

OPTOMED ~~OY~~PLC STOCK OPTION PLAN 2017B AS AMENDED WITH RESOLUTIONS
DATED 13 SEPTEMBER 2019 ~~AND~~, 18 NOVEMBER 2019 AND 10 MAY 2022

I TERMS AND CONDITIONS OF OPTION RIGHTS

1 Issue of Option Rights

- 1.1 Optomed ~~Oy~~Plc (the "**Company**") shall issue at maximum 58,000 option rights which shall entitle the receivers to subscribe a total of maximum 58,000 new, or if the Company's Board of Directors (the "**Board**") so decides, existing A-shares of the Company, or if the Company would only have one class of shares, such shares (hereinafter referred to as the "**Shares**" or the "**Share**" depending on the context).
- 1.2 The option rights shall be offered to the employees and/or consultants of the Company and the Finnish or foreign companies being under the control of the Company (together the "**Group**"). The control shall mean the control defined in the Paragraph 5 of the Chapter 1 of the Bookkeeping Act. The group of persons who can receive option rights shall also include the managing director of the Company and the managing directors of other companies belonging to the Group and persons performing work for the Group as consultants.
- 1.3 Because the option rights have been intended for a part of the equity based incentive program of the Group, there is a weighty financial reason for the Company to issue the option rights.

2 Allocation of the Option Rights

- 2.1 The Board shall decide upon the allocation of the option rights to the persons employed by the Group and persons performing work for the Group as consultants (the "**Option Holders**").
- 2.2 The Company informs the Option Holder of the issue of the option rights to such Option Holder.

3 The Subscription of the Option Rights and the Subscription Price

- 3.1 The subscription of the option rights shall take place in accordance with the Paragraph 5 of the Chapter 10 of the Limited Liability Companies Act.
- 3.2 The option rights shall be issued for free. The option rights have been intended for a part of the equity based incentive program of the Company and shall, therefore, be issued for free.

4 Prohibition to Transfer

- 4.1 The option rights may only be exercised for the subscription for the Shares. The Option Holder shall not have right to sell, transfer, pledge or otherwise assign the option rights without the prior written consent given by the Board. The Board may set any preconditions for such transfer or assignment.

5 Termination of Employment or Service Relationship or the Consulting Agreement

- 5.1 Should the Option Holder's employment or service relationship to the Group be terminated for any reason whatsoever or should the consulting agreement regarding the Option Holder's work performed for the Group be terminated for any reason whatsoever, the Option Holder's option rights are automatically transferred to the Company without consideration unless the Board decides otherwise.

6 Re-issue of Option Rights

- 6.1 Should option rights be returned to the Company, the Company shall, in accordance with the decision by the Board, have the right to re-issue such option rights to other persons who, in accordance with these terms and conditions, have right to receive option rights.

II TERMS AND CONDITIONS OF SUBSCRIPTION FOR THE SHARES

1 Right to Subscribe for Shares

- 1.1 Each option right shall entitle the Option Holder to subscribe for one A-Share or if the Company would only have one class of shares, such shares. Based on the subscriptions of the Shares, the total amount of the Shares of the Company may increase by 58,000 Shares at maximum.

2 Subscription Period for the Shares

- 2.1 The subscription for the Shares with the option rights can take place only after the subscription period for the Shares has commenced.
- 2.2 The subscription period for the Shares with the option rights to be issued shall commence on 1 July 2020.
- 2.3 The subscription period for Shares with all option rights to be issued shall close on 1 July 20224.

3 The Subscription Price and Payment of the Shares

- 3.1 The subscription price for the Shares is 3.50 euro per Share. The option rights have been intended for a part of the equity based incentive program of the Group and the subscription price has been defined based on that.
- 3.2 The subscribed Shares shall be paid at the time of subscription to the bank account of the Company in accordance with the instructions given by the Company. The Company shall decide on all procedures with regard to the subscription of the Shares and the payment of the Shares.
- 3.3 The subscription price for the Shares shall be recorded in its entirety to the invested non-restricted equity fund of the Company.

