MINORITY SHAREHOLDERS' AGREEMENT

regarding

ETKO BREWING OY

2 NOVEMBER 2023

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SCHEDULES

(1) Shareholders

MINORITY SHAREHOLDERS' AGREEMENT

1 PARTIES

- 1.1 This minority shareholders' agreement (the **Agreement**) is made on 2 November 2023 (the **Effective Date**) between:
 - (A) the parties defined as Main Shareholders in Schedule 1 (the **Main Shareholders**),
 - (B) the parties defined as Minority Shareholders in <u>Schedule 1</u> (the **Minority Shareholders**), and
 - (C) **Etko Brewing OY**, business ID 2784227-5, a Finnish limited liability company whose address is c/o Jan Grehn, Kanavaranta 7 D 21, 00160 Helsinki (the **Company**).
- 1.2 In case of new parties which have been accepted as a shareholder to this Agreement, the Board (as defined below) shall update and amend the <u>Schedule 1</u> as applicable for including such new parties and the respective dates of adherence thereto.
- 1.3 The Main Shareholders and the Minority Shareholders, and any new party which has been accepted as a Main Shareholder or a Minority Shareholder to this Agreement, are referred to together as the **Shareholders** and each separately as a **Shareholder**.
- 1.4 The Main Shareholders, the Minority Shareholders and the Company are referred to together as the **Parties** and each separately as a **Party**.

2 DEFINITIONS

2.1 Except as otherwise indicated or evident in the context, the definitions included in the text of this Agreement above and the definitions listed below are applied in this Agreement.

| 2.2 | Articles of Association | means the articles of association of the Company, as amended from time to time. |
|-----|---------------------------------|---|
| 2.3 | Board | means the board of directors of the Company. |
| 2.4 | Companies Act | means the Finnish Companies Act (osakeyhtiölaki 624/2006), as amended from time to time. |
| 2.5 | Intellectual Property Rights | means copyrights (excluding paternity rights), copyright related rights, know-how, trademarks, domain-names, utility models, logos and trade names, product descriptions, patents, innovations, discoveries, trade secrets, ideas, methods, rights in designs, computer software, and scientific, technical and product information relating to the Company (and any of its affiliate) or arising from the business of the Company (and any of its affiliates), regardless of whether registered or not and including application for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing, which may now or at any time hereafter, anywhere in the world. |

| 2.6 | Main Shareholders' Agreement | means the shareholders' agreement relating to the Company dated 2 November 2023 made between the Main Shareholders and the Company (or any subsequent agreement which has expressly replaced such agreement). |
|------|--|---|
| 2.7 | Shares | means the shares and any rights entitling to shares in the Company. |
| 2.8 | Shareholders' Meeting means the ordinary or extraordinary shareholders' meeting of Company. | |
| 2.9 | Trade Sale | means any of the following events: (i) a sale to a third party of all or substantially all of the Shares; (ii) sale to an existing Shareholder of all or substantially all of the Shares not already held by such Shareholder; (iii) sale, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company; or (iv) merger, reorganisation or consolidation or other transaction subsequent to which the Shareholders will, as a result of such transaction, possess less than fifty per cent (50%) of the shares of the surviving or new entity. |
| 2.10 | Transfer | means, with respect to any class of Shares or any interest therein, (i) to offer, sell, grant any pledge, option, right or warrant to purchase or purchase, any option or lend or otherwise transfer (including but not limited to by way of the liquidation of community property between spouses, or transfer to a spouse or to an ascendant or a descendant) or dispose of, directly or indirectly, any such Shares or interests therein; or (ii) enter into any swap or other arrangement that transfers to any third party, in whole or in part, any of the economic rights of any Shares or interests therein, whether any such transaction described in clause (i) or (ii) above is to be settled in cash, by delivery of any shares or interests in any other legal entity or otherwise. When used as a noun, the term Transfer shall have the correlative meaning. |

3 SHARES

3.1 Voting rights

Each Share shall entitle to one vote in decisions made by the Shareholders of the Company.

