

TERMS AND CONDITIONS OF THE TENDER OFFER

Object of the Tender Offer

Resilience Investment Holdings Ltd (the “**Offeror**”) and Tecnotree Corporation (“**Tecnotree**” or the “**Company**”) have on January 27, 2026, entered into a combination agreement (the “**Combination Agreement**”) pursuant to which the Offeror hereby makes a voluntary recommended public all-cash tender offer to purchase all issued and outstanding shares (the “**Shares**”), all the issued fully paid compulsory convertible debentures (the “**CCDs**”) all the given warrants originally received by each CCD holder (the “**Warrants**”) and all the issued and outstanding options (the “**Options**,” and, together with the CCDs and Warrants, the “**Equity Securities**”) in Tecnotree that are not held by Tecnotree or any of its subsidiaries in accordance with Chapter 11 of the Finnish Securities Markets Act (746/2012, as amended, the “**Finnish Securities Markets Act**”) subject to the terms and conditions set forth herein (the “**Tender Offer**”).

Offer Prices

The price offered for each Share validly tendered in the Tender Offer is EUR 5.70 in cash (the “**Share Offer Price**”), the price offered for each CCD validly tendered in the Tender Offer is EUR 145,823.10 in cash (the “**CCD Offer Price**”), the price offered for Warrants validly tendered in the Tender Offer is EUR 100 in cash for each 100,000 Warrants (the “**Warrant Offer Price**”) and the price offered for each 20 Options validly tendered in the Tender Offer is EUR 0.01 in cash (the “**Option Offer Price**,” and together with the Share Offer Price, the CCD Offer Price and the Warrant Offer Price, the “**Offer Prices**”), each subject to any adjustments.

The Share Offer Price has been determined based on 17,016,693 outstanding Shares (*i.e.*, excluding treasury shares). The CCD Offer Price has been determined based on 231 CCDs. The Warrant Offer Price has been determined based on 23,100,000 Warrants given and outstanding. The Option Offer Price has been determined based on 18,153,850 outstanding Options.

Should the Company, other than through (i) the conversion of the CCDs, or (ii) the exercise of the Warrants or the Options, change the number outstanding Shares and/or Equity Securities that are issued and outstanding on the date of the Combination Agreement as a result of a new share or equity issue, reclassification, stock split (including a reverse split), amendment of terms and conditions, or any other similar transaction or action with dilutive effect (each, an “**Affecting Measure**”), or should the Company distribute a dividend or otherwise distribute funds or any other assets to its shareholders or pay interest (except for the interest on the CCDs) or make any other payment to the holders of Equity Securities, or if a record or payment date with respect to any of the foregoing occurs prior to the completion of the Tender Offer, the Offer Prices payable by the Offeror shall be adjusted accordingly on a euro-for-euro basis to account for such Affecting Measure or distribution.

Offer Period

The offer period for the Tender Offer will commence on February 5, 2026, at 9:30 a.m. (Finnish time) and expire on March 25, 2026, at 4:00 p.m. (Finnish time), unless the offer period is extended or any extended offer period is discontinued as described below (the “**Offer Period**”). The acceptance of the Tender Offer must be received by the relevant account operator, as described below under “—*Acceptance Procedure for the Tender Offer*,” before the expiration of the Offer Period.

The Offeror may extend the Offer Period (i) at any time until the Conditions to Completion (as defined below) have been fulfilled or waived and/or (ii) with a Subsequent Offer Period (as defined below) in connection with the announcement of the final result of the Tender Offer whereby the Offeror also declares the Tender Offer unconditional, as set forth below. The Offeror will announce a possible extension of the Offer Period, including the duration of the extended Offer Period, which shall be at least two (2) weeks, by a stock exchange release on the first (1st) Finnish banking day following the expiration of the original Offer Period, at the latest. Furthermore, the Offeror will announce any possible further extension of an already extended Offer Period or an extension of a discontinued extended Offer Period on the first (1st) Finnish banking day following the expiration of an already extended Offer Period or a discontinued extended Offer Period, at the latest.

The duration of the Offer Period in its entirety may be ten (10) weeks at the maximum. If, however, the Conditions to Completion (as defined below) have not been fulfilled due to a particular obstacle as provided in the regulations and guidelines (9/2013) of the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) on Takeover Bids and Mandatory Bids (the “**FIN-FSA Regulations and Guidelines**”), the Offeror may extend the duration of the Offer Period beyond ten (10) weeks until such obstacle has been removed and the Offeror has had reasonable time to consider the situation in question provided that the business operations of the Company are not hindered for longer than is reasonable. In this case, the Offeror will announce a new expiration date no less than two (2) weeks prior to the date of expiration of any extended Offer Period. Furthermore, any Subsequent Offer Period (as defined below) may extend beyond ten (10) weeks.

The Offeror may discontinue any extended Offer Period. The Offeror will announce its decision on the discontinuation of any extended Offer Period as soon as possible after such a decision has been made and, in any case, no less than two (2) weeks prior to the expiration of the discontinued extended Offer Period. If the Offeror discontinues an extended Offer Period, the Offer Period will expire at an earlier time on a date announced by the Offeror.

