

## NOTICE OF MEETING OF THE MEMBERS OF THE COMPANY

The shareholders and holders of Swedish Depository Receipts in Smart Wires Technology Ltd. are hereby invited to the meeting of the members to be held on 22 December 2021.

Upon the direction of the board of directors (the "Board") of Smart Wires Technology Ltd. (the "Company"), made in accordance with Section 82 of the BVI Business Companies Act, 2004 (as amended) (the "Act") and Regulation 11 of the Company's articles of association (the "Articles"), **NOTICE IS HEREBY GIVEN** that a meeting of the members of the Company will be held at <https://financialhearings.com/event/43618> on 22 December 2021 (the "Meeting Date") at 7am pacific time/10am eastern time/4pm Stockholm time in order to consider and, if thought fit, approve the following resolution (the "Resolution"):

- **THAT** the adoption of a 2021 Omnibus Incentive Compensation Plan of the Company (the "2021 Plan"), substantially in the form appended to this Notice, to attract, motivate and retain employees of the Company and its subsidiaries, certain consultants and advisors who perform services for the Company or its subsidiaries, and non-employee members of the Board or board of directors or similar body of any of the Company's subsidiaries, be approved and authorised for all purposes.

A shareholder communication, setting out further information in respect of the 2021 Plan and the Resolution, is appended to this Notice. In summary:

1. it is proposed that 9,700,000 ordinary shares of \$0.01 par value each in the Company ("Shares") will be reserved for issuance pursuant to the 2021 Plan. It is intended that the 2021 Plan will replace the the Smart Wires Inc. 2011 Stock Option/Stock Purchase Plan (the "2011 Plan"). As of November 23, 2021, there were 5,585,549 Shares subject to outstanding grants under the 2011 Plan, and 1,062,373 additional Shares available for grant under the 2011 Plan. If the Company's members approve the 2021 Plan, no further awards will be granted under the 2011 Plan, but awards outstanding under the 2011 Plan will remain outstanding in accordance with their terms and the terms of the 2011 Plan. The 9,700,000 Shares reserved for issuance or transfer under the 2021 Plan represent 8.26% of the Company's fully diluted Shares (including in the number of such fully diluted Shares, the Shares reserved under the 2021 Plan);
2. all employees, non-employee directors, consultants, and advisors of the Company and its subsidiaries are eligible to receive awards under the 2021 Plan;
3. the 2021 Plan provides for the issuance of stock options, share awards, share units, share appreciation rights, and other share-based awards;
4. unless terminated sooner by the Board or extended by the Board, the 2021 Plan will terminate on the day immediately preceding the tenth anniversary of the effective date of the 2021 Plan;
5. the term of options and Share appreciation rights issuable under the 2021 Plan shall be determined by the Board (or its designee) and shall not exceed ten years from the date of grant (or five years from the date of grant, in the case of an option that is intended to meet the requirements of an incentive stock option under section 422 of the US Internal Revenue Code, as amended);

6. the exercise price of options and the base amount of Share appreciation rights issuable under the 2021 Plan shall be determined by the Board (or its designee) and shall be equal to or greater than the fair market value of a Share on the date the option or Share appreciation right is granted;
7. the Board is authorized to administer the 2021 Plan. The Board has delegated the authority to administer the 2021 Plan to the Remuneration Committee of the Company (the “**Remuneration Committee**”), except for the authority to administer awards to non-employee members of the Board. The Board or the Remuneration Committee, as applicable, will determine all of the terms and conditions applicable to awards under the 2021 Plan, including who will receive awards under the 2021 Plan and the number of Shares that will be subject to such awards; and
8. if the 2021 Plan is approved by shareholders, the approved share reserve will be granted over time with a value that will be based on a variety of factors, including market conditions and the discretion of the Board and the Remuneration Committee. Therefore, the benefits to be provided under the 2021 Plan (in the aggregate and to any single participant) are not currently determinable.

