

CITYCON STOCK OPTIONS 2024A-C

The Board of Directors of Citycon Oyj (**Board**) has at its meeting on 15 April 2024 resolved, by virtue of an authorisation granted by the General Meeting of Shareholders of Citycon Oyj (**Company**) held on 19 March 2024, to issue stock options to the key personnel of the Company and its subsidiaries (all jointly, **Group**), on the following terms and conditions.

1 STOCK OPTION TERMS AND CONDITIONS

1.1 Number of Stock Options

The maximum total number of stock options 2024A-C issued is 1,591,848, and they entitle their owners to subscribe for a maximum total of 1,591,848 new shares in the Company or existing shares held by the Company (**Share**). The Board resolves whether new Shares or existing Shares held by the Company are given to subscribers.

1.2 Stock Options

Of the stock options, 530,616 are marked with the symbol 2024A, 530,616 are marked with the symbol 2024B and 530,616 are marked with the symbol 2024C. The Board has the right to convert stock options held by the Company from one stock option class into another.

1.3 Right to Stock Options

The stock options are issued gratuitously to the key personnel of the Group. The Company has a weighty financial reason for the issue of stock options, since the stock options are intended to form part of the incentive and commitment program for the Group key personnel.

1.4 Distribution of Stock Options

- (1) The Board resolves on the distribution of stock options to the key employees employed by or to be recruited by a company belonging to the Group (**Group Company**). The Board may resolve particular additional provisions concerning the receipt of stock options. The Board resolves on the further distribution of the stock options returned later to the Company. Distribution of stock options to the key employees outside Finland may be restricted or it may be subject to additional terms on the basis of local laws and other regulations.
- (2) The people, to whom stock options are distributed, will be notified in writing by the Board about the offer of stock options. The stock options will be delivered when the Board has confirmed that the recipient has accepted the offer of the Board.

- (3) Stock options are regarded as a discretionary and nonrecurring part of compensation. The stock options are not regarded as a part of a stock option recipient's employment or director contract, and they are not regarded as a salary or fringe benefit. A stock option recipient has, during their employment, service or thereafter, no right to receive compensation for stock options on any grounds.
- (4) A stock option recipient is liable for all taxes and tax-related consequences arising from receiving or exercising stock options.
- (5) The Company pays the transfer tax connected to the receipt of Shares on the basis of stock options, when applicable. The transfer tax paid by the Company may be taxable income for the stock option owner.

1.5 Transfer of Stock Options

The Company holds the stock options on behalf of the stock option owner until the commencement of the Share subscription period. The stock options may freely be transferred and pledged after the Share subscription period has commenced. The Board may, however, permit the transfer or pledge of stock options also before such date. If the stock option owner transfers or pledges their stock options, they will be obliged to inform the Company about the transfer or pledge in writing, without delay. The Board may, at its discretion, resolve to restrict the transfer of stock options in certain countries, e.g. for legal or administrative reasons.

1.6 Termination of Employment or Service before Share Subscription Period

1.6.1 Termination or Cancellation of Employment or Director Contract

- (1) If a stock option owner or a Group Company terminates or cancels the stock option owner's employment or director contract, such stock option owner will, without delay, forfeit to the Company or its designee, without compensation, such stock options for which the Share subscription period specified in Section 2.2 has not commenced, on the day on which the notice of termination or cancellation of employment or director contract has been given. As an exception to the above, the Board may resolve that the stock option owner may keep the stock options, or a part of them.
- (2) In these terms and conditions, termination of a stock option owner's employment or director contract refers to the day when the notice of termination or cancellation has been given.

1.6.2 Termination of Employment or Director Contract on Good Leaver Grounds

- (1) **Good Leaver** grounds are the following:
 - (a) a corporate re-arrangement,
 - (b) a transfer of business,
 - (c) a Group Company's ceasing belonging to the Group,
 - (d) a stock option owner's permanent disability,

- (e) a stock option owner's retirement for a statutory pension,
 - (f) a stock option owner's retirement for a pension as defined in the stock option owner's employment or director contract,
 - (g) a stock option owner's retirement for a pension as determined by the Company,
 - (h) a stock option owner's decease.
- (2) If a stock option owner's employment or director contract in a Group Company terminates on a Good Leaver ground, the Board will resolve whether the stock option owner or their estate or heir or beneficiary is entitled to keep such stock options that the Board has distributed to the option owner, or a part of them, for which the Share subscription period specified in Section 2.2 has not commenced on the last day of validity of the employment or director contract. When resolving on the stock options, the Board may take into account, e.g. the duration of the employment or director contract before for the commencement of the Share subscription period.
- (3) In these terms and conditions, termination of a stock option owner's employment or director contract on Good Leaver grounds refers to the last day of validity of the employment or director contract.

