

**KEY INVESTMENT INFORMATION SHEET**  
In accordance with Article 23 and Annex I of the ECSP Regulation  
Invesdor GmbH

This crowdfunding offer has been neither verified nor approved by the Austrian Financial Market Authority (FMA) or the European Securities and Markets Authority (ESMA).  
The appropriateness of your experience and knowledge have not necessarily been assessed before you were granted access to this investment.  
By making this investment, you assume full risk of taking this investment, including the risk of partial or entire loss of the money invested.

**Risk warning**

Investment in this crowdfunding project entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council<sup>1</sup>. Nor is your investment covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council<sup>2</sup>.

You may not receive any return on your investment.

This is not a savings product and we advise you not to invest more than 10 % of your net worth in crowdfunding projects.

You may not be able to sell the investment instruments when you wish. If you are able to sell them, you may nonetheless incur losses.

**Pre-contractual reflection period for non-sophisticated investors**

Non-sophisticated investors benefit from a reflection period during which they can, at any time, revoke their offer to invest or expression of interest in the crowdfunding offer without giving a reason and without incurring a penalty. The reflection period starts at the moment the prospective non-sophisticated investor makes an offer to invest or signals its expression of interest and expires after four calendar days therefrom.

The revocation may be made in the same manner as the submission of the investment offer. After the submission of the investment offer, the investor receives an e-mail informing that the pre-contractual reflection period has begun and how to revoke the offer to invest. The revocation can be made by pressing the revocation button in the investor's user account, or in writing by email to service@invesdor.com, service@invesdor.de, service@invesdor.at or service@invesdor.fi. The investor does not need to state a reason for the revocation. In the event of revocation, the investment offer will be cancelled and the subscription will not be concluded.

**Overview of the crowdfunding offer**

<b>Offer identifier</b>	LEI529900Z0PUEGTE63XQ200010171
<b>Project owner and project name</b>	Monidor Oy Share Issue 2023
<b>Type of the offer and instrument type</b>	Share offering of a Finnish Limited Liability Company
<b>Target amount</b>	EUR 1 000 040,00
<b>Deadline</b>	10.9.2023 In case of oversubscription of this share offering, the project owner may decide to suspend the issue. The Board of Directors of the project owner reserves the right to extend the subscription period.

