DETAILS OF THE OFFER AND ADMISSION TO TRADING

The term "subscription" refers in the following to the investor's offer or commitment to subscribe for or purchase the Offer Shares (as defined below) in the Offering (as defined below). In the Public Offering and the Personnel Offering (both as defined below), only New Shares (as defined below) maybe allocated to investors , whereas in the Institutional Offering (as defined below) either New Shares or Sale Shares (as defined below) can be allocated to investors. Correspondingly, the terms "subscriber", "subscription period", "subscription place", "subscription price", "purchase offer" and "commitment" (and other corresponding terms) refer to both the Share Issue (as defined below) and the Share Sale (as defined below) regarding the Institutional Offering and only the Share Issue regarding the Public Offering and the Personnel Offering.

General Terms and Conditions of the Offering

Offering

T-Drill Plc, a public limited liability company incorporated in Finland (the "**Company**"), aims to raise gross proceeds of approximately EUR 10.0 million through a share issue by offering new shares in the Company (the "**New Shares**") for subscription (the "**Share Issue**"). The Company will issue preliminarily a maximum of 1,467,366 New Shares, assuming that a maximum of 32,520 New Shares would be subscribed for in the Personnel Offering (as defined below). In addition, Oy Leinolat Ab (hereinafter also referred to as the "**Principal Shareholder**") and the other current shareholders listed in Annex A to this Translation (together with the Principal Shareholder, the "**Sellers**") will offer for purchase preliminarily in total a maximum of up to 7,320,644 shares in the Company (the "**Sale Shares**") (the "**Share Sale**", and together with the Share Issue, the "**Offering**"). Unless the context indicates otherwise, the New Shares (including the Personnel Shares (as defined below)) and the Sale Shares are together referred to herein as the "**Offer Shares"**. Only New Shares are offered in the Public Offering (as defined below) and Offer Shares (i.e. New Shares and Sale Shares) in the Institutional Offering for a subscription price of EUR 6.83 per Offer Share (the "**Subscription Price**").

As at the date of this Translation, the Company has two series of shares, series A shares and series J Shares. The Company's A and J share series will be combined on a 1:1 ratio, conditional upon the Listing, in connection with the possible application for the Company's shares to be admitted to trading on First North, but in any event prior to the Company's shares being admitted to trading. After the combination, the Company's shares will not be divided into series of shares, and the Offer Shares offered in the Offering are such non-series shares. The term Offer Shares refers to the Company's shares after the combination of the series of shares.

The number of Offer Shares is preliminarily a maximum of 8,788,010 Offer Shares, assuming that the preliminary maximum number of New Shares would be subscribed for in the Share Issue, that a maximum of 32,520 New Shares would be subscribed for in the Personnel Offering (as defined below) and that the Sellers sell the maximum number of Sale Shares. The Offer Shares represent preliminarily a maximum of approximately 32.5 percent of all the shares in the Company and votes vested by them after the Share Issue, assuming that the Sellers will sell the maximum amount of Sale Shares and that the Company will issue 1,467,366 New Shares.

The Offering consists of (i) a public offering to private individuals and entities in Finland, Norway, Sweden and Denmark (the "**Public Offering**"), (ii) an institutional offering to institutional investors in Finland and, in accordance with applicable laws, through private placement arrangements internationally outside the United States (the "**Institutional Offering**") and (iii) a personnel offering to the Company's Personnel (as defined below) (the "**Personnel Offering**"). Only New Shares are offered and allocated to investors in the Public Offering and the Personnel Offering. Sale Shares are only offered and allocated in the Institutional Offering.

The Offer Shares will be offered in the Institutional Offering to institutional investors outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") ("**Regulation S**"), and otherwise in compliance with said regulation. The Company's shares (including the Offer Shares) have not been, and will not be, registered under the U.S. Securities Act, or under the securities laws of any state

of the United States and, accordingly, will not be offered or sold, directly or indirectly, in or into the United States (as defined in Regulation S).

The terms and conditions of the Offering comprise the general terms and conditions of the Offering as well as the special terms and conditions of the Public Offering, Institutional Offering and Personnel Offering.

Share Issue

The Company's shareholders unanimously authorized the Company's Board of Directors on 11 October 2026 to decide on an issue of a maximum of 2,500,000 New Shares. Based on this authorization, the Company's Board of Directors is expected to resolve to issue the New Shares on or about 4 December 2026. With the Share Issue, the Company aims to raise gross proceeds of approximately EUR 10.0 million by offering New Shares for subscription.

The Company will issue preliminarily a maximum of 1,467,366 New Shares, and as a result of the Share Issue, the number of the Company's shares may increase preliminarily to a maximum of 27,067,366 shares of the Company, assuming that all of the New Shares offered in the Share Issue are subscribed for in full. The New Shares to be issued in the Share Issue would preliminarily represent approximately a maximum of 5.4 percent of the Company's shares and votes vested by the Shares after the Share Issue if all of the New Shares preliminarily offered in the Share Issue are subscribed for in full. The preliminary maximum number of the New Shares represents approximately 5.7 percent of the Company's shares prior to the Share Issue.

The New Shares are being offered in deviation from the shareholders' pre-emptive subscription right in order to admit the Company's shares to trading on Nasdaq First North Growth Market Finland trading venue ("**First North**"), a trading venue maintained by Nasdaq Helsinki Ltd (the "**Listing**"). The payment made to the Company for the approved New Share subscriptions will be booked in its entirety in the invested unrestricted equity fund, and therefore the Company's share capital will not increase in connection with the Share Issue.

