

## **VEDTÆGTER/ARTICLES OF ASSOCIATION**

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For Nustay A/S (“**Selskabet**” / the “**Company**”)

CVR-nr./Central Business Register (CVR) no. 36 09 03 16

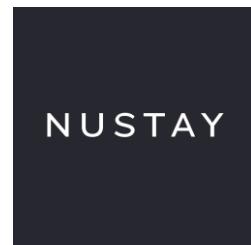
Den 7. marts 2019/ 7 March 2019



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| <b>1</b> | <b>Selskabets navn og formål</b>  | <b>Name and purpose of the Company</b>  |
| 1.1      | Selskabets navn er Nustay A/S.  | The Company's name is Nustay A/S.   |
| 1.2      | Selskabets formål er udvikling, drift og markedsføring af it-systemer til booking af rejseaktiviteter og anden relateret aktivitet.   | The Company's objects are development, operation and marketing of IT systems for booking of travel activities and other related activities.   |
| <b>2</b> | <b>Selskabets aktiekapital</b>  | <b>The Company's share capital</b>  |
| 2.1      | Selskabets aktiekapital udgør DKK 728.826,60 fordelt i aktier à DKK 0,04.   | The Company's nominal share capital is DKK 728,826.60 divided into shares of DKK 0.04.  |
| 2.2      | Aktierne skal lyde på navn og noteres i Selskabets ejerbog.   | The shares shall be issued in the name of the holder and shall be recorded in the name of the holder in the Company's register of shareholders.   |
| 2.3      | Aktierne er omsætningspapirer.  | The shares are negotiable instruments.  |
| 2.4      | Selskabet udsteder ikke ejerbeviser. Aktierne udstedes i papirløs form gennem og registreres hos VP Securities A/S, CVR-nr. 21599336. Udbytte udbetales gennem VP Securities A/S. | The Company does not issue share certificates. The shares are issued in paperless form through and registered with VP Securities A/S, CVR no. 21599336. Dividend is paid through VP Securities A/S. |
| 2.5      | Selskabets ejerbog føres af VP Investor Services A/S (VP Services A/S), CVR-nr. 30201183.   | The Company's register of shareholders is kept by VP Investor Services A/S (VP Services A/S), CVR no. 30201183.   |



|       | <b>Warrants og konvertible gælds breve</b>  | <b>Warrants and convertible loan notes</b>  |
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| 3     | Warrants  | Warrants  |
| 3.1   | Generalforsamlingen har den 30. januar 2019 besluttet at bemyndige bestyrelsen til i perioden frem til og med den 30. juni 2019 at udstede op til 363.850 tegningsoptioner (warrants) ad en eller flere gange, der hver giver ret til tegning af én aktie à nominelt DKK 0,04, samt vedtaget at bemyndige bestyrelsen til at beslutte den dertilhørende forhøjelse af Selskabets aktiekapital på op til nominelt DKK 14.554 uden fortægningsret for eksisterende aktionærer . | On 30 January 2019, the general meeting resolved to authorise the Board of Directors during the period until and including 30 June 2019 to issue up to 363,850 warrants in one or more tranches each granting the right to subscribe for one share of nominally DKK 0.04 and resolved to authorise the board of directors to resolve on the related increase of the Company's share capital of up to nominally DKK 14,554 without pre-emptive rights for existing shareholders. |
| 3.1.1 | Bestyrelsen har, i henhold til bemyndigelsen i pkt. 3.1 gældende frem til 30. juni 2019, fuldt udnyttet bemyndigelsen og udstedt 363.850 warrants.  | Pursuant to the authorisation in article 3.1 applicable until 30 June 2019, the board of directors has exercised the authorisation in full and issued 363,850 warrants.   |
| 3.2   | De nærmere vilkår for tegning og udnyttelse af tegningsoptioner (warrants) samt den tilhørende kapitalforhøjelse i medfør af vedtægternes pkt. 3.1 fremgår af bilag A til disse vedtægter og udgør en integreret del heraf.   | The specific terms governing the subscription and exercise of warrants and the related increase of the share capital pursuant to articles 3.1 are set out in Appendix A to these articles of association and form an integrated part hereof.  |
| 3.3   | Aktier tegnet på baggrund af warrants udstedt i medfør af vedtægternes pkt. 3.1 er frit omsættelige. Aktierne er omsætningspapirer og skal  | Shares subscribed for on the basis of warrants issued in accordance with articles 3.1 of the articles of association are freely transferable. The shares are  |



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|          | lyde på navn og optages i Selskabets ejerbog. Der kan ikke ske delvis indbetaling.   | negotiable instruments and shall be issued in the name of the holder and registered in the Company's shareholders' register. Partial payment is not allowed.   |
| 3.4      | Bestyrelsen er bemyndiget til at foretage de nødvendige ændringer til vedtægterne ved tildeling/udnyttelse af warrants udstedt i henhold til bemyndelsen i pkt. 3.1.   | The board of directors is authorised to amend the articles of association as required following issuance/exercise of warrants issued pursuant to the authorisation in article 3.1.   |
| <b>4</b> | <b>Elektronisk kommunikation</b>   | <b>Electronic communication</b>  |
| 4.1      | Selskabet anvender elektronisk dokumentudveksling og elektronisk post (elektronisk kommunikation) i sin kommunikation med aktionærerne. Selskabet kan til enhver tid vælge endvidere at kommunikere med almindelig brevpost.   | The Company uses electronic document exchange and electronic mail (electronic communication) in its communications with the shareholders. Furthermore, the Company may from time to time decide to communicate by regular post.  |
| 4.2      | Elektronisk kommunikation kan anvendes af Selskabet til indkaldelse til ordinære og ekstraordinære generalforsamlinger, herunder ved udsendelse af dagsorden og fuldstændige forslag, fuldmagter, bestyrelsес- og revisorerklæringer, delårsrapport, årsrapport, samt alle øvrige meddelelser og dokumenter, som i henhold til Selskabets vedtægter eller selskabsloven skal udveksles mellem Selskabet og aktionærerne samt generelle oplysninger fra Selskabet til aktionærerne. | The Company may use electronic communication in relation to notices of annual and extraordinary general meetings, including the submission of the agenda and complete proposed resolutions, proxies, statements from the board and auditor, interim financial report, annual report as well as any other announcements and documents, which in accordance with the articles of association or the Danish Companies Act must be exchanged between the Company and its shareholders as well as general information from the Company to the shareholders. |
| 4.3      | Oplysning om kravene til de anvendte systemer samt om fremgangsmåden i   | A description of the requirements for the systems used as well as the applicable pro-  |

forbindelse med elektronisk kommunikation med Selskabet kan rekvireres ved henvendelse til Selskabet.

cedures for using electronic communication will be made available upon request to the Company.

**4.4** Selskabet skal anmode aktionærerne om en elektronisk adresse, hvortil meddelelser m.v. kan sendes. Det er aktionærernes ansvar at sikre, at Selskabet er i besiddelse af den korrekte e-mail adresse.

The Company shall request from the shareholders an electronic address to which notices etc. may be sent. It is the duty of the shareholders to ensure that the Company is kept informed of the correct email address.

## 5 Generalforsamlinger

**5.1** Generalforsamlinger indkaldes af bestyrelsen senest to uger og tidligst fire uger før generalforsamlingen på Selskabets hjemmeside eller pr. e-mail til alle i ejerbogen noterede aktionærer.