**Part A: Information about the project owner and the crowdfunding project**

(a)	<b>Project owner and crowdfunding project</b>	<p><b>Identity:</b> Monidor Oy, business ID 2680753-1, registered into the Finnish Trade Register</p> <p><b>Legal form:</b> Finnish Limited Liability Company</p> <p><b>Contact details:</b> www.monidor.com, Elektroniikkatie 3 90590 Oulu, Finland, info@monidor.com, +358503788890</p> <p><b>Ownership:</b> <b>Note: The project owner's trade register extract contains erroneous information of the total number of shares and of the number of series B shares. The correct share amounts are listed in this KIIS and in the other issuing documents.</b></p> <p>The project owner has 34 195 registered shares. The project owner has two share series: series A (10 000 shares) and series B (24 195 shares). The last change of ownership, in the form of a share issue, of the project owner's shares took place on 23.10.2020, and the last change of ownership, in the form of a sale, took place in 31.12.2015. The project owner is not part of any group. The project owner has 61 shareholders. The 10 largest shareholders are listed in the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Shareholder</th> <th>A Shares</th> <th>B shares</th> <th>Total</th> <th>Ownership and voting %</th> </tr> </thead> <tbody> <tr><td>1.</td><td>Mikko Savola</td><td>5 800</td><td>0</td><td>5 800</td><td>16,96 %</td></tr> <tr><td>2.</td><td>Voima Ventures Fund II Ky</td><td>0</td><td>3 553</td><td>3 553</td><td>10,39 %</td></tr> <tr><td>3.</td><td>Northern Startup Fund III</td><td>0</td><td>2 864</td><td>2 864</td><td>8,38 %</td></tr> <tr><td>4.</td><td>Hoitoketju Apu Oy</td><td>2 000</td><td>420</td><td>2 420</td><td>7,08 %</td></tr> <tr><td>5.</td><td>Verman Group Oy</td><td>0</td><td>2 229</td><td>2 229</td><td>6,52 %</td></tr> <tr><td>6.</td><td>Innovestor Kasvurahasto II Ky</td><td>0</td><td>2 182</td><td>2 182</td><td>6,38 %</td></tr> <tr><td>7.</td><td>Länsivantaankype Oy</td><td>0</td><td>1 878</td><td>1 878</td><td>5,49 %</td></tr> <tr><td>8.</td><td>Heat Capital Oy</td><td>0</td><td>1 822</td><td>1 822</td><td>5,33 %</td></tr> <tr><td>9.</td><td>Veli-Matti Puurunen</td><td>1 450</td><td>0</td><td>1 450</td><td>4,24 %</td></tr> <tr><td>10.</td><td>Northern Startup Fund I</td><td>0</td><td>909</td><td>909</td><td>2,66 %</td></tr> <tr><td></td><td>Other shareholders (total 61 shareholders)</td><td>750</td><td>8 338</td><td>9 088</td><td>26,57 %</td></tr> <tr><td></td><td><b>Total</b></td><td><b>10 000</b></td><td><b>24 195</b></td><td><b>34 195</b></td><td><b>100 %</b></td></tr> </tbody> </table> <p>*NOTE! There is a convertible loan of EUR 1 000 000. ** In addition, the project owner has 2 700 option rights, of which 1 372 have been allocated.</p>		Shareholder	A Shares	B shares	Total	Ownership and voting %	1.	Mikko Savola	5 800	0	5 800	16,96 %	2.	Voima Ventures Fund II Ky	0	3 553	3 553	10,39 %	3.	Northern Startup Fund III	0	2 864	2 864	8,38 %	4.	Hoitoketju Apu Oy	2 000	420	2 420	7,08 %	5.	Verman Group Oy	0	2 229	2 229	6,52 %	6.	Innovestor Kasvurahasto II Ky	0	2 182	2 182	6,38 %	7.	Länsivantaankype Oy	0	1 878	1 878	5,49 %	8.	Heat Capital Oy	0	1 822	1 822	5,33 %	9.	Veli-Matti Puurunen	1 450	0	1 450	4,24 %	10.	Northern Startup Fund I	0	909	909	2,66 %		Other shareholders (total 61 shareholders)	750	8 338	9 088	26,57 %		<b>Total</b>	<b>10 000</b>	<b>24 195</b>	<b>34 195</b>	<b>100 %</b>
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	<b>Management:</b>	<p><b>The Board of Directors</b></p> <p>Antti Sivula, Chairman of the Board</p> <p>Jenny Engerfelt, Member of the Board</p> <p>Kristo-Juhana Kivilaakso, Member of the Board</p> <p>Antti Puolitaival, Member of the Board</p> <p>Mikko Savola, Member of the Board</p> <p style="text-align: right;"><b>The Managing Director</b> Mikko Savola</p>																																																																														
(b)	<b>Responsibility for the information provided in this key investment information sheet</b>	The project owner declares that, to the best of its knowledge, no information has been omitted or is materially misleading or inaccurate. The project owner is responsible for the preparation of this key investment information sheet. The project owner is responsible for the information given in the key investment information sheet. The declaration of the project owner with respect to its responsibility for the information given in this key investment information sheet pursuant to Article 23(9) of Regulation (EU) 2020/1503 of the European Parliament and of the Council is included as Annex A hereto.																																																																														
(c)	<b>Principal activities of the project owner; products or services offered by the project owner</b>																																																																															

<sup>1</sup> Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (OJ L 173, 12.6.2014, p. 149).

<sup>2</sup> Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes (OJ L 84, 26.3.1997, p. 22).

The project owner helps hospitals to improve patient safety, save nurses and doctors time and improve workflows. The project owner's solution is remote monitoring service which helps to detect earlier emergencies, release more time to care and avoid risk of mistakes. It consists of remote monitoring software and devices.

According to the trade register extract from the Finnish Patent and Registration Office, the project owner's business is technology research and development as well as design, subcontracting, manufacturing and sales of medical devices and electronic equipment. The project owner may also engage in securities trading and conduct all legal business.

(d) **Hyperlink to the most recent financial statements of the project owner**

The Auditor's Report and the latest audited Financial Statement of the financial year 1.1.2022 - 31.12.2022 can be found behind the following link: <https://dl.invesdor.at/projects/public/fadb5ba1-39d9-46a9-b893-29ddb63608bc/Appendix-3-Documentation-of-Financial-Statement-2022.pdf>

(e) **Key annual financial figures and ratios for the project owner for the last two years**

	FINANCIAL YEAR	
	2021	2022
<b>Revenue</b>	<b>219,00 €</b>	<b>211,00 €</b>
<i>Inventory change</i>	4,00 €	-14,00 €
<i>Capitalised expenses</i>	478,00 €	462,00 €
<i>Other operating income</i>	-	-
<b>Total output</b>	<b>701,00 €</b>	<b>659,00 €</b>
<i>Cost of materials + external services [COGS]</i>	-38,00 €	-46,00 €
<b>Gross profit</b>	<b>663,00 €</b>	<b>613,00 €</b>
<i>Personnel expenses/staff costs</i>	-645,00 €	-617,00 €
<i>Other operating expenses</i>	-346,00 €	-273,00 €
<b>EBITDA</b>	<b>-328,00 €</b>	<b>-277,00 €</b>
<i>Depreciation</i>	-226,00 €	-279,00 €
<b>Operating result [EBIT]</b>	<b>-554,00 €</b>	<b>-556,00 €</b>
<i>Interest income/interest result</i>	-5,00 €	-6,00 €
<i>Taxes</i>	0,00 €	0,00 €
<b>Net income after taxes (NIAT)</b>	<b>-559,00 €</b>	<b>-562,00 €</b>
Revenue Growth %	N/A	-3,65%
EBITDA Growth %	N/A	15,55%
Number of employees	11	10

Figures in the table above are presented in thousands of euros (excluding number of employees and %-figures).