The Offeror also reserves the right to extend the Offer Period in connection with the announcement of the final result of the Tender Offer as set forth in “—*Announcement of the Result of the Tender Offer*” below (such extended Offer Period, the “**Subsequent Offer Period**”). In the event of such Subsequent Offer Period, the Subsequent Offer Period will expire on the date and at the time determined by the Offeror in the final result announcement. The expiration of a Subsequent Offer Period will be announced at least two (2) weeks before the expiration of such Subsequent Offer Period.

Conditions to Completion of the Tender Offer

The obligation of the Offeror to accept for payment the validly tendered Shares and Equity Securities, which have not been withdrawn in accordance with the terms and conditions of the Tender Offer, and to complete the Tender Offer, are subject to the fulfilment or, to the extent permitted by applicable law, waiver by the Offeror of the following conditions (the “**Conditions to Completion**”) on or prior to the date of the Offeror’s announcement of the final result of the Tender Offer in accordance with Chapter 11, Section 18 of the Finnish Securities Markets Act:

- (a) the Tender Offer has been validly accepted with respect to Shares and CCDs representing, together with the Shares and CCDs to be contributed by Fitzroy and Ravichander to the Offeror and any other Shares or CCDs otherwise acquired by the Offeror prior to the date of the Offeror’s announcement of the final result of the Tender Offer, more than ninety (90) percent of the Shares and voting rights in the Company, calculated on a diluted basis to include the CCDs on an As-Converted Basis (as defined below);
- (b) the receipt of all necessary regulatory approvals, permits, clearances and consents, including without limitation approvals necessary under applicable foreign direct investment laws, competition clearances (or, where applicable, the expiry of relevant waiting periods) necessary under applicable competition laws or other regulatory laws in any jurisdiction for the completion of the Tender Offer;
- (c) no Material Adverse Change (as defined below) has occurred after the announcement of the Tender Offer;
- (d) the Offeror has not received information after the announcement of the Tender Offer that constitutes or results in a Material Adverse Change;
- (e) no legislation or other regulation has been issued and no court or regulatory authority of competent jurisdiction has given a decision or issued any regulatory action that would wholly or in any material part prevent, postpone or frustrate the completion of the Tender Offer;
- (f) the Board of Directors of Tecnotree has issued the recommendation and the recommendation remains in full force and effect and has not been withdrawn, modified, cancelled, or amended (excluding, however, any technical modification or change of the recommendation required under applicable laws or the Helsinki Takeover Code as a result of a competing offer or otherwise so long as the recommendation to accept the Tender Offer is upheld); and
- (g) the Combination Agreement has not been terminated and remains in full force and effect.

The Conditions to Completion set out above are exhaustive. The Offeror may only invoke any of the Conditions to Completion so as to cause the Tender Offer not to proceed, to lapse or to be withdrawn if the circumstances which give rise to the right to invoke the relevant Condition to Completion have a significant meaning to the Offeror in view of the Tender Offer, as referred to in the FIN-FSA Regulations. The Offeror reserves the right to waive, to the extent permitted by applicable laws and regulations, any of the Conditions to Completion that have not been fulfilled. If all Conditions to Completion have been fulfilled or the Offeror has waived the requirements for the fulfilment of all or some of them no later than at the time of announcement of the final results of the Tender Offer, the Offeror will consummate the Tender Offer in accordance with its terms and conditions after the expiration of the offer period by purchasing the Shares and Equity Securities validly tendered in the Tender Offer and paying the respective Offer Prices to the shareholders and holders of Equity Securities that have validly accepted the Tender Offer in accordance with the terms and conditions of the Tender Offer.

The Tender Offer will be completed after the expiration of the Offer Period in accordance with “—*Technical Completion of the Tender Offer*” and “—*Terms of Payment and Settlement*” below with respect to all shareholders and holders of Equity Securities of Tecnotree who have validly accepted the Tender Offer.

“Affiliated Entities” means, in respect of a party, any person that directly or indirectly through one or more intermediaries Controls (as defined below) or is Controlled by or is under common Control with such party from time to time; provided, however, that any portfolio companies of Helios shall not be deemed to be Affiliated Entities of the Offeror.

“As-Converted Basis” means with respect to any CCDs, the number of Shares into which such CCDs would convert in accordance with their terms and conditions, provided that, for any CCDs, as applicable, to the extent a conversion notice has not been given prior to the expiry of the Offer Period, such notice is deemed to have been given on the last day of the Offer Period, regardless of whether the Tender Offer has been validly accepted in respect of such CCDs.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of a person or the management and policies of a person, whether through ownership of voting securities by agreement or otherwise and **“Controls”**, **“Controlled”** and **“Controlling”** shall be construed accordingly.

“Fairly Disclosed” means disclosure of an actual fact, matter or event set out in the due diligence information in a sufficiently clear and detailed manner so as to enable a professional and prudent offeror, having completed its review of the due diligence information with the support of its professional advisors, acting diligently and with due care, to reasonably identify and assess the nature, scope and effects of such fact, matter or event so disclosed.

“Group” means the Company and its Affiliated Entities from time to time.

