

## Articles of Association

Aquaporin A/S, CVR-no. 28315694

## **1 Name and objects**

- 1.1 The Company's name is Aquaporin A/S.
- 1.2 The objectives of the Company are to engage in research, development, production, marketing, sales and/or licensing or other related activities, including, but not limited to, with respect to selective membranes and systems for filtration of solutions. The Company may participate with capital in other enterprises and partnerships or co-operate with other businesses in situations where this, in the opinion of the Board of Directors, may contribute towards promoting the objectives of the Company.

## **2 Share capital and shares**

- 2.1 The Company's nominal share capital is DKK 10,946,154.00 divided into shares of DKK 1 each or multiples thereof.
- 2.2 The share capital has been fully paid up.
- 2.3 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.
- 2.4 The register of shareholders is kept by Computershare A/S, CVR no. 27 08 88 99.
- 2.5 The shares are negotiable instruments. No restrictions shall apply to the transferability of the shares.
- 2.6 No shares shall carry special rights.
- 2.7 No shareholder shall be under an obligation to have his/her shares redeemed in full or in part by the Company or by any third party.
- 2.8 The shares are registered with and issued in dematerialised form through VP SECURITIES A/S, CVR no. 21 59 93 36. Dividend is paid out through VP SECURITIES A/S. Rights concerning the shares shall be notified to VP SECURITIES A/S in accordance with applicable rules.

## **3 Increase of share capital**

- 3.1 At an extraordinary general meeting with effect on 8 February 2021 it was resolved to authorise the board of directors to increase the share capital of the Company on one or several occasions in the period until and including 31 January 2023 by up to a total nominal amount of DKK 1,635,000 without pre-emptive rights for all the shareholders of the Company. This does not rule out that new shares are subscribed for by some of the shareholders of the Company. The subscription shall take place by cash payment at market price determined by the board of directors and shall be at a minimum of DKK 173 per nominally DKK 1.00 share (corresponding to DKK 17,300 per nominally DKK 100 shares).
- 3.1.1 By decision of 11 June 2021, the Board has partly exercised the authorisation in article 3.1 to increase the Company's share capital following which a nominal value of DKK 1,445,087 of the authorisation has been subscribed for.
- 3.2 In the period until 30 May 2026, the Board of Directors is authorised to increase the Company's share capital in one or more issues of new shares without pre-emption rights for the Company's existing shareholders by up to a nominal amount of DKK 1,800,000. The capital increase shall take place at or above market price and may be effected by cash payment, conversion of debt or by contribution of assets other than cash.
- 3.2.1 By decision of 20 February 2023, the Board of Directors has partly exercised the authorisation in article 3.2 to increase the Company's share capital following which a nominal value of DKK 815,353 of the authorisation has been subscribed for. The Board of Directors is hereafter authorised to increase the share capital of the Company by up to a nominal amount of DKK 984,647 under article 3.2.
- 3.3 In the period until 30 May 2026, the Board of Directors is authorised to increase the Company's share capital in one or more issues of new shares with pre-emption rights for the Company's existing

shareholders by up to a nominal amount of DKK 1,800,000. The Capital increase may be effected by cash payment at a subscription price to be determined by the Board of Directors, which may be below market price.

- 3.4 In the period until 30 May 2026, the Board of Directors is authorised to increase the Company's share capital in one or more issues of new shares without pre-emption rights for the Company's existing shareholders by up to a nominal amount of DKK 300,000 in connection with the issue of new shares to members of the Executive Management and/or employees of the Company and/or of the Company's subsidiaries. The capital increase shall take place by cash payment at a subscription price to be determined by the Board of Directors, which may be below market price.
- 3.5 The capital increases that the Board of Directors are authorised to carry out pursuant to Articles 3.2 and 3.3 may not exceed a nominal amount of DKK 1,800,000, and the capital increases that the board of directors are authorised to carry out pursuant to Articles 3.4 and 4.15 may not exceed a nominal amount of DKK 500,000.
- 3.6 New shares issued pursuant to Articles 3.1, 3.2, 3.3 and 3.4 shall be paid in full, shall be issued in the name of the holder, shall be recorded in the name of the holder in the Company's register of shareholders, shall be negotiable instruments and shall in every respect carry the same rights as the existing shares. The Board of Directors is authorised to lay down the terms and conditions for capital increases pursuant to the above authorisations and to make any such amendments to the Company's Articles of Association as may be required as a result of the Board of Directors' exercise of said authorisations.

#### **4 Warrants**

- 4.1-4.10 [Intentionally left blank]
- 4.11 [Intentionally left blank]
- 4.12-4.13 [Intentionally left blank]
- 4.14 At the extraordinary general meeting with the effect on 31 January 2018, it was resolved to authorise the board of directors to issue on one or more occasions up to a total of 50,000 warrants with the right to subscribe for shares up to an aggregate amount of nominally DKK 50,000 and to on one or more occasions effect the corresponding increase of the Company's share capital by up to nominally DDK 50,000 by cash payment in connection with the exercise of the warrants (or by such a nominal amount caused by adjustment (if any) in the nominal value of the issued shares due to changes in the capital structure as laid down in the terms and conditions of the warrants issued).

According to the authorisation, warrants may be issued to employees, including the executive board, of the Company and the Company's subsidiaries, including Aquaporin Asia Pte Ltd. Warrants may also be issued to companies in which the employee in question or said board member owns all shares and voting rights.

The issuing of warrants and the increases of the share capital in this connection will take place without pre-emption rights for the existing shareholders. The price on exercise of warrants is fixed by the board of directors and may be fixed at a lower price than the market price, however not lower than a price corresponding to DKK 119.86 per share of nominally DKK 1 with the changes caused by adjustment (if any) due to changes in the capital structure as laid down in the terms and conditions of the warrants issued. The board of directors will lay down the other conditions of the warrants, including term etc. The authorisation in this article 4.14 will expire on 30 January 2023.

For shares issued as a consequence of exercise of warrants issued under this article 4.14, the following will apply:

- (a) that the shares do not confer special rights on any shareholder;

- (b) that the shares are non-negotiable instruments;
- (c) that the shares shall be registered in the name of the holder;
- (d) that restrictions apply to the negotiability of the new shares, and any transfer of shares requires approval from the board of directors in accordance with the provisions of the articles of association; and
- (e) that the shares entitle the holder to dividends and other rights in the Company from the time of the registration of the capital increase with the Danish Business Authority.

4.14.a On 27 February 2018 ("the date of the Board Resolution"), the board of directors resolved to exercise the authority granted to the board of directors at the general meeting held on 31 January 2018, cf. clause 4.14, to issue warrants ("Warrants"), and the board of directors has decided to issue a total of 10,000 Warrants each entitling to subscribe one share of a nominal value of DKK 1.00 in the Company for the price of DKK 119.86 (the "Exercise Price"). The Warrants are issued to an employee of the Company and hence without pre-emption rights for the Company's shareholders. At the same time, the board of directors passed a resolution on the cash increases of the Company's share capital relating to the Warrants of up to nominally DKK 10,000. However, an adjustment according to the terms applicable to the said Warrants may result in a larger nominal amount and/or a changed Exercise Price. The terms in Appendix 4.14.a, which constitutes an integrated part of these articles of association, apply to the said Warrants, including with regard to subscription, allotment and exercise, and to the cash increases of the capital relating to the said Warrants, including the new shares. As of 27 February 2018, 40,000 warrants remain according to the authorisation stated in article 4.14.

