

# IDEX Biometrics ASA

## 2026 Subscription Rights Incentive Plan

*Adopted by the Annual General Meeting on 29 May 2026, on the proposal of the Board of Directors, in accordance with section 11-12 of the Norwegian Public Limited Liability Companies Act (the “PLCA”).*

### 1. Purpose

The 2026 Subscription Rights Incentive Plan (the “Plan”) is established by IDEX Biometrics ASA (the “Company”) to attract, retain and motivate employees, individual contractors and other key contributors to the Company and its subsidiaries, and to align their interests with the long-term interests of the Company’s shareholders.

The Plan is governed by Norwegian law and shall be interpreted in accordance with section 11-12 of the PLCA. All subscription rights granted under the Plan (“Options”) cover previously unissued shares and qualify as independent subscription rights under Norwegian law.

### 2. Definitions

“**AGM**” means the Annual General Meeting of the Company held on 29 May 2026.

“**Board**” means the Board of Directors of the Company.

“**Change of Control**” means (i) any person or group acquiring directly or indirectly more than 50% of the voting shares of the Company; (ii) a merger, demerger or similar transaction following which the Company’s shareholders immediately before the transaction hold less than 50% of the voting power of the surviving entity; or (iii) a sale or other disposal of all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis.

“**Fair Market Value**” means, on any given date, the volume-weighted average price of the Company’s share on Oslo Stock Exchange over the ten (10) trading days immediately preceding that date, or such other price as the Board determines in good faith if the share is not readily traded.

“**Grant Date**” means the date on which the Board resolves to grant an Option to a Participant.

“**Group**” means the Company and its subsidiaries from time to time.

“**MAR**” means Regulation (EU) No. 596/2014 on market abuse, as incorporated into Norwegian law.

“**Option**” means a subscription right granted under the Plan in accordance with section 11-12 of the PLCA, entitling the holder to subscribe for one new share in the Company on the terms set out in the Plan and the relevant Award Agreement.

“**Participant**” means an employee, board member, consultant or other individual contractor to whom an Option has been granted under the Plan.

“**Termination**” means the cessation of the Participant’s employment, board service or contractor relationship with any member of the Group, for any reason, on the expiry of any applicable contractual or statutory notice period.

“**Vesting Commencement Date**” means, unless otherwise determined by the Board, the latest of 15 January, 15 April, 15 July or 15 October preceding the Grant Date. The vesting schedule is intended to balance short-term incentive effect with long-term retention.

### 3. Administration

The Plan is administered by the Board. The Board has full authority, within the framework of the AGM resolution and applicable law, to:

- select Participants and determine the number of Options granted to each;
- set the terms of each grant, including exercise price, vesting and exercise conditions;
- interpret the Plan and any Award Agreement, and resolve any questions arising under it;
- amend, waive or accelerate the terms of outstanding Options, subject to clause 11; and
- adopt rules and procedures for the proper administration of the Plan.

Decisions of the Board are final and binding. The Chief Operating Officer of the Company serves as the day-to-day contact for the Plan.

### 4. Authorised number of Options

The maximum number of Options that may be outstanding under the Plan at any time is 7,480,893 (the “Plan Reserve”), as authorised by the AGM.

In addition, the aggregate number of outstanding subscription rights granted by the Company under this Plan and all prior subscription right programmes shall at no time exceed 10% of the registered share capital of the Company.

If an Option lapses, expires or is cancelled without having been exercised, the underlying shares again become available for grant under the Plan.

### 5. Eligibility

The Board may grant Options to (i) employees of any member of the Group, and (ii) individual contractors performing similar work for any member of the Group. Options shall be granted only to natural persons in their personal capacity, and shall not be granted to companies, holding entities or other legal persons. Members of the Board are not eligible for grants under this Plan in their capacity as board members; any equity-based remuneration to board members for board duties shall be addressed separately and approved by the General Meeting where required by law.

### 6. Exercise price

The exercise price per share shall be set by the Board on the Grant Date and shall, as a main rule, be the greater of (i) the average closing price of the Company’s share as reported by Oslo Børs over the ten (10) trading days immediately preceding the Grant Date, and (ii) the closing price of the Company’s share as reported by Oslo Stock Exchange on the trading day immediately preceding the Grant Date.

In its sole discretion and in cases of particular circumstances, the Board may set an exercise price below the level determined under the preceding paragraph, provided that the exercise price shall in no event be lower than the par value of the share (NOK 1.00). The maximum aggregate number of shares that may be issued on exercise of Options granted with a discounted exercise price shall not exceed 10% of the total number of Options granted under the Plan.

### 7. Vesting

As a main rule, and unless the Board determines otherwise in the Award Agreement, Options vest at the rate of 25% per year over four years, with the first 25% vesting on the first anniversary of the Vesting

Commencement Date and a further 25% on each of the following three anniversaries, in each case subject to the Participant's continued service with the Group through the relevant vesting date.

The Board may, in its discretion and where considered appropriate to balance short-term incentive effect with long-term retention, determine an alternative vesting schedule for any individual grant. This includes, without limitation, vesting in quarterly increments over a period of three or more years, treating part of the grant as vested at the Grant Date in recognition of prior service, and attaching performance conditions, milestones or other criteria to vesting.

