

(Registered 9 April 2021)

## **Articles of Association of STOCKMANN plc**

*(Translation from the official Finnish text)*

### **Article 1 Business name and domicile**

The Company's business name is STOCKMANN Oyj Abp, in English STOCKMANN plc, and it is domiciled in Helsinki.

### **Article 2 Line of business**

The Company's line of business is to engage in department store operations, mail order sales and other retail trade as well as in business operations and services connected with them. The Company can engage in financing and investment operations and the restaurant business. The Company may conduct its operations either directly or through its subsidiaries or affiliated companies. The Company may also manage common tasks of its group companies, such as administrative services or financing, either directly as the parent company or through its subsidiaries.

### **Article 3**

The Company has a single class of shares. Each share shall carry one (1) vote at a general meeting of shareholders. The Company's shares belong to the book-entry system.

### **Article 4 Board of Directors**

The Company's Board of Directors shall have a minimum of five and a maximum of nine members.

The term of office of a member of the Board of Directors shall commence from the Annual General Meeting at which the director was elected and end at the close of the next Annual General Meeting.

The Board of Directors shall elect from amongst its number a Chairman and a Vice Chairman for one year at a time.

The Board of Directors shall have a quorum when more than half of its members are in attendance. Decisions shall be made on the majority principle. In the event of a tie, the Chairman shall have the casting vote. However, if the voting results in a tie when electing the Chairman of the Board of Directors, the election shall be decided by casting lots.

### **Article 5 Managing Director**

The Company shall have a Managing Director appointed by the Board of Directors, who shall be in charge of the Company's running administration in accordance with the instructions and regulations issued by the Board of Directors.

### **Article 6 Representing the Company**

The Company shall be represented by the Chairman of the Board of Directors and the Managing Director, each separately, as well as by two members of the Board of Directors together.

The Board of Directors can authorize specifically designated persons to represent the Company such that they represent the Company's business name alone or two together, or each separately together with a member of the Board of Directors.

The Board of Directors shall decide on the Company's rights of procuration. Procuration can be granted only in such a way that the holders of the right of procuration represent the Company together with another holder of procuration, with a member of the Board of Directors or with a person to whom the Board of Directors has given the right to represent the Company jointly with another person.

### **Article 7 Auditors**

The Company shall have a minimum of one and a maximum of three auditors and they shall have a minimum of one and a maximum of three deputies. Insofar as a firm of auditors authorized by the Central Chamber of Commerce is elected as the auditor, a deputy auditor need not be elected.

The term of office of the auditors shall begin from the General Meeting at which they were elected and end at the close of the next Annual General Meeting.

### **Article 8 Financial year**

The Company's financial year is the calendar year.

### **Article 9 Annual General Meeting**

The Annual General Meeting shall be held each year before the end of June.

### **Article 10 Notice of a General Meeting**

AA notice convening an Annual General Meeting of Shareholders shall be published in a newspaper which is determined by the Board of Directors and comes out in the Helsinki area or on the Company's internet site, no more than three months before the record date for the Annual General Meeting of Shareholders referred to in chapter 4, section 2(2) of the Companies Act and no less than three weeks before the Annual General Meeting of Shareholders, however, at least nine days before the said record date.

### **Article 11 Right to vote and registration to attend a General Meeting**

A shareholder shall exercise his right to vote at a General Meeting personally or via a proxy.

In order to participate in a General Meeting, a shareholder who has been entered in the Shareholder Register must notify the Company of his intention to attend the meeting at the time and place mentioned in the notice of meeting. The date of notification can be no earlier than ten (10) days before the meeting.

### **Article 12 Passing of resolutions at a General Meeting**

A General Meeting shall be opened by the Chairman or Vice Chairman of the Board of Directors or, if they are unable to attend, by the Managing Director. The chairman of a General Meeting shall be elected by the General Meeting. Unless otherwise provided for in the Companies Act, resolutions at a General Meeting shall be passed by a simple majority of the votes. In elections, the person who has received the most votes is deemed to have been elected. In the event of a tie, the Chairman shall have the casting vote, except in elections, when lots will be cast.

The Chairman of the meeting shall determine the method of carrying out a ballot.

### **Article 13 Business of the Annual General Meeting**

The business of the Annual General Meeting is

the presentation of

- 1 the financial statements and the Report of the Board of Directors;
- 2 the Auditors' Report;

decision on

- 3 adoption of the financial statements;
- 4 the use of the profit shown on the Balance Sheet
- 5 granting of release from liability to the members of the Board of Directors and the Managing Director;
- 6 the remuneration of the members of the Board of Directors;
- 7 the remuneration of the auditors;
- 8 the number of members of the Board of Directors;
- 9 the number of auditors and their deputies;
- 10 other matters mentioned in the notice of meeting;

election of

- 11 the members of the Board of Directors;
- 12 the auditors and their deputies.

### **Article 14 Pre-emptive purchase obligation**

A shareholder whose proportion of all the Company's shares or the number of votes conferred by the shares either alone or together with other shareholders as defined hereinafter reaches or exceeds  $33 \frac{1}{3}$  per cent of 50 per cent (the Obligated Shareholder - i.e. the shareholder obliged to make a pre-emptive purchase), is liable, at the demand of the other shareholders (the Entitled Shareholders - i.e. the shareholders entitled to sell their shares by way of pre-emption) to purchase their shares and the securities which according to the Companies Act give title to them, in the manner specified in this article.

In calculating a shareholder's proportion of the Company's shares and the votes they confer, also those shares shall be counted which belong

- to a corporate body which under the Companies Act belongs to the same group as the shareholder,
- to a company which, in preparing consolidated financial statements according to the Accounting Act, is counted as belonging to the same group as the shareholder,

- to a pension foundation or pension fund of the corporate bodies or companies as specified above, and
- to a corporate body or company other than a Finnish one, which - if it were Finnish - would under the Accounting Act belong to the same group as the shareholder as defined above.

In so far as the purchase obligation arises on the basis of aggregate ownership stakes or numbers of votes, the Obligated Shareholders shall be liable jointly and severally to make a pre-emptive purchase in respect of the Entitled Shareholders. In such a situation the pre-emptive purchase demand is deemed to be directed, even without a separate demand, at all the Obligated Shareholders.

In so far as two shareholders reach or exceed the ownership or voting rights threshold entailing an obligation to make a pre-emptive purchase such that both bear the purchase obligation simultaneously, an Entitled Shareholder can demand a pre-emptive purchase from both separately.

The pre-emptive purchase obligation does not apply to shares or warrants which a shareholder demanding a pre-emptive purchase has acquired after the pre-emptive purchase obligation has arisen.

#### *Pre-emptive purchase price*

The price of a pre-emptive purchase of shares is the higher of the following:

- a) the weighted average of the trading prices of the shares during the last ten (10) trading days on Helsinki Exchanges before the day when the Company received from the Obligated Shareholder notice of reaching or exceeding the above-specified ownership or voting rights threshold or, should said notice be lacking or fail to arrive by the deadline, the day when the Company's Board of Directors otherwise received word of it;
- b) the average price, weighted by the number of shares, which the Obligated Shareholder has paid for the shares which he has purchased or otherwise received during the last twelve (12) months preceding the date referred to above.

If an acquisition of title affecting the average price is denominated in foreign currency, its countervalue will be calculated in euros according to the exchange rate confirmed for said currency by the European Central Bank seven (7) days before the day on which the Board of Directors notifies the shareholders of the possibility of a pre-emptive purchase of shares.

The above provisions concerning the determination of the pre-emptive purchase price for shares shall also be applied to other securities subject to a pre-emptive purchase.