Share Sale

The Sellers will offer for purchase preliminarily a maximum of 7,320,644 Sale Shares in the Share Sale. The Sale Shares represent approximately 27.0 percent of the Company's shares and votes vested by them after the Share Issue, assuming that the Sellers will sell the maximum number of Sale Shares and that the Company will issue 1,467,366 New Shares.

Procedure in Undersubscription Situations

If the Offering is not subscribed for in full and the Offering is nevertheless completed, the subscriptions made in the Public Offering and the Personnel Offering would be allocated in aggregate to the New Shares. Subscriptions made in the Institutional Offering would first be allocated to the remaining New Shares, and, thereafter, to the Sale Shares. In such case, the number of Sale Shares sold by each Seller would be reduced on a pro rata basis according to the number of Sale Shares initially offered for purchase by such Seller. The subscription situation in the Institutional Offering will not affect the approval of subscriptions made in the Public Offering and the Personnel Offering, nor will it affect the number of New Shares to be allocated in those offerings.

Financial Adviser, Sole Global Coordinator and Subscription Place

UB Corporate Finance Ltd acts as the Company's financial adviser and certified adviser (the "**Financial Adviser**"). UB Asset Management Ltd acts as the sole global coordinator of the Offering (the "**Sole Global Coordinator**"). In addition, the Company has appointed Evli Plc to act as a subscription place in the Public Offering and the Personnel Offering in Finland, and Nordnet Bank AB to act as a subscription place in the Public Offering in Norway, Sweden and Denmark.

Subscription Period

The subscription period for the Public Offering will commence on 23 November 2026 at 10:00 a.m. (Finnish time) and is expected to end on 2 December 2026 at 4:00 p.m. (Finnish time).

The subscription period for the Institutional Offering will commence on 23 November 2026 at 10:00 a.m. (Finnish time) and is expected to end on 4 December 2026 at 12:00 p.m. (Finnish time).

The subscription period for the Personnel Offering will commence on 23 November 2026 at 10:00 a.m. (Finnish time) and is expected to end on 27 November 2026 at 4:00 p.m. (Finnish time).

The Company's Board of Directors and the Principal Shareholder have, in the event of an oversubscription, the right to discontinue the subscription period of the Public Offering to end at the earliest on 30 November 2026 at 4:00 p.m. (Finnish time). In addition, the Company's Board of Directors and the Principal Shareholder may, at their sole discretion, decide to discontinue the subscription period of the Institutional Offering to end at the earliest on 2 December 2026 at 12:00. The subscription periods of the Public Offering and Institutional Offering may be discontinued or not discontinued independently of one another. A company announcement regarding the decision on discontinuation will be published without delay after the subscription period has been discontinued.

The Company's Board of Directors and the Principal Shareholder have the right to extend the subscription periods of the Public, Institutional and Personnel Offerings. A possible extension of the subscription period will be communicated through a company announcement, which will indicate the new end date of the subscription period. The subscription periods of the Public, Institutional and Personnel Offerings will in any case end on 11 December 2026 at 12:00 p.m. (Finnish time) at the latest. The subscription periods of the Public, Institutional and Personnel Offerings can be extended independently of one another. A company announcement concerning the extension of a subscription period must be published no later than on the estimated final dates of the subscription periods for the Public, Institutional or Personnel Offerings stated above. All times referred to in this document are Finnish time.

Subscription Price

The Offer Shares are offered in the Public Offering and Institutional Offering for a Subscription Price of EUR 6.83 per Offer Share.

The subscription price per share in the Personnel Offering (the "**Subscription Price of the Personnel Offering**") is 10.0 percent lower than the Subscription Price, i.e. the Subscription Price of the Personnel Offering is EUR 6.15 per Personnel Share (as defined below).

The Subscription Price may be changed during the subscription period, however so that in the Public Offering the Subscription Price will be no more than the original Subscription Price of EUR 6.83 per Offer Share and in the Personnel Offering the Subscription Price will be no more than the original Subscription Price of the Personnel Offering. Any change would be communicated through a company announcement and on the Company's website at t-drill.com/fi/ and on the websites of the subscription places of the Public Offering and the Personnel Offering. If the Subscription Price is changed, the Finnish language prospectus published by the Company in connection with the Offering (the "**Finnish Prospectus**") will be supplemented and the supplement will be published through a company announcement. If the Finnish Prospectus is supplemented, investors who have given their Commitments (as defined below) before the supplement of the Finnish Prospectus has been published have the right to cancel their Commitments as described below under "- *Cancellation of Commitments*".

Conditionality, Execution and Publishing of the Offering

The Company's Board of Directors and the Principal Shareholder, after consulting the Sole Global Coordinator, decide together on the execution of the Offering, the final number of Offer Shares, and the allocation of Offer Shares on or about 4 December 2026 (the "**Completion Decision**"). The above information will be published through a company announcement after the Completion Decision on the same day and will be available on the Company's website at t-drill.com/fi/ and on the website of the subscription place of the Public Offering and the Personnel Offering at www.evli.com/en/t-drill-ipo. The execution of the Offering is conditional upon resulting in a number of subscriptions for the Offer Shares satisfactory to the Company and the Sole Global Coordinator. The execution of the Offering is also conditional upon the signing of the Placing Agreement.

