

**TERMS AND CONDITIONS FOR THE STOCK OPTIONS 2013 A – amended
23.11.2018**

**THE TERMS AND CONDITIONS OF THE STOCK OPTION PLAN 2013 A OF
NEXSTIM OY (unofficial English translation)**

Extraordinary Shareholders Meeting passed on 21 November 2018 a resolution regarding reduction of the number of shares in the Company (so-called reverse share split) in accordance with the proposal of the Board accepted in the meeting 9/2018 in such a way that each current 30 shares of the Company shall correspond to one share of the Company after the arrangements related to the reduction of the quantity of Company's shares are completed. As a consequence, the Board has on 23rd November, 2018 resolved the following:

“It was resolved that the number of option rights received by each holder of option rights shall be divided by 30, and simultaneously the subscription price for one share against an option right shall be multiplied by 30. Possible rounding up in the number of option rights shall be downwards.”

Therefore, the following Sections shall be amended:

- I.1 regarding total number of stock options; and
- II.3 regarding share subscription price

I TERMS AND CONDITIONS

1. The quantity of the option rights

1. Nexstim Oy (hereinafter referred to as the “Company”) shall issue the maximum amount of 671.678 option rights entitling to the subscription of 671.678 new shares in the Company’s share class A.
With the decision on 23rd November, 2018, the Board used its right to change the number of stock options according to the ratio used in the reverse split. Prior to the Board resolution on the 23rd November 2018 a total of 51.632 option rights remained in the option plan. After this change, the total number of stock options in the stock option plan 2013A is 1.721.

The individual agreements relating to the option rights shall be amended accordingly. Again, the Board shall have the right to amend the number of stock options.

2. The option rights

1. The option rights shall be marked as 2013 A.

3. The distribution of the option rights

1. The stock options will be granted free of charge. The stock options will be offered to the personnel and the management of the Company and/or its subsidiaries as resolved by the Board of Directors of the Company and to the members of the Board of Directors of the Company as resolved by the Shareholder Meeting of the Company, not taking into

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account the shareholders' pre-emptive rights. The Board of Directors and the Shareholders Meeting of the Company shall determine the amount of the option rights granted to each option receiver.

2. It is proposed that the shareholders' pre-emptive rights to share subscription be deviated from since the stock options are intended to form a part of the equity based incentive program of the personnel and the management of the Company and its subsidiaries. The personnel and the management are being encouraged to long term working relationship with the Company in order to enhance the equity value. The option rights are also used to commit the personnel and the management to the Company and therefore the option rights are earned yearly as separately decided by the Board of Director's and the Shareholders Meeting of the Company. Due to these reasons there is a very weighty financial reasons for the derogation to the shareholders' pre-emptive rights.
3. The Company will notify each participant of the grant of stock options in writing. The option rights shall be granted right after the participant has approved the Company's offer.
4. The option rights are not part of the option holder's employment agreement or management agreement and they shall not be considered as salary or employment related allowance. The option holder is not entitled to any compensation related to the option rights during or after the employment relationship and/or management relationship. The option holder is solely responsible for any taxes and other such cost related to the receiving or subscribing the option rights.

4. Non-transferability

1. The stock options are non-transferable to a third party by the option holder and may not be given as a pledge.

II TERMS AND CONDITIONS OF STOCK OPTION EXERCISE

1. Right to Exercise Stock Options

1. The number of the shares of the Company may rise by 671.678 new shares and by 6716, 78 Euros. The subscription price shall be marked to the reserve for invested unrestricted equity of the Company.

2. Exercising the stock options and the payment of the subscription price

1. The exercise period shall begin on December 1st 2013 and end on December 31st 2020.
2. The subscribing of the shares will be done in the Company's headquarters or in another place later announced by the Company. The

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shares shall be paid completely at the time of the subscription to the bank account identified by the Company. The Board of Directors of the Company shall decide upon on all the necessary actions concerning the subscription as well as upon the actions needed in the under and over subscription situations.

3. The subscription price

1. The subscription price of one share is 0,01 Euros. The subscription price is set to a level that would form an incentive to the option holders.

With the decision on 23rd November, 2018, the Board used its right to amend the Share subscription prices and resolved that the Share subscription prices shall be multiplied by 30. Therefore, the new Share subscription prices shall be:

for stock option 2013A: EUR 0,3

Again, the Board shall have the right to amend the Share subscription prices.

4. The registration of the option rights and the shares

1. The Company shall register the option rights given, based on this decision to the Company's documents.

5. The rights of the shareholder

1. The right to the dividends shall commence on the fiscal year the subscription has been made all the other shareholder's rights shall commence on the moment the shares have been registered to the Commercial Register.

