

## Procedure for related party transactions

### § 1

1. This document sets out the principles under which Captor Therapeutics S.A. (the "**Company**") ensures that the Company enters into material transactions with related parties in accordance with the provisions of the Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies dated July 29th 2005 (the "**Act**") (the "**Procedure**").
2. The Company also has a separate procedure adopted by the Supervisory Board of the Company under which the Supervisory Board of the Company assesses whether transactions with related parties of the Company to which the provisions of the Article 90i of the Act do not apply pursuant to Article 90j Section 1 Subsection 1 of the Act meet the conditions set out in Article 90j Section 1 Subsection 1 of the Act (the "**Supervisory Board Procedure**").
3. The obligations (i) to obtain the approval of the Supervisory Board for a specific transaction with the related party and (ii) publishing the information about such transaction on the Company's website under this Procedure do not apply to the following transactions of the Company:
  - a. concluded under the ordinary market conditions of the Company's ordinary business activity (an "Ordinary Transaction", as defined below);
  - b. concluded with the Subsidiary of which the Company is the sole shareholder (example: transaction with Captor Therapeutics GmbH); or
  - c. related to the payment of remuneration to the members of the Management Board or Supervisory Board in accordance with the adopted remuneration policy (example: conclusion of the agreement to participate in ESOP and conclusion of a share subscription agreement in connection with ESOP).
4. The Management Board shall assess whether the prerequisites indicated in Section 3 above do not apply to Material Transactions. In such case, § 5 Section 2 et seq. and § 6 of this Procedure shall not apply.
5. The examination of the market conditions of the Transaction (i.e. examination of whether the transaction may qualify as an Ordinary Transaction) is carried out in such a way that the Management Board, no later than 21 days prior to the planned date of the Transaction, sends requests for quotations on the planned Transaction to no less than three unrelated entities and, on the basis of these quotations, verifies the market conditions of the Transaction, or - in the case, that this method would not bring reliable results, in particular when it would not be possible to identify competing entities, the Management Board shall be entitled to delegate the valuation of the relevant services resulting from the planned transaction to an appropriate third party with the requisite authority.
6. The obligation to carry out the audit referred to in Section 5 above shall not exclude or limit the Company's other obligations relating to the audit of transactions entered into by the Company, in particular where certain transactions are financed from public funds.

### § 2

Capitalised terms used in the Procedure shall be understood to mean:

- 1) **Company** - Captor Therapeutics S.A. with its registered office in Wrocław (address: ul. Duńska 11, 54-427 Wrocław), registered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for Wrocław-Fabryczna, IV Commercial Division of the National

Court Register under number 0000756383, NIP: 8943071259; REGON: 363381765, with share capital of PLN 412,797.20, fully paid up;

- 2) **Subsidiary** - an entity for which the Company is the parent company;
- 3) **Related Party** - an entity related to the Company within the meaning of International Accounting Standards;
- 4) **Act** - Act of 29 July 2005 on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies;
- 5) **Material Transaction** - a transaction between the Company and a Related Party where the Value of the Transaction exceeds 5% of the total assets within the meaning of the Act on Accounting of 29 September 1994 as amended, as determined on the basis of the Company's latest approved financial statements;
- 6) **Value of the Transaction** - (i) in the case of one-off transactions, the value of the Company's benefit; (ii) in the case of transactions with recurring performance to be fulfilled under a contract concluded for a fixed term, the sum of the performance for the entire term of the contract; (iii) in the case of transactions with recurring performance to be fulfilled under a contract concluded for an indefinite term, the sum of the performance provided for in the contract for the first three years of its term.
- 7) **Ordinary Transaction** - A Material Transaction entered into market conditions basis in the ordinary course of the Company's business;
- 8) **Management Board** - the Board of Directors of the Company;
- 9) **Supervisory Board** - the Supervisory Board of the Company;
- 10) **MAR Regulation** - 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;
- 11) **Supervisory Board Procedure** - Procedure for the periodic assessment of related party transactions, adopted by the Supervisory Board.