Cancellation of Commitments

A commitment to subscribe for New Shares in the Public Offering or to subscribe for Personnel Shares (as defined below) in the Personnel Offering (a "**Commitment**") cannot be amended, unless otherwise stated below under "*Special Terms and Conditions Concerning the Public Offering – Places of Subscription and Submission of Commitments – Norway,*

Sweden and Denmark". A Commitment may only be cancelled in the situations provided for in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the "**Prospectus Regulation**"), unless otherwise stated in the aforementioned section.

Cancellation in Accordance with the Prospectus Regulation

If the Finnish Prospectus is supplemented in accordance with the Prospectus Regulation due to significant new factors, material mistakes or material inaccuracies relating to the information contained in the Finnish Prospectus which may affect the assessment of the Offer Shares and which arise or are discovered after the Finnish Prospectus has been approved but before the end of the subscription period, investors who have given a Commitment before the supplement is published shall, in accordance with the Prospectus Regulation, have the right to withdraw their Commitments within three (3) business days after the supplement of the Finnish Prospectus has been published. Any possible cancellation of a Commitment must concern the total number of shares covered by the Commitment given by an individual investor. If the Finnish Prospectus is supplemented, the supplement will be published through a company announcement. The company announcement will also include information on the right of the investors to cancel their Commitment in accordance with the Prospectus Regulation.

Procedure to Cancel a Commitment

The cancellation of a Commitment must be notified within the time limit set for such cancellation by sending a written cancellation request by e-mail to operations@evli.com or by delivering the cancellation to Evli's office. A Commitment submitted through Nordnet may be cancelled via the app or online service by confirming a separate cancellation of the Commitment using Nordnet login credentials.

A cancellation of a Commitment applies to the entire Commitment. After the time limit set for cancellation has expired, the cancellation right is no longer valid. If the Commitment is cancelled, the subscription place refunds the sum paid for the Offer Shares to the bank account which was used when paying the Commitment. The payment is refunded as soon as possible after the cancellation, approximately within five (5) banking days of serving the subscription place with the cancellation notice. If an investor's bank account is in a different bank than the place of subscription, the refund will be paid to the investor's Finnish bank account in accordance with the payment schedule of the financial institutions, approximately no later than two (2) banking days thereafter. No interest will be paid on the refunded amount.

For Nordnet's Norwegian, Swedish and Danish customers, no payment is charged when a Commitment is submitted. Accordingly, cancellation of a Commitment does not give rise to any funds to be refunded, and no payment will be charged in respect of a cancelled Commitment.

Entry of Offer Shares into Accounts

Investors who have submitted a Commitment must have a book-entry account or another investment account suitable for subscribing in the Offering with a Finnish account operator or an account operator operating in Finland, and investors must specify the details of their account in their Commitments. Subscriptions to a Finnish equity savings account are not possible. The New Shares allocated in the Public Offering and Personnel Offering are recorded in the accounts of investors who have made an approved Commitment on or about the third banking day after the Completion Decision, on or about 9 December 2026. In the Institutional Offering, investors should contact the Sole Global Coordinator with respect to the book-entry accounts. In the Institutional Offering, the allocated Sale Shares will be ready to be delivered against payment on or about 11 December 2026 through Euroclear Nordics. To the extent that New Shares to be issued in the Share Issue are allocated to investors in the Institutional Offering, they will be entered into the investors' accounts on or about 9 December 2026.

Title and Shareholder Rights

The title to the Offer Shares will be transferred when the Offer Shares are paid for, the New Shares are registered in the trade register maintained by the Finnish Patent and Registration Office and the Offer Shares are recorded in the investor's account. Offer Shares carry rights equal as all other of the Company's shares, and they will entitle their holders to dividends and other distributions of funds (including the distribution of funds in the event of insolvency of the Company) as well as other rights related to the Company's shares when the title has been transferred.

Transfer Tax and Other Expenses

Transfer tax will not be levied in connection with the issuance or subscription of the New Shares in Finland and the subscription place will not charge a separate transaction fee for the subscription. Account operators charge fees in accordance with their price lists for the maintenance of the book-entry account and for safekeeping of the Company's shares. The Sale Shares are being sold when trading in the Shares commences on First North, and no transfer tax is expected to be payable for these transfers in Finland. Should transfer tax be levied, the Sellers will pay the transfer tax levied on the sale of their Sale Shares.

Trading in the Company's shares

Before the Offering, the Company's shares have not been subject to trading on a regulated market or multilateral trading facility. The Company intends to submit a listing application to admit the Company's shares to trading on First North. Trading in the Company's shares on First North is expected to commence on or about 9 December 2026. The trading code of the Company's shares is TDRILL and the ISIN code is FI4000625561.

Right to Cancel the Offering

The Company's Board of Directors and the Principal Shareholder have the right to cancel the Offering at any time before the Completion Decision is made on the grounds of, for example, the market conditions, the Company's financial position or a material change in the Company's business. If the Offering is cancelled, the subscription price paid by the investors will be refunded in approximately five (5) banking days from the cancellation decision. If an investor's bank account is in a different bank than the place of subscription, the refund will be paid to a Finnish bank account in accordance with the payment schedule of the financial institutions, approximately no later than two (2) banking days thereafter. No interest will be paid on the refunded amount. For Nordnet's customers in Norway, Sweden and Denmark, no payment is charged when a Commitment is submitted. Accordingly, cancellation of a Commitment does not give rise to any funds to be refunded, and no payment will be charged in respect of a cancelled Commitment.

