

Demerger Plan

The Board of Directors of the company currently registered as Talenom Plc (the “**Demerging Company**”) proposes to the General Meeting of the Demerging Company that the General Meeting would resolve upon the partial demerger of the Demerging Company, so that all assets, debts, and liabilities of the Demerging Company relating to the software business or mainly serving the software business of the Demerging Company, as described below in more detail (the “**Software Business**”) be transferred without a liquidation procedure to a company to be incorporated in the demerger (the “**Receiving Company**”), as set forth in this demerger plan (the “**Demerger Plan**”) (the “**Demerger**”).

As demerger consideration, the shareholders of the Demerging Company will receive new shares of the Receiving Company in proportion to their existing shareholdings. The Demerging Company shall not be dissolved as a result of the Demerger.

The Demerger shall be carried out in accordance with Chapter 17 of the Finnish Companies Act (624/2006, as amended) (the “**Finnish Companies Act**”) and Section 52 c of the Finnish Business Income Tax Act (360/1968, as amended) as a tax-neutral demerger, of which the Demerging Company will apply for a legally binding advance ruling from the Finnish Tax Administration.

1 Companies Participating in the Demerger

1.1 Demerging Company

Company name:	Talenom Plc
Business ID:	2551454-2
Address:	Yrttipellontie 2, 90230 Oulu
Domicile:	Oulu, Finland

The Demerging Company is a public limited liability company, the shares of which are traded on the official list of Nasdaq Helsinki Ltd (“**Nasdaq Helsinki**”).

1.2 Receiving Company

Future company name:	Easor Plc
Business ID:	To be issued after the registration of the Demerger Plan
Address:	Yrttipellontie 2, 90230 Oulu
Domicile:	Oulu, Finland

The Receiving Company is a public limited liability company to be incorporated as a result of the Demerger, whose shares are intended to primarily apply for listing on the official list of Nasdaq Helsinki.

The Demerging Company and the Receiving Company are hereinafter jointly referred to as the “**Parties**” or the “**Companies Participating in the Demerger**”.

2 Reasons for the Demerger

The purpose of the partial demerger of the Demerging Company is to carry out the separation of the Demerging Company’s core businesses accounting and Software Business into two standalone companies. As a part of this arrangement, the Receiving Company will be listed as a new publicly listed company. According to the assessment of the Board of Directors of the Demerging Company, separating the accounting and Software

Business could increase shareholder value by enabling each business to more effectively execute its own focused strategies.

According to the assessment of the Board of Directors of the Demerging Company, the Demerger is expected to position the Receiving Company and the Demerging Company for faster growth and development, and to enhance the business performance of the Receiving Company's and the Demerging Company's businesses through improved organisational clarity and independent, focused decision-making bodies. The Board of Directors of the Demerging Company believes that demerging into two separate companies would increase the attractiveness of the Companies Participating in the Demerger and facilitate the valuation of the businesses. Additionally, the separation would clarify management, simplify the structures of the Companies Participating in the Demerger, increase transparency, and clarify responsibilities.

3 Proposals for the Articles of Association of the Demerging Company and the Receiving Company

3.1 Articles of Association of the Demerging Company

It is proposed to the General Meeting of the Demerging Company resolving on the Demerger, that the Articles of Association of the Demerging Company shall not be amended upon the registration of the completion of the Demerger.

The Demerger process does not limit the authority of the General Meeting of the Demerging Company to resolve on amendments to the Articles of Association of the Demerging Company.

3.2 Articles of Association of the Receiving Company

A proposal for the Articles of Association of the Receiving Company is included in **Appendix 1** of this Demerger Plan.

4 Proposals for the Appointment of the Administrative Bodies of the Receiving Company

4.1 Board of Directors and Auditor of the Receiving Company and Their Remuneration

The Board of Directors of the Demerging Company shall make proposals to the General Meeting resolving on the Demerger concerning the confirmation of the number of members of the Board of Directors, the election of the members of the Board of Directors and the auditor of the Receiving Company as well as their remuneration. The above-mentioned proposals shall not be binding on the General Meeting of the Demerging Company resolving on the Demerger.

According to the proposed Articles of Association of the Receiving Company, the Receiving Company shall have a Board of Directors comprising of a minimum of three (3) and a maximum of eight (8) members. According to the Articles of Association of the Receiving Company, the Board members' term of office expires at the end of the next Annual General Meeting following their election.

The number of the members of the Board of Directors of the Receiving Company shall be confirmed, and the members of the Board of Directors shall be elected by the General Meeting of the Demerging Company resolving on the Demerger. Should there exist a need to amend the resolutions made by the General Meeting prior to the registration date of the completion of the Demerger (the "**Effective Date**"), the Demerging Company may convene a new General Meeting to resolve on the amendments.

The Board of Directors of the Demerging Company proposes, that Harri Tahkola be elected as Chairman of the Board of Directors, and that at least Johannes Karjula and Saara Kauppila be elected as members of the Board of Directors of the Receiving Company. The names of the other persons proposed as members of the

Board of Directors of the Receiving Company shall be published at the latest in the notice to the General Meeting resolving on the election of the members of the Board of Directors of the Receiving Company.

The term of such members of the Board of Directors shall commence on the Effective Date and expire at the end of the first Annual General Meeting of the Receiving Company following the Effective Date. The directorship in the Demerging Company of such then current members of the Board of Directors of the Demerging Company that are elected as members of the Board of Directors of the Receiving Company will end on the Effective Date.

The Board of Directors of the Demerging Company may amend its proposal concerning the composition of the Board of Directors of the Receiving Company if a proposed member of the Board of Directors withdraws their consent or otherwise must be replaced by another person.

According to the proposed Articles of Association of the Receiving Company, the Receiving Company's auditor must be an audit firm, and the principal auditor appointed by the audit firm must be an Authorised Public Accountant (in Finnish: *KHT-tilintarkastaja*). The Receiving Company's auditor is elected by the General Meeting of the Demerging Company resolving on the Demerger. The resolution may be amended by a later General Meeting of the Demerging Company prior to the Effective Date, if necessary.

Resolutions on the remuneration of the Receiving Company's Board of Directors, and auditor, will be made by the General Meeting of the Demerging Company resolving on the Demerger. The Receiving Company shall be solely responsible for paying the remuneration of the Receiving Company's Board of Directors, and auditor, and all other costs and liabilities related thereto also as regards the remuneration or any cost or liability that may potentially relate wholly or partially to the period preceding the Effective Date.

4.2 CEO of the Receiving Company

CEO of the Receiving Company shall be appointed by the Board of Directors of the Demerging Company prior to the completion of the Demerger.

CEO's service agreement, which will be consistent with customary practice, shall be entered into with the person appointed as CEO of the Receiving Company. Said CEO's service agreement, together with all of the rights and obligations thereunder, shall transfer to the Receiving Company on the Effective Date. The Receiving Company shall be solely responsible for paying the remuneration and all other costs and liabilities related to CEO as set out in said CEO's service agreement, including with regard to such remuneration, cost or liability that may relate wholly or partially to the period preceding the Effective Date.

