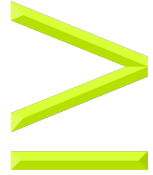


# INFORMATION ABOUT INNOVESTOR LTD AND OFFERED INVESTMENT SERVICES



| Valid from 27.5.2024 |

## 1 General

This document contains information about Innovestor Ltd ("Innovestor") in accordance with the Investment Services Act, the offered investment services as well as the procedures to be complied with in the provision of investment services. In addition, the document contains information about the most common financial instruments and the most typical risks related to them.

## 2 Definitions

In this document the definitions of the from time-to-time valid General Terms and Conditions for Investment services are used when applicable.

## 3 Information about Innovestor

Innovestor (business ID 2616018-4) is a Finnish investment firm for which the Finnish Financial Supervisory Authority has granted the authorization to arrange share issuances pursuant to the Investment Services Act and to receive and transfer orders, as well as offer related services in accordance with the same Act.

The registered office of Innovestor is located at Annankatu 12, 00120 Helsinki. The supervisory authority of Innovestor's operations in accordance with the Investment Services Act is Finanssivalvonta, Snellmaninkatu 6, PO Box 103, 00101 Helsinki, phone 010 831 51 (switchboard) fax 010 831 5328. Additional information: [www.finanssivalvonta.fi](http://www.finanssivalvonta.fi).

## 4 Information about investment services offered by Innovestor

### RECEPTION AND TRANSMISSION OF ORDERS

Innovestor receives and transfers subscription orders for both financial instruments and other securities that are subject to issues it arranges at any given time ("Subscription order"). Securities means a share in an unlisted limited liability company and/or investment commitments of a limited partnership private equity fund (the "Fund") managed by the Innovestor Group.

### ARRANGING SHARE ISSUES

Innovestor offers an issuance service for unlisted shares, which is performed as a directed share issue with payment ("Share issue") as regulated in Chapter 9 Section 4 of the Finnish Limited Liability Companies Act (21.7.2006/624). Participation in the Share Issue takes place either via Innovestor's online service or by means of a written subscription undertaking.

### ANCILLARY SERVICES

Innovestor provides ancillary services related to the arrangement of issues, such as advice on capital structure, mergers, business strategy and other related questions.

### INNOVESTOR'S TIED AGENTS

Innovestor offers the aforesaid investment and ancillary services also through its tied agents. Innovestor's tied agents act on behalf of and under the responsibility of the company. Tied agents can (i) receive and transfer customer instructions and orders related to financial instruments offered by Innovestor and (ii) market investment and ancillary services offered by Innovestor. The country of registration of tied agents is Finland.

The Finnish Financial Supervisory Authority maintains a public register of tied agents into which Innovestor registers its appointed tied agents.

## 5 Communication methods

Innovestor has the right to send written information regarding the investment service to the Customer by e-mail or in any other way agreed separately with the Customer.

The Customer may communicate with Innovestor by email or by meeting its representatives personally. The Customer may make orders regarding financial instruments (unlisted shares) in addition to a personal meeting, electronically at Innovestor's online service ([www.innovestorgroup.com](http://www.innovestorgroup.com)). Subscription orders for the funds are given at personal meetings or by otherwise providing Innovestor with the information required for the Subscription order. Customer service is provided in Finnish.

Innovestor provides the Customer annually and separately upon the Customer's request an investor report where all Customer's investments done via Innovestor Group are recorded.

The Customer is aware that the use of email as a communication tool poses special risks, such as those related to data security or the fact that the message was not delivered. Innovestor has the right to rely on the authenticity and validity of a message received by email.

## 6 Expenses and fees related to investment and ancillary services

### ARRANGEMENT FEE

Innovestor charges an arrangement fee from a company using the arranged share issue service. Arrangement fee is determined separately in service agreement and is mainly linked to the success of the Share issue and the amount of collected capital.

### SUBSCRIPTION FEE

Innovestor charges a subscription fee from Customers who have issued a Subscription order for taking care of the said Subscription order. Subscription fee is determined case by case. Information on the amount of the subscription fee is provided in the material concerning the respective security (such as the terms and conditions of the respective Share issue or the Fund's investment memorandum). The subscription fee will be charged in connection with the payment of the subscription in accordance with the Subscription order.

### INCENTIVES

Incentives refer to payments or other benefits given or claimed from a third party in connection with offering an investment or ancillary service. Innovestor does not have arrangements under which Innovestor would pay or receive incentives.

