

## **The Board of Directors' proposal regarding long-term incentive program 2021 (item 15)**

The Board of Directors of BIMobject AB (the "**Company**") proposes that the General Meeting pass a resolution on the implementation of a long-term incentive program 2021 ("**LTIP 2021**") in accordance with the following.

LTIP 2021 consists of two series, 2021:1 and 2021:2, and the two series shall be transferred to employees in the Company during the spring and autumn of 2021. Each of the series in turn consists of offers of warrants and employee stock options, with warrants as the method of delivery of shares under the employee stock option agreements.

### **A.1 Issue of warrants, series 2021:1 A (For transfer to participants)**

The Board of Directors of the Company proposes that the General Meeting resolve to carry out a private placement in respect of not more than 3,475,000 warrants of series 2021:1 A, entailing an increase in the share capital of not more than SEK 38,225 if the private placement is fully taken up.

### **A.2 Issue of warrants, series 2021:1 B (Backing warrants for ESOP 2021:1)**

The Board of Directors of the Company proposes that the General Meeting resolve to carry out a private placement in respect of not more than 3,475,000 warrants of series 2021:1 B, entailing an increase in the share capital of not more than SEK 38,225 if the private placement is fully taken up.

### **A.3 Issue of warrants, series 2021:2 A (For transfer to participants)**

The Board of Directors of the Company proposes that the General Meeting resolve to carry out a private placement in respect of not more than 250,000 warrants of series 2021:2 A, entailing an increase in the share capital of not more than SEK 2,750 if the private placement is fully taken up.

### **A.4 Issue of warrants, series 2021:2 B (Backing warrants for ESOP 2021:2)**

The Board of Directors of the Company proposes that the General Meeting resolve to carry out a private placement in respect of not more than 250,000 warrants of series 2021:2 B, entailing an increase in the share capital of not more than SEK 2,750 if the private placement is fully taken up.

**A.5 The resolution under items A.1-A.4 shall otherwise be governed by the following terms and conditions.**

1. The right to subscribe for the warrants shall, with derogation from the shareholders' pre-emption rights, vest in the Company, with right and obligation to transfer the warrants to employees in the Company in accordance with below.  
  
No oversubscription is allowed.
2. The reason for the derogation from the shareholders' pre-emption rights is to implement an incentive programme through which employees in the Company shall be able to become long-term owners and participate in and work for a positive growth of value of the Company's share for the period that the program covers, and to ensure that the Company can keep and recruit qualified and motivated personnel.
3. The warrants shall be issued at no consideration.
4. Subscription for the warrants shall take place on the same day as the date of the resolution to issue warrants. The Board of Directors shall be entitled to extend the subscription period.
5. Each warrant entitles the holder to subscribe for one new share in the Company.
6. The warrants may be exercised for subscription of new shares during the following periods:
  - i) Commencing on 4 May 2024, up to and including 4 August 2024 for series 2021:1 A.
  - ii) Commencing on 4 May 2024, up to and including 4 August 2024 for series 2021:1 B.
  - iii) Commencing on 1 December 2024, up to and including 28 February 2025 for series 2021:2 A.
  - iv) Commencing on 1 December 2024, up to and including 28 February 2025 for series 2021:2 B.
7. The subscription price per share shall be calculated in accordance with the following:
  - i) For warrants of series 2021:1 A, the subscription price per share shall correspond to 125 percent of the volume weighted average price according to Nasdaq First North Growth Market's official price list for

the share during the 10 trading days that directly follows 4 May 2021 (the "Measurement Period 2021:1"), however, at least SEK 0.011.

- ii) For warrants of series 2021:1 B, the subscription price per share shall be SEK 0.011.
- iii) For warrants of series 2021:2 A, the subscription price per share shall correspond to 125 percent of the volume weighted average price according to Nasdaq First North Growth Market's official price list for the share during the 10 trading days that directly follows the later of (i) 10 November 2021, and (ii) the publication of the third quarter report for the financial year 2021 (the "Measurement Period 2021:2"), however, at least SEK 0.011.
- iv) For warrants of series 2021:2 B, the subscription price per share shall be SEK 0.011.

- 8. Any share premium shall be transferred to the unrestricted premium reserve.
- 9. The shares subscribed for based on the warrants shall carry a right to participate in dividends for the first time on the next record date for dividends, which occurs after subscription is completed.
- 10. Other terms and conditions according to the complete terms and conditions for series 2021:1 A, 2021:1 B, 2021:2 A and 2021:2 B, respectively.

