

Free share allocation plan for SOFTBINATOR TECHNOLOGIES S.A.

STOCK OPTION PLAN 2023-2025

<p>Definitions</p>	<p>Company - SOFTBINATOR TECHNOLOGIES S.A., registered with the Bucharest Trade Registry under no. J40/13638/2017, EUID ROONRC. J40/13638/2017, unique registration code 38043696, with registered office in 1-5 Costache Negri Street, 4th Floor, District 5, Bucharest, Romania.</p> <p>Plan - this plan allocates free of charge a certain number of shares of the Company to employees, collaborators, consultants and individuals with key positions within Company, as well as any other companies that are or will be part of the group of which Softbinator Technologies S.A. is a part of and in which the latter holds participations ("Group"), subject to the fulfilment of the terms and conditions established herein.</p> <p>Shares - shares of the Company acquired or which will be granted in accordance with this Plan.</p> <p>The shares that will be distributed within the Plan will be: (i) either acquired by the Company through a buyback of own shares and/or public offer to buy own shares; (ii) or as well as through other methods provided by law, including, but without being limited to the increase of the share capital by conversion of the receivables against the Company of the Eligible Individuals.</p> <p>Option - the right granted to the individuals considered eligible, to receive 1 Share free of charge, provided that the terms and conditions of this Plan are observed.</p> <p>Option Agreement - represents the agreement concluded between the Eligible Individuals wishing to participate in the Plan and the Company, to establish the terms and conditions for acquiring the Shares within the Plan.</p> <p>Term for exercising the options - the period of at least 12 months from the date of signing the Option Agreement, at the end of which the beneficiaries of the Plan will be able to exercise the options granted according to the Plan and will be able to acquire the related Shares.</p>
<p>Duration of the Plan</p>	<p>2 (two) years from the Effective date.</p> <p>The first year for which Options will be granted, under the terms of the Plan, will be 2023, during which the Company will distribute to the beneficiaries of the Plan who have concluded with the Company the Option Agreement, a determined number of Shares in 2024, due to</p>



	<p>exercising the options, subject to fulfilment by such persons of the conditions for exercising the options.</p> <p>Without exceeding the maximum total number of Shares to be granted under the Plan, the mechanism will be applied similarly for the second year of the Plan, respectively 2024, for which the Company will distribute to the beneficiaries of the Plan who have concluded with the Company the Option Agreement, a determined number of Shares in 2025, due to exercising of the options, subject to fulfilment by such persons of the conditions for exercising the options.</p>
<p>Effective date</p>	<p>Date of approval of the Plan by the Extraordinary General Meeting of Shareholders of the Company.</p>
<p>Eligible Individuals</p>	<p>Employees with key roles, collaborators, consultants and management personnel within the Group who are considered to have a potentially significant impact on the Company's operating and financial results are eligible to benefit from the Plan and.</p> <p>As an example, the following are the people who contribute to the achievement of the technical, economic and personnel indicators of the Group, holding positions with key roles: (i) the main managers of the Group (Financial Manager, HR Manager, Technical Team Manager, Marketing Manager, Sales Manager) (ii) employees holding executive positions (technical specialist, development specialist, etc.) (iii) employees holding positions within the administrative staff of the Group, (iv) members of the Board of Directors and / or directors of the Group, (v) collaborators and consultants of the Group, (vi) other individuals holding positions in the organizational chart of the Group, considered key for carrying out the activity.</p> <p>For the beneficiaries, this Plan is an additional source of income, compared to their remuneration and motivates them to make a sustainable contribution and to ensure that their interests and those of the Company are always aligned.</p>
<p>Granting the Options</p>	<p>The Company will decide the number of Options to be granted to each Eligible Individual, for each year of the Plan, but the total number of Options granted to all Eligible Individuals may in no case exceed the limit provided in the chapter "<i>Maximum Number of Actions Allocated under the Plan</i>" herein below. For the avoidance of doubt, the principle according to which each Option corresponds to a Share in the Company applies to any Eligible Individual.</p> <p>To benefit from the granting of options, the Eligible Individuals must have the quality of employee / collaborator / consultant / management body at the moment of granting the Options and not be in the</p>



