



PROTOKOLL FRA ORDINÆR GENERALFORSAMLING I IDEX BIOMETRICS ASA

Den 12. mai 2021 ble det avholdt ordinær generalforsamling i IDEX Biometrics ASA ("Selskapet"). Generalforsamlingen ble gjennomført som et elektronisk møte. Bakgrunnen for dette er situasjonen rundt Covid-19 og for å hindre smittespredning. Generalforsamlingen ble åpnet av styreleder Morten Opstad.

Tilstede: 78 aksjonærer var til stede gjennom den elektroniske løsningen eller ved fullmakt. 390 560 146 aksjer var representert ved elektronisk deltakelse eller ved fullmakt. Det utgjorde 42,61 % av aksjekapitalen.

Oversikt over stemmeberettigede aksjer representert og protokoll for stemmegivningen under generalforsamlingen vedlegges.

1. Registrering av deltakende aksjonærer; Valg av møteleder og en person til å medundertegne protokollen.

Morten Opstad gjennomgikk fremlagt online oppmøteliste, fullmaktliste og oversikt over stemmeinstrukser fra DNB Bank ASA Verdipapirservice. Denne ble enstemmig vedtatt og lagt til grunn. Samtidig gjorde møteåpner oppmerksom på at det iht. stemmeinstrukser ville være et antall aksjer under enkelte agendapunkt som enten ville bli notert som stemme imot forslaget eller stemme som avholdt seg fra votering.

Generalforsamlingen fattet enstemmig følgende

Vedtak:

Morten Opstad ble enstemmig valgt til møteleder. Anja Vestøl Hauge ble valgt til å medundertegne protokollen.

2. Godkjenning av møteinnkalling og dagsorden

Det kom ingen innvendinger mot innkallingen, som sammen med dagsorden ble enstemmig godkjent av generalforsamlingen.

3. Godkjenning av årsberetning og årsregnskap for 2020

Årsberetning og årsregnskap for 2020 ble gjennomgått. Årsberetning og årsregnskap for IDEX Biometrics ASA og IDEX konsern for 2020 ble enstemmig godkjent av generalforsamlingen.

4. Retningslinjer for lederlønsfastsettelse

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Den ordinære generalforsamlingen godkjenner retningslinjer for lederlønsfastsettelse i henhold til allmennaksjelovens § 6-16a, som presentert av styret for generalforsamlingen og vedlagt dette referatet som Vedlegg 1. Styret kan kun fravike retningslinjene under særlige omstendigheter, og kun i den utstrekning tillatt og i samsvar med de prosedyrer som er fastsatt i retningslinjene.

5. Styrefullmakt til å utstede nye aksjer

(a) Styrefullmakt til å utstede aksjer ved private plasseringer

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

1. Styret i IDEX Biometrics ASA ("Selskapet") gis fullmakt til å gjennomføre én eller flere kapitalutvidelser ved å utstede nye aksjer. Aksjekapitalen kan etter denne fullmakt økes med inntil NOK 13 750 807,27 (som tilsvarer 10 prosent av Selskapets registrerte aksjekapital). Videre skal summen av kapitalutvidelsene som styret kan gjennomføre under dette punkt 5 underpunkt (a) og (b) under enhver omstendighet ikke overstige NOK 13 750 807,27. Alle tidligere fullmakter som er gitt styret til å utstede aksjer skal trekkes tilbake med virkning fra tidspunktet for registrering av nærværende fullmakt i Foretaksregisteret (for å unngå tvil, ikke inkludert de øvrige fullmaktene under dette agendapunkt 5, og punkt 7 og 9 på dagsorden, i tillegg til vedtaket i punkt 7.2 i protokoll fra ordinær generalforsamling i 2020).
2. Denne fullmakten kan benyttes i forbindelse med private plasseringer og utstedelse av aksjer til egnede investorer (kan være nåværende og/eller nye aksjeeiere, herunder ansatte i Selskapet) for å innhente ytterligere kapital for Selskapet. Fullmakten dekker ikke kapitalutvidelser i forbindelse med fusjoner, jf. allmennaksjeloven § 13-5.
3. Dersom Selskapets aksjekapital eller pålydende per aksje endres ved fondsemisjon, aksjesplitt, aksjespleis, kapitalnedsettelse ved reduksjon av pålydende osv., skal den maksimale nominelle verdi av aksjene som utstedes under denne fullmakt, justeres tilsvarende.
4. Nåværende aksjeeiere gir avkall på sine fortrinnsretter til å tegne aksjer i medhold av allmennaksjeloven i tilfelle en forhøyelse av aksjekapitalen ifølge denne fullmakt.
5. Styret har fullmakt til å fastsette vilkår for tegningen, herunder tegningskurs, dato for innbetaling og retten til videresalg av aksjene til andre.
6. Betaling av aksjekapital i forbindelse med en kapitalforhøyelse som det er gitt fullmakt til her, kan foretas ved tingsinnskudd og på andre måter som beskrevet i allmennaksjeloven § 10-2.
7. Generalforsamlingen gir styret fullmakt til å endre Selskapets vedtekter vedrørende størrelsen på aksjekapitalen og antall utestående aksjer når den nærværende fullmakten brukes.
8. Fullmakten skal gjelde frem til Selskapets ordinære generalforsamling i 2022, men ikke lenger enn til 30. juni 2022.
9. De nye aksjene som kan tegnes ifølge denne fullmakten, skal være berettiget til utbytte som besluttet utdelt etter at tegningskursen er innbetalt og kapitalforhøyelsen er registrert i Foretaksregisteret. I andre henseender skal aksjene ha aksjeeierrettigheter fra den dagen de blir utstedt, med mindre styret bestemmer noe annet.
10. Aksjer som ikke er fullt innbetalt kan ikke overdras eller selges.

(b) Styrefullmakt til å utstede aksjer ved fortrinnsrettsemisjoner

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

1. Styret i IDEX Biometrics ASA ("Selskapet") gis fullmakt til å gjennomføre én eller flere kapitalutvidelser ved å utstede nye aksjer. Aksjekapitalen kan etter denne fullmakt økes med inntil NOK 13 750 807,27 (som tilsvarer 10 prosent av Selskapets registrerte aksjekapital). Videre skal summen av kapitalutvidelsene som styret kan gjennomføre under dette punkt 5 underpunkt (a) og (b) under enhver omstendighet ikke overstige NOK 13 750 807,27. Alle tidligere fullmakter som er gitt styret til å utstede aksjer skal trekkes tilbake med virkning fra tidspunktet for registrering av nærværende fullmakt i Foretaksregisteret (for å unngå tvil, ikke inkludert de øvrige fullmaktene under dette agendapunkt 5 og punkt 7 og 9 på dagsorden, i tillegg til vedtaket i punkt 7.2 i protokoll fra ordinær generalforsamling i 2020).
2. Denne fullmakten kan benyttes i forbindelse med fortrinnsrettsemisjon mot eksisterende aksjonærer i Selskapet for å innhente ytterligere kapital for Selskapet. Fullmakten dekker ikke kapitalutvidelser i forbindelse med fusjoner, jf. allmennaksjeloven § 13-5.
3. Dersom Selskapets aksjekapital eller pålydende per aksje endres ved fondsemisjon, aksjesplitt, aksjespleis, kapitalnedsettelse ved reduksjon av pålydende osv., skal den maksimale nominelle verdi av aksjene som utstedes under denne fullmakt, justeres tilsvarende.
4. Styret har fullmakt til å fastsette vilkår for tegningen, herunder tegningskurs, dato for innbetaling og retten til videresalg av aksjene til andre.
5. Betaling av aksjekapital i forbindelse med en kapitalforhøyelse som det er gitt fullmakt til her, kan foretas ved tingsinnskudd og på andre måter som beskrevet i allmennaksjeloven § 10-2.
6. Generalforsamlingen gir styret fullmakt til å endre Selskapets vedtekter vedrørende størrelsen på aksjekapitalen og antall utestående aksjer når den nærværende fullmakten brukes.
7. Fullmakten skal gjelde frem til Selskapets ordinære generalforsamling i 2022, men ikke lenger enn til 30. juni 2022.
8. De nye aksjene som kan tegnes ifølge denne fullmakten, skal være berettiget til utbytte som besluttet utdelt etter at tegningskursen er innbetalt og kapitalforhøyelsen er registrert i Foretaksregisteret. I andre henseender skal aksjene ha aksjeeierrettigheter fra den dagen de blir utstedt, med mindre styret bestemmer noe annet.
9. Aksjer som ikke er fullt innbetalt kan ikke overdras eller selges.

6. Tegningsrettsbasert Incentivplan 2021

6.1 Godkjenning av Tegningsrettsbasert Incentivplan 2021

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Generalforsamlingen vedtar et nytt 2021 tegningsrettsbasert incentivprogram, der selskapet kan utstede frittstående tegningsretter til ansatte samt innleide enkeltpersoner som utfører tilsvarende arbeid i IDEX Biometrics ASA, dets datterselskaper og tilknyttede selskaper (heretter kollektivt benevnt "Selskapet").

For å unngå tvil, omfatter dette også utstedelse av tegningsretter til (i) ansatte og individuelle konsulenter i IDEX America Inc., et heleid datterselskap av Selskapet etablert og i drift i henhold til lovgivningen i Delaware, og/eller (ii) andre ansatte eller individuelle konsulenter i IDEX-konsernet som er US-amerikanske statsborgere, bosatt i USA i henhold til § 7701 av U.S. Internal Revenue Code av 1986 (som endret), og US-amerikanere ikke bosatt i USA som opparbeider seg en rettighet etter planen i løpet av en periode som ansatt i USA.

Hver tegningsrett gir innehaveren rett til å kreve utstedt én aksje i Selskapet. Dersom Selskapets aksjekapital eller antall aksjer eller type aksjer blir endret som følge av fondsemisjon, aksjesplitt, aksjespleis, fisjon, kombinasjon eller bytte av aksjer, egenkapitalrestrukturering, fusjon, konsolidering, utdeling til aksjonærer på annen måte enn normalt utbytte, eller andre endringer i Selskapets selskapsstruktur som utgjør en egenkapitalrestruktureringstransaksjon osv., skal det maksimale antall tegningsretter, typen aksje som skal utstedes i henhold til hver tegningsrett og vederlaget for aksjene som utstedes ved utøvelse av tegningsrettene, justeres tilsvarende og eventuelt avrundes ned til nærmeste hele antall.

Antallet tegningsretter som kan utstedes skal være minst én tegningsrett og maksimalt 91 672 048 tegningsretter, likevel begrenset slik at antallet utstedte og utestående tegningsretter under alle tegningsrettsprogram i Selskapet ikke skal overstige 10 (ti) prosent av det registrerte antall aksjer i Selskapet på ethvert tidspunkt.

Tegningsrettshaveren må tegne sine tegningsretter senest dagen før den ordinære generalforsamlingen i Selskapet i 2022.

Det skal ikke betales vederlag for tegningsrettene.

Tegningsrettene skal ikke kunne overdras annet enn ved testament eller i henhold til lov om arv og skifte.

Innløsningsplanen for tegningsrettene skal være 25 prosent hvert år, med start ett år fra startdato for opptjening. Startdato for opptjening skal være den siste av følgende datoer forut for tildeling av tegningsrettene: (i) 15. januar, (ii) 15. april, (iii) 15. juli, eller (iv) 15. oktober. Styret kan beslutte en kortere innløsningsplan, dersom styret finner dette hensiktsmessig. Hensikten med en innløsningsplan er at dette balanserer kortsiktig motivasjon mot langsiktig tilknytning.

Dersom det oppstår en situasjon som er definert som «Change of Control», skal alle utestående tegningsretter kunne innløses 100 prosent fra tidspunktet for gjennomføring av «Change of Control» med mindre styret uttrykkelig bestemmer noe annet. I denne sammenheng skal «Change of Control» ha en slik vanlig definisjon som fastsatt av styret i de mer detaljerte reglene i tegningsrettsplanen.

Styret skal utarbeide utfyllende regler og prosedyrer for opptjening og utøvelse av tegningsretter ved oppsigelse eller fratreden for ansatte eller innleide personer, herunder frister for å gjennomføre utøvelsen etter avslutning av ansettelsesforhold eller innleieavtale. Dersom det anses hensiktsmessig, kan styret stille opp spesifikke milepæler eller kriterier for opptjening og utøvelse av tegningsretter.

I forbindelse med utstedelse av tegningsretter i henhold til dette vedtaket, utøvelse av tegningsretter og den derav følgende utvidelse av Selskapets aksjekapital, gir eksisterende aksjonærer avkall på sine fortrinnsretter til å tegne tegningsretter eller aksjer i henhold til allmennaksjeloven.

Som vederlag for aksjene som skal utstedes i Selskapet ved utøvelse av tegningsrettene i henhold til dette, skal innehavere av tegningsretter betale Selskapet et beløp per aksje som minimum skal tilsvare det høyeste beløp av (i) gjennomsnittlig sluttkurs på Selskapets aksjer, slik den er rapportert av Oslo Børs, ti handelsdager umiddelbart forut for den dato tegningsrettene blir utstedt, og (ii) sluttkurs på Selskapets aksjer rapportert av Oslo Børs på handelsdagen umiddelbart forut for den dato tegningsretten blir utstedt, likevel slik at dersom tegningsrettsinnehaveren eier 10 prosent eller mer av Selskapets aksjer og tildelingen av tegningsretter kvalifiserer som «Incentive Stock Options» under U.S. Internal Revenue Code, skal innehaveren av tegningsretter som vederlag for aksjene som skal utstedes i Selskapet ved utøvelse av tegningsrettene betale Selskapet et beløp per aksje som, minimum, skal være 110 % av det høyeste av (i) gjennomsnittlig sluttkurs på Selskapets aksjer som rapportert av Oslo Børs over ti handelsdager umiddelbart forut for den dato tegningsrettene blir utstedt, og (ii) sluttkurs på Selskapets aksjer som rapportert av Oslo Børs på handelsdagen umiddelbart forut for den dato tegningsrettene blir utstedt.

