QPR SOFTWARE PLC STOCK OPTIONS 2023

Based on the authorization granted by the Annual General Meeting of QPR Software Plc (the "**Company**") on 3 May 2023, the Board of Directors (the "**Board of Directors**") has on 6 September 2023 resolved on the issuance of special rights entitling to subscribe for shares in the Company referred to in Chapter 10, Section 1 of the Finnish Companies Act (624/2006, as amended) (the "**Stock Option(s)**") on the terms and conditions set forth below. The Stock Options will be issued to the key personnel of the Company and its subsidiaries (the "**Group**").

I TERMS AND CONDITIONS OF THE STOCK OPTIONS

1 Number of Stock Options

The total maximum number of Stock Options issued is 1,000,000 and they entitle their holders to subscribe for a total maximum number of 1,000,000 new shares in the Company or existing shares held by the Company (the "**Share(s)**"). The Board of Directors decides whether the Shares issued to the subscribers are new Shares or existing treasury Shares held by the Company.

All 1,000,000 Stock Options are marked with the symbol 2023.

2 Issuance of the Stock Options

The Stock Options will be issued free of charge to the Group's key personnel. The Company has a weighty financial reason for the issuance of the Stock Options as the Stock Options are intended to form a part of the incentive and commitment program of the Group's key personnel. The purpose of the Stock Options is to encourage the key personnel to work on a long-term basis to increase shareholder value as well as to commit the key personnel to the Group as their employer.

3 Distribution of Stock Options

The Board of Directors decides on the distribution of the Stock Options to key personnel employed by or to be recruited by the Group. The Board of Directors also decides on the further distribution of the Stock Options later returned to the Company. The distribution of Stock Options to key personnel employed by or to be recruited by the Group outside Finland may be restricted or it may be subject to additional terms to be determined by the Board of Directors on the basis of local laws, regulations and other circumstances.

The Board of Directors decides on the procedure to be followed in the distribution of the Stock Options and the subscription of the Stock Options by the recipients.

The Board of Directors is entitled to set the distribution of the Stock Options to a key person conditional on the key person fulfilling a separate investment requirement in the Company's Shares either prior to or in connection with the distribution. The Board of Directors is also entitled to set other additional conditions in connection with the distribution of the Stock Options, such as requiring the recipient(s) of the Stock Options to enter into a separate agreement with the Company regarding the Stock Options.

The Stock Options shall be regarded as a discretionary and nonrecurring part of incentives. The Stock Options shall not constitute part of the employment or service contract of the Stock Option recipient, and they shall not be regarded as salary or as fringe benefits. The Stock Option recipients shall have no right to receive compensation on any ground based on the of Stock Options during the employment or service or thereafter.

The Stock Option recipients shall be liable for all taxes, notification obligations, and tax-related consequences as well as all employee pension and social security contributions and other payments of similar nature arising from the receipt or exercise of Stock Options, which, under the laws of Finland or any other applicable jurisdiction, are the liability of the Stock Option recipient. Where any amounts, which, under the laws of Finland or any other jurisdiction, are attributable to the Stock Option holder may, for any reason, become payable by the Company or the Stock Option holder's employer, the Stock Option recipient shall be liable to reimburse the Company or the Stock Option recipient's employer respectively for such amounts.

4 Transfer of Stock Options

The Company shall hold the Stock Options on behalf of the Stock Option holder. The Stock Option holder is not entitled to transfer, pledge or in any other manner dispose of the Stock Options without a prior consent of the Company in writing. The Board of Directors decides on granting the consent.

5 Forfeiture of Stock Options in Leaver Situations

Should a Stock Option holder cease to be employed by or in the service of the Group, for any reason other than the death, statutory retirement, retirement due to permanent disability or retirement agreed in the employment or service contract of the Stock Option holder, such person shall automatically forfeit to the Company (or a party appointed by the Company), without consideration, such Stock Options for which the Share subscription period specified in Section II.2 has not commenced, on the last day of such Stock Option holder's employment or service relationship. The same applies if the rights and obligations arising from the Stock Option holder's employment or service are transferred to a new owner or holder upon the employer's transfer of business. The Board of Directors can, however, decide that the Stock Option holder is entitled to keep such Stock Options or a part thereof.

Should a Stock Option holder cease to be employed by or in the service of the Group, for any reason other than the death, statutory retirement, retirement due to permanent disability or retirement agreed in the employment or service contract of the Stock Option holder and the Share subscription period specified in Section II.2 had already commenced on the last day of such Stock Option holder's employment or service relationship, the Stock Option holder shall be entitled to exercise the Stock Options for which the Share subscription period specified in Section II.2 had so commenced, within the shorter time period of the following: (i) within the Share subscription period specified in Section II.2; or (ii) within three (3) months from the end of the employment or service relationship of the Stock Option holder.