### § 3

The Board of Directors shall examine whether any transaction of the Company is concluded with a Related Party. For this purpose, the Board of Directors is required to collect from the other party to the transaction a written statement, on a form, which makes it possible to determine the status of the other party in the context of this Procedure. A model form is an **Appendix** attached to this Procedure.

### § 4

1. The Company maintains an electronic register of contracts concluded by the Company.
2. The register of contracts covers all contracts concluded by the Company with third parties (excluding contracts with the Company's employees).
3. The register is kept in an electronic form.
4. The register shall specify, in particular, the parties to the agreement, value of the agreement, the type of performance, the date of conclusion, the duration and an indication of whether the agreement was concluded with a Related Party.
5. The functionality of the register should allow for the aggregation of the value of contracts concluded with the same Related Parties and the identification of contracts that are subject to the Procedure (i.e. whether they are transactions with Related Parties).

6. The register is available to the members of the Management Board and the members of the Supervisory Board.
7. The register may be maintained as a part of the Company's existing document records.

## § 5

1. In the case of a transaction with a Related Party, the Board of Directors is required to compare the Value of the Transaction in relation to the Company's total assets as indicated in the Company's recently approved (by the Company's general meeting) financial statements in order to determine whether the transaction should be treated as a Material Transaction.
2. If the Management Board determines that a particular transaction may be a Material Transaction, the Management Board shall obtain the approval of the Supervisory Board to enter into such a transaction, unless the exceptions indicated in § 1 above shall apply.
3. The Management Board shall request the Supervisory Board for approval to conclude a Material Transaction requiring the approval of the Supervisory Board at least 7 days prior to the planned date of its conclusion, unless, with the prior approval of the Chairman of the Supervisory Board, this term has been shortened. The Management Board, together with the request, shall inform the Supervisory Board in particular of:
  - a. the material terms of the Relevant Transaction, i.e. the parties, the subject matter, the material performance of the parties (price, remuneration, etc.) or
  - b. the draft of agreement, if any, as at the date of submission of the information to the Supervisory Board.
4. The Supervisory Board is entitled to request additional information from the Management Board; the Management Board should provide the Supervisory Board with additional information immediately.
5. The Supervisory Board examines the Material Transaction in particular with regard to:
  - a. the risks of a Related Party taking advantage of its position to the position of the Company and its other shareholders (including shareholders who are not Related Parties),
  - b. ensure that the interests of the Company and other shareholders (including those who are not Related Parties) are adequately protected,
  - c. the application of any exemptions to the application of the Procedure indicated under § 1 of the Procedure.
6. The Supervisory Board gives its consent to the conclusion of a Material Transaction in the form of a resolution.
7. A member of the Supervisory Board affected by a Material Transaction shall not participate in the decision (vote) relating to the relevant transaction.
8. If the sum of the Transaction Values of individual transactions (none of which exceeds 5% of the total assets within the meaning of the Act of Accounting of 29 September 1994, as determined on the basis of the Company's most recently approved financial statements) concluded with the same Related Party in the preceding 12 months exceeds 5% of the total assets within the meaning of the Act of Accounting of 29 September 1994, as determined on the basis of the Company's most recently approved financial statements, the Procedure shall apply accordingly, however the consent of the Supervisory Board is required for the conclusion of a transaction whose conclusion will lead to exceeding the amount referred to in this Sections.

## § 6

1. In the event that a transaction qualifies as a Material Transaction, the Board of Directors is required to post information about such transaction on the Company's website.
2. The information shall include at least:
  - a. the company (name) of the Related Party with which the Material Transaction is entered into and, in the case of Related Parties that are natural persons - their full name and surname;
  - b. description of the nature of the relationship between the Company and the Related Party with which the Material Transaction is entered into;
  - c. the date and value of the Material Transaction;
  - d. information necessary to assess whether a Material Transaction has been entered into on market condition sbasis and is justified in the interests of the Company andRelated Party, including minority shareholders.
3. The Company shall post a notice of a Material Transaction on its website at the latest when the transaction is concluded.
4. The information referred to in this point shall not be published if the MAR Regulation applies to information about the transaction in question.
5. In the case referred to in § 5 Section 8 of the Procedure, the information referred to in Section 1 applies to all transactions whose total value exceeds the volume referred to in § 5 Section 8 of the Procedure and is posted on the Company's website immediately after concluding a transaction whose conclusion results in exceeding the specified threshold.

