

NEO FINANCE, AB RULES ON GRANTING COMPANY'S SHARES

GENERAL PROVISIONS

1. NEO Finance, AB Rules on granting Company's shares (hereinafter **"the Rules"**) establish the principles and procedure on granting shares of NEO Finance, AB (hereinafter **"the Company"**) to managers and other employees of the Company and its subsidiaries.
2. Definitions used in the Regulations:
 - 2.1. **"Company"** means NEO Finance, AB, company identification number: 303225546, registered office address: A. Vivulskio g. 7, LT-03162, Vilnius, Lietuva / Lithuania.
 - 2.2. **"Shares"** means the ordinary registered shares of the Company with a face value of EUR 0.44.
 - 2.3. **"Employee"** means a person who, as of the day of adopting the decision of the Board of the Company to allocate the Shares, is linked with the Company or its subsidiary by employment relationship and holds a managerial position or holds a position where functions of particular importance to the Company are performed (except for Board Members).
 - 2.4. **"Rules"** means NEO Finance, AB Rules on granting Company's shares, which establish the principles and procedure on granting shares of the Company to managers and other employees of the Company and its subsidiaries.
 - 2.5. **"Option"** means the right being granted by the Company to the Employee to acquire the Shares for the price indicated in the Option Agreement in accordance with the procedure, conditions and within the time limits established in the Option Agreement.
 - 2.6. **"Option Agreement"** means the written agreement being concluded between the Employee and the Company and establishing the right of the Employee to acquire the Shares in accordance with the conditions and procedure established in that agreement.
 - 2.7. **"Annex to the Option Agreement"** means the annex to the Option Agreement being concluded between the Employee and the Company wherein the parties to the Option Agreement indicate, after each calendar year, whether the Employee has met the targets set in the Option Agreement and, if so, the degree of meeting them in percentage points.
3. For the purposes of the Rules, subsidiary companies (subsidiaries) mean companies in which, as of the day of adopting the decision of the Board of the Company to allocate the Shares, the Company holds 50 % or more of shares.
4. The main purposes of the grant of the Shares and approval of these Rules:
 - 4.1. To harmonise the objective of the Company's shareholders and Employees to seek the sustainable growth of the value of the Company;
 - 4.2. To provide the Employees with an opportunity to benefit from the long-term value of NEO Finance and its subsidiaries being created;
 - 4.3. To attract and retain motivated, competent, industrious and responsible Employees by interesting them to become shareholders and earn together with the Company.
5. The maximum total number of the Shares of the Company that can be acquired on the grounds of the Option Agreements is 155 136, which accounts for a portion of about 4% of the current authorised capital of the Company.

PROCEDURE FOR THE CONCLUSION OF THE OPTION AGREEMENTS AND GRANT OF THE SHARES

6. A decision on specific employees who are to be granted the right to acquire the Shares and the



specific number of the Shares allowed to be acquired by each Employee shall be adopted, upon the proposal of the direct supervisor, by the Board of the Company in accordance with the Rules, effective provisions of legal acts, and the following procedure:

- 6.1. The Board of the Company shall approve, upon the proposal of the direct supervisor, the target performance indicators of the Company or individual business targets for divisions, managers or other employees to be attained to allow to grant the Shares, and those targets shall be established in the Option Agreements;
- 6.2. Discussions of the implementation of the targets shall be organised at the end of each calendar year after the signing of the Option Agreement. During the discussions, it shall be determined whether the Employee has met the set targets and whether the Employee will be able to exercise the right to the number of the Shares allocated to that period three years from the day of the signing of the Option Agreement. If the targets provided for in the Option Agreement have been met in part but to at least 80% (the minimum limit is 80%; if less, the right to the option shall not be granted), the right to the respective portion of the shares of the Option shall be granted but it shall be reduced proportionally and a percentage portion corresponding to the percentage points of meeting the targets shall be allocated. The results of the discussion shall be indicated in the Annex to the Option Agreement.
7. Each Employee who, by a decision of the Board of the Company, is granted the right to sign the Option Agreement shall be informed about that within 5 working days from the day of adopting the decision of the Board, with indication of the specific number of the Shares proposed for acquisition and provision of a draft of the Option Agreement.
8. The Employee shall be given a period of 5 working days to consider the proposal to sign the Option Agreement and, if the decision is positive, to sign it.
9. The Employee has the right to sign the Option Agreement in respect of the whole number of the proposed Shares, to sign the Option Agreement in respect of a number of shares smaller than proposed or to refuse to sign the Option Agreement.
10. The principles of the Option Agreement:
 - 10.1. The Option Agreement shall be signed with each Employee to whom the Shares are to be allocated.
 - 10.2. The Employee has the right but not the obligation to enter into the Option Agreement.
 - 10.3. The Option Agreement shall specify the targets and other conditions upon meeting which the Employee shall acquire the right to acquire the Shares.
 - 10.4. The number of the Option Agreements that can be signed with a single Employee shall not be limited.
 - 10.5. The detailed terms and conditions of the Option Agreement, in accordance with the Rules, shall be established by the Board of the Company.
 - 10.6. The Option Agreement with the Employee shall specify the maximum number of shares proposed for acquiring by the Employee.
11. The Option Agreements may be concluded only with those Employees who, as of the day of adopting the decision of the Board of the Company to sign the Option Agreement, have not been notified and have not notify the Company or its subsidiary about the termination of employment relationship.
12. The Option Agreement may provide for cases when a number of the Shares smaller than that provided for in the Option Agreement is allocated or when the right to acquire the Shares in accordance with the Option Agreement expires.
13. The price of selling the Shares to the Employee in accordance with these Rules is EUR 0.25 per Share (i.e. the Shares shall be allocated for partial consideration).



