

SISUA DIGITAL OY

MINORITY SHAREHOLDERS' AGREEMENT

2022

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SCHEDULES

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1 PARTIES

This **Minority Shareholders' Agreement** ("**Agreement**") is made by and between

- (A) The **Minority Shareholders** having adhered to this Agreement by way of signing adherence agreements substantially in form attached hereto as **Schedule 1** or by committing to this Agreement electronically on Invesdor's platform as a part of the investment process ("**Minority Shareholders**");
 - (B) The **Majority Shareholders** as current or future parties to the Majority Shareholders' Agreement, currently as listed in **Schedule 2**, as updated from time; and
 - (C) **Sisua Digital Oy** (2988076-9), Hämeentie 11, 00530 Helsinki ("**Company**"),
- Minority Shareholders and Majority Shareholders being hereinafter also referred to collectively as "**Shareholders**" and each individually as "**Shareholder**"

Minority Shareholders, Majority Shareholders and Company being hereinafter also referred collectively to as the "**Parties**" and each individually as the "**Party**".

2 BACKGROUND

The Minority Shareholders are aware of the fact that the other Shareholders and the Company may have entered into separate agreement(s) with respect to the ownership and sale of their Shares, the organization and administration of the Company's business operations and the rights and obligations of the parties thereto towards each other.

In addition, in connection with possible future financing rounds of the Company, investors may become parties to such shareholders' agreement(s), and this may require changes to such shareholders' agreement(s) and this Agreement.

This Agreement shall set out the terms and conditions applicable to the ownership of shares in the Company ("**Shares**") by each Minority Shareholder, including the terms regarding limitations on transfers of the Shares.

The Majority Shareholders shall hereby confirm the authority of the Board of Directors of the Company ("**Board**") to accept and sign the Adherence Agreements with the Minority Shareholders on behalf of the Majority Shareholders and the Company.

3 CERTAIN OBLIGATIONS

Each Minority Shareholder

- (i) agrees not to require any certificates for Shares;
- (ii) undertakes not to sell, transfer or otherwise dispose of any Shares to any party who is not a Shareholder or to pledge the Shares or any rights relating thereto as security; or
- (iii) in connection with the Company's future financing rounds, as long as all existing Shareholders are treated fairly and equally, undertakes to vote and act at the general meetings of shareholders and issue any necessary shareholder consents in accordance with the instructions received from the Board. However, the Minority Shareholder shall not have any obligation to invest any additional amount or subscribe any Shares.

Any action to the contrary of the above-mentioned obligations by the Minority Shareholder shall constitute a material breach of this Agreement.

4 EXIT

In connection with a

- (i) transfer of all or substantially all of the Shares;
- (ii) sale of all or substantially all of the assets of the Company;

- (iii) merger reorganization, or consolidation or other transaction in which the shareholders will after the transaction possess less than 50 % of the shares of the surviving entity; or
- (iv) listing of the Shares on any recognized stock exchange,

(any of the above an "Exit") the Minority Shareholder has an obligation to do all acts necessary, appropriate and recommendable requested by the Board so as to safeguard the completion of the Exit as efficiently as possible.

The Minority Shareholder shall, for the completion of an Exit, take all necessary and requested action and support all decisions necessary to consummate the Exit, including without limitation a transfer of his/her Shares.

In an Exit, all Shares of the Shareholders shall be transferred on identical terms and conditions subject to customary exceptions.

The Minority Shareholder shall by adhering to this Agreement irrevocably appoint and authorize a person nominated by the Board to be its agent and attorney to make decisions, sign document and execute necessary transfers on behalf of the Minority Shareholder to consummate the Exit and against the receipt of the consideration payable for the Shares held by the Minority Shareholder to deliver such Shares

Any action to the contrary of the above-mentioned obligations shall constitute a material breach of this Agreement.

5 BREACH OF AGREEMENT

If the Minority Shareholder is in breach of the terms of this Agreement, first the Company and second the other Shareholders, pro rata to their shareholding, shall have a right to purchase the Shares of the breaching Minority Shareholder for a purchase price that is the lower of (i) the original subscription price of such Shares; or (ii) the fair market value of such Shares. The Minority Shareholder in breach is also liable to compensate toward the Company and other Shareholders any and all damage and costs directly caused by such a breach.

The damages will be paid to the other Shareholders in proportion to their respective shareholdings in the Company, or if the other Shareholders so agree, to the Company.

In the situations mentioned in this Section 5, the Minority Shareholder shall not be liable towards the other Shareholders for any indirect, incidental, consequential, special or punitive damage, including, whether in contract, tort, or otherwise, unless caused by wilful conduct or gross negligence.

6 TERM AND TERMINATION

This Agreement will become effective when signed by all Majority Shareholders and for each adhering Minority Shareholder on the date of adherence and shall remain in force and effect with respect to the Minority Shareholder as long as it and at least one other Shareholder own any Shares.

This Agreement will terminate with respect to all Parties on the earliest of

- (i) the Company is listed on a stock exchange;
- (ii) the Company is declared to a bankruptcy; or
- (iii) the Company is wound up or otherwise ceases to exist as a separate entity.

7 ORDER OF PRIORITY

In the event of any discrepancy between this Agreement, the Articles of Association of the Company and governing law, the following priority shall apply (i.e. the document, agreement or source with smaller number shall prevail):

1. Mandatory legislation

2. This Agreement
3. Articles of Association of the Company
4. Non-mandatory legislation

8 AMENDMENTS

No amendment or modification of this Agreement will be valid unless approved in writing by the Company and provided that such amendments are duly notified to all the Minority Shareholders. To the extent an amendment or an adherence agreement amends the rights or obligations of any Minority Shareholders to their detriment, such amendments shall in order to come into force additionally require the consent of all such Minority Shareholders.

9 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Agreement is construed under the laws of Finland.

The Parties shall strive to settle any dispute, controversy or claim arising out of or in connection with this Agreement amicably. In case no settlement can be reached through such consultations within sixty (60) days' time from the date of the dispute then such matter shall be resolved by arbitration in accordance with the arbitration Rules of the Helsinki Chamber of Commerce in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one (1). The seat of the arbitration shall be Helsinki, Finland and the arbitral proceedings shall be conducted in English language.

10 SIGNATURES

This Agreement shall be executed by the Chairman of the Board on behalf of the Company and on behalf of the Majority Shareholders as authorized by them, in one original copy held in trust by the Company.

Each Minority Shareholder has a right to receive a copy of this Agreement.

Majority Shareholders, represented by the chairman of the Board

Peter Barkman

29 / 06 / 2022

Peter Barkman

Sisua Digital Oy, represented by the chairman of the Board.

Peter Barkman

29 / 06 / 2022

Peter Barkman

SCHEDULE 2

MAJORITY SHAREHOLDERS

Ari Makkonen
Asesorias e Inversiones Puerto Varas Limitada
Avicon Oy
Ilari Immonen
Inversiones Nemesio Limitada
Jarno Toivonen
Nemeko Oy
Pekka Raatikainen
Peter Barkman
Prodeko Ventures Oy
Päivö Eilu
Sisua Digital RPA Ky
Star Polar Oy
Tatu Kiviniemi
Timo Kallio
Torri Oy
Tomi Torri
Wallstreet Portfolio Oy