**The Meeting will be available via audiocast teleconference at the following link:**  
<https://financialhearings.com/event/43618>

Should any person eligible to vote on the Resolution have a question in respect of the 2021 Plan or the Resolution they would like to pose to the Board, this should be submitted to the Chairperson via the Company's legal counsel at: legal@smartwires.com prior to the Meeting Date, if possible. If not so submitted, such question may be raised at the Meeting.

**BY ORDER OF THE BOARD**

## **Notes to notice of Meeting**

(These notes should not be taken to be an exhaustive list of the regulations applicable to the Meeting. The full provisions are set out in the Articles.)

### **Constitution of Meeting**

1. In accordance with Regulation 11.3 of the Articles, the notice period to convene a meeting of the members of the Company is not less than twenty-eight days.
2. For the Meeting to be quorate, the holder or holders of not less than fifty-one per cent of the voting rights of the shares entitled to vote on the Resolution must be present (in person or by proxy).
3. Pursuant to Regulation 12.2(a) of the Articles, a member will be deemed to be present at the Meeting if the member participates by telephone or other electronic means.

### **Entitlement to attend and vote**

4. A person must be entered on the register of members of the Company as at 7am pacific time/10am eastern time/4pm Stockholm time on 14 December 2021 (the "**Record Date**") in order to have the right to attend and vote at the Meeting in respect of the number of shares registered in its name as at the Record Date. Changes to entries on the Company's register of members after the Record Date shall be disregarded in determining the rights of any person to attend or vote at the Meeting.

### **Voting**

5. In accordance with Regulation 12.6 of the Articles, a resolution put to the vote in the Meeting shall be decided on a show of hands by the members of the Company holding a simple majority of the voting rights of the shares entitled to vote on the Resolution.

### **Appointment of proxies**

6. A member who is entitled to attend and vote at the Meeting is entitled to appoint a proxy to attend and vote on his/her behalf, in accordance with Regulation 13 of the Articles.
7. To be valid, the completed, signed and dated instrument appointing a proxy (together with the power of attorney or other authority (if any) under which it is signed) must be produced at [legal@smartwires.com](mailto:legal@smartwires.com) (preferred) or by mail at Smart Wires Technology Ltd, Attn Legal Dept, 3292 Whipple Road, Union City, CA 94587 USA before the Meeting Date.
8. Members may appoint the Chairperson of the Meeting to act as his/her proxy.
9. You may not appoint more than one proxy to exercise rights attached to any one share.
10. Completion of the proxy form does not preclude a member from subsequently attending and voting at the Meeting in person.

## **Holders of Swedish Depositary Receipts ("SDRs")**

11. The holders of Swedish Depositary Receipts ("SDRs") may instruct Pareto Securities AB ("Pareto") (pursuant to the SDR holder voting form which is available at the Company's website [www.smartwires.com](http://www.smartwires.com) (the "Voting Form")) to:
  - (i) appoint that SDR holder as its proxy in respect of the shares relating to its underlying SDRs, in order that the SDR holder can attend the Meeting and vote the shares relating to its SDRs; or
  - (ii) appoint the Chairperson of the Meeting as its proxy to vote the shares in the Company relating to that SDR holder's underlying SDRs in accordance with the SDR holder's voting instructions.
12. Each SDR holder will need to send their completed, signed and dated Voting Form (in accordance with the instructions set out in the Voting Form), to be received by Pareto no later than 7am pacific time/10am eastern time/4pm Stockholm time on 21 December 2021.

In order for Pareto to accept the instructions of an SDR holder, the SDR holder must be entered as an SDR holder in the Swedish Depositary Receipt register, kept by the Swedish central securities depositary Euroclear Sweden, as at the Record Date. If SDRs are registered in the name of a nominee (Sw. förvaltare), the principal will need to request a temporary registration of voting rights. Any principal wanting to obtain such registration must contact the nominee regarding this in advance of the Record Date.

