Exercise Price and a recalculated number of shares for which each Warrant entitles the holder to subscribe, shall be applied.

Omräkningen genomförs av Bolaget enligt följande:

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

Omräknad teckningskurs = (föregående teckningskurs) x (aktiens genomsnittliga marknadskurs under en period om 25 handelsdagar räknat från och med den dag då aktien noteras utan rätt till återbetalning ("aktiens genomsnittskurs")) / (aktiens genomsnittskurs ökad med det belopp som återbetalas per aktie).

Recalculated Exercise Price = (previous Exercise Price) x (the average quoted price of the share during a period of 25 trading days calculated from the day on which the share is listed without any right to participate in the distribution (the "average price of the share")) / (the average price of the share increased by the amount repaid per share).

Omräknat antal aktier = (föregående antal aktier som varje teckningsoption ger rätt att teckna) x (aktiens genomsnittskurs ökad med det belopp som återbetalas per aktie) / (aktiens genomsnittskurs).

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

Aktiens genomsnittskurs beräknas i enlighet med bestämmelserna i moment C ovan.

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

Vid omräkning enligt ovan och där minskningen sker genom inlösen av aktier, ska istället för det faktiska belopp som återbetalas per aktie användas ett beräknat återbetalningsbelopp enligt följande:

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

Beräknat återbetalningsbelopp per aktie = (det faktiska belopp som återbetalas per inlöst aktie minskat med aktiens genomsnittliga marknadskurs under en period om 25 handelsdagar närmast före den dag då aktien noteras utan rätt till att delta i minskningen ("aktiens genomsnittskurs")) / (det antal aktier i Bolagets som ligger till grund för inlösen av en aktie minskat med talet 1).

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

Aktiens genomsnittskurs beräknas i enlighet med bestämmelserna i moment C ovan.
The average exchange price is calculated in accordance with the provisions set out in sub-section C above.

Den enligt ovan omräknade teckningskursen och det omräknade antalet aktier som varje teckningsoption ger rätt att teckna ska fastställas av Bolaget två bankdagar efter utgången av den angivna perioden om 25 handelsdagar och ska tillämpas vid aktieteckning som verkställs därefter.

The Exercise Price and number of shares for which each Warrant entitles the holder to subscribe, recalculated as set out above, shall be determined by the Company two Business Days after the expiry of the above-mentioned period of 25 trading days, and shall apply to each Subscription effected thereafter.

Vid teckning som verkställs under tiden innan den omräknade teckningskursen och det omräknade antalet aktier har fastställts, ska teckning verkställas i enlighet med bestämmelserna i moment C sista stycket ovan.

During the period prior to the determination of the recalculated Exercise Price and the recalculated number of shares, Subscription shall be effected in accordance with the provisions in sub-section C last section above.

Om Bolagets aktiekapital skulle minskas genom inlösen av aktier med återbetalning till aktieägarna och sådan minskning inte är obligatorisk, men där, enligt Bolagets bedömning, minskningen med hänsyn till dess tekniska utformning och ekonomiska effekter är att jämställa med minskning som är obligatorisk, ska omräkning av teckningskursen och det antal aktier som varje teckningsoption ger rätt att teckna ske med tillämpning så långt möjligt av de principer som anges i detta moment H.

If the Company's share capital is reduced through redemption of shares with repayment to the shareholders, where such reduction is not compulsory, but where, in the opinion of the Company, the reduction, due to its technical structure and its financial effects, is equivalent to a compulsory reduction, the recalculation of the Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe shall be made, to the greatest extent possible, in accordance with the principles stated above in this sub-section H.

Om Bolagets aktier vid tidpunkten för minskningen inte är föremål för marknadsnotering, ska en häremot svarande omräkning av teckningskursen ske. Omräkningen, som ska utföras av Bolaget, ska ha som utgångspunkt att värdet på teckningsoptionerna ska lämnas oförändrat.