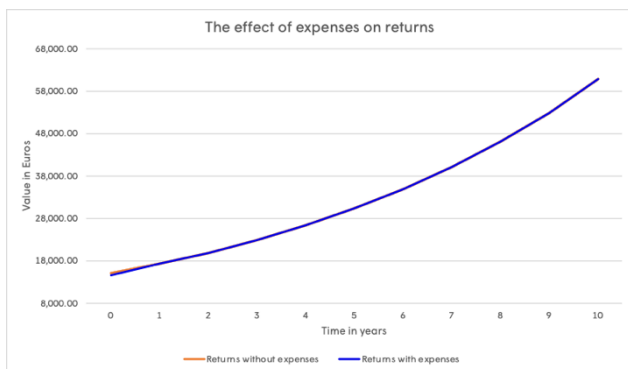
## 7 The impact of cost related to the investment on the expected return

The cost to the Customer related to the Subscription order for securities arranged by Innovestor consists of a one-time subscription fee (see above Section 6).

Expected return of unlisted financial instruments varies remarkably depending on the features of the company subject to a Share issue. Return of the investment does not often realize until the time of selling of the Target Company since there might not be accrued dividends from the investment period. Expected return for an unlisted share is usually higher than average expected return for listed shares.

In the following graph the effect of a one-time 3 % subscription fee on return is simulated so that annual return is expected to be 15 %, investment period 10 years and invested capital EUR 15.000. The

expected return used in the example demonstrates the effect of expenses on the return of the investment on a long-term basis and does not demonstrate the historical or expected development of the product. In addition to the subscription fee, other costs may be associated with the Funds (such as a management fee) which are charged to the client by the company managing the Fund.



## 8 Recordkeeping of customer communication

Representatives of Innovestor are obliged to record and document phone calls, emails, SMSs and other written messages as well as face to face and video meetings with Customers which may lead to reception, transmission, or execution of orders. Kept records are used to verifying orders, risk management and mitigating possible disputes. Innovestor shall upon request of a competent authority assign recorded and documented communication. Records shall be kept for five (5) years unless the Finnish Financial Supervisory Authority request to retain them for seven (7) years. The Customer is entitled to receive the records related to him/her/it upon request.

## 9 Processing of personal data

Due to Customer's Subscription orders Innovestor processes necessary personal data of the Customer. Additionally, Innovestor processes personal data in order to fulfil the legal requirements imposed on it. Personal data collected based on the Act on Preventing Money Laundering and Terrorist Financing may be used to prevent, expose, and detect money laundering and terrorist financing and to inspect the crime based on which the assets subject to money laundering or terrorist financing have been gained

Innovestor processes personal data in compliance with from time-to-time valid data protection regulation, other legislation, and its privacy policy. More detailed information regarding processing of personal data is available in the privacy policy at Innovestor's website (<https://innovestorgroup.com/privacy-policy/>). Privacy policy includes detailed information for example about legal basis for processing personal data, rights of data subjects such as right to access information and right to be forgotten.

## 10 Customer classification

Primarily, Innovestor classifies all its Customers as non-professional customers at the beginning of the customer relationship unless the law or other provisions requires otherwise, or the classification has been changed due to the Customer's own request. The customer classification is informed to the Customer in writing in the subscription undertaking.

Customer classification criteria are outlined in more detail in the document ("Customer classification criteria") that is available on the company's website [www.innovestorgroup.com](http://www.innovestorgroup.com).

### APPLICATION FOR A CHANGE TO THE CLASSIFICATION

The Customer has the right to apply for the change of the customer classification. The application for the change to the classification must be made in writing. Such reclassification may have an impact on the investor protection and the application of procedural guidelines.

With the application of a professional customer, the Customer may be treated as a non-professional customer or an eligible counterparty. A Customer who has previously been classed as a non-professional

customer may also be treated as professional customer subject to an application that meets the classification criteria.

A Customer classed as an eligible counterparty in turn may be treated as a professional or non-professional customer subject to an application.

A professional customer is obliged to request to be treated as a non-professional customer, if the Customer considers that he/she does not have sufficient experience and knowledge to assess and manage the risks related to the service or transaction.

### EFFECT OF CLASSIFICATION ON APPLIED PROCEDURES

#### **Non-professional customer**

Before completing a written Subscription undertaking, a non-professional customer is provided the subscription terms and sufficient information about Innovestor, as well as the offered service. Information must be provided in an indelible manner, so that the Customer can print or save them.