1.7 Incorporation of Stock Options into Book-Entry Securities System

The Board may resolve on incorporation of the stock options into the book-entry securities system. If the stock options having been incorporated into the book-entry securities system, the Company will have the right to request and get transferred all forfeited stock options, from the stock option owner's book-entry account on the book-entry account appointed by the Company, without the consent of the stock option owner. In addition, the Company will be entitled to register transfer restrictions and other respective restrictions concerning the stock options on the stock option owner's book-entry account, without the consent of the stock option owner, until the commencement of the share subscription period.

2 SHARE SUBSCRIPTION TERMS AND CONDITIONS

2.1 Right to subscribe for Shares

Each stock option entitles its owner to subscribe for one (1) new Share in the Company or an existing Share held by the Company. The Share subscription price will be credited to the reserve for the Company's invested unrestricted equity.

2.2 Share Subscription and Payment

- (1) The Share subscription period for stock options is,
- (a) for stock options 2024A, 1 April 2024 – 1 April 2027
 - (b) for stock options 2024B, 1 April 2025 – 1 April 2027

(c) for stock options 2024C, 1 April 2026 – 1 April 2027

- (2) If the last day of the Share subscription period is not a banking day, the Share subscription may be made on a banking day following the last Share subscription day.
- (3) Share subscriptions take place at the head office of the Company or possibly at another location and in the manner determined later. Upon subscription, payment for the Shares subscribed for is made to the bank account designated by the Company. The Board resolves on all measures concerning the Share subscription.

2.3 Share Subscription Price

- (1) The Share subscription price for a stock option is EUR 4.05 per Share.
- (2) The Share subscription price of the stock options may be decreased in certain cases mentioned in Section 2.7 below. The Share subscription price, nevertheless, always amounts to at least EUR 0.01.

2.4 Registration of Shares

Shares subscribed for and fully paid are registered on the book-entry account of the subscriber.

2.5 Shareholder Rights

- (1) The dividend rights of the new Shares and other shareholder rights commence upon the entry of the Shares into the Trade Register.
- (2) If existing Shares, held by the Company, are given to the subscriber of Shares, the subscriber will be given the right to dividend and other shareholder rights once the Shares are registered on their book-entry account.

2.6 Share Issues, Stock Options and Other Special Rights entitling to Shares before Share Subscription

- (1) If the Company, before the Share subscription, resolves on an issue of shares or an issue of new stock options or other special rights entitling to shares so that the shareholders have pre-emptive rights to subscription, a stock option owner will have the same right as, or an equal right to, that of a shareholder. Equality is reached in the manner determined by the Board by adjusting the number of Shares available for subscription, the Share subscription price or both of these.
- (2) A directed issue of shares or a directed issue of new stock options or other special rights entitling to shares has no impact on the rights of the stock option owner, unless the Board resolves otherwise for specific reasons.

2.7 Rights in Certain Cases

2.7.1 Distribution of Assets

- (1) Distribution of dividends or assets does not primarily affect the Share subscription price of the stock options.
- (2) If the Company distributes dividends and/or assets from the reserves of invested unrestricted equity, in each case deviating from the company's customary practices, the Board may resolve, that the Share subscription price of the stock options will be deducted by the amount of the dividend and/or the amount of the distributable invested unrestricted equity per share resolved after the Board's resolution on the issue of the stock options but before Share subscription, on each dividend record date and/or each record date of the repayment of equity.
- (3) If the Company reduces its share capital by distributing share capital to the shareholders, the Share subscription price of the stock options will be deducted by the amount of the distributable share capital per share resolved after the Board's resolution on the issue of the stock options but before Share subscription, on the record date of the repayment of share capital.

2.7.2 Acquisition or Redemption of Own Shares and Acquisition of Stock Options and Other Special Rights entitling to Shares

- (1) Acquisition or redemption of the Company's own shares or acquisition of stock options or other special rights entitling to shares will have no impact on the rights of the stock option owner. If the Company, however, resolves to acquire or redeem its own shares from all shareholders, the stock option owners will be made an equivalent offer.