## § 7

The Supervisory Board is required, after the end of each calendar year, to assess the Material Transactions entered into by the Company with Related Parties from the point of view of whether they were entered into on an market conditions basis in the ordinary course of the Company's business (so-called Ordinary Transactions). To this end, the Supervisory Board applies the Supervisory Board Procedure.

## § 8

This Procedure shall apply accordingly to transactions entered into by the Related Parties with a company that is a Subsidiary if the Value of the Transaction exceeds 5% of the total assets within the meaning of the Act of Accounting of 29 September 1994, as determined on the basis of the latest approved financial statements of that Subsidiary.

## § 9

1. In matters not covered by this Procedure, the relevant provisions of the law, in particular the Act, shall apply.
2. This Procedure shall enter into force on the date of its approval by the Supervisory Board.
3. The Management Board is responsible for the implementation of this Procedure. The Management Board may appoint a person within the Company to be responsible for the implementation of this Procedure or certain duties under this Procedure (at the discretion of the Management Board).

**Appendix** - model form with declaration from the counterparty regarding personal or capital ties

**Statement of the counterparty of Captor Therapeutics S.A., based in Wrocław, Poland  
concerning personal or capital relations**

**Applies to:**

**Captor Therapeutics S.A.** with its registered office in Wrocław (address: ul. Duńska 11, 54-427 Wrocław), registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna, IV Commercial Division of the National Court Register under number 0000756383

hereinafter referred to as: **the Reporting Entity**

**Details of the person making the statement:**

**Data of the natural person counterparty**

Name \_\_\_\_\_  
Surname \_\_\_\_\_  
PESEL No. \_\_\_\_\_  
Address of residence \_\_\_\_\_  
Identity document \_\_\_\_\_

**Data of the counterparty that is not a natural person (entity)**

Company / Name \_\_\_\_\_  
KRS No. \_\_\_\_\_  
NIP No. \_\_\_\_\_  
Headquarters address \_\_\_\_\_

**Details of the counterparty's representative(s) (entity)**

Name \_\_\_\_\_  
Surname \_\_\_\_\_  
PESEL No. \_\_\_\_\_  
Address of residence \_\_\_\_\_  
Identity document \_\_\_\_\_  
Function \_\_\_\_\_

**Statement of relationship with Captor Therapeutics S.A., with its seats in Wrocław (Poland)**

Pursuant to provision of Article 90h Section 1 Subsection 2 of the Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies dated July 29th 2005 (the "Act"), I declare that:

- I have the status of an entity related** to the Reporting Entity within the meaning of the provisions of the Act and International Accounting Standards (IAS) adopted on the basis of Regulation (EC) No. 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards and Commission Regulation (EU) No. 632/2010 of 19 July 2010. amending Regulation (EC) No 1126/2008 adopting certain international accounting standards in accordance with Regulation (EC) No 1606/2002 of the

European Parliament and of the Council as regards International Accounting Standard (IAS) 24 and International Financial Reporting Standard (IFRS) 8 (hereinafter IAS)

- the entity which I represent has the status of a related party of the** Reporting Entity within the meaning of the Act and IAS
- I do not have the status of a related party of the** Reporting Entity within the meaning of the Act and IAS
- the entity which I represent does not have the status of a related party of the** Reporting Entity within the meaning of the Act and IAS