“Material Adverse Change” means (A) the Company or any of its Affiliated Entities becoming insolvent, subject to administration, bankruptcy or any other equivalent insolvency proceedings or, if any legal proceedings or corporate resolution is taken by or against any of them in respect of any such proceedings, such action could reasonably be expected to result in the commencement of such proceedings, provided, in each case, that such proceedings could, individually or in the aggregate, reasonably be expected to result in a material adverse change in, or material adverse effect to, the business, assets, liabilities, prospects, condition (financial, trading or otherwise) or results of operation of the Group; (B) any divestment or reorganization of all or any material part of the assets of the Group; or (C) any event, condition, circumstance, development, occurrence, change, effect or fact (any such item an **“Effect”**) that individually or in the aggregate, has, results in or could reasonably be expected to have or result in a material adverse effect on the business, assets, liabilities, prospects, condition (financial, trading or otherwise) or results of operations of the Group, excluding:

- (a) any Effect in political, financial, industry, economic or regulatory conditions generally (including any Effect in interest or currency rates), so long as such Effect does not have a disproportionate effect on the Group, relative to other companies and groups in the same industries in jurisdictions where the Group conducts business;
- (b) any Effect resulting from or caused by natural disasters, outbreak of major hostilities or any act of war or terrorism, so long as such Effect does not have a disproportionate effect on the Group, relative to other companies and groups in the same industries in jurisdictions where the Group conducts business, considering also the proportional size of the other companies and groups as compared to the Group;
- (c) failure of the Company to meet any guidance, budget projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics before, on or after the date of the Combination Agreement, except for a failure to meet the external guidance released to the market by the Company that requires the issuance of a profit warning by the Company under applicable securities laws and regulations and stock exchange rules, it being understood that nothing in this sub-clause (c) shall prevent or otherwise affect the determination as to whether any change or effect underlying such failure to meet projections, forecasts estimates or predictions constitutes a Material Adverse Change;
- (d) changes in the market price, volatility, or trading volume of the Company’s securities after the date of the Combination Agreement, it being understood that nothing in this sub-clause (d) shall prevent or otherwise affect the determination as to whether any change or Effect underlying such failure to meet projections, forecasts, estimates or predictions constitute a Material Adverse Change;
- (e) any Effect resulting from any actions taken by the Company at the express written request or direction of the Offeror;
- (f) any change in applicable statutes or other applicable legal or regulatory conditions, so long as such change does not have a disproportionate effect on the Company and its Affiliated Entities, taken as a whole, in comparison to other companies and groups in the same industries in jurisdictions where the Group conducts business, considering also the proportional size of the other companies and groups as compared to the Group; or
- (g) any Effect directly attributable to (x) an act or omission carried out or omitted by the Offeror in connection with the Tender Offer, (y) the announcement or completion of the Tender Offer (including the effect of any change of control, termination or similar clauses in contracts entered into by the Group but only to the extent such contracts

or clauses have been Fairly Disclosed) or (z) performance of obligations under the Combination Agreement by the Company insofar as such Effect is not caused by the Company's breach of the Combination Agreement.

Obligation to Increase the Offer Prices and to Pay Compensation

The Offeror and members of the Consortium reserve the right to buy Shares before, during and/or after the Offer Period (including any extension thereof) and any Subsequent Offer Period in public trading on Nasdaq Helsinki or otherwise. In addition, the Offeror and members of the Consortium reserve the right to acquire Equity Securities before, during and/or after the Offer Period (including any extension thereof) and any Subsequent Offer Period. Any purchases made or arranged are made in accordance with Finnish law and disclosed in accordance with applicable rules and regulations.

Should the Offeror or another party acting in concert with the Offeror in the meaning of Chapter 11, Section 5 of the Finnish Securities Markets Act acquire Shares and/or Equity Securities after the announcement of the Tender Offer and before the expiry of the Offer Period at a price higher than the respective Offer Prices, or otherwise on more favorable terms, the Offeror must, in accordance with Chapter 11, Section 25 of the Finnish Securities Markets Act, amend the terms and conditions of the Tender Offer to correspond with the terms and conditions of the above-mentioned acquisition on more favorable terms (increase obligation). In such case, the Offeror will make public its increase obligation without delay and pay, in connection with the completion of the Tender Offer, the increased Offer Prices in accordance with such amended terms and conditions to those shareholders and/or holder of Equity Securities that have accepted the Tender Offer.

Should the Offeror or another party acting in concert with the Offeror in the meaning of Chapter 11, Section 5 of the Finnish Securities Markets Act acquire Shares and/or Equity Securities within nine (9) months after the expiration of the Offer Period at a price higher than the respective Offer Prices, or otherwise on more favorable terms, the Offeror must, in accordance with Chapter 11, Section 25 of the Finnish Securities Markets Act, pay the difference between the consideration paid in an acquisition on more favorable terms and the applicable Offer Price to those shareholders and/or holders of Equity Securities that have accepted the Tender Offer (compensation obligation). In such case, the Offeror will make public its compensation obligation without delay and pay the difference between the consideration paid in such an acquisition on more favorable terms and the Offer Prices within one (1) month of the date when the compensation obligation arose for those shareholders and holders of Equity Securities that have accepted the Tender Offer.