Hvis Selskabets aktier er optaget til handel på et reguleret marked eller en multilateral handelsfacilitet, skal indkaldelse ligeledes ske i henhold til gældende regler.

**5.2** Indkaldelsen skal indeholde følgende:

- Tidspunkt og sted for generalforsamlingen.
- En beskrivelse af de procedurer, som aktionærerne skal overholde for at kunne deltage i og stemme på generalforsamlingen enten personligt eller ved fuldmægtig.

## General Meetings

General Meetings shall be convened by the Board of Directors no later than two weeks and no earlier than four weeks before the date of the General Meeting on the Company's Webpage, or by e-mail to those of the shareholders registered in the Company's register of shareholders.

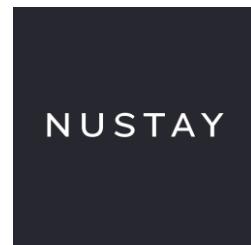
If the Company's shares are admitted to trading on a regulated market or a multilateral trading facility, the notice must also be made in accordance with applicable rules.

The notice must include the following:

- The time and place of the General Meeting.
- A description of the procedures that shareholders must comply with in order to participate in and vote at the General Meeting either in person or through proxy representative.



- Registreringsdatoen, der afgør retten for aktionærerne til at deltage i og stemme på generalforsamlingen.
  - En beskrivelse af aktionærernes ret til at stille spørgsmål vedrørende forhold på dagsordenen enten under generalforsamlingen eller ved at stille spørgsmålet til Selskabet på forhånd.
  - Den internetadresse, hvor generalforsamlingsdokumenterne og de foreslæde beslutninger er tilgængelige.
  - Det samlede antal aktier og stemmerettigheder på datoén for indkaldelsen.
  - Adressen på Selskabets hjemmeside.
- 5.3 I en sammenhængende periode på højst fire uger og mindst to uger før generalforsamlingen skal følgende oplysninger gøres tilgængelige for aktionærerne:
- indkaldelsen med dagsorden og de fuldstændige forslag samt for den ordinære generalforsamlings vedkommende tillige revideret årsrapport gøres tilgængelige til eftersyn for aktionærerne,
  - Oplysning om det samlede antal aktier og stemmer på datoén for indkaldelsen,
  - de dokumenter, der skal fremlægges på generalforsamlingen,
  - The date of registration that defines the right to participate in and vote at the General Meeting.
  - A description of shareholders' right to ask questions related to an item on the agenda either during the meeting or by submitting the question to the Company in advance.
  - The internet address where the General Meeting documents and proposed resolutions are available.
  - The total number of shares and voting rights on the date of the notice to convene.
  - The address of the Company's website.
- During a consecutive period of no more than four weeks and no less than two weeks before the General Meeting, the following information shall be made available to the shareholders:
- the notice with the agenda and the complete proposed resolutions and in the case of the annual general meeting, the audited annual report,
  - information on the total number of shares and voting rights at the date of the notice,
  - the documents to be submitted at the General Meeting,



- Formularer til stemmeafgivelse pr. fuldmagt eller ved brevstemme
- Samtidig skal det ovenfornævnte materiale tilstilles enhver noteret aktionær, der har fremsat begæring herom og givet Selskabet meddelelse om en e-mailadresse, hvortil materialet kan sendes.
- 5.4 Selskabets ordinære generalforsamling afholdes senest fire måneder efter regnskabsårets udløb.
- At the same time, the abovementioned material must be submitted to any listed shareholder who has applied for it and notified the Company of an e-mail address to which the material may be sent.
- The Company's annual general meeting shall be held no later than four months after the end of the financial year.
- 5.5 Generalforsamlinger afholdes i Københavnsområdet.
- General meetings are held in the Copenhagen area.
- 5.6 Ekstraordinær generalforsamling afholdes, når bestyrelsen finder det hensigtsmæssigt eller på begæring af revisor eller af aktionærer, der ejer 5 % af aktiekapitalen. Begæringen skal indgives skriftligt til bestyrelsen og indeholde en angivelse af emnerne, der ønskes behandlet på generalforsamlingen. Denne skal indkaldes inden to uger efter begæringens modtagelse.
- Extraordinary general meeting must be held at the request of the board of directors or the auditor or shareholders who hold 5% of the share capital. The request must be given in writing to the board of directors with a specification of the topics requested to be dealt with at the general meeting. The meeting must be called no later than two weeks from receipt of the request.
- 5.7 Emner fra aktionærer må, for at komme til behandling på en ordinær generalforsamling, være indgivet i så god tid, at emnet kan optages på dagsordenen. Fremsættes kravet senest seks uger før generalforsamlingen skal afholdes, har aktionæren ret til at få emnet optaget på dagsordenen. Modtager Selskabet kravet senere end seks uger før generalforsamlingens afholdelse, afgør bestyrelsen, om kravet er fremsat i så god tid, at emnet kan optages på dagsordenen.
- Topics requested by shareholders to be included on the agenda for an annual general meeting must be delivered within the time in which the topics can still be included in the agenda. If the request is made at least six weeks before the general meeting is held, the shareholder has the right to have the topic included in the agenda. If the request is received less than six weeks before the general meeting, the board of directors will decide whether the



- 5.8 Dagsordenen for den ordinære generalforsamling skal omfatte:
- 1) Valg af dirigent.
  - 2) Forelæggelse af årsrapport med revisionspåtegning til godkendelse.
  - 3) Beslutning om anvendelse af overskud eller dækning af underskud i henhold til den godkendte årsrapport.
  - 4) Valg af medlemmer til bestyrelsen.
  - 5) Valg af revisor.
  - 6) Eventuelt.
- request has been made in time for the issue to be included on the agenda.
- The agenda for the annual general meeting must include:
- 1) Election of chairman of the meeting.
  - 2) Presentation of the annual report with auditors' report for adoption.
  - 3) Resolution concerning the appropriation of profits or losses as recorded in the adopted annual report.
  - 4) Election of members to the board of directors.
  - 5) Election of the Company's auditor.
  - 6) Any other business.
- 5.9 Enhver aktionær er berettiget til at deltage i en generalforsamling, når vedkommende senest to dage før generalforsamlingens afholdelse har anmeldt om adgangskort eller har afgivet en fuldmagt, som er modtaget af VP Investor Services A/S senest to dage før generalforsamlingen. En aktionær, der ikke kan deltage i en generalforsamling, kan afgive en brevstemme. En brevstemme skal være modtaget af VP Investor Services A/S senest kl. 16.00 dagen før generalforsamlingen.
- Any shareholder who has requested an admission card no later than two days before the general meeting or has sent an instrument appointing a proxy so that it is received by VP Investor Services A/S no later than two days before the general meeting will be entitled to attend the meeting. Shareholders unable to attend may vote by postal ballot. The postal ballot must be received by VP Investor Services A/S no later than 4.00pm on the day before the general meeting.
- 5.10 En aktionær har ret til at deltage i afsteming på en generalforsamling med den
- A shareholder is entitled to vote at the general meeting according to the number of shares held at the date of registration.



