

SCANFIL PLC
STOCK OPTION PLAN 2022

STOCK OPTION TERMS AND CONDITIONS

28 October 2022

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TERMS AND CONDITIONS OF SCANFIL PLC STOCK OPTION PLAN 2022

I INTRODUCTION

The Board of Directors of Scanfil Plc (**Board**) has at its meeting on 28 October 2022 resolved, by virtue of an authorization granted by the general meeting of shareholders on 21 April 2022, to issue stock options to the key personnel of Scanfil Plc and its subsidiaries (jointly: **Group**), on the following terms and conditions.

The stock options issued on the basis of the plan entitle the key personnel to subscribe for Scanfil Plc (Business ID: 2422742-9, trading ID: SCANFL) (**Company**) shares primarily under the terms and conditions decided by the Board and defined in connection with the offering and distribution of the stock options, and in other respects in the manner and under the conditions specified in these stock option terms.

II STOCK OPTION TERMS

1. Number of Stock Options

The maximum total number of stock options issued is 1,200,000, and they entitle their owners to subscribe for a maximum total of 1,200,000 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 subscribers.

2. Stock Options

Of the stock options,

- 394 000 are marked with the symbol 2022AI,
- 6 000 are marked with the symbol 2022AII,
- 370 000 are marked with the symbol 2022BI,
- 30 000 are marked with the symbol 2022BII,
- 370 000 are marked with the symbol 2022CI, and
- 30 000 are marked with the symbol 2022CII.

The Board has the right to convert stock options held by the Company from one stock option class into another.

The stock options 2022AII, 2022BII and 2022CII differ from the stock options 2022AI, 2022BI and 2022CI solely pursuant to the adjustment based on the distribution of assets, as referred to in Sections III.7.1. and III.7.2.

3. Right to Stock Options

The stock options are issued gratuitously to the Group's key personnel decided by the Board. 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 key personnel of the Group.

The Board resolves on the number of stock options offered to the key personnel.

4. Distribution of Stock Options

The Board resolves on the distribution of stock options to the key personnel employed by or to be recruited by a company belonging to the Group (**Group Company**). The Board may resolve on particular additional provisions concerning the receipt of stock options. The Board resolves on the further distribution of the stock options returned later to the Company. Distribution of stock options to the key personnel outside Finland may be restricted or it may be subject to additional terms on the basis of local laws and/or other regulations.

The people, to whom stock options are distributed, will be notified in writing by the Board about the offer of stock options. The stock options will be delivered to the recipient when the recipient has accepted the offer of the Board.

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

A stock option recipient is responsible for all taxes, tax-like fees and other tax and public and private law fees and consequences related to receiving or exercising the 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. The stock options may freely be transferred and pledged after the Share subscription period of the stock options has commenced. The Board may, however, permit the transfer or pledge of stock options before such date. If the stock option owner transfers or pledges their stock options, they will be obliged to inform the Company about the transfer or pledge in writing, without delay. The Board may, at its discretion, resolve to restrict the transfer of stock options in certain countries, e.g. for legal or administrative reasons.

6. Termination of Employment or Service before Share Subscription Period

6.1. Termination or Cancellation of Employment or Director Contract

If a stock option owner terminates or cancels their employment or director contract, or if a Group Company terminates or cancels the stock option owner's employment or director contract, such stock option owner will, without delay, forfeit to the Company or its designee, without compensation, such stock options for which the Share subscription period specified in Section III.2. has not commenced on the day on which the notice of termination or cancellation of employment or director contract is given. 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.

The stock option owner is not entitled to any compensation on any grounds for the loss of the stock options during or after their employment or service on the basis of these terms or otherwise.

6.2. Termination of Employment or Director Contract on Good Leaver Grounds

Good Leaver Grounds are the following:

- a corporate re-arrangement,
- a transfer of business,

- a Group Company's ceasing belonging to the Group,
- 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 employment or director contract,
- a stock option owner's retirement for a pension as determined by the Company, and
- a stock option owner's decease.

