

[BORROWER] OY**TERM SHEET – CONVERTIBLE CAPITAL LOANS**

This term sheet (the “**Term Sheet**”) summarizes the principal terms of the contemplated investment by [Lead Investor] and Finnish Industry Investment Ltd in the form of convertible capital loans in [Borrower] Oy. The terms set forth in this Term Sheet are subject to modification, and this Term Sheet is qualified in its entirety by the final transaction documents (the “**Transaction Documents**”). This Term Sheet does not constitute any legally binding obligations for any party, save for the sections titled “*Costs*” and “*Governing Law and Disputes*”.

Parties	<p>[Lead Investor], business ID [●] [(acting by its general partner [●], business ID [●])] (the “Lead Investor”);</p> <p>Finnish Industry Investment Ltd, business ID 1007806-3 (“Tesi”); and</p> <p>[Borrower] Oy, business ID [●] (the “Borrower”),</p> <p>(the Lead Investor, Tesi and potentially lenders of other corresponding loans jointly the “Lenders” and each individually a “Lender”; the Lenders and the Borrower jointly the “Parties” and each individually a “Party”).</p>
Background	<p>The Parties will generally enter into a joint capital loan agreement where terms applicable to other Lenders shall be no more favourable to the Lender than the terms applicable to Tesi.</p> <p>[In connection with the granting of the Tesi Loan and the Lead Investor Loan (both as defined below), Tesi and the Lead Investor (or as applicable, its general partner or management company) will enter into a co-investment agreement (the “Co-Investment Agreement”) pursuant to which Tesi will grant a revocable power of attorney entitling the Lead Investor (or as applicable, its general partner or management company) to exercise rights of Tesi as a shareholder.]¹</p>
Loan Amounts	<p>Tesi shall grant a loan of EUR [●] (the “Tesi Loan”).</p> <p>The Lead Investor shall grant a loan in the amount equalling or exceeding the Tesi Loan (the “Lead Investor Loan” and jointly with the Tesi Loan and potentially other corresponding loans the “Loans” and each individually a “Loan”) (save where otherwise agreed with Tesi).</p>
Purpose of the Loans; Use of Proceeds	<p>The purpose of the Loans shall be to secure liquidity of², and to provide working capital for the Borrower.</p>

¹ Remove if not applicable.

² A capital loan strengthens the balance sheet of a Finnish company in accordance with the Companies Act. Where the Borrower abides by the IFRS, payments of interest and repayments of the Loan should be made only at the discretion of the board of directors of the Borrower. In such case, the terms should be evaluated in more detail.

	The Loans shall not be used for refinancing purposes or distributions to the shareholders.
Ranking; No Security	<p>The Loans shall be capital loans within the meaning of Chapter 12 of the Finnish Limited Liability Companies Act (the “Act”). Accordingly, in the event of winding up (in Finnish: <i>selvitystila</i>), bankruptcy (in Finnish: <i>konkurssi</i>) or restructuring (in Finnish: <i>yrittysaneeraus</i>) of the Borrower, the Loans shall be subordinated to the claims of any other creditor of the Borrower provided that the Loans shall rank <i>pari passu</i> to each other and to any other capital loans within the meaning of Chapter 12 of the Act.</p> <p>The Loans shall constitute unsecured obligations of the Borrower.</p>
Conditions Precedent	<p>The drawdown of the Tesi Loan shall be conditional upon the delivery of the following documents to Tesi:</p> <ul style="list-style-type: none"> (i) copies of the relevant corporate resolutions by the Borrower approving the Loans and the Transaction Documents; (ii) signed joint Loan agreement of the Lenders³; (iii) signed undertakings by all shareholders of the Borrower to make required resolutions to execute the conversion of the Loan (see below under “<i>Conversion</i>”); and (iv) signed adherence / amendment agreement to the shareholders’ agreement regarding the Borrower (the “SHA”) (see below under “<i>Shareholders’ Agreement</i>”).
Interest; Capitalization	<p>The outstanding balance of a Loan shall accrue interest at the rate of [10.0]% per annum.</p> <p>Accrued interests shall, subject to the Act, be capitalized to the balance of the Loan annually on each 31 December after the drawdown of the Loan.</p>
Maturity, Repayment and Early Repayment	<p>The Loan (together with interests thereon) shall fall due after [36] months as from the date of the Loan agreement (the “Maturity Date”).</p> <p>On the Maturity Date, unless the Loan is converted as provided below under “<i>Conversion</i>”, the Borrower shall, subject to, and to the extent allowed by the Act, repay each Loan (together with accrued interest thereon) together with a Repayment Premium (as defined below) , provided that the</p>

³ Where a Lead Investor has already granted a loan to the Borrower, such loan could be restated in this Loan agreement (or alternatively Parties could enter into separate loan agreements)

same proportion of each Loan (that is not converted) shall be so repaid.