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## **CONTACTS**

Peter G. Wells, CEO

E-mail: [peter.wells@smartwires.com](mailto:peter.wells@smartwires.com)

Tel: +1 (510) 340-9797

Smart Wires' Certified Adviser is Erik Penser Bank AB, Apelbergsgatan 27, Box 7405, SE-103 91 Stockholm, E-mail: [certifiedadviser@penser.se](mailto:certifiedadviser@penser.se), Tel: 08-463 83 00, [www.penser.se](http://www.penser.se).

*This information is information that Smart Wires Technology Ltd is obliged to make public pursuant to the EU Market Abuse Regulation. The information in this press release has been made public through the agency of the responsible person set out above for publication at the time stated via the Company's news distributor Cision at the publication of this press release.*

## **ABOUT SMART WIRES TECHNOLOGY LTD.**

Smart Wires conducts grid technology business that helps utilize, modernize, optimize and monetize grid capacity to meet the demands and opportunities of the energy transition. The Company operates in the global transmission grid technology market and is a leader in modular power flow control technology. Power flow control technology controls and directs power flow on high voltage electric transmission systems. Smart Wires serves transmission owners, primarily electric utilities. Transmission owners use power flow controllers to eliminate line overloads by redirecting power to other lines, to reduce transmission congestion, and to enable renewable energy connection and dispatch. Currently, Smart

Wires' main projects are located in Europe, the United States and Australia with upcoming projects in South America and Canada. The Company has a large customer base comprised of utilities globally. For more information, please visit [www.smartwires.com](http://www.smartwires.com).

**Appendix 1**  
**Shareholder Communication**

## *Background*

The Board of Directors (the “Board”) of Smart Wires Technology Ltd (the “Company”) has approved a Smart Wires Technology Ltd 2021 Omnibus Incentive Compensation Plan (the “Incentive Plan”), subject to shareholder approval. Accordingly, the Board directed that the Incentive Plan be submitted to the Company’s shareholders for approval. The date on which the Company’s shareholders approve the Incentive Plan will be the Incentive Plan’s “effective date”. The Company currently maintains the Smart Wires Inc. 2011 Stock Option/Stock Purchase Plan (the “2011 Plan”). It is intended that the Incentive Plan will replace the 2011 Plan. As of November 23, 2021, there were 5,585,549 Shares subject to outstanding grants under the 2011 Plan, and 1,062,373 additional Shares available for grant under the 2011 Plan. If the Company’s shareholders approve the Incentive Plan, no further grants will be granted under the 2011 Plan, but grants outstanding under the 2011 Plan will remain outstanding in accordance with their terms and the terms of the 2011 Plan.

The Incentive Plan will enable the Company to continue its compensation program, which is intended to attract, retain and reward directors, employees, consultants, and advisors and link compensation to measures of the Company’s performance.

## *Purpose and Types of Grants*

The purpose of the Incentive Plan is to attract and retain employees, non-employee directors, consultants, and advisors of the Company and its subsidiaries. Currently, 54% of the Company’s employees are located in the US, and anticipated additional necessary hiring will further increase this percentage. It is critical to the Company’s growth to attract and retain strong candidates in the competitive US talent market. The Board believes that an equity-based incentive plan in line with market practice for comparable companies within the US is a central part of an attractive and competitive remuneration package in order to attract, retain and motivate competent employees and consultants in the Company, and to focus the participants on delivering exceptional performance which contributes to value creation for all shareholders. The Incentive Plan is an omnibus compensation plan consistent with market practice for comparable US companies, and its style will be familiar to US-based employees and recruiting candidates. The proposed program is key to attracting, retaining and motivating the highly skilled and experienced individuals in the US, Europe, and other markets who will drive the Company’s growth.

The Board further believes that the Incentive Plan will create a strong alignment of the interests of the participants and the interests of the shareholders. The Incentive Plan is adapted to the current position and needs of the Company. The Board is of the opinion that the Incentive Plan will increase and strengthen the participants’ dedication to the Company’s operations and improve Company loyalty, and that the Incentive Plan will be beneficial to both the shareholders and the Company.