If the Company's shares, at the time of the reduction of the share capital, are not subject to a Listing, a corresponding recalculation of the Exercise Price and the number of shares for which each Warrant entitles the holder to subscribe shall take place. The recalculation, which shall be made by the Company, shall be based on the assumption that the value of the Warrants shall remain unchanged.

I Omräkning ska leda till skäligt resultat / *Recalculation shall give a reasonable result*

För det fall Bolaget genomför åtgärd som avses i moment A-E, G eller H ovan och skulle, enligt Bolagets bedömning, tillämpning av härför avsedd omräkningsformel, med hänsyn till åtgärdens tekniska utformning eller av annat skäl, inte kunna ske eller leda till att den

ekonomiska kompensation som optionsinnehavarna erhåller i förhållande till aktieägarna inte är skälig, ska Bolaget genomföra omräkningen av teckningskursen och det antal aktier som varje teckningsoption ger rätt att teckna på sätt Bolaget finner ändamålsenligt i syfte att omräkningen leder till ett skäligt resultat.

Should the Company take actions such as those stated in sub-sections A-E, G or H above and if, in the Company's opinion, application of the recalculation formula established for such action, taking into account the technical framework of such action or for other reasons, could not be made or would result in the Warrant Holders receiving, in relation to the shareholders, economic compensation that is not reasonable, the Company shall, subject to prior written approval by the board of directors of the Company, make the recalculation of the Exercise Price, and the number of shares for which each Warrant entitles the holder to subscribe, in such a manner as the Company determines is appropriate to ensure that the recalculation gives a reasonable result.

J Avrundning/Rounding off

Vid omräkning av teckningskursen enligt ovan ska denna avrundas till helt tiotal öre, varvid fem öre ska avrundas nedåt och antalet aktier avrundas till två decimaler.

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

K Fusion enligt 23 kap 15 § aktiebolagslagen/Mergers according to Chapter 23, section 15 of the Companies Act

Om bolagsstämman skulle godkänna en fusionsplan enligt 23 kap 15 § aktiebolagslagen, varigenom Bolaget ska uppgå i annat bolag, får anmälan om teckning därefter ej ske.

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

Senast en månad innan Bolaget tar slutlig ställning till fråga om fusion enligt ovan, ska optionsinnehavare genom meddelande enligt punkten 11 nedan underrättas om fusionsavsikten. Underrättelsen ska innehålla en redogörelse över det huvudsakliga innehållet i fusionsplanen samt en erinran om att teckning inte får ske efter att beslut om fusion fattats av bolagsstämman.

Not later than one month prior to a final determination by the Company in respect of a merger as set forth above, notice shall be given to Warrant Holders in accordance with section 11 below in respect of the proposed merger. Such notice shall include the main aspects of the proposed merger plan and a reminder that applications for Subscription may not be made following a final decision regarding the merger in accordance with the provisions set forth in the preceding paragraph.

Om Bolaget lämnar underrättelse om fusion enligt ovan, ska optionsinnehavare – oavsett vad som i punkten 4 ovan sägs om tidigaste tidpunkt för anmälan om teckning – äga rätt att göra anmälan om teckning från den dag då underrättelsen om fusionsavsikten lämnats, förutsatt att teckning kan verkställas senast på femte vardagen före den bolagsstämma, vid vilken fusionsplanen, varigenom Bolaget ska uppgå i annat bolag ska godkännas.

In the event the Company gives notice regarding a proposed merger in accordance with the above, each Warrant Holder, irrespective of that which is set forth in section 4 above

regarding the earliest time at which applications for Subscription may be made, shall be entitled to apply for Subscription commencing on the date on which notice is given regarding the proposed merger, provided that it is possible to effect Subscription not later than the fifth weekday prior to the general meeting at which the merger plan, pursuant to which the Company is to be merged into another company, is to be approved.

L Fusion enligt 23 kap 28 § aktiebolagslagen/Mergers according to Chapter 23, Section 28 of the Companies Act

Om Bolagets styrelse upprättar en fusionsplan enligt 23 kap 28 § aktiebolagslagen, eller annan motsvarande associationsrättslig lagstiftning, ska följande gälla.