Before the Maturity Date, the Borrower may, subject to the Act, elect to repay the Loans (together with accrued interest thereon) in full together with a Repayment Premium, provided that each Loan shall be so repaid.

Upon the exit (as described in the SHA) (being trade sale or listing of the shares in the Borrower) or any other transaction as a result of which the shareholders of the Borrower (that are the shareholders immediately prior to such transaction) possess less than 50% of the shares in the Borrower (or any surviving or new entity) (the “**Change of Control Event**”), the Borrower shall, if so requested by any Lender but subject to, and to the extent allowed by the Act, repay the Loan (together with accrued interest thereon) of such Lender together with a Repayment Premium, provided that if more than one Loan is required to be repaid the same proportion of each such Loan shall be so repaid.

“**Repayment Premium**” means a premium equal to 100% of the of the original amount of the relevant Loan less all capitalized and accrued interests thereon until the Maturity Date (i.e. the payable premium shall include the capitalized and accrued interest until the Maturity Date). Interest accrued after the Maturity Date shall not be deducted from the Repayment Premium.

Conversion

For the purposes of the Loans:

- (i) “**Qualified Investment Round**” means issue of shares or equity securities by the Borrower:
 - (a) where the total proceeds (excluding, for the avoidance of doubt, the Loans) to the Borrower equal or exceed the aggregate amount of the Loans; and
 - (b) where the investment in the Borrower is led by a third party professional investor (such as a venture capital fund) that invests at least 30% of the amount set forth under (a) above; and
- (ii) “**Previous Round Value**” means EUR [●]¹⁴ per share (i.e. the subscription price used in the issue of shares or equity securities by the Borrower (other than to its employees as a part of incentive schemes) preceding to the Loans.

The Loans (together with accrued interests) shall be fully converted in the shares of the Borrower’s share class having the most preferential rights (whether existing or newly created class of shares) in the following situations:

⁴ To be completed based on valuation of the previous financing round.

	<p>(i) upon a Qualified Investment Round at the valuation of the Borrower (determined based on the subscription price of the shares (and/or equity securities, as applicable) otherwise issued by the Borrower) used in connection with the Qualified Investment Round with a [20]% discount thereto;</p> <p>(ii) upon issue of shares or equity securities (other than to the employees of the Borrower as a part of the incentive schemes approved by the board of directors of the Borrower) by the Borrower where such issue does not qualify as a Qualified Investment Round, if the majority of the Lenders (based on the amounts of the Loans) (the “Lender Majority”) decide upon the conversion, at the valuation used in connection with such issue with a [20]% discount thereto;</p> <p>(iii) immediately prior to a Change of Control Event (to the extent the Loans are not repaid at the request by the Lenders as provided above):</p> <p>(a) at the Previous Round Value with a [20]% discount thereto; or</p> <p>(b) at the equity value of the Borrower upon the Change of Control Event (determined based on the payable purchase price of the shares (and/or equity securities, as applicable) or similar) with a [20]% discount thereto,</p> <p>whichever is more favourable to the Lenders; or</p> <p>(iv) after the Maturity Date or an Event of Default (as defined below), at the discretion of each Lender separately, at the Previous Round Value with a [20]% discount thereto.</p> <p>For the avoidance of doubt, where the Loans have fallen due and repayable, but cannot be repaid due to the Act, the conversion rights of the Lenders shall remain valid and effective, and accordingly, the Lenders may exercise their conversion rights later on.</p>
Distributions	Unless approved by the Lender Majority, the Borrower shall not make any distributions (dividends or otherwise) to its shareholders.
Transferability	The Loans shall be transferable by the Lenders as set forth in the SHA.
Representations and Warranties	The Borrower shall give the Lenders standard representation and warranties.

