

To:
Simris Group AB (publ)
(the "Company")

Issue of shares - Undertakings

We have been informed, on a strictly confidential basis, that the Company intends to raise capital by way of issuing shares ("**New Shares**") with preferential rights for existing holders of shares (the "**Rights Issue**").

Upon full subscription in the Rights Issue, the Company will receive proceeds of approximately SEK 24.3 million, where up to 100 percent of the Rights Issue is intended to be secured through subscription and guarantee commitments.

The board of directors of the Company (the "**Board**") intends to propose that an extraordinary general meeting resolves on the Rights Issue no later than 21 July 2023. Each existing share in the Company will entitle the holder to one (1) subscription right, and two (2) subscription rights will entitle the holder to subscription of one (1) New Share. The subscription price to be paid for each New Share will be SEK 0.27 (the "**Subscription Price**"). The subscription period in the Rights Issue is expected to occur between 1 - 15 August 2023 (the "**Subscription Period**").

On the terms and conditions set forth below, it is our desire to subscribe and pay for New Shares, with and without preferential rights, as applicable, and we acknowledge that it is in the best interest of the Company that we make the commitments set forth below. Furthermore, we acknowledge that the Company has entered, or will enter, into similar letter agreements with other external guarantors and with committed shareholders (together with ourselves, the "**Investors**") with respect to the subscription and payment for New Shares.

Against the above background, we hereby irrevocably undertake and agree, for the benefit of the Company, as follows:

Paragraph 1-3 below are only applicable to Investors who are existing shareholders as of the date hereof.

1. If we, as of the date hereof, are shareholders in the Company, we have stated the number of shares in the Company which we hold in Appendix 1 (Section 2) (the "**Existing Shares**"). The undertakings set out below as regards Existing Shares will only apply to us to the extent we own Existing Shares on the date hereof or if we acquire shares in the Company prior to the record date of the Rights Issue, as defined below (such acquired shares will then be deemed Existing Shares for purposes of this undertaking). During the period commencing on the date hereof and ending two weeks following the date of announcement of the final outcome of the Rights Issue, we irrevocably undertake (without any rights to withdraw from this undertaking) not to sell, transfer, grant an option or other rights over or in other way dispose of the Existing Shares or enter into any transaction that would have the same economic effects as the foregoing or an economic effect of hedging or otherwise mitigating our risks associated with this letter agreement.
2. We irrevocably and unconditionally commit, if applicable, to subscribe and pay for, at the Subscription Price and otherwise in accordance with the terms and conditions of the Rights Issue, either by exercising all of the subscription rights allotted to us in respect of the Existing Shares or, if not pro-rata, such maximum number of New Shares that corresponds to the committed amount set forth in Appendix 1 (Section 2). We acknowledge and agree that there is **no guarantee that we will be entitled to subscribe for any New Shares exceeding our pro-rata share.**
3. We understand that fulfilment of our commitment above requires that we, during the Subscription Period, notify the exercise of our subscription rights to the bank that holds our subscription rights, if applicable.
4. We irrevocably and unconditionally commit to subscribe for, without the support of subscription rights and preferential rights, such number of New Shares as set out in Appendix 1 (Section 3) and, if we are allotted such New Shares (in whole or in part), pay for such New Shares at the

Subscription Price and otherwise in accordance with the terms and conditions of the Rights Issue. We acknowledge and agree that there is **no guarantee that we will be entitled to subscribe for any New Shares under such commitment.**