Otto-Pekka Huhtala has been proposed to be appointed as CEO of the Receiving Company, should the Demerger be executed. In the event that CEO of the Receiving Company resigns, is dismissed or otherwise must be replaced by another person prior to the Effective Date, the Board of Directors of the Demerging Company shall have the right to appoint a new CEO of the Receiving Company up until the Effective Date. Thereafter, the Board of Directors of the Receiving Company has the right to appoint CEO of the Receiving Company.

5 Demerger Consideration and Timing of Its Issue

5.1 Demerger Consideration

The shareholders of the Demerging Company shall receive as demerger consideration one (1) new share in the Receiving Company for each share owned in the Demerging Company (the "**Demerger Consideration**"), that is, the Demerger Consideration will be issued to the shareholders of the Demerging Company in proportion to their existing shareholding with a ratio of 1:1. There will be a corresponding one (1) share class in the Receiving

Company as in the Demerging Company, and the shares of the Receiving Company will not have a nominal value.

No other consideration will be issued to the shareholders of the Demerging Company in addition to the above-mentioned Demerger Consideration to be issued in the form of shares in the Receiving Company.

In accordance with Chapter 17, Section 16, Subsection 3 of the Finnish Companies Act, no Demerger Consideration shall be issued to any treasury shares held by the Demerging Company.

5.2 Timing of Issue of the Demerger Consideration

The Demerger Consideration will be issued to the shareholders of the Demerging Company on the Effective Date or as soon as possible thereafter. The Demerger Consideration will be issued through the book-entry securities system maintained by Euroclear Finland Oy, in such manner that the shares issued by the Receiving Company are issued using the ratio specified in this Demerger Plan based on the number of shares issued by the Demerging Company and registered in the book-entry accounts of the Demerging Company's shareholders on the Effective Date. The Demerger Consideration will be distributed automatically, and no action is required from the shareholders of the Demerging Company in relation thereto.

The allocation of the Demerger Consideration is based on the shareholding in the Demerging Company on the Effective Date. The final total number of shares in the Receiving Company issued as Demerger Consideration will be determined based on the number of shares in the Demerging Company held by shareholders, other than the Demerging Company itself, on the Effective Date. On the date of this Demerger Plan, the Demerging Company holds 150,600 of its own shares as treasury shares. According to the situation as at the date of this Demerger Plan, the total number of shares in the Receiving Company to be issued as Demerger Consideration would therefore be 45,477,972 shares. The final total number of shares may be affected by, among other things, any change concerning the shares issued by the Demerging Company, including, for example, the Demerging Company issuing new shares or acquiring its own shares prior to the Effective Date. Shares may be transferred prior to the Effective Date for instance in order to pay share rewards in accordance with share-based incentive plans referred to in Section 7.

6 Option Rights and Other Special Rights Entitling to Shares

The Demerging Company has option-based incentive and retention schemes directed at key personnel of the group. As at the date of the Demerger Plan, the Demerging Company has three option programmes in force. The Board of Directors resolved on the 2021 option programme based on the authorisation granted by the Annual General Meeting on 3 March 2021, on the 2022 option programme based on the authorisation granted by the Annual General Meeting on 3 March 2022, and on the 2023 option programme based on the authorisation granted by the Annual General Meeting on 15 March 2023.

Pursuant to the terms of the incentive schemes, the options are granted without consideration and all schemes are conditional. The subscription period for shares to be subscribed for with the option rights is 1 March 2026–28 February 2027 for option right 2021, 1 March 2025–28 February 2026 for option right 2022, and 1 March 2026–28 February 2027 for option right 2023. Option rights 2016A and 2016B, 2016C, and 2018 and 2019 have been exercised or cancelled. The total number of shares to be subscribed for based on the 2021 option terms is 600,000 shares, the total number of shares to be subscribed for based on the 2022 option terms is 500,000 shares, and the total number of shares to be subscribed for based on the 2023 option terms is 650,000 shares.

The Board of Directors of the Demerging Company shall decide on the effects of the Demerger on these option rights in accordance with their terms prior to the registration of the implementation of the Demerger.

7 Share-Based Incentive Plans of the Demerging Company

The Demerging Company has the following share-based incentive plan under which share rewards are unpaid on the date of this Demerger Plan:

- Share-based incentive plan 2024–2027, which includes two ongoing earning periods, calendar years 2024–2025 and 2025–2026, and one commencing earning period 2026–2027 (the “**Share Reward Plan**”). During the earning periods, performance is measured based on the criteria set by the Demerging Company. The Board of Directors resolves the earning criteria of the plan and the targets set for each criterion at the beginning of the earning period.

The Board of Directors of the Demerging Company shall resolve on the effects of the Demerger on these share-based incentive plans in accordance with their terms prior the registration of the implementation of the Demerger.

The Board of Directors of the Demerging Company shall also resolve on any potential new share-based incentive plans intended for the personnel of the Receiving Company until the registration of the implementation of the Demerger, after which such resolutions shall be made by the Board of Directors of the Receiving Company.

8 Other Consideration

Apart from the Demerger Consideration to be issued in the form of new shares in the Receiving Company, as set forth in Section 5 above, no other consideration will be distributed to the shareholders of the Demerging Company.

9 Share Capital of the Receiving Company

The share capital of the Receiving Company is EUR 80,000.

10 Assets, Liabilities and Equity of the Demerging Company and Circumstances Impacting Their Valuation

The description of assets, liabilities, and equity of the Demerging Company as at 30 September 2025 is set forth in the unaudited balance sheet of the Demerging Company as at 30 September 2025, which is included in **Appendix 2** of this Demerger Plan.

The assets and liabilities on the balance sheet of the Demerging Company have been booked and valued in compliance with the provisions of the Finnish Accounting Act (1336/1997, as amended) (the “**Finnish Accounting Act**”) and good accounting practice. There have been no substantial changes in the financial status or the liabilities of the Demerging Company between the aforementioned date of the balance sheet and the date of this Demerger Plan.

11 Allocation of the Demerging Company’s Assets and Liabilities Between Companies Participating in the Demerger, Intended Effect of the Demerger on the Balance Sheet of the Receiving Company and Accounting Methods Applied in the Demerger

11.1 Assets and Liabilities Transferring to the Receiving Company

In the Demerger, the Demerging Company’s Software Business, that is, all such (including known, unknown, and conditional) assets, debts, and liabilities (including agreements, offers, offer requests, and undertakings) of the Demerging Company existing on the Effective Date that belong to the Demerging Company’s Software Business, and any items that replace or substitute such items, as well as certain general assets and liabilities of

the Demerging Company, shall transfer to the Receiving Company. Said general assets and liabilities shall be allocated primarily in accordance with the principle of primacy, i.e. in accordance with which company's business it primarily relates to, or according to the employee utilising the asset in question. In addition to the assets recorded on the balance sheet, off-balance-sheet business value, which includes, among other things, customer relationships and employee expertise will also be transferred to the Receiving Company.