4.14.b On 1 July 2019 ("the date of the Board Resolution"), the board of directors resolved to exercise the authority granted to the board of directors at the general meeting held on 31 January 2018, cf. clause 4.14, to issue warrants ("Warrants"), and the board of directors has decided to issue a total of 40,000 Warrants each entitling to subscribe one share of a nominal value of DKK 1.00 in the Company for the price of DKK 157.84 (the "Exercise Price"). The Warrants are issued to certain employees of the Company and hence without pre-emption rights for the Company's shareholders. At the same time, the board of directors passed a resolution on the cash increases of the Company's share capital relating to the Warrants of up to nominally DKK 40,000. However, an adjustment according to the terms applicable to the said Warrants may result in a larger nominal amount and/or a changed Exercise Price. The terms in Appendix 4.14.a, which constitutes an integrated part of these articles of association, apply to the said Warrants, including with regard to subscription, allotment and exercise, and to the cash.

4.15 At the general meeting on 11 June 2021, it was resolved to authorise the board of directors until 30 May 2026 to issue up to a total of 500,000 warrants on one or several occasions entitling the holder to subscribe for one share with a nominal value of DKK 1 by cash payment and on one or several occasions to carry out the related share capital increase by up to a nominal value of DKK 500,000 or such an amount caused by an adjustment (if any) in the number of warrants due to changes in the capital structure. According to the authorisation, warrants may be issued to the employees, including the Executive Management, in the Company or the Company's subsidiaries. Warrants may also be allotted to companies in which the employee or board member in question owns all shares and voting rights. The issuance of warrants and the increases of the capital in this connection will take place without pre-emption rights for the existing shareholders. The price on exercise of warrants is fixed by the Board of Directors to a price which may be below the market price at the time of grant of the warrants and with the changes resulting from adjustments (if any) caused by changes in the Company's capital structure as laid down in the terms of the warrants issued. The board of directors will lay down the specific terms and conditions of the warrants. Pursuant to the provisions of the Danish Companies Act in force from time to time, the Board of Directors may reapply or reissue any lapsed non-exercised warrants, provided that such reapplication or reissue is made under the terms and conditions and within the time limits specified under this authority. Reapplication means the right of the Board of Directors to let another contractual party become a party to an already existing agreement on warrants. Reissue means the possibility for the Board of Directors to reissue new warrants under the same authorization if those already issued

have lapsed. The board of directors is authorised to amend the articles of association as required following issuance/exercise of warrants issued pursuant to this authorisation in Article 4.15.

- 4.15.a The Board of Directors has on 5 July 2021 partially exercised the authorisation in article 4.15 and has issued 61,409 warrants to the executive management and certain employees, which give the right to subscribe for nominally DKK 61,409 shares. The maximum capital increase to be subscribed on the basis of these warrants is nominally DKK 61,409, and the minimum capital increase is nominally DKK 1. The Board of Directors is hereafter authorised to issue 438,591 warrants corresponding to an increase of the Company's share capital of nominally DKK 438,591. The terms in Appendix 4.15.a, including sub-appendix 1, which constitutes an integrated part of these articles of association, apply to the said warrants.
- 4.15.b The Board of Directors has on 24 May 2022 partially exercised the authorisation in article 4.15 and has issued 15,497 warrants to the Executive Management and certain employees, which give the right to subscribe for nominally 15,497 shares. The maximum capital increase to be subscribed for on the basis of these warrants is nominally DKK 15,497, and the minimum capital increase is nominally DKK 1. The Board of Directors is hereafter authorised to issue 423,094 warrants corresponding to an increase of the Company's share capital of nominally DKK 423,094 under the authorization in article 4.15. The terms in Appendix 4.15.a, including sub-appendix 1, which constitutes an integrated part of these articles of association, apply to the said warrants.
- 4.15.c The Board of Directors has on 24 May 2022 partially exercised the authorisation in article 4.15 and has issued 214,000 warrants to the Executive Management and certain employees, which give the right to subscribe for nominally 214,000 shares. The maximum capital increase to be subscribed for on the basis of these warrants is nominally DKK 214,000, and the minimum capital increase is nominally DKK 1. The Board of Directors is hereafter authorised to issue 209,094 warrants corresponding to an increase of the Company's share capital of nominally DKK 209,094 under the authorization in article 4.15. The terms in Appendix 4.15.a, including sub-appendix 1, which constitutes an integrated part of these articles of association, apply to the said warrants.
- 4.16 The Company will keep a register of issued warrants.

## **5 General meeting, venue and notice**

- 5.1 The general meetings of the Company shall be held in the region of the Company's registered office, in Municipality of Lyngby-Taarbæk or in the Capital Region of Denmark.
- 5.2 The Board of Directors may decide to hold general meetings electronically without physical attendance. A decision to conduct a general meeting electronically requires that the general meeting can be conducted in a proper manner ensuring that shareholders will be able to exercise their shareholder rights by electronic means. If the Board of Directors decides to conduct an electronic general meeting, further details on the procedures for electronic attendance and participation will be provided on the Company's website and in the notice to convene the general meeting.
- 5.3 The annual general meeting of the Company shall be held before the end of April. The Company shall no later than eight weeks before the contemplated date of the annual general meeting publish the date of the general meeting and the deadline for submitting requests for specific proposals to be included on the agenda.
- 5.4 Extraordinary general meetings shall be held when determined by the Board of Directors or requested by the Company's auditor. Furthermore, an extraordinary general meeting shall be held when requested by shareholders possessing no less than five per cent of the share capital. Such request shall be submitted in writing to the Board of Directors and be accompanied by a specific proposal for the business to be transacted. The Board of Directors convenes an extraordinary general meeting no later than two weeks after such request has been made.
- 5.5 General meetings shall be convened by the Board of Directors with at least three weeks' and not more than five weeks' notice. The notice shall be published on the Company's website. Furthermore, a notice

of the general meeting shall be sent to all shareholders recorded in the Company's register of shareholders who have so requested.

- 5.6 For a period of at least three weeks prior to the general meeting, including the date of the general meeting, the following information shall be available on the Company's website:
- a. The notice convening the general meeting
  - b. The aggregate number of shares and voting rights as at the date of the notice
  - c. The documents to be presented at the general meeting
  - d. The agenda and the complete proposals as well as, for annual general meetings, the audited annual report
  - e. The forms to be used for voting by proxy or by postal vote.
- 5.7 General meetings shall be held in Danish or English as decided by the Board of Directors unless otherwise decided by the general meeting. Documents prepared in connection with or following a general meeting shall be in Danish or English as decided by the Board of Directors or required by applicable law.
- 5.8 The general meeting shall be presided over by a chairman appointed by the Board of Directors.

## **6 Agenda for the annual general meeting**

- 6.1 The agenda for the annual general meeting shall include the following:
- a. The Board of Directors' report on the Company's activities in the past financial year
  - b. Presentation and adoption of the annual report
  - c. Distribution of profit or covering of loss according to the adopted annual report
  - d. Resolution to grant discharge of liability to the Board of Directors and the Executive Management
  - e. Presentation of the remuneration report for the past financial year for an advisory vote
  - f. Approval of remuneration of the Board of Directors for the current financial year
  - g. Election of members to the Board of Directors
  - h. Election of auditor
  - i. Authorisation to acquire treasury shares, if relevant
  - j. Any proposals from the Board of Directors or shareholders
  - k. Any other business
- 6.2 Any shareholder shall be entitled to have a specific matter considered at the annual general meeting. Any request must be submitted in writing to the Board of Directors not later than six weeks prior to the annual general meeting.

