

TERMS AND CONDITIONS OF SPECIAL SUBSCRIPTION RIGHTS CBL2024

Remedy Entertainment Plc's (hereinafter the "**Company**") Board of Directors (hereinafter referred to as the "**Board**") has on 24 October 2024 decided, by virtue of the authorization granted by the Company's Extraordinary General Meeting on 24 October 2024, to issue special subscription rights pursuant to Chapter 10 Section 1 of the Finnish Companies Act (hereinafter referred to as the "**Special Right(s)**") on the following terms and conditions (hereinafter referred to as the "**Terms**"):

A. TERMS AND CONDITIONS OF SPECIAL RIGHTS

1 NUMBER OF SPECIAL RIGHTS

A maximum of 811,100 Special Rights will be offered for subscription. Each Special Right entitles to subscribe for one (1) new share in the Company (hereinafter the "**Share(s)**"). The Shares shall be new shares of the same class and with the same rights as the shares in the Company existing on the date of the Board's decision to issue the Special Rights.

2 ISSUANCE OF SPECIAL RIGHTS

The Special Rights are issued without charge to a lender designated by the Board in its decision to issue the Special Rights (hereinafter referred to as the "**Lender**"). The term "Lender" also includes any party to whom the Special Rights have been transferred in compliance with these Terms. The Special Rights are issued in connection with the convertible loan provided by the Lender to the Company under the separate convertible loan agreement (the "**Convertible Loan Agreement**") to support the Company's working capital needs and secure the Company's liquidity (hereinafter referred to as the "**Loan**"). Therefore, there are weighty financial grounds to issue the Special Rights, as referred to in Chapter 10, Section 1 of the Finnish Companies Act.

3 SUBSCRIPTION OF SPECIAL RIGHTS

The Special Rights shall be offered to the Lender for subscription during the subscription period beginning on the date of the Board's decision referred to herein and ending on 31 December 2024 at the latest. The Special Rights shall be considered subscribed (and the subscription automatically approved) when the Loan is made available to the Company and paid to the Company's bank account pursuant to and subject to the terms of the Convertible Loan Agreement (hereinafter referred to as the "**Subscription Date**").

4 SPECIAL RIGHT CERTIFICATES

No certificates referred to in Chapter 3, Section 12 of the Finnish Companies Act shall be issued for the Special Rights.

5 TRANSFER OF SPECIAL RIGHTS

The Special Rights may be freely transferred, pledged or otherwise encumbered.

B. TERMS AND CONDITIONS OF SHARE SUBSCRIPTION

1 EXERCISE PERIOD AND RIGHT TO SUBSCRIBE FOR SHARES

Subject to the other provisions of these Terms, the exercise period for the Special Rights commences on the third (3rd) anniversary of the Subscription Date and ends on the fifth (5th) anniversary of the Subscription Date (the “**Exercise Period**”).

Subject to the other provisions of these Terms, each Special Right shall entitle the Lender to subscribe for one (1) Share in the Company at any time during the Exercise Period.

2 SUBSCRIPTION OF SHARES AND PAYMENT OF SUBSCRIPTION PRICE

The Lender shall exercise the Special Rights to subscribe for Shares in the Company by informing the Board of each such subscription in writing (“**Subscription Notice**”). The subscription price for the Shares shall be paid in full at the time of subscription by way of set-off against the Loan and accrued interest in an amount corresponding to the aggregate Subscription Price (as defined below) payable for the Shares subscribed for. The Lender may choose to exercise the Special Rights only in respect of part of the Loan and accrued interest and/or in several instalments at any time during the Exercise Period. The Board shall resolve all other technical matters concerning the share subscription.

The subscription price of the Shares shall be credited entirely in the reserve for invested unrestricted equity (in Finnish: *sijoitetun vapaan pääoman rahasto*) of the Company. To the extent the Loan together with accrued interest cannot otherwise be converted into Shares in their entirety due to the reason that partial Shares cannot be issued, the number of Shares that would otherwise be issued to the Lender shall be rounded up to the nearest full number.

The Company shall take all necessary steps to register the Shares issued in connection with each exercise of the Special Rights with the Trade Register and apply them for public trading alongside the Company’s existing shares on Nasdaq Helsinki Stock Exchange no later than as of the fifteenth (15th) business day from the date of the Subscription Notice.

