

NEXSTIM PLC TERMS AND CONDITIONS OF SPECIAL RIGHTS

1. SPECIAL RIGHTS

- 1.1 Nexstim Plc (the “**Company**”) shall issue special rights, as defined in Chapter 10, Section 1 of the Finnish Companies Act (624/2006), (“**Warrants**”) under these terms and conditions by virtue of the authorisation granted by the Annual General Meeting of the Company on 28 March 2024.

2. ISSUE OF THE WARRANTS

- 2.1 The Warrants shall be issued to Brainlab AG (“**Brainlab**”) without consideration.
- 2.2 The Company has agreed to issue the Warrants as a part of collaboration with Brainlab which includes also a development and distributorship cooperation agreement signed on 29 November 2024. Therefore, there is from the Company’s point of view a weighty financial reason to issue the Warrants to secure the collaboration with Brainlab and to contribute to the realization of the goals of development and distributorship cooperation agreement by allowing Brainlab to benefit from the growth and success of Nexstim. The issue of the Warrants also helps the Company to meet its future financing needs.
- 2.3 The Company shall register the Warrants in the Finnish Trade Register as soon as possible after the issue of the Warrants.
- 2.4 The subscription price of the shares subscribed under the Warrants shall be entered in its entirety into the Company's invested non-restricted equity fund.

3. AMOUNT OF THE WARRANTS

- 3.1 The Company shall issue up to a maximum of 790,000 Warrants.
- 3.2 The Warrants shall entitle to the subscription of a maximum of 790,000 new shares in the Company.

4. SUBSCRIPTION RIGHT UNDER THE WARRANTS

- 4.1 Each Warrant entitles its holder to subscribe to one (1) new share of the Company at the subscription price of EUR 5.00 per share (“**Subscription Price**”). The Subscription Price has been determined in negotiations with Brainlab and it is based on the trade volume weighted average quotation for the Company’s share in Nasdaq First North Growth Market Finland during the period of 50 trading days until and including 26 November 2024. Subscription price has been set at the level which the Company believes to be fair considering the Company’s other shareholders and reason why the Warrants are issued.

- 4.2 The holder of Warrants may subscribe to the shares during a period starting on 1 December 2024, however, not before the registration of the Warrants into the Trade Register, and ending on 31 March 2027 (“**Subscription Period**”).
- 4.3 If the holder of Warrants chooses to subscribe to the shares it can subscribe to the shares in two instalments. In such case, the minimum amount of 250,000 shares must be subscribed as part of the first instalment.
- 4.4 To subscribe for shares, the holder of Warrants shall submit to the Board of Directors of the Company a written subscription notice (the “**Subscription Notice**”), together with evidence of the payment of the Subscription Price. The Subscription Price for the shares subscribed under the Warrants shall be paid fully in connection with the share subscription to the Company's bank account notified separately by the Company to the holder of Warrants. The form for the Subscription Notice will be provided separately by the Company to the holder of Warrants.
- 4.5 The Board of Directors of the Company shall approve the subscription of the shares upon the receipt of the Subscription Notice and payment of the Subscription Price. The Company shall file with the Trade Register a notification regarding the issue of new shares to the subscriber without undue delay after such approval and apply for the new shares to be listed on Nasdaq First North Growth Market Finland, maintained by Nasdaq Helsinki Ltd, and traded equally with the other shares of the Company. If the Company's shares are listed on a different market at the time of subscription of shares, the Company shall apply for the new shares to be listed on such market.

5. **SHAREHOLDER RIGHTS**

- 5.1 New shares that have been subscribed for under the Warrants shall have same rights as the Company's shares issued previously from the moment the new shares have been entered into the Trade Register and entered into the book-entry system maintained by Euroclear Finland Oy.

6. **RIGHTS OF THE HOLDER OF WARRANTS IN CERTAIN SPECIAL CASES**

- 6.1 Issuance of new shares or stock options or other special rights defined in Chapter 10, Section 1 of the Finnish Companies Act, by the Company shall not require any actions from the Company regarding the Warrants.
- 6.2 Notwithstanding the aforesaid in section 6.1, if the Company issues new shares so that the shareholders shall have the pre-emptive subscription right (“**Rights Offering**”), the holder of Warrants shall have the same or equal right as a shareholder. Equality is reached by the means resolved by the Board of Directors of the Company by reserving the holder of Warrants a right to subscribe for shares with the Warrants within a reasonable time after which the holder of the Warrants shall have the same right to subscribe shares in the Rights Offering as other shareholders or by adjusting the Subscription Price.
- 6.3 Notwithstanding the aforesaid in section 6.1, if the Company issues new shares to its shareholders free of charge 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 conversion ratio of the Warrants shall be adjusted so that the percentual portion of the shares to be issued under the Warrants compared to all shares of the Company shall remain unaltered except that the number of new shares to be issued under each Warrant cannot be a fraction. In the event that the above-mentioned calculation would result in a fraction, the number of shares will be rounded down to the highest whole figure.