- beholdning af aktier, som aktionæren besidder på registreringsdatoen.
- 5.11 Registreringsdatoen er én uge før generalforsamlingens afholdelse. De aktier, den enkelte aktionær besidder, opgøres på registreringsdatoen på baggrund af notering af aktionærrens kapitalejerforhold i ejerbogen samt meddelelser om ejerforhold, som banken og/eller VP Investor Services A/S (VP Services A/S) har modtaget med henblik på indførsel i ejerbogen, men som endnu ikke er indført i ejerbogen.
- 5.12 På generalforsamlingen giver hvert aktiebeløb på DKK 0,04 én stemme.
- 5.13 Alle beslutninger på generalforsamlingen vedtages med simpelt stemmeflertal, medmindre selskabsloven foreskriver særlige regler om repræsentation og majoritet.
- The date of registration is one week before the date of the general meeting. The number of shares held by a shareholder is calculated on the registration date on the basis of the information in the register of shareholders and information about ownership that the bank and/or VP Investor Services A/S (VP Services A/S) has received but that has not yet been entered in the register of shareholders.
- Each share amount of DKK 0.04 carries one vote at the general meeting
- All resolutions passed at the general meeting are adopted by a simple majority of votes, unless special majority or representation is required by the Danish Companies Act.

## 6 Bestyrelse

- 6.1 Bestyrelsen består af mindst fire og højst otte medlemmer, der vælges af generalforsamlingen.
- 6.2 De af generalforsamlingen valgte bestyrelsesmedlemmer vælges for en periode på ét år. Genvalg af bestyrelsesmedlemmer kan finde sted.
- 6.3 Bestyrelsen vælger en formand og, hvis bestyrelsen beslutter det, en næstformand blandt sine medlemmer. Hvis bestyrelsens formand fratræder i løbet af en valgperiode, overtager næstformanden (hvis valgt) posten som formand, indtil
- Board of directors**
- The Board of Directors consists of not less than four and not more than eight members elected by the general meeting.
- The members of the Board of Directors elected by the general meeting are elected for a term of one year. Re-election of board members may take place.
- The Board of Directors elects a Chairman and, if so decided by the Board of Directors, a Deputy Chairman among its members. If the Chairman of the Board of Directors resigns during a term of election, the Deputy Chairman (if elected) shall take up



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|          | der vælges en ny formand blandt medlemmerne i bestyrelsen.   | the position as Chairman until a new Chairman is elected among the members of the Board of Directors.  |
| 6.4      | De i bestyrelsen behandlede anliggender afgøres ved simpelt stemmeflertal. I tilfælde af stemmelighed, er formandens eller, i hans/hendes fravær, næstformandens stemme udslagsgivende.  | Resolutions of the Board of Directors are passed by simple majority. In the event of equal votes, the Chairman or, in his/her absence, the Deputy Chairman shall have a casting vote.  |
| 6.5      | Bestyrelsen er beslutningsdygtig, når over halvdelen af bestyrelsesmedlemmerne, herunder formanden eller næstformanden, er repræsenteret.  | The Board of Directors forms a quorum when more than half of its members are represented, including the Chairman or the Deputy Chairman.   |
| 6.6      | Bestyrelsen er bemyndiget til at træffe en eller flere beslutninger om udlodning af ekstraordinært udbytte i overensstemmelse med reglerne i selskabslovens §§ 182 og 183.   | The Board of Directors is authorised to pass one or more resolutions on distributing extraordinary dividends in accordance with sections 182 and 183 of the Danish Companies Act.  |
| <b>7</b> | <b>Direktion</b>   | <b>Executive management</b>  |
| 7.1      | Bestyrelsen ansætter en direktion bestående af ét til tre medlemmer til at varetage den daglige ledelse af Selskabet.  | The Board of Directors appoints an Executive Management consisting of one to three members to be in charge of the day-to-day management of the Company.  |
| <b>8</b> | <b>Incitamentsaflønning</b>  | <b>Incentive Pay</b>   |
| 8.1      | Selskabet har udarbejdet overordnede retningslinjer for incitamentsaflønning af bestyrelsen og direktionen. Disse retningslinjer er forelagt og vedtaget af generalforsamlingen. Retningslinjerne er offentligt tilgængelige på Selskabets hjemmeside. | The Company has prepared a set of general guidelines for incentive pay to the board of directors and the executive management. These guidelines have been presented to and adopted by the general meeting. The guidelines are publicly available on the Company's website. |
| <b>9</b> | <b>Tegningsret</b>   | <b>Signatory Powers</b>  |



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| 9.1       | Selskabet tegnes af den administrerende direktør i forening med et medlem af bestyrelsen eller af den samlede bestyrelse.   | The Company is bound by the joint signatures of the CEO and a member of the board of directors or by the joint signatures of the board of directors.  |
| <b>10</b> | <b>Revision og regnskabsår</b>  | <b>Auditing and financial year</b>  |
| 10.1      | Selskabets årsrapport revideres af en statsautoriseret revisor, der vælges af generalforsamlingen for ét år ad gangen. Genvalg kan finde sted, i det omfang det er tilladt under gældende lovgivning. | The Company's annual accounts shall be audited by a state-authorised public accountant elected by the general meeting for a one-year term. Re-election may take place to the extent permitted under applicable law. |
| 10.2      | Årsrapporter udarbejdes på engelsk og hvis bestyrelsen beslutter det, på dansk.   | Annual reports shall be prepared in English and, if decided by the Board of Directors, in Danish.   |
| 10.3      | Selskabets regnskabsår er kalenderåret.<br><br>I tilfælde af uoverensstemmelse mellem den danske ordlyd og den engelske oversættelse er den danske ordlyd gældende.                                   | The Company's financial year is the calendar year.<br><br>In case of inconsistency between the Danish wording and the English translation, the Danish wording prevails.   |

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Således vedtaget på Selskabets ekstraordinære generalforsamling den 30. januar 2019 og ændret ved bestyrelsens beslutning af 6. februar 2019 og 7. marts 2019 i henhold til bemyndigelse.

As adopted at the Company's extraordinary General Meeting held on 30 January 2019 and amended by the board decision dated 6 February 2019 and 7 March 2019 pursuant to authorisation.



## Bilag A

### til Nustay's vedtægter – Vilkår for warrants

Warrants udstedt i henhold til vedtægternes pkt. 3.1, er undergivet følgende vilkår:

#### 1 Tegningsbeløb mv.

Warrants tildeles vederlagsfrit.

Hver warrant giver, når den pågældende warrant er modnet, indehaveren ret til at tegne én aktie med en nominel værdi á DKK 0.04.

Den maksimale kapitalforhøjelse, som kan tegnes på grundlag af warrants, skal være nominelt DKK 14.554, og den mindste kapitalforhøjelse skal være nominelt DKK 0,04.

En fortægnelse over udstedte warrants skal føres sammen med Selskabets ejerbog.

#### 2 Tildeling og modning af warrants

##### Tildeling

Warrants tildeles af generalforsamlingen eller af bestyrelsen i henhold til bemyndigelse. En tidligere tildeling giver ikke ret til yderligere tildelinger.

##### Modning

## Appendix A

### to Nustay A/S' articles of association – Terms of warrants

Warrants issued pursuant to article 3.1 are subject to the following terms:

#### Subscription amount, etc.

Warrants are granted free of charge.

Upon vesting, each warrant grants the holder the right to subscribe for one share with a nominal value of DKK 0.04.

The maximum capital increase to be subscribed on the basis of the warrants is nominally DKK 14,554, and the minimum capital increase is nominally DKK 0.04.

A register of the warrants issued are to be kept together with the Company's shareholders' register.

#### Granting and vesting of warrants

##### Granting

Warrants are granted by the general meeting or by the board of directors in accordance with authorisation. A previous grant of warrants will not entitle to any further grants.