#### **B.1 Approval of transfer of warrants series 2021:1 A and issuance of ESOP 2021:1**

- 1. The Board of Directors proposes that the General Meeting approves the Company's transfer of warrants of series 2021:1 A and issuance of ESOP ("ESOP 2021:1") (jointly "LTIP Instruments 2021:1") in accordance with the following.
- 2. The right to acquire LTIP Instruments 2021:1 from the Company shall vest in three categories of participants (the "Participants") in accordance with the table below.
- 3. Initially, each Participant will be offered to acquire LTIP Instruments 2021:1 in accordance with the table set out below. Any remaining LTIP Instruments 2021:1 may be allotted to other Participants on a pro rata basis between the categories, based on each category's total number of LTIP Instruments 2021:1 per Participant in relation to the total number of available LTIP Instruments 2021:1. However, such allotment may at most result in that the maximum number of LTIP Instruments 2021:1 per person within a certain category is exceeded by fifty (50) percent.

Category	Number of Participants	Number of warrants series 2021:1 A per Participant	Number of ESOP 2021:1 per Participant (if the Participant does not acquire all of its warrants)	Number of ESOP 2021:1 per Participant (if the Participant acquires all of its warrants)	Total number of LTIP Instruments 2021:1
CEO and senior executives ("Category A")	Max. 10	Max. 1,500,000	Max. 750,000	Max. 1,500,000	Max. 3,750,000; 2,475,000 warrants 1,275,000 ESOP 2021:1
Key employees ("Category B")	Max. 30	Max. 150,000	Max. 75,000	Max. 150,000	Max. 2,000,000; 1,000,000 warrants 1,000,000 ESOP 2021:1
Other employees ("Category C")	Max. 130	N/A	Max. 10,000	N/A	Max. 1,200,000; 1,200,000 ESOP 2021:1

4. Allotment requires that the LTIP Instruments 2021:1 can be legally acquired and that, in the Board of Director's opinion, such acquisition can take place using a reasonable amount of administrative and financial resources.
5. Application for acquisition of LTIP Instruments 2021:1 shall take place no later than two (2) business days after Measurement Period 2021:1. The Board of Directors is authorized to extend the application period.
6. Warrants of series 2021:1 A and 2021:1 B held by the Company that are not transferred to Participants or used under the ESOP Agreements 2021:1, or that is repurchased from Participants, may be cancelled through a decision by the Board of Directors. The cancellation shall be notified to the Swedish Companies Registration Office.

**B.2 Approval of transfer of warrants series 2021:2 A and issuance of ESOP 2021:2**

1. The Board of Directors proposes that the General Meeting approves the Company's transfer of warrants of series 2021:2 A and issuance of ESOP ("ESOP 2021:2") (jointly "LTIP Instruments 2021:2") in accordance with the following.
2. The right to acquire LTIP Instruments 2021:2 from the Company shall vest in one category of participants (the "Participants") in accordance with the table below.

3. Initially, each Participant will be offered to acquire LTIP Instruments 2021:2 in accordance with the table set out below. Any remaining LTIP Instruments 2021:2 may be allotted to other Participants in the category on a pro rata basis in relation to the number of LTIP Instruments 2021:2 that each participant has subscribed for. However, such allotment may at most result in that the maximum number of LTIP Instruments 2021:2 per person within a certain category is exceeded by fifty (50) percent.

Category	Number of Participants	Number of warrants series 2021:2 A per Participant	Number of ESOP 2021:2 per Participant (if the Participant does not acquire all of its warrants)	Number of ESOP 2021:2 per Participant (if the Participant acquires all of its warrants)	Total number of LTIP Instruments 2021:2
Key employees ("Category B")	Max. 5	Max. 250,000	Max. 125,000	Max. 250,000	Max. 500,000; 250,000 warrants 250,000 ESOP 2021:2

4. Allotment requires that the LTIP Instruments 2021:2 can be legally acquired and that, in the Board of Director's opinion, such acquisition can take place using a reasonable amount of administrative and financial resources.
5. Application for acquisition of LTIP Instruments 2021:2 shall take place no later than two (2) business days after Measurement Period 2021:2. The Board of Directors is authorized to extend the application period.
6. Warrants of series 2021:2 A and 2021:2 B held by the Company that are not transferred to Participants or used under the ESOP Agreements 2021:2, or that is repurchased from Participants, may be cancelled through a decision by the Board of Directors. The cancellation shall be notified to the Swedish Companies Registration Office.

#### **C.1 Transfer of warrants series 2021:1 A**

1. The warrants of series 2021:1 A shall be transferred on market terms at a price (premium) based on an estimated market value of the warrants that has been calculated by an independent valuation institute using the Black & Scholes valuation model.
2. The value for warrants of series 2021:1 A has preliminary been calculated to SEK 1.94 per warrant based on a share price of SEK 9.5, a subscription price per share of SEK 11.88, a term of 3.25 years, a risk free interest rate of -0.18 percent and a volatility of 40 percent.