A proposal regarding the allocation of the Demerging Company's assets, debts, and liabilities to the Receiving Company in accordance with this Demerger Plan is presented in the preliminary presentation of the balance sheets of the Demerging Company and the Receiving Company in **Appendix 2** of this Demerger Plan. The figures presented in **Appendix 2** are based on the unaudited financial information of the Demerging Company for the nine-month period ended 30 September 2025. The final effect of the Demerger on the balance sheets of the Companies Participating in the Demerger will be determined based on the situation on the Effective Date. The assets, debts, and liabilities transferring to the Receiving Company include, among other things, the following most significant items:

- (a) All shares in the Demerging Company directly owned subsidiaries belonging to the Software Business, as well as the direct and indirect subsidiaries of such companies (including any subsidiaries belonging to the Software Business that may be transferred, incorporated or registered between the signing date of this Demerger Plan and the Effective Date).
- (b) The Demerging Company's receivables from subsidiaries transferring to the Receiving Company, and their direct and indirect subsidiaries as well as the Demerging Company's liabilities to such entities, to the extent that they relate to the Demerging Company's group cash pool arrangements. The Receiving Company shall receive such portion of the cash and cash equivalents of the Demerging Company that, according to the Demerging Company's assessment, represents an amount that is appropriate for the Receiving Company's operations and working capital needs upon the completion of the Demerger.
- (c) In addition to Subsection (b) above, all the Demerging Company's receivables from and liabilities to those of its subsidiaries that will transfer to the Receiving Company and their direct and indirect subsidiaries, including, for example, dividend and group contribution receivables, and all other short-term receivables, including trade receivables and accrued income, to the extent that they relate to the Software Business. To the extent that such receivables cannot be transferred, a mutual debt relationship between the Demerging Company and the Receiving Company will be established.
- (d) The Demerging Company's liabilities to subsidiaries transferring to the Receiving Company, as well as all other current liabilities related to the Software Business, including trade payables and accrued liabilities. To the extent that such liabilities cannot be transferred, a mutual debt relationship shall be established between the Demerging Company and the Receiving Company.
- (e) Tangible assets related to the Demerging Company's Software Business
- (f) Intangible assets related to the Demerging Company's Software Business
- (g) Trade names, trademarks and other intellectual property rights (including domain names) held by the Demerging Company that contain the word "EASOR" or derivative forms thereof, as well as any other intellectual property rights held by the Demerging Company that belong to the Software Business, such as trademarks, copyrights, patents, utility models, design rights, domain names and business knowhow, regardless of whether such rights can be or have been registered.
- (h) The Demerging Company's liabilities to parties other than the Companies Participating in the Demerger (i) that relate to the Software Business and/or (ii) regarding which it has been agreed with

the creditors in question that the liabilities or parts thereof shall be allocated to the Receiving Company or the directly or indirectly owned subsidiaries transferring to it pursuant to Section 11.1(a) of this Demerger Plan.

- (i) In addition to Subsection (h) above, the interest-bearing debts of the Demerging Company, such as the EUR 20 million loan, as set forth in **Appendix 2**.
- (j) To the extent that loans taken out for the general financing or other liabilities relating to the transferring Software Business are not transferrable, a mutual debt relation will be established between the Demerging Company and the Receiving Company.
- (k) Lease liabilities relating to the Software Business.
- (l) The option rights and other special rights entitling to shares of the Demerging Company described in Section 6, and all rights and obligations related to and arising from their terms, to the extent that they relate to persons who transfer to the employment of the Receiving Company in accordance with Section 22.2 of this Demerger Plan, and to persons who have an employment or service relationship at the time of the implementation of the Demerger with a direct or indirect subsidiary of the Demerging Company transferring to the Receiving Company pursuant to Section 11.1(a) of this Demerger Plan. This Demerger Plan does not in any way limit the right of the Board of Directors of the Demerging Company to amend the terms of the option programmes in accordance with their terms prior to the Effective Date
- (m) The Demerging Company's Share Reward Plan, as set forth in Section 7, and all rights and obligations related to and resulting from its terms and conditions, to the extent that they relate to the personnel that transfer to the service of Demerging Company pursuant to Section 22.2 of this Demerger Plan or the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company transferring to the Receiving Company in accordance with Section 11.2(a) of this Demerger Plan. This Demerger Plan in no way limits the right of the Board of Directors of the Demerging Company to amend the terms and conditions of the incentive plans in accordance with the same prior to the Effective Date.
- (n) Agreements and other liabilities arising out of employment and service relationships that concern (a) the personnel at the service of the Demerging Company at the time of the completion of the Demerger that transfer to the service of the Receiving Company pursuant to Section 22.2 of this Demerger Plan or (b) the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company transferring to the Receiving Company in accordance with Section 11.1(a) of this Demerger Plan. Similar transfer will occur with regard to the post-employment benefit obligations of employees relating to the Software Business.
- (o) Tax receivables, debts, and liabilities of the Demerging Company related to the Software Business.
- (p) Guarantee obligations and liabilities arising out of counterindemnities given to guarantors that relate to the Software Business, including, with respect to obligations and liabilities that also cover the Demerging Company's businesses other than the Software Business, such portions thereof that are directly related to the Software Business.
- (q) Liabilities related to a prospectus or an exemption document to be prepared in connection with the Demerger pursuant to the Prospectus Regulation (EU) 2017/1129 and the Commission's delegated

regulations related thereto, or otherwise relating to the offering or admission to trading of the shares in the Receiving Company in connection with the Demerger.

The Demerger is not conducive to compromising the repayment of debts transferring to the Receiving Company. According to the management of the Demerging Company, sufficient working capital will be transferred to the Receiving Company in the Demerger, and the cash flows generated by the business will be sufficient to cover the repayment of debts.

The Demerging Company will be subject only to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any known, unknown, and conditional liabilities transferring to the Receiving Company, except where there is an agreement or will be an agreement with a creditor regarding the limitation of even such secondary liability (including the elimination of such liability), in which case such agreed limitation of liability (or the elimination of such liability) shall be applied to the Demerging Company's liability towards the creditor in question. The Demerging Company shall not be subject to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any guarantee obligation transferring to the Receiving Company, other than any guarantee obligation that is considered a liability on the Effective Date pursuant to the aforementioned provision.

11.2 Assets and Liabilities Remaining with the Demerging Company in the Demerger

In the Demerger, the Demerging Company's accounting business, that is, all such (including known, unknown and conditional) assets, debts, and liabilities (including agreements, offers, offer requests, and undertakings) of the Demerging Company existing on the Effective Date that relate to the accounting business, as well as any items that replace or substitute such items, and any other items not referred to in Section 11.1 above, shall remain with the Demerging Company, including, among other things, the following most significant items:

- (a) All shares in the Demerging Company's directly owned subsidiaries not belonging to the Software Business, as well as the direct and indirect subsidiaries of such companies (including any subsidiaries other than those belonging to the Software Business that may be transferred, incorporated or registered between the signing date of this Demerger Plan and the Effective Date).
- (b) The Demerging Company's receivables from those subsidiaries that shall remain in its ownership pursuant to Section 11.2(a) and the direct and indirect subsidiaries of such companies, including, among other things, dividend- and group contribution receivables, and all other current receivables, including trade receivables and accrued income, insofar as such receivables or liabilities have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.
- (c) The liabilities of the Receiving Company to the subsidiaries that shall remain with the Demerging Company, as well as all other current liabilities, including accounts payable and accrued liabilities, which have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.
- (d) Such loan agreements entered into by the Demerging Company or its group companies with parties other than the Companies Participating in the Demerger that have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.
- (e) The Demerging Company's existing banking relationships, loan facilities, and liabilities under any financial agreements, except for the agreements and obligations that will be transferred to the Receiving Company in accordance with Section 11.1. The Demerging Company will therefore retain, among other things, the Demerging Company's EUR 70 million loan, as set forth in **Appendix 2**.

