

**Resolution No. [●] of the Extraordinary General Meeting
of Urteste Spółka Akcyjna, having its registered office in Gdańsk,
dated 6 December 2024**

on the election of the Chairperson of the Extraordinary General Meeting

The Extraordinary General Meeting of the company under the name Urteste S.A. with its registered office in Gdańsk, acting pursuant to Article 409 § 1 of the Commercial Companies Code, in a secret ballot, appoints Mr./Ms.

_____ as the Chairperson of the Extraordinary General Meeting on [].

Justification: procedural resolution.

Method of casting a vote:

	Number of votes:
For:	
Against:	
Abstentions:	

Objection by a shareholder represented by proxy:

.....
.....

Instructions on how to vote in respect of the above resolution:

.....
.....

Signature of the shareholder

Signature of the proxy

**Resolution No. [•] of the Extraordinary General Meeting
of Urteste Spółka Akcyjna, having its registered office in Gdańsk,
dated 6 December 2024
on the adoption of the agenda**

The Extraordinary General Meeting of the company under the name URTESTE S.A. with its registered office in Gdańsk (the 'Company') adopts the agenda of the Meeting as follows:

1. Opening of the General Meeting.
2. Election of the Chairperson of the General Meeting.
3. Confirmation that the General Meeting has been duly convened and is capable of adopting resolutions.
4. Adoption of the agenda of the General Meeting.
5. Adoption of a resolution on the amendment of Resolution No. 22 of the Ordinary General Meeting of Urteste on the establishment of an Incentive Programme in the Company and adoption of the consolidated text of the resolution of the General Meeting on the establishment of an Incentive Programme in the Company.
6. Closing of the General Meeting.

Justification: procedural resolution.

Method of casting a vote:

	Number of votes:
For:	
Against:	
Abstentions:	

Objection by a shareholder represented by proxy:

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Instructions on how to vote in respect of the above resolution:

.....
.....

Signature of the shareholder

Signature of the proxy

**Resolution No. [•] of the Extraordinary General Meeting
of Urteste Spółka Akcyjna, having its registered office in Gdańsk,
dated 6 December 2024
on amending Resolution No. 22 of the Ordinary General Meeting of the company under the
name: Urteste Spółka Akcyjna, having its registered office in Gdańsk, dated 29 June 2022
on the establishment of the Company's Incentive Programme
and to adopt the consolidated text of the resolution of the General Meeting on the
establishment of
an Incentive Programme in the Company**

§ 1

1. The Extraordinary General Meeting of the company under the business name Urteste Spółka Akcyjna with its registered office in Gdańsk (the '**Company**'), resolves to amend Resolution No. 22 of the Ordinary General Meeting of the company under the name: URTESTE Spółka Akcyjna, with its registered office in Gdańsk, dated 29 June 2022 on the establishment of an Incentive Programme in the Company ('**Resolution on the establishment of an Incentive Programme**'), as follows:

1) § 1(5) of the Resolution on the Establishment of an Incentive Programme, which reads:

'5. The total number of Entitlements shall not exceed 80,000 (eighty thousand).'

shall be replaced with the following new wording:

*'5. The total number of Entitlements shall not exceed 80,000 (eighty thousand) (the "**Total Entitlement Pool**").'*

2) § 1(6) of the Resolution on the Establishment of an Incentive Programme, which reads:

'6. The Entitlements granted to the Participants who subsequently forfeited their right to participate

in the Incentive Programme or who did not exercise their entitlement to exercise such Entitlements in spite of its creation (for whatever reason) or in view of the non-fulfilment of other conditions entitling the Participant to exercise them in accordance with this Resolution, the Incentive Programme Regulations and resolutions of the Company's Management Board and the Company's Supervisory Board shall be granted to the remaining Participants in proportion to the Entitlements granted to them.

shall be replaced with the following new wording:

'6. The Entitlements granted to the Participants who subsequently forfeited their right to participate in the Incentive Programme or who did not exercise their entitlement to exercise such Entitlements in spite of its creation (for whatever reason) or in view of the non-fulfilment of other conditions entitling the Participant to exercise them in accordance with this Resolution or the Incentive Programme Regulations shall re-enter the Total Entitlement Pool and may be allocated to the Participants.'

