

Board SHP 2022 in Oncopeptides AB (publ)

GRANT NOTICE & AGREEMENT

On 28 June 2022, the annual general meeting in Oncopeptides AB (publ) (the “**Company**”) resolved to introduce a long-term shareholder program for the members of the Board of Directors (“**Board SHP 2022**”).

In summary, the resolution entails that the main owner independent members of the Board of Directors (each a “**Participant**”) are granted share awards based on a share of the Participants’ board remuneration (the “**Share Awards**”) which entitle the Participant to receive a corresponding number of shares in the Company. The Share Awards shall vest after approximately one-year (corresponding to one year of service as a Board member), corresponding to the earlier of the day before (i) the Annual General Meeting 2023 or (ii) 1 July 2023, provided that the participant is still a Board member of the Company on said date. Each vested Share Award entitles the holder to receive one share in the Company without any compensation being payable as soon as practicable three years after the Grant Date (the “**Exercise Date**”).

The Share Awards are granted free of charge and each vested Share Award entitles the Participant to one share in the Company without any compensation being payable.

The Share Awards may not be transferred or pledged.

On this day (the “**Grant Date**”), you have, under Board SHP 2022, been allocated _____ Share Awards, entitling you to a corresponding number of shares in the Company, subject to the above and the detailed terms set out in “Terms for Board SHP 2022 in Oncopeptides AB (publ)”.

Your vested Share Awards will be exercised automatically on the day falling immediately after the Exercise Date and the vesting result will be confirmed and communicated to you by the Company as soon as practically possible after the Exercise Date.

By signing this Grant Notice & Agreement, you hereby confirm

- i) that you have read, understood and accepted the above information,
- ii) that you have read, understood and accepted the “Terms for Board SHP 2022 in Oncopeptides AB (publ)”,
- iii) that you have read, understood and accepted the information under “Personal data” on the next page of this Grant Notice & Agreement,
- iv) that you accept the receipt of the above said number of Share Awards (in accordance with the above said terms and conditions), and
- v) that you understand and accept that all tax- and currency risks and effects for you related to your participation in Board SHP 2022 are your responsibility.

Place and date

Signature

Clarification of signature

Please complete, sign and return this Grant Notice & Agreement by scanned copy to sara.svardgren@oncopeptides.com by no later than [●].

Personal data

Personal data submitted to the Company, e.g. contact details and personal identity number, or otherwise registered in connection with the administration of Board SHP 2022, is processed by the Company, as data controller, for the administration of the program. The processing of personal data is necessary for the Company in order to fulfill the agreement concerning Board SHP 2022 and to enable the Company to fulfill its statutory obligations. If you do not provide the requested personal data to the Company, you may not participate in the program.

Personal data may, for specified purposes, sometimes be disclosed to other companies within the Company's group, to banks or to companies with which the Company cooperates, within and outside the EU/EEA. Should personal data be transferred outside the EU/EEA, it will be conducted in accordance with suitable safeguards approved by the EU. You may, at any time, request further information regarding such transfer and request copies of agreements or other safeguards used by the Company for such transfer. In certain situations the Company is also obligated by law to disclose data, e.g. to the Swedish Tax Agency.

Requests for information on the personal data being processed by the Company, erasure of personal data, limitations to the processing of personal data, data portability, or rectification of personal data may be directed to the Company's HR manager, who you may also contact if you desire any further information regarding the Company's processing of personal data. Should you wish to register a complaint regarding the Company's processing of personal data you may contact the Swedish Data Protection Authority in its capacity of supervisory authority.

Personal data is only kept for as long as it is necessary for the administration of Board SHP 2022 or as long as it is required for the Company to fulfill its statutory obligations.

Address to the Company's HR manager: sara.svardgren@oncopeptides.com

TERMS FOR BOARD SHP 2022 IN ONCOPEPTIDES AB (PUBL)

1. Background and scope of Board SHP 2022

At the annual general meeting 2022 in Oncopeptides AB (publ), reg. no 556596-6438 (the “Company” or “Oncopeptides”), held on 28 June 2022 (the “Annual General Meeting”), it was resolved to introduce a long term shareholder program for members of the Board of Directors in the Company (“Board SHP 2022”). As part of Board SHP 2022, the Company will therefore grant share awards (“Share Awards”) that entitle to not more than 245,000 ordinary shares in Oncopeptides in total, in accordance with these terms and conditions (the “T&C’s”).