<p>Default and Acceleration</p>	<p>The Loans (together with accrued interests) shall fall immediately repayable, subject to, and to the extent allowed by the Act, provided that the same proportion of each Loan shall be so repaid, in the event of (each an “Event of Default”):</p> <ul style="list-style-type: none"> (i) material breach of the Transaction Documents by the Borrower which, if capable of remedy, has not been remedied without delay after notified thereof; and/or (ii) material breach of the shareholders of the Borrower of the Transaction Documents which, if capable of remedy, has not been remedied without delay after notified thereof; and/or (iii) initiation of winding up (in Finnish: <i>selvitystila</i>), bankruptcy (in Finnish: <i>konkurssi</i>) or restructuring (in Finnish: <i>yrittysaneeraus</i>) of the Borrower, <p>provided that:</p> <ul style="list-style-type: none"> (a) the outstanding balance of a Loan shall thereafter accrue default interest at the rate of [8.0]% per annum above the interest rate referred to under “<i>Interest</i>” above (and other terms thereof shall apply to the default interest); and (b) the repayment shall be made together with a premium equalling 100% of the original principal of the Loan. <p>The above shall not prevent the Lenders from enforcing other rights or remedies they may have against the Borrower or the shareholders of the Borrower (including a right to claim damages).</p>
<p>No Preferential Treatment</p>	<p>No other capital loan shall include terms more favourable to the lender than the terms of the Tesi Loan without prior consent of Tesi.</p>
<p>Shareholders’ Agreement</p>	<p>Tesi will adhere to the SHA of the Borrower. The adherence / amendment agreement to the SHA shall provide:</p> <ul style="list-style-type: none"> (i) that as of the conversion of the Tesi Loan, Tesi will have the same rights as the other shareholders holding shares of the same class (in the capacity of an “Investor” as provided in the SHA), and Tesi’s rights will be proportional to its share of ownership; (ii) that where the SHA would be amended prior to the conversion of the Tesi Loan, Tesi shall be treated as if the Tesi Loan had been converted in the shares of the Borrower’s share class

	<p>having the most preferential rights at the Previous Round Value with a [20]% discount thereto;</p> <p>(iii) that Tesi shall have pre-emptive investment right in connection with issuances of shares and/or equity securities by the Borrower (pro rata to its fully diluted ownership of shares);</p> <p>(iv) that instruments held by Tesi in the Borrower (whether the Tesi Loan or shares) and any rights and obligations pertaining thereto shall be transferable (without any transfer restrictions whatsoever) to any other entity controlled by the Finnish State;</p> <p>(v) that Tesi will have certain customary information rights (including a right to receive certain information relating to environmental, social and governance matters and other non-financial information and a right to nominate an observer to the board of directors);</p> <p>(vi) [explicit acknowledgement of the existence of the Co-Investment Agreement (notwithstanding any “entire agreement” provisions in the SHA);]⁵</p> <p>(vii) that Tesi shall be entitled to disclose on its website or otherwise the name and logo of the Borrower, the amount of investment by Tesi in the Borrower and the size of the Borrower’s financing round(s) in which Tesi has participated; and</p> <p>(viii) that Tesi shall cease to be a party to the SHA if the Tesi Loan is fully repaid (provided that Tesi does not otherwise hold shares).</p> <p>For the avoidance of doubt, Tesi shall have the rights under items (ii) to (vii) regardless of whether the conversion of the Tesi Loan has taken place.</p> <p>[It is expected that Tesi will not use its right to appoint a board observer where a Co-Investment Agreement is in force.]⁶</p>
Process	<p>Without delay following the signing of this Term Sheet, the Borrower shall provide Tesi with sufficient access to enable Tesi to carry out due diligence reviews, including legal, financial and customer due diligence (“know your client”) review, to the satisfaction of Tesi before signing of the Transaction Documents.</p> <p>Tesi or the Lead Investor will provide drafts of the Transaction Documents, tentatively being:</p>

⁵ Remove if not applicable.

⁶ Remove if not applicable.

	<ul style="list-style-type: none">(i) Loan agreements;(ii) undertaking by all shareholders of the Borrower to make required resolutions to execute the conversion of the Loans; and(iii) agreement providing for Tesi's adherence to the SHA. <p>The Transaction Documents are intended to be signed at the latest on [●] 202[●].</p>
Costs	<p>The Parties shall be responsible for their own costs incurred in connection with preparation of the Loans, provided that the Borrower shall reimburse costs for up to EUR [●] (+VAT) incurred by Tesi (including, without limitation, due diligence expenses) if (i) the agreement regarding Tesi Loan is signed or (ii) if the Tesi Loan is aborted due to the Borrower having omitted material information or given misleading information. In addition, where the Transaction Documents deviate materially from the Tesi's template documentation due to the Borrower's capital structure or other circumstances, the Borrower shall reimburse cost incurred in connection with negotiations and amending the Transaction Documents as agreed separately between the Borrower and Tesi.</p>
Governing Law and Disputes	<p>The Loan shall be governed by Finnish law. Any disputes shall be referred to arbitration.</p> <p>This Term Sheet shall be governed by Finnish law. Any disputes shall be referred to arbitration in accordance with the Rules of Finland Chamber of Commerce. The seat of arbitration shall be in Helsinki.</p>

[Signatures on the following page]

The Parties have signed this Term Sheet on [date].

This Term Sheet may be executed in any number of counterparts. A delivery of a pdf copy of the signature page corresponds to the delivery of the original.

[LEAD INVESTOR]
[(acting by its general partner [•])]

**FINNISH INDUSTRY INVESTMENT
LTD**

Name:
Title:

Name:
Title:

[BORROWER] OY

Name:
Title:

Name:
Title:

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