3.2 Share certificates

The holdings of Shares will be recorded in the shareholder register maintained by the Board and the Company will not issue any share certificates. Each Shareholder hereby waives its right under applicable law to require the Company to issue any certificates for Shares or any rights thereto.

3.3 Voting undertaking; Power of attorney

- 3.3.1 Each Minority Shareholder undertakes to vote in favour of and in accordance with the proposal of the Board in all Shareholders' Meetings of the Company provided that if such proposal would impose any onerous obligations or restrictions of rights on such Minority Shareholder adversely deviating from the rights or obligations of other Shareholders, the affected Minority Shareholder may also vote against the proposal of the Board and withhold his/her/its consent.
- 3.3.2 In order to comply with the provisions of Section 3.3.1 above, each Minority Shareholder hereby irrevocably authorises the Board or a person appointed by the Board to be his/her/its agent and attorney entitled to use his/her/its voting rights attached to the Shares. Notwithstanding such authorisation, a written consent of a Minority Shareholder is needed if a decision of the Shareholders' Meeting would impose any onerous obligations or restrictions of rights on such Minority Shareholder adversely deviating from the rights or obligations of other Shareholders (for the avoidance of doubt, such consent may be withheld by the respective Minority Shareholder).

4 TRANSFER OF SHARES

4.1 General

- 4.1.1 Each Minority Shareholder agrees and undertakes:
 - (i) not to Transfer without the prior written consent of the Board any of its Shares otherwise than in accordance with the terms of this Agreement,
 - (ii) not to exercise the redemption right set out in the Articles of Association with respect to Transfers made in compliance with this Agreement or with respect to Transfers made by the Main Shareholders, and
 - (iii) to always uphold sufficient prenuptial arrangements or similar to the effect that all its Shares will always remain with such Minority Shareholder in case of a divorce (when the Minority Shareholder is a natural person).
- 4.1.2 The Board may impose reasonable binding conditions on Transfers permitted by it and such Transfers shall always be conditional upon the transferee adhering to this Agreement or other Agreement as directed by the Board.

4.2 Tag-along

The Main Shareholders shall ensure that each Minority Shareholder will be entitled to participate in a Trade Sale by a sale or transfer of a pro rata part of its Shares simultaneously and with no less favourable terms than as the Main Shareholders participating in such Trade Sale (except for the differences between the different share classes as specified in the Articles of Association and the Main Shareholders' Agreement).

4.3 Drag-along

If a bona fide arm's length third party purchaser at any time makes a written offer of a Trade Sale and the Main Shareholders accept or are deemed to have accepted such offer (in accordance with the Main Shareholders' Agreement), each Minority Shareholder shall at a written request of any Main Shareholder or the Board sell or transfer all its Shares or give otherwise its consent to the Trade Sale in accordance with the terms of the offer and on equal terms with the Main Shareholders (except for the differences between the different share classes as specified in the Articles of Association and the Main Shareholders' Agreement). At the written request of any Main Shareholder or the Board, each Minority Shareholder shall take all actions necessary in its part for completing the Trade Sale as profitably as possible and having regard for the interests of all the Parties.

5 CONFIDENTIALITY

- 5.1 Each Party undertakes to keep confidential and not to disclose, divulge, or use for any purpose other than for exercising its rights hereunder, any confidential information (whether or not marked as confidential) obtained from the Company. However, the Parties are entitled to disclose confidential information to their attorneys, accountants, consultants, and other professionals, to the extent necessary for exercising their rights hereunder.
- 5.2 Each Shareholder has the right, notwithstanding the above confidentiality undertaking and without the other Parties' consent, to disclose the information or the state of affair to third parties or to publish the information, if the Shareholder in question has an obligation to do that pursuant to laws, regulations or other reporting requirements that the Shareholder may be subject to, or when authorized by the Board, or, subject to a separate confidentiality undertaking which is materially consistent with the terms of this Section 5, when offering or Transferring the Shares to third parties under Section 4.
- The Shareholders agree to keep in confidence the confidential information during the validity of this Agreement and three (3) years after the earlier of (i) the termination or expiration of this Agreement and (ii) the date that such Shareholder ceases to be a party to this Agreement.
- 5.4 Nothing in this Section 5 shall restrict the right of the Company to use confidential information in its regular business operations.

