Schedule 1

CHARACTERISTICS OF THE NOTES

1. **Form**
   The Notes shall be in dematerialized form. Evidence of any Note holder shall be included in a register kept by the Issuer.

2. **Enjoyment**
   The Notes are issued with full rights of enjoyment as from the date of their full subscription by the Investor.

3. **Assignment, transfer and absence of admission to trading of the Notes**
   3.1. The Notes may be assigned or transferred without the prior consent of the Issuer, only to Affiliates of the Investor.
   
   3.2. Any transferee that becomes a Note holder, by whatever means and for whatever reason, shall have the benefit of, and be subject to, all of the rights and obligations arising under the Agreement.

   3.3. The Notes will not be admitted to trading on any financial market.

4. **Maturity**
   Each Note shall have a duration of eighteen (18) months as from its date of issuance (the "Maturity Date").

5. **Nominal value**
   Each Note shall have a nominal value of EUR 1,000.

6. **Interest**
   The Notes shall accrue no interest.

7. **Redemption**
   7.1. The Issuer shall have no right to early redeem any Note.

   7.2. If Notes have not been converted by the Note holder prior to their Maturity Date, (i) the Issuer shall not redeem in cash the outstanding principal amount under the Notes on the Maturity Date and (ii) the Investor shall convert all outstanding Notes on the Maturity Date.

   7.3. Notwithstanding the above, at the Note holder's discretion, the Issuer is required to early redeem in cash all or any Notes held by the applicable Note holder in the following circumstances:

   (i) failure to issue New Shares or Treasury Shares to each Note holder in accordance with the terms of the Agreement (for example in case of late delivery of the New Shares or the Treasury Shares); or

   (ii) the occurrence of an Event of Default, a Material Adverse Effect or a Change of Control under the Agreement.

   7.4. In the event of redemption in cash, the Issuer shall pay to each Note holder the aggregate outstanding principal amount of its Notes, in accordance with Paragraph 8 of these characteristics of the Notes.
8. Conversion: Termination of Conversion Rights

8.1. Conversion of the Notes into Shares of the Issuer; Conversion Period

Unless it has terminated its conversion rights pursuant to Paragraph 8.5 of these characteristics of the Notes, each Note holder shall have the right at any time as of any Closing Date, up to and including the Maturity Date (the "Conversion Period"), to convert all or any of the Notes into New Shares or Treasury Shares (the "Conversion Right"), and to determine the number of Notes to be converted, and the corresponding aggregate principal amount so converted (the "Conversion Amount"). Instead of issuing to the Note holder New Shares upon conversion, the Issuer may also transfer to the Note holder the corresponding number of Treasury Shares upon conversion.

At the Issuer’s option, the Issuer shall also have the right, upon conversion of the Notes by the Note holder, to:

(i) deliver New Shares or Treasury Shares of the Issuer to the Note holder; and

(ii) pay to the Note holder up to one hundred (100%) (0% ≤ x ≤ 100%) of the nominal value of the Notes by way of cash payment calculated as per the following formula (the "Partial Reimbursement Option"):

\[
\left( \frac{CA \times X\%}{CP} \right) \times \text{Closing VWAP of the Conversion Day}
\]

where:

X = any number between 0 and 100, determined at the discretion of the Issuer;

CA = the aggregate nominal amount of Notes so converted;

CP = the Conversion Price.

Each Note holder is allowed to make multiple conversions of Notes as long as it stays within the outstanding Principal Amount.

8.2. Conversion Date; Notice

Each Note holder may convert all or any of its Notes on any Trading Day of its choice during the Conversion Period, effective at the date of receipt by the Issuer of a Conversion Notice in accordance with Paragraph 8.1 of these characteristics of the Notes (the "Conversion Date").

On each chosen Conversion Date, each Note holder shall convert all or any of its Notes by giving Notice to the Issuer (the "Conversion Notice"), using the form attached in the Agreement and specifying a number of Notes to be converted and the corresponding Conversion Amount in accordance with Paragraph 8.1 of these characteristics of the Notes, it being agreed that a Conversion Notice shall result in the delivery of a number of Shares at least equal to the number of Shares lent under the Share Lending Agreement (i.e. 41,666,667 Shares). The Issuer must confirm the due receipt of the Conversion Notice in writing to the Investor within one (1) Business Day from the due issuance of such Conversion Notice by the Investor.

The Issuer shall in turn deliver the new Shares to the relevant Note holder in accordance with these terms and conditions.

