

Villkor utgivna av dotterbolaget
Sonetel Software Ltd Pvt i Indien,
till dess anställda

Terms and conditions for the ESOP issue

1. The right to subscribe for the employee stock options (“Options”) shall be the employees in Sonetel Software Services PVT LT (the “Participants”)
2. The Options will be granted without consideration to the Participants.
3. Total number of options to be granted
 - a. The maximum number of shares which shall be subject to Options under ESOP SCHEME 2021, shall be 3.00% of the total number of shares and number of votes in the Sonetel AB (the “Company”) at the time for this convening i.e., 132 700 number of Equity Shares. Consequent to the issue of the ESOP the total Company’s share capital shall not be increased with more than SEK 33 175 post exercise of all the options.
 - b. Each Option entitles the holder to acquire one (1) share in the Company during the period commencing on 1 January 2024 up to and including 29 February 2024 at an exercise price corresponding to 100 percent of the volume-weighted average price for the Company’s share on Nasdaq First North during the period commencing on 1 October 2020 up to and including 17 December 2020. However, the exercise price may not be less than the shares quota value of SEK 0.25. Day without quotation price shall not be included.
 - c. Vested Options that lapse due to non-exercise or unvested Options that get cancelled due to resignation of the employees or otherwise, would be available for re-grant at a future date.
4. Identification of classes of employees entitled to participate in the Employee Stock Option Scheme(s)
 - a. All eligible employees of Sonetel Software Services PVT LT (“Sonetel Software”) but excluding the promoters of the Company, as may be decided by the Company from time to time would be entitled to be granted Options under the ESOP scheme(s).
5. Transferability of Options
 - a. The Options granted to an employee will not be transferable to any person and shall not be pledged, hypothecated, mortgaged or otherwise alienated in any manner. However, in the event of the death of a holder while in employment, the right to exercise all the Options granted to him till such date shall be transferred to his legal heirs or nominees.
6. Requirements of vesting and period of vesting
 - a. The Options granted shall vest so long as the employee continues to be in the employment of Sonetel Software. The Company may, at its discretion, lay down certain performance metrics on the achievement of which the granted options would vest, the detailed terms and conditions relating to such performance-based vesting, and the proportion in which options granted would vest (subject to the minimum and maximum vesting period as specified below).
 - b. The Options entitle the Participants to acquire shares during the period commencing on 1 January 2024 up to and including 29 February 2024.
 - c. Approximately 73 000 of the Options are not subject of a vesting period. The remaining Options are subject to the vesting period of maximum three (3) years from the date of grant of Options.
7. Exercise Price
 - a. The Options entitles the Participants to acquire one (1) share in the Company at an exercise price corresponding to 100 percent of the volume-weighted average price for the Company’s share on Nasdaq First North during the period commencing on 1 October 2020 up to and including 17 December 2020. However, the exercise price may not be

less than the shares quota value of SEK 0.25. Day without quotation price shall not be included.

8. Exercise period and the process of exercise
 - a. The exercise period will commence 1 January 2024 up to and including 29 February 2024.
 - b. The Participants' right to be granted Options shall be differentiated with reference to position, responsibility and working performance in the group. Each Participant may, however, not be granted more than 40 233 Options each.
 - c. The Options will be exercisable by the employees by a written application to the Board of the Company to exercise the Options in such manner and on execution of such documents, as may be prescribed by the Company from time to time.
 - d. The Options will lapse if not exercised within the specified exercise period.
9. Process for determining the eligibility of the employees for ESOP
 - a. The process for determining the eligibility of the employee will be specified by the Company and will be based on criteria such as role/designation of the employee, length of service with the company, past performance record, future potential of the employee and/or such other criteria that may be determined by the Board of the Company, at its sole discretion.
10. Maximum number of options to be issued per employee and in aggregate
 - a. The number of Options that may be granted to any specific employee under the scheme shall not exceed 40 233 shares of the issued capital of the Company at the time of grant of Options.
11. Disclosure and accounting policies
 - a. The Company shall comply with the applicable disclosure and the accounting policies prescribed as per relevant accounting standards.
12. Lock - in
 - a. The shares shall not be subject to lock-in period pursuant to exercise of an Option.