4 The Rights of the Shareholder

- 4.1 The rights of the shareholder shall begin after the Shares have been recorded to the trade register of Finland, or if existing Shares of the Company are being issued, upon completion of the transfer of the Share provided that the transfer has been fully paid.

5 The Rights of Option Holders in Certain Cases

- 5.1 The option rights shall not carry any rights in a share issue, in the issue of option rights or other special rights entitling to shares referred to in Chapter 10 of the Limited Liability Companies Act in accordance with some other decision, in the distribution of assets in accordance with Paragraph 1.1 of Chapter 13 of the Limited Liability Companies Act, or in the acquisition of option rights or other special rights entitling to shares referred to in Chapter 10 of the Limited Liability Companies Act by the Company.
- 5.2 Should the Company, prior to share subscription, decide to merge with another company as an acquiring company, this will not affect the terms and conditions of the options. Should the Company resolve to merge as a merging company with another existing company or merge in a combination merger with another company by way of incorporating an acquiring company together, or, should the Company resolve to demerge fully or partially, the Board shall decide on the possible effects on the options deemed reasonable by the Board from the point of view of the Option Holders, including without limitation a possibility that the Option Holders are given the right to subscribe Shares with all their option rights or part of them or to convert them into option rights issued by the other company, on such terms and within such period, as resolved by the Board before the merger or demerger (after which period the right to subscribe Shares or covert options shall lapse, provided that the implementation of the merger or demerger will take place), or a possible effect on the share subscription price. The Board shall in that case take especially into account the equal treatment of the Option Holders and the shareholders of the Company. In the situations mentioned in this section 5.2, the Option Holder is not entitled to require redemption of its options pursuant to the Limited Liability Companies Act.
- 5.3 If, prior to share subscription, a public offer pursuant to the Securities Markets Act for the shares in the Company is made, the Board may decide that the Option Holder has the right to subscribe Shares with all its option rights or part of them before the execution of the public offer during a period determined by the Board (after which period the right to subscribe Shares shall lapse) or that the Option Holder has an obligation to sell its options in the offer process at the same price as paid per share in the offer, reduced with the applicable share subscription price.
- 5.4 If, prior to share subscription, in accordance with Chapter 18 of the Limited Liability Companies Act a party is considered to hold more than 90 per cent of the Company's shares and votes and this leads to the redemption right and obligation under Chapter 18, Section 1 of the Limited Liability Companies Act, the Option Holder shall be given the right to subscribe Shares with all its option rights or part of them before the execution of the redemption during a period determined by the Board (after which period the right to subscribe Shares shall lapse) or, at the direction of the Board, the Option Holder has an obligation to sell its options in the redemption process at the same price as paid per share in the redemption, reduced with the applicable share subscription price.

III OTHER TERMS AND CONDITIONS

1 Documents

- 1.1 The documents related to the option rights and referred to in the Limited Liability Companies Act shall be held available at the headquarters of the Company.
- 1.2 In the event of any discrepancy between the Finnish and the English versions of these terms and conditions of Option Rights, the Finnish version shall prevail.

2 Authorities of the Board

- 2.1 The Board shall have right to amend these terms and conditions excluding amendments considered to be material. The Board shall decide on other issues related to these option rights and the Shares to be subscribed based on these option rights. The Board may also give instructions binding on Option Holders.
- 2.2 The Board may decide to transfer the option rights or part of them to book-entry system (in which case also the limitations related to the transfer of option rights set forth in Section 1.4.1 shall be recorded to the book-entry system) and on possible technical amendments to these terms and conditions related to such transfer.

3 Applicable Law and Dispute Resolution

- 3.1 These terms and conditions as well as all issues related to these terms and conditions shall be governed by the Finnish law excluding the choice of law rules thereof.
- 3.2 Any dispute, controversy or claim arising out of or in connection with the option rights shall be finally settled in arbitration by a sole arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland.