

TERMS AND CONDITIONS FOR WARRANTS 2026/2030 II

These terms and conditions govern the Warrants issued by Wyld Networks AB (publ), reg. no. 559307-1102, to Alumni Capital Limited pursuant to the Convertible Loan Facility Agreement, dated 6 October 2026 (the “Agreement”).

1. Definitions

Capitalized terms not defined in these Warrant Terms have the meanings given in the Agreement.

TERM	MEANING
Company	Wyld Networks AB (publ), reg. no. 559307-1102.
Exercise Notice	a written notice from the Holder to the Company specifying the number of Warrants to be exercised, substantially in the form set out in Clause 10.
Exercise Settlement Date	the date on which Warrant Shares subscribed for pursuant to an Exercise Notice are to be issued, registered and delivered to the Holder, which shall be as soon as practicable and, in any event, no later than five (5) Business Days after receipt by the Company of a valid Exercise Notice and payment of the aggregate Exercise Price, unless a longer period is required by mandatory Swedish law or applicable registration procedures.
Holder	the Investor or any permitted transferee, nominee or other person registered as holder of a Warrant from time to time.
New Securities	any Shares, rights to Shares or securities convertible into, exchangeable for or carrying rights to subscribe for Shares issued or agreed to be issued by the Company, including warrants, options, convertible instruments, equity lines, variable price instruments and commitments to issue any such securities.
Subscription	subscription for new Shares through exercise of Warrants in accordance with Chapter 14 of the Companies Act and these Warrant Terms.
Warrant Terms	these Terms and Conditions for Warrants 2026/2030 II.

2. Number and form of Warrants

- 2.1. The Company shall issue such aggregate number of Warrants as is calculated pursuant to Clause 9.2 and Exhibit 6 of the Agreement, in two tranches in accordance with Clause 9.1 of the Agreement.
- 2.2. Each Warrant shall entitle the Holder to subscribe for one (1) Warrant Share at the Exercise Price during the Exercise Period, subject to recalculation and adjustment under these Warrant Terms.

- 2.3. The Warrants shall be registered with the SCRO and, if applicable, Euroclear Sweden, or otherwise documented, registered and delivered in a manner reasonably acceptable to the Holder and consistent with Swedish law.
- 2.4. The Warrants shall be freely transferable subject only to applicable securities laws, MAR, takeover rules, the rules of First North and the rules of Euroclear Sweden. The Company shall take all reasonable steps required to facilitate any lawful transfer of Warrants by the Holder.
- 2.5. The Warrants shall not be admitted to trading unless the Parties agree otherwise in writing.

3. Exercise Price and Exercise Period

- 3.1. The Exercise Price shall be equal to 125 % of the VWAP of the Shares on First North on the Funding Price Reference Day, as reported by Bloomberg or, if unavailable, Nasdaq Nordic or Refinitiv, rounded down to the nearest whole *öre*, provided that the Exercise Price shall never be less than the quota value of the Shares unless permitted by mandatory Swedish law. Such portion of the Exercise Price that exceeds the quotient value of the previous shares shall be transferred to the unrestricted premium reserve.
- 3.2. Subject to Clause 3.4, the Exercise Period for each Warrant shall commence on the date on which such Warrant has been validly issued and delivered to the Holder or its nominee and is legally exercisable, and shall end on the fourth (4) anniversary of such date.
- 3.3. Subscription may not be made after expiry of the Exercise Period, as extended pursuant to these Warrant Terms. Warrants not exercised before expiry shall lapse without compensation.
- 3.4. If, during the Exercise Period, the Company is legally prevented from issuing, registering, delivering or admitting to trading Warrant Shares due to mandatory law, regulation, a trading halt, an order or decision of a competent court, authority or marketplace, FDI screening, takeover restrictions or any other legal restriction, the Exercise Period shall be extended day-for-day for the period during which such restriction applies. The Company shall not be entitled to refuse or delay exercise solely because the Company is in possession of inside information, unless exercise or issuance would be unlawful under applicable law or regulation.

4. Exercise procedure

- 4.1. To exercise Warrants, the Holder shall deliver an Exercise Notice to the Company stating the number of Warrants exercised, the number of Warrant Shares to be subscribed for and the intended method of payment or exercise, including cash payment or set-off to the extent permitted by these Warrant Terms.
- 4.2. The Holder may exercise all or any portion of its Warrants from time to time during the Exercise Period.

- 4.3. The Holder may satisfy the aggregate Exercise Price for Warrant Shares subscribed for upon exercise of Warrants by: (a) payment in cash in SEK to the bank account designated by the Company, or (b) set-off against any undisputed, due and payable claim held by the Holder or any of its Affiliates against the Company, including any claim arising under any convertible loan note, loan agreement, fee arrangement, indemnity, reimbursement obligation or other Transaction Document, in each case to the extent permitted by mandatory Swedish law and the Companies Act. The Company shall not unreasonably withhold, delay or condition any confirmation, board approval, set-off statement, subscription list, auditor statement or other document required to implement payment by set-off, provided that the relevant method is permitted under mandatory Swedish law.
- 4.4. Upon receipt of a valid Exercise Notice and payment of the applicable Exercise Price, the Company shall without delay and by no later than the Exercise Settlement Date (a) take all corporate actions required to issue and allot the Warrant Shares to the Holder, (b) apply for registration of the Warrant Shares with the SCRO, (c) cause the Warrant Shares to be delivered through Euroclear Sweden or another applicable CSD to the Holder's designated account, and (d) apply for admission to trading of the Warrant Shares on First North and procure such admission as soon as practicable and no later than five (5) Trading Days after registration of the relevant share capital increase with the SCRO, to the extent required by applicable rules.
- 4.5. If the Company fails to issue, register and deliver the relevant Warrant Shares by the Exercise Settlement Date because it does not then have the corporate authorization or other ability required to issue such Warrant Shares, the Company shall pay the Holder a delivery failure fee calculated in accordance with the following formula:

$$F = W \times [\max(0, H - P) \times 0.50]$$

Where:

- F = the fee owed to the Holder for failed delivery;
- W = the number of Warrant Shares specified in the relevant Exercise Notice that have not been issued, registered and delivered;
- H = the highest traded price of the Shares on First North during the period from delivery of the relevant Exercise Notice to the Exercise Settlement Date; and
- P = the Exercise Price applicable at the time of delivery of the relevant Exercise Notice.

For each Business Day after the Exercise Settlement Date on which the relevant Warrant Shares have not been issued, registered and delivered, the Company shall pay the Holder an additional amount equal to 1 % of F ($F \times 0.01$). Any amounts payable under this Clause 4.5 shall be payable on demand and are without prejudice to any other rights or remedies available under Applicable Law, subject to no double recovery.

- 4.6. For the purposes of these Warrant Terms, "Market Price" means, in respect of any Exercise Notice, the VWAP of the Shares on First North on the Trading Day immediately preceding the relevant Exercise Notice or, if such VWAP is not available, the official closing bid price of the

Shares on First North on such Trading Day, in each case as reported by Nasdaq Nordic, Bloomberg, Refinitiv or another recognized market data service and adjusted for any share split, consolidation or similar corporate action.

- 4.7. The Company shall not include inside information in any communication to the Holder in connection with the exercise of Warrants unless such disclosure is made in compliance with MAR.
- 4.8. The Company may not issue fractions of Warrant Shares. Any fraction shall be rounded down to the nearest whole Warrant Share.

5. Rights attaching to Warrant Shares

- 5.1. Prior to exercise, Warrants do not confer on the Holder any right to vote, receive dividends or participate in any distribution or entitlement in respect of Shares, except as expressly provided in these Warrant Terms.
- 5.2. Warrant Shares issued upon exercise shall be validly issued, fully paid, freely transferable subject to applicable law, eligible for settlement with Euroclear Sweden, admitted to trading on First North to the extent required by applicable rules and rank pari passu in all respects with existing Shares, including as to voting rights, dividends and other distributions, with effect from registration with the SCRO and entry in the Company's share register maintained by Euroclear Sweden.

6. Recalculation for corporate actions

- 6.1. If the Company carries out a bonus issue, share split, reverse share split, rights issue of shares, rights issue of warrants, rights issue of convertibles, reduction of share capital, extraordinary dividend or other distribution, merger, demerger, liquidation, compulsory redemption, change of control transaction or comparable corporate action affecting the economic value of the Warrants, the number of Warrant Shares for which each Warrant may be exercised and/or the Exercise Price shall be recalculated so as to preserve, as far as practicable, the economic position of the Holder immediately before such action.
- 6.2. Any recalculation shall be made by the Company in good faith in accordance with customary Swedish market practice for subscription warrants, after consultation with the Company's auditor or an independent financial adviser. The Company shall notify the Holder promptly and provide reasonable supporting calculations.
- 6.3. If the Holder does not agree with a recalculation made by the Company, the Holder may request that the recalculation be reviewed by an independent financial adviser appointed by agreement between the Company and the Holder or, failing agreement within five (5) Business Days, by the SCC Arbitration Institute. The determination of such adviser shall, absent manifest error, be final and binding. The Company shall bear the costs of such adviser unless the adviser determines that the Holder's objection was manifestly unfounded.

- 6.4. No adjustment shall be made that would reduce the number of Warrant Shares or increase the Exercise Price except to the extent required to reflect a reverse share split or comparable corporate action and only in a manner that preserves, as far as practicable, the economic position of the Holder.
- 6.5. If a public takeover offer, merger, demerger, compulsory redemption, liquidation, delisting or other transaction is proposed which may result in the Shares ceasing to be admitted to trading or shareholders ceasing to hold Shares, the Company shall promptly notify the Holder and, to the extent legally possible, ensure that the Holder is given a reasonable opportunity to exercise the Warrants before the transaction becomes effective or that the Warrants are adjusted or exchanged for rights to receive the consideration the Holder would have received had the Warrants been exercised immediately before completion, subject to payment of the Exercise Price.

7. Company undertakings

- 7.1. The Company shall maintain at all times during the Exercise Period all corporate authorizations necessary to permit the exercise of all outstanding Warrants and the issue, registration, delivery and admission to trading of all Warrant Shares.
- 7.2. The Company shall reserve and maintain available for issue during the Exercise Period such number of authorized but unissued Shares as is sufficient to permit the exercise in full of all outstanding Warrants after giving effect to all adjustments.
- 7.3. The Company shall not take any action that would prevent or materially impair the exercise of the Warrants or the issue, registration, settlement, delivery or admission to trading of the Warrant Shares, except to the extent required by mandatory law or by a final order of a competent court or authority.

8. Information and notices

- 8.1. The Company shall give the Holder prompt written notice of any proposed corporate action, issue of New Securities or other event that may result in recalculation or otherwise affect the Warrants, in any event no later than the time such information is made public or required to be provided to shareholders generally.
- 8.2. All notices, requests, demands, approvals, waivers and other communications under these Warrant Terms shall be in writing and in the English language. A notice shall be deemed received when the receiving party confirms receipt. If receipt is not confirmed, a notice shall be deemed received:
- a) if delivered by hand or sent by reputable international overnight courier, on the date of delivery if received before 5:00 p.m. CET on a Business Day, otherwise on the next Business Day;

- b) if sent by registered mail, two (2) Business Days after sending within Sweden or five (5) Business Days after sending internationally; and
- c) if sent by e-mail, when transmitted, provided that the sender has not received an automated delivery-failure message, provided however that notices other than Exercise Notices sent after 5:00 p.m. CET on a Business Day or on a day that is not a Business Day shall be deemed received on the next Business Day.
- d) Notwithstanding the foregoing, an Exercise Notice delivered under the Warrant Terms shall be deemed received by the Company when transmitted by e-mail to the Company, provided that the Holder has not received an automated delivery-failure message. The Holder shall send copies of each Exercise Notice to the Company's counsel and issuer agent to the extent their contact details have been notified to the Holder, provided that failure to send such copies shall not invalidate an Exercise Notice duly sent to the Company.

Notice details

If to the Company:

Wyld Networks AB (publ)

Address: Skeppsbron 13 B, 211 20 Malmö, Sweden

Attention: Kjell Olovsson, Scott Moore

E-mail: kjell.olvsson@wyldnetworks.com, scott.moore@trantoradvisors.com

If to the Investor:

Alumni Capital Limited

Address: 601 Brickell Key Dr, Miami, FL, 33131, USA

Attention: Xavier Indeglia, Ashkan Mapar, Jared Alexandria

E-mail: xavier@alumnicapital.com, ashkan@alumnicapital.com,
operations@alumnicapital.com

9. Governing law and disputes

- 9.1. These Warrant Terms shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflicts of law rules and principles.
- 9.2. Any dispute, controversy or claim arising out of, or in connection with, these Warrant Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The arbitral tribunal shall be composed of three (3) arbitrators.

- 9.3. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 9.4. The parties undertake to procure that all arbitration proceedings conducted in accordance with these Warrant Terms shall be kept strictly confidential. This undertaking shall apply to the fact that arbitration proceedings have been initiated, all information disclosed during such proceedings, and any decision or award made or declared by the arbitral tribunal. Such information may not be disclosed to a third party without the prior written consent of the other party, except to the extent a party is required to disclose information to safeguard its rights in the proceedings or pursuant to applicable law or stock exchange regulation.

10. Form of Exercise Notice

To: Wyld Networks AB (publ)

From: [Holder]

Date: [●]

The undersigned hereby exercises [●] Warrants and subscribes for [●] Warrant Shares at the Exercise Price of SEK [●] per Warrant Share. The aggregate Exercise Price of SEK [●] has been paid / will be paid to the Company in accordance with the Warrant Terms. Please deliver the Warrant Shares to the following VP/CSD or nominee account: [●]. This exercise is subject to the Regulatory Ownership Limit.

[Holder]

Signature: _____

Name: _____

Title: _____