3) § 3(3) of the Resolution on the Establishment of an Incentive Programme, which reads:

'3. The Incentive Programme Regulations may provide for cases of expiry or transfer of the Entitlements granted to a given Participant as a result of, in particular, the Participant's non-performance or grossly improper performance of his/her obligations or taking actions by the Participant which are detrimental to the interest of the Company. The Incentive Programme Regulations may also set out the procedure for the expiry or transfer of the Entitlements granted to a given Participant to other Participants on a pro rata basis in connection with the occurrence of the cases listed in sentence 1 above.'

shall be replaced with the following new wording:

'3. The Incentive Programme Regulations may specify the cases and procedure for the expiry of the Entitlements granted to a given Participant and the grounds for the termination of the right to participate in the Incentive Programme.'

4) § 6(4) of the Resolution on the Establishment of an Incentive Programme, which reads:

'4. In the event that a Participant does not accept the Offer by the deadline, the Participant shall be deemed to have waived the Entitlements covered by the Offer. In such case, the Entitlements shall be automatically withdrawn from the Participant and transferred to the other Incentive Programme Participants in the proportionate amount of the Entitlements granted to them.'

shall be replaced with the following new wording:

'4. In the event that a Participant does not accept the Offer by the deadline, the Participant shall be deemed to have waived the Entitlements covered by the Offer. In such case, the Entitlement shall be automatically withdrawn from the Participant.'

5) § 7(2) of the Resolution on the Establishment of an Incentive Programme, which reads:

'2) the creation of a list of Eligible Persons with an indication of the number of Entitlements granted to each of them under the Individual Entitlement Pools, the number of Entitlements exercised, expired or forfeited and transferred to other Participants, and the number of Subscription Warrants taken up and exercised;'

shall be replaced with the following new wording:

'2) the creation of a list of Eligible Persons with an indication of the number of Entitlements granted to each of them under the Individual Entitlement Pools, the number of Entitlements exercised, expired or forfeited, and the number of Subscription Warrants taken up and

exercised;'

2. The other provisions of the Resolution on the Establishment of an Incentive Programme remain unchanged.

§ 2

In connection with the amendments to the Resolution on the Establishment of an Incentive Programme indicated in §1 of this resolution, the Extraordinary General Meeting of the Company resolves to adopt the consolidated text of the Resolution on the Establishment of an Incentive Programme, with the following wording:

'Resolution No. 22 of the Ordinary General Meeting of the company under the name:

Urteste Spółka Akcyjna

of 29 June 2022 on the establishment of an Incentive Programme in the Company

amended

By Resolution No [...]

of the Extraordinary General Meeting of the company under the name: Urteste Spółka Akcyjna with its registered office

in Gdańsk dated 6 December 2024 on amending Resolution No. 22 of the Ordinary General Meeting of the company under the name: Urteste Spółka Akcyjna with its registered office in Gdańsk, dated 29 June 2022 concerning the establishment of an Incentive Programme in the Company and the adoption of the consolidated text of the resolution of the General Meeting of Shareholders concerning the establishment of an Incentive Programme in the Company

(Consolidated text)

*The Ordinary General Meeting of the company under the name Urteste Spółka Akcyjna with its registered office in Gdańsk (the '**Company**'), resolves as follows:*

§ 1

Establishment of an Incentive Programme

1. *In order to create a mechanism enabling an increase in the value of the Company by ensuring the long-term cooperation of management and operational staff and key employees and associates of the Company, the Company decides to introduce an incentive programme under which the persons specified in this resolution will be given the opportunity to subscribe for Programme Shares issued by the Company (the '**Incentive Programme**').*
2. *The Incentive Programme will run from 2022 to 2026.*
3. *Persons entitled to acquire the Company's shares under the Incentive Programme will be the members of the Company's Management Board and key employees and associates of the Company who hold a position, provide work, perform a commission, provide services or perform a*

work in the Company on the basis of legal relations defined in Article 12 or 13 of the Act of 26 July 1991 of the Personal Income Tax Act of 26 July 1991 or within the framework of their non-agricultural business activity (**'Eligible Persons'** or **'Eligible Person'**) who have been designated by the Company to participate in the Incentive Programme and have entered into a Participation Agreement with the Company under the terms and conditions set out in this Resolution (**'Participants'** or **'Participant'**).