- (f) The Demerging Company's tangible assets, other than the tangible assets that have been specified to be transferring to the Receiving Company in accordance with Section 11.1.
- (g) The Demerging Company's intangible assets, other than the intangible assets that have been specified to be transferring to the Receiving Company in accordance with Section 11.1.
- (h) The Demerging Company's option rights and other special rights entitling to shares, as set forth in Section 6, and all rights and obligations related to and resulting from their terms and conditions, to the extent that they relate to the personnel that remain at the service of Demerging Company pursuant to Section 22.2 of this Demerger Plan or the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company that shall remain in its ownership pursuant to Section 11.2(a). This Demerger Plan in no way limits the right of the Board of Directors of the Demerging Company to amend the terms and conditions of the option rights in accordance with the same prior to the implementation of the Demerger.
- (i) The Demerging Company's Share Reward Plan, as set forth in Section 7, and all rights and obligations related to and resulting from its terms and conditions, to the extent that they relate to the personnel that remain at the service of Demerging Company pursuant to Section 22.2 of this Demerger Plan or the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company that shall remain in its ownership pursuant to Section 11.2(a). This Demerger Plan in no way limits the right of the Board of Directors of the Demerging Company to amend the terms and conditions of the incentive plans in accordance with the same prior to the registration of the completion of the Demerger.
- (j) Agreements and other liabilities arising out of employment and service relationships that concern the personnel at the service of the Demerging Company at the time of the completion of the Demerger other than (i) the personnel that transfer to the service of the Receiving Company pursuant to Section 22.2 of this Demerger Plan and (ii) the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company transferring to the Receiving Company in accordance with Section 11.1(a) of this Demerger Plan.
- (k) Such tax receivables, debts, and liabilities of the Demerging Company that have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.
- (l) Guarantee obligations and liabilities arising out of counterindemnities given to guarantors, insofar as they have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.

The Receiving Company shall be subject only to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any known, unknown, and conditional liabilities remaining with the Demerging Company, except where there is an agreement or will be an agreement with a creditor regarding the limitation of even such secondary liability (including the elimination of such liability), in which case such agreed limitation of liability (or the elimination of such liability) shall be applied to the Receiving Company's liability towards the creditor in question. The Receiving Company shall not be subject to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any guarantee obligation remaining with the Demerging Company other than any guarantee obligation that is considered a liability pursuant to the aforementioned provision on the Effective Date.

11.3 Valuation of Assets and Liabilities in the Demerger

The Demerging Company's assets, debts, and liabilities related to the Software Business allocated to the Receiving Company in this Demerger Plan will transfer to the Receiving Company on the Effective Date. The Demerging Company's assets and liabilities have been booked and valued in accordance with the Finnish Accounting Act. In the Demerger, the Receiving Company shall record the transferring assets and liabilities in its balance sheet at the book values used by the Demerging Company on the Effective Date in compliance with the provisions of the Finnish Accounting Act and good accounting practice.

The equity to be formed in the Receiving Company in the Demerger, insofar that it exceeds the amount to be recorded into the share capital in accordance with Section 9 of this Demerger Plan, shall be recorded as an increase in retained earnings and invested unrestricted equity reserve.

The decrease in the book value Demerging Company's net assets caused by the Demerger will be recorded as a decrease in the Demerging Company's invested unrestricted equity reserve and retained earnings up to the amount corresponding to the total sum to be recorded as the Receiving Company's share capital, invested unrestricted equity reserve, and retained earnings, in accordance with Sections 9 and 11.

12 Share Capital and other Equity of the Demerging Company

On the date of this Demerger Plan, the share capital of the Demerging Company is EUR 80,000.

13 Matters Outside Ordinary Business Operations

The Demerger process shall not limit the Demerging Company's right to decide on matters of the Demerging Company and, until the Effective Date, of the Receiving Company (regardless of whether such matters are within the ordinary course of business or not), including, such as, the sale and purchase of shares and businesses, corporate reorganisations, distribution of dividend and other unrestricted equity, share issuances, acquisition or transfer of treasury shares, changes in share capital, making revaluations, internal group transactions and reorganisations as well the listing of the shares in the Receiving Company primarily on the official list of Nasdaq Helsinki, and other preparatory actions in relation to the Demerger as referred to in Section 22 of this Demerger Plan as well as other similar actions.

14 Capital Loans

The Demerging Company has not issued any capital loans, as defined in Chapter 12, Section 1 of the Finnish Companies Act.

15 Cross-Ownership and Treasury Shares

On the date of this Demerger Plan, the Demerging Company or its subsidiaries do not hold any shares in the Receiving Company because the Receiving Company will only be incorporated on the Effective Date. Therefore, on the date of this Demerger Plan, the Receiving Company does not have a parent company.

On the date of this Demerger Plan, the Demerging Company holds 150,600 of its own shares.

16 Account regarding Payment of Receivables of the Creditors of the Companies Participating in the Demerger

The creditors of the Demerging Company (i) whose receivables have arisen before the registration of this Demerger Plan with the Finnish Trade Register in accordance with Chapter 17, Section 5 of the Finnish Companies Act, or (ii) whose receivables may be collected without a judgement or decision being required, as provided in the Act on the Enforcement of Taxes and Public Payments (706/2007, as amended), and whose

receivable has arisen no later than on the Public Notice Due Date (as defined below) (the “**Creditors**”), shall have the right to object to the Demerger in accordance with Chapter 17, Section 6 of the Finnish Companies Act.

In accordance with Chapter 17, Section 6, Subsection 2 of the Finnish Companies Act, the registration authority shall issue a public notice (the “**Public Notice**”) to the Creditors based on an application by the Demerging Company, mentioning the right of a Creditor to object to the Demerger by so informing the registration authority in writing no later than on the due date indicated in the Public Notice (the “**Public Notice Due Date**”). Should the Demerging Company not apply for the issuance of the Public Notice within one (1) month from the registration of this Demerger Plan with the Finnish Trade Register, the Demerger shall lapse. The registration authority shall publish the Public Notice in the Official Journal of Finland no later than three (3) months before the Public Notice Due Date and register the Public Notice of its own motion.

In accordance with Chapter 17, Section 7 of the Finnish Companies Act, the Demerging Company shall no later than one (1) month before the Public Notice Due Date send a written notification of the Public Notice to its known Creditors.

On the date of this Demerger Plan, the Receiving Company has no creditors because the Receiving Company shall only be incorporated on the Effective Date.

17 Business Mortgages

There are business mortgages pertaining to the assets of the Demerging Company, as defined in the Finnish Act on Business Mortgages (634/1984, as amended), as set forth in **Appendix 3**.

There are no business mortgages pertaining to the assets of the Receiving Company, as the Receiving Company will be established only on the Effective Date.

18 Special Benefits and Rights in Connection with the Demerger

Except as set out in Section 4.1 of this Demerger Plan, no special benefits or rights, each within the meaning of the Finnish Companies Act, will be granted in connection with the Demerger to any members of the Board of Directors, CEOs or the auditors of either the Demerging Company or the Receiving Company, or to the auditor issuing a statement on this Demerger Plan **Appendix 4**.

The remuneration of the auditor issuing a statement on this Demerger Plan is proposed to be paid in accordance with an invoice approved by the Board of Directors of the Demerging Company.

