

Board RSU 2026 in Hansa Biopharma AB (publ)

GRANT NOTICE & AGREEMENT

On 1 June 2026, the annual general meeting in Hansa Biopharma AB (publ) (the "**Company**") resolved to introduce a long-term shareholder program consisting of Restricted Share Units for the members of the Board of Directors ("**Board RSU 2026**").

In summary, the resolution entails that members of the Board of Directors (each a "**Participant**") are granted Restricted Share Units on a share of the Participants' board remuneration (the "**RSUs**"). Each vested RSU entitles the holder to receive one ordinary share in the Company free of charge. Natalie Berner, who is associated with the company's shareholder Redmile Group LLC, and Michael Bologna, who is associated with the company's shareholder NovaQuest Capital Management LLC, have declined to receive board fees (including RSUs). The RSUs shall vest at the earlier of the day before (i) the Annual General Meeting 2027 and (ii) 1 July 2027 (the "**Vesting Date**"), provided that the participant is still a Board member of Hansa Biopharma on said date, corresponding to a time period of approximately one year (corresponding to one year of service as a Board member).

Your vested RSUs will be exercised upon your request. The earliest point in time at which vested RSUs may be exercised shall be the day falling immediately after the Vesting Date. The latest point in time at which vested RSUs may be exercised shall be the earlier of (i) 90 days after the last day of service as a Board member, or (ii) five years after the Vesting Date. The Nomination Committee requests the Board members to keep their received shares at least as long as the Board member is part of the Board of Directors, with the exception of financing tax as a consequence of Board RSU 2026.

The RSUs may not be transferred or pledged.

On this day (the "**Grant Date**"), you have, under Board RSU 2026, been allocated _____ RSUs, entitling you to a corresponding number of ordinary shares in the Company, subject to the above and the detailed terms set out in "Terms for Board RSU 2026 in Hansa Biopharma 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 RSU 2026 in Hansa Biopharma 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 RSUs (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 RSU 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 RSU 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 RSU 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 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 RSU 2026 or as long as it is required for the Company to fulfill its statutory obligations.

In case you have questions, please contact the Company via [●]

TERMS FOR BOARD RSU 2026 IN HANSA BIOPHARMA AB (PUBL)

1. Background and scope of Board RSU 2026

At the annual general meeting 2026 in Hansa Biopharma AB (publ), reg. no 556734-5359 (the “Company” or “Hansa Biopharma”), held on 1 June 2026 (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 RSU 2026”). As part of Board RSU 2026, the Company will therefore grant Restricted Share Units (“RSUs”) that entitle to not more than [●] ordinary shares in Hansa Biopharma in total, in accordance with these terms and conditions (the “T&C’s”).

2. Entitlement to RSUs

Under Board RSU 2026, [●] RSUs shall be awarded to Peter Nicklin and [●] RSUs shall be awarded to Elisabeth Björk, Mats Blom and Jonas Wikström, respectively.

A Board member who is entitled to or is a holder of RSUs shall be referred to as the “Participant”. The RSUs shall be granted to the Participant based on a share of the Participants’ board remuneration in accordance with what follows from item 10 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 RSUs shall vest at the earlier of the day before (i) the Annual General Meeting 2027 and (ii) 1 July 2027 (the “Vesting Date”), provided that the participant is still a Board member of Hansa Biopharma on said date, corresponding to a time period of approximately one year (corresponding to one year of service as a Board member). Notwithstanding the foregoing, all granted RSUs may vest in accordance with item 7.2 below.

4. Exercise of RSUs

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

4.2 Each vested RSU entitles the Participant to receive one ordinary share in Hansa Biopharma free of charge. For clarity, if the Participant was not a Board member of Hansa Biopharma on the Vesting Date, and if the aforementioned exceptions do not apply, the RSUs will not be exercisable.

4.3 The exercise of the RSUs shall be made on a form furnished by the Board of Directors.

5. Automatic exercise and lapse

Unless exercised on a form furnished by the Board of Directors, vested RSUs will be exercised automatically on the latest day set out in the third sentence in item 4.1, and on the same day all unvested RSUs will lapse.

6. Transferability

The RSUs may not be transferred and vested RSUs 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*).

7. General clause on leaving the Board and accelerated vesting

7.1 An RSU which has not vested will lapse automatically on the date on which a Participant is no longer a Board member of Hansa Biopharma, whether or not such resignation is voluntary.

7.2 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 Vesting Date, all granted RSUs will vest in their entirety and such date shall be referred to as the Vesting Date.

8. 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 RSUs from the Participants in cash for market value. The right to re-purchase RSUs shall in such cases encompass all RSUs.

9. Merger

9.1 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 RSUs 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 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 14 below. The notice shall state the principal terms of the merger plan and remind the Participant that exercise of RSUs 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 item 9.1 above.

9.3 In the event that a merger has been effectuated in pursuance of such decisions as referred to in item 9.1 above, the Participant shall, in exchange for the Participant's RSUs and unless the RSUs have been re-purchased in accordance with item 8 above, have a right to receive shares or other instruments in the absorbing company upon exercise of RSUs. 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 RSUs re-purchased by the absorbing company for cash consideration pursuant to the terms set out in the merger plan.

10. Partition

10.1 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 RSUs may not thereafter be made.

10.2 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 14 below. The notice shall state the principal terms of the partition plan and remind the Participant that exercise of RSUs 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.

10.3 In the event of a forthcoming partition, the Board of Directors shall use reasonable endeavors to procure that the value of the Participant's RSUs is unaffected.

11. Liquidation

11.1 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 RSUs may not thereafter be made. The right to exercise the RSUs shall also terminate if the Company is declared bankrupt. The right to exercise the RSUs 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.

11.2 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 11.1 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 14 below. The notice shall state that exercise of RSUs may not be

made following the adoption of a resolution by the general meeting that the Company shall enter into liquidation.

11.3 Should a liquidation be effected, all RSUs shall lapse.

12. Discontinued merger or partition or terminated liquidation

Notwithstanding the provisions set forth in items 9.1, 10.1 and 11.1 above, stating that exercise of RSUs 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 RSUs shall be re-instated in circumstances where the merger or partition, respectively, is discontinued or the liquidation or declaration of bankruptcy has been terminated.

13. Adjustment of RSUs

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 RSUs if the variation in share capital significantly alters the value of the RSUs.

14. 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.

15. Force Majeure

15.1 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.

15.2 In the event the Company, fully or partially, is prevented from taking actions due to circumstances mentioned in item 15.1 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.

16. Applicable law and dispute

16.1 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).

16.2 All arbitral proceedings conducted pursuant to item 16.1, 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.

17. 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.