

Promissory note

Business loan

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3 December 2024

Surgical Science Sweden AB 5565448783 (the Customer) has issued this promissory note to Danske Bank A/S, Denmark, Sverige Filial (the Bank) on the following terms:

Loan

Loan No.		1347-01-69047
Loan amount	GBP	17,000,000.00
Processing fee	GBP	35,000.00
Proceeds	GBP	16,965,000.00

The proceeds are deposited to account No. 1347-01-69144

The loan is expected to be disbursed on 16.12.2024 at the earliest.

Interest

Variable interest rate consisting of a reference rate plus a margin	SONIA + 1.20000%
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SONIA was 4.70000% on the printing date of this promissory note.

The reference rate is fixed daily. The interest rate can never be less than the margin.

Interest is calculated daily, using the reference rate fixed five business days before. Interest is payable in arrears on the last business day every 3rd month. The first payment falls due on 31.03.2025.

Repayment and termination

On 31.03.2025 the full loan amount falls due for payment, unless the Bank consents to extension of the loan.

If the Bank consents to extension of the loan, the loan is extended by 3 months, each time such consent is given, provided the loan is not terminated pursuant to subsection 5.2 of Danske Bank's General terms and conditions for business loans and credits.

Provided that the Bank consents to extension of the loan, the longest loan duration is until 17.09.2025, where the full loan amount falls due for repayment.

Payments

Amounts payable are debited to account No.	1347-01-69144
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Other conditions

This promissory note is subject to Danske Bank's General terms and conditions for business loans and credits.

Governing law

Swedish law governs this promissory note. Disputes arising from this promissory note shall be settled by Swedish courts.

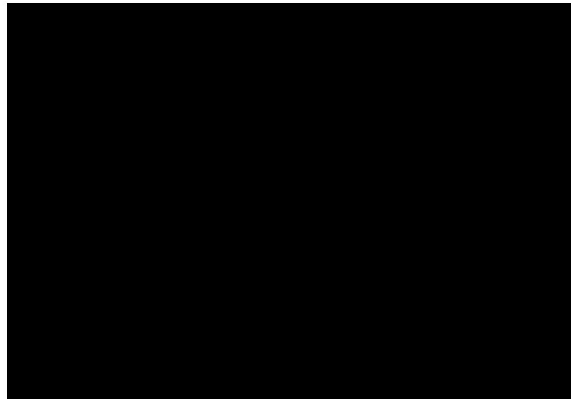
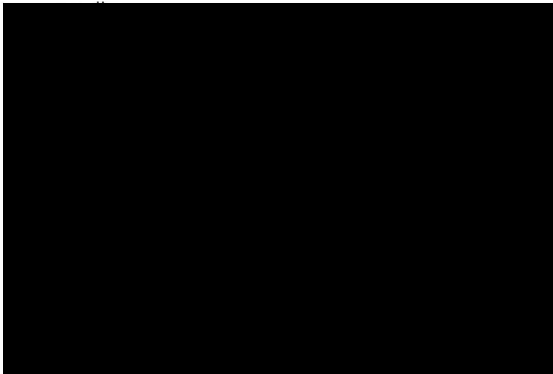
Payment undertaking

The Customer must pay to the Bank all amounts due, including, but not limited, to the loan principal, interest, fees and costs pursuant to the provisions of this promissory note and Danske Bank's General terms and conditions for business loans and credits.



Signature(s)

As the Customer's representative authorised to sign this promissory note, I confirm by my signature that I have read, understood and accepted this promissory note and Danske Bank's General terms and conditions for business loans and



Särskilda Villkor

Danske Bank A/S, Danmark, Sverige Filial ("Banken"), har beviljat krediter till Surgical Science Sweden AB, org. nr 556544-8783 ("Kredittagaren").

Kredittagaren äger flertalet bolag ("Dotterbolagen"). Kredittagaren och Dotterbolagen och övriga dotterbolag som vid var tid ägs, direkt eller indirekt, till mer än 50 % eller annars uppfyller koncerndefinitionen i Aktiebolagslagen, utgör en koncern ("Koncernen").