5. We irrevocably and unconditionally commit to subscribe and pay for, on one or more occasions, at the Subscription Price as set forth herein and otherwise in accordance with the terms and conditions of the Rights Issue, upon the request of the Company, such maximum number of New Shares that corresponds to the committed amount set forth in Appendix 1 (Section 4) (the "**Guarantee Commitment**"). A request pursuant to this section 5 (a "**Subscription Request**") shall be made in writing. Such undertaking also includes, if the Company so requests, the obligation to take over and pay for any New Shares that have been subscribed for and allotted to others but not paid for in due time in which case the Company shall issue and send to us an additional contract note relating to each such request; such New Shares shall also constitute New Shares for purposes of this letter agreement. Further, from the date hereof and ending on the date of announcement of the final outcome of the Rights Issue, we undertake not to (a) reduce the Guarantee Commitment through sub-underwriting or by any other means or (b) enter into any other transactions which are intended, directly or indirectly, to have an economic effect of hedging or which otherwise mitigate the economic risk associated with Guarantee Commitment.
6. We acknowledge and agree (i) that there is no guarantee that we will be entitled to subscribe for any New Shares in accordance with section 5 above, and (ii) that, in the event that a Subscription Request is made, the Company will determine the number of New Shares to be subscribed and paid for by us by taking into account corresponding commitments made by other guarantors in the Rights Issue and, to the extent possible, allocating New Shares to each guarantor on a pro rata basis in relation to each guarantor's commitment (and otherwise by lottery), taking into account section 7 as applicable (and otherwise by lottery).
7. If we subscribe and pay for any New Shares during the Subscription Period of the Rights Issue, the number of New Shares that we have undertaken to subscribe and pay for pursuant to section 4 and 5 above shall be reduced by the number of New Shares subscribed for by us during the Subscription Period, however, subject to (a) us notifying the company of the subscription no later than on the last day of the Subscription Period, and (b) that we, in connection with any request to subscribe and pay for New Shares pursuant to section 4 and 5 above, present to the Company a contract note or similar document issued by our broker or custodian bank evidencing the subscription and payment of New Shares, including the number thereof. For the avoidance of doubt, this section 7 shall not be applicable to the extent we subscribe for New Shares by exercising any allotted subscription rights due to us holding shares in the Company (including the Existing Shares).
8. As consideration for our commitment to subscribe and pay for New Shares in accordance with section 5 above, based on this letter agreement, the Company shall pay us a guarantee commission equal to 20 percent of the Guarantee Commitment as set forth in Appendix 1 (Section 4) (the "**Guarantee Commission**") in the form of shares by the Company deciding on a directed issue of shares to the Guarantor, whereby the claim for Guarantee Compensation is set off against the payment for the shares subscribed by the Guarantor. The replacement issue must take place on the terms decided by the Company with a subscription price that corresponds to the subscription price of the Rights Issue, which the Company deems to be marketwise. If the Guarantor is part of the circle of persons covered by ch. 16 the Companies Act (the so-called Leo Act) an extra general meeting with a 9/10 majority is required for this to be possible, which the Company cannot guarantee.
9. We acknowledge that the validity of the Company's undertaking is conditional on extra general meeting in the Company approving it.
10. Subject to us having performed all our obligations under this letter agreement, the Guarantee Commission shall be paid by the Company no later than fourteen (14) business days after the date of announcement of outcome of the Rights Issue (which announcement is expected to be made

on or around 4 August 2023). Payment, which has been elected to be paid in New Shares, will be issued to us, or our nominee, at the earliest reasonable opportunity thereafter. No other commission will be paid to us or accepted by us.

