

Taaleri Plc Stock Options 2022

The Board of Directors of Taaleri Plc (Board) has on 6 April 2022 resolved, by virtue of an authorization granted by the Annual General Meeting of Taaleri Plc (Company) held on 6 April 2022, to issue stock options to the CEO of the Company (CEO), on the following terms and conditions.

In these terms and conditions, singular "they" or "their" is used instead of "he" and "his" respectively.

I STOCK OPTION TERMS AND CONDITIONS

1. Number of Stock Options

The maximum total number of stock options 2022 issued is 300,000, and they entitle their owner to subscribe for a maximum total of 300,000 new shares in the Company or existing shares held by the Company (Share). The Board resolves whether new Shares or existing Shares held by the Company are given to the subscriber.

2. Stock Options

Of the stock options, 100,000 are marked with the symbol 2022A, 100,000 are marked with the symbol 2022B and 100,000 are marked with the symbol 2022C. The Board has the right to convert stock options from one stock option class to another.

3. Right to Stock Options

The stock options are issued gratuitously to the CEO. The Company has a weighty financial reason for the issue of stock options, since the stock options are intended to form part of the incentive and commitment program for the CEO.

4. Distribution of Stock Options

The prerequisite for the receipt of stock options is that the CEO acquires Shares in accordance with the insider regulation (Investment Share). The Board determines the number, date and acquisition method of the Investment Shares. The CEO must hold all their Investment Shares until the commencement of the Share subscription period of the stock options 2022C. If the CEO sells their Investment Shares, they will forfeit their stock options for each stock option class in the same proportion as they sell their Investment Shares, to the extent that the Share subscription period has not commenced. The Board may grant exceptions to the investment prerequisite. The Board may also resolve on other special conditions for the receipt of stock options.

The Board may resolve on the further distribution of stock options returned later to the Company, to the key employees employed by the Company or its subsidiary, on applicable terms.

The stock option recipient will be notified in writing by the Board about the offer of stock options. The stock options will be delivered to the recipient when they has accepted the offer of the Board.

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The stock options are regarded as a discretionary and nonrecurring part of remuneration. The stock options are not regarded as a part of a stock option recipient's CEO contract, and they are not regarded as a salary or fringe benefit. A stock option recipient has, during their service or thereafter, no right to receive compensation for stock options on any grounds.

A stock option recipient is liable for all taxes and tax-related consequences arising from receiving or exercising stock options.

The Company pays the transfer tax connected to the receipt of Shares on the basis of stock options, when applicable. The transfer tax paid by the Company may be taxable income for the stock option owner.

5. Transfer of Stock Options

The Company holds the stock options on behalf of the stock option owner until the commencement of the Share subscription period. Stock options can be freely transferred and pledged once the relevant Share subscription period has commenced. However, the Board may allow the transfer or pledge of stock options also earlier. The stock option owner is obliged to notify the company without delay in writing if they transfers or pledges their stock options.

6. Termination of Service before Share Subscription Period

6.1. Termination or Cancellation of CEO Contract

If a stock option owner terminates their CEO contract, or if the Company terminates or cancels the stock option owner's CEO contract on grounds related to the employee's person, the stock option owner will, without delay, forfeit to the Company or its designee, without compensation, such stock options that the Board has distributed to them, for which the share subscription period defined in Section II.2 has not commenced on the date when the notice of CEO contract's termination or cancellation is given. A ground related to the employee's person refers to termination grounds related to the employee's person, as referred to in Chapter 7 Section 2, or to cancellation grounds, as referred to in Chapter 8 Section 1, in the Employment Contract Act (26.2.2001/55, as amended), that would justify the termination or cancellation of an employee's employment. As an exception to the above, the Board may resolve that the stock option owner may keep such stock options, or a part of them.

6.2. Termination of CEO Contract on Good Leaver Grounds

Good Leaver Grounds are:

- termination of a stock option owner's CEO contract so that the Company terminates the CEO contract on any ground other than a ground related to the employee's person. The termination will be deemed to occur on the date when the notice of termination is given.
- a stock option owner's permanent disability,
- a stock option owner's retirement for a statutory pension,
- a stock option owner's retirement for a pension as defined in the stock option owner's CEO contract,
- a stock option owner's retirement for a pension as determined by the Company,
- a stock option owner's decease.

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If a stock option owner's CEO contract with a Group Company terminates, on the basis of a Good Leaver Group, the stock option owner or their estate or heir or beneficiary has the right to keep such stock options that the Board has distributed to the stock option owner.

Termination of a stock option owner's CEO contract on a Good Leaver Ground refers to the last day of validity of the stock option owner's CEO contract.

7. Incorporation of Stock Options into Book-Entry Securities System

The Board may resolve on incorporation of the stock options into the book-entry securities system. If the stock options have been incorporated into the book-entry securities system, the Company will have the right to request and get transferred all forfeited stock options, from the stock option owner's book-entry account on the book-entry account appointed by the Company, without the consent of the stock option owner. In addition, the Company is entitled to register transfer restrictions and other respective restrictions concerning the stock options on the stock option owner's book-entry account, without the consent of the stock option owner, until the commencement of the Share subscription period.

II SHARE SUBSCRIPTION TERMS AND CONDITIONS

1. Right to subscribe for Shares

Each stock option entitles its owner to subscribe for one (1) new Share in the Company or an existing Share held by the Company. The Share subscription price will be credited to the reserve for invested unrestricted equity of the Company.

2. Share Subscription, Vesting Criterion and Payment of Shares

The Share subscription period is,

- for stock options 2022A, 1 February 2025–31 January 2026
- for stock options 2022B, 1 February 2026–31 January 2027
- for stock options 2022C, 1 February 2027–31 January 2028.

The Share subscription period will commence only for those stock options for which the target set for the commencement of the Share subscription period has been achieved (Vesting Criterion).

The Vesting Criterion is:

- for stock option 2022A: the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd of 20 consecutive trading days, exceeds the Share subscription price added by EUR 2.50; the Vesting Criterion must be fulfilled during the period of 1 December 2024–31 January 2025;
- for stock option 2022B: the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd of 20 consecutive trading days, exceeds the Share subscription price added by EUR 2.80; the Vesting Criterion must be fulfilled during the period of 1 December 2025–31 January 2026;
- for stock option 2022C: the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd of 20 consecutive trading days, exceeds the Share subscription price added by EUR 3.10; the Vesting Criterion must be fulfilled during the period of 1 December 2026–31 January 2027.

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The Board confirms the fulfillment of the Vesting Criterion. The stock options for which the Vesting Criterion is not fulfilled, will lapse. The Board is also entitled to resolve on other measures in relation to the stock options, at its discretion.

If the last day of the Share subscription period is not a banking day, the Share subscription may be made on a banking day following the last Share subscription day.

Share subscriptions will take place at the head office of the Company or possibly at another location and in the manner announced later. The Shares must be paid upon subscription to the bank account designated by the Company. The Board resolves on all measures concerning the Share subscription.

3. Share Subscription Price

For a stock option 2022A, 2022B and 2022C, the Share subscription price per Share is the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd during 7 April–9 May 2022.

The Share subscription price of the stock options may be decreased in certain cases mentioned in Section II.7.1 below. The Share subscription price will, nevertheless, always amount to at least EUR 0.01.

4. Registration of Shares

Shares subscribed for and fully paid will be registered on the book-entry account of the subscriber.

5. Shareholder Rights

The dividend rights of the new Shares and other shareholder rights will commence upon the entry of the Shares into the Trade Register.

If existing Shares, held by the Company, are given to the subscriber of Shares, the subscriber will be given the right to dividend and other shareholder rights once the Shares are registered on their book-entry account.

6. Share Issues, Stock Options and Other Special Rights entitling to Shares before Share Subscription

If the Company, before the Share subscription, resolves on an issue of shares or an issue of new stock options or other special rights entitling to shares so that the shareholders have pre-emptive rights to subscription, a stock option owner will have the same right as, or an equal right to, that of a shareholder. Equality is reached in the manner determined by the Board by adjusting the number of Shares available for subscription, the Share subscription prices or both of these.

A directed issue of shares or a directed issue of new stock options or other special rights entitling to shares will have no impact on the rights of the stock option owner, unless the Board resolves otherwise for specific reasons.

7. Rights in Certain Cases

7.1. Distribution of Assets

If the Company distributes dividends and/or assets from reserves of unrestricted equity, the Share subscription price of the stock options, will be deducted by the amount of the dividend and/or the amount of the distributable unrestricted equity per share resolved after the commencement of the period for determination of the Share subscription price but before Share subscription, on each dividend record date and/or each record date of the repayment of equity.