##### Vesting

Warrants vest according to the terms of vesting stipulated by the resolution by the

Warrants modnes som nærmere fastsat af generalforsamlingen eller bestyrelsen i forbindelse med tildeling.

Modning af warrants er betinget af, at indehaveren fortsat er tilknyttet Selskabet som medarbejder eller som nærmere aftestmed bestyrelsen. Warrant-indehaveren har ikke krav på yderligere tildelinger af warrants, og der sker ingen yderligere modning af allerede tildelte warrants efter ophør af sådan tilknytning uanset årsagen hertil. Modning påvirkes ikke af lovregulert orlov. Ikke-modnede warrants kan ikke udnyttes.

Tildelte ikke-modnede warrants bortfalder ved ophør af tilknytning medmindre andet er aftalt, mens tildelte allerede modnede warrants, ikke bortfalder ved ophør af sådan tilknytning. I relation til ophør af medarbejderes tilknytning gælder følgende:

- i. Såfremt Selskabet opsigter en medarbejdernes ansættelsesforhold i Selskabet, uden at medarbejderen har misligholdt ansættelsesforholdet, har medarbejderen uanset opsigelsen ret til at beholde og udnytte modnede warrants i overensstemmelse med disse vilkår. Alle ikke-modnede warrants bortfalder fra tids punktet for varsel om ansættelsens ophør.
- ii. I tilfælde af medarbejderens opsigelse som følge af at Selskabet groft har misligholdt ansættelsesforhol-

general meeting or the board of directors on granting.

Vesting of warrants is conditional upon the warrant holder's continued relation to the Company as an employee or otherwise agreed upon with the board or directors. The warrant holder is not entitled to further grants of warrants, and no warrants already granted shall vest after the termination of such relation regardless of the reason thereof. The vesting of warrants is not influenced by statutory leave. Non-vested warrants cannot be exercised.

Granted but not vested warrants shall lapse after the termination of such relation unless otherwise agreed, while granted and vested warrants shall not lapse after the termination of such relation unless otherwise agreed. The following shall specifically apply in case of employees' termination of relation:

- i. If the Company gives notice to the employee without the employee being in breach of the employment contract, the employee shall, regardless of the termination, have the right to maintain and exercise vested warrants in accordance with these terms. All non-vested warrants lapse from the time of notice of the termination.
- ii. If the employee gives notice due to the Company being in gross breach of the employment contract, the employee shall have the right to

- det, har medarbejderen uanset opsigelsen ret til at beholde og udnytte sine modnede warrants i overensstemmelse med disse vilkår, herunder de gældende vilkår om modning. Alle ikke-modnede warrants bortfalder fra tidspunktet for varsel om ansættelsens ophør.
- iii. I tilfælde af medarbejderens opsigelse uden at Selskabet groft har misligholdt ansættelsesforholdet, har medarbejderen uanset opsigelsen ret til at beholde og udnytte sine modnede warrants i overensstemmelse med disse vilkår, herunder de gældende vilkår om modning. Alle ikke-modnede warrants bortfalder fra tidspunktet for varsel om ansættelsens ophør.
- iv. I tilfælde af Selskabets opsigelse eller bortvisning som følge af medarbejderens misligholdelse af ansættelsesforholdet bortfalder alle tildelte ikke-udnyttede warrants på tidspunktet for varsel om ansættelsens ophør uden yderligere varsel og uden kompensation, uanset om de er modnede eller ej.
- v. Ved medarbejderens død bortfalder alle ikke-modnede warrants på tidspunktet for medarbejderens død, uden yderligere varsel og uden kompensation.
- vi. Ved aldersbetinget pensionering eller invaliditet har medarbejderen ret til at udnytte modnede warrants i overensstemmelse med disse vilkår,
- maintain and exercise vested warrants in accordance with these terms. All non-vested warrants lapse from the time of notice of the termination.
- iii. If the employee gives notice of termination without the Company being in gross breach of the employment contract, the employee shall have the right to maintain and exercise vested warrants in accordance with these terms. All non-vested warrants lapse from the time of notice of the termination.
- iv. If the Company gives notice to or dismisses the employee due to the employee's breach of the employment contract, all granted non-exercised warrants shall lapse at the time of notice of the termination, without further notice and without compensation, regardless of whether they are vested or not.
- v. In the event of the death of the employee, all non-vested warrants shall lapse at the time of death without further notice and without compensation.
- vi. Upon retirement due to ageing or disability, the employee is entitled to exercise vested warrants subject



herunder de gældende vilkår om modning.

I relation til ophør af tilknytning er bestyrelsen bemyndiget til at aftale andre vilkår.

to the terms set out herein, including the applicable terms of vesting.

In respect of termination, the board of directors is authorized to agree on other terms.

### 3 Udnyttelse

Udnyttelse af warrants er betinget af, at warrant-indehaveren fortsat er tilknyttet Selskabet seks (6) måneder efter tildeling af warrants ("cliff-klausul").

Udnyttelse af warrants kan tidligst ske tre år efter tildelingsdatoen eller hvis andet er aftalt med bestyrelsen ved tegning.

Modnede warrants kan udnyttes ved skriftlig meddelelse til Selskabets bestyrelse i 21 dage regnet fra offentliggørelse af selskabets årsregnskab hvert år, forudsat warrants ikke er bortfaldet.

Tildelte warrants, som ikke er udnyttet senest fem (5) år efter modningstidspunktet for de pågældende warrants, bortfalder uden varsel eller kompenstation.

Ikke modnede warrants kan ikke udnyttes.

Skriftlig meddelelse til Bestyrelsen om udnyttelse skal indeholde angivelse af hvor mange af warrants der ønskes udnyttet.

Samtidig med udnyttelse af warrants, indbetaler warrant-indehaveren tegningsbelø-

### Exercise

Exercise of warrants is conditional upon the warrant holder's continued relation to the Company six (6) months after warrants are granted (the "cliff-clause").

Exercise of warrants cannot take place before three years after the date of grant or otherwise agreed with the board of directors upon subscription.

Vested warrants may be exercised by written notice to the Company's board of directors within 21 days from publication of the Company's annual account each year, provided that the warrants in question have not lapsed.

Warrants granted which have not been exercised at the latest five (5) years after the time of vesting for the warrants in question, shall lapse without notice or compensation.

Warrants not vested cannot be exercised.

Written notice to the board of directors regarding exercise shall include information on the number of warrants being exercised.

At the time of exercise of warrants the warrant holder shall pay the subscription amount in cash to a bank account notified



bet kontant ved overførsel til en af Selskabet angivet bankkonto. Selskabet skal dog i alle tilfælde have tegningsbeløbet i hænde senest kl. 16:00 dagen efter udløbet af udnyttelsesvinduet angivet.

Når aktierne er registreret hos Erhvervsstyrelsen sker der samtidig registrering af aktierne i ejerbogen. Selskabet skal senest 14 dage efter modtagelsen af tegningsbeløbet gennemføre kapitalforhøjelsen i Selskabet. Såfremt Selskabets eksisterende aktier i øvrigt er optaget til handel skal Selskabet hurtigst muligt herefter foranledige aktierne optaget til handel.

by the Company. The Company shall in any case receive the subscription amount by 4 p.m. the day after expiration of the exercise window.