11. We represent and warrant that (i) the information provided in Appendix 1 is true and accurate in every respect, (ii) we have full power, capacity and authority to execute this letter agreement and to complete the transactions contemplated by it, and upon its execution, this letter agreement and the transactions contemplated by it will constitute valid, enforceable and binding obligations on us, and (iii) that no consents or approvals of or filings with any governmental or other regulatory body are required for us to enter into this letter agreement or to fulfil any of our undertakings set forth herein, and (iv) we have sufficient financial resources to fulfill our obligations under this letter agreement.
12. We acknowledge and agree that the Company and the other guarantors in the Rights Issue will be relying upon this letter agreement in entering into similar letter agreements, respectively, and committing to subscribe for the New Shares.
13. We confirm that our investment decision is based upon our own judgment and analysis and not upon any view expressed or information provided by or on behalf of the Company or any of their affiliates, and that we are aware of the risks associated therewith and have the information we deem relevant. We further acknowledge that none of Company or any of their affiliates has made any representations to us, express or implied, with respect to the Company or the New Shares. Accordingly, we do not hold the Company responsible or in any way liable to us in connection with our commitment hereunder or investment in the New Shares. We further confirm, notwithstanding that the information memorandum to be prepared for the Rights Issue has not yet been published, that we consider ourselves to have been adequately informed of the terms and conditions of the Rights Issue and other relevant circumstances in connection therewith and that we waive, to the extent possible, any and all possible rights to withdraw our undertakings due to new information, changed circumstances or changed conditions for the undertakings.
14. We are aware of, and agree to, that the contents of this letter agreement may be disclosed in press releases relating to the Rights Issue, in the information memorandum that will be prepared with respect to the Rights Issue as well as in other public communications with respect to the Rights Issue.
15. We undertake not to disclose information and knowledge about the Company, or the contents of this letter agreement, that we have received due to our undertakings according to this letter agreement and which has not previously been available to us before, or that is or has become public knowledge other than by a violation of this letter agreement. We are further aware of that the contents of this letter may constitute "inside information" as defined in Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (the Market Abuse Regulation) and in the Swedish Market Abuse Penalties Act (SFS 2016:1307) (by reference to the Market Abuse Regulation) and we agree to keep the contents hereof confidential until such information has been publicly announced by the Company. We will, and will procure our representatives to, comply with all applicable securities laws in connection with the purchase or sale, directly or indirectly, of securities in the Company.
16. We accept that minor adjustments of, and amendments to, the terms and conditions concerning the Rights Issue can be made without it affecting our commitment under this letter agreement. We are aware of and hereby accept that amendments (including, inter alia, prolongation) to the Subscription Period and payment period of the Rights Issue may take place, and that such changes in the timetable shall not affect our commitment to this letter agreement. We further confirm that we shall be bound by all our undertakings under this letter agreement, regardless of whether circumstances arise relating to the Company or the market conditions.
17. Our rights and obligations under this letter agreement cannot be transferred to a third party. We acknowledge and agree that our counterparties to this letter agreement may assign their rights

under this letter agreement, including without limitation any claims for damages or to enforce this letter agreement, in the event that we are in breach of this letter agreement.

18. We agree, to the fullest extent permitted by Swedish law, to indemnify the Company against any claim, damage or loss, including reasonable cost for legal counsel, that may occur due to our failure to fulfil our obligations under this letter agreement.
19. We acknowledge and agree for the benefit of the Company that the New Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
20. This letter agreement may be signed electronically or via PDF copy in one or more copies and all such copies, not all of which need to contain signatures from the parties, shall be considered as an original.
21. This letter agreement shall be governed by the laws of Sweden, without application of the conflicts of laws provisions thereof. Any dispute, controversy or claim arising out of or in connection to this letter agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish or English. The parties acknowledge that arbitration under this letter agreement may involve more than two parties and accept that more than two parties are parties to the same arbitration. Arbitration initiated with reference to this arbitration clause shall be treated as confidential by the parties and may not be disclosed to third parties without the other parties’ approval. Such confidentiality includes all information which is disclosed in the course of the arbitration as well as decisions and awards rendered as a result of the arbitration. A party shall, however, not be prevented from disclosing such information if so required under applicable laws and regulations (including applicable stock exchange regulations).
22. If any portion of our Guarantee Commitment is not called upon under this Rights Issue, then we undertake to allocate the full uncalled amount to subscribe and pay for shares in the Company in a separate directed issue of shares under the same pricing terms as in the Rights Issue.
23. The undertaking in this letter agreement shall be terminated if the Rights Issue has not been resolved by the Company’s board of directors or a general meeting in the Company on or before 30 August 2023. If this letter agreement is terminated in accordance with the above, we acknowledge and agree that we will not be entitled to any Guarantee Commission, or any other fee or compensation, under this letter agreement.