19 Authorisations to the Board of Directors of the Receiving Company Following the Completion of the Demerger

19.1 Authorisation to Issue Shares and Special Rights Entitling to Shares in the Receiving Company

The Board of Directors of the Receiving Company is authorised pursuant to this Demerger Plan to decide, following the completion of the Demerger, on the issuance of shares, as well as the issuance of option rights and other special rights entitling to shares pursuant to Chapter 10, Section 1, of the Finnish Companies Act, as follows:

Under the authorisation, new shares in the Receiving Company or shares possibly held by the Receiving Company may be issued in one or more instalments through a share issue and/or the issuance of option rights or other special rights entitling to shares as referred to in Chapter 10, Section 1 of the Finnish Companies Act, so that by virtue of the authorisation altogether 2,200,000 shares in the Receiving Company may be issued and/or conveyed. The authorisation would correspond to approximately 4.8 per cent of the Receiving

Company's registered shares upon the completion of the Demerger, assuming that the total number of the Receiving Company's shares to be issued as Demerger Consideration would be as described in Section 5.2 above.

The authorisation may be used for the financing or execution of potential acquisitions or other arrangements or investments relating to the Receiving Company's business, for the implementation of the Receiving Company's share-based incentive plan or for other purposes resolved by the Board of Directors of the Receiving Company.

The authorisation entitles the Board of Directors of the Receiving Company to decide on all terms and conditions of the share issue and the issuance of special rights referred to in Chapter 10, Section 1 of the Finnish Companies Act. The authorisation thus includes the right to issue shares also in a proportion other than that of the shareholders' current shareholdings in the Receiving Company under the conditions provided in law, the right to issue shares against payment or without charge, as well as the right to decide on a share issue without payment to the Receiving Company itself, subject to the provisions of the Finnish Companies Act on the maximum amount of treasury shares.

The authorisation is valid until the conclusion of the first Annual General Meeting held by the Receiving Company following the completion of the Demerger.

19.2 Authorisation to Decide on Acquisition of the Receiving Company's own Shares and on Acceptance as Pledge of the Receiving Company's own Shares

The Board of Directors of the Receiving Company is authorised pursuant to this Demerger Plan to decide, following the completion of the Demerger, on the acquisition of the Receiving Company's own shares and on the acceptance as pledge of the Receiving Company's own shares as follows:

The authorisation covers in total a maximum of 150,000 of the Receiving Company's own shares. The size of the authorisation would correspond to approximately 0.3 per cent of the Receiving Company's registered shares upon the completion of the Demerger, assuming that the total number of the Receiving Company's shares to be issued as Demerger Consideration would be as described in Section 5.2 above. Only the unrestricted equity of the Receiving Company can be used to acquire own shares on the basis of the authorisation.

The Receiving Company's own shares will be repurchased otherwise than in proportion to the existing shareholdings of the Receiving Company's shareholders at the market price quoted at the time of the repurchase through trading organised by Nasdaq Helsinki on a regulated market or in a multilateral trading facility. The Receiving Company's shares will be acquired and paid for in accordance with the rules of the Nasdaq Helsinki and Euroclear Finland Ltd.

The purpose of the acquisitions of the Receiving Company's own shares and/or acceptances as pledge of the Receiving Company's own shares is to develop the Receiving Company's capital structure and/or to use the shares as consideration in the Receiving Company's potential corporate acquisitions, in other business arrangements, as part of the Receiving Company's share-based incentive plan, or to finance investments. The repurchased shares may either be held by the Receiving Company or be cancelled or conveyed. The Board of Directors of the Receiving Company decides on all other terms and conditions related to the share repurchases and/or acceptances as pledge.

The authorisation is valid until the conclusion of the first Annual General Meeting held by the Receiving Company following the completion of the Demerger.

20 Potential Resolution not to Complete the Demerger

The Board of Directors of the Demerging Company may, at any time prior to the completion of the Demerger, resolve not to complete the Demerger if the Board of Directors of the Demerging Company considers that completion would no longer be in the best interest of the Demerging Company and its shareholders due to a change in circumstances that has occurred or arisen after the Demerger Plan has been signed. In such case the Demerger shall lapse.

21 Planned Timeline and Registration Date of the Completion of the Demerger

The planned Effective Date of the Demerger is estimated to take place during the first quarter of 2026. The actual Effective Date may change from said planned timing, for example, if the circumstances relating to the Demerger require changes with respect to the above-mentioned contemplated timing or if the Board of Directors of the Demerging Company otherwise decides to apply for the Demerger to be registered prior to, or after the first quarter of 2026.

The Demerging Company intends to apply for the Public Notice to the Creditors in connection with the registration of the Demerger Plan, and in any event within one (1) month from the registration of the Demerger Plan with the Finnish Trade Register. The registration authority sets the Public Notice Due Date to the Creditors of its own motion upon the Demerging Company having applied for the Public Notice. The Demerging Company will send written notifications of the Public Notice to its known Creditors no later than one (1) month before the Public Notice Due Date set by the registration authority.

The Board of Directors of the Demerging Company intends to propose to the shareholders of the Demerging Company that the shareholders resolve on the Demerger in the Demerging Company's Extraordinary General Meeting to be held at the earliest in December 2025, and in any case, no later than within four (4) months from the registration of the Demerger Plan with the Finnish Trade Register.

22 Other Matters

22.1 Listing of Shares of the Receiving Company

The Receiving Company will apply for the listing of all shares in the Receiving Company primarily on the official list of Nasdaq Helsinki. The trading in the Receiving Company's shares on the official list of Nasdaq Helsinki or in a multilateral trading facility is estimated to begin during the first quarter of 2026 or as soon as reasonably possible thereafter.

The Board of Directors of the Demerging Company has the right to resolve on the listing of the Receiving Company's shares and to take measures in preparation for the listing, including entering into agreements concerning the listing.

The Demerger will not affect the listing of, or trading in, the shares of the Demerging Company.

22.2 Transfer of Employees

Part of the personnel in the service of the Demerging Company will transfer to the service of the Receiving Company on the registration date of the completion of the Demerger, based on the Demerger or agreements in accordance with decisions made prior to the Effective Date by the Board of Directors or CEO of the Demerging Company, after possible legal obligations relating to the implementation of the transfer have been fulfilled.

The Receiving Company shall assume the obligations arising out of the employment and service relationships of the transferring personnel in force on the Effective Date as well as the obligations resulting from the related

benefits. The transferring personnel shall transfer to the service of the Receiving Company as so-called existing employees, to the extent possible under applicable law.

The obligations under any group level agreements binding the Demerging Company shall transfer, to the extent possible, to the Receiving Company insofar as they concern the employees of the Receiving Company or its directly or indirectly owned subsidiaries.

The Receiving Company shall be responsible for all obligations relating to the personnel transferring to it, such as any wages and fees, tax withholding, accumulated holidays, daily allowances, pension contributions and expense compensations, also to the extent the grounds for such obligations have arisen wholly or partially during the time period preceding the Effective Date but which remain unfulfilled on the Effective Date.

22.3 Preparatory Actions

The Board of Directors and CEO of the Demerging Company may take any decisions that fall within their competence under the applicable law and concern the Software Business as well as take care of the actions in relation to the completion of the Demerger until the Effective Date.

22.4 Right of the Board of Directors and the CEO of the Demerging Company to Act on Behalf of the Receiving Company

As set out in Section 22.3 of this Demerger Plan, prior to the Effective Date, CEO of the Demerging Company may enter into agreements facilitating the separation of the Software Business (such as financing agreements, transitional services agreements, licensing agreements and lease agreements), as well as agreements facilitating the initiation of the Receiving Company's operations.

CEO of the Demerging Company may take above-mentioned decisions, enter into agreements and take other actions also on behalf of the Receiving Company.

Prior to the Effective Date, the Board of Directors of the Demerging Company may also take decisions, enter into agreements and take actions designated to CEO of the Demerging Company under this Section 22.4 as well as take all such decisions, enter into agreements and take actions concerning the Software Business that fall within its competence under applicable law.

The rights and obligations of the Receiving Company based on decisions, agreements and other actions taken on behalf of the Receiving Company pursuant to this Section 22.4 will transfer to the Receiving Company on the Effective Date.

22.5 Capacity and Competence of the Receiving Company's Board of Directors and CEO prior to the Effective Date

Prior to the Effective Date, the Board of Directors and CEO of the Receiving Company may only take such decisions as are separately assigned in this Demerger Plan to be made by the Board of Directors and CEO of the Receiving Company or such decisions as the Board of Directors of the Demerging Company designates.

Prior to the Effective Date, the Board of Directors of the Receiving Company may, however, without separate direction from the Board of Directors of the Demerging Company, take decisions with regard to the Receiving Company that concern representation rights (authorisations to sign for the company, rights of representation per procuram, and other authorisations), bank accounts and necessary agreements and documents relating to the administration of a listed company, such as the charter of the Board of Directors and insider guidelines. The Board of Directors of the Demerging Company may also take such decisions concerning the Receiving Company prior to the Effective Date. The rights and obligations under these decisions will transfer to the Receiving Company on the Effective Date.

22.6 Agreements and Undertakings and Cooperation in Transfer of Rights and Obligations; Intra-Group Arrangements

All agreements and undertakings issued and received offers and offer requests, and the rights and obligations pertaining thereto relating to the Software Business, will transfer to the Receiving Company in accordance with this Demerger Plan on the Effective Date. If the transfer of an agreement or an undertaking is subject to the consent of the contracting party or a third party, the Companies Participating in the Demerger shall use their best efforts to obtain such consent. If such consent has not been received by the Effective Date, the Demerging Company shall remain as the party to such agreement or undertaking but the Receiving Company shall fulfil the obligations related to such agreement or undertaking on its own behalf, at its own responsibility and at its own risk in the Demerging Company's name and, correspondingly, the Receiving Company shall receive the benefits related to such agreement or undertaking in a manner separately agreed by the Companies Participating in the Demerger.

The Demerging Company intends to implement certain intra-group arrangements relating to the software business, such as business transfers and demergers, prior to the Effective Date. If such arrangements cannot be completed in all respects prior to the Effective Date due to, for example, requirements or measures of foreign authorities or other similar reasons, the Demerging Company and the Receiving Company each undertake to contribute to ensuring that such arrangements are completed as soon as possible after the Effective Date. The Demerging Company and the Receiving Company are mutually obliged to provide all explanations and confirmations requested by each other that are necessary to confirm or register the transfer of rights and obligations pursuant to this Demerger Plan, such as explanations regarding the transfer of assets, liabilities and responsibilities that may be required by authorities or financial institutions.

22.7 Intellectual Property Rights of the Receiving Company

The Demerging Company shall within a twelve (12) month transition period from the Effective Date procure that (i) none of its directly or indirectly owned subsidiaries shall use any trade name, trademark or other intellectual property right that includes the words "Easor" or that may otherwise be confused with the Receiving Company's trade name, trademarks, or other intellectual property rights, and (ii) said subsidiaries shall cause the removal of such elements no later than twelve (12) months from the Effective Date.

22.8 Costs and Remuneration

Unless the Companies Participating in the Demerger separately agree otherwise or unless it is stipulated otherwise in this Demerger Plan (including Section 11), the following shall be applied to the allocation of the costs and remuneration related to the Demerger between the Parties:

- (a) the Demerging Company shall be responsible for the costs and remuneration that relate directly to the Demerger process and its completion, including without limitation costs relating to, e.g., convening the General Meeting resolving on the Demerger, any Trade Register notifications required in connection with the Demerger, advisor fees related to the Demerger (unless otherwise stipulated below in this Section 22.8) and the fee payable to the auditor issuing their statement on this Demerger Plan;
- (b) the Receiving Company shall be responsible for the costs relating to the listing of the shares in the Receiving Company and the creation of the shares in the book-entry securities system, including without limitation costs relating to, e.g., due diligence required for the listing, preparing a securities prospectus, as well as costs and fees invoiced by the Finnish Financial Supervisory Authority, Nasdaq Helsinki and Euroclear Finland Oy, regardless of when such costs may arise. If such costs arise prior to the Effective Date, the Demerging Company will invoice them from the Receiving Company after the Effective Date;

- (c) the Receiving Company shall be responsible for the costs related to the commencement of the Receiving Company's operations, regardless of when such costs may arise. If such costs arise prior to the Effective Date, the Demerging Company will invoice them from the Receiving Company after the Effective Date;
- (d) to the extent that current members of the Board of Directors of the Demerging Company will be elected to the Board of Directors of the Receiving Company and, following the Effective Date, will no longer be members of the Board of Directors of the Demerging Company, the Receiving Company shall reimburse the Demerging Company for such portion of the remuneration of such current members of the Board of Directors of the Demerging Company that has already been paid by the Demerging Company and that relates to the time period following the Effective Date. The Demerging Company will invoice such remuneration portion from the Receiving Company after the Effective Date; and
- (e) the Companies Participating in the Demerger shall each be responsible for one-half of the costs and remuneration that cannot be allocated based on Subsections (a)–(d) above, or that are not directly related to the operations of either of the Companies Participating in the Demerger.

22.9 Accounting Material

The accounting material of the Demerging Company shall remain in the ownership of the Demerging Company. However, insofar as such accounting material concerns the business of the Receiving Company prior to the completion of the Demerger, the Receiving Company shall have the right to obtain access to said material free of separate charge, including the right to make notes based on the documentation, make copies thereof and save it in electronic media, during ordinary office hours.

22.10 Language Versions

This Demerger Plan (including any applicable appendices) is an unofficial English language translation of the original document, which has been prepared and executed in Finnish. This English language translation has been drafted solely for information purposes. Should any discrepancies exist between the Finnish and the English versions, the Finnish version shall prevail.

22.11 Dispute Resolution

Any dispute, controversy or claim between the Companies Participating in the Demerger arising out of or relating to this Demerger Plan, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. For the sake of clarity, it is noted that this arbitration clause has been entered into also on behalf of, and shall be binding upon, the Receiving Company.

23 Other Issues

The Board of Directors of the Demerging Company is authorised to decide on technical amendments to this Demerger Plan or its appendices as may be required by authorities or as considered appropriate by the Board of Directors of the Demerging Company in its discretion.

(Signature page follows)

This Demerger Plan has been made in three (3) identical counterparts, one (1) for the Demerging Company, one (1) for the Receiving Company, and one (1) for the registration authority.