	<p>probationary period, established according to the employment / collaboration / consultancy and / or mandate contracts concluded with the Company or any other company from the Group.</p> <p>Additionally, the Board of Directors may decide to include in the Plan new team members whose performance may significantly influence the company's results.</p> <p>In this case, the Board of Directors will analyse whether the person meets the necessary conditions to be considered an Eligible Individual as well as whether he will be included in the first or second year of granting the Shares, in compliance with the Deadline for exercising the Options and the date of transfer of the shares by the Company, specified below.</p> <p>For clarity, a new employee / collaborator / consultant will be considered an Eligible Individual only if, at the date of granting options, he has a valid employment / collaboration / consultancy contract with the Company or any other company from the Group and is not in the probationary period, established according to the employment / collaboration / consultancy contract. For example, a person or any other company from the Group who becomes an employee / collaborator / consultant of the Company after October 1, 2023 will be able to acquire an Option Right only after the expiration of the period provided in the contract concluded with the Company or any other Company from the Group.</p> <p>In the case of the members of the Board of Directors, the Options may be granted upon the expiration of a term of 30 days from the date of their appointment by means of the Decision of the General Meeting of Shareholders.</p>
<p>Date of granting the Options</p>	<p>The options are granted to the Eligible Individuals, annually, starting with October 1st and until November 5th, by concluding the Option Agreement between the Company and the Eligible Individuals.</p> <p>A person who was included in the Plan in Year 1 may be considered eligible for the granting of options in Year 2 and may exercise the options granted for the previous period, in compliance with the provisions of this Plan.</p> <p>The Term for Exercising the Options runs separately for each person depending on the date of signing the Option Agreement, and for those who are beneficiaries of the Plan in the first year and wish to participate in the Plan and in Year 2, a new Option Agreement for Options will be concluded for the second year of the Plan.</p>



	<p>Thus, the exercise of the Options for year 2 will be done independently of the first year, subject to the fulfilment of the conditions for the exercise of the Shares, established for the second year of the Plan.</p>
<p>Conditions for exercising the Options</p>	<p>Eligible Individuals who have joined the Plan have the right to exercise the Options assigned to them under the Option Agreement if the following conditions are cumulatively met:</p> <p>(i) A period of at least twelve (12) months has elapsed from the date of conclusion of the Option Agreement; and</p> <p>(ii) The Eligible Individual has fulfilled the minimum performance criteria established by the Board of Directors for each beneficiary, individually.</p> <p>The establishment of the degree of fulfilment of the performance criteria of each Eligible Individual will be made following an individual evaluation carried out by the Board of Directors.</p> <p>If the contractual relationship between the Eligible Individual and the Company or a company from the Group terminates before the fulfilment of the conditions for exercising the options for a certain year of the Plan is ascertained, the Eligible Individual will not be entitled to exercise his Options, which were allocated to him at any time before relationship terminated. For the Eligible Individuals whose professional relationship with the Company or a company from the Group has ceased, all rights and claims arising from this Plan will cease, thus being understood that the Eligible Individuals are not entitled to any compensation in accordance with this Plan. The Option Agreement will contain express provisions in this regard.</p> <p>Individuals who have acquired the Options may not transfer, donate, sell or assign and may not encumber or cause any charge or other security to be imposed on the Options (or any rights arising therefrom). Also, the acquirers of the Options may not transfer or assign any rights or obligations arising from the Option Agreement, as they are not transferable. The right to exercise the Options will expire and will cease to have effect if its holder tries to make or conclude any acts having as object any of these restricted operations.</p> <p>For clarity, it is not considered an interruption in holding the position that qualified a person to become a beneficiary of the Options granted according to the provisions of this Plan, changing the position / function of the employee / collaborator / consultant or member of the Board of Directors to another position within the Group.</p>



<p>Period for exercising the Options</p>	<p>To the extent that the conditions for exercising the Options are met, the Company will notify each Eligible Individual of the fulfilment of the conditions for exercising the Options within a maximum of 10 working days from the date on which the evaluation regarding the compliance with the performance criteria was made, but not earlier than the expiration of the minimum period of one year from the date of conclusion of the Option Agreement. ("Exercise Notice") The notice will include the exact number of Options that may be exercised and the exact number of Shares to be received by the Eligible Individual by exercising the Options.</p> <p>The Eligible Individual who meets the conditions for exercising the Options and has received the Notice of Exercise, must express his acceptance in the sense of acquiring the Shares within 10 days from the receipt of the Notice of Exercise.</p>
<p>Date of transfer of Shares</p>	<p>The Company will compile a list of Plan beneficiaries who meet all the conditions for exercising the Options and who have the right to acquire the related Shares, and who have positively expressed their agreement to acquire the Shares and will send to Central Depository S.A. the necessary documents for the registration of the free transfers of the Shares, annually, at the latest on December 15th.</p> <p>Thus, the granting of the Shares to the beneficiaries of the Plan will be done within the legal term for processing these requests according to the regulations of the Central Depository S.A.</p>
<p>Maximum number of Actions allocated according to the Plan</p>	<p>The total number of shares that are available to assign free of charge, during the Plan period is 700,000 shares, representing approximately 6.8% of the Company's share capital at the moment of convening the General Meeting of Shareholders for approving this Plan, and in no case will be able to exceed at any time 10% of the Company's share capital. However, if the share capital of the Company will increase / decrease as a result of operations approved by the competent bodies of the Company, the amount of shares that can be allocated based on this Plan will be adjusted accordingly, in order for such a number to represent, at any time, 6.8% of the Company's share capital.</p>