## **7 Shareholders' attendance and voting rights at the general meeting**

- 7.1 The right of a shareholder to attend and vote at a general meeting is determined by the shares held by the shareholder at the record date. The record date is one week prior to the general meeting. The shares held by each shareholder are determined at the record date based on the registration of the number of shares held by that shareholder as registered in the Company's register of shareholders as well as on any notification of ownership received by the Company at the record date for the purpose of registration in the Company's register of shareholders, which have not yet been registered.

- 7.2 A shareholder who is entitled to attend the general meeting pursuant to Article 7.1 and who wants to attend the general meeting shall notify the Company of its attendance not later than three days prior to the date of the general meeting.
- 7.3 A shareholder may attend in person or by proxy, and the shareholder or the proxy may attend together with an adviser.
- 7.4 The right to vote may be exercised by a written and dated instrument of proxy in accordance with applicable law.
- 7.5 A shareholder who is entitled to participate in the general meeting pursuant to Article 7.1 may vote by postal vote in accordance with the provisions of the Danish Companies Act. Such postal votes shall be received by the Company not later than the business day before the general meeting. Postal votes cannot be withdrawn.

7.6 Each share capital amount of nominally DKK 1 shall carry one vote.

## **8 Resolutions at general meetings**

- 8.1 Resolutions by the general meeting shall be passed by a simple majority of votes cast unless otherwise prescribed by law or by these Articles of Association.
- 8.2 Adoption of changes to these Articles of Association, dissolution of the Company, merger or demerger requires that the decision is adopted with at least 2/3 of the votes cast as well as the share capital represented at the general meeting, unless applicable laws prescribe stricter or less strict adoption requirements or applicable laws confer independent competence to the Board of Directors or other bodies.

## **9 Board of Directors**

- 9.1 The Board of Directors consists of not less than three and not more than ten members elected by the general meeting for a term of one year. Re-election of board members may take place.
- 9.2 The Board of Directors elects a Chairman and a Deputy Chairman among its members. If the Chairman of the Board of Directors resigns during a term of election, the Deputy Chairman shall take up the position as Chairman and a new Deputy Chairman shall be elected among the Board of Directors until the Board of Directors elects a new Chairman among the members of the Board of Directors.
- 9.3 Resolutions of the Board of Directors are passed by simple majority. In the event of an equality of votes, the Chairman shall have a casting vote, or – in the Chairman's absence – the Deputy Chairman shall have the casting vote.
- 9.4 The Board of Directors forms a quorum when more than half of its members are represented, including the Chairman or the Deputy Chairman.
- 9.5 The Board of Directors is authorised to pass one or more resolutions to distribute interim dividends.

## **10 Executive Management**

- 10.1 The Board of Directors appoints an Executive Management consisting of one to five members to be in charge of the day-to-day management of the Company.

## **11 Rules of signature**

- 11.1 The Company shall be bound (i) by the joint signatures of the Chairman and a member of the Executive Management, (ii) by the joint signatures of the Deputy Chairman and a member of the Executive Management, (iii) by the joint signatures of a member of the Board of Directors and the Chief Executive Officer or (iv) by the signatures of the entire Board of Directors.

## **12 Communication and corporate language**

- 12.1 All communication from the Company to the individual shareholders, including notices convening general meetings, may take place electronically by posting on the Company's website or by email. General

notices shall be published on the Company's website and in such other manner as may be prescribed by applicable law. The Company may as an alternative choose to send notices, etc. by ordinary post.

- 12.2 Communication from a shareholder to the Company may take place by email or by ordinary post.
- 12.3 Each shareholder is responsible for ensuring that the Company has the correct email address at all times. The Company is not obliged to verify such contact information or to send notices in any other way.
- 12.4 The Company's website contains information about system requirements and electronic communication procedures.
- 12.5 Company announcements shall be prepared in English and, if decided by the Board of Directors, in Danish.
- 12.6 The Company's corporate language is English.

### **13 Annual report**

- 13.1 The Company's annual accounts shall be audited by a state-authorized public accountant elected by the general meeting for a one-year term. Re-election may take place to the extent permitted under applicable law.
- 13.2 Annual reports shall be prepared in English and, if decided by the Board of Directors, in Danish.

### **14 Financial year**

- 14.1 The Company's financial year is the calendar year.

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As adopted at the Company's annual general meeting on 11 June 2021, amended following decision by the board dated 11 June 2021 as executed 30 June 2021, amended on 23 June 2021 in connection with the exercise of warrants, following decision by the board dated 5 July 2021, on 13 September 2021 in connection with the exercise of warrants, on 24 May 2022 by resolution by the Board of Directors in connection with the issuance of warrants and latest amended on 20 February 2023 by resolution by the Board of Directors in connection with exercise of authorisation to increase share capital.



## Appendix 4.14.a to The Articles of Association of Aquaporin A/S

### Warrants

1. INTRODUCTION
  - 1.1 Use and terms. This Appendix 4.14.a to the Articles of Association of Aquaporin A/S, CVR no. 28 31 56 94, (the "Company"), sets out the terms and conditions laid down by the board of directors of the Company for the warrants ("Warrants" and individually "Warrant"), which according to the Company's Articles of Association, are to be covered by this Appendix 4.14.a, and for the related capital increases (the content of this Appendix is hereinafter referred to as the "Terms"), however the Terms may have been deviated from in the board resolution as described in articles of the Company's Articles of Association that refer to this Appendix.
  - 1.2 Beneficiaries. The shareholders of the Company shall not hold pre-emption rights to the Warrants. Warrants are issued to the benefit of certain members of the Company's board of directors and/or employees, including members of the executive board, in the Company or the Company's direct or indirect subsidiaries (each a "Group Company" and collectively the "Group", including Aquaporin Asia Pte Ltd. (collectively the "Employees" and individually an "Employee"). Where the Employee is a member of the Company's board of directors, but not employed, the concept "employment" relates to the Employee's formal membership of the Company's board of directors.
2. SUBSCRIPTION OF AND CONSIDERATION FOR WARRANTS
  - 2.1 Subscription of Warrants. Employees may subscribe Warrants in the period stated in the Subscription Agreement by signing a separate subscription agreement ("Subscription Agreement").
  - 2.2 No consideration for Warrants. No consideration is paid for the allotment of the Warrants.
3. ALLOTMENT OF WARRANTS
  - 3.1 Allotment of warrants conditional on employment. The allotment of Warrants is conditional and will take place on three allotment dates. 1/3 of the Warrants subscribed by the Employee (the "Subscribed Warrants") will be allotted eight weeks after the date of the board of directors' resolution to issue the Subscribed Warrants (the "Board Resolution"); 1/3 of the Subscribed Warrants will be allotted on the first anniversary of the Board Resolution; and the last part of the Subscribed Warrants will be allotted on the second anniversary of the Board Resolution. The date of the Board Resolution appears from the Articles of Association. The Employee will be allotted Warrants on the individual date of allotment if the Employee's employment with the Group has not ceased at the time of allotment (but see clause 10.2). This applies regardless of who terminates the employment and regardless of the cause of the termination, including if the Group Company in which the Employee is employed ceases to be a direct or indirect subsidiary of the Company, or if the Employee's employment is transferred to a company outside the Group.
  - 3.2 Non-allotted Warrants. Warrants not yet allotted may not be exercised.
  - 3.3 Rounding down. Where the calculation of the number of Warrants to be allotted on a specific date does not result in a whole number of Warrants, the number shall be rounded down to the first whole number of Warrants.