Assessment of Customer's experience and knowledge related to investing: Innovestor requests information from a non-professional customer regarding the willingness to take risks, investment experience and knowledge of investment service, in order to assess whether unlisted shares or service is appropriate for the Customer (see Section 11 below). Innovestor is entitled to rely on the information provided by the Customer.

Only non-professional customers are covered by the Investor's Compensation Fund described further under Section 12.

#### **Professional customer**

Professional customers are given a general description of the nature and typical risks of the financial instruments that are the subject of the service, if it is necessary, taking into account the Customer's investment experience and knowledge.

An evaluation of the appropriateness for a professional customer is not undergone.

#### **Eligible counterparty**

An eligible counterparty may request Innovestor in writing, that the procedural rules referred to as the investor protection are applied to transactions it carries out, either generally or for a single transaction. Innovestor shall consider on a case-by-case basis whether it shall agree to the request. In other cases, the procedural rules and investor protection rules do not apply to eligible counterparties.

## 11 Appropriateness assessment

Innovestor must carry out an appropriateness assessment in order to provide reception and transmission of subscription orders to its non-professional client. The appropriateness assessment assesses the Client's investment experience and knowledge. The purpose of this assessment is to enhance investor protection by excluding investments in financial instruments whose assets and, above all, risks are unknown to the client. If the customer does not provide Innovestor with the necessary information about his/her/its investment knowledge and experience, Innovestor is obliged to inform the Customer that it cannot assess whether the financial instrument (or the reception and transmission of subscription orders) is suitable for the Customer. If such notification is given to the Customer, the investment transaction may only proceed at the Customer's own risk, provided that the Customer instructs Innovestor to proceed with the execution of the order.

Innovestor does not provide investment advice or asset management services and therefore does not assess the suitability of the financial instrument or service offered to the Customer (suitability assessment).

## 12 Retention of customer funds

In terms of the arranged issuances, Innovestor receives (i) the financial instruments' subscription prices and (ii) the capital calls for the investment commitments of the Funds to a customer fund account upheld in Nordea Bank Oyj. The customer fund account is separate from Innovestor's own funds. The subscription amounts of the Share issues and the capital calls from the investment commitments of the Funds will be transferred to the target company of the Share Offer and/or to the Fund.

Funds on customer fund account do not accrue interest.

#### INVESTOR'S COMPENSATION FUND

According to Finnish legislation, non-professional customers are covered by the Investors' Compensation Fund. The Fund safeguards the non-professional investors' uncontested and due receivables in the event that the investment firm is unable, due to a reason other than temporary insolvency, to pay the investors' receivables within a certain period.

The amount of compensation to be paid to one investor is 9/10 of an investor's receivable from one investment company, however no more than EUR 20,000. The Fund does not, however, compensate losses that are due to decrease in the stock price or incorrect investment decisions, so the Customer is still responsible for its own investment decisions' consequences.

The customer funds on Innovestor's customer fund account are within the scope of the Investor's Compensation Fund as described above.

### **13 Reception of Subscription order**

#### **Subscription of the target company's share in the Share Offering**

Innovestor offers the arrangement of issuance for unlisted shares which shall be carried out as Share issue (please see the definition above under Section 4).

In the Share issues arranged by Innovestor the Subscription order shall be given and the subscription is performed by using a separate subscription undertaking. The subscription undertaking is available electronically in Innovestor's platform or in a paper format document available upon request from Innovestor's representatives.

Subscription order is always binding, and the Customer does not have the right to amend or cancel the given Subscription order. Innovestor confirms received subscription undertakings by sending a confirmation email to Customers. Confirmation contains the amount of shares to be subscribed to, subscription price in total and payment instructions. The Customer shall always pay the subscription price to the customer funds account of Innovestor (see Section 11 "Retention of client funds"). Together with the subscription price the Customer shall also pay a subscription fee. Innovestor is responsible for depositing the subscription payments to the Target Company.

The Customer is responsible for paying the subscription amount latest on the fifth banking day after receiving the subscription confirmation, unless otherwise agreed.