When the capital increase is registered with the Danish Business Authority the shares shall be registered in the Company's shareholders' register. The Company shall carry out the capital increase no later than 14 days after receipt of the subscription amount. To the extent the Company's shares are admitted for trading the Company shall provide for the newly issued shares to be admitted for trading as soon as possible hereafter.

#### **4 Tegningskurs for aktier**

Aktier tegnes til en kurs fastsat af bestyrelsen og angives i tegningsdokumentationen ("Tegningsprisen").

#### **Subscription price for shares**

Shares shall be subscribed at a price determined by the board of directors and the price shall be set out in the subscription documentation (the "**Subscription Price**").

#### **5 Regulering af Tegningskursen eller aktieantallet som følge af ændringer i Selskabets kapitalstruktur mv.**

Hvis:

- (i) Selskabet forhøjer eller nedsætter Selskabets aktiekapital, uanset om en sådan justering sker til markedskurs eller til en kurs der er over eller under markedskurs,

#### **Adjustment of the Subscription Price or the number of shares in consequence of changes in the Company's capital structure, etc.**

If:

- (i) the Company increases or reduces its share capital, regardless whether such adjustment is made at market price or at a price that is higher or lower than market price;



- (ii) Selskabet udsteder bonusaktier, andre warrants, konvertible obligationer eller andre instrumenter der kan konverteres til Aktier i Selskabet, uanset om en sådan udstedelse sker til markedskurs eller til en kurs der er over eller under markedskurs,
- (iii) Selskabet indtræder i likvidation, fusionerer med et andet selskab som det overlevende selskab eller ophørende selskab, bliver spaltet, eller
- (iv) andre ændringer foretages i Selskabets aktiekapital.

skal der ikke ske justering af antallet af warrants, Tegningsprisen eller andre vilkår deraf, og der skal heller ikke ske justering af Tegningsprisen eller antallet af aktier, der kan tegnes ved udnyttelse af warrants ("Aktieantallet") ved kapitalforhøjelser der sker som led i udnyttelse af Warrants.

Ændringer i værdien af warrants, som konsekvens af afledte virkningsvirksomhed, giver ikke anledning til regulering af Tegningsprisen og/eller Aktieantallet.

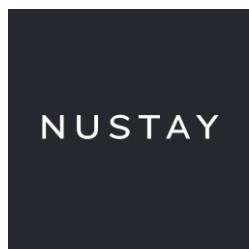
Hvis bestyrelsen vurderer, at ændringer i Selskabets kapitalstruktur vil medføre en væsentlig reduktion eller stigning i den potentielle gevinst af de tildelte Warrants (dvs. værdien af Warrants) kan bestyrelsen

- (ii) the Company issues bonus shares, other warrants, convertible bonds or other instruments that can be converted into Shares in the Company, regardless whether such issuance is made at market price or at a price that is higher or lower than market price;
- (iii) the Company enters into solvent liquidation, merges with another company as the surviving company or discontinuing entity, is demerged; or
- (iv) other changes occur in the Company's share capital;

no adjustment shall be made to the number of Warrants, the Subscription Price or other terms thereof, nor shall any adjustment of the Subscription Price or the number of shares, which may be subscribed as a result of the exercise of warrants (the "Number of Shares") be made due to capital increases carried out in connection with the exercise of the Warrants.

Changes in the value of the warrants due to derived effects of changes in the Company's capital structure, including as a consequence of the operation of the Company's business shall not result in an adjustment of the Subscription Price and/or the Number of Shares.

If the board of directors deems that changes in the Company's capital structure will involve a significant reduction or increase in the profit potential of the allocated Warrants (i.e. the value of the Warrants), the board of directors may adjust



justere Tegningsprisen og/eller Aktieantallet betalt/erhvervet ved udnyttelse af Warrants for at sikre, at den potentielle gevinst af de tildelte Warrants forbliver uændret.

Selskabets revisor skal udregne, hvordan Tegningsprisen og/eller Aktieantallet, der skal erhverves ved udnyttelse af Warrants henholdsvis reduceres eller forhøjes på grundlag af almindelig anerkendte principper, herunder principper om værdiansættelse. Enhver justering skal besluttes af bestyrelsen. Revisors vurdering af, om en given ændring af kapitalstrukturen er sket til markedspris, skal ske med hensyntagen til den udvanding af værdien af aktierne, som de udstedte warrants kan medføre.

Gennemføres en regulering af enten Tegningsprisen eller Aktieantallet i henhold til dette pkt. 5, er Selskabet og enhver medarbejder med hvem, der er indgået en aftale om anvendelse af ligningslovens § 7 P ("Aftalen"), forpligtet til at foretage sådanne ændringer til Aftalen, som måtte være nødvendige som følge af gennemførelsen af reguleringen.

Den pris, hvormed Tegningsprisen skal reguleres, jf. dette pkt. 5, betegnes "**Reguleringssbeløbet**".

Hvis indehaveren af warrants er uenig i revisors vurdering, kan indehaveren indenfor en frist på 14 dage efter vurderingens fremsendelse anmode om, at vurderingen forelægges en uafhængig dansk vurde-

the Subscription Price and/or the Number of Shares paid/acquired on exercise of Warrants to ensure that the profit potential of the Warrants remains unchanged.

The Company's auditor shall calculate how to reduce or increase the Subscription Price and/or the Number of Shares to be acquired on the exercise of Warrants according to generally accepted principles for valuation among other things. Any adjustments shall be determined by the board of directors. The auditor's assessment of whether a given change in the capital structure has taken place at market price shall take into account the dilution of the value of the shares which may be caused by the issued warrants.

If an adjustment of either the Subscription Price or the Number of Shares is carried through pursuant to this section 5, the Company and any employee with whom an agreement on the application of section 7P of the Danish Tax Assessment Act has been entered into (**the "Agreement"**) are obliged to make such amendments to the Agreement as may be necessary as a consequence of the carrying through of the adjustment.

The price with which the Subscription Price is to be adjusted, cf. this section 5, are referred to as the "**Adjustment Price**".

If the holder of warrants does not agree with the auditor's assessment, the holder may, within 14 days after the assessment is forwarded, request for the assessment to be referred to an independent Danish valuer for a final and binding decision. The

ringsmand til endelig og bindende afgørelse. Vurderingsmanden skal udpeges af FSR – Danske Revisoror. Vurderingsmandens vurdering skal færdiggøres inden fire uger fra datoer for hans udpegning. Honorar til vurderingsmanden skal betales af den pågældende indehaver af warrants, medmindre vurderingsmanden ændrer Aktieantallet eller Reguleringsbeløbet med mere end 5 %, i hvilket tilfælde Selskabet skal betale honoraret.

Tegningsprisen med tillæg/fradrag af Reguleringsbeløbet kan ikke være lavere end kurs pari (kurs 100). Hvis Reguleringsbeløbet, jf. ovenfor, indikerer, at Tegningsprisen med tillæg/fradrag af Reguleringsbeløbet skulle være under pari, men markedsprisen for Selskabets aktier på tegningstidspunktet overstiger pari, kan indehaveren af warrants forlange, at tegning sker til pari, og at Aktieantallet pr. warrant forhøjes i det omfang, det er nødvendigt for at kompensere indehaveren for, at tegning må ske til pari og ikke til den lavere pris, som en fuld anvendelse af Reguleringsbeløbet ville føre til.