- 3.4 Exercise price. The individual Warrant entitles, but does not obligate, the Employee to subscribe one share of a nominal value of DKK 1.00 in the Company at the exercise price fixed by the board of directors of the Company at the time of issue of the Warrant (the "Exercise Price") with any adjustments and on the terms and conditions described herein. According to these Terms, the Exercise Price shall be adjusted in certain circumstances, but the Exercise Price may not at any time be lower than par value, and each share of a nominal value of DKK 1.00 shall therefore be subscribed at DKK 1.00 as a minimum, whether the adjustment mechanisms of the Terms might result in a lower Exercise Price.

#### 4. ORDINARY EXERCISE OF WARRANTS

- 4.1 Exercise. Unless otherwise prescribed below, allotted Warrants may be exercised at any time within the exercise period ("Exercise Period"), which means the period from the third anniversary of the Board Resolution, see clause 3.1, until the fifth anniversary of the Board Resolution, see clause 3.1. Where the Company's shares have been admitted for listing on a regulated market place, allotted Warrants may only be exercised in each of the Windows (as defined below), which are open in the Exercise Period.

"Window" shall mean a period of four weeks from the publication of the Company's financial statements and the publication of the Company interim financial statements, respectively. An Employee may give notice of exercise of allotted Warrants on several occasions, but if the Employee fails to exercise all the allotted Warrants, the Employee shall as a minimum exercise 25 % at a time of the total number of existing Warrants allotted to the Employee based on these Terms.

- 4.2 Inside information. Where the Company's shares have been admitted for listing on a regulated market place, the Employee may not exercise allotted Warrants if the Employee is in possession of inside information (as defined in the legislation in force from time to time, currently the market abuse regulation) about the Company or a Group Company. Where an Employee is in possession of inside information in the last window of the Exercise Period, the Employee is entitled - notwithstanding the above - to exercise allotted Warrants in the next Window (the "Extraordinary Window") after the fifth anniversary of the Board Resolution where the Employee is not in possession of inside information, and the Exercise Period for the Employee in question shall be considered extended until and including the Extraordinary Window.
- 4.3 Lapse of Warrants. Warrants not exercised on or before the expiry of the Exercise Period shall lapse automatically without notice and without compensation at the expiry of the Exercise Period.

#### 5. PROCEDURE FOR EXERCISE OF WARRANTS

- 5.1 Procedure for exercise. Where an Employee wishes to exercise allotted Warrants wholly or partly, the Employee shall give notice in writing ("Notice of Exercise") to the Company (attn.: the chairman of the board). The notice must contain information as to how many Warrants the Employee wishes to exercise and, if the Company's shares have been admitted for listing on a regulated market place, to which custody account they are to be transferred. The Company must receive the Notice of Exercise (i) if the Company's shares have been admitted for listing on a regulated market place before the expiry of a Window in the Exercise Period and otherwise (ii) before the expiry of the Exercise Period. No later than on the date of the Notice of Exercise, the Employee shall make a cash payment or electronic transfer of the exercise amount (the "Exercise Amount") to the Company's account. The Exercise Amount must equal the Exercise Price (if required, adjusted according to clause 6 multiplied by the number of shares (if required, adjusted according to clause 6 below), which the exercised Warrants entitle the Employee to acquire.

- 5.2 Delivery of shares. Where an Employee exercises all or parts of allotted Warrants in accordance with these Terms, provided that the Exercise Amount has been duly paid, the subscribed shares shall be delivered at a time determined by the Company; the shares cannot be delivered until the capital increase in connection with the exercise has been registered with the Danish Business Authority. Where the Company's shares have been admitted for listing on a regulated market place, the Company shall make efforts to deliver the shares within 90 calendar days after the Company has received the Employee's notice of exercise of Warrants.
- 5.3 Right to cash settlement. Where the Company's shares have been admitted for listing on a regulated market place, the board of directors of the Company may decide to pay a cash amount to the Employee (cash settlement), notwithstanding clause 5.2, equalling the amount by which the market place of the Company's shares exceeds the Exercise Price (if required, adjusted according to clause 6 instead of delivering the shares relating to the Warrants; any Exercise Amount paid by the Employee shall in that case be repaid. Where the board of directors of the Company wishes to exercise the right to cash settlement, the board of directors shall notify the Employee within 90 calendar days after the Company's receipt of the Employee's Notice of Exercise, see clause 5.1. The board of directors may also decide to make a cash settlement in other specific cases, see clause 6.13. The tax implications for the Employee of a cash settlement are of no concern to the Company.
6. ADJUSTMENT OF EXERCISE PRICE/NUMBER OF SHARES, MERGER, DEMERGER, ETC. ADVANCED ALLOTMENT AND EXERCISE DATE, ETC.
- 6.1 Any changes in the Company's capital giving rise to adjustments. Where the Company - in the period until exercise of a Warrant - resolves to:
- (a) issue bonus shares;
  - (b) reduce the Company's share capital with a view to covering losses; or
  - (c) reduce the Company's share capital with a view to establishing a special reserve under section 188 (1), no. 3 of the Danish Companies Act;  
and provided that such change results in a dilution or increase of the value of the Warrant in question, the Exercise Price and/or the number of shares that may be subscribed under the Warrant in question shall be adjusted (to the extent permitted by legislation) so as to compensate for the dilution or increase, if any, of the value of the Warrant caused by the resolution.
- 6.2 No adjustment. Where the Company - in the period until exercise of a Warrant - resolves to:
- (a) increase the Company's share capital by other means than an issue of bonus shares, whether at a price lower than the market price of the Company's shares at the time of the issue;
  - (b) issue convertible instruments of debt, whether they entitle the Employee to subscribe shares in the Company at a price lower than the market price of the Company's shares at the time of the issue;
  - (c) distribute dividend;
  - (d) issue new warrants, whether they entitle the Employee to subscribe shares in the Company at a price lower than the market price of the Company's shares at the time of the issue;
  - (e) acquire shares (treasury shares) in the Company, whether at a price higher than the market price at the time of the acquisition; or
  - (f) reduce the Company's share capital for any other purpose than the purposes stated in clauses 6.1(b) and 6.1(c) above, whether at a price higher than the market price of the Company's shares at the time of the reduction of the capital;  
the legal position of the Warrant will remain unchanged.