If the Company draws up a merger plan in accordance with Chapter 23, Section 28 of the Companies Act, the following shall apply.

Äger ett moderbolag samtliga aktier i Bolaget, och offentliggör Bolagets styrelse sin avsikt att upprätta en fusionsplan enligt 23 kap 28 § aktiebolagslagen, ska Bolaget, för det fall att sista dag för anmälan om teckning enligt punkten 4 ovan infaller efter sådant offentliggörande, fastställa en ny sista dag för anmälan om teckning ("slutdagen"). Slutdagen ska infalla inom 60 dagar från offentliggörandet.

If the parent company holds all Shares in the Company and the board of directors of the Company announces its intention to draw up a merger plan according to the provisions of Chapter 23, Section 28 of the Companies Act, then the Company if the last date for Subscription according to section 4 above occurs after such announcement, shall determine a new last date for notification of Subscription (the final date). The final date shall occur within 60 days from the announcement.

Äger en aktieägare (majoritetsaktieägaren) ensam eller tillsammans med dotterföretag aktier representerande så stor andel av samtliga aktier i Bolaget att majoritetsaktieägaren, enligt vid var tid gällande lagstiftning, har rätt att påkalla tvångsinlösen av återstående aktier och offentliggör majoritetsägaren sin avsikt att påkalla tvångsinlösen av återstående aktier, ska vad som i föregående stycke sägs om slutdagen äga motsvarande tillämpning.

If a shareholder (the majority shareholder) alone, or jointly with subsidiaries, holds a sufficient portion of all Shares in the Company entitling the majority shareholder the right to initiate compulsory acquisition according to applicable laws of the remaining Shares in the Company and if the majority shareholder announces its intention to initiate compulsory acquisition, the preceding sub-paragraph shall apply.

Om offentliggörandet skett i enlighet med vad som anges ovan i detta moment L, ska – oavsett vad som i punkten 4 ovan sägs om tidigaste tidpunkt för anmälan om teckning – optionsinnehavare äga rätt att göra sådan anmälan fram till slutdagen. Bolaget ska senast fyra veckor före slutdagen genom meddelande enligt punkten 11 nedan erinra optionsinnehavarna om denna rätt samt att anmälan om teckning ej får ske efter slutdagen.

In the event the announcement has been made in accordance with what is stated in this sub-section L, shall - irrespective of what is stated in section 4 above regarding the earliest date for notification of Subscription – the Warrant Holder be entitled to make such notification up to the final date. The Company shall not later than four weeks prior to the final date by notification according to section 11 below remind the Warrant Holder of such right and that notification of Subscription is not permitted after the final date.

M**Delning/Division**

Om bolagsstämman skulle godkänna en delningsplan enligt 24 kap 17 § aktiebolagslagen, varigenom Bolaget ska delas genom att en del av Bolagets tillgångar och skulder övertas av ett eller flera andra aktiebolag mot vederlag till aktieägarna i Bolaget, tillämpas en omräknad teckningskurs liksom ett omräknat antal aktier som varje teckningsoption ger rätt att teckna, enligt principerna för utdelning i punkt G ovan. Omräkningen ska baseras på den del av Bolagets tillgångar och skulder som övertas av övertagande bolag.

Where the general meeting adopts a resolution to approve a division plan pursuant to Chapter 24, section 17 of the Companies Act, pursuant to which a proportion of the assets and liabilities of the Company are taken over by two or more other companies, a recalculated Exercise Price and a recalculated number of shares for which each Warrant entitles the Warrant Holder to subscribe shall be calculated. The provisions of sub-section G regarding dividend shall then apply mutatis mutandis. The recalculation shall be based on the proportion of the assets and liabilities of the Company that are taken over by the transferee company or companies.

Om samtliga Bolagets tillgångar och skulder övertas av ett eller flera andra aktiebolag mot vederlag till aktieägarna i Bolaget ska bestämmelserna om likvidation enligt punkt N nedan äga motsvarande tillämpning, innebärande bl.a. att rätten att begära teckning upphör samtidigt med registrering enligt 24 kap 27 § aktiebolagslagen och att underrättelse till optionsinnehavare ska ske senast fyra veckor innan delningsplanen underställs bolagsstämman.

