

## TERMS AND CONDITIONS FOR THE RESTRICTED SHARE UNIT PLAN BOARD OF DIRECTORS

The Nomination Committee of Nexstim Plc has resolved to propose to the Annual General Meeting of Nexstim Plc (the “**Company**”) that a restricted share unit plan (the “**Plan**”) be implemented to selected members of the Board of Directors of the Company (the “**Board**”), on the following terms and conditions:

### 1 OBJECTIVES OF PLAN

The Plan shall be established to complement the compensation of selected members of the Board (“**Participants**”). The Participants are independent of the Company. The aim is to align the objectives of the shareholders and the Participants in order to increase the long-term value of the Company and to offer the Participants a reward plan based on receiving and accumulating the Company’s shares (“**Share(s)**”). Participating in the Plan shall not affect other possible terms and conditions of a mandate as a member of the Board.

### 2 DETERMINATION OF REWARD AND VESTING PERIOD

The Plan offers Participants the opportunity to receive restricted share units (“**Restricted Share Units**” or “**RSUs**”) as a reward. Under the Plan, one (1) Restricted Share Unit corresponds to one (1) Share. The prerequisite for payment of the reward is that the Participant’s mandate as a member of the Board remains in force on the last day of the Vesting Period, unless otherwise determined in Sections 3.4 and 5.4 below.

The Plan includes one (1) vesting period for the term of office 2026-2027, calculated from the Annual General Meeting 2026 to the Annual General Meeting 2027 (the “**Vesting Period**”).

The Annual General Meeting of the Company shall determine the amount of gross reward to be granted under the Plan separately for each Participant. The granted reward shall be determined either as a number of Restricted Share Units or in cash. Any reward determined in cash shall be converted into Restricted Share Units at the beginning of the Vesting Period.

The aggregate maximum number of RSUs granted under the Plan and the maximum number of Shares deliverable under the Plan shall at all times be within the limits of a valid share issue or treasury share authorization granted by the General Meeting in accordance with Chapter 9 of the Finnish Limited Liability Companies Act.

The conversion into Restricted Share Units shall be based on the trade volume weighted average quotation (VWAP) of the Share on Nasdaq Helsinki Ltd during the twenty (20) trading days following the release date of the Company’s financial statements in 2026.

### 3 REWARD PAYMENT

The reward from the Plan shall be paid to a Participant in Shares after the end of the Vesting Period.

The reward shall be paid within four (4) weeks of the Annual General Meeting of Shareholders of the Company in 2027.

Shares delivered under the Plan may consist of treasury shares held by the Company, shares acquired from the market, or newly issued shares pursuant to a valid authorization granted by the General Meeting in accordance with Chapter 9 of the Finnish Limited Liability Companies Act.

### 3.1 Taxes

The reward from a Vesting Period shall mean a gross number of Restricted Share Units before the deduction of any applicable taxes. Taxes and employment related expenses to be withheld in connection with the reward payment shall be accordant with the legislation in force (“Tax”/“Taxes”).

The payable reward shall consist of a net number of Shares, remaining after the deduction of a cash proportion that is required for covering the Taxes due on the basis of the gross reward (“**Net Shares**”). The Company shall withhold Taxes from the cash proportion of the reward according to law in force. The transfer tax related to the payment of the Net Shares shall be deducted from the cash proportion of the reward and settled by the Company.

Despite any withholding of Taxes by the Company, each Participant shall, in his or her own personal taxation, be personally liable for any residual and final Tax payable based on the reward, in accordance with the applicable laws.

The Company shall not be liable for any adverse tax consequences arising from accelerated vesting or payment pursuant to Section 3.4.

The reward shall not be regarded as pensionable salary and it shall not result in person accrual, unless otherwise required by mandatory provisions of law in an individual country in which a Participant resides.

### 3.2 Payment of Reward

The Net Shares shall be registered on the Participant’s Finnish book-entry account.

The value of the Net Shares and the cash proportion shall be determined on the basis of the Share price on the book-entry registration date of the Net Shares. The Share price shall be the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd of the exchange transactions closed on the registration date of the Net Shares. If the book-entry registration date is not trading day or if the Share has not been traded on the book-entry registration date, the Share price shall be the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd of the exchange transactions closed on the date nearest preceding the book-entry date of the Net Shares.

### 3.3 General Reward Payment Clauses

The right to reward is personal, and the reward shall only be paid to a Participant. The right to reward may not be assigned.

No Shares shall be delivered at a time when such delivery would be prohibited under applicable insider or market abuse regulations.

For the avoidance of doubt, if a Participant qualifies as a person discharging managerial responsibilities within the meaning of MAR, no delivery of Shares shall be made during a closed period referred to in Article 19(11) of MAR, unless an applicable exemption under MAR applies.

Participants remain individually responsible for complying with all applicable insider dealing prohibitions and transaction reporting obligations under MAR and the Finnish Securities Markets Act. The Company shall make the notifications and public disclosures required of it pursuant to Article 19 of MAR and the Finnish Securities Markets Act within the applicable statutory deadlines.

Upon reward payment, the Board shall have the right, for very weighty reasons, to resolve that the Company pays the reward fully or partly in cash, on the basis of the trade volume weighted average quotation of the Share on Nasdaq Helsinki Ltd of the calendar month preceding the

reward payment date. In this case, the Board shall have the right to obligate a Participant to acquire Shares with the amount of paid net reward.

### **3.4 Reward Payment Clauses in Certain Cases**

A General Meeting of Shareholders shall have the right to reduce the rewards agreed in the Plan or postpone the reward payment to a later date that better suits the Company, if changes that are beyond the Company's control might lead to a materially harmful or unreasonable outcome for the Company while applying the Plan.

If, after the beginning of the Vesting Period and before the reward payment, a shareholder acquires ownership in the Company of at least fifty (50) per cent of the shares and votes of the Company (a "**Change of Control**"), the granted reward shall vest and be paid within four (4) weeks of the completion of the Change of Control transaction. For the avoidance of doubt, Change of Control shall also be deemed to occur if a mandatory public tender offer obligation arises pursuant to Chapter 11, Section 19 of the Finnish Securities Markets Act.

Accelerated vesting pursuant to this Section 3.4 shall be conditional upon the Participant remaining a member of the Board until the completion of the Change of Control transaction, unless the Participant's mandate terminates as a direct consequence of such transaction.

A third party is a shareholder who/which at the time of the Annual Shareholder's Meeting held in 2026 is not an owner of the Company, the owner's family member or relative or company under the authority of these people, or who belongs to the personnel of the Company or of a corporation belonging to the same Group.

### **3.5 Expiry of Board Mandate**

Should a Participant cease to be a member of the Board before the end of a Vesting Period, no reward shall be paid to him or her, unless otherwise provided in Section 3.4 or 5.4.

## **4 SHAREHOLDER RIGHTS TO RECEIVED SHARES**

The shareholder rights to the Shares registered on the book-entry accounts of the Participants shall be assigned to the Participants on the book-entry registration date of the Share transfer. If the Shares to be given are new, the share-related rights shall arise upon the entry of the Shares into the Trade Register in accordance with the Finnish Limited Liability Companies Act.

Any transfer, sale, pledge or other disposal of Shares received under the Plan shall at all times remain subject to applicable insider dealing prohibitions, closed periods and other restrictions under MAR, the Finnish Securities Markets Act and the Company's insider guidelines. Nothing in this Plan shall be interpreted as permitting a transaction that would be prohibited under such regulations.

## **5 ADJUSTMENTS IN CERTAIN CASES**

### **5.1 Dividend and Other Distribution of Assets**

Should the Company resolve to distribute dividends or assets from reserves of unrestricted equity or resolve to reduce its share capital by distributing share capital to the shareholders, or resolve to reduce its share premium fund by distributing funds from the share premium fund to the shareholders, after the beginning of a Vesting Period and before the reward payment, deviating from the Company's normal practice, the Board shall resolve on adjustments to the number of Restricted Share Units or Shares of the granted reward or the reward so that the position of a Participant is kept equal relative to that of a shareholder.