För Kredittagarens nuvarande och blivande krediter/förbindelser i Banken skall gälla nedan angivna särskilda villkor (de "Särskilda villkoren"):

- Om det sker en Kontrollförändring eller en Avnotering ska Kredittagaren omgående och senaste inom tre dagar informera Banken om detta. Vid en Kontrollförändring eller Avnotering äger Banken rätt att dels säga upp varje till Kredittagaren beviljad och utnyttjad kredit till återbetalning vid tidpunkt som Banken bestämmer, dels med omedelbar verkan inställa vidare utnyttjande av kredit och dels, återkalla tidigare angivet löfte om kredit, i varje fall utan anspråk mot Banken från Kredittagaren. Med "Kontrollförändring" menas att någon, direkt eller indirekt, ensamt eller i förening med annan, förvärvar aktier i Kredittagaren representerandes 25% eller mer av kapitalet eller rösterna i Kredittagaren. Med "Avnotering" menas att Kredittagarens aktier avnoteras från Nasdaq First North Growth Market.
- Kredittagaren förbinder sig att inte, och ska tillse att inget Dotterbolag, utan bankens skriftliga godkännande, låna penningmedel eller uppta krediter annat än sedvanliga kortfristiga krediter i den normala affärsverksamheten till ett maximalt sammantaget belopp om SEK 25.000.000,00.
- Kredittagaren förbinder sig att inte, och ska tillse att inget Dotterbolag, utan bankens skriftliga godkännande, skapa eller ha utestående någon pant, säkerhetsrätt (vilket till undvikande av missförstånd inbegriper förbud för fakturabelåning) eller något liknande arrangemang med samma effekt överstigande SEK 25.000.000,00.
- Koncernens minimum likviditet, definierat som Koncernens totala likvida bestående av kassa, bankmedel och andra omsättningsbara instrument och värdepapper som är likvärdiga med kontanter, får aldrig understiga SEK 230.000.000,00 (eller medel i annan valuta omräknat till SEK i aktuell växelkurs).
- Kredittagaren ska inte genomföra förvärv, direkt eller indirekt, av aktier, andelar, andra finansiella instrument eller motsvarande intressen i andra bolag (eller i förekommande fall inkråmet) med en köpeskilling överstigande SEK 100.000.000, utan bankens skriftliga godkännande.
- För det fall (i) förvärvet i Project Phoenix inte genomförs och de medel som Kredittagaren betalat in på escrow-konto frisläpps till Kredittagaren eller (ii) förvärvet i Project Phoenix genomförs och Kredittagaren erhåller en värdeöverföring (utdelning, lån eller annan transaktion) från målbolagskoncernen, förbinder sig Kredittagaren att omedelbart och senast

inom 3 dagar från frisläppandet eller värdeöverföringen återbetala kredit motsvarande det belopp som Kredittagaren erhållit.

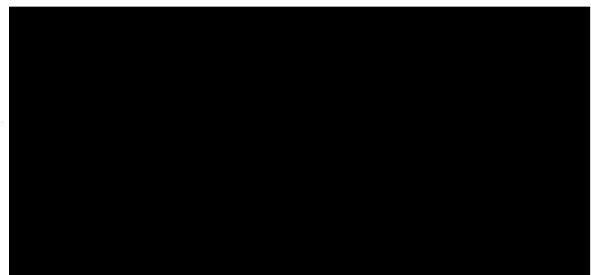
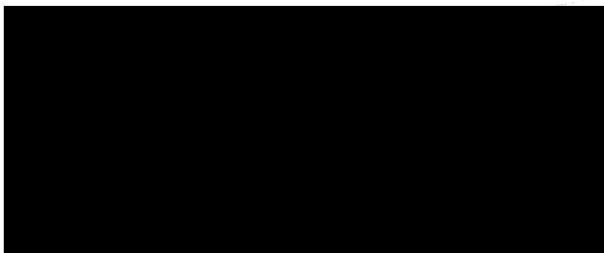
Om Kredittagaren eller annan som omfattas av dessa Särskilda villkor inte efterlever eller inte anser sig kunna efterleva dem, förbinder sig Kredittagaren att omedelbart lämna Banken besked därom. Vid ett brott mot dessa Särskilda villkor äger Banken äger rätt att dels säga upp varje till Kredittagaren beviljad och utnyttjad kredit till återbetalning vid tidpunkt som Banken bestämmer, dels med omedelbar verkan inställa vidare utnyttjande av kredit och dels utan anspråk mot Banken från Kredittagaren, återkalla tidigare avgivet löfte om kredit.

Dessa Särskilda villkor innebär inte någon inskränkning i Bankens rätt till uppsägning av avtal eller krediter eller ianspråktagande av pantsatt egendom enligt villkor i avtal, kreditavtal eller separata pantavtal.

Ovanstående villkor – som, om inte Banken skriftligen medger annat, gäller till dess att Kredittagaren fullgjort samtliga sina förpliktelser gentemot Banken – godkännes.