The Incentive Plan is an omnibus plan consistent with market practice in the US for comparable companies. As such, it allows for the issuance of incentive stock options, non-qualified stock options, share awards, share units, share appreciation rights, and other share-based awards. The Incentive Plan is intended to provide an incentive to participants to contribute to the Company’s economic success by aligning the economic interests of participants with those of the Company’s shareholders.

## *Administration*

The Board is authorized to administer the Incentive Plan. The Board has delegated the authority to administer the Incentive Plan to the Remuneration Committee of the Company (the “Remuneration Committee”), except for the authority to administer grants to non-employee members of the Board. The Board or the Remuneration Committee, as applicable, will determine all of the terms and conditions applicable to grants under the Incentive Plan, including who will receive grants under the Incentive Plan and the number of ordinary shares of the Company with par value of US \$0.01 (“Shares”) that will be subject to such grants. The Remuneration Committee or the Board (whichever has authority with respect to a specific grant) will be referred to as the “Committee” in this description of the Incentive Plan.

## *Dilution and Determination of the Number of Shares Subject to the Incentive Plan*

As of November 23, 2021, there were 5,585,549 Shares subject to outstanding grants under the 2011 Plan, and 1,062,373 additional Shares available for grant under the 2011 Plan. If the shareholders approve the Incentive Plan, no further awards will be granted under the 2011 Plan. The Incentive Plan authorizes up to 9,700,000 Shares for issuance or transfer (subject to the adjustment provisions of the Incentive Plan (described below)), which represents an increase of 8,637,627 Shares over the existing Shares available under the 2011 Plan. The 9,700,000 Shares reserved for issuance or transfer under the Incentive Plan represent 8.26% of the Company's fully diluted Shares (including in the number of such fully diluted Shares, the Shares reserved under the Incentive Plan). When deciding on the number of Shares to be available for grants under the Incentive Plan, the Board considered a number of factors, including the Company's past Share usage, the number of Shares sufficient to satisfy obligations related to grants under existing offer letters and similar agreements, the number of Shares needed for grants to existing senior leadership team members in order to provide for market competitive compensation or to satisfy existing obligations, the number of Shares needed for future new hires and promotions, potential dilution, the expected duration of the proposed share reserve, and market analysis regarding share pools of similar companies.

### *Shares Subject to the Incentive Plan*

As described above, the Incentive Plan authorizes the issuance or transfer of up to 9,700,000 Shares. Shares subject to grants that terminate, expire or are canceled without having been exercised or otherwise paid in full will not reduce the number of Shares authorized for issuance or transfer. If any Shares are surrendered in payment of the exercise price of an option or share appreciation right, the number of Shares available for issuance or transfer under the Incentive Plan will be reduced only by the net number of Shares actually issued upon exercise and not by the total number of Shares under which such option or share appreciation right is exercised. If Shares are withheld in satisfaction of the withholding taxes incurred in connection with the issuance, vesting or exercise of any grant, or the issuance of Shares, then the number of Shares available for issuance or transfer under the Incentive Plan shall be reduced by the net number of Shares issued, vested, or exercised under such grant. If any grants are paid in cash, and not in Shares, any Shares subject to such grants will be available for future grants. In addition, Shares issued under grants made pursuant to assumption, substitution, or exchange of previously granted awards of a company that the Company acquires will not reduce the number of Shares available under the Incentive Plan. Available shares under a shareholder approved plan of an acquired company may be used for grants under the Incentive Plan and will not reduce the Share reserve, subject to compliance with securities exchange listing and the U.S. Internal Revenue Code, as amended (the "U.S. Tax Code") requirements.

### *Adjustments*

In connection with Share splits, Share dividends, recapitalizations, and certain other events affecting the Shares, the Committee will make adjustments as it deems appropriate in the maximum number and kind of shares reserved for issuance as grants; the number and kind of shares covered by outstanding grants; the kind of shares that may be issued or transferred under the Incentive Plan; the price per share or market value of any outstanding grants; the exercise price of options; the base amount of share appreciation rights; and the performance goals or other terms and conditions as the Committee deems appropriate.