The Shares upon conversion shall be issued in registered form and the Issuer shall use its best efforts so that the Shares shall be transferred to the Investor’s book-entry account at Euroclear Finland:
With respect to New Shares, within two (2) Trading Days following the Conversion Date and in any case within five (5) Trading Days following the Conversion Date. The Issuer shall be liable for, and shall indemnify the Investor against, any losses resulting from a delay, caused by the Issuer, over the aforementioned five (5) Trading Days;

- With respect to Treasury Shares, in no event later than one (1) Trading Day following the Conversion Date. The Issuer shall be liable for, and shall indemnify the Investor against, any losses resulting from a delay, caused by the Issuer, over the aforementioned one (1) Trading Day.

8.3. **Conversion Ratio**

The number of new Shares delivered by the Issuer to the relevant Note holder upon conversion of one or several Notes in accordance with Paragraph 8.1 of these characteristics of the Notes will be calculated as the Conversion Amount divided by the Conversion Price, subject to any adjustment made in accordance with these characteristics of the Notes.

If the calculation of the number of new Shares would result in the delivery of a fraction of a Share, the Issuer shall round such fraction of a Share up to the nearest whole Share.

The new Shares shall be fully paid by set-off against the Conversion Amount that will come in deduction from the Principal Amount. Such conversion shall not require the payment of any fee or charge by the relevant Note holder.

The new Shares issued upon conversion of the Notes shall be notified for registration with the Finnish Trade Register and Euroclear Finland and listed on the Market (except for Treasury Shares that have already been registered and listed), and credited to each Note holder as set out in this Paragraph 8.3.

The Issuer shall promptly deliver freely tradable Shares to the relevant Note holder upon each conversion of Note(s). The Issuer shall use its best efforts so that the issuance of the Shares and their admission to trading on First North Finland shall occur no later than:

- With respect to New Shares, two (2) Trading Days after the Conversion Date and in any case no later than five (5) Trading Days after the Conversion Date.

- With respect to Treasury Shares, in no event later than one (1) Trading Day following the Conversion Date.

The reception of the payment corresponding to the Partial Reimbursement Option by the relevant Note holder shall occur no later than two (2) Trading Days after the Conversion Date.

Upon conversion of Notes, if the Issuer has not elected for the Partial Reimbursement Option and if the relevant Note holder does not receive the relevant New Shares or Treasury Shares as provided for in the paragraph above, and if the early redemption of the Notes was not requested by the relevant Note holder, at the Note holder's discretion, the Issuer shall pay to the relevant Note holder an amount equal to the difference (if positive) between:

- With respect to New Shares: the closing price of the Share five (5) Trading Days after the Conversion Date and the closing price of the Share on the day immediately prior to the date on which the relevant New Shares are effectively received by the relevant Note holder, for each New Share which was issued upon the relevant conversion of Notes;

- With respect to Treasury Shares: the closing price of the Share one (1) Trading Day after the Conversion Date and the closing price of the Share on the day immediately prior to the date on which the relevant Treasury Shares are effectively received by the relevant Note holder, for each Treasury Share which was transferred upon the relevant conversion of Notes.
If the Issuer does not have sufficient shareholders’ authorizations available to issue New Shares or to transfer Treasury Shares to a Note holder upon conversion of Notes, and if the early redemption of the Notes was not requested by the relevant Note holder, at the Note holder’s discretion, the relevant Notes shall be acquired by the Issuer, on the Trading Day following the Conversion Date, for a price equal to the number of new Shares which should have been issued or transferred to it upon conversion of the Notes multiplied by the closing price of the Share on the day prior to the Conversion Date. Such acquired Notes shall be cancelled by the Issuer.

Any payment to a Note holder made by the Issuer in accordance with Paragraph 8.3 of these characteristics of the Notes shall be made by the Issuer to the relevant Note holder in cash, by wire transfer to a bank account notified by the relevant Note holder to the Issuer, in immediately available, freely transferable funds in Euros.

8.4. Rights attached to the Shares

The New Shares issued upon conversion of the Note(s) shall be subject to all provisions of the By-Laws and to decisions of the general meetings of the shareholders of the Issuer. The new Shares shall be admitted to trading on First North Finland as from their issuance, be free tradable, will carry immediate and current dividend rights and will be fully assimilated to and fungible with the existing Shares.

Should Treasury Shares held by the Issuer be conveyed on the basis of the Notes, the Treasury Shares subscribed for on the basis of the Notes will entitle the relevant Note holder thereof to any possible dividend and to other shareholder rights upon their registration into the book-entry account of the relevant Note holder.

8.5. Termination of Conversion Right

The right of each Note holder to convert the Notes pursuant to this Paragraph 8 shall not terminate until the date on which all the Notes have been fully converted.