Styret kan beslutte, etter eget skjønn, og dersom det foreligger spesielle omstendigheter, at det vederlag som skal betales per aksje skal være lavere enn faktisk eller gjennomsnittlig sluttkurs på Selskapets aksjer som angitt ovenfor; likevel slik at det vederlag som skal betales per aksje ikke under noen omstendighet skal være lavere enn pålydende per aksje på ethvert tidspunkt. Det maksimale antall aksjer som kan utstedes med en utøvelsespris per aksje som er lavere enn faktisk eller gjennomsnittlig sluttkurs på Selskapets aksjer, skal under ingen omstendighet overstige 9 167 204 aksjer.

Ingen tegningsretter kan utøves etter femårsdagen for dette vedtak. I forbindelse med utstedelsen av tegningsretter kan Selskapet fastsette vilkår for utøvelse og innføre restriksjoner på salg og overdragelse av aksjer utstedt i forbindelse med utøvelse av tegningsrettene.

Enhver aksje som Selskapet utsteder i henhold til tegningsrettsplanen skal gi rett til utbytte som besluttet utdelt etter at tegningskursen er innbetalt og kapitalforhøyelsen er registrert i Foretaksregisteret. Alle andre aksjonærrettigheter knyttet til disse aksjene, herunder rettigheter omhandlet i § 11-12 (2) (9) i allmennaksjeloven, skal gjelde fra dato for innbetaling av utøvelsesprisen.

6.2 Godkjenning av plandokumentet

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Det vedtas at Tegningsrettsbasert Insentivplan 2021 («2021 Planen») vedlagt som Vedlegg 2 til referatet fra denne ordinære generalforsamlingen, som godkjent av styret, godkjennes. 2021 Planen kan endres av styret i samsvar med vilkår fastsatt i agendapunkt 6.1 i referatet fra denne ordinære generalforsamlingen.

7. Styrefullmakt til å utstede aksjer i samsvar med Aksjekjøpsplan 2021; godkjenning av Aksjekjøpsplan 2021

7.1 Styrefullmakt til å utstede aksjer i forbindelse med Aksjekjøpsplan 2021

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

1. *Styret i IDEX Biometrics ASA ("Selskapet") gis fullmakt til å gjennomføre én eller flere kapitalutvidelser ved å utstede nye aksjer. Aksjekapitalen kan etter denne fullmakt økes med inntil NOK 6 875 403,63 (som tilsvarer 5 prosent av Selskapets registrerte aksjekapital). Alle tidligere fullmakter som er gitt styret til å utstede aksjer skal trekkes tilbake med virkning fra tidspunktet for registrering av nærværende fullmakt i Foretaksregisteret (for å unngå tvil, ikke inkludert de øvrige fullmakter under punkt 5 og 9 på dagsorden, i tillegg til vedtaket i punkt 7.2 i protokoll fra ordinær generalforsamling i 2020).*
2. *Denne fullmakten kan benyttes i forbindelse med utstedelse av aksjer i Selskapet til ansatte i Selskapet eller noen av dets datterselskaper på vilkår som fastsatt i Aksjekjøpsplan 2021, hvoretter en ansatt kan konvertere en andel av sin kontantgodtgjørelse fra Selskapet eller dets datterselskaper til aksjer i Selskapet. Antallet aksjer som kan tegnes av den ansatte skal beregnes basert på det laveste av (i) sluttkurs på aksjen, som rapportert av Oslo Børs, på første dag i den aktuelle bidragsperioden som fastsatt i plandokumentet (eller handelsdagen umiddelbart forut for den første dagen i bidragsperioden, dersom første dagen ikke er en handelsdag), og (ii) sluttkurs på aksjen, som rapportert av Oslo Børs, på den siste handelsdagen i bidragsperioden, med en rabatt fastsatt etter styrets skjønn på maksimum 15 % av en slik pris. I den utstrekning nevnte pris ikke representerer rimelig markedsverdi (fair market value) i henhold til den amerikanske skatteloven § 423, skal tegningsprisen, for amerikanske ansatte, ikke være mindre enn 85 % av det lavere av den rimelige markedsverdien (fair market value) (som fastsatt i samsvar med § 423 i den amerikanske skatteloven) på den første dagen i den aktuelle bidragsperioden og den siste dagen i den aktuelle bidragsperioden. Dersom en slik bidragsperiode som fastsatt i plandokumentet ikke kommer til anvendelse, skal antallet aksjer som kan tegnes av den ansatte beregnes basert på sluttkurs på Selskapets aksjer, som rapportert av Oslo Børs, på handelsdagen umiddelbart forutfor dagen for tegning. Fullmakten dekker ikke kapitalutvidelser i forbindelse med fusjoner, jf. allmennaksjeloven § 13-5.*
3. *Dersom Selskapets aksjekapital eller pålydende per aksje endres ved fondsemisjon, aksjesplitt, aksjespleis, kapitalnedsettelse ved reduksjon av pålydende osv., skal den maksimale nominelle verdi av aksjene som utstedes under denne fullmakt, justeres tilsvarende.*
4. *Nåværende aksjeeiere gir avkall på sine fortrinnsretter til å tegne aksjer i medhold av allmennaksjeloven i tilfelle en forhøyelse av aksjekapitalen ifølge denne fullmakt.*
5. *Styret har fullmakt til å fastsette vilkår for tegningen, herunder tegningskurs, dato for innbetaling og retten til videresalg av aksjene til andre.*
6. *Betaling av aksjekapital i forbindelse med en kapitalforhøyelse som det er gitt fullmakt til her, kan foretas ved tingsinnskudd og på andre måter som beskrevet i allmennaksjeloven § 10-2.*
7. *Generalforsamlingen gir styret fullmakt til å endre Selskapets vedtekter vedrørende størrelsen på aksjekapitalen og antall utestående aksjer når den nærværende fullmakten brukes.*

8. Fullmakten skal gjelde frem til 30. september 2022.
9. De nye aksjene som kan tegnes ifølge denne fullmakten, skal være berettiget til utbytte som besluttet utdelt etter at tegningskursen er innbetalt og kapitalforhøyelsen er registrert i Foretaksregisteret. I andre henseender skal aksjene ha aksjeeierrettigheter fra den dagen de blir utstedt, med mindre styret bestemmer noe annet.
10. Aksjer som ikke er fullt innbetalt kan ikke overdras eller selges.

7.2 Godkjenning av plandokumentet

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Det vedtas at Aksjekjøpsplan 2021 vedlagt som Vedlegg 3 til referatet fra denne ordinære generalforsamlingen, som godkjent av styret, godkjennes. Plandokumentet kan endres av styret i samsvar med vilkår som fastsatt i punkt 7.1 over.

8. Fullmakt til styret for at Selskapet kan erverve egne aksjer

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

1. I samsvar med allmennaksjeloven §§ 9-4 og 9-5 gis styret i IDEX Biometrics ASA ("Selskapet") fullmakt til å erverve Selskapets egne aksjer; til eie eller pant, for et samlet pålydende på inntil NOK 13 750 807,27 (som representerer 10 % av den registrerte aksjekapitalen i Selskapet på tidspunktet for nærværende innkalling til ordinær generalforsamling).
2. I henhold til denne fullmakten skal styret for hver aksje minst betale NOK 0,15 og maksimalt sluttkurs per aksje, som rapportert av Oslo Børs, på den dagen kjøpstilbudet blir fremsatt, likevel slik at beløpet ikke skal overskride NOK 1 000 per aksje.
3. Styret kan treffe beslutning med hensyn til på hvilken måte og vilkår egne aksjer skal erverves, disponeres eller avhendes, likevel slik at det tas hensyn til lovens krav om likebehandling av aksjonærer.
4. For det tilfellet at Selskapets aksjekapital endres som følge av en fondsemissjon, aksjesplitt, aksjespleis, kapitalnedsettelse ved reduksjon av pålydende per aksje osv., skal den maksimale nominelle verdien på aksjer som kan erverves, samt minimums- og maksimumspris per aksje, justeres tilsvarende.
5. Fullmakten skal gjelde frem til datoen for Selskapets ordinære generalforsamling i 2022, men ikke lenger enn 30. juni 2022.

9. Fastsettelse av styrehonorar

9.1 Styrehonorar

Valgkomiteens forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Årlig styrehonorar fastsettes til NOK 425 000 til hvert styremedlem for perioden fra ordinær generalforsamling i 2020 til ordinær generalforsamling i 2021. Styrets leder mottar et tilleggsbeløp på NOK 85 000. Som styreobservatør uten stemmerett siden oktober 2020 mottar Thomas M. Quindlen NOK 280 000. Hver av medlemmene av kompensasjonskomitéen (ikke inkludert lederen av komitéen) mottar et beløp på NOK 85 000, og lederen av kompensasjonskomitéen mottar et beløp på NOK 125 000. Hver av medlemmene av revisjonsutvalget (ikke inkludert lederen av utvalget) mottar et beløp på NOK 25 000, og lederen av revisjonsutvalget mottar et beløp på NOK 85 000.

I tillegg refunderer Selskapet relevante utlegg som styremedlemmer måtte ha i forbindelse med utøvelse av vervet.

9.2 Fullmakt for styret til å motta honorar i form av aksjer istedenfor kontanter

Styrets og valgkomiteens forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Styremedlemmene kan velge å motta hele eller deler av styrehonoraret i form av aksjer i Selskapet.

Antall aksjer som hvert styremedlem vil kunne tegne seg for, beregnes på følgende måte: Styremedlemmet skal kunne tegne seg for aksjer med en markedsverdi (basert på gjennomsnitt av sluttkursen på Selskapets aksjer, som rapportert av Oslo Børs, de ti handelsdagene forut for den ordinære generalforsamlingen i 2021) tilsvarende 133 prosent av kronebeløpet gitt som styregodtgjørelse, likevel slik at styremedlemmet må betale en tegningskurs for aksjene tilsvarende aksjenes pålydende på 0,15 NOK per aksje.

I den utstrekning styremedlemmet ønsker å motta styregodtgjørelsen i form av aksjer, må styremedlemmet informere Selskapet om dette og tegne seg for de nye aksjene innen handelsstart på Oslo Børs handelsdagen umiddelbart etter dato for den ordinære generalforsamlingen i 2021. Styremedlemmet må samtidig forplikte seg til å ikke selge aksjene før det tidligste av Selskapets ordinære generalforsamling 2022 og 30. juni 2022. Innbetaling av tegningsbeløp skal skje innen 31. mai 2021.

For å gjennomføre det foranstående gis styret fullmakt til å gjennomføre en eller flere kapitalforhøyelser på til sammen inntil NOK 400 000 for det formål å utstede aksjer til de styremedlemmer som velger å motta styregodtgjørelsen i form av aksjer i stedet for kontanter på nevnte vilkår. Styret gis videre fullmakt til å endre Selskapets vedtekter tilsvarende. Fullmakten dekker ikke kapitalutvidelser i forbindelse med fusjoner, jf. allmennaksjeloven § 13-5. Nåværende aksjeeiere gir avkall på sine fortrinnsretter til å tegne aksjer i medhold av allmennaksjeloven i tilfelle en forhøyelse av aksjekapitalen ifølge denne fullmakt. De nye aksjene, som kan tegnes ifølge denne fullmakten, skal være berettiget til utbytte som beslutes utdelt etter at tegningskursen er innbetalt og kapitalforhøyelsen er registrert i Foretaksregisteret. Denne styrefullmakten utløper den 31. mai 2021.

10. Styrevalg

Valgkomiteens forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Morten Opstad velges som styreleder for en periode på to år. Lawrence John Ciaccia blir valgt til nestleder for en periode på to år. Deborah L. Davis, Hanne Høvdning, Steven A. Skaggs, Thomas M. Quindlen og Annika Olsson velges som styremedlemmer for en periode på to år.

11. Fastsettelse av honorar til valgkomitéens medlemmer

Valgkomiteens forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Honorar til valgkomitéens medlemmer fastsettes til NOK 25 000 for komitéens leder og NOK 15 000 for hvert av de øvrige medlemmer i perioden fra ordinær generalforsamling i 2020 til ordinær generalforsamling i 2021.

12. Valg av medlemmer til valgkomiteen

Valgkomiteens forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Robert N. Keith velges til leder av valgkomiteen for en periode på to år. Harald Voigt velges inn i valgkomiteen for en periode på to år. Håvard Nilsson fortsetter som medlem av nominasjonskomiteen for andre år av sin periode.

13. Fastsettelse av honorar til revisor

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av Vedlegg 4 til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Revisors honorar for 2020 betales etter regning.

Det forelå ingen flere saker. Generalforsamlingen ble deretter hevet.


 Morten Opstad


 Anja Vestøl Hauge

Retningslinjer for fastsettelse av lederlønn

Presentert for godkjenning på ordinær generalforsamling i IDEX Biometrics ASA den 12. mai 2021

Disse retningslinjene er utarbeidet av styret i IDEX Biometrics ASA (IDEX) i samsvar med allmennaksjeloven § 6-16a. Retningslinjene gjelder for godtgjørelsen til selskapets ledende personer, for tiden daglig leder, finansdirektør og teknisk direktør. Styret kan bestemme at retningslinjene også skal gjelde for andre ledere. Retningslinjene gjelder også for godtgjørelse til valgte styremedlemmer for enhver godtgjørelse for tjenester utover styrevervet.

Formålet med retningslinjene er å tiltrekke seg og beholde de lederne som selskapet trenger. Retningslinjene søker å samordne lederne og aksjonærenes interesser og kontinuerlig forbedre bærekraftige resultater.

Lederlønninger bør reflektere lederstillingenes krav, samt være konkurransedyktige, transparente og administrativt effektive.

Tilpasning til strategi, langsiktige interesser og bærekraft

IDEX har behov for kompetente, dyktige og motiverte ledere for å iverksette sine strategier og drive selskapets virksomhet på en vellykket måte. For å tiltrekke seg og beholde slike ledere må godtgjørelsen være konkurransedyktig, og bør utformes for å samordne selskapets og dets lederes interesser. Incentivene er derfor basert på selskapets målsettinger. De aksjebaserte ordningene søker å balansere kortsiktig attraktivitet og langsiktig forpliktelse.

Selskapet tilbyr en kombinasjon av fast og variabel lønn.

