

## TERMS AND CONDITIONS OF OPTION PLAN 2019

### REMEDY ENTERTAINMENT PLC

The Board of Directors (hereinafter the “**Board of Directors**”) of Remedy Entertainment Plc (hereinafter the “**Company**”) has, by virtue of the authorization granted by the Annual General Meeting held on April 8, 2019, decided at its meeting held on July 11, 2019 to issue option rights (hereinafter the “**Options**” or “**Option**” as the context may require), on the following terms and conditions (hereinafter the “**Terms**”):

#### I. TERMS AND CONDITIONS OF OPTIONS

##### 1 NUMBER OF OPTIONS

The maximum total number of Options issued is 400,000, entitling their holders to subscribe for a maximum of 400,000 new shares of the Company or existing shares held by the Company (hereinafter the “**Shares**” or “**Share**” as the context may require). The Board of Directors decides whether new shares or existing shares held by the Company are given.

##### 2 GRANTING OF OPTIONS

Options will be granted without payment, in deviation from the pre-emptive subscription rights of the shareholders, to the Company’s key persons as decided separately by the Board of Directors as part of the Company’s incentive and commitment scheme. Therefore, the Company has a weighty financial reason for the issue of Options as referred to in Chapter 10, Section 1 of the Finnish Companies Act.

##### 3 ALLOCATION AND DISTRIBUTION OF OPTIONS

- 3.1 The Board of Directors shall decide on the distribution of Options as well as the timetable thereof. The person entitled to Options will be hereinafter referred to as the “**Option Holder**”.
- 3.2 The Board of Directors shall also be entitled to decide upon the distribution of the Options that have been returned to the Company.
- 3.3 The Option Holder shall be notified in writing about the grant of Options. The Board of Directors may require the Option Holder to execute a separate option agreement.
- 3.4 The Options shall form a discretionary and non-recurring part of the incentive scheme, and shall not be regarded as part of the Option Holder’s regular salary or

fringe benefits. The Options shall not affect the remuneration paid under the Option Holder's employment or service relationship. The Option Holder shall solely be responsible for all the taxes and tax consequences related to the receive or use of his/her Options.

#### **4 ALLOCATION PERIOD FOR OPTIONS**

The allocation and distribution period for the Options begins on the date the Board of Directors decided on the issue of the Options and ends when the Share Subscription Period begins.

#### **5 OPTION CERTIFICATES**

The Company may, at Board of Director's discretion or on request of the Option Holder, issue written certificates for Options in accordance with the Chapter 3, Section 12 of the Finnish Companies Act, each worth at least one (1) Option (hereinafter the "**Option Certificate**"). Possible Option Certificates shall be held by the Company in the name and on behalf of the Option Holder until the subscription of Shares.

#### **6 ASSIGNMENT AND TRANSFER OF OPTIONS**

6.1 The Options, for which the Share Subscription Period in accordance with Section II.2 has not commenced, may not be assigned, pledged or transferred in any way without written consent from the Company's Board of Directors.

6.2 The Options, for which the Share Subscription Period has commenced, are freely transferable provided that the applicable legislation (as valid from time to time) or Company's guidelines concerning insiders shall not restrict the right to transfer. The Option Holder shall immediately inform the Company about the execution of such transfer in writing.

6.3 The Board of Directors may also decide that the Options may not be transferred at all in certain countries or set any other restrictions to the transferability or disposability of the Options.

#### **7 FORFEITURE OF OPTIONS**

7.1 If an Option Holder's employment or service relationship with the Company is terminated for a reason other than death or statutory retirement, retirement in compliance with the employment or service contract or retirement otherwise determined by the Company or due to permanent incapacity to work, such person or his/her legal successor shall, without delay, forfeit to the Company or to any third party determined by the Company, free of charge, the Options for which the Share Subscription Period specified in Section II.2 has not commenced on the last day of such person's

employment or service relationship. The similar proceeding shall be applied if the liabilities arising from the Option Holder's employment or service contract are transferred to a new owner or holder in a transfer of the Company's business. The Board of Directors may, however, decide that the Option Holder is entitled to keep such Options, or a part thereof, under the forfeiture obligation in the above-mentioned events.

- 7.2 Regardless of whether the Option Holder or his/her legal successor has forfeited the Options to the Company in accordance with Section 7.1, the Company is entitled to state by a written notice to the Option Holder that the Option Holder has forfeited his/her Options on the basis of the above-described terminated employment or service relationship. Should the Options be transferred to a book-entry account system, the Company is entitled to, despite the forfeiture obligation of the Options, request and get transferred all the Options under the said obligation from the Option Holder's book-entry account to the book-entry account appointed by the Company without the consent of the Option Holder. In addition, the Company is entitled to register the transfer restrictions and other corresponding restrictions concerning the Options to the Option Holder's book-entry account without the consent of the Option Holder.
- 7.3 In the event of the Option Holder's death, the Options shall, on the hour of death, be transferred to the deceased's successors who shall be entitled to exercise the Options in accordance with these Terms. When exercising the Options or upon the Company's request, the successors of the deceased Option Holder shall submit evidence about their right to the Options to the Company. The Company may refuse to approve the share subscription based on said Options until the Company is provided with such evidence regarding the successors' rights.
- 7.4 During the Option Holder's employment, service or thereafter, the Option Holder, or his/her successors when applicable, has no right to receive compensation on any grounds for Options that have been forfeited in accordance with these Terms.