Where all assets and liabilities of the Company are taken over by two or more other companies, on paying consideration to the shareholders of the Company, the provisions of sub-section N below regarding liquidation shall apply mutatis mutandis. Inter alia, this means that the right to demand Subscription shall terminate simultaneously with the registration in accordance with Chapter 24, section 27 of the Companies Act and that the Warrant Holder shall be notified no later than four weeks before the division plan shall be submitted for approval to the general meeting.

N**Likvidation/Liquidation**

Om det beslutas att Bolaget ska träda i likvidation får teckning, oavsett grunden för likvidation, därefter inte ske. Rätten att begära teckning upphör samtidigt med likvidationsbeslutet oavsett om detta beslut har vunnit laga kraft.

If it is resolved that the Company be put into liquidation, for whatever reason, Subscription may not take place thereafter. The right to demand Subscription shall terminate simultaneously with the adoption of the resolution to put the Company in liquidation, irrespective of whether such resolution has become final.

Senast fyra veckor innan bolagsstämman tar ställning till fråga om Bolaget ska träda i likvidation enligt 25 kap aktiebolagslagen ska optionsinnehavarna genom meddelande enligt punkt 11 nedan underrättas om den planerade likvidationen. Underrättelsen ska innehålla en erinran om att teckning inte får ske efter beslut om likvidation.

Not later than four weeks prior to the adoption of a resolution by a general meeting in respect of whether or not the Company should be put into liquidation in accordance with Chapter 25 of the Companies Act, the Warrant Holders shall be notified with respect to the planned liquidation in accordance with section 10 below. The notice shall state that

subscription may not take place following the adoption of the resolution in respect of liquidation.

Om Bolaget lämnar underrättelse om avsedd likvidation enligt ovan, ska optionsinnehavare - oavsett vad som i punkt 4 ovan sägs om tidigaste tidpunkt för teckning - äga rätt att påkalla teckning från den dag då underrättelsen lämnats, förutsatt att teckning kan verkställas före tidpunkten för den bolagsstämma vid vilken frågan om Bolagets likvidation ska behandlas.

If the Company gives notice of a planned liquidation pursuant to the above, the Warrant Holders shall, notwithstanding the provisions of section 4 in respect of the earliest date for application for Subscription, be entitled to apply for Subscription commencing on the day on which the notice is given, provided that Subscription may be effected not later than prior to the general meeting at which the resolution regarding the liquidation of the Company shall be addressed.

Oavsett vad som ovan sagts om att teckning inte får ske efter beslut om likvidation, återinträder rätten att begära teckning om likvidationen inte genomförs.

Notwithstanding the provisions above pursuant to which Subscription may not take place after the adoption of a resolution regarding liquidation, the right to subscribe shall be reinstated in the event the liquidation is not carried out.

O Konkurs/Insolvent liquidation

Vid Bolagets konkurs får teckning med utnyttjande av teckningsoption inte ske. Om konkursbeslutet hävs av högre rätt, återinträder rätten till teckning.

If the Company is put into insolvent liquidation, Subscription may not take place through the exercise of Warrants. Where, however, the decision to put the Company into insolvent liquidation is set aside by a higher court, subscription rights shall be reinstated.

P Kontrollägarskifte/Change of Control

Om en aktieägare, som ett resultat av ett offentligt erbjudande i enlighet med lagen (2006:451) om offentliga uppköpserbjudanden på aktiemarknaden, eller annan typ av transaktion, direkt eller indirekt, uppnår ett ägarinnehav i Bolaget som överstiger 50 procent ("Kontrollägarskifte"), ska optionsinnehavare – oavsett vad som i punkten 4 ovan sägs om tidigaste tidpunkt för anmälan om teckning – äga rätt att göra anmälan om teckning från den dag då aktieägaren offentliggör Kontrollägarskiftet.