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If the Company reduces its share capital by distributing share capital to the shareholders, the Share subscription price of the stock options, will be deducted by the amount of the distributable share capital per share resolved after the commencement of the period for determination of the Share subscription price but before Share subscription, on the record date of the repayment of share capital.

7.2. Acquisition or Redemption of Own Shares and Acquisition of Stock Options and Other Special Rights entitling to Shares

Acquisition or redemption of the Company's own shares or acquisition of stock options or other special rights entitling to shares will have no impact on the rights of the stock option owner. If the Company, however, resolves to acquire or redeem its own shares from all shareholders, the stock option owners will be made an equivalent offer.

7.3. Placing the Company in Liquidation, or Deregistration of the Company

If the Company is placed in liquidation, before the Share subscription, the stock option owner will be given an opportunity to exercise their Share subscription right, within a period of time determined by the Board. If the Company is deregistered, before the Share subscription, the stock option owner will have the same right as, or an equal right to, that of a shareholder.

7.4. Merger, Demerger or Transfer of Domicile of the Company

If, before the Share subscription,

- the Company resolves to merge with another company as a merging company or merge with a company to be formed in a combination merger, or
- the Company resolves to be demerged entirely,

the stock option owners will, prior to the registration of the execution of a merger or a demerger, be given the right to subscribe for Shares with their stock options, within a period of time determined by the Board. Alternatively, the Board may give a stock option owner the right to convert the stock options into stock options issued by the other company, in the manner determined in the draft terms of merger or demerger, or in the manner otherwise determined by the Board, or the Board may give a stock option owner the right to sell stock options prior to the registration of the execution of a merger or a demerger. After such period, no Share subscription right or conversion right exists.

The same proceeding applies to cross-border mergers or demergers, or if the Company, after having registered itself as a European Company (Societas Europae), or otherwise, registers a transfer of its domicile from Finland into another member state of the European Economic Area.

The Board resolves on the impact of potential partial demerger on the stock options.

In the above situations, the stock option owners have no right to require that the Company redeems the stock options from them at fair value.

7.5. Redemption Right and Obligation

If a redemption right and obligation to all of the Company's shares, as referred to in Chapter 18 Section 1 of the Finnish Limited Liability Companies Act, arises to any of the shareholders, prior to the expiry of the Share subscription period, on the basis that a shareholder possesses over 90 percent of the shares and the votes of the shares of the Company, the stock option owners will be given a possibility to use their

right of Share subscription by virtue of the stock options, within a period of time determined by the Board, or the stock option owners will have an equal obligation to that of shareholders to transfer their stock options to the redeemer, despite the transfer right defined in Section 1.5 above.

III OTHER MATTERS

1. Applicable Law and Settlement of Disputes

These terms and conditions are governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to these stock options, or the breach, termination or validity thereof, will be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators will be one. The seat of arbitration will be Helsinki, Finland, and the language of the arbitration will be Finnish or English.

2. Amendment and Interpretation of Terms and Conditions

The Board is entitled to interpret the terms and conditions of the stock options.

The Board operates the stock options and all matters relating thereto. The Board resolutions on any matters relating to the stock options are final and binding on all parties. The Board may delegate certain matters relating to the stock options to individuals within the Company as it sees fit.

The Board may resolve on the technical amendments to these terms and conditions, as well as on other amendments and specifications to these terms and conditions which are not considered as essential. Other matters related to the stock options are resolved on by the Board, and the Board may give stipulations binding on the stock option owners.

3. Data Protection

The Company may maintain a register of the stock option plan to which the stock option owner's personal data is recorded. A stock option owner acknowledges that the data is administered and processed by the Company, or any third party designated by the Company for the purposes of operation of the stock option plan. The stock option owner is entitled to request access to the data referring to them and held by the Company. The Company may send all announcements regarding the stock options to the stock option owner by e-mail. Further information on processing of personal data is available from a person responsible for HR issues.

4. Administration of Stock Options

If the stock option owner acts against these terms and conditions, or against the instructions given by the Company, on the basis of these terms and conditions, or against applicable law, or against the regulations of the authorities, the Company will be entitled to gratuitously withdraw the stock options which have not been transferred, or with which Shares have not been subscribed for, from the stock option owner.

These terms and conditions have been prepared in Finnish. In case of any discrepancy between the Finnish version and potential translations, the Finnish will prevail.