Yours faithfully,

Date: As digitally signed

THE BRAND LABORATORIES FZ

Steven Schapera

(If applicable, please attach documentation evidencing your authority to sign on behalf of the committed party.)

The above is hereby accepted and agreed:

Date: As digitally signed

Simris Group AB

By: Julian Read, CEO

Appendix 1

1. Identity and address

Name of committed party: THE BRAND LABORATORIES FZ

Corporate/personal ID number:

LEI-number (only legal entities):

Contact person: Steven Schapera

Telephone No:

Address:

Mailing Address:

E-mail address:

2. Subscription commitment - Existing shareholders*

Number of shares in the Company currently held by you: 3,576,705

I/we commit to subscribe for my/our pro-rata share.

If deviation from pro-rata**

- total committed amount (SEK): 482,855.04

* **PLEASE NOTE!** A commitment in this Section 2, which only refers to subscription based on preferential rights, must also be notified to your bank/nominee during the regular subscription period. The company cannot execute such subscription on your behalf. ** If the committed amount exceeds our pro-rata share, I/we understand that we are not guaranteed allotment for such exceeding amount.

3. Subscription commitment - External investors

I/we, not being an existing shareholder, commit to subscribe for the following without any preferential rights or commission:

Committed amount (SEK):

4. Guarantee Commitment

Committed amount (SEK): 11,674,947.24

5. VP-account/nominee account* for delivery of New Shares**

Bank/securities institution:

Account number:

Account holder:

*** **PLEASE NOTE!** If the nominee registered account is linked to an endowment insurance or an investment savings account (ISK), you may need to follow special instructions from your bank / nominee regarding subscription and payment. The company does not bear any responsibility towards the committed party, if the receiving bank or nominee, for any reason, does not accept delivery to such account.

6. Bank account details for receiving Guarantee Commission

Bank:

Account number:

Account holder:

To:
Simris Group AB (publ)
(the "Company")

Issue of shares - Undertakings

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Upon full subscription in the Rights Issue, the Company will receive proceeds of approximately SEK 24.3 million, where up to 100 percent of the Rights Issue is intended to be secured through subscription and guarantee commitments.

The board of directors of the Company (the "**Board**") intends to propose that an extraordinary general meeting resolves on the Rights Issue no later than 21 July 2023. Each existing share in the Company will entitle the holder to one (1) subscription right, and two (2) subscription rights will entitle the holder to subscription of one (1) New Share. The subscription price to be paid for each New Share will be SEK 0.27 (the "**Subscription Price**"). The subscription period in the Rights Issue is expected to occur between 1 - 15 August 2023 (the "**Subscription Period**").

On the terms and conditions set forth below, it is our desire to subscribe and pay for New Shares, with and without preferential rights, as applicable, and we acknowledge that it is in the best interest of the Company that we make the commitments set forth below. Furthermore, we acknowledge that the Company has entered, or will enter, into similar letter agreements with other external guarantors and with committed shareholders (together with ourselves, the "**Investors**") with respect to the subscription and payment for New Shares.

Against the above background, we hereby irrevocably undertake and agree, for the benefit of the Company, as follows:

Paragraph 1-3 below are only applicable to Investors who are existing shareholders as of the date hereof.