## **II. TERMS OF SHARE SUBSCRIPTION**

### **1 THE RIGHT TO SUBSCRIBE FOR SHARES**

Each Option gives the right to subscribe for one (1) new Share or existing Share held by the Company. The Board of Directors will decide whether the Option Holder is given new Shares or existing Shares held by the Company.

## 2 SUBSCRIPTION OF SHARES

2.1 The subscription period for Shares (hereinafter the “**Share Subscription Period**”) shall begin on June 1, 2022, and terminate on May 31, 2025. The Share Subscription Period is divided into the following subscription windows:

- 2022: from June 1 until September 15 and from September 16 until December 31
- 2023: from January 2 until March 31, from April 1 until May 31, from June 1 until September 15 and from September 16 until December 31
- 2024: from January 2 until March 31, from April 1 until May 31, from June 1 until September 15 and from September 16 until December 31
- 2025: from January 2 until March 31 and from April 1 until May 31

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

2.3 The minimum amount to be subscribed at once is 1,000 Shares.

2.4 Share subscription shall take place at the head office of the Company or at another location or at a subscription agent determined by the Board of Directors. A Share subscription under these Terms is executed by paying the Subscription Price to the bank account designated by the Company and signing necessary documentation for execution as requested by the Company. The Company’s Board of Directors may give more detailed instructions regarding the subscription procedure, place and payments.

2.5 If the Company has issued Option Certificates for the Options, such certificates have to be handed over by the Option Holder to the Company in connection with the Share subscription.

## 3 THE SUBSCRIPTION PRICE AND PAYMENT OF THE SHARES

The subscription price for Shares (hereinafter the “**Subscription Price**”) shall be the trade volume weighted average price of the Company’s share on First North Finland marketplace during April 1 – June 30, 2019, with an addition of 10 percent.

3.1 The Subscription Price shall be reduced in special situations and at times specified hereinafter at Sections II.7.1 - II.7.2. The Subscription Price shall, nevertheless, always amount to at least 0.01 euros per Share.

3.2 If the Company issues new Shares, the paid Subscription Price from the Shares shall be recorded to the invested non-restricted equity fund as a whole.

#### **4 REGISTRATION OF THE SHARES**

4.1 The Board of Directors shall resolve on the acceptance of Share subscriptions in its regular meetings and shall file the new Shares for registration at the Trade Register after the respective subscription window has ended. If the subscribed Shares are new, they are first registered to the Trade Register and then emitted in the book-entry system and admitted to trading next to the old shares on the First North Finland marketplace maintained by Nasdaq Helsinki Ltd.

4.2 Shares subscribed for and paid in full shall be registered in the book-entry account of the Option Holder. If the subscribes Shares are existing Shares held by the Company, they shall be recorded to the Option Holder's book-entry account immediately after the Share subscription. If the subscribed Shares are on the other hand new Shares, they shall be recorded in the Option Holder's book-entry account after they have been registered to the Trade Register.

#### **5 SHARE AND SHAREHOLDER RIGHTS**

5.1 New Shares shall entitle to full dividend from the beginning of the accounting period, during which they have been registered to the Trade Register. Other shareholder rights shall begin immediately after the new Shares have been registered to the Trade Register.

5.2 If the Option Holder receives existing Shares held by the Company, the right to the dividend and other shareholder rights shall begin when the Shares have been recorded to his/her book-entry account.

#### **6 ISSUANCE OF SHARES, OPTION RIGHTS OR OTHER SPECIAL RIGHTS BEFORE THE SHARE SUBSCRIPTION**

If the Company, after issuing the Options but before subscription of the Shares, decides on an issue of shares, or by virtue of other decision, on issue of option rights or other special rights pursuant to Chapter 10 Section 1 of the Companies Act in such a way that the subscription or receiving of shares or special rights shall be based on shareholding in the Company, the Option Holder will have the same or equal right with the shareholders. Such equality shall be exercised as decided by the Board of Directors in such a way that the number of Shares to be subscribed, the Subscription

Price, or both, will be changed. Alternatively, the Option Holder may be offered the right to subscribe for shares, options or special rights in a manner decided by the Board of Directors. The Option Holder shall not have the foregoing right if the shares, options and special rights are issued for subscription otherwise than the subscription right being based on the Company's shareholding.