9. Note holders’ rights in certain circumstances

9.1. Adjustment for issuance of new Shares or rights entitling to Shares and distributions

“Auditors” mean the auditors of the Issuer from time to time;

“Majority Note Holders” means Note holders of the majority of the Principal Amount outstanding under the outstanding Notes or, if any request for approval is made in writing to all the Note holders which requires the Note holders, pursuant to these characteristics of the Notes, to respond to such a request within five (5) Business Days of such request, Note holders of the majority of the Principal Amount outstanding under the outstanding Notes whose Note holders respond to such request on or before the fifth (5th) Business Day following receipt of such request.

If the Majority Note Holders or the Issuer (acting reasonably and in good faith and after a reasonable period of consultation with each other) determine that an adjustment should be made to the Conversion Price as a result of the Issuer resolving on any (i) issue of new ordinary shares, stock options or other special rights entitling to shares in the Issuer to all shareholders (other than an issue of shares that is made in order to effect a subdivision or combination of shares within the meaning of Paragraph 9.3), (ii) payment of dividends to shareholders or distribution of assets from the fund for invested unrestricted equity, the share premium reserve or legal reserve (in Finnish: ylikurssi-tai vararahasto) or its share capital to the shareholders in the form of cash, securities or other property (other than cash dividend or an action resulting in adjustment pursuant to Paragraph 9.3 below) or (iii) the cancellation of any ordinary shares of the Issuer, or the repurchase or redemption of any ordinary shares of the Issuer under Chapter 15 of the Companies Act (provided that such clause (iii) shall only apply to the extent that the Note holders do not tender their Notes pursuant to Paragraph 9.4 (b) below), or (iv) if the Majority Note Holders or the Issuer (acting reasonably and in good faith and after a reasonable period of consultation with each other) determine that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not referred to above in this Paragraph 9.1 or elsewhere...
in these characteristics of the Notes, such Note holders and the Issuer shall (within twenty one (21) days of such event or circumstance arises), at such Note holders’ expense, jointly request the Auditors, acting as expert, to determine as soon as practicable what adjustment (if any, and provided that it shall result in a reduction of the Conversion Price) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment (if any) should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination.

9.2. Adjustment for Reorganisations

“Acquisition” means a merger or demerger of the Issuer where the holders of the Issuer’s outstanding Shares as of immediately before the transaction beneficially own less than a majority by voting powers of the outstanding Shares of the surviving or successor entity as of immediately after the transaction (including without limitation a triangular merger).

Should the Issuer prior to the end of the Conversion Period resolve on any reorganisation, recapitalisation, reclassification, consolidation, merger or demerger that does not constitute an Acquisition and in which the Issuer’s ordinary shares are converted into or exchanged for securities, cash or other property (a “Reorganisation”), the Note holders shall, following such Reorganisation, be entitled to receive upon conversion of the Notes the kind and amount of securities, cash or other property, if any, that the Note holders would have been entitled to receive pursuant to the conversion of their outstanding Notes immediately taking place prior to such Reorganisation.

The Issuer will give written notice to the Note holders at least ten (10) Trading Days prior to the date on which any such Reorganisation will take place, and shall make such information known to the public prior to or in conjunction with such notice being provided to the Note holder.

9.3. Adjustment for stock splits and combinations

If the Majority Note Holders or the Issuer (acting reasonably and in good faith and after a reasonable period of consultation with each other) determine that an adjustment should be made to the Conversion Price as a result of subdivision or consolidation of Shares or securities by the Issuer, such Note holders and the Issuer shall (within twenty one (21) days of such event or circumstance arises), at such Note holders’ expense, jointly request the Auditors, acting as expert, to determine as soon as practicable what adjustment (if any, and provided that it shall result in a reduction of the Conversion Price) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment (if any) should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination.

9.4. Rights of Note holders in certain situations

(a) If, prior to the end of the Conversion Period, the Issuer is placed into liquidation, the Note holders shall have the right to exercise the Conversion Right pursuant to these characteristics of the Notes during a fixed period of time to be determined by the board of directors of the Issuer of which the Issuer shall give the Note holders written notice, provided that such period for exercise of the Conversion Right may not expire earlier than ten (10) Business Days following the date on which the Issuer sends the Note holders notice of such fixed period determined by the board of directors of the Issuer and five (5) Business Days prior to completion of the liquidation of the Issuer; provided further than any exercise by the Note holders of the Conversion Right may be conditioned upon the completion of the liquidation of the Issuer. Notwithstanding any other provisions in these characteristics of the Notes, should the Issuer be deregistered from the Finnish Trade Register prior to the conversion of the Notes, the Note holder shall have no right to exercise the Conversion Right.

