

INVEDOR

EQUITY MINORITY SHAREHOLDERS' AGREEMENT

Wimao Oy

22.4.2024

EQUITY MINORITY SHAREHOLDERS' AGREEMENT

This Equity Minority Shareholders' Agreement ("**Agreement**") is entered into by and between certain shareholders of Wimao Oy (business ID: 2844772-8) ("**Company**") by committing to this Agreement electronically on the Invesdor platform as a part of the investment process or by signing separate accession agreements ("**Minority Shareholder**" and jointly "**Minority Shareholders**").

The Minority Shareholders and other shareholders in the Company are hereinafter referred to collectively as the "**Shareholders**" and individually as a "**Shareholder**".

The Minority Shareholders and the Company are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

1 Background and purpose of the Agreement

The Minority Shareholders have been offered the opportunity to subscribe for Series A shares in the Company (all the shares in the Company hereinafter referred to as the "**Shares**") on the Invesdor platform. In addition, the Company has issued a small number of Series B shares as incentives to executives and employees.

The Minority Shareholders are aware of the fact that the other Series A Shareholders of the Company have entered into a Shareholders' Agreement dated 27 July 2018 (as supplemented by certain subsequent Accession and Investment Agreements) (hereinafter referred to as the "**Majority Shareholders' Agreement**"), and separate Shareholders' Agreements with Series B Shareholders, 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. 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.

2 Certain Obligations

Each Minority Shareholder:

- (a) agrees not to require any certificates for Shares;
- (b) undertakes not to sell, transfer or otherwise dispose of any Shares (i) without the prior written consent of the Board of Directors of the Company as required by its Articles of Association of the Company, and (ii) to any party who has not adhered unconditionally to this Agreement as a Minority Shareholder;
- (c) 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 of Directors of the Company; notwithstanding the previously stated, the Shareholders are not obligated by the Company to invest any additional amount in the Company or subscribe for any additional Shares;

- (d) agrees not to pledge or otherwise lodge the Shares as security without the prior written consent of the Company; the same applies to all rights related to the Shares;
- (e) has an obligation to sell his/her Shares if the Company obliges so, in the event that (i) a bona fide offer from a third party or from an existing Shareholder is received to purchase all the Shares which are then held by all Minority Shareholders and at least sixty per cent (60 %) of such Minority Shareholders agrees on the offer or (ii) all or a majority of the outstanding Series A shares in the Company are agreed, or required under the Majority Shareholders' Agreement, to be sold to a third party or an existing Shareholder subject to and in accordance with the Majority Shareholders' Agreement.

Any action to the contrary of the above-mentioned obligations contained herein shall constitute a substantial breach of this Agreement. The Board of Directors of the Company is entitled to waive the above requirements in writing on a case-by-case basis.

3 Certain Rights

Each Minority Shareholder:

- (a) has a tag along right with the same terms and conditions as described in the Company's majority shareholders' agreements;
- (b) has an anti-dilution protection as follows: (i) in the event that the Company issues new Shares at a price per Share lower than the price per Share paid by the Minority Shareholder in their first investment round, within twelve (12) months from the completion of the said investment round, each Minority Shareholder who has not been offered the possibility to participate in such new issue of Shares at the same lower price per Share has a right to receive additional Shares without consideration, and (ii) the amount of the additional Shares received by each Minority Shareholder shall be calculated to adjust the ownership percentage of the Minority Shareholder to reflect such dilution resulting from the issuance of the new Shares.

Other rights attached to the Shares (such as pre-emptive right and right to dividend) are defined in applicable legislation, the Company's Articles of Association and the shareholders' agreement(s).

4 Exit

In connection with (i) a sale to a third party of all or substantially all of the Shares; (ii) a sale to an existing Shareholder of all or substantially all of the Shares not already held by such Shareholder; (iii) a sale, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company; (iv) merger, reorganization or consolidation or other transaction subsequent to which the Shareholders will, as a result of such transaction, possess less than fifty per cent (50 %) of the shares of the surviving or new entity, (v) listing of the Shares on any recognized stock exchange, or (vi) any sale, transfer, license, disposal, merger, reorganization, consolidation or other transaction substantially similar to any those in (i)–(vi) above that is agreed or made, or required under the Majority Shareholders' Agreement to be agreed or made, subject to and in accordance with the Majority Shareholders' Agreement (each of (i)–(vi) an “**Exit**”), the Minority Shareholder has an obligation to do all acts necessary, appropriate and recommendable requested by the Board of Directors of the Company so as to safeguard the completion of the Exit as efficiently as possible.

The Minority Shareholder recognizes, acknowledges and agrees that for the completion of an Exit he/she shall be obligated to 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 Minority Shareholders and other Shareholders shall be transferred on identical terms and conditions for all such persons holding Shares, subject to customary exceptions.

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

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

5 Term and Termination

This Agreement becomes binding upon the Parties by their signature electronically or otherwise, subject to the due approval by the Company and its other shareholders in accordance with Companies Act and the Majority Shareholders' Agreement.

This Agreement shall terminate with respect to a Minority Shareholder on the date that such Minority Shareholder ceases to own any Shares in the Company. This Agreement will terminate with respect to the Company when this Agreement has expired with respect to all Minority Shareholders. In addition, (i) this Agreement will terminate with respect to all Parties upon completion of a listing of the Shares, and (ii) if a Party commits a material

breach of this Agreement and fails to remedy the breach within 14 days after written notice of the breach, any of the other Parties may terminate this Agreement with immediate effect with respect to the Party in breach.

6 Applicable Law and Dispute Resolution

This Agreement shall be governed by Finnish law.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish or, if a Party involved in the arbitration is not a Finnish entity or national, English, provided that evidence may always be submitted either in Finnish or English.

7 Confidentiality

No Party shall disclose any trade secrets or other confidential information of the other Parties, the Company and their subsidiaries, affiliated companies, customers and contract partners. The confidentiality obligations of a Party shall continue in force also after the termination of this Agreement, until the information has become public through no default of that Party, but in no event longer than (i) five years following the termination of this Agreement with respect to that Party, or (ii) any longer period of time agreed with a customer or other contract partner of the Company or its subsidiary or affiliated company.

This Agreement shall not limit any disclosure or information requirements under applicable laws or court or administrative orders, nor shall it prevent parties to the Majority Shareholders' Agreement from disclosing information to potential buyers of Shares against written confidentiality undertakings given by such buyers.

8 Amendments

No Party 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 and/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.

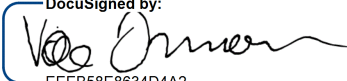
New Minority Shareholders can adhere and become Parties to this Agreement by signing an adherence agreement. Such adherence will not require the counter signature of any other Party than the Company's (based on a decision of the Board of Directors of the Company) in order to become effective in relation to all Parties.

This Agreement has been executed in one (1) original counterpart, which is held in trust by the Company. Each Minority Shareholder has the right to receive a copy hereof.

Place: Lappeenranta

Date: 29/4/2024 | 16:51 CST

Wimao Oy

DocuSigned by:

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Ville Immonen

CEO