The table above does not include financial figures from year 2020, as the business model of the project owner has essentially changed during years 2020 and 2021. The project owner's business model has transformed from products to services from year 2020 to 2021, which means that the financial figures as of year 2021 are not comparable to the financial figures in 2020.

(f) **Description of the crowdfunding project, including its purpose and main features**

The purpose of the crowdfunding project is to organise a share issue in which the project owner will offer new series B shares of the project owner for subscription. The amount of the new series B shares offered and the subscription price per B share are defined below in Part D (a) and (b). The project owner is aiming to raise a total of 1 00 040 euros in equity in 2023. This investment will support international expansion efforts and the completion of the solution offering. To bridge any potential gaps in funding, the project owner can explore opportunities such as public or EU grants, Business Finland R&D loans, or a Finnvera loan for working capital.

The project owner plans to use the gathered funds as follows:

Scenario 1	Scenario 2	Scenario 3
Up to EUR 1 000 000	Up to EUR 750 000	Up to EUR 400 000
Maximum funding, 100 % of the financing amount	About 75 % of the financing amount	Minimum funding, 40 % of the financing amount
The planned allocation of gathered funds approximately	The planned allocation of gathered funds approximately	The planned allocation of gathered funds approximately
<ul style="list-style-type: none"> <li>Sales &amp; marketing Staff 30%</li> <li>R&amp;D 40%</li> <li>Sales and Marketing costs 10%</li> <li>Other costs 20%</li> </ul>	<ul style="list-style-type: none"> <li>Sales &amp; marketing Staff 40%</li> <li>R&amp;D 20%</li> <li>Sales and Marketing costs 20%</li> <li>Other costs 20%</li> </ul>	<ul style="list-style-type: none"> <li>Sales &amp; marketing Staff 50%</li> <li>R&amp;D 10%</li> <li>Sales and Marketing costs 20%</li> <li>Other costs 20%</li> </ul>
Plan to get leverage from public funding Grants (ELY/EU): EUR 150 000-250 000 Soft loans (Business Finland): EUR 300 000	Plan to get leverage from public funding Grants (ELY/EU): EUR 100 000-150 000 Soft loans (Business Finland): EUR 250 000	Plan to get leverage from public funding Grants (ELY/EU): EUR 100 000-150 000 Soft loans (Business Finland): EUR 250 000

**Part B: Main features of the crowdfunding process and conditions for the capital raising**

(a) **Minimum target capital to be raised in a single crowdfunding offer**

EUR 400 200,00

**The number of offers (public or non-public) that have already been completed by the project owner or crowdfunding provider for this crowdfunding project**

No offers have been completed by the project owner or crowdfunding provider for this crowdfunding project when the KIIS was made available to the potential investors.

(b) **Deadline for reaching the target capital to be raised:**

10.9.2023

The Board of Directors of the project owner reserves the right to extend the subscription period.

(c) **Information on the consequences if the target capital is not raised by the deadline**

If the minimum target is not reached by the deadline, the project owner has a right to cancel the share issue, in which case paid investments will be refunded to the investors. No interest is paid to the refunded subscriptions. Investors will not incur any fees or expenses if the minimum target is not met, and the share issue is thus cancelled.

(d) **The maximum offer amount when different from the target capital referred to in point (a)**

EUR 1 000 040,00

(e) **Amount of own funds committed to the crowdfunding project by the project owner**

When the KIIS was made available to the potential investors, the project owner had received soft, unbinding subscription commitments from some of its current shareholders. Potential subscriptions based on these soft commitments, if any, will be made once the subscription period starts.

(f) **Change of the composition of the project owner's capital or loans related to the crowdfunding offer**

The project owner has 34 195 registered shares. The project owner has two share series: series A (10 000 shares) and series B (24 195 shares). In this crowdfunding offer a minimum of 4 350 and a maximum of 10 870 new series B shares of the project owner are offered for subscription. Following this, the equity offered in this crowdfunding offer is between 11,29 – 24,12 %, depending on how many shares are subscribed in the crowdfunding offer. The subscription price of the new shares will be recorded entirely to the project owner's reserve for invested unrestricted equity. The composition of the project owner's loans does not change in regards of the crowdfunding offer.

## Part C: Risk factors

### Presentation of the main risks

Various risk factors associated with investing in the project owner may be significant if realised. Many of the project owner's risk factors are part of the nature of its business and are typical for the industry. Each risk may have an essential effect on the project owners' business, profits, and the potential ability to achieve its financial objectives. The risks presented are not ranked in order of importance nor does the order in which they are presented reflect the likelihood of their occurrence.