In the event a shareholder, as a result of a public takeover according to the Act (2006:451) on public takeover on the stock market, or any other type of transaction, directly or indirectly, holds more than 50 percent in the Company ("Change of Control Event"), each Warrant Holder, irrespective of that which is set forth in section 4 above regarding the earliest time at which applications for Subscription may be made, shall be entitled to apply for Subscription commencing on the date on which disclosure is made by the shareholder regarding the Change of Control Event.

9 Särskilt åtagande av Bolaget/Special undertaking by the Company

Bolaget förbinder sig att inte vidta någon i punkten 8 ovan angiven åtgärd som skulle medföra en omräkning av teckningskursen till belopp som understiger akties vid var tid

gällande kvotvärde.

The Company undertakes not to take any measures set forth in section 8 above that would result in an adjustment of the Exercise Price to an amount less than the from time to time prevailing quota value of the Share.

10 Förvaltare/Nominees

Enligt 3 kap 7 § lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument kan juridiska personer erhålla medgivande till att registreras som förvaltare. Sådan förvaltare ska betraktas som optionsinnehavare vid tillämpning av dessa villkor.

According to Chapter 3, section 7 of the Central Securities Depositories and Financial Instruments Accounts Act (1998:1479), a legal entity shall be entitled to be registered as nominee. Such a nominee shall be regarded as a Warrant Holder for the purposes of the application of these terms and conditions.

11 Meddelanden/Notices

Meddelanden rörande teckningsoptionerna ska tillställas en optionsinnehavare till sådan e-postadress som skriftligen meddelats till Bolaget eller styrelsen (eller sådan annan e-post- eller postadress som är känd för Bolaget).

Notices concerning the Warrants shall be sent to a Warrant Holder to the email address notified in writing to the Company or board of directors (or such other email or postal address that the Company is aware of).

12 Rätt att företräda optionsinnehavare/Right to represent Warrant Holders

Utan att särskilt uppdrag från optionsinnehavarna föreligger, är Banken behörig att företräda optionsinnehavarna i frågor av formell natur som rör villkoren för teckningsoptionerna.

The Bank shall be entitled to represent Warrant Holders in matters of a formal nature concerning the Warrants without special authorisation from the Warrant Holders.

13 Ändring av villkor/Amendments to terms and conditions

Bolagets styrelse har rätt att besluta om ändring av dessa optionsvillkor i den mån lagstiftning, domstolsavgörande eller myndighetsbeslut så kräver eller om det i övrigt av praktiska skäl är ändamålsenligt eller nödvändigt och optionsinnehavarnas rättigheter inte i något avseende försämras.

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

14 Sekretess/Confidentiality

Bolaget och Euroclear får inte utan tillstånd lämna uppgift till utomstående om optionsinnehavare. Bolaget har rätt till insyn i Euroclears avstämningsregister över

teckningsoptionerna, vari framgår vem som är registrerad för teckningsoption.
The Company and Euroclear may not, without authorisation, disclose information regarding the Warrant Holders to any third party. The Company shall have access to information contained in the register of warrants held by Euroclear which sets out the persons registered as holders of Warrants.

15 Begränsning av ansvar/*Limitation of liability*

I fråga om de åtgärder som enligt dessa optionsvillkor ankommer på Bolaget, Euroclear eller Banken gäller med beaktande av bestämmelserna i lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument att ansvarighet inte kan göras gällande för skada, som beror av svensk eller utländsk lag, svensk eller utländsk myndighetsåtgärd, krigshändelse, strejk, blockad, bojkott, lockout eller annan liknande omständighet. Förbehållet i fråga om strejk, blockad, bojkott och lockout gäller även om Bolaget, Euroclear eller Banken vidtar eller är föremål för sådan konfliktåtgärd.

In respect of measures which it is incumbent on the Company, Euroclear or the Bank to take in accordance with the terms and conditions of the Warrants, taking into consideration the provisions of the Central Securities Depositories and Financial Instruments Accounts Act (1998:1479), neither the Company, Euroclear nor the Bank shall be liable for loss which arises as a consequence of Swedish or foreign legislation, the actions of Swedish or foreign governmental authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation in respect of strikes, blockade, boycotts, and lockouts shall apply notwithstanding that the Company, Euroclear or the Bank is itself the subject of, or effects, such measures.

Euroclear är inte heller skyldigt att i andra fall ersätta skada som uppkommer, om Euroclear varit normalt aktsam. Motsvarande ansvarsbegränsning ska gälla även för Bolaget och Banken. Härutöver gäller att Bolaget och Banken inte i något fall är ansvarig för indirekt skada.

Nor shall Euroclear be liable for loss which arises under other circumstances provided Euroclear has duly exercised normal caution. The Company and the Bank shall also enjoy a corresponding limitation of liability. In addition, under no circumstances shall the Company or the Bank be liable for indirect loss.

Föreligger hinder för Bolaget, Euroclear eller Banken att vidta åtgärd på grund av omständighet som anges i första stycket, får åtgärden uppskjutas till dess hindret har upphört.

If the Company, Euroclear or the Bank is unable to perform its obligations as a consequence of a circumstance specified in the first paragraph, such performance may be postponed until such time as the cause for the impediment has terminated.

16 Tillämplig lag och forum/*Applicable law and forum*

Svensk lag gäller för dessa optionsvillkor och därmed sammanhängande rättsfrågor. Tvist med anledning av dessa optionsvillkor ska avgöras av allmän domstol med Stockholms tingsrätt som första instans eller sådan annan domstol som Bolaget skriftligen godkänner.
These terms and conditions and any related legal matters shall be governed by Swedish law. Legal proceedings relating to these terms and conditions shall be brought before the Stockholm District Court or such other forum as is accepted in writing by the Company.

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Item 16: The board of directors' proposal on resolution on authorisation for the board to resolve to issue new shares

The board proposes that the annual general meeting authorise the board, on one or more occasions before the next annual general meeting, with or without disapplication of the shareholders' preferential rights, to resolve to issue new class B shares at a number that does not exceed 10 percent of the total number of outstanding class B shares in the company at the time of utilisation of the authorisation. New issues of shares may be paid for with cash payment, and/or non-cash consideration or by set-off. The purpose of the authorisation is to give the board flexibility in its work to ensure that the company may secure funding.

The CEO shall have the right to make the adjustments in the decision on authorisation that may prove necessary in connection with registration with the Swedish Companies Registration Office.

A resolution in accordance with the proposal requires that it is supported by shareholders representing at least two thirds of both the votes cast and the shares represented at the meeting.

Stockholm in April 2025

Pricer AB (publ)

The board of directors

Unofficial English translation for information purposes only. If there are differences between the English translation and the Swedish original, the Swedish text will take precedence.

Item 17: The board of directors' proposal on resolution on authorisation for the board to resolve on transfer of own shares

The board proposes that the annual general meeting resolve to authorise the board to, on one or several occasions during the period up until the annual general meeting 2026, resolve on transfers of own shares mainly in accordance with the following:

1. Transfer of own shares may be made on Nasdaq Stockholm.
2. Transfer may also be made otherwise, with or without deviation from the shareholders' preferential rights, against payment in cash, set-off, non-cash consideration or otherwise on specific terms.
3. The maximum number of shares that may be transferred is the total number of own shares held by the company at the time of the board's resolution to transfer the shares.
4. Transfer of own shares on Nasdaq Stockholm shall be made at a price within the stock market price interval registered at any given time, such interval being the interval between the highest purchase price and the lowest sales price.
5. In the event of transfers other than on Nasdaq Stockholm, the price shall be determined so that it is not less than what is in line with market conditions, whereby a market discount in relation to the share price may be applied.

The authorisation is intended to be used for the purposes of covering costs related to the company's incentive programs.

A resolution in accordance with the proposal requires that it is supported by shareholders representing at least two thirds of both the votes cast and the shares represented at the meeting.

Stockholm in April 2025
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The board of directors