If a stock option owner's employment or director contract with a Group Company terminates on a Good Leaver ground, the stock option owner or their estate or heir or beneficiary is entitled to keep the stock options that the Board has distributed to the stock option owner.

Upon the decease of a stock option owner, the stock options distributed to them are transferred to the stock option owner's estate, heir or beneficiary at the time of the stock option owner's decease. The estate, heir or beneficiary is entitled to use the stock options in accordance with these terms. The estate, heir or beneficiary is obligated to provide the Company with an acceptable report on their right to the deceased stock option owner's stock options upon the request of the Company, and at the latest when the estate, heir or beneficiary exercises the stock options. The Company may refuse to accept a Share subscription made with the stock options until the Company has been provided with a report that the Company accepts.

Termination of a stock option owner's employment or director contract on a Good Leaver ground refers to the last day of validity of their employment or director contract.

7. Incorporation of Stock Options into Book-Entry System

The Board may resolve on incorporation of the stock options as set out in these terms into the book-entry system. The stock option owners undertake to take all the technical measures indicated by the Company which are necessary for the stock options to be incorporated into the book-entry system. By acceptance of the stock options, the stock option owner authorizes the Company or a party designated by the Company to register the stock options in the book-entry account of the stock option owner.

If the stock options have been incorporated into the book-entry system, the Company is entitled to request and get transferred all forfeited stock options from the stock option owner's book-entry account to an account appointed by the Company, without a separate consent of the stock option owner, and to which transfer the stock option owner is deemed to have given their consent by accepting these terms. In addition, the Company is entitled to register restrictions regarding transfer and pledge of the stock options and other corresponding restrictions on the stock option owner's book-entry account, without a separate consent of the stock option owner, until the commencement of the Share subscription period of the stock options, and to which registration the stock option owner is deemed to have given their consent by accepting these terms.

III SHARE SUBSCRIPTION TERMS

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 is credited to the reserve for the Company's invested unrestricted equity.

2. Share Subscription and Payment

The Share subscription period is,

- for the stock options 2022AI and 2022AII, 1 May 2025 – 30 April 2027,

- for the stock options 2022BI and 2022BII, 1 May 2026 – 30 April 2028, and
- for the stock options 2022CI and 2022CII, 1 May 2027 – 30 April 2029.

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

Share subscriptions 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.

The commencement of the Share subscription period of the stock options requires that the Group's business goals or financial goals and conditions, which have been separately determined by the Board as a condition for the exercise of the stock options, have been met. The Board decides and defines the goals separately for each stock option installment in connection with the distribution of the stock options. The stock options for which the goal is not met lapse in the manner decided by the Board.

3. Share Subscription Price

The subscription price per Share for the Shares that are subscribed with the stock options is determined as follows:

- For the stock options 2022AI and 2022AII, the subscription price is the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd during the period of 1 November 2022 – 30 November 2022.
- For the stock options 2022BI and 2022BII, the subscription price is the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd during the period of 1 November 2023 – 30 November 2023.
- For the stock options 2022CI and 2022CII, the subscription price is the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd during the period of 1 November 2024 – 30 November 2024.

If the dividend ex date falls on the aforementioned period of determination of the Share subscription price, such dividend will be added to the trading prices of the Share trading made as from the dividend ex date, when calculating the trade volume weighted average quotation of the Share. The same procedure is followed if the Company distributes assets from the reserve for unrestricted equity or distributes share capital to its shareholders.

The subscription price of the Shares subscribed for with the stock options 2022AI, 2022BI and 2022CI may decrease in certain special cases specified in Sections III.7.1. and III.7.2. The Share subscription price, nevertheless, always amounts to at least EUR 0.01.

4. Registration of Shares

Shares subscribed for and fully paid are registered in the book-entry account of the subscriber.