However, according to Chapter 11, Section 25, Subsection 5 of the Finnish Securities Markets Act, the compensation obligation will not be triggered in case the payment of a higher price than the Offer Prices is based on an arbitral award pursuant to the Finnish Companies Act, provided that the Offeror or any party referred to in Chapter 11, Section 5 of the Finnish Securities Markets Act has not offered to acquire Shares and/or Equity Securities on terms that are more favorable than those of the Tender Offer before or during the arbitral proceedings.

Acceptance Procedure for the Tender Offer

Shares

The Tender Offer may be accepted by a shareholder registered during the Offer Period in the shareholders' register of Tecnotree, with the exception of Tecnotree and its subsidiaries. Acceptance of the Tender Offer must be submitted for each book-entry account. A shareholder of Tecnotree submitting an acceptance must have a cash account with a financial institution operating in Finland or abroad (see “—*Terms of Payment and Settlement*” below and “*Restrictions and Important Information*”). Shareholders may only approve the Tender Offer unconditionally and for all Shares that are held on the book-entry accounts mentioned in the acceptance form at the time of the execution of the transaction with respect to the Shares of such shareholder. Acceptances submitted during the Offer Period are valid also until the expiration of an extended or discontinued extended Offer Period, if any.

Most Finnish account operators are expected to send a notice regarding the Tender Offer and related instructions and an acceptance form to their customers who are registered as shareholders in the shareholders' register of Tecnotree maintained by Euroclear Finland Oy (“**Euroclear**”). Shareholders of Tecnotree who do not receive such instructions or an acceptance form from their account operator should primarily contact their account operator. Secondarily, shareholders of Tecnotree can contact Evli by email at operations@evli.com or by telephone at +358 9 4766 9573 on weekdays between 9:00 a.m. (Finnish time) and 4:00 p.m. (Finnish time), where such shareholders of Tecnotree can receive information for submitting their acceptance.

Those shareholders of Tecnotree whose Shares are nominee-registered and who wish to accept the Tender Offer, must submit their acceptance in accordance with the instructions given by the custodial nominee account holders. The Offeror will not send an acceptance form or any other documents related to the Tender Offer to these shareholders of Tecnotree.

If the Shares held by a shareholder are pledged or otherwise subject to restrictions that prevent or limit the acceptance, the acceptance of the Tender Offer may require the consent of the pledgee or other beneficiary of such restriction. Acquiring the consent is the responsibility of the relevant shareholder of Tecnotree. The pledgee's or other beneficiary's consent must be delivered to the account operator in writing.

A shareholder of Tecnotree who wishes to accept the Tender Offer must submit the properly completed and duly executed acceptance form to the account operator that manages the shareholder's book-entry account in accordance with the instructions and within the time period set by the account operator, which may be prior to the expiry of the Offer Period. The Offeror reserves the right to reject any acceptances that have been submitted erroneously or deficiently. In the event of a Subsequent Offer Period, the acceptance form must be submitted in such a manner that it is received during the Subsequent Offer Period, subject to and in accordance with the instructions of the relevant account operator.

Any acceptance must be submitted in such a manner that it will be received within the Offer Period (including any extended or discontinued extended Offer Period) taking into account, however, the instructions given by the relevant account operator. The account operator may request the receipt of acceptances prior to the expiration of the Offer Period. Shareholders of Tecnotree submit acceptances at their own risk. Any acceptance will be considered as submitted only when an account operator has actually received it. The Offeror reserves a right to reject any acceptance given in an incorrect or incomplete manner.

A shareholder who has validly accepted the Tender Offer in accordance with the terms and conditions of the Tender Offer may not sell or otherwise control his/her tendered Shares. By accepting the Tender Offer, the shareholders authorize their account operator to enter into their book-entry account a sales reservation or a restriction on the right of disposal in the manner set out under "*—Technical Completion of the Tender Offer*" below after the shareholder has delivered the acceptance form with respect to the Shares. Furthermore, the shareholders of Tecnotree that accept the Tender Offer authorize their account operator to perform necessary entries and undertake any other measures needed for the technical execution of the Tender Offer, and to sell all the Shares held by the shareholder of Tecnotree at the time of the execution of the transaction to the Offeror in accordance with the terms and conditions of the Tender Offer. In connection with the completion trades of the Tender Offer or the clearing thereof, the sales reservation or the restriction on the right of disposal will be removed and the Share Offer Price will be transferred to the shareholders of Tecnotree.

By giving an acceptance on the Tender Offer, the shareholder authorizes his/her depository participant to disclose the necessary personal data, the number of his/her book-entry account and the details of the acceptance to the parties involved in the order or the execution of the order and settlement of the Shares.

CCDs

The Tender Offer may be accepted by a holder of CCDs covered by the Tender Offer that is registered during the Offer Period in the holder register of CCDs. Evli will send a notification of the Tender Offer, including instructions and the relevant acceptance form, to all such holders of CCDs. Holders of CCDs who do not receive such a notification from Evli can contact Evli by sending an email to operations@evli.com.