Innovestor has the right not to accept the Customer's Subscription order for a share in the Target Company if (i) the subscription undertaking has been made on behalf of a legal person without appropriate authorization, (ii) the subscription price has not been paid from the bank account of the subscriber mentioned in the subscription undertaking, (iii) the financial instrument is not, under Innovestor's assessment, appropriate for the Customer based on Customer's level of investment experience and knowledge, financial conditions or other circumstances, or (iv) the Customer refuses to provide the information requested in the subscription undertaking or the given information is insufficient.

Innovestor shall inform the Customer of the cancellation of a subscription undertaking by the third (3) banking day following the expiry of the subscription period or suspended Share issue due to oversubscription. The possibly paid subscription price is refunded to the Customer within three (3) banking days from the notification of the cancellation.

#### **Subscription of the Fund's investment commitment**

Innovestor receives and transfers investment commitments of the Funds managed by its group companies (see definition in section 4 above) for subscription by its Customers.

The investment commitment is subscribed by completing a separate subscription agreement, which is available as a written document from an Innovestor representative. The subscription agreement is always binding and the customer has no right to modify or cancel the signed subscription agreement. The received subscription agreements are accepted by the Fund's general partner. Innovestor notifies the Customer of the acceptance of the subscription agreement and provides instructions for the payment of the investment commitment's capital call. The Customer always pays the investment commitment into Innovestor's customer fund account (see section 12 "Retention of customer funds"). Upon payment of the investment commitment, the Customer shall also

pay a subscription fee. Innovestor is responsible for settling the investment commitment with the Fund. It is the Customer's responsibility to pay the capital call for the investment commitment in accordance with the payment instructions on the due date.

The general partner of the Fund has the right not to accept a Customer's subscription agreement to the Fund if (i) the subscription agreement has been concluded on behalf of a legal person without proper authorization, (ii) the investment commitment has not been paid from the bank account of the investor indicated in the subscription agreement, (iii) the client refuses to provide the information requested in the subscription agreement or provides it incompletely or (iv) any other reason specified in the fund agreement prevents the acceptance of the subscription agreement.

Innovestor must inform the Customer of the non-acceptance of the subscription agreement without delay after Innovestor has been informed by the general partner of the Fund.

### **14 Management of conflict of interests**

The investment firm shall take all appropriate steps to identify and prevent conflicts of interest and, as they arise, treat the Customer in accordance with good practice.

A conflict of interest refers to an exceptional situation related to the provision of the investment service, which may involve a significant risk to the Customer's interests. It is possible that Innovestor will come across situations, where the Customer's interests are in conflict with Innovestor's, its management's and its staff's interests or a conflict of interest arises between Innovestor's Customers.

Innovestor shall comply with policies approved by the board of directors for the management of conflicts of interest in order to identify and prevent possible conflicts of interest.

Conflicts of interest are managed, for example, with principles regarding the staff's and management's trading rules and avocations.

If a conflict of interest cannot be avoided despite the previously mentioned action, the Customer is clearly and in an indelible manner informed in detail of the nature and reasons of the conflict of interest prior to carrying out the transaction. The Customer will independently consider whether he/she would like the transaction to be completed, despite the said conflict of interest.

Innovestor's board of directors shall regularly review the content and validity of the operating principles regarding the management of conflicts of interest.

### **15 Information on investing in shares**

A share is a financial instrument issued by a limited liability company which produces for its holder a right to the capital of the company. The possible proceeds of a share investment consist of dividends and increase of the share value. The share value is based on from time-to-time prevailing view on the value of the company which has issued the share. A share may be subject to public trading on a stock exchange or on an alternative marketplace. A share can also be unlisted.

### **16 Information on risks associated with investing**

Before making an investment decision, investors should always familiarize themselves with the risks of the security to which the Subscription order relates. Information on the risks associated with unlisted shares can be found in the investor deck of the relevant Share Offering. Information on the risks of investing in the Fund can be found in Appendix 2 of the relevant Fund's subscription agreement.

The risk descriptions are not exhaustive, and risks and uncertainties are not the only factors affecting the activities of the Target Companies or the Funds. The presented risks are not in order of priority or the probability of their realization.

### **17 Use of credit in investing**

The Customer can also carry out investment transactions with loans. If the investment is developing positively, a higher return can be achieved with financing than in an investment that is made with merely personal assets. However, the investor must consider that if the investment

develops negatively or if the investment loses its value entirely the credit taken out for the investment must still be paid back in full. A person considering to invest with loan capital should always assess their capability to pay back the debt, regardless of the development of the financed investment subject. Loan costs may also rise during the loan period due to a rise in interest rates. If the investment subject's value is no longer sufficient to cover the collateral requirement for the loan, the investor may have to set additional collateral for the loan. Innovestor does not grant the Customer credit or other financing for the Customer's securities trading.