- 6.3 Merger. Where - in the period until the exercise of a Warrant - the Company resolves to merge with the Company as the discounting company, the Employee shall receive warrants in the continuing company to subscribe shares to an extent and on terms entailing that the terms of the Employee's warrants after the merger are the same as before the merger wherever possible. The number of subscribable shares and/or the Exercise Price must be adjusted if the rate of exchange of shares in the discontinuing company determined in the merger plan (compared to the value of the shares in the continuing company) gives grounds for such adjustment; such adjustment shall ensure that the value of non-exercised Warrants immediately after the merger equals the value of non-exercised Warrants immediately before the merger.
- 6.4 Exchange of shares. Where it is finally resolved to implement an exchange of shares whereby all the Company's shares are transferred to another company with consideration in shares in the receiving company, clause 6.3 on merger with the Company as the discontinuing company shall apply correspondingly.
- 6.5 Demerger. Where - in the period until exercise of a Warrant - it is finally resolved to dissolve the Company by way of a demerger, the Employee shall receive warrants of an equal value in the company in which the Employee is employed or otherwise attached after the demerger. Where the Employee is no longer employed with/a member of the board of directors of the Company or a Group Company, the Employee shall receive warrants in the receiving company/-ies, the total value of which must equal the value of the Employee's allotted Warrants prior to the demerger, pro rata to the demerger ratio. The Employee's warrants in the receiving company/-ies entitle the Employee to subscribe shares in the receiving company/-ies to an extent and on terms entailing that the terms of the Employee's warrants after the demerger are the same as before the demerger, wherever possible; such adjustment shall ensure that the value of non-exercised Warrants immediately after the demerger equals the value of non-exercised Warrants immediately before the demerger.
- 6.6 Advancing allotments. Notwithstanding clause 6, the Company may demand in the situations mentioned in clauses 6.3 - 6.5 that the Employee exercise all the Warrants allotted but not yet exercised. Where the Company demands that the Employee exercise all the Warrants allotted, but not yet exercised, all non-allotted Warrants will be allotted at the same time, meaning that all the Employee's subscribed Warrants are allotted with immediate effect. These Warrants shall be exercised in accordance with the provisions in clauses 6.6 and 6.7.
- 6.7 Notice. The board of directors of the Company shall give each Employee notice in writing about any resolutions passed in accordance with clause 6.6. Thereafter, the Employee shall inform the Company within 30 calendar days of the notice whether he wishes to exercise all his Warrants and within the same time limit make a cash payment of the Exercise Amount to the Company's account. Where the Employee elects not to exercise the Warrants or fails to pay the Exercise Amount, they will lapse automatically without notice and compensation.
- 6.8 Transfer. Where – in the period until exercise of a Warrant – 100 % of the shares in the Company (without the matter being covered by clause 6.4) is sold to a third party (the "Transfer"), the Company is entitled to advance the Exercise Period of the Warrants by giving notice in writing to the individual Employee to exercise his Warrants within 2 (two) weeks; all not yet allotted Warrants thus being allotted at the same time so that all the Employee's subscribed Warrants are immediately allotted to the individual Employee. The notice must be given to the Employee within 3 (three) months of the Transfer having taken place. The Employee's Notice of Exercise must be given in accordance with the procedure stated in clause 5. Any warrant not exercised by the Employee before the expiry of the time limit of two weeks to give notice of exercise will lapse automatically without notice and without compensation.
- 6.9 Delisting. Where the Company's shares have been admitted for listing on a regulated market place, a subsequent delisting of the Company will entitle and obligate the Company to advance the Exercise Period of the Warrants by giving notice in writing to the individual Employee to exercise his Warrants within two weeks; all not yet allotted Warrants thus being allotted at the same time so that all the Employee's Subscribed Warrants are immediately allotted to the individual Employee. Notice must be given to the Employee within three weeks of the delisting. The Employee's Notice of Exercise must be given in accordance with the procedure stated in clause 5. Any Warrant not exercised by the Employee before the expiry of the time limit of two weeks to give notice of exercise will lapse automatically without notice and compensation.

- 6.10 Other changes in the Company's capital structure. Where - in the period until exercise of a Warrant - the Company resolves to change the Company's capital structure by other means than described in clauses 6.1 - 6.5, the legal position of the Warrant remains unchanged.
- 6.11 Statement of adjustment of shares and Exercise Price respectively exchanged to new warrants. Where the Company resolves to make any of the changes in clause 6.1, the Company's board of directors shall ask the Company's auditor to provide a statement of (a) whether an adjustment of the Exercise Price and/or the number of shares subscribable under the Warrant is required according to such provisions and (b), if such provision prescribes an adjustment, the nature and scope of such adjustment. This applies likewise in respect to the calculation of the exchange to new warrants and the terms and conditions of such warrants in case of any of the events in clauses 6.3 – 6.5 unless the Company has applied clause 6.6. The Company shall immediately after having received the auditor's statement provide a copy thereof to the Employee. The conclusion in the auditor's statement is binding on the Company and the Employee and may not be subject to any objections or disputes, including without limitation clause 13. The costs for the auditor are paid by the Company.
- 6.12 Exercise Price not lower than par value. Where adjustments pursuant to this clause 6 lead to the Exercise Price being lower than par value, the Warrant may, in general, not be exercised. The Employee may, however, exercise the Warrant if he accepts that the Exercise Price is increased to par value without the Employee being entitled to compensation.
- 6.13 Cash settlement. In case of an advanced allotment according to clause 6.6, 6.8 or 6.9 (the "Event"), the Company is also entitled to inform the Employee that the Company will make a cash settlement of the Warrants instead of delivering shares, and the Company may demand that the Warrants be sold to the Company or order. Where the Company's shares have been admitted for listing on a regulated market place, the amount to be paid to the Employee shall be calculated in accordance with clause 5.3. If not, the amount to be paid to the Employee is calculated at the value of the individual share which the Warrant entitles the Employee to acquire, deducting the Exercise Price, and the value of the share is fixed at the measured price per share obtained in connection with the merger, demerger, exchange of shares, etc.; always provided that the value shall be fixed by the Company's auditor if a cash price has not been fixed for the Company's shares in connection with the Event. In that case, the Company shall immediately after having received the auditor's measurement inform the Employee about the result, and the Employee shall have access to review the auditor's statement concerning the measurement, if requested. The auditor's measurement is binding on the Company and the Employee and may not be subject to any objections or disputes, including without limitation clause 13. Any Exercise Amount paid by the Employee to the Company in connection with exercise of the Warrants shall be repaid as per settlement according to this clause 6.13. The tax implications for the Employee of settlement according to this clause 6.13 are of no concern to the Company.
- 6.14 Automatic cancellation. Where the Company has notified the occurrence of an event as described in clause 6.6, 6.8 or 6.9, and the event does not occur, the Company's notice under clause 6.6, 6.8 and 6.9 shall lapse automatically and without notice, including the Employee's Exercise Notice (in relation to exercise of Warrants), and at the same time any advancing of the allotment of Warrants is cancelled.

## 7. LEGAL POSITION IN CASE OF LIQUIDATION

- 7.1 Automatic exercise of Warrants upon liquidation. Where the Company is liquidated, all allotted Warrants are considered automatically exercised. The Employee is thus unable to acquire the shares which the Warrants entitle the Employee to acquire, but the Employee is entitled to receive a cash amount (cash settlement) within 30 calendar days after the Company has been liquidated, equalling the amount by which the market price of the Company's shares exceeds the Exercise Price (if required, adjusted according to clause 6) at the time of the liquidation multiplied by the number of shares (if required, adjusted according to clause 6), which the Employee could otherwise have acquired according to the non-exercised, allotted Warrants. Market price shall in this connection be construed as the liquidation proceeds which the Employee would have received if the Employee had exercised all his allotted Warrants at the time of the liquidation (with the deduction of the Exercise Amount).

- 7.2 Lapse of Warrants. Where the Exercise Price (if required, adjusted according to clause 6) equals or exceeds the market price of the Company's shares, see clause 7.1, such allotted Warrants will be considered non-exercised in connection with the liquidation, and such Warrants will thereafter lapse automatically without notice and compensation at the time of the liquidation. Any Warrants not allotted shall also lapse automatically without notice and compensation at the time of the liquidation.
- 7.3 Notice of liquidation. Within 14 calendar days of a resolution to liquidate the Company, the Company shall notify the Employee in writing.

## 8. TERMS OF THE SHARES

8.1 Terms of the new shares. The following terms apply to shares subscribed in connection with the exercise of a Warrant:

- (a) The Company's shareholders shall not hold pre-emption rights to shares acquired on exercise of a Warrant;
- (b) The shares shall be issued in shares of DKK 1.00 or multiples thereof;
- (c) The subscription amount, which must equal the Exercise Amount, shall be paid by the Employee at the time of the Employee's issue of the Notice of Exercise to the Company. The subscription amount shall be paid either in cash or by electronic transfer to an account designated by the Company. In case of the Employee's failure to pay the Exercise Amount in time, the Notice of Exercise will lapse and will be deemed not to have been issued by the Employee;
- (d) The shares shall be non-negotiable instruments;
- (e) No share shall confer special rights on any shareholder;
- (f) The shares shall entitle the Employee to dividend and other rights in the Company from the date of registration of the relevant capital increase with the Danish Business Authority;
- (g) Restrictions shall apply to the negotiability of the shares, and any transfer of shares requires approval from the board of directors in accordance with the provisions of the articles of association; and
- (h) The shares shall be subject to the same other rights and obligations as laid down in the Company's articles of association.

In case of an amendment to the Articles of Association prior to the exercise of a Warrant, any such amended rights and obligations shall apply to the Warrant and to all shares subscribed in connection with the exercise of a Warrant.

## 9. SHAREHOLDERS' AGREEMENT

9.1 Obligation to accept shareholders' agreement. Where the Company's shares have not been admitted for listing on a regulated market place, the Employee is upon exercise of allotted Warrants obligated to accept the shareholders' agreement for the Company in force from time to time.

## 10. TERMINATION OF EMPLOYMENT

10.1 "Good leaver" - allotted, non-exercised Warrants. Where an Employee ceases to be employed with the Group as a so-called "good leaver", all the Employee's allotted, non-exercised Warrants remain on unchanged terms. The Employee is a "good leaver" in the following situations:

- (a) The Employee terminates his employment due to the employer's material breach of the employment; or

- (b) the Employee is terminated by the employer without the termination being caused by the Employee's breach of the employment; or
  - (c) the Employee (i) reaches the age of retirement from the Employee's profession or from the employer, or the Employee may receive state pension or retirement pension from the employer, or (ii) becomes incapacitated for work due to a permanent illness; or
  - (d) the Group Company in which the Employee is employed ceases to be a Group Company, or
  - (e) the Group Company in which the Employee is employed sells or otherwise transfers all or parts of its activities, including the Employee's employment, to a purchaser outside the Group as part of a corporate acquisition. In case of either situation (a) or (b), the termination of employment will be counted from the time when the Employee's employment contracts expires (the "Date of Termination"). As regards the situations mentioned in (c), where notice of termination is not to be given to the Employee, the Date of Termination will be the date when the situation in question occurs. With reference to the situation mentioned in (d) and (e), the Date of Termination will be the date when the Employee's employment is transferred to a company outside the Group.
- 10.2 "Good leaver" - subscribed, but not yet allotted Warrants. Where the Employee is a good leaver as defined in clause 10.1, and the Date of Termination has occurred before the last allotment of the subscribed Warrants, the Employee shall receive a proportionate share of the Warrants which would otherwise have been allotted to the Employee at the next relevant date of allotment. Clause 3.3 shall apply to the calculation of the number of Warrants.
- 10.3 "Bad leaver". Where the Employee ceases to be employed with the Group, and the termination occurs for other causes than described above in clause 10.1, (i) the Company is entitled and obligated to advance the date of exercise of the Employee's allotted Warrants by giving notice in writing to the individual Employee to exercise his allotted Warrants within 2 (two) weeks. Where the Employee does not exercise the allotted Warrants or fails to pay the Exercise Amount within the time limit, the allotted Warrants will lapse automatically without notice and compensation. In addition, not yet allotted Warrants will lapse, and no additional Warrants will be allotted according to the principles in clause 10.2. The Warrants will lapse automatically without notice and without compensation on the Date of Termination.
- 10.4 Still employed with the Group. Where the Employee ceases to be employed with one Group Company and becomes employed with another Group Company, this situation will not be considered covered by the above provisions in clauses 10.1 - 10.3, and the Employee will maintain the Warrants on unchanged terms.
- 10.5 Death. In case of the Employee's death, the right to the Employee's allotted Warrants will pass to the Employee's beneficiaries. The Employee's beneficiaries will further be allotted a proportionate share of the Warrants which would otherwise have been allotted to the Employee on the next relevant Date of Allotment. Any allotted, non-exercised Warrants shall be exercised within six months after the Employee's death, but no later than within the Exercise Period. Where the allotted Warrants have not been exercised within said period, they will lapse automatically without notice and without compensation.

## 11. TRANSFER OF THE WARRANT

- 11.1 The Warrant is a non-negotiable instrument. The Warrants may not be subject to execution. Any transfer whether for ownership or as security, or other assignment of this Warrant, including in case of division of property, may only take place with written consent from the board of directors, which consent may be given, refused or made conditional at the board of directors' discretion (however, except a transfer due to the Employee's death, in which case the board of directors shall approve the transfer to the Employee's closest relatives, mortis causa).

12. LAPSE OF THE WARRANT

- 12.1 Unless the Warrant has lapsed previously, the Warrant will lapse automatically without notice and without compensation to the Employee if the Warrant has not been exercised on or before the fifth anniversary of the Board Resolution, see clause 3.1, cf. clause 4.2 on the Extraordinary Window.

13. ARBITRATION AND GOVERNING LAW

- 13.1 Any dispute arising out of or in connection with the Warrant and/or this appendix to the Company's Articles of Association is to be settled with final and binding effect under the "Rules of procedure for arbitration proceedings at the Danish Institute of Arbitration (Danish Arbitration)". The arbitration tribunal shall decide on costs; however, the costs shall be allocated so that the Company will reimburse those of the Employee's costs in connection with the arbitration proceedings, which exceed the costs which would have been imposed on the Employee if the dispute had been heard before the ordinary courts.
- 13.2 The Warrant, including the subscription, allotment and exercise, shall be governed by and construed in accordance with Danish law, save for the Danish choice of law rules.

14. COSTS

- 14.1 The Company shall pay its own costs in connection with the issue and exercise of the Warrant and the capital increase in this connection.

15. TAXATION OF THE EMPLOYEE

- 15.1 The Company and the Employee have agreed that the Warrants for Employees liable to pay income tax in Denmark shall as far as possible be taxed according to the rules in section 7P of the Danish Tax Assessment Act.
- 15.2 Neither the Company nor the Company's board of directors, executive board or advisers undertake any responsibility for the tax implications of the Employee's subscription and exercise of the Warrant. Each Employee has prior to the subscription of the Warrant been requested to obtain independent advice on the potential tax implications of the subscription and exercise of the Warrant.



## Appendix 4.15.a to the Articles of Association of Aquaporin A/S – Warrant terms

The warrants issued by Aquaporin A/S' (the "Company") board of directors, cf. article 4.15 of the Articles of Association, are subject to the following general terms and is supplemented by any additional terms set out in Sub-appendix 1 and the subscription documentation provided to the warrant holder concerned in connection with the grant:

### **1 Subscription**

- 1.1 Warrants are granted free of charge or against compensation as determined by the Company's board of directors upon grant. Upon vesting, each warrant grants the warrant holder the right to subscribe for one share with a nominal value of DKK 1.
- 1.2 Sub-appendix 1 to this Appendix 4.15.a includes an overview of the total amount of warrants granted pursuant to Appendix 4.15.a, including details regarding grant date, exercise price, exercise period and a summary of other material specific terms, if any.

### **2 Grant and lapse of warrants in connection with termination of employment**

- 2.1 Warrants are granted by the board of directors in accordance with an authorisation pursuant to the Company's Articles of Association or by the general meeting of the Company. The warrant holder is not entitled to further grants of warrants if the warrant holder's relation to the Company ceases.
- 2.2 In the event that the warrant holder's relation to the Company ceases and the warrant holder is a Good Leaver (as defined below), the warrant holder maintains all non-exercised warrants on the terms set out in this Appendix 4.15.a regardless of whether they are vested or not.
- 2.3 In the event that the Warrant holder's relation to the Company ceases and the warrant holder is a Bad Leaver (as defined below), all non-exercised warrants will lapse at the time of the cessation without further notice and without compensation regardless of whether they are vested or not.
- 2.4 A "Bad Leaver" means the following scenarios:
  - a) The Company's termination of the warrant holder's relation to the Company due to the warrant holder's breach of contract with the Company, including dismissal; or
  - b) The warrant holders' termination of the warrant holder's relation with the Company, without the Company being in material breach of the relevant contract with the warrant holder.
- 2.5 A "Good Leaver" means the following scenarios: any cessation of a warrant holder's relation with the Company, except in cases where the warrant holder is a Bad Leaver. Notwithstanding the foregoing sentence, a warrant holder will also be considered a "Good Leaver" in case of the situations set out in sections 2.6 and 2.7 below.
- 2.6 Upon the warrant holder's death, the warrant holder will be considered a good leaver and the warrant holder's estate shall be entitled to receive and exercise all non-exercised warrants on the terms set out in this Appendix 4.15.a regardless of whether they are vested or not.
- 2.7 Upon age-related retirement or becomes incapacitated for work due to a permanent illness, the warrant holder will be considered a good leaver and the warrant holder maintains all non-exercised warrants on the terms set out in this Appendix 4.15.a regardless of whether they are vested or not.

- 2.8 Notwithstanding the above, the board of directors is entitled on an individual basis to decide that a warrant holder may (a) maintain a number of warrants upon the cessation of the warrant holder's relation with the Company or (b) receive compensation for lapse of warrants. Such decision in relation to one warrant holder shall not affect the lapse or compensation for lapse of other warrant holders' warrants, unless the board of directors decides otherwise.

### 3 Exercise and vesting

- 3.1 Exercise of warrants cannot take place before 36 months vesting period after the date of grant or within a period otherwise stipulated by the board of directors upon grant.
- 3.2 Vested warrants may be exercised by written notice to the Chairman of the board of directors by email to [investorrelations@aquaporin.com](mailto:investorrelations@aquaporin.com) within four (4) weeks from publication of the Company's annual report, interim reports or trading statements ("**Exercise Window**"), provided that the warrants in question have vested and not lapsed. However, warrants may be exceptionally exercised in accordance with the extraordinary circumstances set out in section 6 below.
- 3.3 Warrants granted which have not been exercised at the latest two (2) years after vesting i.e. the time where the warrants in question at the earliest may be exercised ("**Exercise Period**"), shall lapse without notice or compensation, unless the board of directors has decided another deadline. Warrants not vested cannot be exercised.
- 3.4 As long as the Company's shares are admitted to trading on a regulated market or multilateral trading facility, the warrant holder may not exercise warrants if the warrant holder is in possession of inside information about the Company. Where a warrant holder is in possession of inside information in the last window of the Exercise Period, the Chairman of the board of directors may allow the warrant holder - notwithstanding the above - to exercise warrants in the next Exercise Window, where the warrant holder is not in possession of inside information, and the Exercise Period for the warrant holder in question shall be considered extended until and including such Exercise Window.
- 3.5 The warrant holder's written notice to the Chairman of the board of directors regarding exercise shall include information on the number of warrants being exercised and information on the warrant holder's VP share deposit account where the shares shall be delivered to.
- 3.6 The written notice shall be received by the Company no later than on 12:00 pm CET on the last day of the exercise period.
- 3.7 The Company will subsequently instruct the warrant holder of the practical arrangements in respect of the exercise and will fix a time limit of at least three (3) working days for the payment of the subscription price amount based on the Exercise Price (as defined in section 4 below) to a bank account notified by the Company. The Company shall in any case receive the subscription amount no later than by 4 p.m. CET the day after expiration of the Exercise Window. If the warrant holder does not comply with the Company's instructions, the Company may deem the request for exercise as lapsed.
- 3.8 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 expiry of the Exercise Window.
- 3.9 As long as the Company's shares are admitted for trading on a regulated market or multilateral trading facility, the Company shall provide for the newly issued shares to be admitted for trading and be transferred to the warrant holder's VP share deposit account as soon as possible hereafter.

- 3.10 Moreover, as long as the Company's shares are admitted to trading on a regulated market or multilateral trading facility, the warrant holder's exercise of warrants and the subsequent holding of shares must comply with the applicable rules from time to time for shares admitted to trading on the market which the Company has its shares admitted to.

#### 4 Exercise Price

- 4.1 Shares shall be subscribed at a price determined by the board of directors upon grant (the "**Exercise Price**"). The Exercise Price is stated by the board of directors in the subscription documentation and is also inserted in Sub-appendix 1.

#### 5 Adjustment of Exercise Price or Number of Shares

- 5.1 If the Company's capital structure is changed in such a way as to directly cause a reduction or an increase of the value of the warrants, the board of directors shall may (but shall not be obliged to other than in the situations set out in section 5.3) make an adjustment of the Exercise Price and/or the number of shares, which may be subscribed for when exercising warrants (the "**Number of Shares**"), so that the value of the warrants remains unaffected by the modification, with the hereto mentioned exceptions.
- 5.2 The price with which the Exercise Price may be adjusted, cf. this section 5, are referred to as the "**Adjustment Price**".
- 5.3 Adjustment of the Exercise Price and/or the Number of Shares must take place, if the following events occur before the warrant holder has exercised the warrants with the exceptions and modifications set out in section 5.4 below:
- a) the Company's issue of bonus shares;
  - b) increase of the Company's share capital at a price, which is lower than the market price, except in case of a rights issue;
  - c) modification of the nominal amount of the Company's shares without modifying the Company's share capital respectively;
  - d) payment of dividend connected to and after divestment or licensing of a material part of the Company's or the subsidiary's assets, where the assets or the remuneration for the assets constitute more than 50% of the Company's book value; and
  - e) reduction of the Company's share capital by payment to the shareholders at a price higher than the market price.
- 5.4 No adjustment of the Exercise Price and/or the Number of Shares will take place as a result of:
- a) an increase or reduction of the Company's share capital e.g. capital increases, warrants or convertible debt instrument, share options or the like effected/issued at market price;
  - b) issue of shares, bonus shares, share options, warrants, convertible bonds or the like as part of an incentive scheme for members of the board of directors, the executive management and employees in the Company or a group company, regardless of whether such issue takes place at a price lower than the market price,

- c) a capital increase as a result of the exercise of already issued warrants or conversion of already issued convertible bonds;
- d) acquisition of treasury shares;
- e) the Company participating in a merger or demerger as the surviving company, unless a capital increase takes place in connection to the merger or demerger, which implies an adjustment as set out in section 5.3b), and
- f) changes to the value of the warrants resulting from derived effects of changes to the Company's capital structure, including as a consequence of the operations of the Company's business.

5.5 If a situation occurs which the board of directors decide, according to this section 5, shall cause an adjustment, the board of directors shall assess the necessary adjustment. The board of directors' assessment shall be based on generally recognised principles, including valuation principles. The board of directors' 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.