6 INTELLECTUAL PROPERTY

- The Parties acknowledge and agree that the essential condition of this Agreement is that the Company shall have, without any separate compensation, all the right, title and interest in and to all the Intellectual Property Rights arising out of the business of the Company and its affiliates which are developed or generated prior to or after the execution of this Agreement based on the Shareholder's possible employment, whether through a third party company or otherwise, and in and to all the results of the Shareholder's possible work. The Shareholders agree without any delay to transfer all such rights and rights to amend, change, further develop, assign, license or otherwise transfer to third parties the objects of such rights as the Company deems best, pursuant to this Agreement and the employment, service or any other contractual relationship of the Shareholder without any compensation payable by the Company or the affiliates to the maximum extent allowed by applicable laws. The Shareholders shall irrevocably and unconditionally waive all claims relating to any Intellectual Property Rights transferred under this Section 6 or the utilization thereof against the Company and/or its affiliates.
- The Shareholders agree, without delay, at the request of the Company, to deliver to the Company all documents and other such information which relate to the confirmation of or transfer of the title to the said Intellectual Property Rights to the Company and/or its affiliates, and also otherwise to act in such a manner that the Company or its affiliates can make use of or register such Intellectual Property Rights or to maintain the registration in any country, authority or court.
- The Company and its affiliates shall have an exclusive right to utilize the said results and the Intellectual Property Rights transferred under this Section 6 commercially and industrially, transfer them to third parties, amend and further develop them without a separate consent of the respective Shareholder. In accordance with what has been set forth above, the Company and its affiliates shall always have the right to use the results or the Intellectual Property Rights of the performed work also after the termination of the employment or service relationship of the Shareholder or termination of any other agreement regarding work for the Company and/or its affiliates.
- Should the Company or any of its affiliates be deemed not to have received title to the said Intellectual Property Rights resulting from the work of the Shareholders in the Company and/or its affiliates or for the Company and/or its affiliates, the Company shall always, in accordance with what has been set forth above, have an exclusive, free of charge right of use thereof and, if it so wishes, the right to redeem such right. In such an event, the Company and its affiliates shall also be entitled to transfer, change and further develop the Intellectual Property Rights and to assign such Intellectual Property Rights or part thereof to third parties on the terms the Company deems best.

7 MISCELLANEOUS

7.1 Further assurances

7.1.1 Each Party shall execute such documents and take such actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

7.1.2 The Shareholders shall not enter into any other shareholders' agreement or be bound towards any Shareholder by way of any other commitment or agreement with respect to the Shares or the Company unless all the Shareholders are parties to such agreement (such as a separate minority shareholders' agreement) or other commitment.

7.2 Amendments

Any amendment to this Agreement shall be made in writing and shall have no effect before signed by duly authorised representatives of all Parties.

7.3 No waiver

No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

7.4 Notices

For a notice or communication under this Agreement to be valid, it must be in writing and delivered the relevant Parties to their respective addresses set out in Section 1 or to such addresses subsequently notified by the respective Parties in writing. A valid notice under this Agreement will be effective when received by the Party to which it is addressed. It will be deemed to have been received, if delivered or sent:

- (i) by hand personally or by a courier, upon receipt,
- (ii) by email, upon sending when sent during ordinary business hours of the receiving Party on a Business Day and otherwise on the recipient's next business day, on condition that there is no transmission error or a message indicating that the recipient may not have actually received the email, or
- (iii) by pre-paid registered or certified post, on the fifth day from sending.