The option right carries the rights set forth hereto in the situations set forth in Chapter 10, Section 3, sub-item 7) of the Finnish Companies Act, which typically may have a material effect on the option right holder's status and the value of the option rights.

6. Rights of Option Holder in Certain Cases

1. Should the Company, prior to the share subscription, issue new shares or convey own shares possessed by the Company or issue option rights or other rights referred to in Chapter 10 of the Companies Act with pre-emptive right of shareholders, no measures will need to be taken in relation to the option holders and stock options.

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2. If the Company issues shares in any other manner than prescribed above in Section 1 no measures will need to be taken in relation to the option holders and stock options.
3. Should the Company make a resolution to acquire its own shares with an offer to all the shareholders or to acquire option rights or other rights referred to in Chapter 10 of the Companies Act with an offer to all the holders of such rights, the Company will be obliged to make an equal offer to the option holders in respect of stock options. If the Company acquires or redeems its own shares or option rights or other rights referred to in Chapter 10 of the Companies Act in any other manner, no actions will need to be taken in relation to the option holders and stock options.
4. Should the Company, before the commencement of the share subscription period, be placed into liquidation, the option holders will be given the right to subscribe for shares with the stock options, within a period prior to the commencement of the liquidation as prescribed by the Board of Directors. At the close of this period set by the Board of Directors, all rights to a share subscription shall lapse.
5. If the Company distributes dividends, no measures will need to be taken in relation to the option holders and stock options. Should the Company, before the commencement of the share subscription period, be deregistered, the option holders shall have the same or equal right to the consideration as the shareholders. Should the Company otherwise distribute assets of the Company to all shareholders pro rata to their shareholding; the amount of this distribution will be deducted from the share subscription price. The Board of Directors will specify in its proposal the new share subscription price. If the Company distributes dividends or its assets to its shareholders in any other manner, no measures will need to be taken in relation to the option holders and stock options.
6. Should the Company resolve to merge with another existing company or with a company to be formed or should the Company resolve to be divided, the option holders will be given the right to subscribe for all the shares pertaining to their stock options or to convert their stock options into stock options issued by another company or, where a new company will be formed, by the formed company, on such terms and within such a time period prior to the merger or division, as prescribed by the Board of Directors. At the close of this time period set by the Board of Directors, any rights to subscribe for shares or to convert the stock options will lapse.
7. Should a shareholder have under the Companies Act the right to redeem the shares from the other shareholders of the Company, the option holders will have a corresponding obligation to that of the shareholders to transfer all of their stock options for redemption to the redeeming shareholder for the price that is equal to the price that will

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be paid to the other holders of A-share and deducted by the subscription price.

8. Should a shareholder have under the Companies Act the right and obligation to redeem the shares from the Company's other shareholders, or should a shareholder under the Securities Markets Act have the obligation to redeem all shares and stock options issued by the Company from the Company's other shareholders, the option holders may, notwithstanding any transfer restriction, transfer all of the stock options in their possession to the shareholder under the obligation or right of redemption.
9. The Board of Directors may, however, in any of the situations prescribed in the sections 7. and 8., also give the option holders an opportunity to exercise all of the stock options in their possession for share subscription or to convert them into stock options issued by another company on such terms and within such time period prior to the completion of the redemption, as prescribed by the Board of Directors. At the close of this time period set by the Board of Directors, all rights to a share subscription or to a conversion of stock options shall lapse.
10. The Board approves the subscriptions and decides upon other matters related to this option plan.

III OTHER TERMS AND CONDITIONS

1. These terms and conditions are governed by the laws of Finland. Disputes arising out of the stock options will be settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce.
2. Participants will not be entitled to compensation on any grounds from the Company in respect of the stock options.
3. The Board of Directors of the Company shall resolve on all other matters relating to the stock options as well as their exercise and it may also give binding instructions to the option holders. The Company has the sole power to interpret these terms and conditions.
4. In the event of conflict, the Finnish language version of these terms and conditions shall prevail.
5. Any financial gain related to this option plan does not affect the pension rights and/ or amounts of the option holder.
6. If an option holder breaches these terms and conditions or any related instructions given by the Company, the Companies Act or any other instructions given by authorities, the Company has the right to redeem without consideration all stock options from such option holder without remuneration.

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7. The documents concerning this option plan can be reviewed in the headquarters of the Company in the address Elimäenkatu 9B, 00510 Helsinki.