5.6 If the warrant holder does not agree with the board of directors' assessment of the Adjustment Price or the Number of Shares, the warrant holder may, within 14 days after the assessment is provided, request for the assessment to be referred to an independent Danish valuer for a final and binding decision. The valuer shall be appointed by FSR – Danske Revisorer. 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 warrant holder in question, provided that the valuer does not change the Number of Shares or the Adjustment Price by more than 5% in which case the Company shall pay the fee.

5.7 If adjustments pursuant to this section 5 causes the Exercise Price to become lower than par value (nominal value), the warrants may as a starting point not be exercised. However, a warrant holder may exercise the warrants in accordance with the terms of this Appendix 4.15.a as well as Sub-appendix 1, if the warrant holder accepts that the Exercise Price is increased to par with no right to compensation.

## **6 Extraordinary exercise of warrants in case of an Exercise Event**

6.1 In case of an Exercise Event (as defined below), the board of directors shall notify the warrant holder that warrants (whether vested or not), which have not been exercised prior hereto, may be exceptionally exercised by the warrant holder.

6.2 An "Exercise Event" means the following scenarios:

- a) A change of control of the Company whereby a shareholder obtains more than 50% of the Company's share capital and/or voting rights;
- b) A public voluntary or mandatory takeover offer for the shares in the Company;
- c) The liquidation of the Company;
- d) A merger of the Company with the Company as the discontinuing company;
- e) A demerger of the Company; or
- f) A delisting of the Company.

- 6.3 If an Exercise Event occurs or the board of directors in its sole discretion deems it is reasonably expected to occur, the board of directors shall notify the warrant holder hereof. The notification must to the widest extent possible be provided in reasonable time within the completion of the Exercise Event. The board of directors may decide that the exercise of warrants is subject to or commences immediately prior to the completion of the Exercise Event.
- 6.4 The notification must state a time limit, which – if practically possible – must be at least two (2) weeks, within which the warrant holder must notify the Chairman of the board of directors in writing by email to [investorrelations@aquaporin.com](mailto:investorrelations@aquaporin.com) as to whether the warrant holder wishes to exercise the warrants, fully or partially. To the extent the warrants are not exercised within the time limit set out by the board of directors, all non-exercised warrants will lapse without compensation, unless the board of directors decide otherwise.

## **7 Amendments of the terms and clawback**

- 7.1 The board of directors is authorized to amend the warrant terms in order to comply with applicable legislation and the board of directors may decide on adjustments to the terms for vesting and exercise of the warrants as long as this decision is not of material disadvantage to the warrant holder.
- 7.2 If the Company can document that the grant or exercise of warrants has taken place on the basis of information proving to be incorrect, including as a result of incorrect accounting information, miscalculations or fraud, the board of directors is entitled to resolve (a) that such warrants will lapse (fully or partially) or (b) to demand a repayment from the warrant holder of funds which the warrant holder has obtained by exercising such warrants.
- 7.3 To the extent set out in the subscription documentation of the warrant holder, the number of vested warrants, which may be exercised by the warrant holder may be subject to a total or annual cap based on the value of the warrants.

## **8 Terms for issue of warrants, subscription of new shares and related capital increases**

- 8.1 The board of directors has decided that the following terms shall apply to the issue of warrants, subsequent subscription of new shares and capital increases by exercise of the warrants issued:
- a) one warrant entitles the right to subscribe for 1 share of nominally DKK 1;
  - b) partial payment cannot be carried out;
  - c) the Company's shareholders shall not have pre-emption rights to the issued warrants and the shareholders shall not have pre-emption rights to the shares which are subscribed based on the warrants concerned;
  - d) there shall not apply general restrictions in the pre-emption rights of the shares in subsequent capital increases;
  - e) subscription price also referred to as the exercise price in event of exercise of the warrants is determined by the Company's board of directors at the time of the grant, and the subscription price may be lower than market price;
  - f) new shares shall be registered in the holder's name and shall be recorded in the Company's shareholders' register;
  - g) the new shares shall be negotiable instruments;

- h) the shares carry right of dividends and other rights in the Company from the time of registration of the shares;
- i) the Company shall pay all costs in relation to issue of shares, which are estimated at DKK 50,000 (excluding VAT) per capital increase; and
- j) the new shares shall be fully paid in connection with the warrant holders written notification on exercise of the warrants, cf. section 3.

8.2 As long as the Company has its shares admitted to trading on a regulated market or multilateral trading facility, the Company will without undue delay after the issue of the new shares apply for these shares to be admitted to trading and, if relevant, official listing.

## **9 Exchange with existing shares, cash settlement, reapplication and reissue**

9.1 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 Exercise Price.

9.2 In cases where the board of directors assesses that the issue or transfer of shares would have an adverse effect on the Company, the board of directors may choose to cash settle the warrants instead of allowing the warrant holder to subscribe for shares at the time of exercise.

9.3 The board of directors is authorised to reapply and reissue warrants.

## **10 Taxation and Financial aspects of participating in the scheme**

10.1 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.

10.2 Other than as provided for by statutory law, warrants or the value of the warrants are not included in the calculation of holiday pay, pension contributions, severance pay, remuneration or compensation stipulated by law or other remuneration-based benefits from the Company.

## **11 Transferability**

11.1 Warrants are personal and may not be sold, given away, mortgaged or in any other way transferred to third parties, voluntarily or by charge, unless the Company's board of directors has given prior written consent or in case of death in which case the warrants can be inherited.

## **12 Governing law and arbitration**

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

12.2 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 or resolutions 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 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.

12.3 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.

### Sub-appendix 1 to Appendix 4.15.a

Grant date	Number of warrants	Exercise price (DKK pr. share)	Exercise period	Special terms
5 July 2021	61,409	DKK 173	5 July 2024 – 5 July 2026	<ul style="list-style-type: none"> <li>The actual value of warrants, which may be exercised by the Executive Management, is capped at a maximum value of the warrants at 400% of the annual fixed salary at the time of grant. If the cap is reached the number of warrants that may be exercised will be adjusted downwards accordingly.</li> </ul>
24 May 2022	15,497	DKK 173	24 May 2025 – 24 May 2027	<ul style="list-style-type: none"> <li>The actual value of warrants, which may be exercised by the Executive Management, is capped at a maximum value of the warrants at 400% of the annual fixed salary at the time of grant. If the cap is reached the number of warrants that may be exercised will be adjusted downwards accordingly.</li> <li>Section 2.3 is replaced by the following new section 2.3 which reads: <i>“If a warrant holder’s relation to the Company ceases and the warrant holder is a Bad Leaver (as defined below), all non-exercised warrants will lapse at the time of notice of termination, without further notice and without compensation regardless of whether they are vested or not.”</i></li> </ul>
24 May 2022	214,000	DKK 100.64	24 May 2024 – 24 May 2026	<ul style="list-style-type: none"> <li>The actual value of warrants, which may be exercised by the Executive Management, is capped at a maximum value of the warrants at 400% of the annual fixed salary at the time of grant. If the cap is reached the number of warrants that may be exercised will be</li> </ul>

				<p>adjusted downwards accordingly</p> <ul style="list-style-type: none"><li>• Section 2.3 is replaced by the following new section 2.3 which reads: <i>“If a warrant holder’s relation to the Company ceases and the warrant holder is a Bad Leaver (as defined below), all non-exercised warrants will lapse at the time of notice of termination, without further notice and without compensation regardless of whether they are vested or not.”</i></li></ul>
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