5. Shareholder Rights

The dividend rights of the new Shares and other shareholder rights 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 in 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 will be reached in the manner determined by the Board by adjusting the number of Shares available for subscription, the Share subscription price or both.

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

7. Rights in Certain Special Cases

7.1. Dividends and Distribution of Assets from the Reserve for Invested Unrestricted Equity

If the Company distributes extra dividends and/or assets from the reserve for invested unrestricted equity, subject to the Board's decision, the Share subscription price of the stock options will be reduced by the amount of the extra dividend and/or the amount of the distributable invested unrestricted equity per Share, decided after the commencement of the period for determination of the Share subscription price and before Share subscription, on each dividend record date and/or each record date of the repayment of equity.

The adjustment based on the distribution of dividends or assets will not apply to the stock options 2022AII, 2022BII and 2022CII.

7.2. Decreasing the Share Capital

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

The adjustment based on the distribution of share capital will not apply to the stock options 2022AII, 2022BII and 2022CII.

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

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 owner 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 a merger or a demerger, or in the manner otherwise determined by the Board, or the Board may give the 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 a potential partial demerger, or the Company's transformation from a public limited company to a private limited company, on the stock options.

In the aforementioned situations, the stock option owner has no right to require that the Company redeems the stock options from them at fair value.

7.5. 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 has 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, an equal offer must be made to the stock option owner.

7.6. Public Tender Offer and Redemption Right and Obligation

If, before the end of the Share subscription period,

- someone announces a public offer to purchase all the issued Shares, stock options and other special rights entitling to Shares of the Company, which offer is recommended by the Board, or
- an obligation to launch a public offer for other shareholders' Shares, stock options and other special rights entitling to Shares, as referred to in the Finnish Securities Markets Act (746/2012, as amended), arises to any of the shareholders, or
- a redemption right and obligation to all of the Company's shares, as referred to in the Chapter 18 Section 1 of the Finnish Limited Liability Companies Act (624/2006, as amended), arises to any of the shareholders, on the basis that a shareholder possesses over 90 percent of the Shares and the votes of the Shares of the Company,

a stock option owner has the right and obligation equivalent to that of a shareholder, to transfer their stock options to the offeror or redeemer, even if the transfer right pursuant to Section II.5. has not commenced. However, in all aforementioned situations and corresponding situations, the Board may give the stock option owner a possibility to use their right of Share subscription within a period of time determined by the Board, after which the subscription right ceases to exist.

IV GENERAL TERMS

1. Applicable Law and Settlement of Disputes

These terms are governed by the laws of Finland, excluding its conflict-of-law rules. Any dispute, controversy or claim arising out of or relating to these terms, 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. The language of the arbitration will be Finnish or English.

Stock options may be distributed to individuals who are located outside Finland. In these cases, the stock option plan will be operated in a way that complies with the legislation of the country

where the individual is located. If the stock option plan needs to be completed or amended in any way in order to comply with local laws (whether in general or in relation to any particular stock option distribution, including stock option distributions already made), the Board may make such additions and/or amendments as it considers reasonably necessary, within the requirements of the laws of Finland.

2. Amendment and Interpretation of the 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 technical amendments, as well as on other amendments and specifications that are not considered significant, to these terms and conditions. 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. Reclaiming the Stock Options

The Company has a unilateral right to reclaim the stock options, which have not been transferred or with which Shares have not been subscribed for, from the stock option owner, without compensation, if the stock option owner acts against these terms, or against any instructions given by the Company on the basis of these terms, or against applicable laws or regulations of the authorities.

4. Data Protection

The Company may maintain a register of the stock option owners to which the stock option owners' 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. A 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 owners by e-mail. Further information on processing of personal data is available from the person responsible for HR issues in the Company.

5. Language Versions

These stock option terms have been prepared in Finnish and English. The Finnish version has priority over the English one if the versions are in conflict.