Styring

Kompensasjonsutvalget skal årlig gjennomgå vilkårene i disse retningslinjene for å fastslå om endringer er nødvendige. I de tilfeller endringer er nødvendige, skal kompensasjonsutvalget fremme endringsforslag til styret. Dersom endringsforslagene er vesentlige og godkjennes av styret, skal styret redegjøre for disse til den ordinære generalforsamlingen for godkjenning. I fravær av signifikante endringsforslag skal disse retningslinjene for lederlønn presenteres og redegjøres for av styret til den ordinære generalforsamlingen minimum hvert fjerde år. På hver ordinære generalforsamling skal styret legge fram en godtgjørelsesrapport for foregående regnskapsår. Retningslinjene og rapportene skal være tilgjengelige på selskapets hjemmeside.

Ved tilfelle av vesentlige endringer av disse retningslinjene skal disse beskrives og forklares her. Retningslinjene skal beskrive og forklare hvordan aksjonærenes syn på retningslinjene, generalforsamlingens stemmegivning og lønnsrapportene siden forrige avstemning om retningslinjene, har blitt hensyntatt.

Styrets kompensasjonsutvalgs bestemte oppgaver er å forberede og fremme anbefalinger vedrørende godtgjørelse, inkludert gjennomgang av og utforming av forslag til retningslinjer for kompensasjon til daglig leder og ledere som rapporterer direkte til daglig leder, som deretter styret beslutter. Kompensasjonsutvalget har som mål å sikre at disse kompensasjonsanliggende skal være utformet for å fremme selskapets langsiktige suksess, og er forenlige med det som gjelder for arbeidsstyrken generelt. Styret fortsetter å være beslutningstakende autoritet med hensyn til slike anliggende.

Styret fastsetter lønn og annen godtgjørelse til daglig leder. Daglig leder fastsetter lønn og annen godtgjørelse til de andre lederne, innenfor rammer fastsatt av styret.



Godtgjørelselementer

IDEX praktiserer de samme godtgjørelselementer til sine ledere som for de ansatte generelt:

- Grunnlønn
- Variabel godtgjørelse
- Aksjebaserte programmer
- Forsikring, pensjonsbidrag og andre ytelser

Grunnlønn

Grunnlønnen er en fast kontantgodtgjørelse. Grunnlønnen skal være konkurransedyktig sammenlignet med tilsvarende arbeidsplasser i samme bransje og beliggenhet. Lønnsjikt baseres på stillingsinnhold. Innenfor lønnsjiktet kan lønnen justeres for å gjenspeile den enkeltes kompetanse og prestasjon. Lønssjikt og lønnsnivå innenfor sjiktet vurderes normalt årlig.

Variabel kontantbetaling

Selskapets årlige bonusprogram for ledere inkluderer inntektsgenerering som en utløsnings- og utmålingskomponent. I tillegg er ulike finansielle og operasjonelle komponenter som produktmargin, driftskostnader, produktutvikling, leverandørkjedeytelse og organisasjonsforbedring inkludert. Komponentene er definerte og målbare.

I tillegg til inntektskomponenten består flere beregninger vanligvis av følgende:

- Kommersielle beregninger og produktmålinger, inkludert bruttofortjeneste, produktutvikling, sertifiseringer og teknologiske milepæler;
- Operasjonelle beregninger med fokus på driftskostnader og rettidige leveringsmål; og
- Organisasjonsmålinger vanligvis avledet fra forhold som er fremhevet i selskapets årlige medarbeiderundersøkelse.

Komponentene velges fra selskapets forretningsstrategi og driftsplan. Det variable elementet av lønnen skal fremme selskapets mål og samordne ansattes og aksjonærs motivasjon. Full "on-target" bonusoppnåelse skal fastsettes som en prosentandel av grunnlønnen, maksimalt 100%. For å ha muligheten til å belønne betydelige inntekts- og lønnsomhetsprestasjoner, kan bonustildelinger overstige maksimum «on-target» bonus i de tilfeller særskilte av selskapets ytelsesmålinger i planen har blitt overskredet i et bestemt år. I et slikt tilfelle kan bonusen ikke overstige 200% av grunnlønnen.

Bonusen utbetales vanligvis kontant. Styret kan også samtykke til å utbetale hele eller deler av bonusen i aksjer. Bonus betales pro rata når lederen ikke har tjenestegjort i hele bonusperioden. Bonus utbetales normalt kun dersom lederen forblir ansatt på betalingsdatoen.

Styret kan tilby bestemte engangsbonusutbetalinger knyttet til vellykket gjennomføring av visse viktige prosjekter. Slike bonuser vil være i tillegg til enhver årlig bonus. Slike engangsbonuser kan ikke overstige 25% av årlig grunnlønn i et kalenderår.

Bonus betales kun etterskuddsvis. IDEX sine arbeidsavtaler har ingen tilbakebetalingsbestemmelser. Ved uredlighet og feilinformasjon er det usikkert om krav om tilbakebetaling vil føre frem etter gjeldende lovgivning.

Aksjebaserte programmer

Lederne deltar i de samme aksjebaserte programmene som gjelder for alle ansatte; for tiden det tegningsrettsbaserte insentivprogrammet (tegningsrettsprogrammet) og aksjekjøpsplan for ansatte (aksjekjøpsplan). De aksjebaserte godtgjørelsesprogrammene presenteres og vedtas hvert år av generalforsamlingen før de gjennomføres av styret. For å samordne ledernes økonomiske interesse med aksjonærenes, vil tegningsrettsprogrammet bare gi en gevinst til lederne hvis aksjekursen øker, og en fireårig opptjeningsperiode balanserer kortsiktig attraktivitet og langsiktig retensjon. Aksjekjøpsplan for ansatte er utformet for å motivere ledere til å investere i selskapet. Ved å investere i selskapet vil lederne ha felles interesser med aksjonærene generelt.

Aksjebaserte insentivprogrammer har tidligere vært basert på tildeling av tegningsretter med utøvelseskurs «at the money» på datoen for tildeling. Tegningsrettsverdien av tildelinger til nyansatte har vært i spennet mellom 50%-200% av årlig grunnlønn på dato for tildeling. Spennet er vidt ettersom det tegningsrettsbaserte insentivelementet må skreddersys stillingen og bør også reflektere markedets kompensasjonspraksis i området hvor stillingen er basert. Dette elementet må også gi et sterkt insentiv for sentrale ledere til å skape verdi for aksjonærene.

Styret kan velge å fastsette utøvelseskursen lavere enn markedskurs på datoen for tildeling for inntil 1% av det registrerte antall aksjer i selskapet på tidspunktet for den ordinære generalforsamlingen i 2021, likevel slik at utøvelseskursen under ingen omstendigheter skal være lavere enn aksjenes pålydende. Generelt har det ikke vært praktisert noen lock-up perioder etter opptjening, men dette kan fastsettes av styret dersom styret anser dette å være i tråd med selskapets langsiktige interesser. Selskapet praktiserer årlige tildelinger på rundt ¼ av verdien av tildeling ved nyansettelse etter hvert som tegningsrettene opptjenes. Styret har til hensikt å opprettholde denne strukturen i fremtidige forslag til den ordinære generalforsamlingen.

Aksjekjøpsplan for ansatte gir ledelsen mulighet til å konvertere opptil 20% av grunnlønnen til aksjer gjennom bidrag av et beløp fra hver lønnsutbetaling over seks måneder, ved gjennom tegning av nye aksjer med 15% rabatt på det lavere av aksjekurs ved begynnelsen og slutten av bidragsperioden.

Ledelsens eventuelle gevinster fra tegningsrettsprogrammet og aksjekjøpsplan for ansatte vil være finansiert av økning i aksjekurs, og vil i ethvert sannsynlig scenario tilføre selskapet en netto kontantstrøm.

Forsikring, pensjonsbidrag og andre ytelser

Ledere er innmeldt i samme forsikrings-, pensjons- og øvrige fordelsprogrammer som tilbys alle ansatte ved samme kontor. Selskapet tilbyr ingen pensjonsordninger til ledere annet enn bidrag til forsikrede pensjonsordninger eller pensjonsinvesteringer som er vanlig i området. Pensjonsbidrag opptjenes kun på grunnlønn, med mindre tilleggsbidrag er lovpålagt i området.

D&O forsikrings- og skadesløsholdelsesavtaler

ADSer (American Depositary Shares) som representerer selskapets aksjer er notert på Nasdaq Capital Market i USA. Selskapet og dets styremedlemmer og ledere er underlagt gradvis økende ansvar i USA, og styret har derfor bestemt at for å tiltrekke og beholde kvalifiserte personer til styret og ledelsen, vil selskapet opprettholde løpende ansvarsforsikring for å beskytte styremedlemmer og offiserer i selskapet mot visse typer ansvar. Etter anbefaling fra valgkomiteen og godkjennelse fra generalforsamlingen har selskapet kontraktmessig forpliktet seg til å holde skadesløs, og til å forskuttede utgifter på vegne av styremedlemmer og ledende ansatte i den utstrekning det er tillatt etter gjeldende norsk lov, slik at de vil tjenestegjøre eller fortsette å tjenestegjøre i selskapet uten unødvendig bekymring.

Sammenligning med godtgjørelse til andre ansatte

Godtgjørelselementene og -programmene er de samme for ledere som for ansatte generelt. Grunnlønn, bonussats, forhåndsverdi av aksjebaserte insentiver, samt andre fordeler for ledere, fastsettes basert på nivå og område. Selskapet vektlegger tre hovedmomenter i utformingen av rammeverket for kompensasjon basert på følgende elementer; eksterne datakilder som Radford Data & Analytics for å sikre markedstilpasning og konkurransedyktighet, interne sammenligninger for å sikre rettferdighet og likestilling, og faktorer som er kritiske for selskapets strategi, som for eksempel viktige vekstområder, mangel på kompetanse og spesialkunnskap.

Tjenester for konsernet

Ledere mottar ingen ytterligere kompensasjon for å ta på seg verv som styremedlemmer i datterselskaper i konsernet. Reiseutgifter og andre kontantutlegg i forbindelse med slike verv refunderes i samsvar med vanlig praksis for utgiftsrefusjon. Daglig leder i morselskapet er også daglig

leder for konsernet og utfører denne plikten som en del av daglig leders ansettelse i selskapet uten ytterligere godtgjørelse.

Ekstraordinære omstendigheter

Under ekstraordinære omstendigheter kan enkelte ledere tilbys en engangsutbetaling i forbindelse med rekruttering, retensjon eller oppsigelse, eller ekstraordinært arbeid utover vanlige plikter. En slik utbetaling kan ikke overstige 50% av lederens årlige grunnlønn.

Oppsigelse og fratreddelse

IDEX sine arbeidsavtaler har oppsigelsesklausuler og -perioder som er vanlig for stillingen i det aktuelle området. Den gjensidige oppsigelsestiden er normalt 3 til 6 måneder. Det er ingen kontraktsmessige avtaler som inkluderer sluttvederlag. Styret kan tilby inntil 6 måneders sluttvederlag i situasjoner der det er hensiktsmessig.

Arbeidsavtalene har konkurranseklausuler etter oppsigelse med inntil 12 måneders varighet hvis det er tillatt i området.

Selskapet har ingen førepensjonsprogrammer. Minimum pensjonsalder følger av vilkårene som er fastsatt av pensjonsleverandøren på hvert sted, og ikke av selskapet.

Fravikelse av disse retningslinjene

Styret kan midlertidig helt eller delvis fravike de foregående retningslinjene for en enkelt leder i de sjeldne tilfellene der dette er berettiget i lys av selskapets og aksjonærenes felles interesser, men kun under særlige omstendigheter og i den grad dette er nødvendig for å ivareta selskapets langsiktige interesser. Fravikelser fra disse retningslinjene skal begrunnes i protokoll fra styremøtet. Slike eventuelle fravikelser skal også fremgå av den årlige godtgjørelsesrapporten som presenteres for generalforsamlingen.

Juridisk rammeverk

IDEX respekterer gjeldende lover og regler der det opererer. Dersom gjeldende regelverk der en leder er ansatt medfører at det foregående må fravikes, skal IDEX oppfylle gjeldende regler på en slik måte at den endelige godtgjørelsen blir så nær det foregående som mulig.

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IDEX BIOMETRICS ASA

2021 SUBSCRIPTION RIGHTS INCENTIVE PLAN

This 2021 Subscription Rights Incentive Plan (the "Plan"), effective as of 12 May 2021, was resolved by the board of directors of IDEX Biometrics ASA (the "Company") on [] 2021 in accordance with a resolution by the Company's annual general meeting on 12 May 2021.*

1. Purpose of the Plan. In accordance with the AGM Resolution, the Company has adopted the 2021 Subscription Rights Incentive Plan to (a) attract, retain and motivate individual service providers to the Company and its Related Companies by providing them the opportunity to acquire an equity interest in the Company and (b) align their interests and efforts with the long-term interests of the Company's stockholders. The Company intends that this Plan complies with the laws of Norway and United States and other relevant countries, in particular, in accordance with Section 11-12 of the PLCA, and in case of ambiguity is to be interpreted in accordance with said laws unless such interpretation would result in a violation of US securities laws. For clarity, all Options granted under this Plan cover previously unissued shares of Common Stock, so that these Awards qualify as "independent subscription rights", as such term is defined under the laws of Norway.

Note: Some terms and references in the following are specific to U.S. taxpayers or employees and contractors of IDEX America Inc., as the case may be. Such terms/references will apply correspondingly to employees and contractors of other entities in the IDEX group, adapted to relevant geography.

2. Definitions. Capitalized terms used in the Plan have the meanings set forth in Appendix A.

3. Administration.

(a) **Plan Administrator.** The Board acts as the Plan Administrator on behalf of the Company. All references in the Plan to the "Plan Administrator" will be to the Board.