Helsinki, 24 October 2025

TALENOM PLC

HARRI TAHKOLA

Name: Harri Tahkola

Title: Chair of the Board of Directors

MIKKO SIURUAINEN

Name: Mikko Siuruainen

Title: Member of the Board of Directors

Appendices to the Demerger Plan

Appendix 1	The proposal for the articles of association of the Receiving Company
Appendix 2	The preliminary presentation of the balance sheets of the Demerging Company and the Receiving Company
Appendix 3	Business mortgages
Appendix 4	The auditor's statement in accordance with Chapter 17, Section 4 of the Finnish Companies Act

Appendix 1 – The proposal for the Articles of Association of the Demerging Company

Articles of Association

1 § Company name

The company's name is Easor Oyj, Easor Plc in English.

2 § Company domicile

The company is domiciled in Oulu.

3 § Company industry

The company's industry is to itself and through its subsidiaries carry out software business operations, selling and supplying services and goods, as well as IT, archiving and archive destruction services and related consulting and leasing activities, financing operations and supplying financing and other services and products, payment service activities as defined in the Act on Payment Services. The company can own and manage fixed assets, shares and securities.

4 § Company board

The Company has a Board of Directors consisting of at least three (3) and at most eight (8) regular members. The term of the Board of Directors ends at the closing of the next Annual General Meeting after the election.

5 § Company representation

Apart from the Board of Directors, the Company is represented by the Chairman of the Board of Directors and the CEO both individually and by two members of the Board of Directors jointly. The Board of Directors can also issue a power of procuration or the right to represent the company to a named individual.

6 § Auditing

An auditor that is an auditing firm approved by the Central Chamber of Commerce is selected for the Company. The term of the auditor ends at the close of the Annual General Meeting after the election.

7 § Notice to General Meeting, meeting venue and means of participation

The notice convening 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.

In order to be entitled to attend and use their right to speak at the General Meeting, a shareholder must notify the company of its attendance by the date specified in the notice convening the General Meeting, which may not be earlier than ten (10) days prior to the General Meeting.

The Board of Directors may decide on alternative additional means of participating in the General Meeting so that shareholders may exercise their decision-making rights prior to or during the General Meeting by use of telecommunication or other technical means. The Board of Directors may also decide that the General Meeting is arranged without a meeting venue so that the shareholders exercise their full decision-making powers in real time by use of telecommunication or other technical means during the meeting.

In addition to the domicile of the Company, Shareholders' Meetings can also be held in Helsinki.

8 § **Annual General Meeting**

The Annual General Meeting must be held every year on a day set by the Board of Directors within six months after the fiscal year ends.

The General Meeting must present:

the Financial Statements, comprising the Income Statement, Balance Sheet and Annual Report;

the Auditor's Report;

The Annual General Meeting must decide on:

approval of the Income Statement and Balance Sheet;

dispositions arising from the profit or loss shown on the approved Balance Sheet;

whether to release the members of the Board of Directors and the Managing Director from all personal liability;

the number of members of the Board of Directors and their fees;

auditor's fees;

The Annual General Meeting must select:

the members of the Board of Directors;

the auditor.

9 § **Accounting period**

The accounting period of the company is from 1 January to 31 December.

10 § **Book-entry system**

The Company's shares are covered by the book-entry system.

The preliminary presentation of the balance sheets of the Demerging Company and the Receiving Company

30 September 2025

EUR thousand	Talenom Plc (Demerging Company) 30 Sep 2025	Distribution of dividend	Talenom Plc balance sheet prior to the Demerger	Easor Plc (Receiving Company) after the Demerger	Talenom Plc after the Demerger
ASSETS					
Non-current assets					
Intangible assets	18 049	-	18 049 ¹⁾	-	18 049
Tangible assets	2 074	-	2 074	68	2 007
Investments					
Investments in subsidiaries	103 189	-	103 189	38 380 ¹⁾	64 809
Other investments	2 650	-	2 650	2 650 ²⁾	-
Total non-current assets	125 962	-	125 962	41 097	84 865
Current assets					
Long-term receivables	14 645	-	14 645	3 309	11 336
Short-term receivables	16 103	-	16 103	198	15 905
Cash and cash equivalents	9 456	- 4 563	4 893	2 000	2 893
Total current assets	40 204	- 4 563	35 641	5 507	30 135
TOTAL ASSETS	166 166	- 4 563	161 603	46 604	114 999
EQUITY & LIABILITIES					
Equity					
Share capital	80	-	80	80 ³⁾	80 ³⁾
Reserve for invested unrestricted equity	31 341	-	31 341	16 691 ³⁾	14 570
Retained earnings	11 551	- 4 563	6 988	-	6 988
Profit (loss) for the period	6 547	-	6 547	-	6 547
Total equity	49 520	- 4 563	44 957	16 771	28 186
Accumulated appropriations					
Depreciation difference	86	-	86	-	86
Liabilities					
Non-current liabilities	90 357	-	90 357 ⁴⁾	20 071 ⁴⁾	70 285
Current liabilities	26 204	-	26 204	9 762 ⁵⁾	16 442
Total liabilities	116 561	-	116 561	29 833	86 728
TOTAL EQUITY & LIABILITIES	166 166	- 4 563	161 603	46 604	114 999

¹⁾ Intangible assets referred to in Section 11.1 (f) of the Demerger Plan have been transferred to Easor Oy in a prior asset transfer on 1 February 2025, and these intangible assets will be transferred to Easor Plc through investments in subsidiaries.

²⁾ Includes the subordinated loan of EUR 2 650 000 to a subsidiary of the company.

³⁾ In accordance with Section 12 of the Demerger Plan, Talenom Plc's share capital is EUR 80 000 after the Demerger. In accordance with Section 9 of the Demerger Plan, Easor Plc's share capital is EUR 80 000 and in accordance with Section 11.3, the amount of equity to be formed that exceeds the amount of the share capital is recorded as an increase in the reserve for invested unrestricted equity.

⁴⁾ Non-current liabilities include a total of EUR 90 356 658 loans to financial institutions of which EUR 20 071 273 will preliminarily transfer to Easor Plc.

⁵⁾ Current liabilities that will be transferred to Easor Plc include an inter-company liability of EUR 9 278 136 to a subsidiary of Easor Plc.

The financial information presented in the unaudited illustration of the balance sheets of Talenom Plc ("**Talenom**") and Easor Plc ("**Easor**") (the "**Illustrative Demerger Balance Sheet**") is derived from unaudited financial information of Talenom prepared in accordance with the Finnish Accounting Act and good accounting practice for the nine-month period ended 30 September 2025.

The column "Distribution of dividend" of the Illustrative Demerger Balance Sheet presented above illustrates the impact of the distribution of the second dividend tranche to be proposed by the Board of Directors of Talenom to the General Meeting on the final amount of the assets and liabilities of Talenom prior to the execution of the Demerger.

Talenom has discussed with its creditors that of the current bank loans of Talenom, loans of EUR 20 million will be transferred to Easor on the Effective Date of the Demerger. In addition, on the Effective Date of the Demerger EUR 9,3 million liability to a subsidiary of Easor is transferred to Easor, based on the information and assumptions at the date of the Demerger Plan.