### *Eligibility*

Employees of the Company and its subsidiaries are eligible to receive grants under the Incentive Plan. In addition, non-employee directors and key advisors of the Company and its subsidiaries may receive grants under the Incentive Plan.

### *Vesting*

The Committee determines the vesting and exercisability terms of grants made under the Incentive Plan.

### *Options*

Under the Incentive Plan, the Committee will determine the exercise price of the options granted and may grant options to purchase Shares in such amounts as it determines. The Committee may grant options that are intended to qualify as incentive stock options under Section 422 of the U.S. Tax Code, or non-qualified stock options, which are not

intended to so qualify. Incentive stock options may only be granted to employees of the Company and qualifying subsidiaries (determined under the U.S. Tax Code). Anyone eligible to participate in the Incentive Plan may receive a grant of non-qualified stock options. The exercise price of an option granted under the Incentive Plan cannot be less than the fair market value of a Share on the date the option is granted. If an incentive stock option is granted to a 10% shareholder, the exercise price cannot be less than 110% of the fair market value of a Share on the date the option is granted. The aggregate number of Shares that may be issued or transferred under the Incentive Plan pursuant to incentive stock options under Section 422 of the U.S. Tax Code may not exceed 9,700,000 Shares.

The exercise price for any option is generally payable in cash. In certain circumstances as permitted by the Committee, the exercise price may be paid through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the exercise price; by a net exercise of the option whereby the participant instructs the Company to withhold that number of Shares with an aggregate fair market value on the date the option is exercised equal to the exercise price; or by such other method as the Committee approves.

The term of an option cannot exceed ten years from the date of grant, except that if an incentive stock option is granted to a 10% shareholder, the term cannot exceed five years from the date of grant. In the event that on the last day of the term of a non-qualified stock option, the exercise is prohibited by applicable law, including a prohibition on purchases or sales of Shares under the Company's insider trading policy, the term of the non-qualified option will be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

Except as provided in the grant instrument, an option may only be exercised while a participant is employed by or providing service to the Company and its subsidiaries. The Committee will determine in the grant instrument under what circumstances and during what time periods a participant may exercise an option after termination of employment or service.

#### *Share Appreciation Rights*

Under the Incentive Plan, the Committee may grant share appreciation rights, which may be granted separately or in tandem with any option. When a participant exercises a share appreciation right, the participant will receive the excess of the fair market value of the underlying Share over the base amount of the share appreciation right, which will be paid in Shares, cash or both. The Committee will establish the base amount of the share appreciation right at the time the share appreciation right is granted, which will be equal to or greater than the fair market value of a Share as of the date of grant.

Share appreciation rights granted with a non-qualified stock option may be granted either at the time the non-qualified stock option is granted or any time thereafter while the option remains outstanding. Share appreciation rights granted with an incentive stock option may be granted only at the time the grant of the incentive stock option is made. If a share appreciation right is granted in tandem with an option, the number of share appreciation rights that are exercisable during a specified period will not exceed the number of Shares that the participant may purchase upon exercising the related option during such period. Upon exercising the related option, the related share appreciation rights will terminate, and upon the exercise of a share appreciation right, the related option will terminate to the extent of an equal number of Shares. Unless the Committee determines otherwise, share appreciation rights may only be exercised while the participant is employed by, or providing services to, the Company and its subsidiaries.

The term of a share appreciation right cannot exceed ten years from the date of grant. In the event that on the last day of the term of a share appreciation right, the exercise is prohibited by applicable law, including a prohibition on purchases or sales of Shares under the Company's insider trading policy, the term of the share appreciation right will be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

#### *Share Awards*

Under the Incentive Plan, the Committee may grant Share awards. A Share award is an award of Shares that may be subject to such restrictions as the Committee determines. The restrictions, if any, may lapse over a specified period of employment or based on the satisfaction of pre-established criteria, in installments or otherwise, as the Committee may determine. Except to the extent restricted under the grant instrument relating to the Share award, a participant will have all of the rights of a shareholder as to those Shares, including the right to vote and the right to receive dividends or

distributions on the Shares. All unvested share awards are forfeited if the participant's employment or service is terminated for any reason, unless the Committee determines otherwise.