14. The agreements for the acquisition of the Shares shall be concluded and the Employees, provided that they continue to be linked with the Company by employment relationship, shall acquire the right of ownership to the Shares three years from the day of the signing of the Option Agreement, provided that the Employee has not lost this right (for example, it has not been withdrawn and the Employee has not waived it).
15. The Option Agreement shall discuss the conditions of whether the Employee is allowed to exercise the right to acquire the Shares and, if so, the number of the Shares covered by this right if the employment relationship of the Employee with the Company or subsidiary cease earlier than three years from the day of the signing of the Option Agreement.
16. The Shares may not be allocated to the Employee who is a shareholder of the Company or subsidiary and who owns shares granting 1/20 or more of all votes.
17. Three years after the conclusion of the Option Agreement and provided that the Employee retains the right to exercise his right to acquire the shares of the Company, the Employee shall, not later than within 15 working days from acquiring the right to exercise his right to acquire the shares of the Company, notify about his desire to acquire the Shares on the terms and conditions established in the Option Agreement.
18. If the Employee signed the Option Agreement and, after three years (or earlier if such a possibility is provided for in the Option Agreement), refrained from exercising the rights granted by the Option Agreement, shall not be entitled to request or receive any compensation.
19. The Option Agreement may provide for conditions that in case of termination of employment relationship between the Employee and the Employer earlier than after three years, he can also exercise his right to acquire the portion of the Shares accumulated before the termination of employment relationship (the same notice period as established in Point 17 of the Rules shall apply). If the Employee acquires the Shares (signs the agreement on the purchase and transfer of the Shares or the agreement on the subscription to the Shares) already after termination of his relationship with the Company, he shall be responsible for payment of all taxes (if any) related to the acquisition of the Shares.
20. Upon receipt of the Employee's notice regarding the desire to exercise the right to acquire the Shares, the Board of the Company, in accordance with these Rules, decisions of the General Meeting of Shareholders of the Company and provisions of effective legal acts, shall decide, within 15 working days, on the specific method of exercising this right and shall inform the Employee about it in writing.
21. The right of the Employees to acquire the shares of the Company in respect of which the Option Agreements have been signed may be exercised as follows:
 - 21.1. When the Company makes a new share issues and the Employees subscribe to the newly issued ordinary registered Shares of the Company, or
 - 21.2. When the Company sales to the Employees the own Shares acquired by the Company.
22. The right of ownership to the Shares shall arise for the Employees who have signed the agreements on the acquisition of the Shares and properly fulfilled their obligations from the day when the Shares are entered in the personal securities account of the Employee.
23. The Employee shall pay the price of the Shares payable by him not later than within 5 working days from the day of the conclusion of the agreement on the acquisition of the Shares.
24. In case of death of the Employee, the right to dispose of the portion of the Shares acquired before the day of death shall pass to and it can be exercised by his heirs or and/or legatees.

DRAFTING AND APPROVAL OF THE RULES

25. The Rules, their amendments and supplements shall be drawn up by the Manager of the



- Company and he shall submit them for consideration to the Board of the Company.
26. The Board shall analyse and assess the draft of the Rules drawn up by the Manager of the Company and shall provide it after assessment, together with comments and proposals regarding the draft, to the General Meeting of Shareholders.
 27. The General Meeting of Shareholders shall approve the Rules or their amendments by a majority of votes of at least 2/3 carried by the shares held by the shareholders attending the Meeting.
 28. The Rules and their amendments and/or supplements shall enter into effect from their approval by a decision of the General Meeting of Shareholders of the Company and remain in effect until their amendment or withdrawal by a decision of the General Meeting of Shareholders of the Company.
 29. Amendments and supplements of the Rules shall not apply to previously signed Option Agreements and their application shall begin only in respect of those Option Agreements which will be signed after the approval of the new version.

CLOSING PROVISIONS

30. The provisions implementing the implementation of the Rules shall be established by the Board of the Company.
31. The Company undertakes to inform about the specific number of the Shares in respect of which the Option Agreements have been concluded with the Employees and about the specific number of the Shares acquired by the Employees in accordance with the procedure for the disclosure or information on material events established in legal acts.
32. Each year, the Company shall provide the General Meeting of Shareholders with information about the application and implementation of the provisions of the Rules during the previous financial year.
33. The Rules shall be published on the website of the Company and shall also be available for review at the head office of the Company.