#### Type 1 – Project risk

- The crowdfunding offer may raise less capital than planned and there is no guarantee that it will reach its minimum target capital. This may result in the project owner not being able to successfully implement its business activities due to a lack of funds.
- The project owner may be unable to compete effectively with existing and potential new competitors or to respond to changes in the competitive environment, which may adversely affect its business performance. Competition may become significantly more intense if competitors with more capital or better technology enter the market.
- There is a risk that the project owner will get negative media attention. This may lead to significant sales decline and losses for the project owner because there is insufficient demand for the project owner's products because of the negative media attention.
- Part of the project owner's customer projects are long-lasting. It is possible that the cost of a customer project is increased during its performance and that all increased costs cannot be transferred to customer prices.
- The project owner's products have manufacturing and cooperation agreements in place. In theory, there is a risk that the manufacturing and cooperating parties would terminate the agreements which could cause at least temporary difficulties in providing the product and service.
- The medical product manufacturer must include in the agreements a risk of a potential recall, if the product contains a fault which may endanger patient safety. A potential recall could cause additional costs and potentially a disruption in the offering of the product until the fault has been detected and corrected.

#### Type 2 – Sector risk

- The demand for the project owner's products and services and, thus, its business performance is affected by, among other things, the general global market situation, a possible decrease in demand in the project owner's business sector (under the classification referred to in Article 2(1), point (a), of Regulation (EC) No 1893/2006 of the European Parliament and of the Council, the project owner's sector is Research and development on engineering and technology) and technological developments. Dependencies on other business sectors might also affect the project owner's business performance negatively. Therefore, the project owner's and its business are exposed to risks outside of the project owner's actions.
- Product development in the medical device field is time and resource consuming and is vastly controlled by the authorities, and therefore involves significant related risks. Turnover only begins to accumulate after the device has been subjected to the necessary tests to demonstrate its safety and performance in compliance with the industry requirements and finally, has received regulatory approvals, which may take time.

#### Type 3 – Risk of default

- Uncertainty in the project owner's core markets, the global economy and financial markets may adversely affect the project owner's business and operating results.
- The project owner may require additional funding in the future, but the necessary funding might not be accessible to the project owner.
- The project owner may be unable to implement its expansion strategy and take full or timely advantage of new business opportunities.
- The project owner's business idea might not assert itself on the market or the planned business development might not be implemented as planned.
- There is always risk that the project owner may be subject to bankruptcy or other insolvency proceedings and other occurrences concerning the project or the project owner which may result in the loss of the investment for the investors. Such risks may be caused by a variety of factors, including for example but not limited to, changes in the macro-economic circumstances, mismanagement of the project owner, lack of experience of the project owner's employees and/or management, fraud, project owner's financing not fitting the business purpose, unsuccessful product launch or lack of cash flow.
- According to the RatingAlfa credit report, the project owner has a more negative than average equity ratio and profitability ratio with respect of risk of default.

#### Type 4 – Risk of lower, delayed or no returns

- Various risk factors and circumstances may lead to a fall in the market price of the project owner shares, which may result in a partial or total loss of the invested capital.
- Even though the subscription price for the shares corresponds to the project owner's Board of Directors understanding of the fair value of the shares, the price may have been set too high, which may result in a partial or total loss of the invested capital when selling the shares.
- There may be no return on the investment at all.
- The project owner financial projections are subject to risks, as forward-looking estimates, targets, and other statements always involve uncertainty, and they are only predictions, not guarantees of the future.
- In the future, the project owner may issue new shares or convertible bonds, or it may enter into agreements which might dilute the shareholders' ownership in the project owner.
- As a growth company, the project owner is not expected to pay any dividends.
- If the results in project owner's clinical trials are worse than expected, the project owner might be forced to conduct additional clinical trials which might impact its go-to-market timing and might require the project owner to invest additional funds in the clinical trials. If the go-to-market is delayed the project owner might have to raise additional financing.

#### Type 5 – Risk of a platform failure

- A temporary or permanent failure of the crowdfunding platform may cause the crowdfunding service provider unable to provide its services. This may lead to investors being unable to subscribe for the offered shares or delays in the payment processes, such as when the invested funds are being transferred to the project owner or when investors' funds are repaid due to revocation or resolutive condition.
- As the invested funds are being held in an escrow account, and the crowdfunding service provider does not possess the funds at any point, a total loss of the invested capital based solely on a failure of the crowdfunding platform is unlikely.

#### Type 6 – Risk of illiquidity of the investment

- The project owner shares are not publicly or multilaterally traded on any marketplace, so there is no active or liquid secondary market for the shares. There is a risk that the security may not be sold at the desired time or at all, or that the price offered may be lower than its subscription price or its actual value.
- The transferability of shares is limited by the redemption clause in the Articles of Association and the obligation for the transferee to enter into the project owner's shareholders' agreement.

#### Type 7 – Risks related to management and staff

- The project owner is dependent on its management and qualified employees, and the loss of such personnel could be detrimental to the business.
- Failure to recruit and retain qualified personnel may adversely affect the project owner business performance.