#### *Share Units*

Under the Incentive Plan, the Committee may grant restricted share units to anyone eligible to participate in the Incentive Plan. Restricted share units are phantom units that represent Shares. Share units become payable on terms and conditions determined by the Committee and will be payable in cash or Shares as determined by the Committee. All unvested restricted share units are forfeited if the participant's employment or service is terminated for any reason, unless the Committee determines otherwise.

#### *Other Share-Based Awards*

Under the Incentive Plan, the Committee may grant other types of awards that are based on, measured by, or payable to, anyone eligible to participate in the Incentive Plan in Shares. The Committee will determine the terms and conditions of such awards. Other share-based awards may be payable in cash, Shares, or a combination of the two.

#### *Dividend Equivalents*

Under the Incentive Plan, the Committee may grant dividend equivalents in connection with grants of share units or other share-based awards made under the Incentive Plan. Dividend equivalents entitle the participant to receive amounts equal to ordinary dividends that are paid on the Shares underlying a grant while the grant is outstanding. The Committee will determine whether dividend equivalents will be paid currently or accrued as contingent cash obligations. Dividend equivalents may be paid in cash, in Shares, or in a combination of the two. The Committee will determine the terms and conditions of the dividend equivalent grants, including whether the grants are payable upon the achievement of specific performance goals.

#### *Change of Control*

If the Company experiences a change of control where the Company is not the surviving corporation (or survives only as a subsidiary of another corporation), unless the Committee determines otherwise, all outstanding grants that are not exercised or paid at the time of the change of control will be assumed by, or replaced with grants that have comparable terms by, the surviving corporation (or a parent or subsidiary of the surviving corporation). Unless a grant instrument provides otherwise, if a participant's employment or service is terminated by the surviving corporation without cause upon or within 12 months following a change of control, the participant's outstanding grants will fully vest as of the date of termination; provided that if the vesting of any grants is based, in whole or in part, on performance, the applicable grant instrument will specify how the portion of the grant that becomes vested upon a termination following a change in control will be calculated.

If there is a change of control and all outstanding grants are not assumed by, or replaced with grants that have comparable terms by, the surviving corporation, the Committee may take any of the following action without the consent of any participant:

- determine that outstanding options and share appreciation rights will accelerate and become fully exercisable and the restrictions and conditions on outstanding share awards, share units, and dividend equivalents immediately lapse;
- pay participants, in an amount and form determined by the Committee, in settlement of outstanding share units, or dividend equivalents;
- require that participants surrender their outstanding options, share appreciation rights or any other exercisable grant, in exchange for a payment by the Company, in cash or Shares, equal to the difference between the exercise price and the fair market value of the underlying Shares; provided, however, if the per Share fair market value does not exceed the per Share option exercise price or share appreciation right base amount, as applicable, the Company will not be required to make any payment to the participant upon surrender of the option or share appreciation right; or
- after giving participants an opportunity to exercise all of their outstanding options and share appreciation rights, terminate any unexercised options and share appreciation rights on the date determined by the Committee.

In general terms, a change of control under the Incentive Plan occurs if:

- a person, entity or affiliated group, with certain exceptions, acquires more than 50% of the Company's then issued shares;
- the Company merges into another entity unless the holders of the Company's voting securities immediately prior to the merger have at least 50% of the combined voting power of the securities in the merged entity or its parent;
- the Company sells or disposes of all or substantially all of the Company's assets; or
- a plan of complete liquidation or dissolution is consummated.

#### *Deferrals*

The Committee may permit or require participants to defer receipt of the payment of cash or the delivery of Shares that would otherwise be due to the participant in connection with a grant under the Incentive Plan. The Committee will establish the rules and procedures applicable to any such deferrals, consistent with the requirements of Section 409A of the U.S. Tax Code, if applicable.