A holder of CCDs registered during the Offer Period in the holder register of CCDs wishing to accept the Tender Offer shall submit a properly completed and duly executed acceptance form in accordance with its instructions to Evli and within the time limit set by Evli. The acceptance form shall be submitted so that it is received during the Offer Period or, if the Offer Period has been extended, during such extended Offer Period, however, always in accordance with the instructions of Evli. Holders of CCDs submit acceptances at their own risk. Any acceptance will be deemed submitted only when actually received by Evli. The Offeror reserves the right to reject or approve, in its sole discretion, any acceptances that have been submitted in an incorrect or incomplete manner.

If any CCDs are pledged or otherwise subject to restrictions that prevent or limit the acceptance, the acceptance of the Tender Offer may require the consent of the pledgee or other beneficiary of such a restriction. If so, acquiring this consent is the responsibility of the relevant holder of CCDs. Such consent must be delivered in writing to Evli.

By giving an acceptance on the Tender Offer, the holders of CCDs authorize Evli to sell the CCDs to the Offeror in accordance with the terms and conditions of the Tender Offer. A holder of CCDs may accept the Tender Offer only unconditionally and in relation to all of its CCDs and subject to the right to withdraw the CCDs tendered in accordance with the terms and conditions of the Tender Offer. The Offeror may reject any partial tender of the CCDs. A holder of CCDs that has validly accepted the Tender Offer and that has not properly withdrawn its acceptance in accordance with the terms and conditions of the Tender Offer may not sell or otherwise dispose of its tendered CCDs unless otherwise provided by mandatory law.

Warrants

The Tender Offer may be accepted by a holder of Warrants covered by the Tender Offer that is registered during the Offer Period in the holder register of Warrants. Evli will send a notification of the Tender Offer, including instructions and the relevant acceptance form, to all such holders of Warrants. Holders of Warrants who do not receive such a notification from Evli can contact Evli by sending an email to operations@evli.com.

A holder of Warrants registered during the Offer Period in the holder register of Warrants wishing to accept the Tender Offer shall submit a properly completed and duly executed acceptance form in accordance with its instructions to Evli and

within the time limit set by Evli. The acceptance form shall be submitted so that it is received during the Offer Period or, if the Offer Period has been extended, during such extended Offer Period, however, always in accordance with the instructions of Evli. Holders of Warrants submit acceptances at their own risk. Any acceptance will be deemed submitted only when actually received by Evli. The Offeror reserves the right to reject or approve, in its sole discretion, any acceptances that have been submitted in an incorrect or incomplete manner.

If any Warrants are pledged or otherwise subject to restrictions that prevent or limit the acceptance, the acceptance of the Tender Offer may require the consent of the pledgee or other beneficiary of such a restriction. If so, acquiring this consent is the responsibility of the relevant holder of Warrants. Such consent must be delivered in writing to Evli.

By giving an acceptance on the Tender Offer, the holders of Warrants authorize Evli to sell the Warrants to the Offeror in accordance with the terms and conditions of the Tender Offer. A holder of Warrants may accept the Tender Offer only unconditionally and in relation to all of its Warrants and subject to the right to withdraw the Warrants tendered in accordance with the terms and conditions of the Tender Offer. The Offeror may reject any partial tender of the Warrants. A holder of Warrants that has validly accepted the Tender Offer and that has not properly withdrawn its acceptance in accordance with the terms and conditions of the Tender Offer may not sell or otherwise dispose of its tendered Warrants unless otherwise provided by mandatory law.

Options

The Tender Offer may be accepted by a holder of Options registered during the Offer Period in the holder register of Options. Evli will send a notification of the Tender Offer, including instructions on how the acceptance of the Tender Offer can be submitted, to all such holders of Options. Holders of Options who do not receive such a notification from Evli can contact Evli by sending an email to operations@evli.com.

A holder of Options registered during the Offer Period in the holder register of Options wishing to accept the Tender Offer shall submit the acceptance in accordance with its instructions to Evli and within the time limit set by Evli. The acceptance shall be submitted so that it is received during the Offer Period or, if the Offer Period has been extended, during such extended Offer Period, however, always in accordance with the instructions of Evli. Holders of Options submit acceptances at their own risk. Any acceptance will be deemed submitted only when actually received by Evli. The Offeror reserves the right to reject or approve, in its sole discretion, any acceptances that have been submitted in an incorrect or incomplete manner.

If any Options are pledged or otherwise subject to restrictions that prevent or limit the acceptance, the acceptance of the Tender Offer may require the consent of the pledgee or other beneficiary of such a restriction. If so, acquiring this consent is the responsibility of the relevant holder of Options. Such consent must be delivered in writing to Evli.

By giving an acceptance on the Tender Offer, the holders of Options authorize Evli to sell the Options to the Offeror in accordance with the terms and conditions of the Tender Offer. A holder of Options may accept the Tender Offer only unconditionally and in relation to all of its Options and subject to the right to withdraw the Options tendered in accordance with the terms and conditions of the Tender Offer. The Offeror may reject any partial tender of the Options. A holder of Options that has validly accepted the Tender Offer and that has not properly withdrawn its acceptance in accordance with the terms and conditions of the Tender Offer may not sell or otherwise dispose of its tendered Options unless otherwise provided by mandatory law.