Lock-up

The Company is expected to commit, without the prior written consent of the Sole Global Coordinator, during the period that will end 12 months after the Listing, not to offer, sell, agree to sell, pledge, grant as security, grant any option to purchase, effect any short sale, or otherwise directly or indirectly transfer or dispose of any of the Company's shares or any securities that are exchangeable for or convertible into the Company's shares, or enter into any swap, hedging or other agreement or arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Company's shares, whether any such arrangement is to be settled by delivery of the Company's shares or other securities, in cash or otherwise, or publicly announce an intention to effect any of the foregoing.

The lock-up does not apply to the measures related to the execution of the Offering.

The members of the Board of Directors of the Company and the members of the management team of the Company are expected, with certain customary exceptions, to enter into a lock-up agreement similar to that of the Company, which will end 12 months after the Listing.

The current shareholders other than the Principal Shareholder listed in Annex A to this Translation have agreed, with certain customary exceptions, to comply with a lock-up agreement similar to that of the Company, under which up to 10 percent of the Company's shares subject to the lock-up may be transferred from the date on which the Listing is completed, up to a total of 50 percent 12 months after the Listing, up to a total of 90 percent 24 months after the Listing, and 100 percent 36 months after the Listing.

The Principal Shareholder has agreed, with certain customary exceptions, to comply with a lock-up agreement similar to that of the Company, ending 12 months after the Listing. Notwithstanding the lock-up, the Principal Shareholder may sell the Company's shares subject to the purchase option granted to Ahlström Invest B.V. ("**Ahlström**") to Ahlström in accordance with the terms and conditions of the purchase option.

The terms of the lock-up agreements apply to approximately 66.6 percent of the Company's shares after the Offering, assuming that the management team does not participate in the Personnel Offering, the Sellers will sell the maximum

number of Sale Shares and that the Company will issue 1,467,366 New Shares. The terms of the lock-up agreements also apply to the shares which are subject to the purchase option, however, these shares are exempt from these terms to the extent that Ahlström exercises the purchase option.

Other Matters

The Board of Directors of the Company will decide on other issues and practical matters related to the Share Issue. The Company and the Sellers, together with the Sole Global Coordinator, will decide on other issues and practical matters relating to the Share Sale.

Documents on Display

The Company's latest financial statements, management report and the auditor's report as well as the other documents pursuant to Chapter 5, section 21 of the Finnish Limited Liability Companies Act (624/2006, as amended), are available during the subscription period at the Company's offices at Ampujantie 32, 66400 Laihia, Finland.

Applicable Law

The Offering shall be governed by the laws of Finland. Any disputes arising in connection with the Offering shall be settled by a court of competent jurisdiction in Finland.

Special Terms and Conditions Concerning the Public Offering

General

Preliminarily a maximum of 732,064 New Shares are offered in the Public Offering to private individuals and entities in Finland and to Nordnet's customers in Norway, Sweden and Denmark. Sale Shares are not offered in the Public Offering. Depending on the demand, the Company and the Principal Shareholder may together reallocate Offer Shares between the Public Offering, Institutional Offering and Personnel Offering in deviation from the preliminary number of shares, such that only New Shares are offered and allocated in the Public Offering and the Personnel Offering. If the commitments made in the Public Offering or the Personnel Offering do not cover the number of New Shares initially offered therein, the unsubscribed portion of the New Shares may be transferred to the Institutional Offering. However, the minimum number of New Shares offered in the Public Offering shall be 439,238 New Shares or, if the total number of New Shares covered by the commitments submitted in the Public Offering is lower, the total number of New Shares covered by such commitments.

The subscription place has the right to reject a Commitment, either partially or wholly, if the Commitment does not comply with the terms and conditions herein or if it is otherwise incomplete.

Right to Participate and the Minimum and Maximum Amounts for Commitments

New Shares will be offered in the Public Offering to investors whose domicile is in Finland, Norway, Sweden or Denmark and who submit their Commitments in Finland, Norway, Sweden or Denmark. Entities submitting a Commitment must have a valid legal entity identifier code ("**LEI code**"). Commitments in the Public Offering must be no less than 100 Offer Shares and no more than 14,999 New Shares. If an investor provides more than one Commitment in the Public Offering, the Commitments will be combined into one Commitment, which will be subject to the abovementioned maximum limit. However, Commitments given by the same investor in both the Public Offering and in the Personnel Offering will not be combined.

Places of Subscription and Submission of Commitments

Finland

The place of subscription in the Public Offering is Evli's web service at www.evli.com/en/t-drill-ipo.

In Evli's web service, the subscription can be made through the online banking credentials of Aktia, Danske Bank, Nordea, Oma Säästöpankki, Osuuspankki, POP Pankki, S-Pankki, Säästöpankki and Ålandsbanken. The Commitment can also be made on behalf of a corporation. The Subscription must be paid at the time of subscription.

A Subscription cannot be made to a Finnish equity savings account.

In addition, when separately agreed, the commitment can be made at Evli's office at Aleksanterinkatu 19, 00100 Helsinki, on weekdays between 9 a.m. and 4 p.m. If an investor wishes to subscribe at an Evli office, the investor must schedule an appointment in advance. The appointment must be made no later than the next business day following the start of the subscription period. Appointments can be made by email at operations@evli.com. Investors must verify their identity when making a subscription. A person making a subscription on behalf of a legal entity must also provide proof of authority to do so. The subscription must be paid immediately in accordance with the instructions provided on the subscription form.