Såfremt en regulering af antallet af warrants medfører, at den potentielle kapitalforhøjelse ved udnyttelse af warrants overstiger den i henhold til pkt. 7 besluttede, skal generalforsamlingen beslutte den nødvendige forhøjelse af den mulige kapitalforhøjelse.

valuer shall be appointed by FSR – Danske Revisoror. The valuer's valuation shall be finalised within four weeks after the date of his appointment. The fee of the valuer shall be paid by the holder of the warrants in question, provided that the valuer does not change the Number of Shares or the Adjustment Price by more than 5 per cent in which case the Company shall pay the fee.

The Subscription Price with addition/subtraction of the Adjustment Amount cannot be below par value (price 100). If the Adjustment Amount, cf. above, indicates that the Subscription Price with addition/subtraction of the Adjustment Amount should be below par value, but the marketprice of the Company's shares exceeds par value at the time of subscription, the holder of warrants shall be entitled to request that subscription takes place at par value and that the Number of Shares for each warrant be increased to the extent necessary to compensate the holder for having to subscribe at par value and not at the lower price reached if the Adjustment Amount had been applied in full.

If an adjustment of the number of warrants entails that the potential capital increase by exercise of the warrants exceeds the capital increase decided in section 7, the general meeting must adopt the necessary increase of the potential capital increase.

## 6 Den juridiske stilling ved børsnotering, overtagelse, likvidation, fusion eller spaltning

Børsnotering: (A) Hvis Selskabets eller et selskab, der direkte eller indirekte kontrollerer selskabets ("Moderselskabet") aktier optages til handel på en fondsbørs, et regulert marked eller en multilateral handelsfacilitet, er Selskabets bestyrelse berettiget til at bestemme, at warrants (uanset om de er modnet eller ej), som ikke er udnyttet forud for eller samtidig med optagelsen af Selskabets eller Moderselskabets aktier til handel, enten skal udnyttes eller videreføres i det tilfælde dette er muligt.

Hvis bestyrelsen ønsker at benytte denne bemyndigelse, skal der gives meddelelse til indehaverne af warrants senest samtidig med bestyrelsens meddelelse om intentionen om at optage Selskabets eller Moderselskabets aktier til handel, der udsendes før offentliggørelsen af prospekt. Meddelelsen skal indeholde oplysning om,

at indehaverens warrants er modnet og skal udnyttes inden 10 dage efter, at meddelelsen er givet til indehaverne eller at warrants videreføres (forudsat at optagelsen af Selskabets eller Moderselskabets aktier til handel gen nemføres),

at indehaverens eventuelle med-delelse om udnyttelse eller videreførelse af warrants vil blive anset for betinget,

## The legal position in the event of admission for trading (IPO), sale, liquidation, merger or demerger

Listing on a stock exchange, etc.: (A) If the Company's, or a company that directly or indirectly controls the Company's (the "Parent Company") shares are to be admitted to trading on a stock exchange, a regulated market or on a multilateral trading facility, the Company's board of directors shall be entitled to decide that warrants (whether vested or not), which have not been exercised prior to or at the same time as the admission to trading of the Company's or the Parent Company's shares, shall be either exercised or adapted to the new situation for the Company, if its operations are continued.

If the board of directors wishes to use this authorisation, the holders of warrants shall be notified at the latest when the board of directors releases the notification on intention to admit the Company's or the Parent Company's shares to trading prior to the publication of a prospectus. The notice shall contain information to the effect;

that the warrant holder's warrants are fully vested and shall be exercised within 10 days after giving notification to the holder or that warrants will be adapted to the new situation (provided that the Company's or the Parent Company's shares is admitted to trading);

that any notice from the warrant holder on exercise or adaption of warrants will be considered conditional so

- således at indehaverens warrants ikke vil blive betragtet som udnyttet eller videreført, hvis optagelsen til handel ikke gennemføres, og
- at kapitalforhøjelsen, som gennemføres ved udnyttelse af warrants, skal have virkning fra tidspunktet for optagelse til handel.
- En meddeelse om udnyttelse af warrants i forbindelse med optagelse af Selskabets eller Moderselskabets aktier på en fondsbørs, et reguleret marked eller en multilateral handelsfacilitet, som er modtaget af Selskabets bestyrelse inden for den fastsatte frist, skal anses for tilbagekaldt og uden retsvirkning, hvis introduktionsprisen på Selskabets eller Moderselskabets aktier ved optagelsen til handel er lavere end Tegningsprisen (som defineret nedenfor i pkt. 4) med tillæg/fradrag af et eventuelt Reguleringsbeløb (jf. nedenfor pkt. 5).
- Bestyrelsen er tilsvarende berettiget til at bestemme, at warrants (uanset om de er modnet eller ej), som ikke er udnyttet forud for eller samtidig med en eventuelt senere afnotering af Selskabets aktier til handel, enten skal udnyttes eller videreføres i det tilfælde dette er muligt på tilsvarende vilkår.
- (B) Bestyrelsen kan endvidere bestemme, at meddelelse om udnyttelse af warrants kan gives indenfor bestemte perioder beregnet fra færdiggørelsen og/eller godkendelse af årsrapport, offentliggørelse af kvartals- og halvårsrapport og andre tilsvarende regnskabsmæssige meddelelser.
- that the holder's warrants will not be deemed exercised or adapted if the admission to trading is not carried through; and
- that the capital increase effected in connection with exercise of the warrants shall be effective upon admission.
- A notice on exercise of warrants in connection with admission of the Company's or the Parent Company's shares on a stock exchange, a regulated market or a multilateral trading facility, which has been received by the board of directors of the Company within the prescribed time limit, shall be considered revoked and without legal effect if the introduction price of the Company's or the Parent Company's shares in connection with the admission is lower than the Subscription Price (as defined below in section 4) plus/minus any Adjustment Price (see section 5 below).
- The board of directors are correspondingly entitled to decide that warrants (whether vested or not), which have not been exercised prior to or at the same time of a potential delisting of the Company's shares, shall be either exercised or adapted to the new situation for the Company on similar terms as above.
- (B) Furthermore, the board of directors may decide that notice on exercise of warrants may only be given within specific periods of time calculated from the finalisation and/or approval of the annual report, publication of quarterly and semi-annual reports and similar accounting statements.

Warrantindehaveren skal endvidere være forpligtet til at acceptere sådanne ændringer i relation til vilkårene for warrants (som fastsat i dette bilag), der måtte være nødvendige for at Selskabet, kapitalejere og warrantindehaveren kan opfylde sine forpligtelser, navnlig oplysningsforpligtelser, overfor den relevante fondsbørs.

Salg. Hvis (i) majoriteten af stemmerettighederne eller kapitalen i Selskabet overdrages til en uafhængig tredjemand, (ii) der fremsættes overtagelsestilbud til alle Selskabets aktionærer, eller (iii) Selskabet sælger sine aktiviteter (herunder et salg af alle eller en væsentlig del af Selskabets aktiver eller immaterielle rettigheder) til en uafhængig tredjemand, er Selskabets bestyrelse berettiget til at bestemme, at warrants (uanset om de er modnede eller ej), som ikke er udnyttet forud herfor, enten skal udnyttes eller videreføres i det tilfælde dette er muligt.