#### Type 8 – Legal and regulatory risks

- Failure to comply with laws, regulations and general social responsibility relating to the project owner's activities and products may result in sanctions and damage its image with its customer groups.
- The project owner has no pending lawsuits or other open litigation, but as the project owner's operations expand, legal risks may become more significant.
- The project owner's legal regulatory environment may change, potentially making it more difficult for the project owner to conduct its business.

The risks listed above are not the only risk factors affecting the operations of the project owner. Also, other risks and uncertainty factors that the project owner currently does not identify or considers presently irrelevant may have an integral effect on the business operations, business results, and financial standing of the project owner.

## Part D: Information related to the offer of transferable securities and admitted instruments for crowdfunding purposes

(a)	<b>Total amount and type of transferable securities to be offered</b> In this crowdfunding offer a minimum of 4 350 (EUR 400 200,00) and a maximum of 10 870 (EUR 1 000 040,00) new series B shares of the project owner are offered for subscription. The shares entitle their holder to dividend and other shareholders' rights from the moment the shares have been registered to the trade register and have been added to the shareholder register of the project owner. No share certificates will be issued of the shares. In case of insolvency or bankruptcy, claims related to shares may only be paid once all other claims of the project owner have been paid in full. Series B shares have a liquidation preference in certain situations, see part F (a).
(b)	<b>Subscription price</b> The subscription price per share is EUR 92,00. The minimum subscription is 6 shares corresponding to EUR 552,00.
(c)	<b>Whether oversubscriptions are accepted and how they are allocated</b> Oversubscriptions are technically possible on the crowdfunding platform, but the project owner cannot accept more than the originally defined total amount of shares offered. If allocation of the offered shares is necessary, it will be done on a "first come first served" -basis.

(d)	<b>Terms of subscription and payment</b> Investors may submit an offer to subscribe the shares offered on the Invesdor GmbH's crowdfunding platform. To be able to submit an investment offer, the investor needs to be a registered user of the crowdfunding platform. After the subscription period has ended, the project owner needs to accept the investment offers made on the crowdfunding platform. After the acceptance by the project owner, Invesdor GmbH will send a declaration email of the acceptance to the respective investors. The investment contract is concluded when the investor has received the declaration of the acceptance. Thus, a separate written conclusion of the investment contract is not required. The amount to be paid by the respective investor for the subscription needs to be received to the escrow account used in the crowdfunding project latest within 19 calendar days from the date of the acceptance of the investment offer. In addition, the required identification of the investor according to the anti-money laundering legislation needs to be successfully carried out within 19 calendar days from the date of the acceptance of the investment offer. It is also possible for the investors to pay the investment amount and to perform the required identification before the project owner has accepted the investment offers.
(e)	<b>Custody and delivery of transferable securities to investors</b> The project owner's Board of Directors decides on the approval of the share subscriptions. Subscriptions can be accepted in whole, in part, or rejected. Share certificates are not issued of the shares. The project owner is obliged to maintain an up-to-date register of its shareholders and shares. Invesdor does not offer custody of securities. Subscribed new shares may be notified for registration once they have been fully paid for and all other terms of subscription have been met. New shares shall carry shareholder rights once they have been registered and the shares have been entered in the shareholder register and the new shareholder register has been duly approved by the Board of Directors of the project owner. The name and contact details of the issuer can be found above in Part A (a).
(f)	<b>Information relating to the guarantee or collateral by which the investment is secured (where applicable)</b> Not applicable.
(g)	<b>Information relating to a firm commitment to buy back the transferable securities (where applicable)</b> Not applicable.
(h)	<b>Interest rate and maturity information</b> Not applicable.

#### Part E: Information on special purpose vehicles (SPV)

(a)	<b>Is an SPV interposed between the project owner and the investor?</b> No.
(b)	<b>Contact details of the SPV</b> Not applicable.

