

TERMS AND CONDITIONS OF THE OFFER

Object of the Offer

Montana BidCo Oy (the “**Offeror**”), a private limited company incorporated under the laws of Finland, offers to acquire all of the issued and outstanding shares, in Nordic Lights Group Corporation (the “**Company**” or “**Nordic Lights**”) that are not held by the Company or its subsidiaries (the “**Shares**” or, individually, a “**Share**”) through a voluntary public cash tender offer in accordance with Chapter 11, Section 27 of the Finnish Securities Markets Act (746/2012, as amended, the “**Finnish Securities Markets Act**”) and subject to the terms and conditions set forth herein (the “**Offer**”).

The Offeror is indirectly wholly-owned by Methode Electronics, Inc. (“**Methode**”), a corporation incorporated and existing under the laws of the state of Delaware, the United States with its shares listed on the New York Stock Exchange. Methode and the Company have, on 28 February 2023, entered into a combination agreement (the “**Combination Agreement**”) pursuant to which the Offeror makes the Offer and pursuant to which Methode has transferred its rights and obligations to the Offeror (in accordance with its terms).

Offer Consideration

The Offer was announced by the Offeror on February 28, 2023 (the “**Announcement**”). The price offered for each Share validly tendered in accordance with the terms and conditions of the Offer is EUR 6.30 in cash (the “**Offer Consideration**”).

The Offer Price has been determined based on the issued and outstanding 20,957,962 Shares as at the date of this tender offer document (the “**Offer Document**”). In the event that the number of Shares increases or Nordic Lights issues special rights entitling to Shares in accordance with Chapter 10 of the Finnish Companies Act (624/2006, as amended, the “**Finnish Companies Act**”) prior to the Completion Date (as defined below), the Offeror will have the right to adjust the Offer Consideration accordingly on a euro-for-euro basis.

If a decision is made at a general meeting of shareholders of Nordic Lights or by the Board of Directors of Nordic Lights prior to the Completion Date to distribute dividends or other assets to shareholders or should a record date with respect to any of the foregoing occur prior to the Clearing Day (as defined below), an amount equal to the dividend or distribution per Share will be deducted from the Offer Consideration on a euro-for-euro basis. The Board of Directors of Nordic Lights proposes to the Annual General Meeting of shareholders of Nordic Lights that a dividend of EUR 0.12 per Share be paid, which could result in an adjustment to the Offer Consideration on a euro-for-euro basis as set out above.

Any adjustment to or deduction from the Offer Consideration pursuant to the above-mentioned paragraphs will be announced by way of a company release. If the Offer Consideration is adjusted or if any deduction is made from the Offer Consideration, the Offer Period (as defined below) will continue for at least ten (10) Finnish banking days following such announcement.

Offer Period

The offer period of the Offer will commence at 9:30 a.m. (Finnish time) on March 15, 2023 and expire at 4:00 p.m. (Finnish time) on April 14, 2023 (including as it may be extended in accordance with these terms and conditions, the “**Expiration Date**”), unless the offer period is extended or discontinued as described below (the “**Offer Period**”, which is defined to also include any extensions to or discontinuations of the Offer Period). The acceptance of the Offer must be received by the relevant account operator, as described below under “– *Acceptance Procedure for the Offer*”, before the expiration of the Offer Period.

The Offeror may extend the Offer Period (i) at any time until the Conditions to Completion (as defined below) have been fulfilled or waived, (ii) in case of any competing offer as referred to in Chapter 11, Section 17 of the Finnish Securities Market Act, and/or (iii) with a Subsequent Offer Period (as defined below) in connection with the announcement of the final result of the Offer whereby the Offeror also declares the Offer unconditional, as set forth below.

The Offeror will announce an extension of the Offer Period (if any), including the duration of the extended Offer Period, which shall be at least two (2) weeks, by a company release on the first (1st) Finnish banking day following the expiration of the original Offer Period, at the latest. Furthermore, the Offeror will announce any further extension of an already extended Offer Period (if applicable) or an extension of a discontinued Offer Period on the first (1st) Finnish banking day following the expiration of an already extended Offer Period or a discontinued Offer Period, at the latest.