24. If we, as of the date hereof, are shareholders in the Company, we have stated the number of shares in the Company which we hold in Appendix 1 (Section 2) (the "**Existing Shares**"). The undertakings set out below as regards Existing Shares will only apply to us to the extent we own Existing Shares on the date hereof or if we acquire shares in the Company prior to the record date of the Rights Issue, as defined below (such acquired shares will then be deemed Existing Shares for purposes of this undertaking). During the period commencing on the date hereof and ending two weeks following the date of announcement of the final outcome of the Rights Issue, we irrevocably undertake (without any rights to withdraw from this undertaking) not to sell, transfer, grant an option or other rights over or in other way dispose of the Existing Shares or enter into any transaction that would have the same economic effects as the foregoing or an economic effect of hedging or otherwise mitigating our risks associated with this letter agreement.
25. We irrevocably and unconditionally commit, if applicable, to subscribe and pay for, at the Subscription Price and otherwise in accordance with the terms and conditions of the Rights Issue, either by exercising all of the subscription rights allotted to us in respect of the Existing Shares or, if not pro-rata, such maximum number of New Shares that corresponds to the committed amount set forth in Appendix 1 (Section 2). We acknowledge and agree that there is **no guarantee that we will be entitled to subscribe for any New Shares exceeding our pro-rata share.**
26. We understand that fulfilment of our commitment above requires that we, during the Subscription Period, notify the exercise of our subscription rights to the bank that holds our subscription rights, if applicable.
27. We irrevocably and unconditionally commit to subscribe for, without the support of subscription rights and preferential rights, such number of New Shares as set out in Appendix 1 (Section 3) and, if we are allotted such New Shares (in whole or in part), pay for such New Shares at the

Subscription Price and otherwise in accordance with the terms and conditions of the Rights Issue. We acknowledge and agree that there is **no guarantee that we will be entitled to subscribe for any New Shares under such commitment.**

28. We irrevocably and unconditionally commit to subscribe and pay for, on one or more occasions, at the Subscription Price as set forth herein and otherwise in accordance with the terms and conditions of the Rights Issue, upon the request of the Company, such maximum number of New Shares that corresponds to the committed amount set forth in Appendix 1 (Section 4) (the "**Guarantee Commitment**"). A request pursuant to this section 5 (a "**Subscription Request**") shall be made in writing. Such undertaking also includes, if the Company so requests, the obligation to take over and pay for any New Shares that have been subscribed for and allotted to others but not paid for in due time in which case the Company shall issue and send to us an additional contract note relating to each such request; such New Shares shall also constitute New Shares for purposes of this letter agreement. Further, from the date hereof and ending on the date of announcement of the final outcome of the Rights Issue, we undertake not to (a) reduce the Guarantee Commitment through sub-underwriting or by any other means or (b) enter into any other transactions which are intended, directly or indirectly, to have an economic effect of hedging or which otherwise mitigate the economic risk associated with Guarantee Commitment.
29. We acknowledge and agree (i) that there is no guarantee that we will be entitled to subscribe for any New Shares in accordance with section 5 above, and (ii) that, in the event that a Subscription Request is made, the Company will determine the number of New Shares to be subscribed and paid for by us by taking into account corresponding commitments made by other guarantors in the Rights Issue and, to the extent possible, allocating New Shares to each guarantor on a pro rata basis in relation to each guarantor's commitment (and otherwise by lottery), taking into account section 7 as applicable (and otherwise by lottery).
30. If we subscribe and pay for any New Shares during the Subscription Period of the Rights Issue, the number of New Shares that we have undertaken to subscribe and pay for pursuant to section 4 and 5 above shall be reduced by the number of New Shares subscribed for by us during the Subscription Period, however, subject to (a) us notifying the company of the subscription no later than on the last day of the Subscription Period, and (b) that we, in connection with any request to subscribe and pay for New Shares pursuant to section 4 and 5 above, present to the Company a contract note or similar document issued by our broker or custodian bank evidencing the subscription and payment of New Shares, including the number thereof. For the avoidance of doubt, this section 7 shall not be applicable to the extent we subscribe for New Shares by exercising any allotted subscription rights due to us holding shares in the Company (including the Existing Shares).
31. As consideration for our commitment to subscribe and pay for New Shares in accordance with section 5 above, based on this letter agreement, the Company shall pay us a guarantee commission equal to 20 percent of the Guarantee Commitment as set forth in Appendix 1 (Section 4) (the "**Guarantee Commission**") in the form of shares by the Company deciding on a directed issue of shares to the Guarantor, whereby the claim for Guarantee Compensation is set off against the payment for the shares subscribed by the Guarantor. The replacement issue must take place on the terms decided by the Company with a subscription price that corresponds to the subscription price of the Rights Issue, which the Company deems to be marketwise. If the Guarantor is part of the circle of persons covered by ch. 16 the Companies Act (the so-called Leo Act) an extra general meeting with a 9/10 majority is required for this to be possible, which the Company cannot guarantee.
32. We acknowledge that the validity of the Company's undertaking is conditional on extra general meeting in the Company approving it.
33. Subject to us having performed all our obligations under this letter agreement, the Guarantee Commission shall be paid by the Company no later than fourteen (14) business days after the date of announcement of outcome of the Rights Issue (which announcement is expected to be made

