

## Q1-2019 - SUBSCRIPTION AGREEMENT

### 1 Parties

1.1 Medicortex Finland Oy, a corporation duly organized and validly existing under the laws of Finland with its business identity code 2625992-6 (the “**Company**”) focuses on research and development of pharma products and diagnostic kits.

1.2 Name: \_\_\_\_\_,  
a citizen of \_\_\_\_\_, with the personal identity code  
\_\_\_\_\_ (the “**Subscriber**”)

### 2 Recitals

The Company is authorized to issue to the Subscriber the Shares, which shall have the rights, preferences, privileges and restrictions set forth in this Agreement and the Articles of Association of the Company (the “**Transaction Documents**”).

The Subscriber has agreed to subscribe the Shares subject to the terms and conditions set forth herein (the “**Subscription**”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and representations herein contained, the Subscriber and the Company hereby agree as follows:

### 3 Issuance and Subscription of the Shares

On the Closing Date, subject to the terms and conditions and in reliance on the representations, warranties and covenants set forth in the Transaction Documents, the Company shall resolve on a directed share issue (the “**Share Issue**”) in which the Shares shall be issued to the Subscriber.

On the Closing Date, subject to the terms and conditions and in reliance on the representations, warranties and covenants set forth in the Transaction Documents, the Subscriber shall subscribe

\_\_\_\_\_ × a package of 1000 new shares (**5000 euro** per package)

\_\_\_\_\_ × 5000 € = \_\_\_\_\_ **euro** (“**Total Subscription Price**”)

At current valuation of 7.5 M€ euro the price per one share is 5.00 euro.

The parties acknowledge that the Company has notified that the investment in question involves high risks. The Company is based on limited liability and no other liabilities exist to cover possible losses. No covenants will be given for the investment. Subscriber is responsible for any company/personal tax events in connection with the Subscription.

#### 4 **Closing**

Subject to the terms and conditions of this Agreement, the closing of the Subscription shall occur after the Company's resolution on the Share Issue, remotely via the exchange of documents and signatures and the transfer of funds, or at such other time or place as the Subscriber and the Company may mutually agree to in writing (the "**Closing**" and the date reference herein shall be known as the "**Closing Date**").

At the Closing, the Company shall deliver to the Subscriber a copy of the documents verifying the Share Issue and the Subscriber shall deliver to the Company the Total Subscription Price via wire transfer or such other method of payment as the Subscriber and the Company mutually agree. After the Total Subscription Price is received by the Company, the Company shall enter the Subscription in the Company's Share and Shareholder Register. If requested, Company shall deliver to the Subscriber a copy of Company's Share Register verified by the Managing Director's signature evidencing the Shares subscribed by the Subscriber.

#### 5 **Representations and Warranties of the Company**

The Company represents and warrants to the Subscriber as of the date hereof and as of the Closing that:

- a) the Company is a corporation duly incorporated and validly existing under the laws of Finland;
- b) the Company has the requisite corporate power and corporate authority under the laws of Finland to allow it to execute, deliver and perform this Agreement and to consummate the Share Issue;
- c) the Shares, when issued and subscribed by the Subscriber in accordance with the terms and for the consideration expressed in this Agreement, shall have been duly and validly issued in compliance with all applicable laws;
- d) The Annual Accounts 2018 and the audited Financial statement per 31 December 2017 of the Company are true and complete, and accurately reflect the assets, liabilities and business operation of the Company, and have been prepared in conformity with applicable generally accepted accounting principles in Finland and applicable laws and have been prepared from and in accordance with the books and records of the Company.

## **6 Miscellaneous**

### **6.1 Governing Law**

This Agreement shall be construed and the rights of the parties hereunder shall be governed by the laws of Finland.

### **6.2 Dispute Resolution**

Any dispute, controversy or claim arising out of this Agreement shall be finally settled by one (1) arbitrator nominated by Turku Chamber of Commerce in Finland. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Turku, Finland.

### **6.3 Counterparts**

This Agreement may be executed in counterparts and each counterpart shall be deemed to be an original and which counterparts when taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purpose.

### **6.4 Confidentiality**

Except as required by law, each party agrees that it will not disclose the existence and terms of this Agreement and any other Transaction Documents with any person other than the party's officers, directors or managers, shareholders, members or partners, existing advisors, accountants or attorneys, in each case only on the need-to-know basis, without the prior written consent of the other party.

### **6.5 Expenses**

Both Parties shall bear its own costs and expenses in connection with the Subscription.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Subscriber and the Company have caused this Agreement to be executed by their respective duly authorized representatives in two (2) identical counterparts, one (1) for each party.

Turku, \_\_\_\_\_ / \_\_\_\_\_ / 2019

MEDICORTEX FINLAND OY

\_\_\_\_\_  
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\_\_\_\_\_  
By: \_\_\_\_\_

Address: \_\_\_\_\_,

\_\_\_\_\_

Tel: \_\_\_\_\_

E-mail: \_\_\_\_\_

**For a new Shareholder:** Please supply a photocopy of your official ID-card or passport as an attachment to this Subscription Agreement.

**Money to be transferred in full:**

Nordea bank  
Mannerheimintie 7  
00100 Helsinki  
Finland

**IBAN: FI51 1745 3000 1814 97**

**BIC: NDEAFIHH**

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