## 18 Distance selling

Innovestor provides investment services with distance selling. According to the Consumer Protection Act (CPA), Innovestor must provide the Customer with the following information on its activities:

- Details of Innovestor as a trader can be found in Section 3 of this information document ("Information about Innovestor").
- Information about the offered financial service can be found in the subscription undertaking of each Share issue, the Funds' investor material and in the general terms and conditions for investment services where applicable.
- Preliminary data of the remote agreement have been presented below in section "Preliminary data of the distance agreement".
- Details on the legal remedies can be found in Section 21 of this information document ("Legal remedies").

### PRELIMINARY DATA OF THE DISTANCE AGREEMENT

The preliminary information presented in this document has been given in accordance with Finnish legislation. The agreement is governed by Finnish law, and disputes regarding the agreement are settled at the Helsinki District Court in accordance with Chapter 21 ("Legal remedies"). Preliminary data is provided in Finnish, and Innovestor agrees to use Finnish language during the contractual relationship.

### RIGHT OF WITHDRAWAL

According to the Consumer Protection Act, Chapter 6a, there is no right to withdrawal in agreements that involve such financial instrument, whose price depends on the fluctuations of the financial markets, to which the service provider cannot influence. The Customer is therefore not entitled to cancel their Subscription order even if it had been delivered electronically.

## 19 Taxation

The Customer must pay attention to the fact that there are tax consequences associated with the purchase, ownership, and sale of financial instruments. The Customer must ensure to obtain sufficient information regarding taxation already before making investment decisions. Taxation is based on the Customer's individual circumstances and taxation may change during the investment period. More information on taxation is available at, for example, the tax office as well as the tax administration's website [www.vero.fi](http://www.vero.fi).

## 20 Customer support and management of customer complaints

In case of questions relating to the service, the Customer shall always primarily contact their account manager. Customers should inform Innovestor of any defects regarding the service and any related claims without delay.

Innovestor has a policy for handling customer feedback and complaints, which aim to ensure that Innovestor's Customers have any complaints and customer feedback handled effectively, fairly and without delay. The feedback from Customers also offers Innovestor important information on the quality of the services and customer satisfaction and helps to further develop the services and operations.

All feedback and possible complaints concerning Innovestor are dealt centrally. Thus, customer feedback and possible complaints should be sent in writing to [info@innovestor.fi](mailto:info@innovestor.fi) (mark the subject as "Customer complaint") or Innovestor Oy / Customer complaints, Annankatu 12, 00120 Helsinki. Customer complaints aim to be responded to without delay and latest within a week of the Customer's contact. If this is not

possible, for example, due to the acquisition of additional statements, this is to be notified to the Customer and he/she is given an estimated response time.

## 21 Legal remedies

In case of issues relating to the service, the Customer should always primarily contact their account manager. Customers should inform Innovestor of any defects regarding the service and any related claims without delay. If a solution cannot be reached between Innovestor and the Customer through negotiation, the Customer may request assistance from the Insurance and financial advice to help to settle the situation or take the dispute to the Securities Board to be settled. The Insurance and financial advice phone number is +358 9 685 0120 and website is [www.fine.fi](http://www.fine.fi).

The Securities Board gives a free recommendation-based statement in dispute situations between a non-professional customer and a company that offers investment services. The dispute may concern the application of law, official regulation, good trading practice or agreement terms or the practice of a service provider. The Board does not deal with professional customers' statement requests.

A non-professional customer may also take the matter to the Consumer Dispute Board to be settled. The Consumer Panel is an impartial and independent expert body, whose members equally represent consumers and traders. It provides recommendations for consumer and real estate disputes. The appeal must be made in writing, preferably by using the Board's form. The appeal form, as well as guidance and advice are available on the Consumer dispute board's website [www.kuluttajariita.fi](http://www.kuluttajariita.fi).

Agreements between Innovestor and the Customer are governed by Finnish law. Disputes regarding agreements between the contractual parties shall primarily be settled at the Helsinki District Court, unless the non-professional customer who is considered a consumer, requires for the proceedings to take place in the general court of first instance in whose jurisdiction he/she resides.