2. Entitlement to Share Awards

Under Board SHP 2022, [●] Share Awards shall be awarded to Per Wold-Olsen and [●] Share Awards shall be awarded to Brian Stuglik, Jennifer Jackson, Cecilia Daun Wennborg and Ulf Jarl Jungnelius, respectively.

A board member who is entitled to or is a holder of Share Awards shall be referred to as the “Participant”. The Share Awards shall be granted to the Participant based on a share of the Participants’ board remuneration in accordance with what follows from item 9 in the Notice to the Annual General Meeting 2022 and also the below, as soon as practicable after the Annual General Meeting 2022 (the “Grant Date”).

3. Exercise of Share Awards

3.1 Vested Share Awards will be exercised automatically on the day falling immediately following the Exercise Date (as defined below), subject to that Share Awards which have vested pursuant to Clause 6.2 may instead be exercised from and including the day of vesting.

3.2 Each vested Share Award entitles the Participant to receive one share in Oncopeptides without any compensation being payable as soon as practicable three years after the Grant Date (the “Exercise Date”). The Share Awards shall vest after approximately one year (corresponding to one year of service as a Board member), corresponding to the earlier of the day before (i) the Annual General Meeting 2023 or (ii) 1 July 2023, provided that the participant is still a Board member of Oncopeptides on said date.

4. Automatic exercise and lapse

Vested Share Awards will be exercised automatically on the day set out in Clause 3.1, and on the same day all unvested Share Awards will lapse.

5. Transferability

The Share Awards may not be transferred and vested Share Awards may only be exercised by the Participant or, in the event of the death of the Participant, by the Participant’s estate (Sw. dödsbo), heirs (Sw. arvtagare) or beneficiaries (Sw. testamentstagare). For the avoidance of doubt, in each case exercise of the Share Awards will be automatic in accordance with these T&C’s and neither the Participant nor its estate, heirs or beneficiaries need to take any action.

6. General clause on leaving the Board

- 6.1 Prior to when all Share Awards have vested, all Share Award will lapse automatically on the date on which a Participant is no longer a Board member of Oncopeptides, whether or not such resignation is voluntary.
- 6.2 In the event any party (an "Overtaking Entity"), alone or together with subsidiaries, has become the owner of more than 50 percent of all outstanding shares in the Company ("Take-Over"), a sale of substantially all assets ("Asset Sale"), merger where the Company is not the surviving entity ("Merger") or any other similar transaction affecting the Company has been completed before the Exercise Date, all granted Share Awards will vest in their entirety if the Participant's membership of the Board of Directors of the Company, following the completion of such public Take-Over, Asset Sale, Merger or any other similar transaction, is involuntarily terminated (the "Termination"). All Share Awards vested due to a public Take-Over, Asset Sale, Merger or any other transaction affecting the Company can be exercised on the date falling immediately after the date of the Termination.

7. Re-purchase

Following a Take-Over, Asset Sale, Merger or any other similar transaction affecting the Company, the Company, or the surviving entity in case of a Merger, shall have the right by a written communication to that effect, to re-purchase all Share Awards from the Participants for market value. The right to re-purchase Share Awards shall in such cases encompass all Share Awards.

8. Merger

- 8.1 In the event that the general meeting, in accordance with Chapter 23, Section 15 of the Swedish Companies Act, approve – or all shareholders, in accordance with paragraph four of aforementioned provision, signs – a merger plan, whereby the Company shall be absorbed by another company, whereby the Company shall be absorbed by a parent company, exercise of Share Awards may not thereafter be made.
- 8.2 Not later than in the immediate adjacent to the Board of Directors' resolution to convene a general meeting that shall resolve upon merger pursuant to what is stated above, or if the merger plan shall be signed by all shareholders, not later than six weeks prior to such signing, notice shall be given to the Participant in respect of the intent to execute a merger of the Company. The notice shall be given by the Board of Directors in the manner set out in item 13 below. The notice shall state the principal terms of the merger plan and remind the Participant that exercise of Share Awards may not be made after a final decision regarding a merger has been made or a merger plan has been signed, in accordance with what is stated in 8.1 above.
- 8.3 In the event that a merger has been effectuated in pursuance of such decisions as referred to in item 8.1 above, the Participant shall, in exchange for the Participant's Share Awards and unless the Share Awards have been re-purchased in accordance with item 7 above, have a right to receive shares in the absorbing company upon exercise of Share Awards. The right to receive shares in the absorbing company in the event of a merger shall however not prevail if the Participant has a right to have his or her Share Awards re-purchased by the absorbing company for cash consideration pursuant to the terms set out in the merger plan.