(b) **Powers of Plan Administrator.** The Plan Administrator will have full power and exclusive authority, subject to the terms of this Plan and the AGM Resolution, and restrictions under applicable law, to:

- (i) select which Eligible Persons will be granted Awards;
- (ii) determine the type of Awards, number of subscription rights (and therefore the number of shares of Common Stock) under each Award, and the terms and conditions of that Award (including when the Award may vest, be exercised (including prior to vesting), or settled, and the form of Award Agreement;
- (iii) determine whether, to what extent and under what circumstances Awards may be amended (including to waive restrictions, accelerate vesting or extend exercise periods), tolled, cancelled or terminated;
- (iv) interpret and administer the Plan, any instrument evidencing an Award and any other agreements or documents related to the administration of Awards;

(v) establish rules, and delegate ministerial duties to the Company's employees consistent with applicable law, for the proper administration of the Plan;

(vi) require that Participants hold Options and Shares in a designated account with the Company's stock administration provider firm until disposition of the Shares. and

(vii) make any other determination and take any other action that the Plan Administrator deems necessary or desirable for administration of the Plan.

The Plan Administrator's decisions will be final, conclusive and binding on all persons, including the Company, any Participant, any stockholder and any Eligible Person.

Unless otherwise determined by the Board from time to time, the Company's Human Resources Department, Sarah Mathews, sarah.mathews@idexbiometrics.com, will serve as contact person for the Plan.

4. Shares & Subscription Rights Subject to the Plan.

(a) **Authorized Number of Shares.** Subject to adjustment from time to time as provided in this Plan, (i) the number of shares of Common Stock available to be made subject to Awards and issued under the Plan (as determined for purposes of compliance with US laws) will be [91,672,048] shares (the foregoing maximum number of shares hereinafter referred to as the "Share Reserve"). Moreover, the number of issued and outstanding Options under all of the Company's subscription right programs shall not exceed 10 (ten) per cent of the registered number of Shares in the Company at any given time. Shares issued under the Plan will be drawn from authorized but previously unissued shares. Section 8 below limits the number of shares that may be issued on the exercise of Incentive Stock Options, and any increase to the Share Reserve will result in a corresponding increase of the ISO Limit.

(b) **Share Use.**

(i) Shares of Common Stock covered by an Award will not reduce the available Share Reserve unless and until they are actually issued to a Participant.

(ii) If any Award lapses, expires, terminates or is canceled prior to the issuance of shares thereunder, or if subscription rights granted under Prior Plans are forfeited without shares having been issued, those shares, and the ability to grant new subscription rights on those shares, will remain or become available for grant under the Plan.

(iii) If an Award is settled in cash, then those shares that are either not issued under the Award, or that are issued and then forfeited or reacquired under the Award, as well as the correlating subscription rights, will **NOT** remain, or again become, available for issuance under the Plan.

(iv) If a Participant receives dividends or dividend equivalents in respect of an Award in the form of shares or reinvests cash dividends or dividend equivalents paid in respect of Awards into shares of Common Stock, those shares will not reduce the Share Reserve, unless expressly determined otherwise by the Plan Administrator.

5. Eligibility. The Plan Administrator may grant Awards (a) to any employee (including any officer or founder) of the Company or a Related Company and (b) to any individual human independent contractor (including directors, consultants and advisors) for bona fide services rendered to the Company or any Related Company, provided (i) the services are not in connection with the offer and sale of the Company's securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities and (ii) the grant of an Award to the employee or independent contractor do not cause the Company to lose the ability to make grants under

this Plan in reliance on Rule 701 of the Securities Act. If and to the extent required by applicable law, the Company must obtain separate shareholder approval for any Award granted to a member of the Board of the Company as remuneration for Board functions.

6. Provisions Applicable to All Awards.

(a) **Grant Date.** Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Plan Administrator, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. If the corporate records (e.g., consents, resolutions or minutes) documenting the corporate action constituting the Award contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement as a result of a clerical error in the papering of the Award Agreement, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement.

(b) **Evidence of Awards.** The Plan Administrator will document all Awards by a written agreement (including electronic writings such as smart contracts and distributed ledger entries) that contain the material terms of the Award, including but not limited to the exercise or purchase price (if any) and the vesting schedule (including any performance vesting triggers).

(c) **Payments for Shares and Taxes.** The Plan Administrator will determine the forms of consideration a Participant may use to pay the exercise or purchase price for shares issued under Awards and any withholding taxes or other amounts due in connection with Awards. A Participant must pay all consideration due in connection with the Award (including taxes) before the Company will issue the shares being purchased. To the extent permitted by applicable law and subject to any required shareholder approvals, the Plan Administrator may (but is not required to) permit the use of the following forms of consideration:

- (i) cash or cash equivalent;
- (ii) tendering shares of Common Stock owned by the Participant that have an aggregate Fair Market Value on that date equal to the consideration owed to the Company;
- (iii) tendering the cash proceeds resulting from a sale to a third-party investor of some of the shares subject to the Award, but only if the investor is approved by the Company at that time under a private liquidity assistance program approved by the Company; or
- (iv) such other consideration as the Plan Administrator may permit in compliance with the PLCA.

A Participant may request or authorize the Plan Administrator to withhold amounts owed under this Plan from cash payments otherwise owed to the Participant by the Company or a Related Company. If a Participant tenders shares (including by "withhold to cover"), the value of the shares so tendered may not exceed the employer's applicable maximum required tax withholding rate or such other applicable rate as is necessary to avoid adverse treatment for financial accounting purposes, as determined by the Plan Administrator.

(d) **Change in Service; Leaves of Absence.** The Plan Administrator will determine the effect on Awards of a Participant's leave of absence or change in hours of employment or service. In general, if, after the Grant Date of any Award to a Participant, the Participant's regular level of time commitment in the performance of his or her services for the Company and any Related Companies is reduced (for example, and without limitation, if the Participant has a change in status from a full-time Employee to a part-time Employee, or if the Participant goes on a leave of absence without using paid vacation or sick days), the Plan Administrator has the right in its sole discretion (and without the need to seek or obtain the consent of the affected Participant) to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or

become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award (but only if the modification would not cause the Participant to incur penalties or additional taxation under Code Section 409A). If an Award is reduced, the Participant will have no right with respect to the portion of the Award that is so reduced.

(e) **Applicability of Award Terms to New Property.** If a Participant receives new or additional shares of Common Stock, other securities, other property, or cash in respect of an Award, those shares, securities, property and cash will be subject to all of the same terms of the Plan and the Award Agreement as applied to the underlying shares of Common Stock subject to that Award.

(f) **Recoupment.** All Awards are subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property on the occurrence of Cause. The implementation of any clawback policy will not be deemed a triggering event for purposes of any definition of "good reason" for resignation or "constructive termination."

(g) **Investigations.** If a Participant's employment or service relationship with the Company is suspended pending an investigation of whether the Participant will be terminated for Cause, all the Participant's rights under any Award will likewise be suspended during the period of investigation.

(h) **No Obligation to Notify or Minimize Taxes.** The Company and the Plan Administrator will have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising his or her rights under an Award. Furthermore, the Company and the Plan Administrator will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company and the Plan Administrator has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award.

7. Options.

(a) Exercise Price.

(i) Generally, the Plan Administrator may not grant Options with an exercise price per share less than the Fair Market Value of the Common Stock on the Grant Date.

(ii) The Plan Administrator may, in its sole discretion and in case of particular circumstances, grant up to 9,167,204 Options with an exercise price less than the Fair Market Value, provided that the exercise price shall under no circumstances be less than par value per share of Common Stock at any given time, and provided further that, any such Option granted to a Participant who is subject to U.S. income tax is otherwise exempt from or complies with the requirements of Section 409A of the Code.

(iii) The Plan Administrator may, with the consent of any adversely affected Participant and to the extent permitted under applicable laws and resolutions of the shareholders of the Company, (A) reduce the exercise or strike price of an outstanding Option or (B) permit the cancellation of any outstanding Option and the grant in substitution therefor of a new Option, with any such substituted award (x) covering the same or a different number of shares of Common Stock as the cancelled Award and (y) granted under the Plan or another equity or compensatory plan of the Company or (C) any other action that is treated as a repricing under generally accepted accounting principles. If the repricing, or cancellation and regrant, of an Option would result in the restart of the holding periods associated with Incentive Stock Option status, such restart will not be deemed to

adversely affect the Participant if the exercise price for the newly repriced or regranted Option is not more than half of the exercise price for the original Option.

(b) **Term.** The maximum term of an Option will be 5 years from the date of the AGM Resolution, subject to earlier termination in accordance with the terms of the Plan and the Award Agreement.

(c) **Vesting.** In general, options granted under this Plan will vest as to 25% on the first anniversary of the vesting commencement date, and as to 25% each anniversary thereafter over the next three years. In general, the vesting commencement date will be the last of the following dates preceding the date of grant: (i) 15 January, (ii) 15 April, (iii) 15 July or (iv) 15 October. The Plan Administrator reserves the right to approve a different vesting schedule in its sole discretion.

(d) **Conditions to Exercise.**

(i) The Company reserves the right to limit the period of exercise, regardless of vested status of the Option, to no more than a limited period following the release of interim (normally quarterly) financial reporting. To exercise an Option, the Participant must deliver (A) the exercise agreement stating the number of shares being purchased and, if applicable, the account number or digital wallet address into which the shares should be deposited, (B) payment in full of the exercise price and any tax withholding obligations, and (C) any additional documents, including a joinder to a voting agreement or shareholders' agreement, requested or required by the Company as a condition to exercise.

(ii) If a Participant is subject to U.S. income tax and is exercising an Option prior to vesting, and if he or she chooses to make a Section 83(b) election, he or she must deliver, within 30 days after the date of exercise, a completed copy of his or her Section 83(b) election, the applicable taxes due in connection with that election and evidence of timely receipt of the Section 83(b) election by the Internal Revenue Service. If a Participant does not make a Section 83(b) election or fails to satisfy these requirements, the Plan Administrator will instruct the Company to withhold and remit (if applicable) taxes on, and report to the applicable taxing authorities, the income recognized on each subsequent vesting date of the Award.

(iii) The Plan Administrator may modify the exercise agreement form, and the procedure for exercise, from time to time. The Plan Administrator may restrict exercise to those times when the Plan Administrator has a reasonable basis to determine Fair Market Value and may prohibit exercise in anticipation of a material corporate event (including but not limited to a financing or Change of Control). The Plan Administrator may require that an Option may be exercised only for whole shares and for not less than a reasonable number of shares at any one time.

(e) **Non-Exempt Employees.** If an Option is granted to an employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, the Option will not be first exercisable for any shares of Common Stock until at least six months following the Grant Date of the Option (although the Award may vest prior to such date). Consistent with the provisions of the Worker Economic Opportunity Act, (i) if such non-exempt employee dies or suffers a disability, (ii) on a Change of Control in which such Option is not assumed, continued, or substituted, or (iii) on the Participant's retirement (as such term may be defined in the Participant's Award agreement or in another agreement between the Participant and the Company, or, if no such definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Options may be exercised earlier than six months following the Grant Date. The foregoing provision is intended to operate so that any income derived by a non-exempt employee from the exercise or vesting of an Option will be exempt from his or her regular rate of pay. If required for compliance with the Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee from the exercise, vesting or issuance of any shares under any other Award will be exempt from the employee's regular rate of pay, the provisions of this paragraph will apply to all Awards and are hereby incorporated by reference into such Award agreements.

(f) **Effect of Termination of Service.** The Plan Administrator will establish and define in the Award Agreement how an Option will be treated on a Termination of Service. Unless otherwise set forth in the Award Agreement, the following treatment will apply:

(i) Any portion of an Option that is not vested and exercisable on the date of a Participant's Termination of Service will expire on such date.

(ii) Any portion of an Option that is vested and exercisable on the date of a Participant's Termination of Service will expire on the earliest to occur of:

(A) if the Participant's Termination of Service occurs for reasons other than Cause, Disability or death, the date that is 3 months after such Termination of Service;

(B) if the Participant's Termination of Service occurs by reason of Cause, the date of the Termination of Service;

(C) if the Participant's Termination of Service occurs by reason of death or Disability the date that is 12 months after such Termination of Service;

(D) if the Participant dies during any of the foregoing post-termination exercise periods, the date that is 12 months after death;

(E) if the Plan Administrator determines during any of the foregoing post-termination exercise periods that Cause for termination existed at the time of the Participant's Termination of Service, immediately on such determination;

(F) if, during any of the foregoing periods, the Company undergoes a Change in Control and the successor or acquiring entity refuses to assume the Award, then on the closing of the Change of Control; and

(G) the Option Expiration Date.

8. Stock Option Categories. Options are either Incentive Stock Options (ISOs) or Nonqualified Stock Options (NSOs). Only employees who are eligible for ISOs may be granted ISOs. All other employees and other persons can only be granted NSOs.

9. Incentive Stock Option Limitations. The terms of an Incentive Stock Option must comply in all respects with Section 422 of the Code, or any successor provision, and any applicable regulations thereunder, each of which is incorporated by reference into this Plan. The Plan Administrator will construe the terms of any Option granted as an Incentive Stock Option within the meaning of Section 422 of the Code, and if the Option (or a portion thereof) does not meet the requirements of Section 422 of the Code, that Option (or that portion) will be treated as a Nonqualified Stock Option. The requirements of Section 422 include the following:

(a) **ISO Limit.** The maximum number of shares that may be issued on the exercise of Incentive Stock Options under this Plan will equal [91,672,048] shares (the "ISO Limit"). Each increase to the Share Reserve authorized by the Board and stockholders after the Effective Date will also result in a corresponding increase in this ISO Limit, unless otherwise expressly provided in the Board or stockholder resolutions approving such increase.

(b) **ISO Granting Period.** Section 422 of the Code provides that no Incentive Stock Options may be granted more than 10 years after the later of (i) the adoption of the Plan by the Board and (ii) the adoption by the Board of any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code. For clarity, any amendment of the Share Reserve that also amends the ISO Limit will be deemed the adoption of a new plan for purposes of Code Section 422.

(c) **ISO Qualification.** If the aggregate Fair Market Value (determined as of the Grant Date) of Common Stock with respect to which a Participant's Incentive Stock Options become exercisable for the first time during any calendar year (under the Plan and all other stock option plans of the Company and its parent and subsidiary corporations) exceeds \$100,000, or if the Option otherwise does not comply with the requirements under Section 422 of the Code, the Option (or the portion that does not meet the requirements of Section 422) will be treated as a Nonqualified Stock Option. If the Participant holds two or more such Options that become exercisable for the first time in the same calendar year, such limitation will be applied on the basis of the order in which such Options are granted.