Hvis bestyrelsen ønsker at benytte denne bemyndigelse, skal der gives meddelelse til indehaverne af warrants. Meddelelsen skal indeholde oplysning om,

- at indehaverens warrants er modnet og skal udnyttes indenfor en nærmere angivet frist efter, at meddelelsen er givet til indehaverne eller at warrants videreføres (forudsat at Closing gennemføres),
- at indehaverens eventuelle meddelelse om udnyttelse eller videreførelse af

The warrant holder shall furthermore be obliged to accept such amendments to the warrant terms (as stipulated in this schedule), required in order for the Company, the shareholders or the warrant holder to comply with obligations, including disclosure obligations, vis-à-vis the relevant stock exchange.

Sale. If (i) the majority of the voting rights or share capital of the Company is transferred to an independent third party, (ii) a tender offer is made to all of the Company's shareholders, or (iii) the Company sells its activities (including a sale of all or a material part of the Company's assets or intellectual property rights) to an independent third party, the Company's board of directors shall be entitled to decide that warrants (whether vested or not), which have not been exercised prior hereto, shall be either exercised or adapted to the new situation for the Company, if its operations are continued.

If the board of directors wishes to use this authorisation, the holders of warrants shall be notified. The notice shall contain information to the effect;

- that the warrant holder's warrants are fully vested and shall be exercised within a specified deadline after giving notification to the holder or that warrants will be adapted to the new situation (provided that Closing is actually carried through);
- that any notice from the warrant holder on exercise or adaption of warrants



warrants vil blive anset for betinget, således at indehaverens warrants ikke vil blive betragtet som udnyttet eller videreført, hvis ovenfor nævnte udløsende begivenhed ikke gennemføres, og

- at at tidspunktet for hvornår kapitalforhøjelsen, som gennemføres ved udnyttelse af warrants skal have virkning fra.

Bestyrelsens meddelelse kan endvidere indeholde et påkrav om, at de aktier, som erhverves ved udnyttelse af warrants, skal sælges (medsalgspligt) som en del af overdragelsen med virkning pr. closing of the transaction.

Likvidation. Hvis det besluttes at likvidere Selskabet, modner alle tildelte warrants, og indehaveren af warrants skal have skriftlig meddelelse herom. Indehaveren skal senest 4 uger herefter skriftligt meddele, om indehaveren ønsker at udnytte sine warrants helt eller delvist. I det omfang warrants ikke er udnyttet ved fristens udløb bortfalder den pågældendes warrants uden kompensation.

Fusion. Hvis det besluttes at fusionere Selskabet med Selskabet som det ophørende selskab, kan bestyrelsen beslutte, at alle tildelte warrants modner. Warrantindehaveren skal have skriftlig meddelelse herom. Indehaveren skal inden 20 dage fra modtagelsen af meddelelsen skriftligt meddele Selskabet, om indehaveren ønsker at ud-

will be considered conditional so that the holder's warrants will not be deemed exercised or adapted if the above mentioned triggering event is not completed; and

that the time for when the capital increase effected in connection with exercise of the warrants shall be effective from.

The notice of the board of directors may furthermore contain a demand to sell, as per closing of the transaction, the shares acquired by exercising warrants (drag along).

Liquidation. If it is decided to liquidate the Company, all warrants granted shall vest, and the holder of warrants shall receive written notice hereof. The holder of warrants shall, at the latest four weeks hereafter, by written notice, state whether the holder wishes to exercise his warrants fully or partially. To the extent warrants have not been exercised before the expiry of the time limit, the warrant holder's warrants shall lapse without any compensation.

Merger. If it is decided to merge the Company with the Company as the ceasing company the board of directors may decide that all warrants shall vest and the warrant holder shall receive a written notice hereof. The warrant holder shall, at the latest 20 days after the receipt of the notice, by written notice to the Company, state

nytte sine warrants helt eller delvist. Indehaverens eventuelle meddelelse om udnyttelse afgives betinget af fusionens gennemførelse. Warrants, der ikke er udnyttet ved fristens udløb, bortfalder uden kompenstation. Tegningspris eller Aktieantal skal ikke reguleres.

Bestyrelsen kan alternativt beslutte, at warrants skal berettige indehaveren til at tegne kapitalandele i det fortsættende selskab på vilkår som gør, at vilkårene for indehaveren af warrants før fusionen i videst muligt omfang er de samme efter fusionen. Aktieantallet skal justeres, hvis det i fusionsplanen fastlagte bytteforhold for aktier i det ophørende selskab (sammenlignet med værdien af kapitalandele i det fortsættende selskab) giver grundlag herfor.

Spaltning. Hvis det besluttes at spalte Selskabet, således at aktionærer i Selskabet modtager aktier i de(t) modtagende selskab(er) kan bestyrelsen beslutte, at alle tildelede warrants modner. Warrantindehaveren skal have skriftlig meddelelse herom. Indehaveren skal inden 20 dage fra modtagelsen af meddelelsen skriftligt meddele Selskabet, om indehaveren ønsker at udnytte sine warrants helt eller delvist. Indehaverens eventuelle meddelelse om udnyttelse afgives betinget af spaltningens gennemførelse. Warrants, der ikke er udnyttet ved fristens udløb, bortfalder uden kompenstation. Tegningspris og Aktieantal skal ikke reguleres.

whether the warrant holder wishes to exercise his warrants in full or partially. The warrant holder's exercise notice, if any, shall be conditional upon the merger being carried through. To the extent the warrants are not exercised within the time limits, all nonexercised warrants shall lapse without compensation. The Subscription Price/the Number of Shares shall not be regulated.

The board of directors may, alternatively, decide that the warrants shall entitle the holder to subscribe shares in the surviving company on terms that entail that the terms for the holder of warrants, to the widest possible extent, are the same after the merger. The number of shares shall be adjusted if the terms of trade set out in the merger plan for the ceasing company (compared to the value of the shares in the surviving company) provide a basis therefore.

Demerger. If it is decided to demerge the Company, so that the shareholders in the Company receive shares in the receiving company (or companies), the board of directors may decide that all warrants shall vest and the warrant holder shall receive a written notice hereof. The warrant holder shall, at the latest 20 days upon the receipt of the notice, by written notice to the Company, state whether the warrant holder wishes to exercise his warrants in full or partially. The warrant holder's exercise notice, if any, shall be conditional upon the demerger being carried through. To the extent the warrants are not exercised within the time limits, all non-exercised warrants shall lapse without compensation. The



Bestyrelsen kan alternativt beslutte, at warrantindehaveren skal modtage warrants i de(t) modtagende selskab(er) i et omfang og på vilkår som gør, at vilkårene for indehaveren af warrants før spaltningen i videst muligt omfang er de samme efter spaltningen.

Subscription Price/the Number of Shares shall not be regulated.

The board of directors may, alternatively, decide that the warrant holder shall receive warrants in the receiving company (or companies) to an extent and on terms that entail that the terms for the holder of warrants, to the widest possible extent, are the same after the demerger.

## 7 Ændringer til vilkårene

Vilkårene for tildeling og udnyttelse af Warrants kan blive ændret eller justeret af Selskabets bestyrelse eller generalforsamling, hvis sådanne ændringer eller justeringer ikke som helhed reducerer værdien af de warrants, der er tildelt warrant-indehaveren.

I tilfælde af ekstraordinære eller uforudsete omstændigheder, som kan resultere i en negativ eller positiv værditilvækst af warrants, som ikke var tilsigtet på tildelingstidspunktet, kan bestyrelsen i alle tilfælde, og efter eget skøn, og ved skriftlig meddelelse til warrantindehaveren justere antallet af warrants, tegningskurs samt vilkår for vesting og udnyttelse af warrants.