#### Part F: Investor rights

(a)	<b>Key rights attached to the transferable securities</b> New shares shall carry shareholder rights once they have been registered and the shares have been entered in the shareholder register and the new shareholder register has been duly approved by the Board of Directors of the project owner. The project owner may distribute profits (dividend) once the General Meeting has approved the annual financial statement and decided on the distribution of assets based on proposal of the Board of Directors. Shares have an equal right to dividend, unless otherwise stated in the Articles of Association or in the Shareholders' Agreements. Different share classes may have different right to dividend. Currently the project owner has two series of shares which each have an equal right to dividend, but which differ in terms of distribution of profits in other events (liquidation preference). For more information on the liquidation preference, see below. Shareholders exercise their voting rights at the General Meeting. Currently, the project owner has two series of shares, which have an equal right to vote. One share equals one vote. Shareholders may exercise their right to request information at the General Meeting. On the request of a shareholder, the Board of Directors and the Managing Director shall provide more detailed information on circumstances that may affect the evaluation of a matter dealt with by the meeting. However, the information shall not be provided if this would cause essential harm to the project owner. In case of liquidation of the project owner, shares place last in the ranking of claims compared to all other claims of the project owner, except for other shares of the same series. In case of liquidation, the claims related to shares are only paid once all other claims of the project owner have been paid in full. Shares have an equal right to surplus, if any, unless otherwise stated in the Articles of Association or in the Shareholders' Agreements. Different share classes may have different right to surplus. Currently the project owner has two series of shares. Series B shares have a liquidation preference over series A shares as described below. In addition, series B shares may be converted into series A shares. <b>Liquidation Preference related to series B shares</b> According to the project owner's Articles of Association and Shareholder's Agreement, when distributing assets to shareholders, other than as dividends, and when defining the contribution paid to shareholders in connection with the sale of the project owner shares or in connection with dissolution of the project owner, as defined more in detail in the Shareholder's Agreement, series B shares shall have the first priority to any consideration until they have received per series B share an amount equalling the original subscription price paid for the respective B series share; and thereafter the remaining proceeds shall be divided among all shareholders of the project owner, pro rata to their shareholdings.  The rights attached to the project owner's shares are defined in applicable legislation (such as the Finnish Limited Liability Companies Act), the project owner's Articles of Association and the Shareholders' Agreements. In a share issue, the shareholders have a pre-emptive right to the shares to be issued in proportion to their current shareholdings in the project owner, unless it is otherwise stated in the project owners Articles of Association or in the Shareholders' Agreements or unless otherwise decided by the General Meeting or by the Board of Directors in the issue terms when deciding on the share issue.  <b>The Minority Shareholders' Agreement</b> When investing, the investor must adhere to the project owner's Minority Shareholders' Agreement (dated 06.06.2023), unless the investor is already a party to the project owner's Shareholders' Agreement. The Minority Shareholders' Agreement can be found on the respective crowdfunding project page on Invesdor GmbH's crowdfunding platform. Adhering to the Minority Shareholders' Agreement is a mandatory part of the investment process. In the Minority Shareholders' Agreement, the investor: <ul style="list-style-type: none"> <li>• agrees not to require any certificates for shares;</li> <li>• undertakes not to sell, transfer or otherwise dispose of any shares to any party who has not adhered to the Minority Shareholders' Agreement;</li> <li>• in connection with the project owner's future financing rounds, as long as all existing shareholders are treated fairly and equally, undertakes to vote and act at the General Meetings and issue any necessary shareholder consents in accordance with the instructions received from the Board of Directors of the project owner. Notwithstanding the previously stated, the shareholders are not obligated by the project owner to invest any additional amount or subscribe any shares;</li> <li>• agrees not to pledge or otherwise lodge the shares as security without the prior written consent of the project owner. The same applies to all rights related to the shares;</li> <li>• has an obligation to do all acts necessary, appropriate and recommendable requested by the Board of Directors of the project owner so as to safeguard the completion of an exit as efficiently as possible; and</li> <li>• has Drag Along and Tag Along rights.</li> <li>• Has a Liquidation Preference.</li> </ul>
(b) and (c)	<b>Restrictions to which the transferable securities are subject and restrictions on the transferring of the instruments.</b> The Minority Shareholders' Agreement prohibits the shareholder to sell, transfer or otherwise dispose the shares to any party who has not adhered to the the Minority Shareholders' Agreement. The Minority Shareholders' Agreement and the project owner's Shareholders' Agreement include Drag Along and Tag Along rights. The Minority Shareholders' Agreement also includes obligation to the shareholder, in connection with an exit, to do all acts necessary, appropriate and recommendable requested by the Board of Directors of the project owner so as to safeguard the completion of the exit as efficiently as possible. The Minority Shareholders' Agreement can be found on the respective crowdfunding project page on Invesdor GmbH's crowdfunding platform. The existing Shareholders' Agreements are available only to the parties to the existing Shareholders' Agreements. The Articles of Association of the project owner include a redemption clause which affects to the transferability of the shares. According to the redemption clause, the shareholder and the project owner have a right to redeem shares transferred from a shareholder other than the project owner. A shareholder of the project owner has the primary right of redemption. If several shareholders wish to exercise their redemption right, the shares shall be divided among those wishing to redeem them in pro rata proportion to their shareholdings. If the shares are not equally divided, the remaining shares will be distributed by lot among those wishing to redeem them. The project owner has a redemption right, if none of the shareholders exercises their redemption right. In all other respects, the redemption shall be governed by the provisions of the Finnish Companies Act. The Articles of Association can be found on the respective crowdfunding project page on Invesdor GmbH's crowdfunding platform.