The Illustrative Demerger Balance Sheet presented above does not take into account, among other things, the following potential events which may have a significant impact on the final amount of the assets and liabilities of Talenom prior to the execution of the Demerger: The impact of potential changes in the group structure due to the Demerger and their financing are not included in the Illustrative Demerger Balance Sheet. In addition, the impacts of transaction costs arising from the Demerger and listing after 30 September 2025, or any potential impacts of repayments of the bank loans are not included in the Illustrative Demerger Balance Sheet.

The shareholder equity of Talenom and Easor after the Demerger have been illustrated as described in Sections 9, 11.3 and 12 of the Demerger Plan.

The final Demerger balance sheet will be determined in connection with Demerger based on the balance sheet values as at the Effective Date. The Illustrative Demerger Balance Sheet above is therefore only indicative and the final balance sheet values may differ significantly from what has been presented above.

Appendix 3 – Business Mortgages

Business Mortgages of the Demerging Company

The following business mortgages, in accordance with the Finnish Act on Business Mortgages (634/1984, as amended), have been confirmed on the assets of the Demerging Company:

Holder	Sampo Pankki Oyj
Date of issue	1 September 2004
Amount of business mortgages	4
Business mortgage numbers	1-4
Capital à	EUR 500,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	-
Date of issue	31 January 2006
Amount of business mortgages	3
Business mortgage numbers	1-3
Capital à	EUR 100,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	-
Date of issue	31 January 2006
Amount of business mortgages	1
Business mortgage numbers	4
Capital à	EUR 50,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	21 June 2007
Amount of business mortgages	3
Business mortgage numbers	1-3
Capital à	EUR 100,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	3 September 2007
Amount of business mortgages	4
Business mortgage numbers	1-4
Capital à	EUR 100,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	3 September 2007
Amount of business mortgages	1
Business mortgage numbers	5
Capital à	EUR 150,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	24 January 2008
Amount of business mortgages	2
Business mortgage numbers	1-2
Capital à	EUR 100,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	24 January 2008
Amount of business mortgages	1
Business mortgage numbers	3
Capital à	EUR 50,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	19 March 2008
Amount of business mortgages	2
Business mortgage numbers	1-2

Capital à	EUR 500,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	19 March 2008
Amount of business mortgages	1
Business mortgage numbers	3
Capital à	EUR 450,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Sampo Pankki Oyj
Date of issue	10 December 2009
Amount of business mortgages	7
Business mortgage numbers	1-7
Capital à	EUR 500,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Danske Bank Oyj Northern Finland Finance Centre
Date of issue	3 July 2013
Amount of business mortgages	3
Business mortgage numbers	1-3
Capital à	EUR 500,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Danske Bank Oyj Northern Finland Finance Centre
Date of issue	27 March 2014
Amount of business mortgages	2
Business mortgage numbers	4-5
Capital à	EUR 500,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Danske Bank Oyj Northern Finland Finance Centre
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Date of issue	27 March 2014
Amount of business mortgages	1
Business mortgage numbers	6
Capital à	EUR 700,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Danske Bank Oyj
Date of issue	12 November 2014
Amount of business mortgages	6
Business mortgage numbers	17-12
Capital à	EUR 500,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Danske Bank Oyj
Date of issue	9 June 2015
Amount of business mortgages	1
Business mortgage numbers	6
Capital à	EUR 2,000,000,00
Interest rate	16,00 per cent
Collection costs à	EUR 850,00

Holder	Pohjola Pankki Oyj
Date of issue	16 October 2015
Amount of business mortgages	5
Business mortgage numbers	1-5
Capital à	EUR 3,000,000,00
Interest rate	18,00 per cent
Collection costs à	EUR 1,800,00

Holder	Danske Bank A/S, Finnish Branch
Date of issue	6 April 2020
Amount of business mortgages	5
Business mortgage numbers	1-5
Capital à	EUR 2,700,000,00
Interest rate	12,00 per cent

Collection costs à	EUR 1,000,00
Holder	Danske Bank A/S, Finnish Branch, Loan and insurance services
Date of issue	21 June 2021
Amount of business mortgages	1
Business mortgage numbers	13
Capital à	EUR 5,000,000,00
Interest rate	12,00 per cent
Collection costs à	EUR 1,000,00
Holder	Danske Bank A/S, Finnish Branch
Date of issue	11 May 2022
Amount of business mortgages	1
Business mortgage numbers	14
Capital à	EUR 10,000,000,00
Interest rate	12,00 per cent
Collection costs à	EUR 1,000,00
Holder	Danske Bank A/S, Finnish Branch
Date of issue	18 January 2023
Amount of business mortgages	1
Business mortgage numbers	15
Capital à	EUR 10,000,000,00
Interest rate	12,00 per cent
Collection costs à	EUR 1,000,00
Holder	Danske Bank A/S, Finnish Branch, Loan and insurance services
Date of issue	23 August 2023
Amount of business mortgages	1
Business mortgage numbers	16
Capital à	EUR 25,000,000,00
Interest rate	12,00 per cent
Collection costs à	EUR 1,000,00
Holder	Danske Bank A/S, Finnish Branch
Date of issue	13 June 2024
Amount of business mortgages	1

Business mortgage numbers	17
Capital à	EUR 15,000,000,00
Interest rate	12,00 per cent
Collection costs à	EUR 1,000,00



KPMG Oy Ab
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This document is an English translation of the Finnish auditor's statement. Only the Finnish version of the report is legally binding.

Auditor's statement to the extraordinary general meeting of Talenom Plc

We have performed an engagement regarding the demerger plan of Talenom Plc, dated 24 October 2025, prepared by the Board of Directors of Talenom Plc. The Board of Directors of Talenom Plc has decided to propose to the Extraordinary General Meeting that Talenom Plc be partially demerged so that part of the assets and liabilities of Talenom Plc will be transferred to a new company to be incorporated, Easor Plc.

Responsibility of Board of Directors

The Board of Directors of Talenom Plc is responsible for preparing the demerger plan and for providing, as required by the Finnish Companies Act, true and sufficient information on the grounds for determining the share exchange ratio and other demerger consideration, as well as the allocation of the consideration.

Auditor's Independence and Quality Management

We are independent of the company in accordance with the ethical requirements applicable in Finland that are relevant to our engagement, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

The auditor applies the International Standard on Quality Management (ISQM) 1, which requires the audit firm to design, implement, and operate a system of quality management, including policies or procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.

Auditor's Responsibilities

Our responsibility is to issue a statement on the demerger plan. We have performed the engagement in accordance with the generally accepted auditing standards in Finland and Recommendation 5/2024 of the Finnish Auditors' Association concerning the audit of mergers and demergers. The audit includes procedures to obtain evidence as to whether the demerger plan provides, as required by the Finnish Companies Act, true and sufficient information on the grounds for determining the share exchange ratio and other demerger consideration, as well as the allocation of the consideration.

Statement

As our statement pursuant to Chapter 17, Section 4 of the Finnish Companies Act, we state that the demerger plan provides, in all material respects, true and sufficient information as required by the Finnish Companies Act on the grounds for determining the share exchange ratio and other demerger consideration, as well as the allocation of the consideration.

Oulu, Finland, 24 October 2025

KPMG OY AB

JUHO RAUTIO

Juho Rautio, Authorised Public Accountant, KHT