

## SUBSCRIPTION AGREEMENT TO ISSUER SERVICES

This Subscription Agreement to Issuer Services (“Agreement”) is concluded on  
by the following parties:

(1) **Nasdaq CSD SE**, a company registered in the Republic of Latvia with registration number 40003242879, legal address at Vaļņu iela 1, Riga, LV-1050, Latvia acting through its Estonian branch with registration number 14306553, registered address Maakri 19/1, Tallinn, Harju County, 10145 (“**Depository**”); and

(2) \_\_\_\_\_, a company registered in Estonia with registration number \_\_\_\_\_, registered address at \_\_\_\_\_ (“**Issuer**”) (hereinafter jointly referred to as the “**Parties**” and each individually as the “**Party**”).

1. Capitalised terms in this Agreement shall have the meaning ascribed to them in the Rules of Nasdaq CSD (“**Rules**”), unless expressly provided otherwise. The Rules in effect on any given date are applicable to this Agreement and available for viewing and downloading at the website of the Depository.
2. The Issuer confirms that it has read the Rules in effect at the date of signing this Agreement and that by signing this Agreement the Issuer subscribes to the Issuer Services (as defined in the Rules) and agrees to comply with the Rules and any documents adopted thereunder or incorporated therein by reference, as may be changed from time to time, which shall be treated as incorporated in this Agreement.
3. The financial instruments with particulars (“**Issue of Financial Instruments**”) provided in any of the Registration Applications are initially recorded and admitted to the Estonian Settlement System operated by the Depository.
4. The Issuer ensures that any written documents, requests, instructions, and other written communication, including via e-mail, to the Depository are signed by person (“**designated person**”) duly authorised by the Issuer. If designated person has no means to provide digital signature recognised by the Depository, the Issuer provides a specimen of signature of each of its designated persons in the form provided by the Depository (“**Specimen of Signatures**”). In case the designated person has changed, the Issuer promptly notifies the Depository of such change in writing. Before the Depository has received such notification of change, the Depository is entitled to rely on the authorisation of the designated persons that is valid before such notification.
5. This Agreement enters into force at the moment of admission of any Issue of Financial Instruments to the Settlement System referred to in Clause 3.
6. If so permitted by the applicable law and subject to the Rules, the Issuer has the right to unilaterally terminate this Agreement with not less than 30 calendar days prior written notice to the Depository.
7. The Depository has the right to unilaterally terminate or suspend the effect of this Agreement, subject to the Rules and applicable law:
  - 7.1. with 30 calendar days prior written notice if in the reasonable opinion of the Depository the Issuer or its appointed Issuer Agent or Fund Administrator materially breaches its obligations under this Agreement;
  - 7.2. with 30 calendar days prior written notice if circumstances arise which in the reasonable opinion of the Depository would materially affect the Issuer’s ability to fulfil its obligations under this Agreement; or

- 7.3. with immediate effect if the Depository has cancelled all the financial instruments forming the all Issues of Financial Instruments by the Issuer admitted to the Settlement System referred to in Clause 3.

Sections 2.14, 2.15, 2.17 and 2.18 of Chapter I of the Rules shall survive the termination of the contractual relationship with the Issuer.

8. The Issuer agrees that all invoices issued by the Depository in accordance with this Agreement are prepared in electronic form and sent to the Applicant's e-mail address provided on the Registration Application (unless and until the Issuer notifies the Depository a different e-mail address in accordance with the Rules). Before the Depository has received such notification of change, the Depository is entitled to send invoices to the stated e-mail address.
9. The Issuer agrees to accept electronically received invoices via e-mail with no signature.
10. This Agreement is governed by Estonian law and any dispute hereunder shall be settled in the same manner as under Section 2.18 of Chapter I of the Rules.
11. This Agreement may be signed digitally, or it may also be signed by using hand-written signatures, in which case the Agreement is executed in two counterparts, one for each Party.
12. This Agreement has the following Schedules which form an integral part thereof:
- 12.1. Annex 1 – Registration Application;

**For the Depository:**

*Digitally signed*

---

**For the Issuer:**

*Digitally signed*

---

Taotletav registritoiming/ Register act applied for  <b>OSADE REGISTREERIMINE/ Registration of shares of private limited company</b>	Menetluse aeg/ Requested proceeding:  Tavamenetlus (5 tööpäeva)/ Regular (5 business days) <input type="checkbox"/> Kiirmenetlus (2 tööpäeva)*/ Express (2 business days)* <input type="checkbox"/>
---	---

**I Andmed äriühingu kohta/ Issuer data**

1. Äriühingu nimi/Issuer's business name	2. Registrikood/ Registry code
3. Juriidiline aadress/Address	
4. Kontaktisiku nimi, e-post, telefon/ Contact person's name, e-mail, telephone number	
5. E-posti aadress, kuhu soovite arveid saada või e-arvete operaatori andmed/ E-mail address for invoices or e-invoices operator details	