(d) **Eligible Employees.** Individuals who are not employees of the Company or one of its parent or subsidiary corporations may not be granted Incentive Stock Options. Except as otherwise determined by the Board, employees who reside or work outside of the United States may not be granted Incentive Stock Options.

(e) **Exercise Price.** Incentive Stock Options will be granted with an exercise price per share not less than the Fair Market Value of the Common Stock on the Grant Date, and in the case of an Incentive Stock Option granted to a Participant who owns more than 10% of the total combined voting power of all classes of the stock of the Company or of its parent or subsidiary corporations (a "Ten Percent Stockholder"), will be granted with an exercise price per share not less than 110% of the Fair Market Value of the Common Stock on the Grant Date. The Plan Administrator will determine status as a Ten Percent Stockholder in accordance with Section 422 of the Code.

(f) **Option Term.** Section 422 of the Code provides that the maximum term of an Incentive Stock Option will not exceed 10 years, and in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, will not exceed five years, in each case, subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option. However, the maximum term of any Option granted under this Plan will be 5 years from the date of the AGM Resolution, subject to earlier termination in accordance with the terms of the Plan and the Award Agreement.

(g) **Exercisability.** An Option designated as an Incentive Stock Option will cease to qualify for favorable tax treatment as an Incentive Stock Option to the extent it is exercised (if permitted by the terms of the Option) (i) more than three months after the date of a Participant's termination of employment if termination was for reasons other than death or disability, (ii) more than one year after the date of a Participant's termination of employment if termination was by reason of disability, or (iii) more than six months following the first day of a Participant's leave of absence that exceeds three months, unless the Participant's reemployment rights are guaranteed by statute or contract.

(h) **Taxation of Incentive Stock Options.** To obtain the tax benefits afforded to Incentive Stock Options under Section 422 of the Code, the Participant must hold the shares acquired on the exercise of an Incentive Stock Option for two years after the Grant Date and one year after the date of exercise (that is, the Participant must not transfer the shares until at least the day after the expiration of these periods). A Participant may be subject to the alternative minimum tax at the time of exercise of an Incentive Stock Option. The Participant must give the Company prompt notice of any disposition of shares acquired on the exercise of an Incentive Stock Option prior to the expiration of these holding periods.

(i) **Code Definitions.** For the purposes of this Section 8, "disability," "parent corporation" and "subsidiary corporation" will have the meanings attributed to those terms for purposes of Section 422 of the Code.

(j) **Stockholder Approval.** Section 422 of the Code provides that if the stockholders of the Company do not approve the Plan within 12 months after the Board's adoption of the Plan (or the Board's adoption of any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code) Incentive Stock Options granted under the Plan after the date of the Board's adoption (or approval) will be treated as Nonqualified Stock Options. Section 422 of the Code provides that no Incentive Stock Options may be granted more than ten years after the earlier of

the approval by the Board or the stockholders of the Plan (or any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code).

10. Tax Matters.

(a) **Withholding.** The Company will require the Participant to pay to the Company or a Related Company, as applicable, the amount of (i) any taxes that the Company or a Related Company is required by applicable federal, state, local or foreign law to withhold with respect to an Award ("tax withholding obligations") and (ii) any other amounts due from the Participant to the Company, any Related Company or any governmental authority ("other obligations"). The Company will not be required to issue any shares of Common Stock or otherwise settle an Award under the Plan until such tax withholding obligations and other obligations are satisfied.

(b) **Section 409A.** The Company intends that the Plan and Awards granted under the Plan (unless otherwise expressly provided for in the Award Agreement) are exempt from the requirements of Section 409A to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the exclusion applicable to stock options, stock appreciation rights and certain other equity-based compensation under Treasury Regulation Section 1.409A-1(b)(5), or otherwise. The Plan Administrator will use reasonable best efforts to interpret, operate and administer the Plan and any Award granted under the Plan in a manner consistent with this intention. However, the Plan Administrator makes no representations that Awards granted under the Plan will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to Awards granted under the Plan.

(i) If Section 409A is applicable to any Award granted under the Plan (that is, to the extent not so exempt), the Plan Administrator intends that the non-exempt Award will comply with the deferral, payout, plan termination and other limitations and restrictions imposed under Section 409A.

(ii) If necessary for exemption from, or compliance with, Section 409A:

(A) All references in the Plan or any Award granted under the Plan to the termination of the Participant's employment or service are intended to mean the Participant's "separation from service," within the meaning of Section 409A(a)(2)(A)(i).

(B) The Plan Administrator will treat each installment that vests or is delivered under an Award in a series of payments or installments as a separate payment for purposes of Section 409A, unless expressly set forth in the Award Agreement that each installment is not a separate payment.

(C) If the Participant is a "specified employee," within the meaning of Section 409A, then if necessary to avoid subjecting the Participant to the imposition of any additional tax under Section 409A, amounts that would otherwise be payable under the Plan or any Award granted under the Plan during the six-month period immediately following the Participant's "separation from service" will not be paid to the Participant during such period, but will instead be accumulated and paid to the Participant (or, in the event of the Participant's death, the Participant's estate) in a lump sum on the first business day after the earlier of the date that is six months following the Participant's separation from service or the Participant's death.

(D) If, after the Grant Date of an Award, the Plan Administrator determines that an Award is reasonably likely to fail to be either exempt or compliant with Section 409A, the Plan Administrator reserves the right, but will not be required, to unilaterally (and without the affected Participant's consent) amend or modify the Plan and any Award granted under the Plan so that the Award qualifies for exemption from or complies with Section 409A. Any such amendment or modification made to avoid the imposition of adverse taxation under Section 409A will be deemed not to materially adversely impact the Participant.

(E) The right to any dividends or dividend equivalents declared and paid on the number of shares underlying an Option may not be contingent, directly or indirectly, on the

exercise of the Option and must otherwise comply with or qualify for an exemption under Section 409A. In addition, the right to any dividends or dividend equivalents declared and paid on shares acquired under an Award must (i) be paid at the same time such dividends or dividend equivalents are paid to other stockholders (although it may be subject to the same restrictions as the underlying shares) and (ii) comply with or qualify for an exemption under Section 409A.

11. Restrictions on Transfer of Awards & Common Stock. Any purported Transfer of an Award, or shares of Common Stock issued under the Plan in violation of the Plan will be null and void, will have no force or effect, and the Company will not register in its records any such purported transfer.

(a) **No Transfer of Awards.** In general, a Participant may not sell, assign, pledge (as collateral for a loan or as security for the performance of an obligation or for any other purpose) or otherwise Transfer an Award or interest in an Award, other than by will or by the applicable laws of descent and distribution. During a Participant's lifetime, only the Participant granted the Award may exercise the Award or purchase the shares under the Award. The Plan Administrator may permit the Transfer of an Award or an interest in an Award if that Transfer complies with all applicable laws and does not result in the loss of the exemption from registration used by the Company for this Plan.

(b) **No Transfer of Shares.** Before the earlier to occur of (x) the date on which the initial registration of the Common Stock under Sections 12(b) or 12(g) of the Exchange Act first becomes effective and (y) a Change of Control, the Plan Administrator reserves the right to impose restrictions on transfers of shares issued under the Plan, to the greatest extent permitted by law.

(c) **Market Standoff.** In the event of a public offering by the Company, whether underwritten or not underwritten, of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, Participant will not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose of or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any securities of the Company however or whenever acquired (except for those being registered) without the prior written consent of the Company or the underwriters. Such limitations will be in effect for such period of time as may be requested by the Company or such underwriter. However, that in no event will such period exceed 180 days after the effective date of the registration statement for such public offering, plus such additional period requested by the underwriters as is necessary to comply with regulatory restrictions on the publication of research reports (including, but not limited to, FINRA Rule 2241, or any amendments or successor rules). Participant will execute an agreement reflecting the foregoing, if requested by the underwriters at the time of such public offering. These limitations will in all events terminate two years after the effective date of the registration statement for the Company's initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended. To enforce this provision, the Company may impose stop-transfer instructions with respect to the shares until the end of the applicable standoff period.

12. Changes to Company's Common Stock.

(a) If the Company undertakes a stock dividend, stock split, reverse stock 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, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto) and that results in (x) the outstanding shares of Common Stock, or any securities exchanged therefor or received in their place, being exchanged for a different number or kind of securities of the Company or any other company or (y) new, different or additional securities of the Company or any other company being received by the holders of shares of Common Stock, then the Plan Administrator will make proportional adjustments in (1) the maximum number and kind of securities available for issuance under the Plan; (2) the maximum number and kind of securities issuable as Incentive Stock Options; and (3) the number and kind of securities that are subject to any outstanding Award and the per share price of such securities, without any change in the aggregate price to be paid therefor. The determination by the Plan Administrator as to the terms of any of the foregoing adjustments will be conclusive and binding. For clarity, the issuance by the Company of shares of stock of any class, or

securities convertible into shares of stock of any class, for cash or property, or for labor or services rendered, either on direct sale or on the exercise of rights or warrants to subscribe therefor, or on conversion of shares or obligations of the Company convertible into such shares or other securities, will not affect, and no adjustment by reason thereof will be made with respect to, outstanding Awards.

(b) **Dissolution or Liquidation.** To the extent not previously exercised or settled, and unless otherwise determined by the Plan Administrator in its sole discretion, Awards will terminate immediately prior to the dissolution or liquidation of the Company. To the extent a vesting condition, forfeiture provision or repurchase right applicable to an Award has not been waived by the Plan Administrator, the Award will be forfeited immediately prior to the consummation of the dissolution or liquidation.

(c) **Change of Control.** The following provisions will apply to Awards in the event of a Change of Control unless otherwise provided in the Award Agreement or any other written agreement between the Company or any Affiliate and the Participant. In the event of a Change of Control, the Board may take one or more of the following actions with respect to Awards, contingent on the closing or completion of the Change of Control:

(i) arrange for the surviving or acquiring company (or its parent company) to assume or continue the Award or to substitute a similar stock award for the Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Change of Control) that preserves the material terms of the original Award;

(ii) accelerate the vesting, in whole or in part, of the Award (and, if applicable, the time at which the Award may be exercised or settled) to a date prior to the effective time of such Change of Control as the Board determines (or, if the Board does not determine such a date, to the date that is five days prior to the effective date of the Change of Control), with such Award terminating immediately prior to the effective time of the Change of Control;

(iii) cancel or arrange for the cancellation of the Award, to the extent not vested or not exercised prior to the effective time of the Change of Control, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; and

(iv) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the Participant would have received on the exercise or settlement of the Award immediately prior to the effective time of the Change of Control, over (B) any price payable by such holder in connection with such exercise or settlement, in consideration for the termination of such Award at or immediately prior to the closing. For clarity, this payment may be zero if the Fair Market Value of the property is equal to or less than the exercise or purchase price.

The Board need not take the same action with respect to all Awards or portions thereof or with respect to all Participants. The Board may take different actions with respect to the vested and unvested portions of an Award. The Board provide that payments may be subject to the same terms and conditions as the payment of consideration to the holders of the Company's Common Stock in connection with the Change of Control is delayed as a result of escrows, earn outs, holdbacks or other contingencies. The Board may also provide that payments made over time will remain subject to substantially the same vesting schedule as the Award, including any performance-based vesting metrics that applied to the Award immediately prior to the closing of the Change of Control.

(d) **Single Trigger.** Provided a Participant does not have a Termination of Service before the closing of a Change of Control, and subject to the Participant signing and returning a joinder agreement comparable to (and no more onerous than) that required of the Company's stockholders as part of the definitive agreement documenting the Change of Control if such joinder agreement is required by the successor or surviving entity in the Change of Control (together, the "Acceleration Conditions"), then the Plan Administrator will accelerate the vesting of that Participant's then-outstanding Awards as to 100% of the then-unvested shares of Common Stock subject to each such Award.

(e) **Further Adjustment of Awards.** The Plan Administrator will have the discretion to take additional action as it determines to be necessary or advisable with respect to Awards. Such authorized action may include (but will not be limited to) establishing, amending or waiving the type, terms, conditions or duration of, or restrictions on, Awards so as to provide for earlier, later, extended or additional time for exercise, lifting restrictions and other modifications, and the Plan Administrator may take such actions with respect to all Participants, to certain categories of Participants or only to individual Participants. The Plan Administrator may take such action before or after granting Awards to which the action relates and before or after any public announcement with respect to such sale, merger, consolidation, reorganization, liquidation, dissolution or change of control that is the reason for such action.

(f) **No Limitations.** The grant of Awards will in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

13. Term of the Plan. This Plan will expire on the day prior to the Company's annual general meeting held in 2022, and if no such meeting is held, then 30 June 2022. The Plan Administrator may not grant new Awards after the Plan is terminated. Stockholders of the Company must approve any increase in the Share Reserve and ISO Limit within 12 months before or after the increase, as applicable, is adopted by the Board.

14. Amendment and Termination.

(a) **Plan Amendment, Suspension or Termination.** The Board may amend, suspend or terminate the Plan or any portion of the Plan at any time and in such respects as it will deem advisable. No amendment will be effective absent stockholder approval if required by applicable law (including the laws governing the effectiveness of the AGM Resolution), regulation or stock exchange rule.

(b) **Award Amendment.** To the extent permitted by applicable law and subject to any required shareholder approvals, the Plan Administrator may amend any Award at any time. However, the Plan Administrator may not amend an Award in a manner that materially adversely impacts the rights of the Participant holding that Award without the Participant's written consent. A Participant will not be deemed to have been materially adversely impacted if the Board amends an Award: (i) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code, (ii) to change the terms of an Incentive Stock Option, if such change results in impairment of the Award solely because it impairs the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code, (iii) to clarify the manner of exemption from, or to bring the Award into compliance with Section 409A, (iv) to correct clerical or typographical errors or (v) to comply with other applicable laws or listing requirements.

15. No Individual Rights.

(a) No individual or Participant will have any claim to be granted any Award under the Plan. The Company has no obligation for uniformity of treatment of Participants under the Plan.

(b) Nothing in the Plan or any Award will be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Related Company or limit in any way the right of the Company or any Related Company to terminate a Participant's employment or other relationship at any time, with or without cause.