## **7 RIGHTS OF THE OPTION HOLDER IN CERTAIN SPECIAL SITUATIONS**

- 7.1 If the Company, after granting the Options but before the share subscription, decides on the distribution of dividends or other profits to its shareholders, the Subscription Price of the Shares to be subscribed for with the Options will not be changed.
- 7.2 If the Company, after issuing the Options but before the share subscription, decides to decrease its share capital, the Subscription Price of the Shares to be subscribed for with the Options shall be decreased with the amount of distributable share capital on the record date of the repayment of the share capital.
- 7.3 If the Company, after issuing the Options but before the share subscription, is decided to be placed into liquidation, the Option Holder will be given an opportunity to subscribe for shares with all his/her Options during a time period determined by the Board of Directors, after which the subscription right will cease permanently. If the Company is removed from the Trade Register before the subscription of Shares, the Option Holder has the same or equal right with the shareholder.
- 7.4 If the Company, after issuing the Options but before the share subscription, decides to purchase its own shares through an offer to all shareholders, an equal offer must be made to Option Holders. Otherwise purchasing or redeeming Company's own shares, option rights or other convertible special rights do not require any actions by the Company towards the Option Holders and shall have no impact on the status of the Option Holders.
- 7.5 If a shareholder of the Company, after issuing the Options but before the share subscription, becomes entitled to redeem the shares of other shareholders according to Chapter 18 Section 1 of the Companies Act, the Option Holder shall offer his/her Options to the shareholder entitled to redemption with similar terms as the other shareholders. A shareholder who possesses more than 9/10 of all Company's shares and voting rights is entitled to purchase the Option Holder's Options, and when the shareholder exercises this right, the Option Holder is obliged to sell them to the shareholder for market value.
- 7.6 If the Company resolves to merge into another company or into a company to be established in a combination merger or to demerge in full or if more than 2/3 of the Company's shares are otherwise transferred to a third party, the Option Holder shall

be given an opportunity to subscribe for shares with his/her Options prior to the merger or demerger or other transfer of shares and during a time period determined by the Board of Directors. The Board of Directors shall decide on the effects of a possible partial demerger to the Options. Alternatively, the Board of Directors may give the Option Holder a right to exchange the Options to option rights issued by another company as determined in the merger or demerger plan or as otherwise specified by the Board of Directors, or a right to sell the Options prior to the merger, demerger or other transfer of the shares. After this, the subscription right and right to exchange shall cease permanently. The corresponding procedure applies to cross-border merger, demerger or if the Company after being changed into Societas Europea or otherwise transfers its domicile from Finland to another member state of the European Economic Area. In the above-mentioned situations, the Option Holder does not have the right to demand the Company to redeem the Options for market value.

- 7.7 If the number of Company Shares is changed the Share Subscription Terms shall be amended so that the relative proportion of Shares available for Subscription with the Options to the total number of the Company's outstanding Shares, as well as the Share Subscription Price total, remain the same.
- 7.8 Converting the Company from a public limited liability company into a private limited liability company shall not cause any changes into these Terms.

### **III. OTHER TERMS AND CONDITIONS**

#### **1 BREACH BY THE OPTION HOLDER**

If an Option Holder breaches these Terms, any regulations or instructions given by the Company or any applicable law or regulations given by authorities, the Company is entitled to redeem without consideration all Options from such Option Holder. The Company is entitled to apply for and enforce a transfer of all Options from the above Option Holder to the Company or, alternatively, to cancel such Options without the consent of the respective Option Holder.

#### **2 SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

- 2.1 Finnish law shall be applied to these Terms and the Options.
- 2.2 All disputes concerning these Terms or the Options shall be settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by using

one (1) arbitrator. The arbitration shall take place in Helsinki, Finland and the language of the arbitration shall be Finnish or English as chosen by the Option Holder.

- 2.3 These Terms have been prepared in Finnish and in English. In the event of a discrepancy, the Finnish language version of these Terms shall prevail.

### **3 GENERAL AUTHORIZATION**

- 3.1 The Board of Directors is authorized to decide on any other matters or terms relating to Options than those explicitly set in these Terms.

- 3.2 The Board of Directors is authorized to decide on the transfer of the Options to the book-entry account system and make other than material amendments or specifications to these Terms. The Board of Directors shall resolve on other matters relating to the Options as well as their subscription, and it may also give binding instructions to the Option Holders. The Company has the sole power to interpret these Terms.

- 3.3 The Company may maintain a register of the Option Holders to which the Option Holder's personal data is recorded. The Company may send all announcements regarding the Options to the Option Holders by e-mail.

### **4 DOCUMENTATION**

The documentation for the Options referred to in the Companies Act is available at the Company's head office.