4. Under the Incentive Programme, Participants shall be granted non-transferable rights of a personal nature to subscribe, free of charge, for Series B dematerialised, registered subscription warrants issued by the Company (**'Entitlements'**), and such subscription warrants shall entitle the holder thereof to subscribe for Programme Shares (**'Subscription Warrants'**). Entitlements, as rights of a personal nature, are not inheritable. The exercise of the Entitlements will be subject to the fulfilment of the conditions set out in this resolution and the Incentive Programme documentation. Each Entitlement confers the right to subscribe for 1 (one) Subscription Warrant. The Subscription Warrants will be taken up by the Participants free of charge.
5. The total number of Entitlements shall not exceed 80,000 (eighty thousand) (the **'Total Entitlement Pool'**).
6. The Entitlements granted to Participants who subsequently forfeit their right to participate in the Incentive Programme or who have not exercised the right to exercise such Entitlements in spite of its creation (for whatever reason) or in view of the non-fulfilment of other conditions entitling the Participant to exercise them in accordance with this Resolution or the Incentive Programme Regulations, shall re-enter the Total Entitlement Pool and may be granted to Participants.
7. The other terms and conditions of the Incentive Programme shall be determined by the Company's Management Board, subject to the provisions of this resolution and in a manner not inconsistent therewith, in the Incentive Programme Regulations (**'Incentive Programme Regulations'**). The Incentive Programme Regulations are subject to approval by the Supervisory Board.
8. For the purposes of this resolution, the following definitions are adopted:
 - 1) **'Programme Shares'** means Series F bearer shares of the Company issued as part of a conditional increase in its share capital for the purpose of offering them to holders of Subscription Warrants;
 - 2) **'Programme Share Issue Price'** means the unit issue price of the Programme Shares;
 - 3) **'Business Day'** means any day other than Saturday, Sunday or a public holiday in the Republic of Poland;
 - 4) **'WSE'** means the Warsaw Stock Exchange;
 - 5) **'Prospectus'** means a prospectus (within the meaning of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC);

- 6) **'MAR Regulation'** means Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC;

§ 2

Participants in the Incentive Programme

1. The participation of an Eligible Person in the Incentive Programme is conditional upon:
 - 1) the adoption by the Management Board of the Company and, with respect to members of the Management Board of the Company, by the Supervisory Board of the Company of a resolution to designate an Eligible Person to participate in the Incentive Programme (the **'Inclusion Resolution'**), and such Resolution shall also indicate the terms and conditions for the exercise of the Entitlements in relation to each Participant; and
 - 2) the conclusion by the Eligible Person of an agreement for participation in the Incentive Programme with the Company (the **'Participation Agreement'**), and such Participation Agreement shall in particular govern the Participant's rights and obligations under the Incentive Programme, including the Participant's obligation not to dispose of the Programme Shares subscribed for by the Participant for a period of six months from the date on which they are recorded in the Participant's securities account. The Management Board of the Company shall specify the template of the Participation Agreement in the Incentive Programme Regulations.
2. The inclusion of an Eligible Person in the Incentive Programme by the Management Board of the Company requires the approval of the Supervisory Board of the Company.
3. Immediately after the adoption of the Inclusion Resolution, the Company's Management Board and the Company's Supervisory Board, respectively, shall inform each Eligible Person identified in the Inclusion Resolution of the Company's intention to include them in the Incentive Programme and the proposal to enter into a Participation Agreement. The Participation Agreement shall be concluded between the parties within the time limit and in the manner specified in the Incentive Programme Regulations.

§ 3

Allocation of entitlements

1. The total number of Entitlements offered to a given Eligible Person will be specified in each case in the Inclusion Resolution and in the Participation Agreement (**'Individual Entitlement Pool'**), provided that if only one of the conditions referred to in § 4(1)(1) and (2) hereof is fulfilled, no more than 50% of the Warrants allocated within the Individual Entitlement Pool will be offered to each Participant.
2. The date on which Entitlements are granted to an Eligible Person is the date on which the Participation Agreement is concluded.

3. *The Incentive Programme Regulations may specify the cases and procedure for the expiry of the Entitlements granted to a given Participant and the grounds for the termination of the right to participate in the Incentive Programme.*