16. Conditions on Issuance of Shares.

(a) The Company will have no obligation to issue or deliver any shares of Common Stock under the Plan or make any other distribution of benefits under the Plan unless, in the opinion of the Company's counsel, such issuance, delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the PLCA, the Securities Act or the laws of any state or foreign jurisdiction) and the applicable requirements of any securities exchange or similar entity.

(b) The Company will be under no obligation to any Participant to register for offering or resale or to qualify for exemption under the Securities Act, or to register or qualify under the laws of any state or foreign jurisdiction, any shares of Common Stock, security or interest in a security paid or issued under, or created by, the Plan, or to continue in effect any such registrations or qualifications if made.

(c) As a condition to the receipt of Common Stock under the Plan, the Plan Administrator may require (i) the Participant to represent and warrant that such shares are being purchased or received only for the Participant's own account and without any present intention to sell or distribute such shares, (ii) the Participant to appoint a member of the Board as having the sole and exclusive power of attorney, to the maximum extent permitted by applicable laws, to vote all shares of Common Stock subject to the Award, which power will be effective until the earlier of the completion of a Change of Control or the Company's public offering of its securities on a national stock exchange or national market such as Nasdaq or NYSE, and (iii) the Participant to undertake additional actions as necessary to comply with federal, state and foreign securities laws.

(d) The Company may issue shares of Common Stock on a noncertificated basis, including as digital assets located on a distributed ledger or blockchain, to the extent not prohibited by applicable law or the applicable rules of any stock exchange.

(e) Cash settlement. If delivery of shares of Common Stock to a Participant is prohibited, restricted or, in the Company's opinion, unreasonably administratively burdensome due to laws, regulations and/or securities registration practices (applicable to the Company and/or the Participant), the Plan Administrator may determine, in its sole discretion, that the Participant, upon vesting and exercise of the Options, shall be entitled to a cash settlement only (no issuance and delivery of shares of Common Stock) in an amount equal to the total Fair Market Value as of the date of exercise less the total Exercise Price, subject to applicable tax withholdings ("Cash Settlement").

17. No Rights as a Stockholder. Unless otherwise provided by the Plan Administrator or in the instrument evidencing the Award or in a written employment, services or other agreement, no Award will entitle the Participant to any cash dividend, voting or other right of a stockholder unless and until the date of issuance under the Plan of the shares that are the subject of such Award and the associated share capital increase having been registered in the Norwegian Register of Business Enterprises. All other shareholder rights associated with shares issued under this Plan, hereunder those referenced in Section 11-12 (2) no.9 of the PLCA, will attach from the date of issuance of the shares. Each Participant agrees to assist as reasonably necessary to cause subscription rights and shares issued under an Award to be registered with the Norwegian Central Securities Depository, if and to the extent such registration is required by applicable law.

18. Participants in Other Countries or Jurisdictions. The Plan Administrator may grant Awards to Eligible Persons of any nationality residing in any geography on such terms and conditions different from those specified in the Plan, as may, in the judgment of the Plan Administrator, be necessary or desirable to foster and promote achievement of the purposes of the Plan. The Plan Administrator has the authority to adopt Plan modifications, administrative procedures, subplans and the like as may be necessary or desirable to comply with provisions of the laws or regulations of other countries or jurisdictions in which the Company or any Related Company may operate or have employees or ongoing individual contractors.

19. No Trust or Fund. The Plan is intended to constitute an "unfunded" plan. Nothing contained herein will require the Company to segregate any monies or other property, or shares of Common Stock, or to create any trusts, or to make any special deposits for any immediate or deferred amounts payable to any Participant. No Participant will have any rights that are greater than those of a general unsecured creditor of the Company. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

20. Successors. All obligations of the Company under the Plan with respect to Awards will be binding on any successor to the Company, whether the existence of such successor is the result of a

direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all the business and/or assets of the Company.

21. Severability. If any provision of the Plan or any Award is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or any Award under any law deemed applicable by the Plan Administrator, such provision will be construed or deemed amended to conform to applicable laws. If it cannot be so construed or deemed amended without, in the Plan Administrator's determination, materially altering the intent of the Plan or the Award, such provision will be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award will remain in full force and effect.

22. Choice of Law. The Plan, all Awards granted thereunder, and all determinations made and actions taken pursuant hereto, will be governed by the laws of Norway; provided, however, that applicable laws of the United States shall apply in relation to US Participants, without giving effect to principles of conflicts of law.

23. Legal Requirements. The granting of Awards and the issuance of shares of Common Stock under the Plan are subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. Applicable laws include the PLCA and the Securities Trading Act of the Kingdom of Norway dated 27 June 2007, as amended.



APPENDIX A

DEFINITIONS

As used in the Plan and Award Agreements:

"Acceleration Conditions" is defined in Section 11(d) above.

"Acquired Entity" means any entity acquired by the Company or a Related Company or with which the Company or a Related Company merges or combines.

"Acquisition Price" means the value of the per share consideration (consisting of securities, cash or other property, or any combination thereof), receivable or deemed receivable on a Change of Control in respect of a share of Common Stock, as determined by the Plan Administrator in its sole discretion.

"AGM Resolution" means resolution as approved by the Company's shareholders at the annual general meeting held on 12 May 2021.

"Award" means any Option or, if permitted by applicable law and resolutions of the shareholders of the Company, another similar appreciation-based incentive payable in cash or in shares of Common Stock, as may be designated by the Plan Administrator from time to time consistent with the AGM Resolution.

"Award Agreement" means the written document stating the terms of the Award.

"Board" means the Board of Directors of the Company.

"Cause," unless otherwise defined in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant's commission of any felony; (ii) such Participant's commission of a crime involving fraud, dishonesty or moral turpitude under the laws of the Kingdom of Norway, England and Wales or the United States or any state thereof (in each case, only to the extent applicable to the Participant) that is reasonably likely to result in material adverse effects on the Company or a Related Company; (iii) such Participant's intentional, material violation of any contract or agreement between the Participant and the Company or a Related Company or of any statutory duty owed to the Company or a Related Company; (iv) such Participant's unauthorized use or disclosure of the confidential information or trade secrets of the Company or a Related Company; or (v) such Participant's gross misconduct that is reasonably likely to result in material adverse effects on the Company or a Related Company. The determination that a termination of the Participant is either for Cause or without Cause will be made by the Board, in its sole discretion. Any determination by the Board that a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect on any determination of the rights or obligations of the Company or such Participant for any other purpose.

"Change of Control," unless the Plan Administrator determines otherwise with respect to an Award at the time the Award is granted or unless otherwise defined for purposes of an Award in a written employment, services or other agreement between the Participant and the Company or a Related Company, means consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(1) Any person or entity becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction.

(2) There is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or

similar transaction, the stockholders of the Company immediately prior thereto do not own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar transaction, or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(3) There is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to a person or entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(4) The Company's stockholders approve a plan for the complete liquidation of the Company.

However, (A) the term Change of Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change of Control (or any analogous term) in an individual written agreement between the Company or any Related Companies and the Participant will supersede the foregoing definition with respect to Awards subject to such agreement.

In addition, a Change of Control will not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other entity or person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (B) solely because the level of ownership held by any person or entity (the "Subject Person") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding. However, if a Change of Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities owned by the Subject Person over the designated percentage threshold, then a Change of Control will be deemed to occur.

If necessary for compliance with Code Section 409A, no transaction will be a Change of Control unless it is also a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5).

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"Common Stock" means the common stock, par value 0.15 Norwegian Krone per share, of the Company.

"Company" means IDEX Biometrics ASA, a Norwegian corporation, organization number NO 976 846 923.

"Disability," unless otherwise defined by the Plan Administrator for purposes of the Plan or in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means a mental or physical impairment of the Participant that is expected to result in death or that has lasted or is expected to last for a continuous period of 12 months or more and that causes the Participant to be unable to perform his or her

material duties for the Company or a Related Company and to be engaged in any substantial gainful activity, in each case as determined by the Company's chief human resources officer or other person performing that function or, in the case of directors and executive officers, the Plan Administrator, each of whose determination will be conclusive and binding.

"Effective Date" means 12 May 2021.

"Eligible Person" means any person eligible to receive an Award as set forth in Section 5 of the Plan.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended from time to time.

"Fair Market Value" means the per share fair market value of the Common Stock as established in good faith by the Plan Administrator. If the Common Stock is not publicly traded, the Plan Administrator will determine Fair Market Value in a manner consistent with Sections 409A and 422 of the Code. If the Common Stock is publicly traded, the Plan Administrator will use the greatest of: (1) the average closing price of the Company's Common Stock, as reported by Oslo Børs or other established securities exchange on which the Company's Common Stock is readily trading, over 10 trading days immediately preceding the applicable date and (2) the closing price of the Company's share, as reported by Oslo Børs or other established securities exchange on which the Company's Common Stock is readily trading, on the trading day immediately preceding the applicable date. In determining the value of a share for purposes of tax reporting on the exercise, issuance or transfer of shares subject to Awards, fair market value may be calculated using the definition of Fair Market Value, the actual sales price in the transaction at issue (e.g., "sell to cover"), or such other value determined by the Company's general counsel or principal financial officer in good faith in a manner that complies with applicable tax laws.

"Good Reason" will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term as applicable to an Award and, in the absence of such agreement, such term means, with respect to a Participant, the Participant's resignation from all positions he or she then-holds with the Company following: (i) a reduction in the Participant's base salary of more than 10% or (ii) the required relocation of Participant's primary work location to a facility that increases his or her one-way commute by more than 50 miles, in either case, only if (x) Participant provides written notice to the Company's Chief Executive Officer within 30 days following such event identifying the nature of the event, (y) the Company fails to cure such event within 30 days following receipt of such written notice and (z) Participant's resignation is effective not later than 30 days thereafter.

"Grant Date" means the later of (a) the date on which the Plan Administrator completes the corporate action authorizing the grant of an Award or such later date specified by the Plan Administrator and (b) the date on which all conditions precedent to an Award have been satisfied, provided that conditions to the exercisability or vesting of Awards will not defer the Grant Date.

"Incentive Stock Option" or "ISO" means an Option granted with the intention that it qualify as an "incentive stock option" as that term is defined for purposes of Section 422 of the Code or any successor provision.

"Nonqualified Stock Option," "Nonstatutory Stock Option," or "NSO" means an Option that does not qualify as an Incentive Stock Option.

"Option" means a right to purchase Common Stock granted under Section 7 of the Plan. Options are either Incentive Stock Options or Nonstatutory Stock Options. Options are also referred to as "subscription rights" pursuant to the PLCA.

"Option Expiration Date" means the last day of the maximum term of an Option.

"Option Term" means the maximum term of an Option as set forth in Section 7(b) of the Plan.

"Participant" means any Eligible Person to whom an Award is granted.

"Plan" means the 2021 Subscription Rights Incentive Plan.

"Plan Administrator" has the meaning set forth in Section 3(a) of the Plan.

"PLCA" means the Public Limited Companies Act of the Kingdom of Norway dated 13 June 1997, as amended.

"Related Company" means any entity that, directly or indirectly, is in control of, is controlled by or is under common control with the Company.

"Section 409A" means Section 409A of the Code.

"Securities Act" means the U.S. Securities Act of 1933, as amended from time to time.

"subscription right" means independent subscription rights granted by the Company in accordance with section 11-12 of the PLCA, and generally referred to herein as an Option.

"Substitute Awards" means Awards granted or shares of Common Stock issued by the Company in substitution or exchange for awards previously granted by an Acquired Entity.

"Successor Company" means the surviving company, the successor company, the acquiring company or its parent, as applicable, in connection with a Change of Control.

"Termination of Service," unless the Plan Administrator determines otherwise with respect to an Award, means a termination of employment or service relationship with the Company or a Related Company for any reason, whether voluntary or involuntary, including by reason of death or Disability. Any question as to whether and when there has been a Termination of Service for the purposes of an Award and the cause of such Termination of Service will be determined by the Company's chief human resources officer or other person performing that function or, with respect to directors and executive officers, by the Board, whose determination will be conclusive and binding. Transfer of a Participant's employment or service relationship between the Company and any Related Company will not be considered a Termination of Service for purposes of an Award. Unless the Board determines otherwise, a Termination of Service will be deemed to occur if the Participant's employment or service relationship is with an entity that has ceased to be a Related Company. A Participant's change in status from an employee of the Company or a Related Company to a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company, or a change in status from a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company to an employee of the Company or a Related Company, will not be considered a Termination of Service. Termination of Service shall be deemed to occur upon the expiration of any applicable statutory or contractual termination notice periods.

"Transfer" means, as the context may require, (a) any sale, assignment, pledge, hypothecation, mortgage, encumbrance or other disposition, whether by contract, gift, will, intestate succession, operation of law or otherwise, of all or any part of an Award or shares issued thereunder, as applicable, (b) any transaction designed to give the stockholder essentially the same economic benefit as any of the foregoing, and (c) any verb equivalent of the foregoing.

"Vesting Commencement Date" means the Grant Date or such other date selected by the Plan Administrator as the date from which an Award begins to vest.



IDEX BIOMETRICS ASA

2021 EMPLOYEE SHARE PURCHASE PLAN (THE "PLAN")

The following constitute the provisions of the 2021 Employee Share Purchase Plan of IDEX Biometrics ASA (the "Company"), as approved by the Annual General Meeting of the Company on 12 May 2021 (the "Effective Date") in accordance with a proposal and resolution by the Board of Directors on 20 April 2021.

1. Purpose

The purpose of the Plan is to provide Employees of the Company and its Designated Subsidiaries with an opportunity to subscribe for Common Stock of the Company.

The Company intends for the Plan to have three components; i) a U.S. Code Section 423 component (the "US Component") applicable to US employees, ii) a UK component applicable to UK employees (the "UK Component"), and iii) a component applicable to all employees outside the United States and United Kingdom (the "General Component"). Except at otherwise provided herein, the US Component and UK Component will operate and be administered in the same manner as the General Component.

The Company's intention is to have the US Component of the Plan qualify as an "employee stock purchase plan" within the meaning of Section 423 (b) of the U.S. Internal Revenue Code of 1986, as amended (the "US Code"), and shall be interpreted in accordance with that intent.