(a) If, prior to the end of the Conversion Period, the Issuer makes a resolution to acquire its own shares through a tender offer to all the shareholders or to acquire other special rights entitling to shares issued in one or more transactions that were related to the offering of the Notes (the “Related Offerings”) through a tender offer to all
holders of such rights, the Issuer shall make an equal offer to the Note holders in respect of the Notes. If the Issuer acquires stock options or special rights entitling to shares other than those issued in the Related Offerings, no measures will need to be taken in relation to the Notes.

(b) If, prior to the end of the Conversion Period, the Issuer resolves to merge as the merging company or to demerge in connection with an Acquisition, the Note holders shall have the right to exercise the Conversion Right pursuant to these characteristics of the Notes within a fixed period of time to be determined by the board of directors of the Issuer of which the Issuer shall give the Note holders written notice, provided that such period for exercise of the Conversion Right may not expire earlier than ten (10) Business Days following the date on which the Issuer sends the Note holders notice of such fixed period determined by the board of directors of the Issuer and five (5) Business Days prior to completion of the merger or demerger; provided further than any exercise by the Note holders of the Conversion Right may be conditioned upon the completion of the merger or demerger. Upon the expiry of such exercise period the right to exercise the Conversion Right shall expire without compensation regardless of whether the Conversion Period would have ended by that time.

(c) If, prior to the end of the Conversion Period, a tender offer regarding all shares, stock options and other special rights issued by the Issuer is made by a party other than the Issuer or should a shareholder under the Finnish Securities Markets Act (746/2012, as amended) have the obligation to redeem the shares from the Issuer’s other shareholders, or to redeem the stock options or other special rights issued by the Issuer, or should a shareholder have under the Finnish Companies Act the right and obligation to redeem the shares from the Issuer’s other shareholders, then the Note holders may, notwithstanding the transfer restriction set forth in Paragraph 3.1 of these characteristics of the Notes, transfer all of their Notes to such offeror or redeemer, as the case may be.

Should a shareholder under the Finnish Companies Act have the right to redeem the shares from the other shareholders of the Issuer, the Note holders shall upon request by such shareholder have a corresponding obligation to transfer all of their Notes for redemption (i.e. the right to exercise the Conversion Right shall in this situation expire regardless of whether the Conversion Period would have ended by that time).

The board of directors of the Issuer may at its discretion in any of the situations mentioned in this Paragraph 9.4, also give the Note holders an opportunity (which for the avoidance of doubt shall not foreclose the Note holders from converting the Notes into the securities or other property into which they would otherwise have been able to convert the Notes) to exercise their Conversion Right or to convert the Notes into equity issued by the offeror or redeemer, as the case may be, on such terms and within such reasonable time period prior to the completion of the tender offer or redemption, as resolved by the board of directors of the Issuer. At the expiry of this time period set by the board of directors of the Issuer and provided that the offeror’s or redeemer’s, as the case may be, shareholding in the Issuer based on the final results of the tender offer exceeds nine tenth (9/10) of all outstanding shares in the Issuer, any Conversion Right shall be suspended until arbitration proceedings have become pending under Chapter 18, Section 4 of the Companies Act.

9.5. Notice of adjustments

Immediately upon any adjustment of the Conversion Price, the Issuer will give written notice thereof to each Note holder setting forth in reasonable detail, specifying the record date or effective date and certifying the calculation of such adjustment. If the required adjustment is not determinable as the time of such notice, the Issuer shall give notice to the Note holders of such adjustment and computation as soon as reasonably practicable after such adjustment becomes determinable.
While any amount remains outstanding under a Note, the Issuer shall, at the same time as it gives any notice or sends any documents to its shareholders, give the same notice and deliver the same documents to the Note holder of such Note.

9.6. Procedural provisions regarding adjustment

The Issuer shall not do anything which would cause it to be illegal for a Note holder to subscribe for a Note Share at the Conversion Price applicable at the relevant time.

On any adjustment to the Conversion Price pursuant to these characteristics of the Notes, the resultant Conversion Price shall be rounded down to the next EUR 0.01.

No adjustment shall be made to the Conversion Price where Note Shares or other securities (including rights, warrants or options) are issued, offered, exercised, allotted, appropriated, modified or granted to employees or employee like consultants (including directors holding executive office) of the Issuer or any Subsidiary pursuant to any bona fide employees’ share scheme.

No adjustment shall be made to the Conversion Price on account of the issue or conversion of any Notes.