**II Andmed osa kohta/ Securities data**

6. Registreeritava osa liigi nimetus vastavalt põhikirjale/ Name of shares to be registered	
7. Osakapital registreeritava osa liigi ulatuses/ Share capital within one type of shares	8. Osakapital kokku/ Total share capital
9. Osa võib pantida /Pledging of shares  Jah <input type="checkbox"/> Ei <input type="checkbox"/> Yes                      No	10. Ostueesõigus võõrandamisel kolmandale isikule Right of pre-emption  Jah <input type="checkbox"/> Ei <input type="checkbox"/> Yes                      No

**III Sanktsioonide kontroll/ Sanctions Controls within the Applicant Company**

11. Kas Teie ettevõttel, sealhulgas mis tahes sidusettevõttel (filiaalid, tütaretevõtted või esindused) on füüsiline kohalolek ÜRO, USA või ELi poolt sanktsioneeritud riigis/regioonis? / Does your Company, including any affiliates (branches, subsidiaries or representative offices) have physical presence in UN, US or EU sanctioned Country/Region?	Jah <input type="checkbox"/> Ei <input type="checkbox"/> Yes                      No  Kui jah, palun täpsustage / If Yes, please specify
12. Kas Teie ettevõtte, sealhulgas kõik sidusettevõtted (filiaalid, tütaretevõtted või esindused) osutab otseselt või kaudselt teenuseid või on muudes ärisuhetes klientidega/vastaspoolega, kelle suhtes kohaldatakse ÜRO, USA või ELi sanktsioone? / Does your Company, including any affiliates (branches, subsidiaries or representative offices) provide directly or indirectly services or have other business relationships with customers under UN, US or EU sanctions?	Jah <input type="checkbox"/> Ei <input type="checkbox"/> Yes                      No  Kui jah, palun täpsustage / If Yes, please specify
13. Kas Teie ettevõttel, sealhulgas mis tahes sidusettevõtetel (filiaalid, tütaretevõtted või esindused) on juhtkonna, keskmaste juhtide või lõplike kasusaajate hulgas isikuid, kelle suhtes kohalduvad ÜRO, USA või ELi poolt kehtestatud sanktsioonid? / Does your Company, including any affiliates (branches, subsidiaries or representative offices) have an Executive, Senior Officer or Beneficial Owner who is a sanctioned party under UN, US or EU sanctions?	Jah <input type="checkbox"/> Ei <input type="checkbox"/> Yes                      No  Kui jah, palun täpsustage / If Yes, please specify

#### IV Taotlusele lisatavad dokumendid/ Required additional documents

- 1) osanike nimekiri (iga osaniku kohta peab olema näidatud nimi, isiku-/registrikood, osa nimiväärtus, väärtapaberikonto number, panditud osa nimiväärtus);  
List of shareholders. The list has to include the following data: name of investor, ID code (date of birth) or registry code, securities account number, number of securities;
- 2) osanike otsus registreerimise kohta; shareholder's decision to register shares in the registry
- 3) põhikiri (esitatakse vaid juhul, kui põhikirja viimane versioon ei ole kätte saadav äriregistrist); / Articles of Association
- 4) allkirjanäidis (va. juhul, kui allkirjastatud taotluse esitab notar, taotluse allkirjastab juhatuse liige registripidaja juures või edastab dokumendid digitaalselt allkirjastatuna); / Specimen signature (the specimen signature is not required in case the member of the board signs the application on the spot at the Estonian CSD or if the documents have been sent to the registrar electronically);
- 5) asutamisel olevad ning äriregistrisse veel kandmata äriühingud peavad esitama asutamislepingu või asutamisosuse notariaalselt tõestatud ära kirja/  
If the registration of public limited company is in the process of being established, and have not yet been entered in the commercial register, a notarized hard copy of the foundation agreement or the foundation resolution must be submitted.

#### Märkused:

\*Registripidajal on ühepoolse otsuse alusel õigus minna kiirmenetlusele üle tavamenetlusele (5 tööpäeva, EVKS § 10 lg 4).

Registripidaja teavitab taotlejat tavamenetlusele üle minemisest 1 tööpäeva jooksul alates taotluse laekumisest.

Registripidaja läheb kiirmenetlusele üle tavamenetlusele eelkõige juhul, kui registripidajal tekib esitatud dokumentide pinnalt taotlejale täiendavaid küsimusi või dokumendinõudeid või juhul, kui 'tunne oma klienti' (KYC) printsiibi rakendamiseks vajatakse muul mõjuval põhjusel rohkem aega kui 1 tööpäev.

#### Notes:

\*The registrar has the unilateral right to apply ordinary proceeding (5 working days, § 10 (4) of the ECSD) instead of express proceeding. The registrar shall notify the applicant of the transition to the ordinary proceeding within 1 working day of the receipt of the application. The registrar will apply the ordinary proceeding, if the registrar has additional questions or document requests for the applicant on the basis of the submitted documents or if the implementation of the 'know your customer' (KYC) principle requires more time than foreseen for the express procedure.



#### Emitent/ISSUER:

EES JA PEREKONNANIMI (trükitähtedes) FIRST AND LAST NAME (in capital letters)	(allkiri/signature)	(kuupäev/date)
--	---------------------	----------------

#### NASDAQ CSD SE:

FIRST AND LAST NAME (in capital letters)	(allkiri/signature)	(kuupäev/date)
--	---------------------	----------------