GRANT NOTICE & AGREEMENT

On 23 April 2026, the Annual General Meeting in Careium AB (publ), reg. no 559121-5875 (the "**Company**") resolved to implement a shareholder program for the members of the Board of Directors ("**Board SHP 2026**").

In summary, the resolution entails that the 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, subject to certain conditions. 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 2027 or (ii) 1 July 2027 (the "**Vesting Date**"), 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 warrant of series 2026/2030 in the Company or one share in the Company free of charge, subject to the detailed terms set out in "Terms for Board SHP 2026 in Careium AB (publ)".

Your vested Share Awards will be exercised upon your request. The earliest point in time at which vested Share Awards may be exercised shall be the day falling immediately after the Vesting Date. The latest point in time at which vested Share Awards may be exercised shall be the earlier of (i) 90 days after the last day of service as a Board member, or (ii) four years after the Grant Date.

The Share Awards may not be transferred or pledged.

On this day (the "**Grant Date**"), you have, under Board SHP 2026, 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 2026 in Careium AB (publ)".

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 2026 in Careium 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 2026 are your responsibility.

____

Place and date

____

Signature

____

Clarification of signature

Please complete, sign and return this Grant Notice & Agreement by scanned copy to [•], 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 2026, 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 2026 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 CFO, 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 2026 or as long as it is required for the Company to fulfill its statutory obligations.

Address to [•], email: [•].

TERMS FOR BOARD SHP 2026 IN CAREIUM AB (PUBL)

1 Background and scope of Board SHP 2026

At the Annual General Meeting in Careium AB (publ), reg. no 559121-5875 (the “**Company**”), held on 23 April 2026, it was resolved to implement a shareholder program for members of the Board of Directors in the Company (“**Board SHP 2026**”). As part of Board SHP 2026, the Company will therefore grant share awards (“**Share Awards**”) that entitle to not more than [•] shares in the Company in total, in accordance with these terms and conditions (the “**T&Cs**”).

2 Entitlement to Share Awards

2.1 Under Board SHP 2026, [•] Share Awards shall be awarded to Juha Mört, and [•] Share Awards shall be awarded to Janne Holmia, Nils Normell and Sophie Reinius, respectively.

2.2 A Board member who is entitled to or is a holder of Share Awards shall be referred to as a “**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 12 in the notice to the Annual General Meeting 2026 and also the below, as soon as practicable after the Annual General Meeting 2026 (the “**Grant Date**”).

3 Vesting

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 2027 or (ii) 1 July 2027 (the “**Vesting Date**”), provided that the Participant is still a Board member of the Company on said date.

4 Exercise of Share Awards

4.1 Vested Share Awards shall be exercised upon request. The earliest point in time at which vested Share Awards may be exercised shall be the day falling immediately after the Vesting Date. The latest point in time at which vested Share Awards may be exercised shall be the earlier of (i) 90 days after the last day of service as a Board member, or (ii) four years after the Grant Date.

4.2 Each vested Share Award entitles the Participant, subject to any recalculation pursuant to Clause 4.3 or Clause 12, to receive either (i) one warrant of series 2026/2030 (“**Warrant**”), free of charge, entitling to subscription of one (1) share in the Company at a subscription price corresponding to the quota value of the share, or, if the majority requirement under item 15(b) in the notice to the Annual General Meeting 2026 is not met, (ii) one (1) share in the Company free of charge. The requirement that the Participant shall be a Board member of the Company at the relevant time of vesting shall not apply if the Share Awards have vested in accordance with what is stated in Clause 6.2 below. For clarity, if the Participant was not a Board member of the Company on the Vesting Date, and if the aforementioned exceptions do not apply, the Share Awards will not be exercisable.

4.3 Notwithstanding Clause 4.2, if the volume-weighted average price of the Company's share on Nasdaq First North Growth Market, or such other trading venue on which the Company's shares may then be admitted to trading, during the ten (10) trading days immediately preceding the date of the request to exercise Share Awards (the "**Average Price**") exceeds 120 percent of the volume-weighted average price of the Company's share on Nasdaq First North Growth Market during the ten (10) trading days immediately preceding the Grant Date (the "**Cap Amount**"), a lower number of shares to which each Share Award entitles shall be calculated as follows:

Recalculated number of shares to which each Share Award entitles = previous number of shares to which each Share Award entitles × Cap Amount / Average Price

The aggregate number of shares to which the Participant's exercised Share Awards entitle after such recalculation shall be rounded down to the nearest whole number.

4.4 For the avoidance of doubt, where delivery of shares is made through Warrants in accordance with Clause 4.2(i) above, the recalculation set out in Clause 4.3 above shall apply to the number of Warrants to which the Participant is entitled upon exercise of each Share Award.

4.5 The exercise of the Share Awards shall be made on a form furnished by the Board of Directors.

4.6 Subscription of shares through the exercise of any Warrants received in accordance with Clause 4.2 above shall be made in accordance with the terms of the Warrants, Appendix 1, on a subscription list furnished by the Board of Directors. Payment for subscribed shares shall be made by cash payment of the subscription price to an account designated by the Company and in accordance with the terms of the Warrants.

4.7 To the extent Warrants have not been exercised for subscription of shares in accordance with Clause 4.6 above, such Warrants shall lapse, meaning that the Participant's right to subscribe for and receive shares under this Agreement shall cease. The same shall apply in the event the Participant fails to fulfill its obligation to pay for subscribed shares upon subscription.

5 Transferability

The Share Awards may not be transferred or pledged, 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*).

6 General clause on leaving the Board

6.1 A Share Award which has not vested will lapse automatically on the date on which a Participant is no longer a Board member of the Company, 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 such transaction affecting the Company has been completed before the Vesting Date, all granted Share Awards will vest in their entirety following the completion of a change of control. 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 completion of the transaction.

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 at market value as determined by an independent valuation applying the Black & Scholes formula, adjusted to reflect the cap set out in Clause 4.3. 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, approves – 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 Clause 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 Clause 8.1 above.

8.3 In the event that a merger has been effectuated in pursuance of such decisions as referred to in Clause 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 Clause 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 Clause 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 Clause 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 Clause 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 Clauses 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

12.1 The number of shares which each Warrant entitles to subscription of, as well as the subscription price per share, may be subject to recalculation in certain cases in accordance with the terms of the Warrants.

12.2 If the majority requirement under item 15(b) in the notice to the Annual General Meeting 2026 is not met, the number of shares each Share Award entitles to shall be subject to recalculation in certain cases in accordance with the same customary recalculation principles as set out in the terms of the Warrants, applied mutatis mutandis.

12.3 In the event of a recalculation of the number of shares to which each Share Award and Warrant entitles pursuant to this Clause 12, the Cap Amount shall be recalculated accordingly so that the economic effects of the cap set out in Clause 4.3 remain unchanged in relation to the recalculated number of shares to which each Share Award and Warrant entitles.

13 Notices

Notices to be given to a Participant pursuant to the T&Cs 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 Clause 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&Cs. Any dispute, controversy or claim arising out of or in connection with the T&Cs, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute. 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 Clause 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

16.1 In each case the T&Cs are referring to the Board of Directors, the Board of Directors shall be entitled to authorize one or more of the management of the Company to make any decisions or execute any action on behalf of the Board of Directors.