According to Chapter 11, Section 12 of the Finnish Securities Markets Act, the duration of the Offer Period in its entirety may be ten (10) weeks at the maximum (including any extension of the Offer Period). If, however, the Conditions to Completion have not been fulfilled due to a particular obstacle comparable to that referred to in the regulations and guidelines (9/2013) of the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) on Takeover Bids and Mandatory

Bids, as may be amended or re-enacted from time to time (the “**FIN-FSA Regulations and Guidelines**”), such as, for example, a pending approval by a regulatory authority, the Offeror may extend the duration of the Offer Period beyond ten (10) weeks until such obstacle has been removed and the Offeror has had reasonable time to consider the situation in question, provided that the business operations of the Company are not hindered for longer than is reasonable, as referred to in Chapter 11, Section 12, Subsection 2 of the Finnish Securities Markets Act. The Offeror may also extend the duration of the Offer Period beyond ten (10) weeks in case of any competing offer, in accordance with the FIN-FSA Regulations and Guidelines. In this case, the Offeror will announce a new expiration date, which shall be no less than two (2) weeks from the date of such announcement. Furthermore, any Subsequent Offer Period (as defined below) may extend beyond ten (10) weeks.

The Offeror may discontinue the Offer Period should all the Conditions to Completion (as defined below) be fulfilled or waived by the Offeror prior to the expiration of the Offer Period and the Offeror will consummate the Offer in accordance with its terms and conditions after the expiration of the Offer Period by purchasing the Shares validly tendered in the Offer and paying the Offer Consideration to the shareholders that have validly accepted the Offer. However, the duration of the Offer Period shall be at least three (3) weeks from the date of the commencement of the Offer Period. The Offeror will announce its decision on the discontinuation of the Offer Period as soon as possible after such a decision has been made and, in any case, no less than two (2) weeks prior to the expiration of the discontinued Offer Period. If the Offeror discontinues the Offer Period, the Offer Period will expire at an earlier time on a date announced by the Offeror.

The Offeror also reserves the right to extend the Offer Period in connection with the announcement of the final result of the Offer as set forth in “– *Announcement of the Result of the Offer*” below (such extended Offer Period, the “**Subsequent Offer Period**”). In the event of such Subsequent Offer Period, the Subsequent Offer Period will expire on the date and at the time determined by the Offeror in the final result announcement. The expiration of a Subsequent Offer Period will be announced at least two (2) weeks before the expiration of such Subsequent Offer Period. The Offeror may also extend the Subsequent Offer Period by announcing this through a release at the latest on the first (1st) Finnish banking day following the initially expected expiry of the Subsequent Offer Period, provided that the Offeror will promptly settle any acceptances received during the initial Subsequent Offer Period.

Conditions to Completion of the Offer

The obligation of the Offeror to complete the Offer is conditional upon the requirements set forth below (the “**Conditions to Completion**”) being fulfilled by and on the date of the Offeror’s announcement of the final result of the Offer in accordance with Chapter 11, Section 18 of the Finnish Securities Markets Act, or, to the extent permitted by applicable law, their fulfilment being waived by the Offeror:

- (a) the Offer having been validly accepted and not withdrawn with respect to Shares representing, together with any Shares otherwise held by the Offeror prior to the announcement of the final result of the Offer, on a fully diluted basis, more than ninety (90) percent of the Shares and voting rights in the Company as calculated in accordance with Chapter 18, Section 1 of the Finnish Companies Act governing the right and obligation to commence redemption proceedings and allowing the Offeror to proceed to conducting a squeeze-out in accordance with Chapter 18 of the Finnish Companies Act;
- (b) the receipt of all necessary regulatory approvals, permits and consents required under any applicable competition laws or other regulatory laws in any jurisdiction for the completion of the Offer by the Offeror;
- (c) no legislation or other regulation or order having been issued or decision by a competent court or regulatory authority having been given that would wholly or in any material part prevent or postpone the completion of the Offer;
- (d) no fact or circumstance having arisen after the signing date of the Combination Agreement, and the Offeror not having received, after the signing date of the Combination Agreement, information previously undisclosed to it that constitutes, individually, or, taken together will all such information, facts and circumstances in the aggregate, a Material Adverse Change (as defined below);
- (e) no information made public by the Company or disclosed by the Company to the Offeror or any of the representations and warranties by the Company included in the Combination Agreement being materially inaccurate, incomplete or misleading, and the Company not having failed to make public or disclose any information that should have been made public or disclosed by it under applicable laws, provided that, in each case, the information made public, disclosed, or the failure to disclose information, constitutes a Material Adverse Change;
- (f) the Combination Agreement having not been terminated in accordance with its terms and remaining in full force and effect, and no event having occurred that would give the Offeror the right to terminate the Combination Agreement in accordance with its terms;