Estates of a deceased person or persons under guardianship, cannot submit the subscription commitment through Evli's online service, but instead they have to submit the Commitment at Evli's office mentioned above.

Commitments by or on behalf of persons under the age of 18, or otherwise under guardianship, must be made by their legal guardians and may require the consent of the local guardianship authority in Finland. A guardian may not subscribe for New Shares without the consent of the local guardianship authority, as the New Shares are not yet subject to trading on First North at the time the Commitment is given.

A Commitment is considered to have been made when the investor has submitted a signed commitment form to the place of subscription in accordance with instructions of the place of subscription or when the investor has confirmed the Commitment with bank identifiers in accordance with the instructions of the place of subscription and paid for the subscription concerned by the Commitment. A Commitment submitted as a web subscription is deemed to have been made when the investor has made the Commitment in accordance with the terms and conditions of the web subscription or has confirmed the Commitment with his or her bank identifiers and paid the subscription payment in accordance with the Commitment. Any more detailed instructions issued by the place of subscription must be taken into consideration when submitting a Commitment.

Norway, Sweden and Denmark

The subscription place for the Public Offering for Nordnet's customers is:

- Nordnet's online service at www.nordnet.no/tdrill, www.nordnet.se/tdrill and www.nordnet.dk/tdrill. Submitting a subscription requires the investor to have Nordnet login credentials. An investor may amend or cancel their Commitment via Nordnet's app or online service until the subscription period for the Public Offering ends or is discontinued. A Commitment may also be submitted on behalf of a legal entity via Nordnet's app or online service.

Further information on the subscription procedure is available at www.nordnet.no, www.nordnet.se and www.nordnet.dk.

A Commitment is deemed to have been submitted when the investor has delivered a signed commitment form to the subscription place in accordance with its instructions or confirmed their Commitment using banking credentials in accordance with the subscription place's instructions, and, in addition:

In Norway, Sweden and Denmark, the investor's Nordnet account has sufficient funds to cover the subscription pursuant to the Commitment, as described under "*Payment of the New Shares*".

Any further instructions issued by the subscription place must be taken into account when submitting a Commitment.

Commitments may only be cancelled in the manner and situations referred to under section "– *General Terms and Conditions of the Offering – Cancellation of Commitments*" above and in Norway, Sweden and Denmark. However, a Nordnet customer may also amend or cancel their Commitment until the subscription period of the Public Offering ends or is discontinued.

Payment of the New Shares

Finland

Payment for the New Shares shall be made upon submission of the Commitment in the amount of the Subscription Price (i.e., EUR 6.83 per New Share) multiplied by the number of New Shares specified in the Commitment. Payment of the Subscription Price must be made from a Finnish bank account held in the name of the subscribing investor. If the Subscription Price is reduced, the new Subscription Price shall apply to Commitments made thereafter.

Norway, Sweden and Denmark

No payment will be debited when the Commitment is submitted. To retain their right to allocation, investors must ensure that their account with Nordnet has sufficient funds to cover the subscription pursuant to the Commitment from the earliest possible closing time of the subscription period for the Public Offering, 30 November 2026 at 4:00 p.m., until the payment is debited, which will occur no later than the settlement date, 9 December 2026. An amount in euros equal to the number of New Shares allocated to the investor multiplied by the final Subscription Price will be debited from the investor's account following allocation, expected to take place on 4 December 2026, and in any event no later than the settlement date.

Approval of Commitments and Allocation

The Company's Board of Directors and the Principal Shareholder will decide together on the allocation of the offered New Shares in the Public Offering to investors after the Completion Decision. Only New Shares are allocated to investors in the Public Offering. The Company's Board of Directors and the Principal Shareholder will decide on the procedure to be followed in the event of an oversubscription. Commitments may be approved or rejected in whole or in part. In the event of an oversubscription, the Company aims to approve the Commitments in whole up to a limit to be decided at a later stage and, insofar as this amount is exceeded, the aim is to allocate New Shares in proportion to the amount of Commitments unmet. The demand or subscription situation in the Institutional Offering will not affect the amount of approved subscriptions made in the Public Offering.

Confirmations regarding the approval of the Commitments and the allocation of New Shares will be sent to all investors who have participated in the Public Offering as soon as possible and at the latest on or about 4 December 2026. Nordnet's own customers can see their Commitments and the New Shares allocated to them on the event page of Nordnet's online service. The commitment is binding regardless of whether a confirmation notice is issued or received.

Refunding of Paid Amounts

Finland

If the Commitment is rejected or only partially approved and/or if the Subscription Price is changed and the new Subscription Price is lower than the price paid at the time of submitting the Commitment, the excess amount paid will be refunded to the bank account of the party that made the Commitment on or about the fifth (5th) banking day after the Completion Decision, i.e. on or about 11 December 2026. If an investor's bank account is in a different bank than the place of subscription, the refund will be paid to a bank account in accordance with the payment schedule of the financial institutions, approximately no later than two (2) banking days thereafter. If Commitments submitted by the same investor have been combined, any refund will be paid to the same bank account from which the subscription payment was made. No interest will be paid on the refunded amount. See also "- *General Terms and Conditions of the Offering - Cancellation of Commitments - Procedure to Cancel a Commitment*" above.