Right of Withdrawal of Acceptance

An acceptance of the Tender Offer may be withdrawn by a shareholder and a holder of Equity Securities of Tecnotree at any time before the expiration of the Offer Period (including any extended or discontinued extended Offer Period) until the Offeror has announced that all Conditions to Completion have been fulfilled or waived by the Offeror, that is, the Offeror has declared the Tender Offer unconditional. After such announcement, the Shares and/or Equity Securities already tendered may not be withdrawn prior to the expiration of the Offer Period (including any extended or discontinued extended Offer Period) except in the event that a third party announces a competing public tender offer for the Shares and the Equity Securities before the execution of the completion trades of the Shares and Equity Securities as set out under “—*Completion of the Tender Offer*” below.

With respect to the Shares, a valid withdrawal of the Tender Offer requires that a withdrawal notification is submitted in writing to the account operator to whom the original acceptance form was submitted, and with respect to the Equity Securities, a withdrawal notification is submitted in writing to Evli by sending an email to operations@evli.com.

For nominee-registered Shares, the shareholders must request the relevant custodial nominee account holder to execute a withdrawal notification.

If a shareholder of Tecnotree validly withdraws an acceptance of the Tender Offer, the sales reservation or the restriction on the right of disposal with respect to the Shares will be removed within three (3) banking days of the receipt of a withdrawal notification.

A shareholder or holder of Equity Securities of Tecnotree who has validly withdrawn its acceptance of the Tender Offer may accept the Tender Offer again during the Offer Period (including any extended or discontinued extended Offer Period) by following the procedure set out under “—Acceptance Procedure for the Tender Offer” above.

A shareholder of Tecnotree who withdraws its acceptance is obligated to pay any fees that the account operator operating the relevant book-entry account or the custodial nominee account holder may collect for the withdrawal, except for situations in which a competing offer has been announced.

In the event of a Subsequent Offer Period, the acceptance of the Tender Offer will be binding and cannot be withdrawn, unless otherwise provided under mandatory law.

Technical Completion of the Tender Offer

When an account operator has received a properly completed and duly executed acceptance form with respect to the Shares in accordance with the terms and conditions of the Tender Offer, the account operator will enter a sales reservation or a restriction on the right of disposal into the relevant shareholder’s book-entry account. In connection with the completion trade of the Tender Offer or the clearing thereof, the sales reservation or the restriction on the right of disposal will be removed and the Share Offer Price will be paid to the relevant shareholder.

When Evli has received a properly completed and duly executed acceptance form with respect to the CCDs in accordance with the terms and conditions of the Tender Offer, Evli will report the information about the acceptance to the Offeror. In connection with the completion trade of the Tender Offer or the settlement thereof, the CCD Offer Price will be paid to the relevant holder of the CCDs.

When Evli has received a properly completed and duly executed acceptance form with respect to the Warrants in accordance with the terms and conditions of the Tender Offer, Evli will report the information about the acceptance to the Offeror. In connection with the completion trade of the Tender Offer or the settlement thereof, the Warrant Offer Price will be paid to the relevant holder of the Warrants.

When Evli has received a properly completed and duly executed acceptance with respect to the Options in accordance with the terms and conditions of the Tender Offer, Evli will report the information about the acceptance to the Offeror. In connection with the completion trade of the Tender Offer or the settlement thereof, the Option Offer Price will be paid to the relevant holder of the Options.

Announcement of the Result of the Tender Offer

The preliminary result of the Tender Offer will be announced by a stock exchange release on or about the first (1st) Finnish banking day following the expiration of the Offer Period (including any extended and discontinued extended Offer Period). In connection with the announcement of the preliminary result, it will be announced whether the Tender Offer will be completed subject to the Conditions to Completion continuing to be fulfilled on the date of the final result announcement and whether the Offer Period will be extended. The final result of the Tender Offer will be announced on or about the third (3rd) Finnish banking day following the expiration of the Offer Period (including any extended and discontinued extended Offer Period). In connection with the announcement of the final result, the percentage of the Shares and the Equity Securities in respect of which the Tender Offer has been validly accepted and not validly withdrawn will be confirmed.

The Offeror will announce the initial percentage of the Shares and Equity Securities validly tendered during a possible Subsequent Offer Period on or about the first (1st) Finnish banking day following the expiry of the Subsequent Offer Period and the final percentage on or about the third (3rd) Finnish banking day following the expiry of the Subsequent Offer Period.

Completion of the Tender Offer

The Tender Offer will be completed with respect to all of those shareholders and holders of Equity Securities of Tecnotree who have validly accepted, and not validly withdrawn, the Tender Offer on or about the fifth (5th) Finnish banking day following the expiration of the Offer Period (including any extended or discontinued extended Offer Period) (the “**Completion Date**”), preliminarily expected to be on April 1, 2026. If possible, the completion trades of the Shares will be executed on Nasdaq Helsinki, provided that the rules applied to trading on Nasdaq Helsinki allow that. Otherwise, the completion trades will be made outside Nasdaq Helsinki. The completion trades will be settled on or about the Completion Date or on or about the first (1st) Finnish banking day following the Completion Date (the “**Clearing Day**”), preliminarily expected to be on April 2, 2026. The actual time of receipt of the payment by the shareholder or holder of Equity Securities will depend on the schedules for payment transactions between financial institutions and, with regard to the payment of the Share Offer Price, agreement between the holder and account operator, custodian or nominee in each case.