3. The preliminary calculation above assumes that no dividends are paid to shareholders during the warrant's term, or that such dividends are fully compensated for by recalculation in accordance with market practice.
4. The final valuation of the warrants of series 2021:1 A takes place in connection with the Participants's acquisition of the warrants and will be based on market conditions at that time.
5. It is proposed that a one-time bonus payment is made to the Participants who acquire warrants of series 2021:1 A. The intention is that the one-time bonus amount, net after taxes, shall correspond to approximately fifty (50) percent of the acquisition price (premium) for the warrants.
6. The Company reserves the right to repurchase warrants of series 2021:1 A if the Participant's employment with the Company is terminated or if the Participant in turn wishes to transfer warrants of series 2021:1 A. The warrants of series 2021:1 A shall otherwise be governed by market terms.

## **C.2 Transfer of warrants series 2021:2 A**

1. The warrants of series 2021:2 A shall be transferred on market terms at a price (premium) based on an estimated market value of the warrants that has been calculated by an independent valuation institute using the Black & Scholes valuation model.
2. The valuation of the warrants of series 2021:2 A takes place in connection with the Participants's acquisition of the warrants and will be based on market conditions at that time.
3. It is proposed that a one-time bonus payment is made to the Participants who acquire warrants of series 2021:2 A. The intention is that the one-time bonus amount, net after taxes, shall correspond to approximately fifty (50) percent of the acquisition price (premium) for the warrants.
4. The Company reserves the right to repurchase warrants of series 2021:2 A if the Participant's employment with the Company is terminated or if the Participant in turn wishes to transfer warrants of series 2021:2 A. The warrants of series 2021:2 A shall otherwise be governed by market terms.

## **D.1 Issuance of ESOP 2021:1**

1. Each Participant according to item B.1 is entitled to enter into an ESOP agreement ("ESOP Agreement 2021:1") with the Company, under which the Participant may exercise its right to acquire shares from Company during the period commencing on 4 May 2024, up to and including 4 August 2024. The warrants of series 2021:1 B shall be used by the Company to ensure delivery of shares under the ESOP Agreements 2021:1.

2. The subscription price per share shall correspond to 125 percent of the volume weighted average price according to Nasdaq First North Growth Market's official price list for the share during the Measurement Period 2021:1, however, at least SEK 0.011.
3. The Participant's maximum gross profit per ESOP 2021:1 shall in this regard be limited to seven times the volume-weighted average price according to Nasdaq First North Growth Market's official price list for the share during the Measurement Period 2021:1, and therefore the subscription price per share under the ESOP Agreement 2021:1 may be increased SEK by SEK in order to achieve such limitation.
4. Customary recalculation of the ESOP 2021:1 as well as of the number of shares under the ESOP Agreement 2021:1 may occur if the share capital or the number of shares in the Company changes through e.g. a bonus issue, split or reverse split, redemption of shares, certain new issues and other similar corporate events, and if certain other measures are taken. ESOP Agreements 2021:1 shall otherwise be governed by market terms.
5. The ESOP Agreements 2021:1 shall be entered into at no consideration, however, an ESOP Agreement 2021:1 shall be automatically null and void in the event of the termination of the Participant's employment with the Company.
6. If significant changes take place within the BIMobject group, or on the market, which, by the assessment of the Board of Directors, would mean that the terms for subscription of shares according to the ESOP Agreements 2021:1 is no longer reasonable, the Board of Directors shall have the right to implement an adjustment to the ESOP Agreements 2021:1 and LTIP 2021, including, among others, the right to reduce the number of shares transferred under the ESOP Agreements 2021:1, or not to transfer shares under the ESOP Agreements 2021:1 at all.

## **D.2 Issuance of ESOP 2021:2**

1. Each Participant according to item B.2 is entitled to enter into an ESOP agreement ("**ESOP Agreement 2021:2**") with the Company, under which the Participant may exercise its right to acquire shares from Company during the period commencing on 1 December 2024, up to and including 28 February 2025. The warrants of series 2021:2 B shall be used by the Company to ensure delivery of shares under the ESOP Agreements 2021:2.
2. The subscription price per share shall correspond to 125 percent of the volume weighted average price according to Nasdaq First North Growth Market's official price list for the share during the Measurement Period 2021:2, however, at least SEK 0.011.
3. The Participant's maximum gross profit per ESOP 2021:2 shall in this regard be limited to seven times the volume-weighted average price

according to Nasdaq First North Growth Market's official price list for the share during the Measurement Period 2021:2, and therefore the subscription price per share under the ESOP Agreement 2021:2 may be increased SEK by SEK in order to achieve such limitation.