7.5 Entire agreement

- 7.5.1 This Agreement and the documents referred to herein, together with all the exhibits hereto, constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersede any and all prior understandings and agreements, whether oral or written, between or among the Parties hereto with respect to the specific subject matter hereof.
- 7.5.2 In case of conflict between this Agreement and the Articles of Association or this Agreement and the Companies Act (save for any statutory stipulations), this Agreement shall prevail.

7.6 Severability

The parties intend that if any provision of this Agreement is held to be unenforceable, then such provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is disregarded, then the rest of the Agreement will remain in effect as written. Any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

7.7 Assignment

- 7.7.1 This Agreement shall be binding upon and inure to the benefit of the Parties and nothing in this Agreement, express or implied, shall constitute any rights or remedies to any third parties under this Agreement.
- 7.7.2 Any attempt without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing, and except as otherwise provided herein, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

7.8 Counterparts

If the Parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument. If a Party signs this Agreement electronically, such signature will be deemed as effective as a manual signature.

7.9 Material breach

- 7.9.1 **Material Breach** means (i) any material breach of this Agreement which is not rectified, if capable of being rectified, within thirty (30) days after receipt of written notice of default setting forth particulars of the alleged breach; (iii) any breach of the provisions of Section 5 (*Confidentiality*) (save for a breach of procedural term provided the breach is rectified within the above thirty (30) days period and that no damage has been incurred to any other Party); or (iv) any breach of the provisions of Section 6 (*Intellectual property*) (save for a breach which have been rectified within the above thirty (30) days period and that no damage has been incurred to any other Party).
- 7.9.2 In case of a Material Breach by a Minority Shareholder, the Minority Shareholder in breach (the **Breaching Party**) shall, subject to a decision thereof by the Main Shareholders, pay liquidated damages for an amount of EUR 25,000 per each Material Breach. The liquidated damages will be paid to the Company. The payment of liquidated damages does not remove the Breaching Party's obligation to pay compensation for damages for the amount that the damage to the Company exceeds the amount of the liquidated damages.
- In addition to the liquidated damages under Section 7.9.2, the Company primarily and the Main Shareholders secondarily shall be entitled, but not obliged, to redeem the Shares owned by the Breaching Party. The redemption price shall be the lower of (i) the original purchase and/or subscription price of such Shares paid by the respective Shareholder or (ii) the fair market value of such Shares. The respective Main Shareholders must notify the Board of their willingness to purchase such Shares within twenty (20) business days after written notice and instructions thereto by the Board, after which the Board shall make the resolution regarding the redemption of the Shares. If several Main Shareholders wish to exercise their right of redemption, the Shares shall be divided among the Main Shareholding. If the division of the Shares does not come out even, the residual Shares shall be divided among the Main Shareholders wishing to redeem the Shares by drawing lots.

7.10 Governing law

The laws of Finland, without giving effect to its principles and rules of conflicts of laws, govern this Agreement as well as all adversarial proceedings arising out of this Agreement or the subject matter thereof.

7.11 Arbitration

Any dispute, controversy or claim arising out of, relating to, or resulting from this Agreement or the breach, termination or validity of this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The place and seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English or Finnish, at the election of the relevant Parties. However, evidence may be submitted, and witnesses may be heard, both in English and Finnish.

8 SIGNATURES

The Parties set out below have signed this Agreement on the Effective Date.

GREHN-YHTIÖT OY

Jan Grehn

DocuSigned by:

DocuSigned by:

CB76E16F6BB415

Jere Paajanen

LARZON CAPITAL OY

lasse Mäkelä

DocuSigned by:

Jere Paajanen

Lasse Mäkelä

Sara Kiviluoma

ETKO BREWING OY

Jan Grehn

LIST OF SHAREHOLDERS SCHEDULE 1 TO MSHA OF ETKO BREWING OY

MAIN SHAREHOLDERS AND MINORITY SHAREHOLDERS

This list contains the Main Shareholders and the Minority Shareholders that are parties to the Minority Shareholders' Agreement relating to Etko Brewing Oy dated 2 November 2023.