Terms of Payment and Settlement

The Share Offer Price will be paid on the Clearing Day to each shareholder of Tecnotree who has validly accepted, and not validly withdrawn, the Tender Offer into the management account of the shareholder's book-entry account or, in the case of shareholders whose holdings are registered in the name of a nominee, into the bank account specified by the custodian or nominee. The CCD Offer Price, Warrant Offer Price and Option Offer Price, as applicable, will be paid on the Clearing Day to each holder of CCDs, Warrants and Options, as applicable, who has validly accepted, and not validly withdrawn, the Tender Offer into the bank account informed by the holder of CCDs, Warrants and Options, as applicable, in the acceptance form.

In any case, the Offer Prices will not be paid to a bank account situated in Australia, Canada, Hong Kong, Japan, New Zealand or South Africa or any other jurisdiction where the Tender Offer is not being made (see section "*Restrictions and Important Information*"), and all guidance from custodians or nominees specifying bank accounts in such jurisdictions will be rejected. The actual time of receipt of the payment by the shareholder and holder of Equity Securities will depend on the schedules for payment transactions between financial institutions and, with regard to the payment of the Share Offer Price, agreement between the holder and account operator, custodian or nominee in each case.

In the event of a Subsequent Offer Period, the Offeror will in connection with the announcement thereof announce the terms of payment and settlement for the Shares and Equity Securities tendered during the Subsequent Offer Period. The sale and purchase of the Shares and Equity Securities validly tendered in accordance with the terms and conditions of the Tender Offer during the Subsequent Offer Period will, however, be executed within not more than two (2) week intervals.

The Offeror reserves the right to postpone the payment of the Share Offer Price and/or the CCD Offer Price and/or the Warrant Offer Price and/or the Option Offer Price if payment is prevented or suspended due to a force majeure event but will immediately effect such payment once the force majeure event preventing or suspending payment is resolved.

In case all of the Conditions to Completion are not met and the Offeror does not waive such conditions or extend the Offer Period, the Tender Offer will lapse, and no consideration will be paid for the Shares and Equity Securities tendered in the Tender Offer.

Transfer of Ownership

Title to the Shares in respect of which the Tender Offer has been validly accepted, and not validly withdrawn, will pass to the Offeror on the Clearing Day against the payment of the Share Offer Price, by the Offeror to the tendering shareholder of Tecnotree. In the event of a Subsequent Offer Period, title to the Shares validly tendered in the Tender Offer during a Subsequent Offer Period will pass to the Offeror against payment of the Share Offer Price by the Offeror to the tendering shareholder as promptly as reasonable following their tender.

Title to the CCDs, Warrants and Options in respect of which the Tender Offer has been validly accepted, and not validly withdrawn, will pass to the Offeror on the Clearing Day against the payment of the CCD Offer Price, Warrant Offer Price or Option Offer Price, as applicable, by the Offeror to the tendering holder of CCDs of Tecnotree, holder of the Warrants of Tecnotree or holder of the Options of Tecnotree, as applicable, and once the Offeror has been recorded in the holder register of CCDs maintained by Tecnotree, in accordance with the terms and condition of the CCDs, in the holder register of Warrants maintained by Tecnotree, in accordance with the terms and condition of the Warrants, or in the holder register of Options maintained by Tecnotree, in accordance with the terms and conditions of Tecnotree, as applicable. In the event of a Subsequent Offer Period, title to the CCDs, Warrants and Options validly tendered in the Tender Offer during a Subsequent Offer Period will pass to the Offeror against the payment of the CCD Offer Price, Warrant Offer Price or Option Offer Price, as applicable, by the Offeror to the tendering holder of CCDs of Tecnotree, holder of the Warrants of Tecnotree or holder of the Options of Tecnotree, as applicable, and once the Offeror has been recorded in the holder register of CCDs maintained by Tecnotree, in accordance with the terms and condition of the CCDs, in the holder register of Warrants maintained by Tecnotree, in accordance with the terms and condition of the Warrants, or in the holder register of Options maintained by Tecnotree, in accordance with the terms and conditions of Tecnotree, as applicable, as promptly as reasonable following their tender.

Transfer Tax and Other Payments

The Offeror will pay any transfer tax that may be charged in Finland in connection with the sale of the Shares and/or the Equity Securities pursuant to the Tender Offer.

The receipt of consideration pursuant to the Tender Offer in connection with a sale of a Share and/or an Equity Security may be a taxable transaction for a shareholder or a holder of Equity Securities of Tecnotree under applicable tax laws. Any tax liability arising for a shareholder or holder of Equity Securities of Tecnotree from the sale of a Share and/or an Equity Security and the receipt of cash pursuant to the Tender Offer shall be borne by such shareholder or holder of Equity Securities.