4. Customary recalculation of the ESOP 2021:2 as well as of the number of shares under the ESOP Agreement 2021:2 may occur if the share capital or the number of shares in the Company changes through e.g. a bonus issue, split or reverse split, redemption of shares, certain new issues and other similar corporate events, and if certain other measures are taken. ESOP Agreements 2021:2 shall otherwise be governed by market terms.
5. The ESOP Agreements 2021:2 shall be entered into at no consideration, however, an ESOP Agreement 2021:2 shall be automatically null and void in the event of the termination of the Participant's employment with the Company.
6. If significant changes take place within the BIMObject group, or on the market, which, by the assessment of the Board of Directors, would mean that the terms for subscription of shares according to the ESOP Agreements 2021:2 is no longer reasonable, the Board of Directors shall have the right to implement an adjustment to the ESOP Agreements 2021:2 and LTIP 2021, including, among others, the right to reduce the number of shares transferred under the ESOP Agreements 2021:2, or not to transfer shares under the ESOP Agreements 2021:2 at all.

## **E. Other matters in relation to the LTIP 2021**

### **1. Costs**

The costs for the ESOP 2021:1 and ESOP 2021:2, respectively, which are charged in the profit and loss account, are calculated according to the accounting standard IFRS 2 and distributed on a linear basis over the vesting period. The calculation has been made based on the following assumptions: (i) a market price of the BIMObject common share of SEK 9.5, (ii) that no dividend is paid by BIMObject during the term of the program, (iii) an assessment of future volatility in respect of the BIMObject common share, (iv) the restriction rule according to item D.1.3 and D.2.3, respectively, and (v) full vesting of ESOP 2021:1 and ESOP 2021:2. The warrants series 2021:1 A and series 2021:2 A shall be transferred on market terms but will be subsidized with 50 per cent, net after tax. In total, this can lead to maximum costs for LTIP 2021 of approximately SEK 14.2 million, excluding social security costs. The costs for social security charges are calculated to approximately SEK 3.5 million assuming an annual share price increase of 10% during the vesting period.

### **2. Effect on important key ratios**

Given the above assumptions regarding costs, and that LTIP 2021 was introduced in 2019 instead, it is estimated that the key figure earnings per share for full year 2020 would have decreased from SEK -0.64 to



approximately SEK -0.69, based on average number of shares outstanding. Correspondingly, shareholders' equity per share would have decreased from SEK 2.59 to approximately SEK 2.58, based on number of shares outstanding as end-of-year.

**3. Dilution of existing shares and votes**

Based on the number of shares and votes outstanding in the Company, the LTIP 2021 implies, upon exercise of all 7,450,000 warrants, a full dilution corresponding to approximately 5.08 percent of the total number of shares and votes outstanding in the Company, however, subject to the recalculation of the number of shares that each warrant entitles to subscribe for that may occur as a result of certain issues etc.

**4. Calculation of the market value of the warrants**

The independent valuation institute, PricewaterhouseCoopers, makes a calculation of the value of the warrants applying the Black & Scholes valuation model.

**5. Other share-related incentive programs**

The Company's share-related incentive programs are described on the Company's website, <https://investors.bimobject.com/bolagsstyrning/incitamentsprogram>.

**6. Authorizations for the Board of Directors**

The General Meeting authorizes the Board of Directors to execute the resolutions above. In addition, the Board of Directors, or a person appointed by the Board of Directors, shall be authorized to make minor adjustments to the resolutions above that may be necessary in connection with the registration with the Swedish Companies Registration Office and Euroclear Sweden AB, respectively.

**7. The background and rationale for the proposal**

The Board of Directors wishes to implement an incentive programme through which employees in the Company shall be able to become long-term owners and participate in and work for a positive growth of value of the Company's share for the period that the program covers, and to ensure that the Company can keep and recruit qualified and motivated personnel.

**8. Preparation of the proposal**

The basis for the LTIP 2021 has been prepared by the Board of Directors of the Company. The work has been supported by external advisors and has been made in consultation with shareholders. The Board of Directors has thereafter decided to present this proposal for the General Meeting. Except for the staff that have prepared the matter upon instruction from the Board of Directors, no employee that may be a Participant of the program has participated in the preparations of the program's terms.

**9. Majority requirements**

The AGM's resolution in accordance with items A - D shall be seen as one resolution and is thereby conditional upon each other. The resolution by the General Meeting regarding the implementation of the LTIP 2021 in accordance with the above requires that shareholders representing not less than nine-tenths of the votes cast as well as the shares represented at the General Meeting approve the resolution.