

English language text is an unofficial translation. In case of discrepancy the Finnish language version shall prevail.

Articles of Association

1 § Trade name and registered office of the company

The trade name of the company is Reaktor Group Oyj and in English Reaktor Group Plc. The company's registered office is in Helsinki.

2 § Field of business of the company

The company acts as the parent company of the group and may oversee its organization, administration, financing, IT functions, corporate planning and other financial and administrative tasks. The company may also provide services in the information technology industry, including, among other things, consulting, software development and training services and other related services. The company may also provide general management consulting services and organize events. The company may also own, purchase, sell, manage and lease properties, real estate, securities, shares, interests and rights both domestically and abroad.

3 § Board of Directors

The company has a Board of Directors comprising a minimum of three (3) and a maximum of seven (7) ordinary members and a maximum of two (2) deputy members. The term of office of a member of the Board of Directors ends at the close of the next Annual General Meeting following the election. The General Meeting elects the Chair of the Board of Directors.

4 § Chief Executive Officer

The company may have a Chief Executive Officer, who is appointed by the Board of Directors.

5 § Representation of the company

The Company is represented not only by the Board of Directors but also by the Chief Executive Officer and the Chair of the Board of Directors alone and by two members of the Board of Directors together. The Board of Directors may also grant the right of representation to a member of the Board of Directors or another person.

6 § Auditor

The company has one (1) auditor that shall be an auditing firm approved by the Finnish Patent and Registration Office. The term of office of the auditor ends at the close of the next Annual General Meeting following the election.

7 § Notice of the General Meeting

The notice of the General Meeting shall be delivered to the shareholders no earlier than three (3) months and no later than three (3) weeks prior to the General Meeting, however, no later than nine (9) days before the record date of the General Meeting. The notice shall be delivered to the shareholders by means of a notice published on the company's website.

To be entitled to attend the General Meeting, a shareholder must register with the company no later than on the date specified in the notice of the General Meeting, which date may not be earlier than ten (10) days prior to the General Meeting.

8 § Place of the General Meeting and method of participation

The General Meeting may be held as a remote meeting without a meeting venue so that all persons participating in the General Meeting participate in the meeting through a real-time data communications connection and technical means.

A shareholder attending a remote meeting may exercise all their rights at the remote meeting in a manner equivalent to participation at the place of the meeting.

9 § Annual General Meeting

The Annual General Meeting shall be held annually within six months of the expiration of the financial year on a date designated by the Board of Directors.

At the General Meeting the following shall be presented:

- the financial statements, including the consolidated financial statements,
- the annual report, and
- the auditor’s report.

decided:

- the adoption of the financial statements and the consolidated financial statements,
- the use of the profit shown on the balance sheet,
- the discharge from liability of the members of the Board of Directors and the Chief Executive Officer,
- the remuneration of the members of the Board of Directors and of the auditor, and
- the number of members of the Board of Directors.

elected:

- the members of the Board of Directors and the Chair of the Board of Directors, and
- the auditor.

After which, any other matters possibly contained in the notice of the General Meeting shall be handled.

10 § Redemption clause

If a share is transferred to a new owner, the transferee must notify the Board of Directors without delay. The company and the shareholder have the right to redeem the share under the following terms.

1. The redemption clause also applies to transfers between the company's shareholders. However, the redemption clause does not apply to transfers in which the company is the transferor or transferee, nor to transfers in which a share is transferred from a shareholder of the company who is a natural person to a company wholly owned by the same natural person, from a company wholly owned by a natural person to another company wholly owned by the same natural person, or from a company wholly owned by a natural person to the same natural person.
2. The company's redemption right is primary. A shareholder may redeem a transferring share only if the company does not exercise its redemption right.
3. The redemption price is one euro (1.00) per share.

4. The Board of Directors must notify the shareholders of the transfer of the share within four (4) weeks of the notification of the transfer having been delivered to the Board of Directors. At the same time, the Board of Directors must inform the shareholders whether the company intends to exercise its primary redemption right. The notification shall be delivered in the same manner as the notice of the General Meeting.
5. The shareholder must submit a written redemption demand to the Board of Directors within six (6) weeks of the notification of the transfer having been delivered to the Board of Directors. The company must notify the transferee of the exercise of the redemption right within eight (8) weeks of the notification of the transfer having been delivered to the Board of Directors.
6. If several shareholders wish to exercise their redemption right, the Board of Directors shall distribute the shares among those willing to redeem in proportion to their shareholdings. If the distribution of shares is not even, the remaining shares shall be distributed by drawing lots.
7. The redemption price must be paid within four (4) weeks of the last possible date for submitting a redemption demand. If the redeemer is a shareholder, the redemption price is paid to the company. If the redeemer is the company, the redemption price is paid to the transferee or another entitled party.

11 § Consent clause

The acquisition of a share by way of a transfer requires the consent of the company.

The Board of Directors decides whether to grant consent. The applicant must be notified in writing of the decision regarding consent within two (2) months of the company's receipt of the application. Otherwise, consent is deemed to have been granted.

12 § Dispute resolution

Any dispute arising from the application of these Articles of Association shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The number of arbitrators shall be one (1) and the seat of arbitration shall be Helsinki.

13 § Book-entry system

The company's shares are incorporated in the book-entry system after the registration period.