2. Definitions

- (a) "Board" means the Board of Directors of the Company.
- (b) "Business Day" means Monday to Friday, excluding Saturday, Sunday and public holidays in Norway.
- (c) "Common Stock" means the common stock of the Company, currently listed and quoted on Oslo Børs under ticker symbol "IDEX".
- (d) "Company" means IDEX Biometrics ASA, a company organized and existing under the laws of the Kingdom of Norway with organization number 976 846 923.
- (e) "Company Registry" shall mean the Norwegian Register of Business Enterprises.
- (f) "Compensation" means the net (after-tax) salary of an Employee in the Company or a Designated Subsidiary.
- (g) "Continuous Status as an Employee" means the absence of any interruption or termination of service as an Employee. Continuous Status as an Employee shall not be considered interrupted in the case of (i) sick leave; (ii) military leave; (iii) maternity or paternity leave to which the Employee is entitled by law; (iv) any other leave to which the Employee is entitled under applicable mandatory laws without affecting his or her right to continued employment; and (v) any other leave of absence approved by the Company or its Designated Subsidiaries, provided that such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by statute or agreed by contract, or unless otherwise provided pursuant to Company policy adopted from time to time; or (vi) in the case of transfers between locations of the Company or between the Company and its Designated Subsidiaries (provided, however, if a Participant transfers from a Contribution Period under the US Component to a Contribution Period under the UK Component or General Component, the subscription for Shares on the Subscription Date will be qualified under the

US Component only to the extent such purchase complies with Section 423 of the U.S. Code; provided further, if a Participant transfers from a Contribution Period under the UK Component or General Component to a Contribution Period under the US Component, the subscription for Shares on the Subscription Date will remain non-qualified under the UK Component or General Component). Each Contribution Period under the US Component will be administered so as to ensure that all Participants have the same rights and provisions as are provided by Section 423 (b) (5) of the U.S. Code.

(h) "Contribution Period" means a period of six (6) calendar months, starting on the first day of the calendar month following each planned public disclosure on Oslo Børs of the half-yearly and fourth quarter financial results of the Company, such calendar months being September through February and March through August. The first Contribution Period shall commence on 1 September 2021 and continue through 28 February 2022. In no event may the Contribution Period under the US Component exceed 27 months.

(i) "Contributions" means all amounts deducted from the Compensation payable to the Employee and credited to the account of a Participant pursuant to the Plan.

(j) "Corporate Transaction" means a sale of all or substantially all of the Company's assets, or a merger, consolidation or other capital reorganization of the Company with or into another corporation, or any other transaction or series of related transactions in which the Company's shareholders immediately prior thereto own less than 50% of the voting share of the Company (or its successor or parent) immediately thereafter.

(k) "Designated Subsidiaries" means the Subsidiaries that have been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan, whether now or hereinafter existing. As of the Effective Date, IDEX America Inc., a Delaware corporation, and IDEX Biometrics UK (Ltd), a UK company, constitute the Designated Subsidiaries.

(l) "Employee" means any person, including, in respect to the US Component and the General Component only, any officer, who is an employee for income tax purposes and who is customarily employed for at least 50 percent work time (or, in the case of the US Component, at least 20 hours per week) and more than five (5) months in a calendar year by the Company or one of its Designated Subsidiaries.

(m) "Enrollment Period" means the period from the date of public disclosure on Oslo Børs of half-yearly or fourth quarter financial results of the Company to the day before the commencement of the Contribution Period following such disclosure. The "Enrollment Date" means last day of the Enrollment Period. The first Enrollment Period shall be 12 August – 31 August 2021 and the first Enrollment Date shall be 31 August 2021.

(n) "Exercise Date" means the last Business Day of a Contribution Period.

(o) "NICs" shall mean employee National Insurance Contributions under the UK Component.

(p) "Participant" means any eligible Employee who has completed and filed an application form to participate in the Plan as set forth in Section 5 (a).

(q) "Participant Tax Liabilities" shall mean all income tax and, with respect to the UK Component, employee NICs.

(r) "Plan" means this 2021 Employee Share Purchase Plan.

(s) "PLCA" means the Public Limited Liability Companies Act of the Kingdom of Norway dated 13 June 1997, as amended, or any successor thereto.

(t) "Subscription Date" means the first Business Day following a Contribution Period.

(u) "Subscription Price" means with respect to a Contribution Period an amount equal to 85% of the lowest of (i) the closing price of the Company's Share, as reported by Oslo Børs, on the first day of the Contribution Period (or the trading day immediately prior to the first day of the Contribution

Period, if such date is not a trading day), and (ii) the closing price, as reported by Oslo Børs, of the share on the last trading day of the Contribution Period; provided, however, that with respect to the US Component, to the extent the foregoing is not deemed to represent fair market value with respect to Section 423 of the U.S. Code, the Subscription Price shall not be less than 85% of the lower of the fair market value (as determined in a manner consistent with Section 423 of the U.S. Code) on the first day of the Contribution Period and the Exercise Date.

(v) "Securities Laws" means applicable securities laws and regulations in the Kingdom of Norway, including but not limited to the Securities Trading Act of 29 June 2007, as amended, or any successor thereto, and related regulation.

(w) "Share" means a share of Common Stock, as adjusted in accordance with Section 15 of the Plan.

(x) "Subsidiary" means a direct or indirect subsidiary corporation of the Company, as defined in Section 1-3 of the PLCA; provided that, with respect to the US Component, a "Subsidiary" shall mean a "subsidiary corporation" of the Company as defined in Section 424 (f) of the U.S. Code.

(y) "VPS" means the Norwegian Central Securities Depository (Nw.: Verdipapirsentralen).

3. Eligibility

Any person who is an Employee in the Company or any of its Designated Subsidiaries as of the Enrollment Date shall be eligible to participate in the Contribution Period under the Plan, subject to the requirements of Section 5(a) and (c). Notwithstanding the foregoing and with respect to the US Component, participation in the Plan will neither be permitted nor be denied contrary to the requirements in the U.S. Code.

4. Enrollment Periods; Contribution Periods

(a) The Plan shall consist of two Contribution Periods of six (6) months' duration. Enrollment Periods shall be the period from the public disclosure on Oslo Børs of half-yearly and fourth quarter financial results of the Company to the day before commencement of the following Contribution Period, and the pertaining Contribution Period being the following full month after such public disclosure and last for six months. The Board may determine amendments to the foregoing periods.

(b) The Company may have separate Contribution Periods that vary in terms (provided that such terms are not inconsistent with the provisions of the Plan or the requirements of an "employee stock purchase plan" under Section 423 of the U.S. Code to the extent the Contribution Period is made under the US Component), and the Company will designate which Company or Designated Subsidiary is participating in each Contribution Period. It is intended that, unless the Board otherwise determines, each Contribution Period with respect to IDEX America Inc. shall be under the US Component, each Contribution Period with respect to IDEX Biometrics UK (Ltd) shall be under the UK Component and each Contribution Period with respect to the Company shall be under the General Component. It is intended that each Contribution Period with respect to the US Component, UK Component and General Component be separate "offerings" in accordance with Treas. Reg. 1.423-2 (a).

(c) The Plan shall continue until terminated in accordance with Section 20 hereof.

5. Participation

(a) An Employee may become a Participant in the Plan by completing an application form, and, in respect to the UK Component, signing such form as a deed, attached hereto as Appendix I, and filing it through the Global Shares website [link] prior to the applicable Enrollment Date. Such application form shall set forth an amount to be deducted from the Participant's Compensation (subject to Section 6 below) to be designated and applied as Contributions pursuant to the Plan. Such amount shall, at a maximum, be 20% of the Employee's gross (pre-tax) base salary from the Company or a Designated Subsidiary, and must be at least a total of NOK 6,000 (or equivalent foreign currency at the Enrollment Date) for each Contribution Period. An application to participate in the Plan shall automatically be renewed for subsequent Contribution Periods at the same level as set out by the Employee in the

application form, unless the Employee gives written notice of termination to the Company prior to the applicable Enrollment Date.

(b) Payroll deductions from the Compensation shall commence on the first payroll cycle in the first full month in the Contribution Period and shall end on the last payroll paid on or prior to the last date of the Contribution Period to which the application form is applicable, unless sooner terminated on terms as set forth in Section 10 (b) or (c).

(c) Employees cannot apply to participate in the Plan if they are in possession of inside information, as that term is defined by Securities Laws.

6. Method of Payment of Contributions

A Participant shall elect to have fixed amount payroll deductions made on each payday during the Contribution Period. All payroll deductions made by a Participant shall be credited to his or her account as Contributions under the Plan.

7. Rights and Obligations to Subscribe for Shares

On the Enrollment Date of each Enrollment Period each Employee participating in the pertaining Contribution Period shall be granted a right, coupled with an obligation, to subscribe on each Subscription Date for Shares of the Company's Common Stock with a Subscription Price as determined in Section 2 (u) above.

8. Subscription for Shares – Subscription Price

(a) Unless the right to subscribe for Shares granted is terminated in accordance with Section 10, the Participant's right and obligation to subscribe for Shares will be exercised automatically on the last Business Day of a Contribution Period (the Exercise Date), and, subject to Section 8 (c) below, the maximum number of full Shares subject to such right (determined by dividing a Participant's account balance by the Subscription Price) will be subscribed for at the applicable Subscription Price on the following Subscription Date. The Company and its Designated Subsidiaries shall be authorized to subscribe for Shares in accordance with the Plan on behalf of the Participants.

(b) Payment of the Subscription Price shall be made out of the Participant's Contributions and the Company and its Designated Subsidiaries shall be authorized to make such payment in accordance with the Plan on behalf of the Participants.

(c) No fractional Shares shall be issued, and the full number of shares is always rounded down. Any payroll deductions accumulated in a Participant's account that are not sufficient to subscribe for one hundred (100) full Shares after the Exercise Date, and any other balance remaining in a Participant's account at the end of a Contribution Period, will be refunded to the Participant promptly.

(d) During his or her lifetime, a Participant's right to subscribe for Shares hereunder is exercisable only by him or her.

(e) With respect to the US Component, except as otherwise determined by the Board in advance of a Contribution Period, the maximum number of Shares a Participant may subscribe for with respect to a Contribution Period shall be the least of (i) the number of Shares that may be purchased under Section 8 (a) above, (ii) a number of Shares equal to USD 25,000 divided by the fair market value of the Shares on the first day of the Contribution Period or (iii) such lesser number of Shares as determined by the Board.

9. Delivery

As soon as reasonably practicable after each Subscription Date of each Contribution Period and the payment of the Subscription Price, the Company shall register the share capital increase associated with the share issue in the Company Registry and the number of Shares subscribed for by each Participant shall thereafter be deposited into the designated Global Shares account in the VPS for the

Participant. Upon delivery of the Shares, the Participant shall have no further rights in respect to the corresponding Contributions.

10. Irrevocability; Termination of Employment

(a) An application to participate in the Plan is irrevocable and a Participant may not withdraw any Contributions credited to his or her account under the Plan, except on terms as set forth in this Section 10 (b).

(b) Upon termination of the Participant's Continuous Status as an Employee as defined in Section 2 (g) prior to [the Subscription/Exercise Date] of a Contribution Period for any reason, including retirement or death, the Contributions credited to his or her account will be returned to him or her or, in the case of his or her death, to his or her estate, personal representative or beneficiary by bequest or inheritance, as the case may be, and his or her right to subscribe for Shares will be automatically terminated.

11. Currency

The exchange rate from the currency of the Participant's Contributions to Norwegian kroner shall be equal to the average exchange rate over the 10 trading days immediately preceding the Subscription Date, as reported by the Central Bank of Norway (*Nw.*: Norges Bank).

12. Stock

(a) Subject to adjustment as provided in Section 20, the maximum number of Shares available for subscription under the Plan shall be 45,836,024.

(b) The Participant shall have no interest or voting right in Shares until such Shares have been duly issued to the Participant.

13. Administration

(a) Unless otherwise determined by the Board from time to time, the Company's Human Resources Department, Sarah Mathews, sarah.mathews@idexbiometrics.com, will serve as contact person for the Plan. The Board shall act as Plan administrator on behalf of the Company. The Board shall have full power and exclusive authority, subject to the terms of this Plan, the resolution by the Annual General Meeting, and restrictions under the PLCA and Securities Laws, to i) interpret and administer the Plan and any other agreement or document related to the Plan, ii) establish rules and delegate administrative duties to the Company's staff or an outside agency consistent with applicable law, for the proper administration of the Plan (the Company may request that a Participant registers for an account with such outside administration agent), iii) and make any other determination or take any other action that the Board deems necessary or desirable for administration of the Plan. The Board's decisions will be final, conclusive and binding on all persons, including the Company, any Participant, any shareholder and any eligible Employee.

(b) The full cost of administration of the Plan and all transaction costs and cost of outside agent services up to delivery of the Shares, will be borne by the Company.

14. Transferability

Neither Contributions credited to a Participant's account nor any rights with regard to receive Shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution, or as provided in Section 10 (b)) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an effective termination of the Participant's Continuous Status as an Employee in accordance with Section 10 (b).

15. Adjustments Upon Changes in Capitalization; Corporate Transactions

(a) In the event of a dissolution or liquidation of the Company, any Contribution Period in progress will terminate immediately prior to the consummation of such action, unless otherwise provided by the Board.

(b) In the event of a Corporate Transaction, any Contribution Period in progress shall accelerate and the right to subscribe for Shares shall automatically be exercised in accordance with Section 8. A new Subscription Date shall be set (the "New Subscription Date") by the Board, as of which date any Contribution Period then in progress will terminate. The New Subscription Date shall be on or before the date of consummation of such Corporate Transaction. The subscription for Shares shall be made in the maximum amount of Shares that can be subscribed for at the applicable Subscription Price for the Contributions made in such accelerated Contribution Period. The Shares issued under the Plan shall be purchased by the successor corporation or a parent or Subsidiary of such successor corporation.

16. Taxes

(a) The Participant is responsible for any and all personal income, payroll or wealth tax consequences of participation in the Plan. The Participant must also pay any and all taxes levied on transfer of funds or shares or dividends or sales proceeds from shares subscribed for by the Participant hereunder.