(d)	<p><b>Opportunities for the investor to exit the investment</b></p> <p>The shares do not have a maturity date. Exiting the investment is possible if the investor sells the shares after the crowdfunding project has ended.</p> <p>In addition, the project owner has identified possible exit scenarios as follows:</p> <p><u>1.</u> Trade sale is foreseen to be the best option if the project owner's products fits to potential partner's product portfolio (medical devices). The project owner could be ready for trade sale in 2025 by when international sales have scaled-up similarly as in Finland in 4-5 other countries or the project owner is cashflow positive.</p> <p><u>2.</u> IPO is alternative option. Once the first product has established strong position in the EU and Japan market, annual revenue is at least 5MEUR and the project owner is raising money for new product launch and market entries, IPO in Nordic is a good option to raise additional funds.</p> <p><u>3.</u> PE is a third option and is possible as the project owner is cashflow positive and growing track.</p>
(e)	<p><b>For equity instruments, distribution of capital and voting rights before and after the capital increase resulting from the offer (assuming all the transferable securities will be subscribed)</b></p> <p>The project owner has 34 195 registered shares. The project owner has two series of shares. One share carries one vote. The shares have no par value. The series differ from each other in relation to liquidation preference, see Part F (a).</p> <p>According to the Finnish Limited Liability Companies Act, a company's equity is divided into tied equity capital and unrestricted equity capital. According to the Finnish Limited Liability Companies Act, the reserve for invested unrestricted equity includes that part of the subscription price of the shares which, according to the Articles of Association or the decision to issue shares, is not to be entered in the share capital and which, according to the Finnish Accounting Act, is not to be entered in borrowed capital, as well as any other equity investment which is not entered in any other reserve.</p> <p>The tied equity capital of the project owner is EUR 2 500. According to the latest financial statement, the project owner's reserve for invested unrestricted equity per 31.12.2022 was EUR 2 719 823,82. The subscription prices of the new shares subscribed in this crowdfunding offer will be recorded entirely to the project owner's reserve for invested unrestricted equity. Resulting from the crowdfunding offer and depending how many subscriptions are made, the project owner's reserve for invested unrestricted equity will increase minimum of EUR 400 200,00 and a maximum of EUR 1 000 040,00.</p>

#### Part G: Disclosures related to loans

Not applicable.

#### Part H: Fees, information and legal redress

(a)	<b>Fees and costs incurred by the investor relating to the investment (including administrative costs resulting from the sale of admitted instruments for crowdfunding purposes)</b>				
	<b>Fees, Charges and other Costs</b>	<b>In euros</b>	<b>as percentage of total investment amount</b>	<b>Examples (non-exhaustive)</b>	
	<b>One-off</b>	Entry costs	EUR 0,00	0,00 %	The costs the investor pays when entering the investment. Those costs comprise of costs relating to the investor's subscription (such as notary fees, up-front-loads, and stamp duties), and costs relating to the underlying asset (such as finder's and agent fees, notary fees, real estate and other acquisition taxes).
		Exit costs	EUR 0,00	0,00 %	The costs the investor pays when exiting the investment at maturity (such as finder's and agent fees, notary fees, real estate and other acquisition taxes, winding-down expenses). Selling the shares might lead to capital gains tax, however, the personal tax treatment of each investor will always depend on the investor's individual circumstances.
	<b>Ongoing</b>		EUR 0,00	0,00 %	The project owner might offer dividends during the holding period of the shares, which might lead to capital gains tax. However, the personal tax treatment of each investor will always depend on the investor's individual circumstances.
	<b>Incidental</b>	Performance fees/ Carried interest	EUR 0,00	0,00 %	This includes fees the investor pays to the project owner if certain success parameters are met.
		Other incidental fees	EUR 0,00	0,00 %	This includes finder's fees, refinancing fees and transaction fees (to the extent not already included in the one-off fees).
(b)	<b>Where and how additional information about the crowdfunding project, the project owner can be obtained free of charge</b>				
	Additional information about the crowdfunding project and the project owner can be obtained on the respective crowdfunding project page on Invesdor GmbH's crowdfunding platform.				
(c)	<b>How and to whom the investor may address a complaint about the investment or about the conduct of the project owner or the crowdfunding service provider</b>				
	Complaints about an investment, the conduct of the project owner or the crowdfunding service provider can be made free of charge. The crowdfunding service provider's complaint handling procedure is described in detail on the crowdfunding service provider's website at <a href="http://www.invesdor.com/complaintmanagement/">www.invesdor.com/complaintmanagement/</a> . A standard complaint form can also be downloaded from the website. Complaints can be sent by email to <a href="mailto:service@invesdor.com">service@invesdor.com</a> .				
	The crowdfunding service provider will acknowledge receipt of the complaint within two working days and will inform the investor within ten working days of receipt whether the complaint can be taken into consideration. If the complaint is not accepted, the crowdfunding service provider shall inform the complainant accordingly, stating the reasons. If the complaint is upheld, the process will be completed within twenty working days. In the event of a delay in the response, the crowdfunding service provider will inform the complainant of the status of the complaint within twenty working days, and in any event the crowdfunding service provider will endeavour to resolve all complaints within thirty working days of receipt of the complaint. When acknowledging receipt of the complaint, the crowdfunding service provider shall inform the complainant of the receipt of the complaint and of the responsible departments and persons. In the absence of information relevant to the complaint, the crowdfunding service provider shall request from the complainant any additional information necessary for the proper handling of the complaint. In the final decision, the crowdfunding service provider shall also inform the complainant of the possibility to lodge a complaint with the competent authority or to bring a civil action. Communication of the complaint will be made in writing in electronic form or, in exceptional cases, on paper at the express request of the complainant.				