§ 4

Conditions for the exercise of the Entitlements

1. *The exercise of the Entitlement is subject to:*
- 1) *obtaining a Certificate of Conformity issued by a Notified Body for a medical device covering a diagnostic test for pancreatic cancer (in vitro), on which the Company is working under the PANURI project ('Objective I');*
 - 2) *the conclusion by the Company of an agreement with a third party under which the third party undertakes to:*
 - (i) *incur expenditure on one of the projects currently being carried out by the Company;*
or
 - (ii) *incur expenditure on one of the Company's future projects; or*
 - (iii) *incur expenditure on a number of projects currently being carried out or to be carried out in the future by the Company; or*
 - (iv) *acquire from the Company rights to a medical device or patents granted to the Company (by execution of an agreement transferring rights or granting a licence by the Company to a third party); or*
 - (v) *conclude an agreement to finance the Company (e.g. in the form of a loan or credit agreement) or to take up shares,*
whereby the minimum threshold for expenses incurred by a third party or funds received by the Company as a result of entering into one of the agreements referred to in points i-v above will be:
 - (i) *at least EUR 50 million (fifty million) – if the agreement is signed before the date of the certificate of conformity issued by the notified body for the medical device covering the pancreatic cancer diagnostic test (in vitro), which the Company is working on as part of the PANURI project,*
 - (ii) *at least EUR 100 million (one hundred million euros) – if the agreement is signed after the date of the certificate of conformity issued by the notified body for the medical device covering the pancreatic cancer diagnostic test (in vitro), which the Company is working on as part of the PANURI project.*
- ('Objective II');*
- hereinafter collectively referred to as the 'Objectives',*
- and*
- 3) *fulfilling the Loyalty Criterion, understood as performing functions or remaining in legal relations with the Company as defined in § 1(3) above during the period from the date of conclusion of the Participation Agreement ('Loyalty Criteria'), at least until the date of the*

Supervisory Board's resolution stating the achievement or non-achievement of Objectives or Objective I or Objective II.

§ 5

Verification of compliance with the conditions for the exercise of the Entitlements

1. *Verification of the Participants' achievement of Objective I, Objective II, as well as verification of the Participant's fulfilment of the Loyalty Criterion, will be carried out by the Supervisory Board of the Company following the occurrence of circumstances that allow objective verification of the achievement of the Objectives within 30 (thirty) days after their occurrence.*
2. *The determination of whether or not the Participants have achieved Objective I or Objective II and whether or not the Participants have achieved or failed to achieve the Loyalty Criterion, pursuant to paragraph 1 above, shall be made by the Supervisory Board of the Company in the form of a resolution, and such resolution shall be adopted within the period referred to in paragraph 1 above but no later than 31 July 2026.*
3. *For the avoidance of doubt, it is decided that it is possible to adopt a resolution stating that both Objectives and the Loyalty Criterion are achieved, as well as to adopt a resolution stating that Objective 1 or Objective 2 and the Loyalty Criterion are achieved. Two resolutions stating separately the achievement of Objective 1 or Objective 2 and the Loyalty Criterion may be adopted, both resolutions to be adopted within the time limits referred to in paragraphs 1 and 2.*

§ 6

Procedure for the exercise of the Entitlements

1. *If the conditions for the fulfilment of the Entitlements set out in this resolution, the Incentive Programme Regulations and the resolutions of the Management Board of the Company and the Supervisory Board of the Company are fulfilled, the Management Board of the Company and the Supervisory Board of the Company, respectively, shall, within 10 (ten) Business Days from the date of the resolution referred to in § 5(2) and (3) above and in the manner set out in the Incentive Programme Regulations, address, on behalf of the Company, to the Participant an offer to acquire the Subscription Warrants free of charge (the 'Offer'), which shall indicate:*
 - 1) *the maximum number of Warrants that may be subscribed for as a result of the determination that the conditions for the exercise of the Entitlements have been fulfilled, specifying the number of Warrants;*
 - 2) *a deadline for acceptance of the Offer of not less than 7 (seven) and not more than 14 (fourteen) days from the date of receipt of the Offer by the Participant, subject to paragraph 3 below;*
 - 3) *the procedure for submitting to the Company a declaration of acceptance of the Offer and taking up the Subscription Warrants (the Subscription Warrant subscription form).*
2. *If both the Objectives and the Loyalty Criterion are achieved, each Participant will be offered a maximum number of Warrants that numerically corresponds to the number of total Entitlements indicated in the Inclusion Resolution and the Participation Agreement. If one of the Objectives is achieved, i.e. Objective 1 or Objective 2 and the Loyalty Criterion, each Participant will be offered*

a maximum number of Warrants which numerically corresponds to a number representing 50% of the Entitlements as indicated in the Inclusion Resolution and the Participation Agreement. For the avoidance of doubt, it is stipulated that two separate Offers may be made to a Participant in the event of the adoption of two separate resolutions as referred to in §5(3).