on or around 4 August 2023). Payment, which has been elected to be paid in New Shares, will be issued to us, or our nominee, at the earliest reasonable opportunity thereafter. No other commission will be paid to us or accepted by us.

34. We represent and warrant that (i) the information provided in Appendix 1 is true and accurate in every respect, (ii) we have full power, capacity and authority to execute this letter agreement and to complete the transactions contemplated by it, and upon its execution, this letter agreement and the transactions contemplated by it will constitute valid, enforceable and binding obligations on us, and (iii) that no consents or approvals of or filings with any governmental or other regulatory body are required for us to enter into this letter agreement or to fulfil any of our undertakings set forth herein, and (iv) we have sufficient financial resources to fulfill our obligations under this letter agreement.
35. We acknowledge and agree that the Company and the other guarantors in the Rights Issue will be relying upon this letter agreement in entering into similar letter agreements, respectively, and committing to subscribe for the New Shares.
36. We confirm that our investment decision is based upon our own judgment and analysis and not upon any view expressed or information provided by or on behalf of the Company or any of their affiliates, and that we are aware of the risks associated therewith and have the information we deem relevant. We further acknowledge that none of Company or any of their affiliates has made any representations to us, express or implied, with respect to the Company or the New Shares. Accordingly, we do not hold the Company responsible or in any way liable to us in connection with our commitment hereunder or investment in the New Shares. We further confirm, notwithstanding that the information memorandum to be prepared for the Rights Issue has not yet been published, that we consider ourselves to have been adequately informed of the terms and conditions of the Rights Issue and other relevant circumstances in connection therewith and that we waive, to the extent possible, any and all possible rights to withdraw our undertakings due to new information, changed circumstances or changed conditions for the undertakings.
37. We are aware of, and agree to, that the contents of this letter agreement may be disclosed in press releases relating to the Rights Issue, in the information memorandum that will be prepared with respect to the Rights Issue as well as in other public communications with respect to the Rights Issue.
38. We undertake not to disclose information and knowledge about the Company, or the contents of this letter agreement, that we have received due to our undertakings according to this letter agreement and which has not previously been available to us before, or that is or has become public knowledge other than by a violation of this letter agreement. We are further aware of that the contents of this letter may constitute "inside information" as defined in Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (the Market Abuse Regulation) and in the Swedish Market Abuse Penalties Act (SFS 2016:1307) (by reference to the Market Abuse Regulation) and we agree to keep the contents hereof confidential until such information has been publicly announced by the Company. We will, and will procure our representatives to, comply with all applicable securities laws in connection with the purchase or sale, directly or indirectly, of securities in the Company.
39. We accept that minor adjustments of, and amendments to, the terms and conditions concerning the Rights Issue can be made without it affecting our commitment under this letter agreement. We are aware of and hereby accept that amendments (including, inter alia, prolongation) to the Subscription Period and payment period of the Rights Issue may take place, and that such changes in the timetable shall not affect our commitment to this letter agreement. We further confirm that we shall be bound by all our undertakings under this letter agreement, regardless of whether circumstances arise relating to the Company or the market conditions.
40. Our rights and obligations under this letter agreement cannot be transferred to a third party. We acknowledge and agree that our counterparties to this letter agreement may assign their rights

under this letter agreement, including without limitation any claims for damages or to enforce this letter agreement, in the event that we are in breach of this letter agreement.