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*Signature*

*City / Town*

*Date*

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### Explanations

1. **A Related Party** is a person or entity related to the Reporting Entity in accordance with the provisions of the Act and IAS.
2. A person or a close family member of that person is associated with the Reporting Entity if that person:
  - a) exercises Control or Joint Control over the Reporting Entity;
  - b) has significant influence over the Reporting Entity, where significant influence means the right to participate in the financial and operating policy decisions of the entity, which may be obtained on the basis of shareholdings, statutes or agreement, but does not represent control over the policies of the entity; or
  - c) is a member of the Reporting Entity's Key Management Personnel or its parent company.
3. Another entity is related to the Reporting Entity if one of the following conditions is met:
  - a) entity and the Reporting Entity are members of the same group;
  - b) one entity is the Reporting Entity or Joint Venture of another entity (or an Reporting Entity or Joint Venture of a member of a group of which that other entity is a member);
  - c) both entities are joint ventures of the same third party;
  - d) one entity is a joint venture of a third entity and the other entity is an associate of a third entity;
  - e) entity is a post-employment benefit plan for the benefit of employees of the Reporting Entity or an entity related to the Reporting Entity. If the Reporting Entity is itself such a plan, the sponsoring employers are also related to the Reporting Entity;
  - f) entity is controlled or jointly controlled by a person referred to in Section 2;
  - g) the person referred in Section 2 has significant influence over the entity or is a member of the Key Management Personnel of the entityg (or of its parent undertaking).
4. **A related party transaction** is a transfer of resources, services or obligations between a reporting entity and a related party, regardless of whether the transaction is for a consideration.

5. **Close family members of** an individual are family members who are presumed to influence or be influenced by that individual in their interactions with the individual. These may include:
  - a. children and that person's spouse or life partner;
  - b. the children of that person's spouse or domestic partner; and
  - c. the person's dependants or the person's spouse or domestic partner.
6. **Benefit** combines all employee benefits (as defined in IAS 19 Employee Benefits), including employee benefits to which IFRS 2 Share-based Payment applies. Employee benefits are all forms of consideration paid, payable or provided by or on behalf of an entity in exchange for services rendered to the entity. They also include remuneration paid on behalf of the parent to the entity. Benefits include:
  - a. short-term employee benefits, such as salaries and social security contributions, paid annual leave and paid sick leave, profit-sharing and bonuses (if paid within twelve months of the end of the period) and non-monetary benefits (such as medical care, accommodation, cars and free or subsidised goods or services) to current employees;
  - b. post-employment benefits such as pensions, other retirement benefits, pension life insurance or pension health care;
  - c. other long-term employee benefits, including leave granted to employees for seniority, sabbatical leave, jubilee awards or other long-term employee benefits, long-term disability benefits and, if not payable in full within twelve months of the end of the period, profit-sharing, bonuses and deferred compensation;
  - d. termination benefits; and
  - e. share-based payments.
7. **Control** means (i) the power to govern the financial and operating policies of an entity so as to obtain economic benefits from its activities; or (ii) control over an investee where, by virtue of its involvement in that entity, the investor is exposed to, or has rights to, variable financial performance and has the ability to affect the amount of that performance through its power over that entity.
8. **Joint control** is the contractually defined sharing of control over a business activity.
9. **Key management personnel** are those with authority and responsibility for planning, directing and controlling the activities of the entity either directly or indirectly, including any director (executive or otherwise) of the entity.
10. **Significant influence** is the right to participate in the financial and operating policy decisions of an entity; however, it does not imply control over those policies. Significant influence can be obtained on the basis of shareholdings, statutes or agreement.
11. For the avoidance of doubt, it is assumed that in determining the circle of related parties, significance is given to the substance of the relationship linking the entities concerned and not merely to the legal form of that relationship.
12. **Related parties are not considered to be:**
  - a. two entities that merely share a director or other member of Key Management Personnel;
  - b. two entities where a member of key management personnel of one entity has significant influence over the other entity;
  - c. two shareholders only by virtue of the fact that they exercise joint control over the Joint Venture;
  - d. institutions or persons providing sources of funding solely on the basis of their routine contacts with the unit;

- e. trade unions solely on the basis of their routine contacts with the individual;
- f. utility units solely on the basis of their routine contacts with the unit;
- g. government departments and agencies;
- h. a single customer, supplier, grantor, distributor or general agent with whom the entity conducts a significant part of its business, based solely on the premise of economic dependence.