Each shareholder and/or holder of Equity Securities of Tecnotree is liable for any payments that, based on an agreement made with the shareholder and/or holder of Equity Securities of Tecnotree, an account operator may charge as well as for any fees and commissions charged by account operators, custodians, custodial nominee account holders or other parties related to the release of collateral or the revoking of any other restrictions preventing the sale of the Shares and Equity Securities. Each shareholder or holder of Equity Securities of Tecnotree is liable for any fees that relate to a withdrawal of an acceptance made by the shareholder or holder of Equity Securities of Tecnotree.

The Offeror is liable for any other customary costs caused by the registration of entries in the book-entry system required by the Tender Offer, the execution of trades pertaining to the Shares pursuant to the Tender Offer and the payment of the Offer Prices.

Should a competing tender offer be published by a third party during the Offer Period and should a shareholder of Tecnotree therefore or otherwise validly withdraw its acceptance of the Tender Offer, certain account operators may charge the shareholder separately for the registration of the relevant entries regarding the acceptance and withdrawal as explained under “—*Right of Withdrawal of Acceptance*” above.

Other Matters

This tender offer document (the “**Tender Offer Document**”) and the Tender Offer are governed by Finnish law. Any disputes arising out of or in connection with the Tender Offer will be settled by a court of competent jurisdiction in Finland.

The Offeror reserves the right to amend the terms and conditions of the Tender Offer in accordance with Chapter 11, Section 15 of the Finnish Securities Markets Act. Should the FIN-FSA issue an order regarding an extension of the Offer Period, the Offeror reserves the right to decide upon the withdrawal of the Tender Offer in accordance with Chapter 11, Section 12 of the Finnish Securities Markets Act.

Should a competing public tender offer be published for the Shares and the Equity Securities by a third party prior to or during the Offer Period, the Offeror reserves the right, as stipulated in Chapter 11, Section 17 of the Finnish Securities Markets Act, to (i) decide upon an extension of the Offer Period; (ii) decide upon an amendment of the terms and conditions of the Tender Offer; and (iii) decide, during the Offer Period, but before the expiration of the competing public tender offer, to withdraw the Tender Offer or let the Tender Offer lapse. The Offeror will decide on all other matters related to the Tender Offer.

The Offeror and members of the Consortium reserve the right to buy Shares before, during and/or after the Offer Period (including any extension thereof) and any Subsequent Offer Period in public trading on Nasdaq Helsinki or otherwise. In addition, the Offeror and members of the Consortium reserve the right to acquire Equity Securities before, during and/or after the Offer Period (including any extension thereof) and any Subsequent Offer Period. Any purchases made or arranged are made in accordance with Finnish law and disclosed in accordance with applicable rules and regulations.

Other Information

Evli acts as arranger in relation to the Tender Offer, which means that it performs certain administrative services relating to the Tender Offer. This does not mean that a person who accepts the Tender Offer (the “**Participant**”) will be automatically regarded as a customer of Evli. A Participant will be regarded as a customer in relation to the Tender Offer only if Evli has an existing customer relationship with the Participant and takes instructions from the Participant in connection with the Tender Offer. If the Participant is not regarded as a customer, the rules regarding the protection of investors pursuant to the Finnish Act on Investment Services (747/2012, as amended) will not be applicable to the acceptance. This means, among other things, that neither the so-called customer categorization nor the so-called appropriateness test will be performed with respect to the Tender Offer. Each Participant is therefore responsible for ensuring that it has sufficient experience and knowledge to understand the risks associated with the Tender Offer.

Important Information regarding NID and LEI

According to Directive 2014/65/ EU (MiFID II) of the European Parliament and of the Council, all investors must have a global identification code from January 3, 2018, in order to carry out a securities transaction. These requirements require legal entities to apply for registration of a Legal Entity Identifier (“**LEI**”) code, and natural persons need to find their National ID or National Client Identifier (together, the “**NID**”) to accept the Tender Offer. Note that it is the legal person’s legal status that determines whether a LEI code or NID number is required, and that Evli may be prevented from performing the transaction to the person if LEI or NID number (as applicable) is not provided. Legal persons who need to obtain a LEI code can contact one of the suppliers available on the market. Instructions for the global LEI system can be found on the following website: gleif.org/en/about-lei/get-an-lei/find-lei-issuing-organizations. Those who intend to accept the Tender Offer are encouraged to apply for registration of a LEI code (legal persons) or to find out their NID number (physical persons) in good time, as this information is required on the application form at the time of submission.

Information about Processing of Personal Data

To be able to administer the Tender Offer, Evli must collect and process personal data on (i) those natural persons who accept the Tender Offer (such as name, address and personal identity number), and (ii) the representative(s) of the companies accepting the Tender Offer (such as name, position and contact details). Evli is the controller for the personal data it processes for this purpose. Personal data may be obtained directly from the person accepting the Tender Offer or from other sources (for example, address details may be obtained through Euroclear). Personal data may be processed by third party service providers on behalf of Evli and Evli may also share personal data to their cooperation partners on a need-to-know basis for the purpose of administering the Tender Offer. Additional information on processing of personal data by Evli, including details on how to exercise data subjects' rights, may be found at www.evli.com.