9. Partition

- 9.1 In the event that the general meeting, in accordance with Chapter 24, Section 17 of the Swedish Companies Act, approves – or all shareholders, in accordance with paragraph four of aforementioned provision, signs – a partition plan, whereby the Company shall be dissolved without liquidation, exercise of Share Awards may not thereafter be made.
- 9.2 Not later than in the immediate adjacent to the Board of Directors' resolution to convene a general meeting that shall resolve upon partition pursuant to what is stated above, or if the partition plan shall be signed by all shareholders, not later than six weeks prior to such signing, notice shall be given to Participants in respect of the intent to execute a partition of the Company. The notice shall be given by the Board of Directors in the manner set out in item 13 below. The notice shall state the principal terms of the partition plan and remind the Participant that exercise of Share Awards may not be made after a final decision regarding partition has been made or a partition plan has been signed, in accordance with what is stated above.
- 9.3 In the event of a forthcoming partition, the Board of Directors shall use reasonable endeavors to procure that the value of the Participant's Share Awards is unaffected.

10. Liquidation

- 10.1 In the event it is resolved that the Company shall enter into liquidation in accordance with Chapter 25 of the Swedish Companies Act, regardless of the grounds for such liquidation, exercise of Share Awards may not thereafter be made. The right to exercise the Share Awards shall also terminate if the Company is declared bankrupt. The right to exercise the Share Awards shall terminate in conjunction with the resolution to liquidate the Company, regardless of whether such resolution has entered into effect (Sw. vunnit laga kraft), or in conjunction with the declaration of bankruptcy.
- 10.2 Not later than in the immediate adjacent to the Board of Directors' resolution to convene a general meeting that shall resolve whether the Company shall be placed into liquidation in accordance with what is stated in item 10.1 above, notice shall be given to the Participant in respect of the intended liquidation. The notice shall be given by the Board of Directors of the Company in the manner set out in item 13 below. The notice shall state that exercise of Share Awards may not be made following the adoption of a resolution by the general meeting that the Company shall enter into liquidation.
- 10.3 Should a liquidation be effected, all Share Awards shall lapse.

11. Discontinued merger or partition or terminated liquidation

Notwithstanding the provisions set forth in items 8.1, 9.1 and 10.1 above, stating that exercise of Share Awards may not be made following the approval of a Merger, partition or resolution of entering into liquidation or declaration of bankruptcy, the right to exercise Share Awards shall be re-instated in circumstances where the merger or partition, respectively, is discontinued or the liquidation or declaration of bankruptcy has been terminated.

12. Adjustment of Share Awards

If there is a variation in the share capital of the Company, including, but not limited to, a rights issue, bonus issue, split, reversed split or reduction of share capital, the Company may in accordance with applicable market practice (including what applies in connection with issuances of warrants under Chapter 14 of the Swedish Companies Act) adjust the number of Share Awards if the variation in share capital significantly alters the value of the Share Awards.

13. Notices

Notices to be given to a Participant pursuant to the T&C's shall be sent via registered letter, courier or e-mail to the Participant's address or e-mail address that is known to the Company. The notice shall be deemed received by the Participant at the earlier of

- i) the date when the Participant signs a certificate of receipt,
- ii) the date when the Participant otherwise confirms receipt, and
- iii) in case of a notice sent by registered letter, on the date occurring five days after the date when the notice was sent by the Company.

14. Force Majeure

14.1 In respect to actions by the Company, the Company cannot be made liable for loss resulting from Swedish or foreign legislation, Swedish or foreign governmental actions, acts of war, terrorism, strikes, blockades, boycotts, lockouts or other similar circumstances. The reservation in respect to strikes, blockades, boycotts and lockouts shall apply even if the Company is itself the subject of such action.

14.2 In the event the Company, fully or partially, is prevented from taking actions due to circumstances mentioned in item 14.1 above, the actions may be postponed until the obstacle is removed. If the Company due to such circumstance is prevented from making or receiving payments, the Company or the Participant shall not be required to pay interest.

15. Applicable law and dispute

15.1 Swedish law shall apply on the T&C's. Any dispute shall be finally settled by arbitration in accordance with the rules for expedited arbitration of the Arbitration Institute of Stockholm Chamber Commerce. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be Swedish (unless otherwise agreed by the disputing parties).

15.2 All arbitral proceedings conducted pursuant to item 15.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.

16. Authorisation by the Board of Directors

In each case these terms are referring to the Board of Directors, the Board of Directors shall be entitled to authorise one or more of the management of the Company to make any decisions or execute any action on behalf of the Board of Directors.