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THE BOARD OF DIRECTORS' PROPOSAL ON THE ADOPTION OF A WARRANT PROGRAMME OR A CALL OPTION PROGRAMME ("IP 2022") FOR SENIOR MANAGERS AND OTHER KEY INDIVIDUALS

The Board of Directors proposes that the General Meeting resolves to adopt a warrant programme (the "Warrant Programme") through an issue of warrants and approving transfer of the warrants to senior managers and other key individuals in the company and its subsidiaries. Alternatively, the Board of Directors proposes that the General Meeting resolves to adopt a call option programme (the "Call Option Programme") to senior managers and other key individuals in the company and its subsidiaries. Regardless of which of the two programmes the General Meeting resolves to introduce, the adopted programme will be referred to as IP 2022 in the company's future documentation. In the two alternative proposals, participants are proposed to receive a subsidy of the premium paid for the warrants/options.

In the two alternative proposals, the Board of Directors proposes that the Board of Directors shall be authorised to enter into one or more share swap agreements with third parties on one or more occasions. Share swap agreements aim to hedge the financial exposure for both the programmes, in the event that employees outside of Sweden are offered a similar cash-based alternative to one of the programmes, and other possible risks arising from the introduction of the Warrant Programme or the Call Option Programme. Regarding the Call Option Programme, the share swap agreement further implies that a third party undertakes to, in its own name, in return for remuneration, buy and transfer shares in the company to the participants in the Call Option Programme in order to secure the company's obligations under the Call Option Programme.

The Board of Directors consider it important, and in the interest of all shareholders, that senior managers and other key individuals, who are deemed to be important for the company's continued development, should, through their own investment, be able to take part of and work for a positive value development of the company's shares and thereby achieve increased community of interest with the company's shareholders. The purpose of the Warrant Programme or the Call Option Programme is also to contribute to executives increasing their shareholding in the company in the long term. The two alternative programmes are also expected to create conditions for retaining and recruiting competent staff to Gränges, providing competitive remuneration and reconciling the interests of shareholders and management.

This proposal has been prepared by the Board of Directors in consultation with external advisors.

A. The Board of Directors' proposal regarding adopting a warrant programme for senior managers and other key individuals

A1. Directed issue of warrants

The Board of Directors proposes that the General Meeting resolves on a directed issue of not more than 900,000 warrants in accordance with the following terms and conditions.

1. The right to subscribe for new warrants shall, with deviation from the shareholders' preferential rights, be granted to the company itself. The intention is that the warrants shall be transferred to approximately 15 senior managers and other key individuals in the company and its subsidiaries in accordance with item A2 below.
2. The reason for the deviation from the shareholders' preferential rights is that the issue is part of the adaptation of the Warrant Programme, whereby senior managers and other key individuals are given the opportunity to take part in a positive development in the company. The existence of such a programme is expected to increase the ability to attract and retain qualified employees.
3. The warrants are issued free of charge. Upon transfer of the warrants a market-based premium shall be paid, in accordance with A2 (item 4) below.
4. Subscription of the warrants shall be made by subscription on a subscription list no later than June 30, 2022. The Board of Directors shall have the right to extend the subscription period.
5. Each warrant shall entail a right to subscribe for one (1) new share in the company at a subscription price corresponding to 115 percent of the volume-weighted average price of the company's share on Nasdaq Stockholm OMX Mid Cap during the period as of 5 May 2022 up to and including 18 May 2022. The subscription price shall be rounded to the nearest one-hundredth of a Swedish krona (SEK 0.01). SEK 0.005 will be rounded up. When subscribing for shares, the part of the subscription price that exceeds the quota value of the shares shall be added to the unrestricted premium reserve.
6. Subscription of shares upon exercise of the warrants shall be made in accordance with the terms and conditions of the warrants during a period of ten (10) trading days from the date of publication of each respective interim report below.
 - the interim report for the period April 1 – June 30, 2025;
 - the interim report for the period July 1 – September 30, 2025;
 - the interim report for the period October 1 – December 31, 2025; and
 - the interim report for the period January 1 – March 31, 2026.