Norway, Sweden and Denmark

In Norway, Sweden and Denmark, the maximum amount payable under the Commitment will not be debited in advance when the Commitment is submitted. Instead, following pricing and no later than the settlement date, the investor's account will be debited only with the total amount payable for the New Shares allocated to the investor at the final Subscription Price. Accordingly, no refunds will be made if the Commitment is rejected or accepted only in part, or if the final Subscription Price is lower than the initial Subscription Price.

Entry of New Shares into Accounts

Investors submitting a Commitment in the Public Offering must have a book-entry account or another investment account suitable for subscribing for shares in the Offering with a Finnish account operator or an account operator operating in

Finland and must specify the details of their account in their Commitment.Subscriptions to a Finnish equity savings account are not possible. The New Shares allocated in the Public Offering will be recorded in the accounts of investors who have made an approved Commitment on or about the third banking day after the Completion Decision, i.e. on or about 9 December 2026.

Special Terms and Conditions Concerning the Institutional Offering

General

Preliminarily a maximum of 8,023,426 Offer Shares are being offered in the Institutional Offering to institutional investors in Finland and, in accordance with the applicable laws, through private placement arrangements internationally outside the United States on the terms and conditions set forth herein. Depending on the demand, the Company and the Principal Shareholder may reallocate Offer Shares between the Public Offering, Institutional Offering and Personnel Offering in deviation from the preliminary number of shares, such that only New Shares are offered and allocated in the Public Offering and the Personnel Offering. The New Shares which were not subscribed for in the Public Offering and the Personnel Offering may be reallocated to the Institutional Offering. However, the minimum number of New Shares offered in the Public Offering shall be 439,238 New Shares or, if the total number of New Shares covered by the commitments submitted in the Public Offering is lower, the total number of New Shares covered by such commitments.

The Offer Shares will be offered in the Institutional Offering to institutional investors outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act and otherwise in compliance with said regulation. The Company's shares (including the Offer Shares) have not been, and will not be, registered under the U.S. Securities Act or under the securities laws of any state of the United States and, accordingly, will not be offered or sold, directly or indirectly, in or into the United States (as defined in Regulation S). For more information on restrictions concerning the offering of the Offer Shares, see "*Important Information*" in the Translation.

The Sole Global Coordinator has the right to reject a purchase offer of an institutional investor in the Institutional Offering (a "**Purchase Offer**"), either partially or wholly, if it does not comply with the terms and conditions herein or if it is otherwise incomplete.

Right to Participate and Place of Subscription

An investor, whose Purchase Offer is at least 15,000 Offer Shares, may participate in the Institutional Offering. Entities submitting a Purchase Offer must have a valid LEI code.

The Purchase Offers of institutional investors will be received by the Sole Global Coordinator of the Offering.

Approval of Purchase Offers and Allocation

The Company's Board of Directors and the Principal Shareholder will decide together on the acceptance of Purchase Offers submitted in the Institutional Offering after the Completion Decision. The Company's Board of Directors and the Principal Shareholder will decide on the procedure to be followed in the event of an oversubscription. Purchase Offers may be approved or rejected in whole or in part. A confirmation of the approved Purchase Offers in the Institutional Offering will be provided as soon as practicable after the allocation.

Payment of Offer Shares

Institutional investors must pay for the Offer Shares corresponding to their accepted Purchase Offer in accordance with the instructions issued by the Sole Global Coordinator on or about 11 December 2026. If necessary in connection with a Purchase Offer being made or before the approval of a Purchase Offer, the Sole Global Coordinator has the right, in accordance with the duty of care applicable to securities intermediaries, to require that the investor provide information concerning its ability to pay for the Offer Shares corresponding to its Purchase Offer or require that the payment for the Offer Shares concerned by the Purchase Offer be made in advance. The amount to be paid in this case is the Subscription Price (i.e. EUR 6.83 per Offer Share) multiplied by the number of Offer Shares covered by the Purchase Offer. If the Subscription Price is changed, the new Subscription Price will be applied to the Purchase Offers submitted thereafter. Possible refunds will be made on or about the tenth (10th) banking day following the Completion Decision, i.e. on or about 18 December 2026. No interest will be paid on the refunded amount.

Subscription Undertakings

Ahlström Invest B.V., Danske Invest Fund Management Ltd, Ilmarinen Mutual Pension Insurance Company, LocalTapiola Growth Equity LP, OP-Finland Small Cap Fund managed by OP Fund Management Company Ltd, certain funds managed by Sp-Fund Management Company Ltd, and UB Asset Management Ltd on behalf and for the account of its investor clients (a "**Cornerstone Investor**" or together, the "**Cornerstone Investors**") have each individually given subscription undertakings on 13 November 2026 and 16 November 2026, under which the Cornerstone Investors have committed to purchase and subscribe for Offer Shares amounting to approximately EUR 40.0 million in total in the Offering, assuming that the maximum valuation of all shares at the Subscription Price before any proceeds from the Share Issue does not exceed EUR 175.0 million. According to the terms and conditions of the subscription undertakings, the Cornerstone Investors will be guaranteed the number of Offer Shares covered by the subscription undertakings. The Cornerstone Investors have given subscription undertakings as follows:

- Ahlström Invest B.V. EUR 15.0 million; and
- Other Cornerstone Investors, EUR 25.0 million in aggregate.

The subscription undertakings of the Cornerstone Investors represent approximately 66.7 percent of the Offer Shares, assuming that the Sellers will sell the maximum amount of Sale Shares and that the Company will issue 1,467,366 New Shares.