#### *Pre-emptive purchase procedure*

Within seven (7) days of the date when the obligation to exercise a pre-emptive purchase has arisen, the Obligated Shareholder shall notify the Company's Board of Directors thereof in writing at the Company's address. The notification shall contain particulars of the number of shares held by the Obligated Shareholder, specified by share series, as well as the numbers and prices of the shares, by share series,

which the Obligated Shareholder has purchased or otherwise received during the past twelve (12) months. The notification shall state the address at which the Obligated Shareholder can be reached.

The Board of Directors shall inform shareholders that a pre-emptive purchase obligation has arisen within 45 days of the date when it has received notification as stated above or, in the absence of said notification or if it fails to arrive by the deadline, when the Board has otherwise received word that a pre-emptive purchase obligation has arisen. The notification shall contain particulars of the date when the purchase obligation arose and the grounds for determining the pre-emptive purchase price to the extent that the Board has knowledge of them as well as the final date when a demand to exercise pre-emption must be made. Notification to shareholders shall be made in accordance with the provisions of Article 11 of the Articles of Association concerning the delivery of a notice of meeting.

An Entitled Shareholder shall demand the exercise of pre-emption in writing within 30 days of announcement of the Board's notice concerning the obligation to make a pre-emptive purchase. The pre-emptive purchase demand which is delivered to the Company must set forth the number of those shares and other securities which the demand concerns. The shareholder demanding a pre-emptive purchase shall at the same time deliver to the Company any share certificates or other documents entitling him to receive shares so that these can be handed over to the Obligated Shareholder against the pre-emptive purchase price.

In so far as a demand has not been presented by the deadline in the manner specified above, a shareholder's right to demand a pre-emptive purchase shall lapse in respect of said pre-emption situation. An Entitled Shareholder shall have the right to cancel his demand as long as the pre-emptive purchase has not taken place.

Upon expiry of the fixed period reserved for Entitled Shareholders, the Board of Directors shall inform the Obligated Shareholder of the pre-emptive purchase demands that have been presented. The Obligated Shareholder shall, within 14 days of having received notification of pre-emptive purchase demands, remit the pre-emptive purchase price in the manner specified by the Board of Directors against transfer of the shares and their warrants or, in so far as the shares to be purchased through pre-emption are registered in book-entry accounts of the respective shareholders, against a receipt issued by the Company. In this case the Company must see to it that the pre-emptive purchaser is registered immediately in the relevant book-entry account as the owner of the shares purchased through pre-emption.

A pre-emptive purchase price which has not been remitted by the deadline will be subject to penalty interest of 16 per cent per annum counting from the day when the pre-emptive purchase should have been carried out at the latest. Should an Obligated Shareholder furthermore fail to observe the above provisions concerning the duty to inform, the penalty interest will be counted from the day when the duty to inform should have been complied with at the latest.

Should the Obligated Shareholder neglect to comply with the provisions of this article, the shares owned by the Obligated Shareholder and the shares which are taken into account in calculating the proportion based on the pre-emptive purchase obligation

in the manner described above in this article shall confer the right to vote at general meetings of the Company's shareholders, unless otherwise provided for in mandatory legislation, only to the extent that the number of votes conferred by the shares is less than one third (1/3) or, correspondingly, less than 50 per cent of the aggregate number of votes conferred by all the Company's shares.

#### *Other provisions*

The obligation to make pre-emptive purchase pursuant to this article does not apply to a shareholder who can demonstrate that the ownership or voting rights threshold entailing the purchase obligation has been reached or exceeded before this provision of the Articles of Association has been entered in the Trade Register.

Disputes arising out of the above-described pre-emptive purchase obligation, the associated right to demand a pre-emptive purchase or the amount of the pre-emptive purchase price shall be settled through arbitration in the locality where the Company is domiciled in accordance with the regulations of the Arbitration Act (967/92). The arbitration procedure shall be governed by Finnish law.

#### **Article 15 Arbitration clause**

A dispute between the Company, on the one hand, and the Board of Directors, a member of the Board of Directors, the managing director, an auditor or a shareholder, on the other hand, shall be settled through arbitration in accordance with the Arbitration Act.