Certification and Agreement of Persons Acquiring SDRs Upon Deposit of Restricted Shares

Pursuant to Clause 2.1.3 of the Custodian Agreement

Pareto Securities AB

P.O. Box 7415

SE-103 91 Stockholm

Sweden

Facsimile number +46 8 402 50 40

Attention: Issuer Service

Re: **SMART WIRES TECHNOLOGY LTD**

We refer to the Custodian Agreement, dated ● May 2021 (the “**Custodian Agreement**”), between Smart Wires Technology Ltd, a company incorporated under the laws of the British Virgin Islands and the British Virgin Islands Business Companies Act, 2004, as amended (the “**Company**”), and Pareto Securities AB, as Custodian thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Custodian Agreement. The terms of this Certification and Agreement shall be governed by the laws of Sweden.

1. This Certification and Agreement is furnished in connection with the deposit of Restricted Shares and request for issuance of Swedish Depositary Receipts (the “**SDRs**”) pursuant to Clause 2 (*Deposit of Shares*) of the Custodian Agreement and Condition 1 (*Deposition of Shares, Registration and Transfer Restrictions, etc.*).

2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the SDRs and the Shares represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Act**”), or with any securities regulatory authority in any state or other jurisdiction of the United States.

3. We certify that either:

(a) We are, or at the time the Restricted Shares are deposited and at the time the SDRs are issued will be, the beneficial owner of the Restricted Shares and of the SDRs, and:

(i) we have sold, or have agreed to sell, the Restricted Shares to be deposited in an “offshore transaction” (as defined in Regulation S under the Act) in the form of SDRs through the facilities of Nasdaq First North Growth Market,

(ii) we attach herewith a copy of the contract note or other written document evidencing our sale of Restricted Shares in the form of SDRs,

(iii) we have, or our agent has, arranged for the delivery of SDRs representing the Restricted Shares deposited by us to the purchaser from us, and

(iv) we are not in the business of buying and selling securities, such as the Shares, the Restricted Shares or the SDRs.

OR

(b) We are a broker-dealer acting for the account of our customer and our customer has confirmed to us that it is, or at the time the Restricted Shares are deposited and at the time SDRs are issued will be, the beneficial owner of the Restricted Shares and of the SDRs, and:

(i) it has sold, or has agreed to sell, the Restricted Shares to be deposited in an “offshore transaction” (as defined in Regulation S under the Act) in the form of SDRs through the facilities of Nasdaq First North Growth Market,

(ii) we attach herewith on behalf of our customer a copy of the contract note or other written document evidencing its sale of Restricted Shares in the form of SDRs,

(iii) it has, we have, or another agent on its behalf has, arranged for the delivery of SDRs representing the Restricted Shares deposited by it to the purchaser from it, and

(iii) it is not in the business of buying and selling securities, such as the Shares, the Restricted Shares or the SDRs.

5. We hereby represent and warrant (or if we are a broker dealer, our customer has confirmed to us that it represents and warrants) that (i) the Restricted Shares presented for deposit (and any certificates therefor) are duly authorised, validly issued, fully paid, nonassessable and legally obtained by such person, (ii) all pre-emptive (and similar) rights with respect to such Restricted Shares have been validly waived or exercised, (iii) the person making such deposit is duly authorised so to do, (iv) the Restricted Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and (v) the Restricted Shares presented for deposit have not been stripped of any rights or entitlements, and the SDRs will not be “restricted securities” under the Act in the hands of the purchaser.

6. We hereby acknowledge (or if we are a broker dealer, our customer has confirmed to us that it acknowledges) that (i) each person depositing Restricted Shares, taking delivery of or transferring SDRs or any beneficial interest therein, shall be deemed thereby to acknowledge that the SDRs and the Shares represented thereby have not been and will not be registered under the Act, and may not be offered, sold, pledged or otherwise transferred except in accordance with the US securities laws, and such person shall be deemed thereby to represent and warrant that such deposit, transfer or surrender or withdrawal complies with the requirements of the US securities laws, (ii) such representations and warranties and those set forth in paragraph 5 above shall survive the deposit and withdrawal of Shares and the issuance and cancellation of SDRs in respect thereof and the transfer of such SDRs, and (iii) if any such representations or warranties are false in any way, the Company and the Custodian shall be authorised, at the cost and expense of the person depositing Restricted Shares, to take any and all actions necessary to correct the consequences thereof.

7. We shall (or if we are a broker dealer, our customer has agreed in writing that it shall) indemnify, defend and hold harmless the Company and the Custodian against any loss, liability, tax or expense (including reasonable fees and expenses of counsel) that may arise out of any breach by us or, if we are a broker dealer, our customer of the representations, warranties, acknowledgements and agreements contained herein.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

By:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_