#### *Withholding*

All grants under the Incentive Plan are subject to applicable tax withholding requirements. The Company may require participants or other persons receiving grants or exercising grants to pay an amount sufficient to satisfy such tax withholding requirements with respect to such grants, or the Company may deduct from other wages and compensation paid by the Company the amount of any withholding taxes due with respect to such grant.

The Committee may permit or require that the applicable withholding tax liability with respect to grants paid in Shares be paid by having Shares withheld up to an amount that does not exceed the participant's applicable withholding tax liability, as determined by the Committee. In addition, the Committee may, in its discretion, and subject to such rules as the Committee may adopt, allow participants to elect to have such Share withholding applied to all or a portion of the applicable withholding tax liability arising in connection with any particular grant.

#### *Transferability*

Except as permitted by the Committee with respect to non-qualified stock options, only a participant may exercise rights under a grant during the participant's lifetime. Upon death, the personal representative or other person entitled to succeed to the rights of the participant may exercise such rights. A participant cannot transfer those rights except by will or by the laws of descent and distribution or, with respect to grants other than incentive stock options, pursuant to a domestic relations order. However, the Committee may provide in a grant instrument that a participant may transfer non-qualified stock options to family members, or one or more trusts or other entities for the benefit of or owned by family members, consistent with applicable securities laws.

#### *Amendment; Termination*

The Board may amend or terminate the Incentive Plan at any time, except that the Company's shareholders must approve an amendment if such approval is required in order to comply with the U.S. Tax Code, applicable laws, or applicable stock exchange requirements. Unless terminated sooner by the Board or extended by the Board, the Incentive Plan will terminate on the day immediately preceding the tenth anniversary of the effective date of the Incentive Plan.

#### *Establishment of Sub-Plans*

The Board may, from time to time, establish one or more sub-plans under the Incentive Plan to satisfy applicable securities or tax laws of various jurisdictions. The Board may establish such sub-plans by adopting supplements to the Incentive Plan setting forth limitations on the Committee's discretion and such additional terms and conditions not otherwise inconsistent with the Incentive Plan as the Board will deem necessary or desirable. All such supplements will be deemed part of the Incentive Plan, but each supplement will only apply to participants within the affected jurisdiction.

#### *Clawback*

Subject to applicable law, the Committee may provide in any grant instrument that if a participant breaches any restrictive covenant agreement between the participant and the Company or its subsidiaries, or otherwise engages in activities that constitute cause (as defined in the Incentive Plan) either while employed by, or providing services to, the Company and its subsidiaries or within a specified period of time thereafter, all grants held by the participant will terminate, and the Company may rescind any exercise of an option or share appreciation right and the vesting of any other grant and delivery of Shares upon such exercise or vesting, as applicable on such terms as the Committee will determine, including the right to require that in the event of any rescission:

- the participant must return the Shares received upon the exercise of any option or share appreciation right or the vesting and payment of any other grants; or
- if the participant no longer owns the Shares, the participant must pay to the Company the amount of any gain realized or payment received as a result of any sale or other disposition of the Shares (if the participant transferred the Shares by gift or without consideration, then the fair market value of the Shares on the date of the breach of the restrictive covenant agreement or activity constituting cause), net of the price originally paid by the participant for the Shares.

The Committee may also provide for clawbacks pursuant to a clawback policy, which the Board may in the future adopt and amend from time to time. Payment by the participant will be made in such manner and on such terms and conditions as may be required by the Committee. The Company will be entitled to set off against the amount of any such payment any amounts that the Company otherwise owes to the participant.

#### *Preparation of the Proposal*

The Incentive Plan has been initiated by the Board. It has been reviewed and approved by the Remuneration Committee and the Board. It has been structured based on an evaluation of prior incentive programs and market practice for US comparable companies.

#### *Costs of the Incentive Plan*

In the event that the Incentive Plan is approved by shareholders, the approved share reserve will be granted over time with a value that will be based on a variety of factors, including market conditions and the discretion of the Committee. Therefore, the benefits to be provided under the Incentive Plan (in the aggregate and to any single participant) are not currently determinable.