- 6.4 If the Company resolves to acquire or redeem its own shares or stock options or other special rights defined in Chapter 10, Section 1 of the Finnish Companies Act through an offer directed to all shareholders or all holders of the above-mentioned rights, an equal offer shall be made to the holder of Warrants. The redemption or acquisition of the shares and stock options or other special rights shall in such a situation be directed also to the holder of Warrants in a manner resolved by the Board of Directors of the Company. In other situations, the acquisition or redemption of own shares and stock options and other special rights shall not require any actions from the Company regarding the Warrants.
- 6.5 If the Company distributes its funds in accordance with the Chapter 13 Section 1 of the Finnish Companies Act by any other means than as described above, the holder of Warrants shall not be entitled to participate in the distribution of the funds. If Nexstim distributes dividends and/or assets from reserves of unrestricted equity, the Subscription Price will be deducted by the amount of the dividend and/or the amount of the distributable unrestricted equity per share resolved after the resolution of the Board of Directors on the issue of Warrants but before share subscription, on each dividend record date and/or each record date of the repayment of equity. If Nexstim reduces its share capital by distributing share capital to the shareholders, the Subscription Price will be deducted by the amount of the distributable share capital per share resolved after the resolution of the Board of Directors on the issue of Warrants but before share subscription, on the record date of the repayment of share capital.
- 6.6 The placing of the Company into liquidation (FI: selvitystila) shall not require any actions from the Company regarding the Warrants.
- 6.7 If the Company resolves on a merger into another company as the company being acquired or into a company to be formed in a combination merger or if the Company resolves to be demerged, the holder of Warrants shall be reserved a right, within a reasonable time period and in a manner resolved by the Board of Directors of the Company, taking into account the interest of the holders of the Warrants, prior to the resolution on the merger or demerger, to subscribe for shares under the Warrants. Alternatively, the holder of Warrants shall be given the right to subscribe for special rights issued on similar terms by the receiving company on equal terms as the shareholders will receive shares of the receiving company in accordance with the merger plan or demerger plan. After the above-mentioned time period reserved for the use of the subscription right or after the end of the subscription period of the new special rights, no subscription right under the Warrants shall exist anymore. In the above situations the holder of Warrants has no right to require that the Company redeems the Warrants for fair market value in accordance with the Finnish Companies Act.
- 6.8 If a redemption right or redemption obligation of the minority shareholders referred to under Chapter 18 of the Finnish Companies Act

arises, the holder of Warrants shall be reserved a right to subscribe for shares within a reasonable time period and in a manner resolved by the Board of Directors of the Company, taking into account the interest of the holders of the Warrants. After the above-mentioned time period reserved for subscription right, no subscription right under the Warrants shall exist anymore.

- 6.9 The change of the domicile of the Company shall not require any actions from the Company regarding the Warrants. In the above situation the holder of Warrants has no right to require that the Company redeems the Warrants for fair market value in accordance with the Finnish Companies Act.

7. TRANSFERABILITY OF THE WARRANTS

- 7.1 The Warrants may not be transferred without the consent of the Company. Notwithstanding the transfer restrictions set forth in this section 7.1, Brainlab or the holder of Warrants may at any time assign, transfer, or dispose Warrants, in full or in part, to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which are held by Brainlab. In case of such transfer, Brainlab shall make sure that the entity holding the Warrants shall be Brainlab or an entity all of the beneficial ownership interests of which are held by Brainlab and no Warrants are transferred outside of the control of Brainlab.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1 The Warrants and these terms shall be governed by the laws of Finland, excluding its choice of law rules.
- 8.2 Any dispute, controversy or claim arising out of or relating to these terms shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall comprise three (3) arbitrators unless the concerned parties otherwise agree. The place of arbitration shall be Helsinki, Finland, and the arbitration proceedings shall be conducted in the English language, unless otherwise agreed between the parties to the arbitration. However, evidence may be submitted and witnesses may be heard in Finnish, to the extent the arbitral tribunal deems it appropriate.

9. MISCELLANEOUS

- 9.1 The Board of Directors shall be entitled to decide on any other matter related to the Warrants and subscription of shares under the Warrants, taking into account the interest of the holders of the Warrants.
- 9.2 The Board of Directors shall be entitled to decide on any amendments and specifications to these terms which are not considered essential, taking into account the interest of the holders of the Warrants.
- 9.3 Notifications to the holder of Warrants shall be submitted by email or letter to the address notified to the Company by the holder of Warrants. A notification is deemed to have been delivered when actually received in a readable form.