MAIN SHAREHOLDERS

- Jan Grehn, date of birth 7 April 1977, address Vuorikatu 6 A 10, 00100 Helsinki, email jan@etko.beer, personally and through his holding company Grehn-Yhtiöt Oy, business ID 0943551-0, a Finnish limited liability company whose address is Kanavaranta 7 D 21, 00160 Helsinki
- 2) **Jere Paajanen**, date of birth 29 August 1987, address Runeberginkatu 17 A 31, 00100 Helsinki, email jere@etko.beer
- 3) **Sara Kiviluoma**, date of birth 20 November 1994, address Runeberginkatu 17 B 31, 00100 Helsinki, email sara@etko.beer
- 4) Lasse Mäkelä, date of birth 3 August 1971, address c/o Lasse Mäkelä, Rütiweid 12, 6330 Cham, Switzerland, email lasse.makela@larzon.fi, personally and through his holding company Larzon Capital Oy, business ID 2381096-2, a Finnish limited liability company whose address is c/o Lasse Mäkelä, Rütiweid 12, 6330 Cham, Switzerland

MINORITY SHAREHOLDERS

1) [Name], [date of birth OR business identity code] [●], address [●], email [●]

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Certificate Of Completion

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Pohjoisesplanadi 35 Aa Helsinki, - 00100

viktor.kvist@dottirlaw.com IP Address: 212.226.137.138

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Signer Events

Jan Grehn

jan@etko.beer

Security Level: Email, Account Authentication

(None)

Signature

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Signed using mobile

Timestamp

Sent: 02 November 2023 | 16:07 Viewed: 02 November 2023 | 17:43 Signed: 02 November 2023 | 17:44

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Accepted: 02 November 2023 | 17:43 ID: 12da83a6-f394-4017-b07d-b9d32b147eec

Jere Paajanen jere@etko.beer

Security Level: Email, Account Authentication

(None)

Jere Paganen

EE64651AC9604CA...

Signature Adoption: Pre-selected Style Using IP Address: 188.126.89.150

Sent: 02 November 2023 | 16:07 Viewed: 03 November 2023 | 10:13 Signed: 03 November 2023 | 10:13

Electronic Record and Signature Disclosure:

Accepted: 03 November 2023 | 10:13 ID: 33c222bd-e37b-4e10-9044-e032cb48270c

Lasse Mäkelä

lasse.makela@larzon.fi

Security Level: Email, Account Authentication

(None)

Docusigned by:

Lasse Makela

OCB3FA419CEF405...

Signature Adoption: Pre-selected Style Using IP Address: 82.136.65.17

Sent: 02 November 2023 | 16:07 Viewed: 02 November 2023 | 16:11 Signed: 02 November 2023 | 16:12

Electronic Record and Signature Disclosure:

Accepted: 02 November 2023 | 16:11 ID: 625a99ee-c53a-43f7-bffc-c3d751989632

Sara Kiviluoma sara@etko.beer

Security Level: Email, Account Authentication (None)

DocuSigned by:

35314CC011DD4CA...

Signature Adoption: Drawn on Device Using IP Address: 85.76.106.174

Signed using mobile

Sent: 02 November 2023 | 16:07 Viewed: 04 November 2023 | 13:18 Signed: 04 November 2023 | 13:20

Electronic Record and Signature Disclosure:

Accepted: 28 October 2023 | 09:02 ID: 967af304-4e99-4bd8-bda2-116df0aca88d

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|--|
| Editor Delivery Events | Status | Timestamp |
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| Atte Hujanen atte@singa.com | COPIED | Sent: 02 November 2023 16:07 Viewed: 02 November 2023 16:25 |

CEO

Singa

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| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| • | | • |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 02 November 2023 16:07 |
| Certified Delivered | Security Checked | 04 November 2023 13:18 |
| Signing Complete | Security Checked | 04 November 2023 13:20 |
| Completed | Security Checked | 04 November 2023 13:20 |
| Payment Events | Status | Timestamps |

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- Until or unless you notify Dottir Attorneys as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dottir Attorneys during the course of your relationship with Dottir Attorneys.