In the event that the company has not published an interim report for the period January 1 – March 31, 2026 before May 31, 2026, the warrant holders shall be entitled to subscribe for shares during a period as of June 1, 2026 up to and including

June 12, 2026. Subscription of shares upon exercise of the warrants shall take place with regard to the insider legislation in force at any given time.

7. Shares that have been issued through exercise of warrants entail the right to dividends for the first time on the next record date for dividends that occurs after the new shares has been registered with the Swedish Companies Registration Office and the shares have been entered in the share register kept by Euroclear Sweden AB.
8. The terms and conditions set out in Appendix A shall apply to the warrants. As stated in the warrant terms, the subscription price as well as the number of shares that each warrant entitles to may be recalculated in the event that the Board of Directors decides to apply the Net strike formula (Sw. *Nettostrike-formeln*). Furthermore, recalculation may take place in connection with a bonus issue, reverse split or split of shares, new issue, issue of warrants or convertibles and in certain other situations. Furthermore, the time for exercise of the warrants may be brought forward or postponed in certain situations.
9. If all warrants are exercised for subscription of shares, the company's registered share capital will increase by SEK 1,205,797.699526 (subject to the change that may be caused by any recalculation in accordance with the terms and conditions for the warrant).
10. The CEO, or any person appointed by the Board of Directors, shall be entitled to make any minor adjustments that may be required in connection with registration of the resolution with the Swedish Companies Registration Office and Euroclear Sweden AB.
11. Based on the existing number of shares in the company, the dilution as a result of the proposed Warrant Programme, assuming that all warrants are exercised for subscription of shares will be approximately 0,84 percent of both the shares and the votes. The percentage dilution has been calculated according to the formula (number of new shares/total number of shares after exercise of warrants).

A2. Approval of transfer of warrants to senior managers and other key individuals in the company and its subsidiaries

The Board of Directors further proposes that the General Meeting resolves to approve that the company transfers a maximum of 900,000 warrants as follows.

1. The warrants shall be transferred in accordance with the distribution set out below.
 - (a) CEO: not more than 180,000 warrants;
 - (b) Group Management Team: not more than 90,000 warrants per person;
 - (c) Other key individuals: not more than 30,000 warrants per person.
2. If participants refrain from acquiring offered warrants in whole or in part, such unacquired warrants shall be distributed *pro rata* among allotment holders, who have expressed a written interest in acquiring additional warrants, in accordance with the

allocation basis set out in item 1 above. Through this method, the person entitled to acquire warrants will not be able to acquire more than an additional 50 percent of the originally offered number of warrants.

3. The Board of Directors shall finally determine the allocation in accordance with the principles set out in items 1 and 2 above.
4. Upon transfer of the warrants, the market-based premium calculated in accordance with the Black & Scholes warrant valuation model shall be paid for the warrants.
5. Transfer of warrants shall be conditional on the transfer being lawfully possible and that the acquirer enters into an option agreement with the company, according to which the acquirer is obliged to offer the company to acquire the warrants in certain situations. Such an agreement shall also include a right for the company to repurchase part of the warrants/call options from the option holder for the market value in order to contribute to the holder's financing at the time of the exercise of the warrants.
6. In order to encourage participation in the Warrant Programme, a subsidy may be paid which, after deduction of tax and other applicable fees, amounts to 50 percent of the premium paid for each warrant ("Net Contribution"). If the participant has terminated its employment or been terminated within three years of the payment of the warrant premium, an amount corresponding to the Net Contribution shall be repaid to Gränges. The same applies if the participant has disposed of warrants acquired under the Warrant Programme within a period of three years from the payment of the warrant premium. However, the repayment obligation shall be reduced in relation to how long the participant has worked in Gränges during the term of the warrants and in relation to the number of disposed warrants.
7. Transfer of warrants to employees outside Sweden is subject to any tax effects, that there are no legal obstacles and that the Board of Directors considers that such transfer can be made with reasonable administrative and financial resources. The Board of Directors shall have the right to make such minor adjustments to the Warrant Programme as are prompted by applicable foreign laws and regulations. The Board of Directors shall also have the right to resolve that participants should instead be offered the opportunity of a similar cash-based alternative.
8. Furthermore, the Board of Directors shall be authorised to enter into one or more share swap agreements with third parties on one or more occasions on market terms. Share swap agreements aim to hedge the financial exposure in the event that employees outside of Sweden are offered a similar cash-based alternative to the programme and the other possible risks that arise from the introduction of the Warrant Programme.

Majority requirements

The resolutions referred to in item 16 A1 and A2 above are conditional on each other and shall be resolved upon as one resolution. A resolution in accordance with the proposal

requires that the resolution is supported by shareholders with at least nine-tenths (9/10) of both the votes cast and the shares represented at the General Meeting.

B. The Board of Directors' proposal regarding the adoption of a call option programme for senior managers and other key individuals

If the General Meeting does not resolve in accordance with the Board of Directors' proposal regarding the introduction of a Warrant Programme in accordance with items 16 A1 and A2 above, the Board of Directors proposes that the General Meeting resolves to implement a call option programme as set out below.

Terms and conditions for the call options

1. Not more than 900,000 call options shall be issued, which corresponds to approximately 0.84 percent of the total number of shares and votes in the company. The call option programme does not entail any dilution for existing shareholders as it is based on call options regarding already issued shares in the company.
2. The right to acquire the call options shall be offered to approximately 15 senior managers and other key individuals in the company and its subsidiaries in accordance with the distribution set out below.
 - (a) CEO: not more than 180,000 call options;
 - (b) Group Management Team: a maximum of 90,000 call options per person;
 - (c) Other key individuals: a maximum of 30,000 call options per person.
3. If the person entitled to allotment refrains from acquiring offered call options in whole or in part, such unacquired call options shall be distributed *pro rata* among allotment holders, who have expressed a written interest in acquiring additional call options, in accordance with the allocation basis set out in item 2 above. Through this method, the person entitled to acquire call options, will not be able to acquire more than an additional 50 percent of the originally offered number of call options.
4. The Board of Directors shall finally determine the allocation in accordance with the principles set out in items 2 and 3 above.
5. Notification of acquisition of call options shall be made no later than 30 June 2022. The Board of Directors shall have the right to extend the acquisition period.
6. The call options shall be acquired at a premium corresponding to the market value of the call options calculated in accordance with the Black & Scholes option valuation model.
7. The issue of call options to employees outside Sweden is subject to any tax effects, that there are no legal obstacles and that the Board of Directors considers that such allocation can be made with reasonable administrative and financial resources. The Board of Directors shall have the right to make such minor adjustments to the Call

Option Programme as are prompted by applicable foreign laws and regulations. The Board of Directors shall also have the right to decide that participants should instead be offered the opportunity of a similar cash-based alternative.

8. Each call option entitles to acquisition of one (1) share in the company at an exercise price corresponding to 115 percent of the volume-weighted average price of the company's share on Nasdaq Stockholm OMX Mid Cap during the period as of 5 May 2022 up to and including 18 May 2022. The exercise price shall be rounded to the nearest one-hundredth of a Swedish krona (SEK 0.01). SEK 0.005 will be rounded up.
9. Acquisitions of shares based on exercise of call options shall be made during a period of ten (10) trading days from the date of publication of each respective interim report below.
 - the interim report for the period April 1 – June 30, 2025;
 - the interim report for the period July 1 – September 30, 2025;
 - the interim report for the period October 1 – December 31, 2025; and
 - the interim report for the period January 1 – March 31, 2026.

In the event that the company has not published an interim report for the period January 1 – March 31, 2026 before May 31, 2026, the warrant holders shall be entitled to subscribe for shares during a period as of June 1, 2026 up to and including June 12, 2026. Acquisitions of shares shall take place with regard to the insider legislation in force at any given time.