## Amendments of the terms

The terms for allotment and exercise of the Warrants may be changed and/or adjusted by the Company's board of directors or general meeting provided that such changes and/or adjustments do not – seen as a whole – reduce the value of the Warrants for the warrant holder.

In the case of extraordinary or unforeseen circumstances which may result in a negative or positive value increase of warrants which were not intended at the grant date, the Board of Directors may in any case and in its sole discretion, and by written notice to the warrant holder, adjust number of warrants, subscription price and terms for vesting and exercising warrants.

## 8 Øvrige vilkår

Generalforsamlingen har besluttet, at følgende vilkår skal gælde for udstedelsen af warrants og efterfølgende tegning af nye aktier ved udnyttelse af de udstedte warrants.

## Other terms

The general meeting has decided that the following terms shall apply to the issue of warrants and subsequent subscription of new shares by exercise of the warrants issued.

For tegning af warrants skal gælde:

- at nuværende aktionærer ikke skal have en fortegningsret til tegning af warrants,
- at warrants skal tegnes indenfor en periode fastsat af Selskabets generalforsamling eller Selskabets bestyrelse, og
- at der skal gælde indskrænkninger i omsetteligheden af warrants, idet der ikke kan ske overgang (til eje eller pant) af warrants uden bestyrelsens forudgående skriftlige samtykke.

For de nye aktier, som tegnes på grundlag af udnyttede warrants, skal det yderligere gælde:

- at beløbet, hvormed aktiekapitalen forhøjes, udgør minimum nominelt DKK 0,04 og maksimum nominelt DKK 14.554,
- at de nye aktier skal indbetales fuldt ud i kontanter ved indehaverens skriftlige meddeelse om udnyttelse af warrants,
- at de nye aktier skal være omsætningspapirer,
- at der ikke skal gælde generelle indskrænkninger i fortegningsretten, der tilkommer de nye aktier ved senere kapitalforhøjelser,
- at de nye aktier giver ret til udbytte og andre rettigheder i Selskabet fra tids-

The following shall apply to subscription of warrants:

- that current shareholders shall not have any pre-emptive rights for subscription of warrants;
- that warrants shall be subscribed within a period of time stipulated by the Company's general meeting or the Company's board of directors; and
- that limitations shall apply to the transferability of the warrants as no transfer (ownership or pledge) of warrants may take place without prior written consent from the board of directors.

For new shares subscribed on the basis of exercised warrants it shall, furthermore, apply:

- that the share capital shall be increased by minimum nominally DKK 0.04 and maximum nominally DKK 14,554;
- that the new shares shall be fully paid-up in cash at the warrant holder's written notice on exercise of warrants;
- that the new shares shall be negotiable;
- that no general limitations shall apply to the pre-emptive right of new shares in subsequent capital increases;
- that the new shares shall carry right of dividend and other rights in the Company from the time when the

punktet for den relevante kapitalforhøjelses registrering hos Erhvervsstyrelsen,

- at i det omfang, der er indtruffet ændringer i de rettigheder, der tilkommer aktionærer i Selskabet før udnyttelse af warrants, skal de nye aktier have samme rettigheder som Selskabets andre aktionærer på tidspunktet for udnyttelsen, og
- at Selskabet skal bære alle omkostninger i forbindelse med udstedelse af aktier, hvilke omkostninger skønnes at udgøre DKK 50.000 (eksklusive moms) pr. kapitalforhøjelse.

Warrantindehaverens skattemæssige konsekvenser af tildeling, ændring af disse vilkår for warrants, tegning, udnyttelse eller overgang af warrants eller overgang af tegnede aktier og enhver følge af ændringer i den nuværende skattelovgivning og -praksis er Selskabet uvedkommende.

## 9 Ejeraftale

I det omfang Selskabets aktier ikke er optaget til handel på et reguleret marked eller en multilateral handelsfacilitet skal Warrant-indehaveren som betingelse for at udnytte tildelte warrants under dette warrant program, fra første gang warrants udnyttes, hvor ved warrant-indehaveren bliver aktionær i Selskabet, underskrive selskabets til enhver tid gældende ejeraftale med-

relevant capital increase has been registered by the Danish Companies Agency;

- that to the extent the rights of the shareholders have changed before exercise of warrants, the new shares shall carry the same rights as for the Company's other shareholders at the time of the exercise; and
- that the Company shall pay all costs in relation to issue of shares, which are estimated at DKK 50,000 (excluding VAT) per capital increase.

The tax implications for the warrant holder of grant, amendments to these terms of warrants, subscription, exercise or transfer of warrants or transfer of subscribed shares and any consequences of amendments to the present tax legislation and practice shall be of no concern to the Company.

## 9 Shareholders' agreement

To the extent the Company's shares are not admitted to trading on a regulated market or on a multilateral trading facility, the warrant holder shall from the first time of exercise of Warrants whereby the warrant holder becomes a shareholder of the Company as a condition to having exercised Warrants under this program, enter into the Company's shareholders' agreement as applicable from time to time unless the Company's shareholders representing at



mindre Selskabets aktionærer der repræsenterer majoriteten af stemmerettighederne ikke anmoder herom.

**10 Ombytning med eksisterende aktier**

Selskabet er berettiget til at vælge at ombytte udnyttede warrants med eksisterende aktier i Selskabet i stedet for nytgede aktier. Ejerskab til aktierne noteres i ejerbogen mod samtidig betaling af et beløb svarende til Tegningsprisen.

least the majority of the voting rights do not make a request in this regard.

**10 Exchange with existing shares**

The Company shall be entitled to choose to exchange exercised warrants for existing shares in the Company instead of newly issued shares. Ownership to such shares shall be entered in the shareholders' register against simultaneous payment of an amount corresponding to the Subscription Price.

**11 Genanvendelse og genudstedelse**

Bestyrelsen er bemyndiget til at genanvende og genudstede warrants.

**11 Re-use and Re-issue**

The board of directors is authorised to re-use and re-issue warrants.

**12 Lovvalg og voldgift**

Disse vilkår og ethvert dokument eller enhver aftale underskrevet eller indgået i henhold til disse vilkår vedrørende udstedelse af warrants er underlagt og skal for tolkes i overensstemmelse med dansk ret.

Enhver tvist, som måtte opstå i forbindelse med disse vilkår eller ethvert dokument eller enhver aftale underskrevet eller indgået i henhold til disse vilkår vedrørende udstedelse af warrants, herunder tvister vedrørende eksistens, fortolkning, gyldighed eller ophør, skal afgøres ved dansk voldgift

**12 Governing law and arbitration**

These terms and any documents or agreements signed or entered into in accordance with these terms to issue warrants shall be governed by and construed in accordance with the Danish law.

Any dispute arising out of or in connection with these terms or any documents or agreements signed or entered into in accordance with these terms to issue warrants or the exercise of warrants, including any disputes regarding the existence, interpretation, validity or termination shall be settled by Danish arbitration arranged by



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ved Voldgiftsinstittet efter de af Voldgiftsinstittet vedtagne regler herom, som er gældende ved voldgiftssagens anlæg.

Voldgiftsretten skal have sæde i Københavns Kommune, Danmark. Voldgiften skal foretages på enten dansk eller engelsk.

Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The seat of the arbitration tribunal shall be in the municipality of Copenhagen, Denmark. The arbitration shall be conducted in either the Danish or the English language.

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