## **5.2 Acquisition of Own Shares**

Acquisition or redemption of the Company's own shares or acquisition of stock options or other special rights entitling to Shares shall not affect the Plan.

## **5.3 Share Issues**

Should the Company, after the beginning of a Vesting Period and before the reward payment, resolve on an issue of shares or an issue of stock options or other special rights entitling to shares so that the shareholders have pre-emptive subscription rights, the Board shall resolve on potential adjustments to the number of Restricted Share Units or Shares of the granted reward or the reward so that the position of a Participant is kept equal relative to that of a shareholder.

## **5.4 Merger, Demerger and Redemption of Shares**

In the following cases, the granted reward shall be converted into money by multiplying the number of Restricted Share Units or Shares of the granted reward or reward by the merger or demerger consideration or by the redemption price, and the reward shall fully be paid in cash. The reward shall be paid on the date resolved by the Board, within four (4) weeks of the General Meeting of Shareholders that resolved on the merger or demerger, or within four (4) weeks of the arbitration judgement on the redemption, however, no later than the original reward payment date. The cases shall be the following:

- A resolution by the Company, after the beginning of a Vesting Period and before the reward payment, on a merger with another company as a merging company or with a company to be formed in a combination merger,
- A resolution by the Company, after the beginning of a Vesting Period and before the reward payment, on a full demerger,
- A redemption right and obligation to all of the Company's shares, as referred to in Chapter 18, Section 1 of the Finnish Limited Liability Companies Act, arising, after the beginning of a Vesting Period and before the reward payment, to any of the shareholders, on the basis that a shareholder possesses over ninety (90) per cent of the shares and the votes of the shares of the Company.

For the avoidance of doubt, if any of the events described in this Section 5.4 constitutes a Change of Control within the meaning of Section 3.4, Section 3.4 shall apply to the extent more favorable to the Participant.

In these cases, the rights relating to the relevant Vesting Period shall expire upon payment of the converted cash reward.

## **6 ADMINISTRATION OF PLAN**

The General Meeting of Shareholders shall resolve on all essential matters relating to the Plan.

When the need arises, the Board may propose to the General Meeting of Shareholders of the Company that it would authorize the Board to resolve on an acquisition of own shares, to the number needed for the Plan, as referred to in the Finnish Limited Liability Companies Act. When the need arises, the Board may also propose to the General Meeting of Shareholders of the Company that it would authorize the Board to resolve on a share issue, to the number needed for the Plan, as referred to in the Finnish Limited Liability Companies Act.

## **7 AMENDMENT OF PLAN TERMS AND CONDITIONS**

During a Vesting Period, a General Meeting of Shareholders of the Company may, for very weighty reasons, amend the terms and conditions of the Plan. The terms and conditions shall be

amended in such a manner that no considerable unjust enrichment or injustice shall occur to a Participant, due to amending the terms and conditions.

A General Meeting of Shareholders of the Company may, to the extent deemed necessary by it, change, amend or deviate from these terms and conditions in relation to individual Participant, in relation to Participants residing in a specific country or in relation to the Participants in general in order to adjust the Plan or its terms and conditions, including with retroactive effect from the beginning of an ongoing Vesting Period, in order to adjust or conform to the provisions of local laws, regulations or taxation practices or to the changes thereof or in order to mitigate, avoid or eliminate the impact of increased costs resulting from such change.

For the purposes of this Plan, “very weighty reasons” shall mean circumstances which materially affect the Company’s financial position, regulatory status, corporate structure or ability to continue the Plan as originally intended.

## **8 APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

These terms and conditions shall be governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to this Plan, or the breach, termination of validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be Finnish or English.

These terms and conditions have been prepared in English. In case of any discrepancy between potential translations and the English version, the English language shall prevail.