In addition, in connection with the subscription undertaking issued by Ahlström on 16 November 2026, Ahlström and the Principal Shareholder have agreed on an arrangement, conditional upon the completion of the Offering, under which Ahlström has the right, but not the obligation, to acquire the Company's shares owned by the Principal Shareholder for a total purchase price not exceeding EUR 25.0 million ("**Purchase Option**") from the Principal Shareholder, and the Principal Shareholder undertakes to sell to Ahlström the Shares in accordance with the Purchase Option. The Purchase Option remains exercisable for ten working days following the Company's publication of its interim report for the period ending 30 June 2027. If Ahlström is unable to exercise the Purchase Option during the aforementioned period due to insider trading regulations, the right to exercise the Purchase Option shall continue such that Ahlström shall have the right to exercise the Purchase Option within five business days after the restriction based on insider trading regulations has ceased. The same applies if regulations concerning management transactions and the closed window period prevent the exercise of the Purchase Option during the aforementioned period. Ahlström and the Principal Shareholder shall endeavor to execute the transaction under the Purchase Option through a broker as a stock exchange trade.

The value of the Company used as the basis for calculating the per-share purchase price of the Company's shares to be acquired pursuant to the Purchase Option is determined as follows: (the Company's EBIT for the second half of the financial year 2026 (H2 2026) + the Company's EBIT for the first half of the financial year 2027 (H1 2027)) × 8.25. The purchase price per share is calculated by dividing the value of the Company determined in this manner by the number of shares in the Company in issue. The maximum number of Shares in the Company that may be purchased pursuant to the Purchase Option is calculated by dividing EUR 25.0 million by the purchase price per share calculated using the aforementioned formula. The Purchase Option may be exercised in whole or in part. Based on the Purchase Option, however, shares may be acquired only to the extent that the ownership interest of the Principal Shareholder in **all** of the Company's shares following the exercise of the Purchase Option is at least 50.1 percent. The Purchase Option applies to existing shares owned by the Principal Shareholder and does not form part of the Offering.

Special Terms and Conditions Concerning the Personnel Offering

General

Preliminarily a maximum of 32,520 New Shares ("**Personnel Shares**") are being offered for subscription in the Personnel Offering to such full- and part-time employees of the Company in Finland who are in a permanent or fixed-term employment relationship at the start of the subscription period, as well as the members of the Board of Directors and the management team of the Company in Finland (the "**Personnel**"). Only New Shares are offered and allocated in the Personnel Offering

Depending on the demand, the Company's Board of Directors and the Principal Shareholder may reallocate Offer Shares between the Public Offering, Institutional Offering and Personnel Offering in deviation from the preliminary number of shares, such that only New Shares are offered and allocated in the Public Offering and the Personnel Offering. The New Shares which were not subscribed for in the Personnel Offering may be reallocated to the Public Offering and the Institutional Offering. Notwithstanding the foregoing, the minimum number of offered New Shares to be offered in the Public Offering will be 439,238 New Shares or, if the aggregate number of New Shares covered by the Commitments submitted in the Public Offering is smaller than this, such aggregate number of New Shares as covered by the Commitments submitted in the Public Offering.

Right to Participate in the Personnel Offering

The Personnel have the right to participate in the Personnel Offering. However, the Sellers have waived their right to participate in the Personnel Offering, even if they were Personnel entitled to participate. The right to participate in the Personnel Offering is personal and non-transferable. Personnel participating in the Personnel Offering may also participate in the Public Offering if they wish, subject to its applicable terms.

A Commitment given in the Personnel Offering must concern a minimum of 100 Personnel Shares and a maximum of 3,000 Personnel Shares.

Subscription Price of the Personnel Offering and the Allocation of Personnel Shares

The Subscription Price of the Personnel Offering is 10.0 percent lower than the Subscription Price of the Public Offering (i.e. EUR 6.15 per Personnel Share) (the "**Subscription Price of the Personnel Offering**").

The Company's Board of Directors will decide on the allocation in the Personnel Offering after the Completion Decision. Only Personnel shares will be allocated to investors in the Personnel Offering, which are New Shares. The Company's Board of Directors will decide on the procedure to be followed in the event of an oversubscription. Commitments may be approved or rejected in whole or in part. In the event of an oversubscription, the Company's Board of Directors aims to approve the Commitments in whole up to a limit to be decided at a later stage and, insofar as this amount is exceeded, the aim is to allocate Personnel Shares in proportion to the amount of unmet Commitments. The subscription situation in the Institutional Offering does not affect the commitments accepted in the Personnel Offering.

Places of Subscription and Submission of Commitments

The subscription place in the Personnel Offering is Evli. In the Personnel Offering, Commitments will be submitted and payments will be made by the persons entitled to participate in accordance with separate instructions. Any more detailed instructions issued by the subscription place must be followed when submitting a Commitment.

A Commitment will be considered to have been made when the investor has submitted a signed commitment form to the place of subscription in accordance with instructions of the place of subscription or has confirmed the Commitment with bank codes and paid the subscription payment for the Company's shares in accordance with the Commitment and has undertaken to comply with the lock-up provided for in these terms and conditions. Any more detailed instructions issued by the place of subscription must be observed when submitting a Commitment. A Commitment given in the Personnel Offering is binding and cannot be amended and may only be cancelled in the manner and situations referred to under section "- *General Terms and Conditions of the Offering - Cancellation of Commitments*" above.