2.7.3 Placing the Company in Liquidation, or Deregistration of the Company

If the Company is placed in liquidation before the Share subscription, the stock option owner will be given an opportunity to exercise their Share subscription right, within a period of time determined by the Board. If the Company is deregistered, before the Share subscription, the stock option owner will have the same right as, or an equal right to, that of a shareholder.

2.7.4 Merger, Demerger or Transfer of Domicile

- (1) If, before the Share subscription,
 - (a) the Company resolves to merge with another company as a merging company or merge with a company to be formed in a combination merger; or
 - (b) the Company resolves to be demerged entirely;

the stock option owners will, prior to the registration of the execution of a merger or a demerger, be given the right to subscribe for Shares with their stock options, within a period of time determined by the Board. Alternatively, the Board may give a stock option owner the right to convert the stock options into stock options issued by the other company, in the manner determined in the draft terms of merger or demerger, or in the manner otherwise determined as equitable by the Board, or the Board may give a stock option owner the right to sell stock options prior to the registration of the execution of a merger or a demerger. After such period, no Share subscription right or conversion right exists.

- (2) The same proceeding applies to cross-border mergers or demergers, or if the Company, after having registered itself as a European Company (*Societas Europae*), or otherwise, registers a transfer of its domicile from Finland into another member state of the European Economic Area.
- (3) The Board resolves on the impact of potential partial demerger on the stock options.
- (4) In the above situations, the stock option owners have no right to require that the Company redeems the stock options from them at fair value.

2.7.5 Redemption Right and Obligation

If a redemption right and obligation to all of the Company's shares, as referred to in Chapter 18 Section 1 of the Finnish Limited Liability Companies Act (624/2006 as amended), arises to any of the shareholders, prior to the expiry of the Share subscription period, on the basis that a shareholder possesses over 90 percent of the shares and the votes of the shares of the Company, the stock option owners will be given a possibility to use their right of Share subscription by virtue of the stock options, within a period of time determined by the Board, or the stock option owners will have an equal obligation to that of shareholders to transfer their stock options to the redeemer, despite the transfer restriction defined in Section 1.5 above.

3 OTHER MATTERS

3.1 Applicable Law and Settlement of Disputes

- (1) These terms and conditions are governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to these stock options, or the breach, termination or validity thereof, will be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators will be one. The seat of arbitration will be Helsinki, Finland, and the language of the arbitration will be Finnish or English.

- (2) Stock options may be distributed to individuals who are located outside Finland. The stock option plan will be operated in a way which complies with the law wherever the individuals are located. If the stock option plan needs to be completed or amended in any way in order to comply with local law (whether in general or in relation to any particular stock option allocation, including stock option allocations already made) then the Board may make such additions and/or amendments as it considers reasonably necessary and desirable, within the requirements of the laws of Finland.

3.2 Amendment and Interpretation of Terms and Conditions

- (1) The Board is entitled to interpret the terms and conditions of the stock options.
- (2) The Board operates the stock options and all matters relating thereto. The Board resolutions on any matters relating to the stock options are final and binding on all parties. The Board may delegate certain matters relating to the stock options to individuals within the Company as it sees fit.
- (3) The Board may resolve on the technical amendments to these terms and conditions, as well as on other amendments and specifications to these terms and conditions which are not considered as essential. Other matters related to stock options are resolved on by the Board, and the Board may give stipulations binding on the stock option owners.

3.3 Data Protection

- (1) The Company processes the stock option owners' personal data for the purposes of operating the stock option plan in accordance with applicable data protection laws and the Company's privacy notice. By participating in the stock option plan, the stock option owner acknowledges that the Company and/or any third party appointed by the Company to administer the plan processes personal data for the purposes of operating the stock option plan. More information on the processing of personal data and the rights of the data subject can be obtained from the Company's personnel department.
- (2) Any notices regarding the stock option plan may be delivered to the stock option owners by e-mail.

3.4 Administration of Stock Options

- (1) If the stock option owner acts against these terms and conditions, or against the instructions given by the Company, on the basis of these terms and conditions, or against applicable law, or against the regulations of the authorities, the Company will be entitled to gratuitously withdraw the stock options which have not been transferred, or with which Shares have not been subscribed for, from the stock option owner.
- (2) These terms and conditions have been prepared in English. In the case of any discrepancy between the English version and potential translations, the English will prevail.