**Confirmation of the completeness and accuracy of the key investment information sheet (including statement of responsibility)**

Monidor Oy, Elektroniikkatie 3 90590 Oulu, Finland, business ID 2680753-1 (hereinafter "Project Owner") gives the following confirmation regarding the preparation of the key investment information sheet (hereinafter "KIIS") with the offer identifier: LEI529900Z0PUEGTE63XQ200010171.

The Project Owner is responsible for the preparation of the KIIS. The Project Owner hereby expressly confirms that the legal person referred to in Part A (b) is responsible under national law for the information contained in the KIIS referred to above.

The Project Owner confirms that all information contained in the KIIS is, to the best of its knowledge complete, accurate and up to date and that no information has been omitted which would assist investors in considering whether to fund the Crowdfunding Project described in the KIIS and no misleading or inaccurate information has been included in the KIIS. The Project Owner understands that it has an obligation to promptly complete or correct any errors, inaccuracies or omissions in the KIIS.

This confirmation shall be attached to the aforementioned KIIS as Annex A.

**Sijotusta koskevan avaintietoasiakirjan täydellisyyden ja oikeuden vahvistaminen (mukaan lukien vastuulausuma)**

Monidor Oy, Elektroniikkatie 3 90590 Oulu, Suomi, y-tunnus 2680753-1 ("Hankkeen toteuttaja") antaa seuraavan vahvistuksen avaintietoasiakirjan ("KIIS") laatimisesta liittyen rahoituskierrokseen, jonka tunniste on: LEI529900Z0PUEGTE63XQ200010171.

Hankkeen toteuttaja vastaa KIIS:n valmistelusta. Hankkeen toteuttaja vahvistaa täten nimenomaisesti, että A(b) -osiossa tarkoitettu oikeushenkilö on kansallisen lainsäädännön mukaan vastuussa edellä mainitun KIIS:n sisältämistä tiedoista.

Hankkeen toteuttaja vahvistaa, että kaikki KIIS:n sisältämät tiedot ovat sen parhaan tietämyksen mukaan täydellisiä, täsmällisiä ja ajantasaisia, ja että KIIS:stä ei ole jätetty pois tietoja, jotka auttaisivat sijoittajia harkitsemaan, rahoittaisivatko he KIIS:ssä kuvattua joukkorahoitushanketta, eikä KIIS:ään ole sisällytetty mitään harhaanjohtavia tai epätarkkoja tietoja. Hankkeen toteuttaja ymmärtää, että sillä on velvollisuus täydentää tai korjata KIIS:ssä olevat virheet, epätarkkuudet tai puutteet viipymättä.

Tämä ilmoitus liitetään edellä mainittuun KIIS:iin liitteenä A.

**Bestätigung der Vollständigkeit und Richtigkeit des Anlagebasisinformationsblattes (inklusive Erklärung zur Verantwortlichkeit)**

Hiermit bestätigt die Monidor Oy, Elektroniikkatie 3 90590 Oulu, Finnland, business ID 2680753-1 (nachfolgend „Projekträger“) hinsichtlich der Erstellung des Anlagebasisinformationsblattes (nachfolgend „KIIS“) mit der Angebotskennung: LEI529900Z0PUEGTE63XQ200010171 was folgt:

Der Projekträger ist für die Erstellung des KIIS verantwortlich. Der Projekträger bestätigt hiermit ausdrücklich, dass die unter Teil A Buchstabe b) genannte juristische Person nach nationalem Recht für die im vorstehend benannten KIIS enthaltenen Informationen verantwortlich ist.

Der Projekträger bestätigt, dass sämtliche im KIIS enthaltenen Informationen nach seinem Wissen vollständig, richtig und aktuell sind und weder Informationen, welche Anleger bei ihrer Abwägung einer Finanzierung des durch das KIIS beschriebenen Schwarmfinanzierungsprojekts unterstützen, ausgelassen worden sind, noch irreführende oder unrichtige Informationen im KIIS genannt worden sind. Dem Projekträger ist bewusst, dass er verpflichtet ist, etwaige Fehler, Ungenauigkeiten oder Auslassungen im KIIS unverzüglich zu vervollständigen oder zu korrigieren.

Diese Erklärung wird dem vorgenannten KIIS als Anhang A beigelegt.

Place, date /Paikka, päivämäärä / Ort, Datum  
**Oulu, 30.8.2023**

On behalf of the Project Owner / Hankkeen toteuttajan puolesta / Im Namen des Projekträgers

**SAVOLA MIKKO** Digitally signed by SAVOLA  
MIKKO 14149694R  
14149694R Date: 2023.08.30 19:03:04  
+03'00'

**Mikko Savola**  
CEO  
Monidor Oy