The subscription place and the Company have the right to reject a Commitment, either partially or wholly, if the Commitment does not comply with the terms and conditions herein or if it is otherwise incomplete.

Refunding of Paid Amounts

If a Commitment is rejected or only partially approved and/or if the Subscription Price and the Subscription Price of the Personnel Offering are changed and the new Subscription Price of the Personnel Offering is lower than the price paid in connection with the Commitment, the amount paid, or part thereof, will be refunded to the bank account of the party that made the Commitment on or about the fifth (5th) banking day after the Completion Decision, i.e. on or about 11 December 2026. If an investor's bank account is in a different bank than the place of subscription, the refund will be paid to the investor's bank account in accordance with the payment schedule of the financial institutions, approximately no later than

two (2) banking days thereafter. If Commitments submitted by the same eligible person have been combined, any refund will be paid to the bank account from which the subscription payment was made. No interest will be paid on the refunded amount. See also "- *General Terms and Conditions of the Offering - Cancellation of Commitments - Procedure to Cancel a Commitment*" above.

Entry of Personnel Shares into Book-entry Accounts

Parties submitting Commitments in the Personnel Offering in Finland must have a book-entry account with a Finnish account operator or with an account operator operating in Finland, and the party must specify the details of its book-entry account in its Commitment. Subscriptions to Finnish equity savings accounts are not possible. Personnel Shares allocated and paid for in the Personnel Offering will be entered into the investors' book-entry accounts on or about 9 December 2026.

Plan of Distribution of the Offering

Placing Agreement

The Company, the Sellers and the Sole Global Coordinator are expected to enter into the Placing Agreement on or about 4 December 2026. In the Placing Agreement, the Company undertakes to issue Offer Shares to subscribers acquired by the Sole Global Coordinator, and the Sellers undertake to sell Sale Shares to purchasers acquired by the Sole Global Coordinator.

The Placing Agreement will include customary conditions that entitle the Sole Global Coordinator to terminate the Placing Agreement in certain situations and with certain preconditions. Such situations include certain material adverse changes in the Company's business, financial position, results of operations or the Company's future prospects, as well as certain changes in, among others, national or international markets or political or economic conditions. Furthermore, the Company has given customary representations and warranties to the Sole Global Coordinator related to, among others, its business and compliance with laws and regulations, the Company's shares and the content of this Translation and the Sellers have provided standard warranties regarding, among other things, the Company's shares they own. Under the Placing Agreement, the Company has undertaken, among other things, to indemnify the Sole Global Coordinator for certain costs and to reimburse the Sole Global Coordinator for costs it has incurred in connection with the Offering.

Fees and Expenses

The Company will pay the Sole Global Coordinator a sales fee calculated on the basis of the gross proceeds from the New Shares and the Sale Shares. In addition, the Company has undertaken to reimburse the Sole Global Coordinator for certain expenses.

In connection with the Offering, the Company expects to pay approximately EUR 1.4 million in fees and expenses, assuming that the Company will receive approximately EUR 10.0 million in gross proceeds. The Company will not charge investors any fees or other charges for submitting a Commitment or subscribing for Offer Shares.

Interests Related to the Offering

The fees to be paid to the Sole Global Coordinator are, in part, linked to the gross proceeds from the Offering.

The Sole Global Coordinator may purchase and sell the Company's shares for its own or its customers' account in connection with the Offering, subject to applicable legislation and regulations.

The Sole Global Coordinator and other entities in the same group have provided and may in the future provide investment or other services in accordance with their ordinary business to the Company.

The Sellers will sell Sale Shares in the Offering. Additional information about the Sellers is provided in the annex to this Translation (Annex A).

Dilution

As a result of issuing the New Shares offered in the Offering, the number of the Company's shares may increase preliminarily to a maximum of 27,067,366 shares of the Company, assuming that all of the New Shares offered in the Share Issue are subscribed for in full. If the Company's existing shareholders do not subscribe for the Offer Shares in the Share Issue and do not offer Sale Shares for sale, the total ownership of the existing shareholders would be diluted by 5.4 percent.

The Company's equity per Company's share as of 31 December 2025 was EUR 0.36[17]. The Subscription Price for the Offer Shares is EUR 6.83 per Offer Share.

Information to Distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments (as amended, "**MiFID II**"); (b) Articles 9 and 10 of the Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Offer Shares have been subject to a product approval process, which has determined that the Offer Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II (the "**Target Market Assessment**"); and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II. Notwithstanding the Target Market Assessment, distributors should note that: the price of the Offer Shares may decline and investors could lose all or part of their investment; the Offer Shares offer no guaranteed income and no capital protection; and an investment in the Offer Shares is compatible only with investors who do not need a guaranteed income or capital protection and who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. Conversely, an investment in the Offer Shares is not suitable for investors who seek full capital protection or full repayment of their invested capital, or who have no risk tolerance, nor for investors who require a fully guaranteed return or a completely predictable return profile. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Offering.

The Target Market Assessment does not constitute (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, obtain, or take any other action concerning the Offer Shares. Each distributor is responsible for its own Target Market Assessment in respect of the Offer Shares and for determining the appropriate distribution channels.

[17] On 11 October 2026, the Company's shareholders unanimously resolved on a share issue without consideration (share split), in which 24,999 new Series A and Series J shares were issued for each existing Series A and Series J share of the Company. The figures presented herein take the share split into account.