

Q1-2023 - SUBSCRIPTION AGREEMENT

Valid until further notice

1 Parties

1.1 Medicortex Finland Oyj (Plc), 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;

and,

1.2 Name: _____

Date of birth (dd/mm/yyyy): _____

Citizen of *: _____

Personal identity code*: _____

(the entirety above will be later called “**Subscriber**”)

* Domicile and Corporate registration code in case a company or organization is subscribing. In addition, a document proving the signatory of the entity is needed (such as excerpt from the national trade registry).

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:

_____ × new shares of the Company (min. **3,000** shares) × **0.74 €** =
 _____ **euro** (min. **2,220 €**, “**Total Subscription Price**”)

The price per share is 0.74 euro and the valuation of the Company is about 15.5 million euro based on the total number of about 21 million shares.

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 electronic Share and Shareholder Register through an issuer’s agent as described below. Upon request, Company shall deliver to the Subscriber an excerpt of Company’s Share Register verified by the Managing Director’s signature evidencing the Shares subscribed by the Subscriber.

5 Affiliation of the Shares in the Electronic Securities System

The Extraordinary General Meeting of Medicortex Finland Oyj decided on 14 January 2022 on affiliation of Company’s shares into the electronic book-entry securities system. The Board of Directors decided the registration period to end on 29 April 2022, after which Company’s shares have been in the format of electronic securities and the shareholder register is centrally maintained by Euroclear Finland Oy.

The new Shares subscribed shall be registered in the Trade Register and the book-entry system. The Subscriber requests the Shares to be entered into their book-entry account, the details of which are provided below:

For Finnish residents:

Safekeeping account number (APKE format, 35 characters in length):

 (For example: APKE00000000000000220000000123456789)

Custody bank name: _____

For non-Finnish residents:

Please make sure that your custody bank **accepts funding instruments** of non-listed Finnish companies. If the bank accepts such instruments for safekeeping, please fill in the information below:

Your safekeeping account number (in the bank/country-specific format):

Custody bank name: _____

In addition, custody bank's **SSI** (standard settlement instructions) and **contact e-mail** are needed. Banks typically provide this information as a separate file. Please e-mail the instruction page to Medicortex with this Subscription Agreement.

By signing and returning this Subscription Agreement, the Subscriber authorizes Medicortex Finland Oyj to apply for the exchange of the Shares into book-entries, apply for the registration of the shares in the Subscriber's book-entry account (details above) and to execute any and all actions required to register the shares in co-operation with an issuer agent nominated by the Company. Please note: There may be some delay until the Shares appear in the Subscriber's book-entry account as the Company will register several new Subscriptions in tranches at reasonable intervals of a few months.

6 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; and
- d) The Annual Accounts 2022 and the audited financial statement per 31 December 2021 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.

7 Miscellaneous

7.1 Governing Law

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

7.2 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.

7.3 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.

7.4 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.

7.5 Expenses

Both parties shall bear their own costs and expenses in connection with the Subscription.

7.6 Contact Details

The shareholders shall inform their custody bank about any changes in their contact details. In order to receive e-mail distribution updates without delay about the events in the Company, the Company also encourages shareholders to inform the Company about changes in their contact details and changes in ownership.

[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, _____ / _____ / _____

MEDICORTEX FINLAND OYJ

By: Adrian Harel

Title: CEO

Address: Itäinen Pitkätatu 4,

20520 Turku, Finland

Tel: +358 (0) 400488817

E-mail: adrian.harel@medicortex.fi

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. E-mail: adrian.harel@medicortex.fi

Money to be transferred in full:

Nordea bank
Mannerheimintie 7
00100 Helsinki
Finland

IBAN: FI51 1745 3000 1814 97

BIC/SWIFT: NDEAFIHH

Medicortex Finland Oyj
Itäinen Pitkätatu 4 B, 4th floor
FI-20520 Turku, Finland

<p>The subscription price has to be paid in full to the company's bank account within 14 days from the subscription date.</p>