10. The call options are freely transferable. The acquisition of call options shall be conditional on the participant entering into an option agreement with the company, according to which the participant is obliged to offer the company to acquire the call options in certain situations. Such an agreement shall also include a right for the company to repurchase part of the warrants/call options from the option holder for the market value in order to contribute to the holder's financing at the time of the exercise of the call options.
11. The number of shares in the company that the call options entitle to, and the exercise price, may be recalculated in accordance with stock market principles due to, among other things, bonus issue, reverse split or split of shares, new issues, extraordinary dividends, reduction of the share capital or similar measures so that the participant receives equivalent rights as before the event. The exercise price and the number of shares that each call option entitles to may also be recalculated in the event that the Board of Directors decides to apply a so-called Net strike formula, which means that the participant may subscribe for fewer shares at the quota value of the shares when exercising the call options. Furthermore, the time for exercise of the call options may be brought forward or postponed in certain cases. For example, the time of exercise of the call options may be brought forward in the event of a public takeover bid.

12. In order to encourage participation in the Call Option Programme, a subsidy may be paid which, after deduction of tax and other applicable fees, amounts to 50 percent of the premium paid for each call option ("Net Contribution"). If the participant has terminated his employment or been terminated within three years of the payment of the option premium, an amount corresponding to the Net Contribution shall be repaid to Gränges. The same applies if the participant has disposed of call options acquired under the Call Option Programme within a period of three years from the payment of the option premium. However, the repayment obligation shall be reduced in relation to how long the participant has worked in Gränges during the term of the call options and in relation to the number of disposed call options.
13. No new shares will be issued by the company in respect of the shares that may be acquired by the participants through the exercise of issued call options. The shares will instead be delivered by authorising the Board of Directors to, on one or more occasions, enter into one or more share swap agreements with third parties on market terms, through which the third party in its own name acquires and transfers shares to the participants. Share swap agreements also aim to, hedge the financial exposure in the event that employees outside of Sweden are offered a similar cash-based alternative to the programme, and the other possible risks that arise from the introduction of the Call Option Programme.
14. Within the framework of the above-mentioned terms and conditions and guidelines, the Board of Directors shall be responsible for the detailed establishment and management of the Call Option Programme.

Majority requirements

The resolution under this item 16 B on the agenda is conditional on the General Meeting not resolving in accordance with the Board of Directors' proposal under item 16 A1 and A2 on the agenda. For resolutions in accordance with the proposal under this item, the resolution must be supported by shareholders with at least half of the votes cast.

Costs for the Warrant Programme or the Call Option Programme

The Warrant Programme and the alternative Call Option Programme have been prepared in consultation with external advisors and the costs for this advice are estimated to amount to no more than SEK 280 000. In addition to the cost for this advice, certain administrative costs are expected to arise which are expected to have a marginal impact on the company's key figures.

The costs for the Warrant Programme or the Call Option Programme also consist of the subsidy that will be paid in accordance with the above and the social security contributions that relate to this subsidy. The total cost of the subsidy, including social security contributions, is estimated to approximately MSEK 10 after corporate tax. The option premium of approximately MSEK 10 received by the company upon transfer of the warrants or upon transfer of the call options, will correspond to the subsidy, why none of the proposed programmes are expected to entail any significant net burden on the company's equity.

Other outstanding share-related incentive programmes

In order to stimulate long-term involvement, senior managers were offered long-term incentive programmes (LTI 2019, LTI 2020 and LTI 2021) following the adoption of the resolutions by the Annual General Meetings for 2019, 2020 and 2021. The programmes are for a term of three years. An amount corresponding to the outcome of the STI for the corresponding year for each participant is reserved in a separate, so-called, LTI bank. Provided that employment with the Gränges Group has not terminated, the amount is paid out at a rate of one-third per year, adjusted to take into account the total return on the Gränges share. Senior managers and other members of the Group Management were in 2020 offered to participate in a long-term investment programme ("IP 2020"), which is a one-off programme aimed at increasing exposure to the Gränges share. The participants in IP 2020 invested an amount corresponding to up to 50 per cent of an annual basic salary before tax in call options and shares and received in connection thereto a cash contribution which, after tax, amounts to 50 per cent of the annual basic salary, which in the programme is called the "Net Contribution". If the participant has resigned or the participant's employment has been terminated within three years from the date of payment of the Net Contribution the contribution has to be refunded to Gränges in its entirety.

Stockholm in March 2022

Gränges AB (publ)

The Board of Directors