3 SUBSCRIPTION PRICE OF SHARES

Subject to the other provisions of these Terms, the subscription price for each Share that can be subscribed for by virtue of the Special Rights is EUR 27.20 (hereinafter referred to as the “**Subscription Price**”). The Subscription Price has been agreed upon in the Convertible Loan Agreement as part of the Loan provided to the Company by the Lender.

4 SHAREHOLDER RIGHTS

The Shares will become eligible for dividends and other distribution of assets, and the other shareholder rights will commence on the date when the Shares are registered with the Trade Register.

5 SHARE ISSUES, STOCK OPTIONS AND OTHER SPECIAL SUBSCRIPTION RIGHTS BEFORE SHARE SUBSCRIPTION

If the Company, as long as any Special Rights remain unexercised, (i) issues new shares to the Company’s shareholders in proportion to their existing holdings of shares in the Company, or (ii) issues new convertible bonds, stock options, special subscription rights or other instruments entitling their holders to shares other than in the context of customary share-based incentive schemes directed to the employees and management of the Company, then the Lender will have the same or equal right as the shareholders or third parties, as applicable, to participate in such issuance. Equality will be implemented as agreed upon separately between the Lender and the Company.

6 RIGHTS IN CERTAIN SPECIAL EVENTS

If the Company, as long as any Special Rights remain unexercised, increases the share capital and/or changes the number of shares, e.g., through a bonus issue, consolidation or share split, the Subscription Price and/or the number of Shares to which the Special Rights entitle shall be adjusted such that the proportion of the Shares acquired through exercise of the Special Rights to the share capital and/or to the number of all shares in the Company remains unchanged.

If the Company, as long as any Special Rights remain unexercised, is placed into liquidation, the Lender will be entitled to exercise any remaining Special Rights during a reasonable period before the commencement of the liquidation as decided by the Board.

If the Company, as long as any Special Rights remain unexercised, enters into any merger, demerger or other corporate restructuring or transaction with similar effect, the Lender will be entitled to exercise any remaining Special Rights by submitting a

conversion notice to the Board such that the conversion becomes effective before such merger, demerger or other transaction is implemented.

If the Company, as long as any Special Rights remain unexercised, resolves to acquire its shares, convertible bonds, stock options, special subscription rights or other instruments entitling their holders to shares by way of an offer made to all holders of shares or such instruments, as applicable, a similar offer shall in each case be made to the Lender on equal terms, and the acquisition price payable for any Special Rights in such offer shall be determined based on generally accepted valuation principles and considering the Subscription Price as agreed upon separately between the Lender and the Company.

If a shareholder of the Company, as long as any Special Rights remain unexercised, has a right or an obligation under Finnish law to initiate compulsory redemption proceedings to acquire all shares in the Company not already held by it, the Lender shall be entitled to exercise any remaining Special Rights during a reasonable period as defined by the Board such that the Lender will have an equal right as the shareholders to sell the shares held by it (including those acquired by way of such exercise of remaining Special Rights) in the compulsory redemption proceedings.

If the Company is changed from a public limited company into a private limited company while any Special Rights remain unexercised, this shall not affect these Terms governing the Special Rights.

If the Company decides to move its domicile while any Special Rights remain unexercised, the Lender will be entitled to exercise any remaining Special Rights during a reasonable period before the redomiciliation becomes effective as decided by the Board.

These Terms shall not in any way limit the rights that the Lender may have under the Convertible Loan Agreement or under Finnish law in its capacity as creditor or holder of the Special Rights.

C. OTHER TERMS AND CONDITIONS

1 GENERAL AUTHORIZATION

The Board decides on any other matters relating to the Special Rights and subscription of Shares that have not been stipulated by these Terms. The Board may authorize, within the power vested in it, the managing director of the Company to the extent permitted under the Finnish Companies Act.

2 ALTERATIONS OF TERMS

Any amendments to these Terms require the prior written consent of the Lender, save for (i) amendments that are necessary to correctly implement the provisions of the Convertible Loan Agreement, and (ii) necessary technical amendments due to changes in legislation or any corporate actions taken by the Company, provided that the aforementioned amendments are not in any way detrimental to the interests of the Lender hereunder.

3 GOVERNING LAW AND DISPUTES

These Terms shall be governed by and construed in accordance with the laws of Finland (without regard to its principles of private international law and/or conflict of laws).

Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by three (3) arbitrators. The place of arbitration shall be Helsinki, Finland, and the arbitration proceedings shall be conducted in the English language.