3. *In the event that the deadline for acceptance of the Offer set pursuant to paragraph 1(2) above falls:
 - 1) *during the period referred to in Article 19(11) of the MAR Regulation, the maximum time limit for acceptance of the Offer by a Participant who is a person performing managerial responsibilities in the Company within the meaning of Article 3(1)(25) of the MAR Regulation shall be extended until the expiry of 5 (five) Business Days after the end of such period;*
 - 2) *during a period in which the acceptance of the Offer by the Participant is objectively impossible or materially impeded, in particular due to force majeure, an epidemic emergency or state of emergency, the Participant being on holiday or the Participant being on a business trip – the maximum period for the acceptance of the Offer by the Participant is extended until the lapse of 5 (five) Business Days from the date on which the reasons preventing or materially impeding the acceptance of the Offer within the period specified in paragraph 1(2) above.**
4. *In the event that a Participant does not accept the Offer by the deadline, the Participant shall be deemed to have waived the Entitlements covered by the Offer. In such case, the Entitlement shall be automatically withdrawn from the Participant.*
5. *The Subscription Warrants will be taken up taking into account the relevant laws and regulations of Krajowy Depozyt Papierów Wartościowych S.A. in force at the time. Detailed rules for the exercise of the Entitlements will be set out in the Incentive Programme Regulations.*
6. *The exercise of the rights attached to the Subscription Warrants will take place in accordance with the terms and conditions set out in the resolution of the General Meeting of the Company underlying their issue. The unit issue price of the Programme Shares will be set at PLN 0.10 (ten grosze).*
7. *Entitlements expire:
 - 1) *upon their exercise as a result of the acceptance of the Offer, in proportion to the number of Entitlements exercised;*
 - 2) *in cases specified in the Incentive Programme Regulations in accordance with § 3(4) above.**

§ 7

Authorisations and delegations

In connection with the implementation of the Incentive Programme, the Management Board of the Company and the Supervisory Board of the Company are authorised to take all actions necessary for or in connection with the implementation of this resolution and, in particular, the Management Board of the Company or the Supervisory Board are authorised to:

- 1) *adopt the Incentive Programme Regulations setting forth the other terms and conditions for the implementation of the Incentive Programme, taking into account the assumptions set forth in this resolution, and in particular to set forth the detailed terms and conditions for the award of the Entitlements, the rules for the use of the Entitlements granted to the Participants who have lost their status as Participants, the template of the Participation Agreement and the*

dates and procedure for its conclusion, the dates and procedure for the exercise of the Entitlements and the templates of the other Incentive Programme documentation;

- 2) the creation of a list of Eligible Persons with an indication of the number of Entitlements granted to each of them under the Individual Entitlement Pools, the number of Entitlements exercised, expired or forfeited, and the number of Subscription Warrants taken up and exercised;*
- 3) define the cases in which a Participant may be excluded from the Incentive Programme, which may take place in particular in the event of: (i) failure to or improper performance of the participant's duties (ii) the participant's undertaking of actions contrary to the interests of the Company, (iii) other reasons set out in the Incentive Programme Regulations;*
- 4) prepare all necessary applications and documentation for the Supervisory Board of the Company, in order for it to implement the provisions of this resolution.*

§ 8

Final provisions

This resolution shall come into force on the date of adoption.'

§ 9

This resolution shall enter into force upon its adoption.

Justification of the draft resolution:

On 29 June 2022, the Ordinary General Meeting of the Company adopted a resolution on the establishment of an Incentive Programme in the Company (the '**Resolution on the Establishment of an Incentive Programme**').

The previous wording of the Resolution on the Establishment of an Incentive Programme provided that if a participant in the Incentive Programme loses the entitlements granted to him/her as a result of being deprived of his/her status as a participant (for any reason) or because he/she did not exercise the entitlements granted to him/her, the entitlements of that participant will be granted to the other participants in the proportional ratio of the entitlements granted to them. In the opinion of the Company's Management Board, this solution is not fully effective and does not allow the Company to make optimal use of the adopted Incentive Programme in the context of hiring new Company staff. In the opinion of the Company's Management Board, the entitlements which have been lost by a given person (e.g. in connection with the termination of employment with the Company) should return to the total pool of entitlements which the Management Board of the Company and the Supervisory Board of the Company may dispose of as part of the implementation of the Incentive Programme. This arrangement will also allow the Company to grant entitlements to potential new employees of the Company, including those who have replaced those who have previously been granted entitlements. The Company's Management Board also does not exclude the possibility of granting such rights to existing participants in the Incentive Programme.

The proposed amendments to the Resolution on the Establishment of an Incentive Programme are intended to provide flexibility in the vesting of entitlements that will not be used by participants whose entitlements have expired.

In view of the above, the Management Board proposes that the General Meeting adopts the above resolution, given that the competence to amend the Resolution on the Establishment of an Incentive Programme is vested in the General Meeting.

Method of casting a vote:

	Number of votes:
For:	
Against:	
Abstentions:	

Objection by a shareholder represented by proxy:

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Instructions on how to vote in respect of the above resolution:

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Signature of the shareholder

Signature of the proxy