The Stock Option holder shall have no right during or after the end of the employment or service relationship to receive compensation on any ground due to a forfeiture of the Stock Options pursuant to these terms and conditions.

6 Transfer of Stock Options to Book-Entry Securities System

The Board of Directors is entitled to decide on the transfer of the Stock Options to the book-entry securities system. Should the Stock Options be transferred to the book-entry securities system, the Company shall have the right to request and cause the transfer of all forfeited Stock Options from the Stock Option holder's book-entry account to the book-entry account designated by the Company without the consent of the Stock Option holder. In addition, the Company shall be entitled to register transfer restrictions and other respective restrictions concerning the Stock Options to the Stock Option holder's book-entry account without the consent of the Stock Option holder.

II SHARE SUBSCRIPTION TERMS AND CONDITIONS

1 Right to subscribe for Shares

Each Stock Option entitles to subscribe for one (1) Share in the Company. The Shares subscribed for with the Stock Options may be new Shares or existing Shares held by the Company as in each case determined by the Board of Directors.

The Share subscription price shall be booked in the reserve for invested unrestricted equity.

2 Share Subscription and Payment

The Share subscription period with the Stock Options shall be 6 September 2026 – 5 September 2028.

If the last day of the Share subscription period does not fall on a Finnish banking day, the Share subscription can still be made on the next Finnish banking day following the last day of the subscription period.

Share subscriptions shall take place at the head office of the Company or possibly at another location and in a manner determined by the Board of Directors. The Shares shall be paid upon subscription to a bank account designated by the Company. The Board of Directors decides on all measures to be followed in the Share subscription.

3 Share Subscription Price

The Share subscription price is EUR 0.42, which corresponds to the trade volume weighted average price of the Company's Share on Nasdaq Helsinki Ltd, rounded to the nearest cent, during the ten (10) trading days following the announcement of the Company's directed share issue on 22 August 2023.

If the ex-dividend date falls on the period for determination of the subscription price, such dividend shall for the purposes of calculating the trade volume weighted average price be added to the trading prices from the ex-dividend date onwards. The proceedings shall be similar if the Company distributes funds from the non-restricted equity fund or distributes share capital to the shareholders during said period.

The Share subscription price of the Stock Options may be decreased in certain specific cases mentioned in Section II.7 below. The Share subscription price shall, nevertheless, always amount to at least EUR 0.01.

4 Registration of the Shares

Shares subscribed for and fully paid shall be registered in the book-entry account of the subscriber.

5 Shareholder Rights

If the Shares subscribed are new Shares, the right to dividend and other shareholder rights shall commence once the Shares have been registered with the Finnish Trade Register.

If the Shares subscribed are existing Shares held by the Company, the right to dividend and other shareholder rights shall commence once the Shares have been fully paid and registered in the book-entry account of the subscriber.

6 Share Issues, Issuance of Stock Options and other Special Rights entitling to Shares, Share Splits and Reverse Splits before the Share Subscription

If the Company, before the Share subscription, decides on an issue of Shares or an issue of stock options or other special rights entitling to Shares, said issue shall have no impact on the terms and conditions of the Stock Options and the Stock Option holder shall have no rights in the issue, unless the Board of Directors decides otherwise (e.g., decides to lower the Share subscription price of the Stock Options, described in Section II.3) for specific reasons.

Notwithstanding the foregoing, should the Company issue new Shares to its shareholders without consideration in the same proportion as they already own Shares in the Company (a so-called share split) or should the Company combine the Shares owned by its shareholders in the same proportion as they already own Shares in the Company (a so-called reverse split), the Stock Option holder shall be treated equally with the shareholders. The equality is implemented in the manner determined by the Board of Directors by adjusting the number of Shares available for subscription, the Share subscription prices or both.

7 Rights in Certain Cases

Without limiting what is stated in Section II.3, if the Company distributes dividends or funds from the reserve of unrestricted equity, or reduces its share capital by distributing share capital to the shareholders, this shall have no impact on the terms and conditions of the Stock Options or the rights of the Stock Option holder, unless the Board of Directors decides otherwise (e.g., decides to lower the Share subscription price of the Stock Options, described in Section II.3) for specific reasons.

If the Company after the commencement of the Share subscription period resolves to acquire or redeem its own Shares by an offer made to all shareholders in proportion to their shareholding, the Stock Option holders shall be made an equivalent offer (in terms of price, deducting the applicable Share subscription price). In other cases, the acquisition or redemption of the Company's own Shares or the acquisition or redemption of stock options or other special rights entitling to Shares shall have no impact on the terms and conditions of the Stock Options or the rights of the Stock Option holder.

If the Company is placed in liquidation before the Share subscription, the Stock Option holder shall be given an opportunity to exercise their Share subscription rights within a period of time determined by the Board of Directors. If the Company is deregistered from the Finnish Trade Register before the Share subscription the Stock Option holder shall have the same right as, or an equal right with, a shareholder.