## **8. Term and exercise**

No Option may be exercised after the fifth anniversary of the AGM resolution adopting this Plan, i.e. no later than 29 May 2031, regardless of Grant Date. Each Option is otherwise subject to earlier termination under clause 9.

Vested Options may be exercised by delivery of a written exercise notice to the Company together with payment of the exercise price in cash, by bank transfer or by such other method as the Board may permit (including net settlement against shares to be issued or, where the Board so determines, cash settlement in accordance with clause 12).

Exercise is only permitted in trading windows opened by the Company. In accordance with MAR, persons discharging managerial responsibilities and other primary insiders may not exercise Options during the 30 calendar days preceding the publication of the Company's interim or annual financial reports, or otherwise in breach of the Company's Insider Manual. The exercise period of any Option that would otherwise expire during a closed period is extended until the end of the first open trading window thereafter, but in no event beyond 29 May 2031.

## **9. Effect of Termination**

Unless otherwise set out in the Award Agreement, on Termination of a Participant:

- any unvested Options lapse immediately and without compensation;
- if Termination is due to death or permanent disability, vested Options remain exercisable for twelve (12) months thereafter;
- if Termination is for any other reason (other than for cause), vested Options remain exercisable for three (3) months thereafter;
- if Termination is for cause, all Options (vested and unvested) lapse immediately on Termination.

In no event may an Option be exercised after 29 May 2031. "Cause" means material breach of duty, gross misconduct, fraud or any other ground giving the Group a right to summary termination under applicable law or the Participant's contract.

## **10. Change of Control**

On a Change of Control, all outstanding Options held by a Participant who is in service at the closing of the transaction shall vest in full. The Board may, in connection with the transaction, decide that Options shall be (i) assumed or replaced by equivalent awards by the acquirer; (ii) cashed out at an amount equal to the difference between the consideration per share in the transaction and the exercise price; or (iii) exercised conditional on the closing, with any Options not so exercised lapsing on closing.

## **11. Adjustments**

In the event the Company's share capital or number of shares or kind of shares is changed by way of a capitalization issue, share split, reverse share split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to stockholders other than a normal cash dividend, or other change in the Company's corporate or capital structure that constitutes an equity restructuring transaction etc., the Board shall make such proportionate adjustments to the Plan Reserve, the number of shares subject to outstanding Options and the exercise price as it considers necessary to preserve the economic value of outstanding Options. Ordinary cash dividends do not give rise to any adjustment.

## **12. Cash settlement**

If delivery of shares to a Participant is prohibited or unduly burdensome under applicable law, regulation or securities practice, the Board may resolve that the Option be settled in cash in an amount equal to the Fair Market Value on the date of exercise less the exercise price, less applicable withholdings.

## **13. Transfer restrictions**

Options are personal and may not be sold, assigned, pledged or otherwise transferred, save by will or under the laws of inheritance. Any purported transfer in breach of this clause is void. Shares issued on exercise are freely transferable subject to applicable law and the Company's Insider Manual.

## **14. Tax and withholding**

The Participant is responsible for all taxes, social security contributions and other public charges arising in connection with the grant, vesting or exercise of an Option or the sale of underlying shares. The Company is entitled to withhold any amounts required to be withheld under applicable law and to make issuance of shares conditional on satisfactory arrangements for such withholding.

## **15. Shareholder rights**

A Participant has no rights as a shareholder in respect of shares underlying an Option until the share capital increase resulting from the exercise has been registered with the Norwegian Register of Business Enterprises and the shares have been delivered to the Participant's VPS account. From that point, the shares carry the same rights as other shares of the same class.

## **16. Term of the Plan**

The Plan enters into force on 29 May 2026 and remains in force until the day before the Annual General Meeting of the Company in 2027 (or, if no such meeting is held, until 30 June 2027). No new Options may be granted under the Plan after that date. Options granted before that date remain governed by the Plan until their exercise, lapse or expiry.

## **17. Amendment and termination**

The Board may amend, suspend or terminate the Plan at any time. Amendments that require shareholder approval under the PLCA, the rules of Oslo Børs or other applicable law shall be submitted to the General Meeting. No amendment shall, without the Participant's consent, materially adversely affect rights under Options already granted, except where the amendment is required to comply with mandatory law or listing rules.

**18. No employment or service rights**

Neither the Plan nor any Option granted under it forms part of the Participant's salary or contractual entitlement, gives any right to future grants, or limits the right of any member of the Group to terminate the Participant's employment or service.

**19. Recoupment**

The Board may recover Options or the proceeds of exercised Options from a Participant where required by applicable law or listing rules, or where the grant was based on materially misstated financial information or on conduct constituting cause.

**20. Governing law and venue**

The Plan and all Options granted under it are governed by Norwegian law. The Oslo District Court (Oslo tingrett) is the exclusive venue for any disputes arising out of or in connection with the Plan, subject to mandatory rules on jurisdiction in employment matters.

\* \* \*