- (g) the Board of Directors of the Company having issued its recommendation that the shareholders of the Company accept the Offer and the recommendation remaining in full force and effect and having not been modified, cancelled or changed (excluding any technical modification or change of the recommendation required under applicable laws or the Helsinki Takeover Code as a result of a competing offer so long as the recommendation to accept the Offer is upheld); and
- (h) the undertakings by Sponsor Capital IV Ky, Elo Mutual Pension Insurance Company and Purmo Autic Oy Ab to accept the Offer remaining in full force and effect in accordance with their terms and not having been modified, cancelled or changed.

The Conditions to Completion set out herein are exhaustive. The Offeror may only invoke any of the Conditions to Completion so as to cause the Offer not to proceed, to lapse or to be withdrawn, if the circumstances which give rise to the right to invoke the relevant Condition to Completion have a significant meaning to the Offeror in view of the Offer, as referred to in the FIN-FSA Regulations and Guidelines and the Helsinki Takeover Code. The Offeror reserves the right to waive, to the extent permitted by applicable law and regulation, any of the Conditions to Completion that have not been fulfilled. If all Conditions to Completion have been fulfilled or the Offeror has waived the requirements for the fulfilment of all or some of them no later than at the time of announcement of the final results of the Offer, the Offeror will consummate the Offer in accordance with its terms and conditions after the expiration of the Offer Period by purchasing the Shares validly tendered in the Offer and paying the Offer Consideration to the holders of Shares that have validly accepted the Offer.

The Offer will be completed after the expiration of the Offer Period in accordance with “– *Technical Completion of the Offer*” and “– *Terms of Payment and Settlement*” below with respect to all shareholders of the Company who have validly accepted the Offer.

“**Material Adverse Change**” means (a) the Company or any of its subsidiaries becoming insolvent, subject to administration, bankruptcy or any other equivalent insolvency proceedings, or, if any legal proceedings (other than by the Offeror or its affiliates) or corporate resolution is taken by, or against any of them in respect of any such proceedings, such action could reasonably be expected to result in the commencement of such proceedings, provided, in each case, that such proceedings could reasonably be expected to result in a material adverse change in, or material adverse effect to, the business, assets, financial condition or results of operation of the Company and its subsidiaries, taken as a whole; or (b) any fact, change, effect, event, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse change in, or material adverse effect on, the business, assets, liabilities, condition (financial or otherwise) or results of operations of the Company and its subsidiaries, taken as a whole, provided, that none of the following shall be deemed to constitute a material adverse change or material adverse effect to the extent they arise from: (i) political, financial, industry, economic (including with respect to interest rates or currency exchange rates) or regulatory conditions generally so long as they do not have a materially disproportionate effect on the Company or its subsidiaries relative to other industry participants; (ii) any natural disaster, escalation or exacerbation of a widespread pandemic or outbreak of any other disease, outbreak of or escalation in major hostilities or act of war or terrorism so long as they do not have a materially disproportionate effect on the Company or its subsidiaries relative to other industry participants; (iii) the failure of the Company to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings, net asset value or other financial or operating metrics before, on or after the signing date of the Combination Agreement, provided that nothing provided in this clause (iii) shall prevent or otherwise affect the determination whether any fact, change, effect, event, occurrence or circumstance underlying such failure constitutes or contributes to a Material Adverse Change; (iv) changes in the market price or trading volume of the Company’s securities, provided that any underlying cause of such changes in the market price or trading volume of the Company’s securities may still be deemed to constitute or contribute to a Material Adverse Change; (v) the public announcement of the Offer or the proposed combination (other than with respect to a representation or warranty contained in the Combination Agreement where the purpose of such representation or warranty is to address the consequences resulting from the announcement of the transactions contemplated hereby, except as has been fairly disclosed in accordance with the Combination Agreement); (vi) any act or omission carried out or omitted by the Offeror in connection with the Offer, in any such case, in breach of the Combination Agreement; or (vii) any actions taken by the Company at the express written request of the Offeror.

Obligation to Increase the Offer Consideration and to Pay Compensation

The Offeror reserves the right to buy Shares during the Offer Period (including any extension thereof) and any Subsequent Offer Period in public trading on Nasdaq First North Growth Market Finland (“**Nasdaq First North**”) or otherwise to the extent permitted by applicable laws and regulations.

Should the Offeror or another party acting in concert with the Offeror in the meaning of Chapter 11, Section 5 of the Finnish Securities Markets Act acquire Shares after the announcement of the Offer and before the expiry of the Offer Period (including any Subsequent Offer Period) at a price higher than the Offer Consideration, or otherwise on more favourable terms, the Offeror must, in accordance with Chapter 11, Section 25 of the Finnish Securities Markets Act,

amend the terms and conditions of the Offer to correspond with the terms and conditions of the above-mentioned acquisition on more favourable terms (increase obligation). In such case, the Offeror will make public its increase obligation without delay and pay, in connection with the completion of the Offer, the difference between the consideration paid in such an acquisition on more favourable terms and the Offer Consideration to those shareholders that have accepted the Offer.

Should the Offeror or another party acting in concert with the Offeror in the meaning of Chapter 11, Section 5 of the Finnish Securities Markets Act acquire Shares within nine (9) months after the expiration of the Offer Period (including any Subsequent Offer Period) at a price higher than the Offer Consideration, or otherwise on more favourable terms, the Offeror must, in accordance with Chapter 11, Section 25 of the Finnish Securities Markets Act, pay the difference between the consideration paid in an acquisition on more favourable terms and the Offer Consideration paid to those shareholders that have accepted the Offer (compensation obligation). In such case, the Offeror will make public its compensation obligation without delay and pay the difference between the consideration paid in such an acquisition on more favourable terms and the Offer Consideration within one (1) month of the date when the compensation obligation arose for those shareholders that have accepted the Offer.

However, according to Chapter 11, Section 25, Subsection 5 of the Finnish Securities Markets Act, the compensation obligation will not be triggered in circumstances where the payment of a higher price than the Offer Consideration is based on an arbitral award pursuant to the Finnish Companies Act, provided that the Offeror or any party referred to in Chapter 11, Section 5 of the Finnish Securities Markets Act has not offered to acquire Shares on terms that are more favourable than those of the Offer before or during the arbitral proceedings.

Acceptance Procedure for the Offer

The Offer may be accepted by a shareholder registered during the Offer Period in the shareholders' register of Nordic Lights maintained by Euroclear Finland Oy, with the exception of Nordic Lights and its subsidiaries. Acceptance of the Offer must be submitted separately for each book-entry account. A shareholder of Nordic Lights submitting an acceptance must have a cash account with a financial institution operating in Finland or abroad (see "*Terms of Payment and Settlement*" below and "*Important Information*"). Shareholders may only accept the Offer unconditionally and for all Shares that are held on the book-entry accounts mentioned in the acceptance form at the time of the execution of the transactions with respect to the Shares of such shareholder. Acceptances submitted and not validly withdrawn during the Offer Period are valid also until the expiration of an extended or discontinued extended Offer Period, if any.

Most Finnish account operators are expected to send a notice regarding the Offer and related instructions and an acceptance form to their customers who are registered as shareholders in the shareholders' register of Nordic Lights maintained by Euroclear Finland Oy. Shareholders of Nordic Lights who do not receive such instructions or an acceptance form from their account operator or asset manager should first contact their account operator or asset manager and can subsequently contact Danske Bank A/S, Finland Branch ("**Danske Bank**") by sending an e-mail to nordiclights-offer@danskebank.com, where such shareholders of Nordic Lights can receive information on submitting their acceptance of the Offer, or, if such shareholders are U.S. residents or located within the United States, they may contact their brokers for the necessary information.

Those shareholders of Nordic Lights whose Shares are nominee-registered and who wish to accept the Offer, must submit their acceptance in accordance with the instructions given by the custodial nominee account holders. The Offeror will not send an acceptance form or any other documents related to the Offer to these nominee-registered shareholders of Nordic Lights.

With respect to pledged Shares, acceptance of the Offer requires the consent of the pledgee. Acquiring this consent is the responsibility of the relevant shareholders of Nordic Lights. The pledgee's consent must be delivered to the account operator in writing.

A shareholder of Nordic Lights who wishes to accept the Offer must submit the properly completed and duly executed acceptance form to the account operator that manages the shareholder's book-entry account in accordance with the instructions and within the time period set by the account operator, which may be prior to the expiry of the Offer Period. The Offeror reserves the right to reject any acceptances that have been submitted in an incorrect or incomplete manner. In the event of a Subsequent Offer Period, the acceptance form must be submitted in such a manner that it is received during the Subsequent Offer Period, subject to and in accordance with the instructions of the relevant account operator.

Any acceptance must be submitted in such a manner that it will be received within the Offer Period (including any extended or discontinued Offer Period) taking into account, however, the instructions given by the relevant account operator. The account operator may request the receipt of acceptances prior to the expiration of the Offer Period. Shareholders of Nordic Lights submit acceptances at their own risk. Any acceptance will be considered as submitted only when an account operator has actually received it. The Offeror reserves a right to reject any acceptance given in an incorrect or incomplete manner.

A shareholder who has validly accepted the Offer in accordance with the terms and conditions of the Offer may not sell or otherwise transfer their tendered Shares. By accepting the Offer, the shareholders authorise their account operator to enter into their book-entry account a sales reservation or a restriction on the right of disposal in the manner set out in “– *Technical Completion of the Offer*” below after the shareholder has delivered the acceptance form with respect to the Shares. Furthermore, the shareholders of Nordic Lights that accept the Offer authorise their account operator to perform necessary entries and undertake any other measures needed for the technical execution of the Offer, and to sell all the Shares held by the shareholder of Nordic Lights at the time of the execution of the settlement of the Offer, as set out under “– *Completion of the Offer*” below to the Offeror in accordance with the terms and conditions of the Offer. In connection with the settlement of the Offer or the clearing thereof, the sales reservation or the restriction on the right of disposal will be removed and the Offer Consideration will be transferred to the shareholders of Nordic Lights.

By giving an acceptance on the Offer, the shareholder authorises their depository participant to disclose the necessary personal data, the number of their book-entry account and the details of the acceptance to the parties involved in the order or the execution of the order and settlement of the Shares.

Right of Withdrawal of Acceptance

An acceptance of the Offer may be withdrawn by a shareholder of Nordic Lights at any time before the expiration of the Offer Period (including any extended or discontinued Offer Period) until the Offeror has announced that all Conditions to Completion have been fulfilled or waived by the Offeror, that is, the Offeror has declared the Offer unconditional. After such announcement, the Shares already tendered may not be withdrawn except in the event that a third party announces a competing public Offer for the Shares prior to the expiration of the Offer Period (including any extended or discontinued Offer Period) and provided that the execution of the settlement of the Shares as set out under “– *Completion of the Offer*” below has not yet been executed.

A valid withdrawal of the Offer requires that a withdrawal notification is submitted in writing to the account operator to whom the original acceptance form was submitted.

For nominee-registered Shares, the shareholders must request the relevant custodial nominee account holder to execute a withdrawal notification.

If a shareholder of Nordic Lights validly withdraws an acceptance of the Offer, the sales reservation or the restriction on the right of disposal with respect to the Shares will be removed within three (3) Finnish banking days of the receipt of a withdrawal notification.

A shareholder of Nordic Lights who has validly withdrawn its acceptance of the Offer may accept the Offer again during the Offer Period (including any extended or discontinued Offer Period) by following the procedure set out under “– *Acceptance Procedure for the Offer*” above.

A shareholder of Nordic Lights who withdraws its acceptance is obligated to pay any fees that the account operator operating the relevant book-entry account or the custodial nominee account holder may collect for the withdrawal. In accordance with the FIN-FSA Regulations and Guidelines, if a competing offer has been announced during the Offer Period and the completion of the Offer has not taken place, the Offeror will not charge the shareholders for validly withdrawing their acceptance in such a situation.

In the event of a Subsequent Offer Period, the acceptance of the Offer will be binding and cannot be withdrawn, unless otherwise provided under mandatory law.

Technical Completion of the Offer

When an account operator has received a properly completed and duly executed acceptance form with respect to the Shares in accordance with the terms and conditions of the Offer, the account operator will enter a sales reservation or a restriction on the right of disposal into the relevant shareholder’s book-entry account. In connection with the settlement of the Offer or the clearing thereof, the sales reservation or the restriction on the right of disposal will be removed and the Offer Consideration will be paid to the relevant shareholder.

Announcement of the Result of the Offer

The preliminary result of the Offer will be announced by a company release on or about the first (1st) Finnish banking day following the expiration of the Offer Period (including any extended and discontinued Offer Period). In connection with the announcement of the preliminary result, it will be announced whether the Offer will be completed subject to the Conditions to Completion continuing to be fulfilled on the date of the final result announcement and whether the Offer Period will be extended. The final result of the Offer will be announced on or about the third (3rd) Finnish banking day following the expiration of the Offer Period (including any extended and discontinued Offer Period). In connection with

the announcement of the final result, the percentage of the Shares in respect of which the Offer has been validly accepted and not validly withdrawn will be confirmed.

The Offeror will announce the initial percentage of the Shares validly tendered during a Subsequent Offer Period (if any) on or about the first (1st) Finnish banking day following the expiry of the Subsequent Offer Period and the final percentage on or about the third (3rd) Finnish banking day following the expiry of the Subsequent Offer Period.

Completion of the Offer

The settlement of the Offer will be executed with respect to all of those Shares of Nordic Lights with respect to which the Offer has been validly accepted, and not validly withdrawn, by no later than on the fourth (4th) Finnish banking day following the expiration of the Offer (including any extended or discontinued Offer Period) (the “**Completion Date**”), preliminarily expected to be on April 20, 2023. If possible, the settlement of the Shares will be executed on Nasdaq First North, provided that the rules applied to trading on Nasdaq First North allow that. Otherwise, the settlement will be made outside Nasdaq First North. The settlement will be made on or about the Completion Date (the “**Clearing Day**”), preliminarily expected to be on April 20, 2023.

Terms of Payment and Settlement

The Offer Consideration will be paid on the Clearing Day to each shareholder of Nordic Lights who has validly accepted, and not validly withdrawn, the Offer into the management account of the shareholder’s book-entry account. In any case, the Offer Consideration will not be paid to a bank account situated in Australia, Canada, Hong Kong, Japan, New Zealand, South Africa or Switzerland or any other jurisdiction where the Offer is not being made (see section “*Important Information*”). If the management account of a shareholder of Nordic Lights is with a different financial institution than the applicable book-entry account, the Offer Consideration will be paid into such cash account approximately two (2) Finnish banking days later in accordance with the schedule for payment transactions between financial institutions.

In the event of a Subsequent Offer Period, the Offeror will in connection with the announcement thereof announce the terms of payment and settlement for the Shares tendered during the Subsequent Offer Period. The settlement with respect to the Shares validly tendered in accordance with the terms and conditions of the Offer during the Subsequent Offer Period will, however, be executed within not more than two (2) week intervals.

The Offeror reserves the right to postpone the payment of the Offer Consideration if payment is prevented or suspended due to a force majeure event, but will immediately effect such payment once the force majeure event preventing or suspending payment is resolved.

Transfer of Title

Title to the Shares in respect of which the Offer has been validly accepted, and not validly withdrawn, will pass to the Offeror on the Clearing Day against the payment of the Offer Consideration by the Offeror to the tendering shareholder. In the event of a Subsequent Offer Period, title to the Shares validly tendered in the Offer during a Subsequent Offer Period will pass to the Offeror against payment of the Offer Consideration by the Offeror to the tendering shareholder as promptly as reasonable following their tender.

Offer Acceptance Payments

All transfer, documentary, sales, use, stamp, registration and other such taxes and fees (including penalties and interest) incurred in connection with the Offer shall be paid by the Offeror.

Each shareholder of Nordic Lights is liable for any payments that, based on an agreement made with the shareholder, an account operator may charge as well as for any fees and commissions charged by account operators, custodians, custodial nominee account holders or other parties related to the release of collateral or the revoking of any other restrictions preventing the sale of the Shares. Each shareholder of Nordic Lights is liable for any fees that relate to a withdrawal of an acceptance made by the shareholder.

The Offeror is liable for any other customary costs caused by the registration of entries in the book-entry system required by the Offer, the execution of trades pertaining to the Shares pursuant to the Offer and the payment of the Offer Consideration.

Should a competing offer be published by a third party during the Offer Period and should a shareholder of Nordic Lights therefore or otherwise validly withdraw its acceptance of the Offer, certain account operators may charge the shareholder separately for the registration of the relevant entries regarding the acceptance and withdrawal as explained under “– *Right of Withdrawal of Acceptance*” above. The Offeror will not charge shareholders any fees in connection with such withdrawals.

The receipt of cash pursuant to the Offer by a shareholder may be a taxable transaction for the respective shareholder under applicable tax laws, including those of the country of residency of the shareholder. Any tax liability arising to a shareholder from the receipt of cash pursuant to the Offer will be paid and borne by such shareholder. Each shareholder is urged to consult with an independent professional adviser regarding the tax consequences of accepting the Offer.

Other Matters

The Offeror reserves the right to amend the terms and conditions of the Offer in accordance with Chapter 11, Section 15 of the Finnish Securities Markets Act. This Offer Document and the Offer are governed by Finnish law. Any disputes arising out of or in connection with this Offer will be settled by a court of competent jurisdiction in Finland.

Should a competing Offer be published by a third party during the Offer Period, the Offeror reserves the right, as stipulated in Chapter 11, Section 17 of the Finnish Securities Markets Act to (i) decide upon an extension of the Offer Period; (ii) decide upon an amendment of the terms and conditions of the Offer; and (iii) decide, during the Offer Period, but before the expiration of the competing offer, to let the Offer lapse. The Offeror will decide on all other matters related to the Offer, subject to applicable laws and regulations and the provisions of the Combination Agreement.

Other Information

Danske Bank acts as arranger in relation to the Offer, which means that it performs certain administrative services relating to the Offer. This does not mean that a person who accepts the Offer (the “**Participant**”) will be regarded as a customer of Danske Bank as a result of such acceptance. A Participant will be regarded as a customer only if Danske Bank has provided advice to the Participant or has otherwise contacted the Participant personally regarding the Offer. If the Participant is not regarded as a customer, the investor protection rules under the Finnish Act on Investment Services (747/2012, as amended) will not apply to the acceptance. This means, among other things, that neither the so-called customer categorisation nor the so-called appropriateness test will be performed with respect to the Offer. Each Participant is therefore responsible for ensuring that it has sufficient experience and knowledge to understand the risks associated with the Offer.

Important Information regarding NID and LEI

According to Directive 2014/65/EU on markets in financial instruments (MiFID II), all investors must have a global identification code from January 3, 2018 in order to carry out a securities transaction. These requirements require legal entities to apply for registration of a Legal Entity Identifier (“**LEI**”) code, and natural persons need to state their National ID or National Client Identifier (“**NID**”) to accept the Offer. Each person’s legal status determines whether a LEI code or NID number is required, and the book-entry account operator may be prevented from performing the transaction to any person if the LEI or NID number is not provided. Legal persons who need to obtain a LEI code can contact the relevant authority or one of the suppliers available on the market. Those who intend to accept the Offer are encouraged to apply for registration of a LEI code (legal persons) or to acquire their NID number (natural persons) well in advance, as this information is required in the acceptance at the time of submission.

Information regarding Processing of Personal Data

Shareholders who accept the Offer will submit personal data, such as name, address and social security number, to Danske Bank, who is the controller for the processing of such data. Personal data provided to Danske Bank will be processed in data systems to the extent required to administer the Offer. Personal data obtained from sources other than the customer may also be processed. Personal data may also be processed in the data systems of companies with which Danske Bank cooperates and it may be disclosed to the Offeror to the extent necessary for administering the Offer. Address details may be obtained by Danske Bank through an automatic procedure executed by Euroclear Finland Oy. Additional information on processing of personal data by Danske Bank, including details on how to exercise data subjects’ rights may be found at www.danskebank.com.