If the Company resolves to merge with another company as a merging company, or if the Company resolves to be demerged entirely, the Stock Option holders shall, prior to the registration of the merger or demerger, be given the right to subscribe for Shares with their Stock Options within a period of time determined by the Board of Directors. Alternatively, the Board of Directors can give the Stock Option holders the right to convert the Stock Options to stock options issued by the other company participating in the merger or the demerger, in the manner determined in the merger or demerger plan, or in the manner otherwise determined by the Board of Directors, or the right to sell Stock Options prior to the registration of the implementation of the merger or demerger, within a period of time determined by the Board of Directors. After such period, no Share subscription or conversion right based on the Stock Options shall exist. The same proceeding applies to cross-border mergers or demergers, or if the Company, after having registered itself as a European Company, or otherwise registers a transfer of its domicile from Finland to another member state of the European Economic Area. The Board of Directors shall decide on the impact, if any, of potential partial demerger on the Stock Options. The Stock Option holders do not, in case of a merger or demerger, have the right to require the redemption of their Stock

Options in accordance with the provisions stipulated in Chapter 16, Section 13, and Chapter 17, Section 13 of the Finnish Companies Act.

If a redemption right and redemption obligation in relation to all Shares of the Company's other shareholders, as referred to in the Finnish Companies Act, arises to a shareholder, before the end of the Share subscription period, on the ground that a shareholder possesses over 90% of the Shares and votes carried by the Shares in the Company ("**Redemption of Minority Shares**"), or if the ownership of a shareholder reaches or exceeds such a level that the shareholder under the Finnish Securities Markets Act has the obligation to launch a public offer for the redemption of the remaining Shares in the Company, the Stock Option holders shall be entitled to use their Share subscription right by virtue of the Stock Options within a period of at least fourteen (14) calendar days and as determined by the Board of Directors (after which period, the Share subscription right based on the Stock Options shall lapse unless the Board of Directors decide otherwise), or, if so decided by the Board of Directors, they shall be entitled to sell their Stock Options to the redeemer or offeror, irrespective of the transfer restriction defined in Section I.4 above, on equal terms with the shareholders (in terms of price, deducting the applicable Share subscription price).

Notwithstanding the provisions set forth above, upon the occurrence of a Redemption of Minority Shares, the Stock Option holders shall have the corresponding obligation to that of the Company's shareholders to offer for redemption and to transfer all of their Stock Options to the party having the redemption right, and the party having the redemption right shall have the right to redeem all the Stock Options on equal terms as the outstanding Shares of the Company (in terms of price, deducting the applicable Share subscription price).

A transformation of the Company from a public company into a private company shall not affect the terms and conditions of the Stock Options.

III OTHER MATTERS

These terms and conditions are governed by the laws of Finland. Disputes arising in relation to the Stock Options shall be finally settled by arbitration in Helsinki in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one single arbitrator.

If Stock Options are distributed to or otherwise held by individuals employed outside Finland, the Stock Option plan shall be operated in a way which complies with the laws and other requirements of the jurisdiction in which the individuals are located. If the terms and conditions of the Stock Options need to be completed or amended in order to comply with local laws (whether in general or in relation to any particular Stock Option distribution, including Stock Option distribution already made), the Board of Directors may make such additions and/or amendments as it considers reasonably necessary and desirable.

The Board of Directors may decide on the transfer of the Stock Options to the book-entry securities system at a later date and on the resulting technical amendments to these terms and conditions as well as on other amendments and specifications to these terms and conditions which are not considered essential. The Board of Directors shall be entitled to interpret the terms and conditions of the Stock Options. Other matters related to the Stock Options shall be decided on by the Board of Directors, and the Board of Directors may give stipulations binding on the Stock Option holders. A decision by the Board of Directors on any matters relating to the Stock Options shall be final and binding on all parties. The Board of Directors may delegate certain matters relating to the Stock Options to individuals within the Company as it sees fit.

The Stock Option documentation referred to in the Finnish Companies Act is available for inspection at the head office of the Company.

The Company shall be entitled to withdraw the Stock Options from the Stock Option holder, without consideration, if the Stock Option holder acts against these terms and conditions, or against instructions given by the Company by virtue of these terms and conditions, or against applicable law, or against the regulations of authorities.

The Company may maintain a register of the Stock Option holders to which the Stock Option holders' personal data is recorded. A Stock Option holder acknowledges that the data shall be administered and processed by the Company, or any third party designated by the Company for the purposes of operation of the Stock Option plan. A Stock Option holder is entitled to request access to the data referring to him or her and held by the Company. The Company may send notifications regarding the Stock Options to the Stock Option holders by e-mail. Further information on processing of personal data is available from the Group's CFO.

These terms and conditions have been prepared in the Finnish and in English language. In case of any discrepancy between the Finnish and English terms and conditions, the Finnish terms and conditions shall prevail.