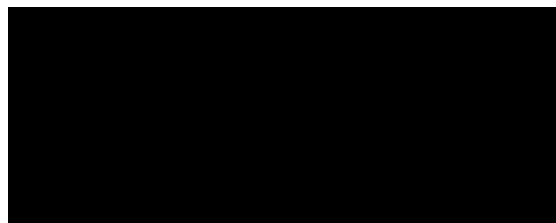
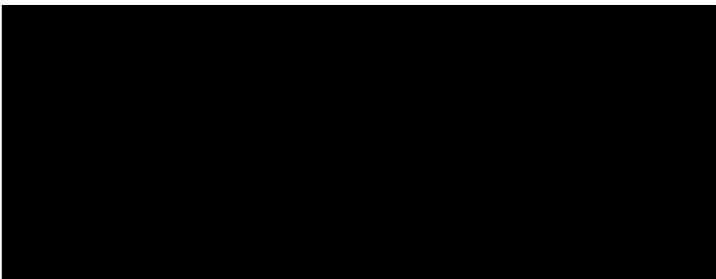
Kredittagaren

Ort: Göteborg Datum: 2024-12-05



Danske Bank A/S, Danmark, Sverige Filial

Ort: Göteborg Datum: 2024-12-05



This is a translation of the original document, when in doubt, the Swedish wording prevails.

Special Terms and Conditions

*Danske Bank A/S, Danmark, Sverige Filial (the "**Bank**"), has granted credits to Surgical Science Sweden AB, reg. no. 556544-8783 (the "**Borrower**").*

*The Borrower owns a number of companies (the "**Subsidiaries**"). The Borrower, together with its Subsidiaries and any other subsidiaries which at any time reaches an ownership level above 50 percent, either directly or indirectly, or otherwise fulfills the requisites of a group (Sw. koncern) as defined in the Swedish Companies Act (Sw. Aktiebolagslagen), collectively constitute a group (the "**Group**").*

*The following special terms and conditions (the "**Special Terms and Conditions**") shall apply to the Borrower's present and future credits/liabilities with the Bank:*

- In the event of a Change of Control or a Delisting, the Borrower is required to notify the Bank immediately, and at the latest within three days. Should a Change of Control or Delisting occur, the Bank reserves the right to terminate any credit extended to the Borrower and utilised for repayment at a time determined by the Bank, to suspend further utilisation of the credit with immediate effect, and to revoke any previously stated promise of credit, in each case without any claim against the Bank or the Borrower. "Change of control" refers to the acquisition by any individual, directly or indirectly, alone or in concert with others, of shares in the Borrower representing 25 percent or more of the capital or voting rights. "Delisting" means that the Borrower's shares are delisted from Nasdaq First North Growth Market.*
- The Borrower undertakes not to, and shall ensure that no Subsidiary, without the Bank's written consent, borrow funds or obtain credit, except for customary short-term credit in the ordinary course of business, up to a maximum aggregate amount of SEK 25,000,000.00.*
- The Borrower undertakes not to, and shall ensure that no Subsidiary, without the Bank's prior written consent, create or maintain any pledge, security interest (including, for the avoidance of doubt, a prohibition on invoice discounting), or any similar arrangement to the same effect exceeding SEK 25,000,000.00.*
- The Group's minimum liquidity, defined as the Group's total liquidity consisting of cash, bank balances and other marketable instruments and securities equivalent to cash, must always be maintained at a level no less than SEK 230,000,000.00 (or the equivalent amount in other currencies, converted to SEK at the prevailing exchange rate).*
- The Borrower shall not undertake any direct or indirect acquisition of shares, participations, other financial instruments, or similar interests in other companies (or, where applicable, their assets) with a purchase price exceeding SEK 100,000,000 without obtaining the Bank's prior written authorisation.*
- In the event that (i) the acquisition in Project Phoenix is not completed and the funds paid by the Borrower into the escrow account are released to the Borrower, or (ii) the acquisition in Project Phoenix is completed and the Borrower receives a value transfer (such as a dividend, loan, or other transaction) from the target company group, the Borrower commits to repay the credit corresponding to the amount received immediately and at the latest within 3 days after the release of funds or value transfer.*

If the Borrower or any other party subject to these Special Terms and Conditions fails or anticipates an inability to comply with them, the Borrower undertakes to notify the Bank immediately. In the event of a breach of these Special Terms and Conditions, the Bank reserves the right to terminate any credit granted to the Borrower for repayment at a time determined by the Bank, and to suspend further utilisation of the credit with immediate effect, and to revoke any previously given promise of credit without any claim against the Bank by the Borrower.

These Special Terms and Conditions do not limit the Bank's right to terminate agreements or credits, or to seize pledged property, in accordance with the terms of agreements, credit agreements, or separate pledge agreements.

The above terms and conditions, which shall remain in effect until the Borrower has fulfilled all obligations to the Bank, unless otherwise agreed in writing by the Bank, are hereby accepted.