(b) Participants in the Plan are encouraged to seek competent tax advice, at the Participant's own cost.

(c) The Company or Designated Subsidiaries, as the case may be, will cover all taxes incurred in its role as employer of the Participant.

(c) The Participant shall indemnify and keep indemnified the Company or the relevant Designated Subsidiary in respect of any Participant Tax Liability.

(d) The Participant shall indemnify and keep indemnified the Company or the relevant Designated Subsidiary in respect of any taxes levied on transfer of funds or shares or dividends or sales proceeds from shares subscribed for by the Participant hereunder.

(e) Notwithstanding anything to the contrary in the foregoing, the Participants in the Plan under the US Component are subject to the following tax provisions:

(i) Participation in the Plan is subject to any minimum required tax withholding on income of the Participant in connection with the Plan. Each Participant agrees, by entering into the Plan, that the Company and its Designated Subsidiaries shall have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant, including Shares issuable under the Plan. The Company and/or the Designated Subsidiary may, but will not be obliged to, withhold from the Participant's Compensation or any other payments due the Participant the amount necessary to meet such withholding obligations, withholding a sufficient amount whole number of Shares issued following exercise having an aggregate value sufficient to pay such taxes or withhold from the proceeds of the sale of Shares, either through a voluntary sale or a mandatory sale arranged by the Company or any other method of withholding that the Company and/or the Designated Company deems appropriate.

(f) Notwithstanding anything to the contrary in the foregoing, the Participants in the Plan under the UK Component are subject to the following tax provisions:

(i) All Income tax and employee National Insurance Contributions ("NICs") ("Participant Tax Liabilities") arising as a consequence of participation in the Plan shall be borne by the Participant. The Company or the relevant Designated Subsidiary, as the case may be, shall be entitled to deduct any Participant Tax Liabilities from any future payments to be made to the relevant Participant.

(ii) To the extent that the Participant does not put the Company and / or the relevant Designated Subsidiary in funds in accordance with section 16(f)(i) and 16(c) within a reasonable amount of time, the Participant permits the Company or the Designated Subsidiary as appropriate to sell on the Participant's behalf such number of Shares issued to the Participant as will provide sufficient sale proceeds to satisfy the Participant Tax Liability.

(iii) The Company or Designated Subsidiary, as the case may be, will cover all taxes incurred in its role as employer of the Participant, including any Employer's NICs.

(iv) Participants in the Plan are encouraged to seek competent tax advice, at the Participant's own cost. The Company provides the following tax information on a reasonable effort basis, without assuming any liability or responsibility thereof:

- The Contributions will be deducted from the Participant's net base salary, meaning that the Participant will already have paid the relevant employment taxes on those amounts. Therefore, if any Contributions are returned to you pursuant to the provisions of this Plan, then there will be no further employment related taxes to pay on those amounts.
- As the Shares are to be issued to the Participant at a discount, that discount will be deemed for tax purposes to be a benefit provided to the Participant by its employer. On that basis, the difference between the Subscription Price and the market value of the Shares on the Subscription Date will be subject to income tax and NICs (both employees and employer's).
- An amount equivalent to the income tax and employee's NICs will be deducted from future payments to be made to the Participant by the Company or the relevant Designated Subsidiary (eg. on the next payday). If for any reason the Company or the relevant Designated Subsidiary cannot deduct these amounts from a future payment, then the Participant will be required to pay such amounts to the Company or the relevant Designated Subsidiary as applicable. Alternatively, the Company or the Designated Subsidiary may sell Shares on the Participant's behalf as set out in section 16(f)(ii) above.
- Any employer's NICs arising as a consequence of the subscription of Shares will be paid for by the relevant employer and the Participant will not be required to reimburse such amounts.
- On each Subscription Date, the Company or the relevant Designated Subsidiary (depending on which entity is the Participant's employer) shall enter into a joint election under s.431 of the Income Tax (Earnings and Pensions) Act 2003 and the Company shall also enter into such an election on behalf of the Participant (under the power of attorney included in the Application Form). The purpose of this election is to take the Shares out of the UK's restricted securities tax regime, and therefore to protect both the Participant and the Company from any future unexpected income tax or NICs charges.

17. Amendment or Termination

The Board may at any time and for any reason terminate or amend the Plan; provided, that any such amendments or terminations are consistent with the provisions of any applicable board authorization granted by the General Meeting of the Company. Notwithstanding any of the foregoing, the Board may not amend the Plan without the consent of the Participant if the amendment would impair any of the vested rights or obligations of the Participant under the Plan.

18. Notices

All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

19. Conditions Upon Issuance of Shares

(a) Shares shall not be issued in accordance with any rights granted pursuant to the Plan unless the issuance and delivery of such Shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the PLCA and the Securities Laws and, if so

determined by the Board, shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) As a condition to the issuance of Shares in accordance with any rights granted pursuant to the Plan, the Company may require the Participant to represent and warrant at the time of any such exercise that the Shares are being subscribed for only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

20. Term of Plan; Effective Date

The Plan is effective as of the Effective Date by shareholder approval on the Annual General Meeting in the Company on 12 May 2021, and any successive authorizations, and will be in effect until terminated by the Board in accordance with Section 17.

21. Relationship with employment contract

(a) The Employee's rights and obligations under the terms of his/her employment with the Company or a Designated Subsidiary shall not be affected by the existence of the Plan or any of its terms.

(b) The value of any benefit realized by an Employee shall not be taken into account in determining any pension or similar entitlements.

(c) The Employee shall have no right to compensation or damages on account of any loss in respect of the Plan where this loss arises (or is claimed to arise), in whole or in part, from:

- termination of employment with; or
- notice to terminate employment given by or to,

the Company or a Designated Subsidiary. This exclusion of liability shall apply however termination of employment, or the giving of notice, is caused, and however compensation or damages are claimed.

(d) The Employee will have no right to compensation or damages from the Company or any Designated Subsidiary (or any associated company) on account of any loss in respect of the Plan where this loss arises (or is claimed to arise), in whole or in part, from:

- any company ceasing to be in the Company's group; or
- the transfer of any business to any person who is not in the same group as the Company.

This exclusion of liability shall apply however the change of status of the relevant company, or the transfer of the relevant business, is caused and however compensation or damages are claimed.

21. Additional Limitations Applicable to US Component

Notwithstanding anything in the Plan to the contrary, no Participant shall be eligible to be granted a right to subscribe for Shares if such Participant, immediately after grant of such right, would be treated as owning Stock possessing 5 percent or more of the total combined voting power or value of all classes of Stock of the Company or any "parent corporation" (as defined in Section 424 (e) of the U.S. Code) or "subsidiary corporation" (as defined in Section 424 (f) of the U.S. Code) (together, "Related Corporations"). For purposes of the preceding sentence, the attribution rules of Section 424 (d) of the U.S. Code shall apply in determining the stock ownership of a Participant, and all Stock which the Participant has a contractual right to purchase shall be treated as Stock owned by the Participant. In addition, no Participant may be granted a right to subscribe for Shares which permits his or her rights to subscribe for Stock under the Plan, and any other employee stock purchase plan of the Company and its Related Corporations, to accrue at a rate which exceeds US\$25,000 of the fair market value of such stock (determined on the grant date or dates) for each calendar year in which such rights are outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423 (b) (8) of the U.S. Code and shall be applied taking rights into account in the order in which they were granted.

APPENDIX I

Application Form

This deed is dated _____ (UK Component only)

PLEASE FILL IN SPACES BELOW WITH BLOCK LETTERS

This part of the application form contains protected personal data. Information provided will not be used or communicated other than in connection with the Plan. Terms in this application form shall have the meaning given to them in the plan documents.

SECTION A – PERSONALIA

Title: **Last Name:** **First Name:**

Address:

Country of Residence:

Employment number (if applicable):

Personal identification number:

Employer:

Date of Birth (ddmmyyyy):

SECTION B – APPLICATION FOR PARTICIPATION AND AUTHORISATION

I hereby apply to participate in the Plan according to the provisions as outlined in the plan documents, which I hereby accept to commit to.

I hereby authorise my employer to withdraw the amount specified below from my monthly net (after-tax) salary payments, to hold the Contributions in a bank account and to use it on or immediately after 1 March 2021 to subscribe for Shares in the Company at a Subscription Price equal to 85% of the lowest of (i) the closing price of the Company's Share, as reported by Oslo Børs, on the first day of the Contribution Period (or the trading day immediately prior to the first day of the Contribution Period, if such day is not a trading day), and (ii) the closing price, as reported by Oslo Børs, of the share on the last trading day of the Contribution Period; provided, however, that with respect to the US Component, to the extent the foregoing is not deemed to represent fair market value with respect to Section 423 of the U.S. Code, the Subscription Price shall not be less than 85% of the lower of the fair market value (as determined in a manner consistent with Section 423 of the U.S. Code) on the first day of the Contribution Period and the Exercise Date. I recognize that if my employment with my employer ends during the above said period, I will only receive the Contribution back and no longer be entitled to receive Shares at the end of the Enrollment Period. These instructions stand until the subscription for Shares has been completed and the Shares have been issued to me.

I also authorize the Company to deliver the Shares to a VPS account as designated by IDEX to hold Shares for Employees under the Plan, and to inform the bank holding such account of my personal protected data for the purpose of the transaction.

The Company and/or my employer is authorized to subscribe for Shares on my behalf in accordance with the Plan. My employer is further authorized to deduct an amount equal to the aggregate Subscription Price for the Shares allocated to me in accordance with the Plan from my Contributions, and to allocate said amount as share contribution.

In case it is not possible to meet this application in full due to the limit on the number of Shares available under the Plan, I hereby authorise the employer to scale down my application – and to change it accordingly – all based on the provisions of the Plan, as set out in the plan document.

SECTION C – TERMS AND CONDITIONS

I hereby consent to the monthly withdrawal from my net base salary payment an amount of;

(in the currency in which you receive salary)

and to the use if the aggregate amount for the subscription for Shares at set out above.

SECTION D – POWER OF ATTORNEY (UK Component only)

I hereby appoint the Company (acting by any of its directors from time to time) as my attorney to execute, in my name and on my behalf, a joint election under section 431(1) or 431(2) of the Income Tax (Earnings and Pensions) Act 2003, in respect of each subscription for Shares pursuant to the Plan on or within 14 days of the relevant Subscription Date.

The Company may appoint one or more persons to act as substitute attorney(s) for me and to exercise one or more of the powers conferred on the Company by the power of attorney set out in this Section D, other than the power to appoint a substitute attorney. The Company may subsequently revoke any such appointment.

The power of attorney set out in this Section D shall be irrevocable, save with the consent of the Company.

I declare that a person who deals in good faith with the Company or any substitute attorney as my attorney appointed under this Section D may accept a written statement signed by the Company or substitute attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

SECTION E - SIGNATURE

By signing this application form:

- I confirm my application which incorporates the terms of the Plan.
- I confirm that the data stated above are correct.
- I acknowledge my obligation to keep the Company and the Designated Subsidiaries indemnified as set out in Section 16 of the Plan.

Signature:

Place and date:

UK Component only:

Executed as a deed by [NAME OF PARTICIPANT]

in the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

Attendance Summary Report

13:18:13

| | |
|-------------------------------------|-------------|
| Registered Attendees: | 4 |
| Total Votes Represented: | 390 560 146 |
| Total Accounts Represented: | 78 |
| Total Share Capital: | 916 720 485 |
| Total Voting Capital: | 916 657 607 |
| % Total Voting Capital Represented: | 42,61 % |
| % Total Capital Represented: | 42,61 % |

| | | | | | |
|------------------------------------|-----------------------------|--|-------------------------|-----------------|--|
| | Sub Total: | 4 | 0 | 390 560 146 | |
| <u>Capacity</u> | <u>Registered Attendees</u> | <u>Registered Non-Voting Attendees</u> | <u>Registered Votes</u> | <u>Accounts</u> | |
| Shareholder (web) | 1 | 0 | 196 726 | 1 | |
| 3rd Party Proxy (web) | 1 | 0 | 855 575 | 4 | |
| CHAIR OF THE BOARD WITH PROXY | 1 | 0 | 213 875 433 | 53 | |
| CHAIR OF THE BOARD WITH INSTRUCTIC | 1 | 0 | 175 632 412 | 20 | |


 Freddy Hermansen
 DNB Bank ASA Issuer Services



As scrutineer appointed for the purpose of the Poll taken at the Annual General Meeting of the Members of the Company held on 11 mai 2021, I HEREBY CERTIFY that the result of the Poll is correctly set out as follows:-

Issued share capital: 916 657 607

| | VOTES FOR / FOR | % | VOTES MOT / | % | VOTES AVSTAR / | VOTES TOTAL | % of ISC VOTED | NO VOTES |
|-----|--------------------|--------|----------------|-------|-------------------|----------------|-------------------|-------------|
| 1 | 390 560 146 | 100,00 | 0 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 2 | 390 560 146 | 100,00 | 0 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 3 | 390 548 896 | 100,00 | 0 | 0,00 | 11 250 | 390 560 146 | 42,61 % | 0 |
| 4 | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 5a) | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 5b) | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 6.1 | 325 065 185 | 83,27 | 65 298 235 | 16,73 | 196 726 | 390 560 146 | 42,61 % | 0 |
| 6.2 | 325 261 911 | 83,28 | 65 298 235 | 16,72 | 0 | 390 560 146 | 42,61 % | 0 |
| 7.1 | 326 465 759 | 83,59 | 64 094 387 | 16,41 | 0 | 390 560 146 | 42,61 % | 0 |
| 7.2 | 326 465 759 | 83,59 | 64 094 387 | 16,41 | 0 | 390 560 146 | 42,61 % | 0 |
| 8 | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 9.1 | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 9.2 | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 10 | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 11 | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 12 | 390 548 896 | 100,00 | 11 250 | 0,00 | 0 | 390 560 146 | 42,61 % | 0 |
| 13 | 390 548 896 | 100,00 | 0 | 0,00 | 11 250 | 390 560 146 | 42,61 % | 0 |

Yours faithfully,



Freddy Hermansen
DNB Bank ASA Issuer Services