41. We agree, to the fullest extent permitted by Swedish law, to indemnify the Company against any claim, damage or loss, including reasonable cost for legal counsel, that may occur due to our failure to fulfil our obligations under this letter agreement.
42. We acknowledge and agree for the benefit of the Company that the New Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
43. This letter agreement may be signed electronically or via PDF copy in one or more copies and all such copies, not all of which need to contain signatures from the parties, shall be considered as an original.
44. This letter agreement shall be governed by the laws of Sweden, without application of the conflicts of laws provisions thereof. Any dispute, controversy or claim arising out of or in connection to this letter agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish or English. The parties acknowledge that arbitration under this letter agreement may involve more than two parties and accept that more than two parties are parties to the same arbitration. Arbitration initiated with reference to this arbitration clause shall be treated as confidential by the parties and may not be disclosed to third parties without the other parties’ approval. Such confidentiality includes all information which is disclosed in the course of the arbitration as well as decisions and awards rendered as a result of the arbitration. A party shall, however, not be prevented from disclosing such information if so required under applicable laws and regulations (including applicable stock exchange regulations).
45. If any portion of our Guarantee Commitment is not called upon under this Rights Issue, then we undertake to allocate the full uncalled amount to subscribe and pay for shares in the Company in a separate directed issue of shares under the same pricing terms as in the Rights Issue.
46. The undertaking in this letter agreement shall be terminated if the Rights Issue has not been resolved by the Company’s board of directors or a general meeting in the Company on or before 30 August 2023. If this letter agreement is terminated in accordance with the above, we acknowledge and agree that we will not be entitled to any Guarantee Commission, or any other fee or compensation, under this letter agreement.

Yours faithfully,

Date: As digitally signed

NAMAQUA HOLDINGS LTD

William Cid De La Paz

(If applicable, please attach documentation evidencing your authority to sign on behalf of the committed party.)

The above is hereby accepted and agreed:

Date: As digitally signed

Simris Group AB

By: Julian Read, CEO

Appendix 1

1. Identity and address

Name of committed party: NAMAQUA HOLDINGS LTD

Corporate/personal ID number:

LEI-number (only legal entities):

Contact person: William Cid De La Paz

Telephone No:

Address:

Mailing Address:

E-mail address:

2. Subscription commitment - Existing shareholders*

Number of shares in the Company currently held by you: 5,886,000

I/we commit to subscribe for my/our pro-rata share.

If deviation from pro-rata**

- total committed amount (SEK): 794,610.00

* **PLEASE NOTE!** A commitment in this Section 2, which only refers to subscription based on preferential rights, must also be notified to your bank/nominee during the regular subscription period. The company cannot execute such subscription on your behalf. ** If the committed amount exceeds our pro-rata share, I/we understand that we are not guaranteed allotment for such exceeding amount.

3. Subscription commitment - External investors

I/we, not being an existing shareholder, commit to subscribe for the following without any preferential rights or commission:

Committed amount (SEK):

4. Guarantee Commitment

Committed amount (SEK):

5. VP-account/nominee account* for delivery of New Shares**

Bank/securities institution:

Account number:

Account holder:

*** **PLEASE NOTE!** If the nominee registered account is linked to an endowment insurance or an investment savings account (ISK), you may need to follow special instructions from your bank / nominee regarding subscription and payment. The company does not bear any responsibility towards the committed party, if the receiving bank or nominee, for any reason, does not accept delivery to such account.

6. Bank account details for receiving Guarantee Commission

Bank:

Account number:

Account holder: