

WISER TECHNOLOGY AD

EMPLOYEE SHARE OPTION PLAN

1. SET UP AND PURPOSE

- 1.1. **Set up.** This Employee Share Option Plan (the "**Plan**") was set up on the grounds of Article 38, para 3, item 10 of the Company's Articles of Association, and was approved by decision of the General Meeting of shareholders of WISER TECHNOLOGY AD, UIC 175061032 (the "Company") on 12.12.2024.
- 1.2. **Purpose.** The primary purpose of this Plan is to provide further incentive to Employees, in addition to their basic pay, for long-term loyalty and performance, by giving selected Employees the possibility to participate in the Company's equity. The Plan regulates Employee incentivization through Share Options. Options granted pursuant to the Plan may be exercised by acquiring Shares in the Company or, at the Company's discretion, receiving the cash equivalent of such Shares at the time of exercise.
- 1.3. **General conditions.** This Plan represents the general conditions to any individual Option Agreement and shall apply to such agreements for any matters that are not regulated therein. In the event of a conflict between the provisions of the Plan and the individual Option Agreement between the Company and the Employee, the provisions of the Option Agreement shall prevail.
- 1.4. **Definitions.** Whenever the following capitalised words or phrases are used, the following definitions shall apply throughout the Plan:
- "**Share**" means ordinary, registered, dematerialized, variable yield, voting share with a face value of BGN 1 (one) in the Company's capital.
 - "**Date of Grant**" will have the meaning assigned to such term in Section 5.2.2;
 - "**Option Agreement**" means the agreement between the Company and the Employee, regulating the substantive conditions of the Options granted to the Employee;
 - "**Company**" will have the meaning assigned to such term in Section 1.1;
 - "**Subsidiary**" means any legal entity, regardless of whether it is established in Bulgaria or in another country, in which the Company has a capital interest at the relevant time.
 - "**Notice of Exercise**" will have the meaning assigned to such term in Section 7.2;
 - "**Maximum Exercise Period**" will have the meaning assigned to such term in Section 7.3;
 - "**Unvested Options**" will have the meaning assigned to such term in Section 6.2.1;
 - "**General Meeting**" means the general meeting of the shareholders in the Company;
 - "**Cliff**" will have the meaning assigned to such term in Section 5.2.3;
 - "**Option**" means the right, granted to an Employee under an Option Agreement pursuant to the Plan, to acquire a number of Shares representing the company capital, subject to the conditions laid down in the Option Agreement and herein;
 - "**Vested Options**" will have the meaning assigned to such term in Section 6.2.2;

"Cash Equivalent" means the value of the Shares covered by an Option, calculated at the time the Option is exercised and equal to the Market Value of the Shares less the Exercise Price;

"Vesting Period" will have the meaning assigned to such term in Section 5.2.3;

"Plan" means the WISER TECHNOLOGY AD Employee Share Option Plan;

"Discharge by Payment" means the Company's right, in the event of a validly exercised option, instead of issuing Shares in the name of the Employee, to pay the Employee a Cash Equivalent calculated as provided for herein;

"Market Value" means the market/fair value per Share equal to the closing price determined for the last completed trading session on the Bulgarian Stock Exchange;

"Employee" means any person who (i) has an employment contract with the Company or, to the extent permitted by law, with any of its Subsidiaries, which has not been terminated; (ii) to the extent permitted by law, has been elected to a management or supervisory body of the Company or its Subsidiary (regardless of whether a management contract has been concluded or not) and whose mandate has not been terminated.

"Termination Event" will have the meaning assigned to such term in Section 6.2.1;

"Objective Termination Event" will have the meaning assigned to such term in Section 6.2.2;

"Subjective Termination Event" will have the meaning assigned to such term in Section 6.2.3;

"Exercise Price" means the amount for which a Share may be acquired upon the exercise of an Option by the Employee, as defined in the Option Agreement;

2. ADMINISTRATION

2.1. **Administration of the Plan.** The Plan shall be administered by the Board of Directors of the Company. In doing so, the Board of Directors shall act at their own discretion, pursuant to the Company's Articles of Association.

2.2. **General rules.** The Board of Directors shall be entitled to take any action they deem necessary or appropriate to implement the Plan. Any decision, interpretation and other action of the Board of Directors shall be final and binding to Employees and to any person getting rights from Employees (if any).

2.3. **Powers of the Board of Directors.** Subject to this Plan, the Board of Directors shall have discretion to:

2.3.1. designate the Employees entitled to participate in the Plan;

2.3.2. designate the number of Options to be granted to an Employee;

2.3.3. approve the forms of contracts and other related documents used under the Plan;

2.3.4. exercise the Company's right to Discharge by Payment in respect of Options granted hereunder;

2.3.5. specify the conditions of any Option Agreement, including the individual Vesting Schedule, applicable initial period in which Options shall not vest (or the absence of such period), the events triggering the exercise of an Option, the Exercise Price and other relevant events triggering the exercise of the Option rights;

- 2.3.6. agree to amending the terms of any Option Agreement, provided that no amendments may be made to an existing agreement without the express consent of the Employee who is a party to the agreement, and
- 2.3.7. decide to issue Shares upon valid exercise of Options.

2.4. **Authorisation of the Board of Directors.** In connection with the rights of the Board of Directors under Section 2.3.7 hereof, the Company shall, for so long as any valid Options are granted, ensure that the Board of Directors is duly authorized by the Company's Articles of Association to be able to issue the requisite number of Shares that can be issued at the relevant time, are deemed to be vested and are exercisable in accordance with the terms of the Option Agreement and subject to applicable legal restrictions on the issue of Shares to workers and employees.

3. PARTICIPATION CRITERIA

3.1. **Grant of Options.** Options may only be granted to Employees who (i) have active employment contracts with the Company or, to the extent permitted by law, with any of its Subsidiaries, at the date of the Option Agreement, or who enter into an employment contract concurrently with the Option Agreement, and (ii) to the extent permitted by law, have been elected to a management or supervisory body of the Company or its Subsidiary (regardless of whether a management contract has been concluded or not) and whose mandate has not been terminated by the date of conclusion of the Option Agreement.

4. LIMITATIONS OF THE PLAN

4.1. **Primary limitation.** The Company shall be entitled to grant Share Options for not more than 10% of the company's capital at the relevant time and, in determining the specific number of Options to be granted to Employees and the terms of exercise thereof, the Board of Directors shall in each case comply with following limitations:

- 4.1.1. the capital of the Company may not be increased for the purpose of exercising Options hereunder by more than 1% in any one year;
- 4.1.2. there shall be no successive increases in the capital of the Company under clause 4.1.1 in excess of 3% of the capital of the Company, irrespective of the period elapsed between them, unless there has been a successful increase in the capital of the Company in the meantime in the ordinary course and outside this Plan whereby the registered capital of the Company has been increased by at least 10%; and
- 4.1.3. the Shares issued hereunder shall not exceed 5% of the capital of the Company at the relevant time.

The number of all Shares that may be acquired upon exercise of the Options granted under Plan may not exceed the maximum amount specified in this Section.

4.2. **Additional Options.** In the event that Options granted hereunder are not exercised when due, are forfeited and/or terminate for any reason, their number shall be added back to the total number of Options then grantable hereunder.

- 4.3. Any individual Option entitles its holder, upon due exercise under this Plan and the Option Agreement, to subscribe one Share in the capital of the Company. The number of Shares that an Employee may receive upon exercise of Options shall be fixed and shall correspond to the number of Options granted to the Employee in Employee's individual Option Agreement. By signing the Option Agreement, the Employee expressly acknowledges and agrees that such number is not subject to change as a result of changes in the capital or number of Shares in the Company, to the extent that such changes dilute proportionately the interest of all or any of the shareholders in the Company.

5. OPTION GRANTING AND VESTING

- 5.1. **Option Agreement.** Options under the Plan shall be granted by the execution of an Option Agreement between an Employee and the Company, and an Option shall not be deemed to have been granted prior to the valid, in the sole discretion of the Company, execution of the Option Agreement. The Option shall be governed by the applicable provisions of this Plan and may contain such other terms not conflicting with the Plan as the Board of Directors may deem appropriate to include in the Option Agreement. Option Agreements shall be made and executed in substantially the form and substance set forth in Exhibit 1 hereto. The provisions of the individual Option Agreements may be amended at the discretion of the Board of Directors.

- 5.2. **Content of the Option Agreement.** The Option Agreement shall set forth:

- 5.2.1. the number of Options to be granted to the Employee;
- 5.2.2. the date from which the Options shall be deemed to be granted to the Employee ("**Date of Grant**") and this date may precede the date on which the Option Agreement is made and executed;
- 5.2.3. individual step-by-step vesting schedule of the Options granted to the Employee ("**Vesting Period**"), applicable initial period in which Options shall not vest ("**Cliff**"), if any;
- 5.2.4. the applicable Exercise Price;
- 5.2.5. additional vesting conditions, if any, and
- 5.2.6. such other conditions as the Board of Directors may think fit.

- 5.3. **Option grant price.** The Employee does not owe any consideration for the grant of the Options and the Options shall be deemed to have been granted to the Employee in consideration for the performance of Employee's obligations under the employment or mandate legal relationship.

- 5.4. **Step-by-step vesting.** The Options granted to the Employees shall be subject to step-by-step vesting:

- 5.4.1. At the time of entering into the Option Agreement, the Employee shall only entertain a legitimate expectation which shall only stabilise and become a right to subscribe Shares or to receive a Cash Equivalent when the relevant Options vest.
- 5.4.2. The individual Vesting Period, Cliff, and Vesting Schedule shall be negotiated in each individual Option Agreement at the discretion of the Board of Directors.

An indicative vesting schedule is given in Exhibit 2.

5.4.3. Vesting shall not occur during periods when the Employee's legal relationship with the Company or its Subsidiary are suspended (e.g. due to sick leave, maternity leave, parental leave, unpaid leave, etc.) for a period exceeding 3 months in any one calendar year (whether the relevant suspension occurs all at once or is the result of two or more consecutive interruptions which together amount to a period exceeding 3 months). The Vesting Period shall cease to run for the relevant period of suspension (only where the latter exceeds 3 months) and the total duration of the Vesting Period shall be extended by any period of suspension under the preceding sentence.

5.5. **Acceleration.** The Company may, in their sole discretion and by resolution of the Board of Directors, allow acceleration of vesting under any or all Option Agreements entered into by the Company from time to time. At the sole discretion of the Board of Directors, the Company and the Employee may waive the application of a Cliff or otherwise modify the Employee's individual vesting scheme.

5.6. **Vesting conditions.** At the discretion of the Board of Directors, the individual Option Agreement may include one or more additional vesting conditions, which may be linked to the achievement of specific results by the Company, the Subsidiary or the Employee that can be objectively measured. The vesting conditions may apply to any or all of the Options governed by the Option Agreement. The Options for which additional vesting conditions have been specified may not be exercised until the relevant condition has been satisfied, whether or not the Vesting Period has already expired in respect of them. Compliance with the Vesting Conditions shall be assessed by the Chief Executive Officer of the Company and shall be binding on the parties. The Chief Executive Officer shall promptly notify the Employee for whom additional vesting conditions have been agreed whether the relevant additional conditions have been complied with and of the level of compliance. The Board of Directors may waive any condition in whole or in part.

6. FORFEITURE AND TERMINATION OF OPTIONS

6.1. **Forfeiture / termination.** Options granted to Employees hereunder, and the rights they confer on their holder, may be forfeited or may terminate upon occurrence of any of the termination conditions set forth in this Section. Upon occurrence of any such termination condition, the relevant Options shall be forfeited and, accordingly, their number shall be added back to the total number of Options under the Plan that the Company may grant to Employees. The rights under Options so forfeited shall terminate retroactively without any consideration, indemnity or other substitute benefit being due to the Employee in respect thereof.

6.2. **Forfeiture upon termination of the legal relationship.** Options granted to an employee, or the respective part thereof, shall be forfeited upon termination of the Employee's legal relationship in connection with which the Options have been granted, as follows:

- 6.2.1. All Options granted to an Employee, which have not vested pursuant to clause 5.4. above ("**Unvested Options**") shall be forfeited without any consideration, indemnity or other substitute benefit being due to the Employee in respect thereof, whatever the reason for termination of the legal relationship (including but not limited to Employee's death or inability to perform the work or functions assigned to them due to permanently reduced working capacity ("**Termination Event**"). Suspension of the legal relationship between the Company or, to the extent permitted by law, any of its Subsidiaries, and the Employee shall not be deemed a termination within the meaning of the preceding sentence if the terminated employment relationship is immediately replaced by a new employment and/or mandate relationship between the Company or, to the extent permitted by law, any of its Subsidiaries, and the Employee.
- 6.2.2. Options granted to an Employee, which had vested pursuant to clause 5.4. above ("**Vested Options**") at the occurrence of a Termination Event, shall remain in effect, and the Employee may exercise them pursuant to the rules laid down in the this Plan, in case the legal relationship between the Company and the Employee has been terminated on any grounds other than termination due to Subjective Termination Event, as specified in clause 6.2.3 (each such termination being referred to as an Objective Termination Event).
- 6.2.3. On the occurrence of any Termination Event due to: (i) fraud by an Employee; (ii) non-fulfilment of the Employee's obligations under the relevant contract under conditions of intent or gross negligence (at the discretion of the Board of Directors); (iii) gross (at the discretion of the Board of Directors) violation of labour discipline or Company policies by the Employee; (iv) breach by the Employee of a non-competition obligation (as defined in the relevant Employee contract); (v) breach by the Employee of a non-solicitation obligation (as defined in the relevant Employee contract); (vi) breach by the Employee of an obligation of confidentiality (as defined in the relevant Employee contract) (each such termination being referred to as a "Subjective Termination Event"), Options vested by the time of termination shall be forfeited without any consideration, indemnity or other substitute benefit being due to the Employee in respect thereof.
- 6.3. Any Vested Options and Unvested Options granted to an Employee shall be forfeited where the Employee:
- 6.3.1. Transfers, pledges or otherwise encumbers their Option, or performs any other act and/or transaction with economic and/or legal effect similar to a transfer, pledge or any other encumbrance on their Options, or
- 6.3.2. directly or indirectly attempts to attract and/or enter into a relationship with a customer or supplier of the Company or an affiliate of the Company; or
- 6.3.3. directly or indirectly commits and/or permits breach of any applicable limitation or covenant not to engage in competing business, undertaken in relation to the Company or any affiliate of the Company; or
- 6.3.4. directly or indirectly makes use of, discloses or disseminates any confidential information (including but not limited to know-how, business secret or other proprietary information of the Company) on whatever carrier and in whatever form, or otherwise commits or permits breach of any applicable confidentiality and non-disclosure obligation towards the Company or any affiliate of the Company.

- 6.4. Vested Options shall be forfeited if and to the extent that the Company has paid Cash Equivalent to the Employee pursuant to Section 7.5 hereinbelow.
- 6.5. Any Options granted to any Employee shall be forfeited if not exercised within the Maximum Exercise Period under Section 7.3 hereinbelow.

7. EXERCISE OF OPTION

- 7.1. **Triggering events.** Any vested Option shall be exercised after the end of the Cliff and upon occurrence of the additional triggering events (if such have been laid down in the Option Agreement), unless expressly provided otherwise herein or in the Option Agreement. Where a triggering event has been provided for, the Board of Directors may expressly waive the relevant event and allow the Option to be exercised without the event having occurred.
- 7.2. **Exercise.** Subject to the requirements and conditions laid down herein and in the Option Agreement, any Employee shall be entitled to exercise their Vested Options (which have not been forfeited hereunder) by delivering to the Company a written notice of exercise of Options substantially in the form and substance set forth in Exhibit No. 3 hereto (**Notice of Exercise**). The Notice of Exercise may be sent by mail, by courier or to the Company's email address specified in the Option Agreement.
- 7.3. **Maximum Exercise Period.** Subject to the requirements and conditions laid down herein and in the Option Agreement, any Employee shall be entitled to exercise their Vested Options (which have not been forfeited hereunder) within 7 (seven) years from the Date of Grant ("**Maximum Exercise Period**"). If within the Maximum Exercise Period the Company has not received a notice of exercise, delivered pursuant to Section 7.2 above, the relevant Options shall terminate.
- 7.4. **Minimum number of Options to be exercised.** Vested Options (which have not been forfeited pursuant to this Plan) shall be exercisable only with respect to a number of Shares that represents a whole number, and for not less than fifty (50) Shares.
- 7.5. **Discharge by payment.** If Options are validly exercised, the Board of Directors shall have the right, but not the obligation, in their sole discretion, to elect, in lieu of issuing the Shares in respect of which Options have been exercised, to pay to the Employee the Cash Equivalent of the Shares. This right may only be exercised by the Company until the Exercise Price is paid by the Employee. Upon receipt of the Cash Equivalent of the Shares in respect of which Options have been validly exercised, all obligations of the Company towards the Employee under the Option Agreement shall be deemed to have been finally and fully fulfilled and discharged.
- 7.6. **Exercise Price.** Any Option Agreement shall specify the Exercise Price of the Options granted thereby. The Exercise Price of any Option shall not be less than the nominal value per Share. The specific Exercise Price shall be determined by the Board of Directors in their sole discretion. The Exercise Price shall be payable only to a bank account specified by the Company, except when set off against the amount payable on Discharge by Payment.
- 7.7. **Issue of Shares.** Upon occurrence of the Triggering Events of the Options, the Company shall, unless Section 7.5 or Section 7.8 applies, within 6 (six) months from receipt of a valid Notice of Exercise,
- 7.7.1. issue, through the Board of Directors, the relevant number of new Shares required to satisfy the Options exercised, or,

- 7.7.2. if having own Shares, transfer the required number of Shares to the person who has exercised their Options, or
- 7.7.3. ensure that the Options exercised are satisfied with a combination of newly issued and own Shares.

7.8. **Deferred issue of Shares.** If the limits set forth in Section 4.1 of the Plan are reached, and at the discretion of the Board of Directors, the issue of Shares for exercised Options may be deferred beyond the time limits set forth in Section 7.7 above until such time as the Shares may be issued subject to and within the limitations in question. In the event of deferred issue of Shares under duly submitted Notices of Exercise by two or more Employees, once the opportunity to issue Shares presents itself, such Notices of Exercise shall be handled by the Company in order of reception.

8. GENERAL RULES ON OPTIONS

8.1. **Transferability of Options.** The rights of any Employee arising out of or in connection with this Plan are *intuitu personae* and no Employee may assign any rights, in whole or in part, or create any encumbrances thereon, without the prior written consent of the Company. Except as set forth in Section 8.2, any assignment, encumbrance, and/or other act and/or operation having an economic and/or legal effect similar to an assignment or encumbrance shall be deemed impermissible and void as against the Company, and any such action - if taken without the prior written consent of the Company - shall result in forfeiting the Options granted to the Employee.

8.2. **Inheriting Options.** Vested Options and/or related claims may be inherited in accordance with applicable law. Any successor, who has inherited from an Employee the rights to any Vested Options and/or related claims, shall be bound by, and, by accepting the inheritance, shall undertake *mutatis mutandis* to comply with, the rules and limitations of this Plan and the Option Agreement to which the deceased Employee was a party. Any heir of an Employee shall notify the Company of the succession that has been accomplished, and the Company may require appropriate evidence of the capacity of the heir and the succession that has been accomplished (e.g., a certificate of inheritance). An Employee's heir may exercise inherited Vested Options and subscribe Shares in exchange therefor only if the heir is also an Employee of the Company. If the heir is not an Employee of the Company, they may only receive the Cash Equivalent but not Shares in the capital of the Company. In the event that rights arising under or in connection with this Plan are inherited by two or more persons, such persons may exercise the rights and obligations under or in connection with the Options only jointly. In such cases, the heirs shall be required to designate a common representative in writing (e.g., by power of attorney or contract) who will be authorized to perform and accept actions in the name and on behalf of all heirs. Specifically, but without limitation, the Common Representative shall have the right to deliver and receive any notices, communications and/or documents under this Plan and the related Option Agreement on behalf and for the account of all Heirs, and payments due to Heirs may also be made by the Company to the Representative, such payment shall be deemed to be a proper payment to all Heirs and the Company's corresponding obligation to pay shall be deemed duly discharged in respect to all Heirs.

8.3. **Transferability of Shares.** All Shares issued by the Company pursuant to this Plan, are securities listed on the Bulgarian Stock Exchange with assigned code BNR and are freely tradable, subject to the applicable law and the rules of the Bulgarian Stock Exchange.

8.4. **No competition.** The Option Agreement obligates the Employee to refrain from competitive activity and not to disclose confidential information of the Company for a period of two years following termination of the legal relationship between the Employee and the Company or an affiliate of the Company. If broader and more onerous no competition and/or non-disclosure limitations are agreed in a contract between the Employee and the Company or an affiliate of the Company, they shall be deemed incorporated into the Option Agreement by reference and shall remain in effect. In the event of a breach of the limitations and/or obligations described in this paragraph, all unexercised Options granted to the Employee shall be forfeited.

9. AUTONOMY OF THE EMPLOYMENT OR MANDATE LEGAL RELATIONSHIP

Nothing in the Plan or in any Option granted under the Plan shall constitute a commitment by the Company and/or any of its Subsidiaries to maintain the legal relationship with an Employee, or a guarantee of a continued employment or mandate legal relationship of such Employee for any specified period of time, nor limit the rights of the Company and/or any of its Subsidiaries as an employer or contractor/trustee, and the Company and/or any of its affiliates shall have the right to terminate the respective legal relation of an Employee at any time and for any reason permitted by law.

10. LIMITATION OF LIABILITY

Neither the Company nor any of its Subsidiaries, any member of the Board of Directors, any agent, employee and/or shareholder of the Company assumes any responsibility and/or liability or gives any warranty as to the economic development of the Company and the value of the Options and/or Shares granted pursuant to this Plan.

11. DURATION AND AMENDMENT

11.1 **Duration of the Plan.** The Plan shall terminate automatically upon the expiration of ten (10) years after its adoption, unless extended by resolution of the Board of Directors of the Company.

11.2 **Right to amend and terminate the Plan.** The Company may amend or terminate the Plan at any time and for any reason.

11.3 **Effect of amendments.** Amendments to this Plan shall be effective with respect to Option Agreements entered into after the amendment date. Amendments to this Plan shall be effective with respect to Option Agreements entered into prior to the amendment if the Employees who are parties to such agreements have been notified of the amendment and have not objected to the amendment in writing within ten (10) business days of notification.

11.4 **Effect of termination.** Upon termination of the Plan, the Company shall not be entitled to enter into new Option Agreements. Termination of the Plan shall not affect the validity and the rights of the parties under any Option Agreements already entered into.

12.FINAL PROVISIONS

- 12.1 **Notices.** Any notices, communications or documents given or furnished in connection with this Plan and/or the Option Agreements shall be in writing. A request, notice or document shall be deemed to have been duly served or made if delivered personally, by certified mail, return receipt requested, by courier, by electronic mail (no confirmation of delivery required) to the party to whom it is to be or may be served or made, at the addresses set forth in the respective agreements. The parties expressly agree that electronic correspondence exchanged between them by e-mail to the e-mail addresses set forth in the respective agreements shall have the same effect as a document signed by hand by the respective party.
- 12.2 **Governing law.** This Plan and the Option Agreements shall be governed by the Bulgarian law.
- 12.3 **Jurisdiction.** Any disputes in connection with this Plan, which cannot be resolved through negotiations and mutual concession, shall be settled by the competent Bulgarian courts.
- 12.4 **Previous plans superseded.** This Plan supersedes and replaces the Employee Share Option Plan approved by resolution of the general meeting of the Company of 03.04.2024, and the rules of this Plan shall apply to any Options granted to Employees, including those for which Option Agreements were entered into prior to the date of adoption of this Plan.

* * *

Exhibit No. 1

Form of Option Agreement (see Section 5.1 of the Plan)

OPTION AGREEMENT

This Option Agreement (the "**Agreement**") was signed on [date] by and between:

1. **WISER TECHNOLOGY AD**, a shareholding company organised and existing under the laws of the Republic of Bulgaria, registered in the Commercial Registry at the Registry Agency with UIC 175061032, with its head office and registered address located at Synergy Tower, fl.15, 111R Tsarigradsko Shose Blvd., 1784 Sofia, email [email address] (hereinafter called the "**Company**"), represented by [Name] as [please specify capacity – legal representative, authorized representative, etc.],

and

2. [**Name**], citizen of [country], PIN/date of birth: [please specify PIN for Bulgarian citizens or date of birth for foreign citizens], mailing address [physical address], email [email address] (hereinafter called the "**Employee**"),

Hereinafter called together the **Parties** and individually a **Party**,

WHEREAS

(A) On [date] the Parties entered into an employment contract whereby the Employee currently holds the position of [please specify position under the employment contract] OR On [date] the Employee was appointed to the position of [please specify position, e.g. manager, member of the Board of Directors, etc.] in [the Company];

(B) The Company is willing to further incentivise the Employee in the form of options to subscribe shares in the capital of the Company after the expiry of a specified period during which the Employee will continue to work for the Company or, to the extent permitted by law, with any of its Subsidiaries, and on the terms and conditions set out in the Company's Employee Share Option Plan (the "**Plan**"), and the Employee is willing to accept this offer,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Company hereby grants to the Employee [total number of Options] Options and the Employee accepts them.
2. The Date of Grant of Options pursuant to Section 5.2.2 of the Plan shall be [date].
3. The total Vesting Period of the Options shall be [term] months from the Date of Grant. Within the Vesting Period, Options shall vest under the following rules:

- (i) None of the Options shall vest throughout the Cliff which shall cover the first [*term*] months of the Vesting Period;
 - (ii) After the end of the Cliff, [*vesting fraction, for example, 1/42*] of the Options granted to the Employee shall vest at the end of [*each subsequent month*] from the end of the Cliff;
 - (iii) At the end of the entire Vesting Period, all Options granted to the Employee shall be deemed fully vested (unless their vesting is previously suspended according to the rules of the Plan).
4. Each Option shall entitle the Employee to acquire one Share on the terms and conditions laid down herein and in the Plan.
5. Having exercised the Option, the Employee shall be entitled to acquire Shares at an Exercise Price of BGN [*price*] per Share. The Exercise Price shall be payable to the Company's account upon presentation by the Company of a validly passed resolution to increase its capital by the number of Shares for which the Option has been exercised.
6. The Employee hereby irrevocably confirms and agrees that:
- (i) Options shall be granted on the general terms and conditions laid down in the Plan, a copy whereof has been made available to the Employee before this Agreement is signed, and the Employee has taken note of the terms and conditions of the Plan and accepts them. The provisions of the Plan shall be deemed incorporated herein;
 - (ii) The value of the Shares may vary and neither the Company nor any of its Subsidiaries, any member of the Board of Directors, any agent, employee and/or shareholder of the Company assumes any responsibility and/or liability or gives any warranty as to the economic development of the Company and the value of Shares which the Employee may subscribe upon exercise of the Options granted under this Agreement;
 - (iii) Any taxes and social security payments (if any), payable in relation to the grant and / or exercise of the Options, shall be borne by the Employee and where the applicable law so provides, the Company shall withhold and pay the relevant amounts.

[other specific rules and covenants, if any]

7. Capitalized terms and phrases, unless specifically defined herein, shall have the meanings assigned to such terms and phrases in the Plan.
8. In the event of conflict between the provisions of this Agreement and the Plan, this Agreement shall prevail.

9. This Agreement may be signed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, acting in person or by their duly authorized representatives, have caused this Option Agreement to be executed on their behalf on the date first above written.

For WISER TECHNOLOGY AD:

By: _____

Name **[Name]**

Capacity: *[please specify capacity – legal representative, authorized representative, etc.]*

For the Employee:

By: _____

Name **[Name]**

Exhibit No. 2

Indicative Vesting Schedule (see Section 5.4.2 of the Plan)

On the condition that:

The Employee entered into an employment contract / management contract / was appointed with/in the Company or its Subsidiary on January 1, 2022.

The Employee entered into an Option Agreement on the same date (January 1, 2022) which is designated as Date of Grant. The Cliff is 6 months from the Date of Grant and ends on July 1, 2022. The aggregate Vesting Period is 48 months from the Date of Grant and, after the Cliff has expired, a fraction of 1/42 of the Options granted to the Employee shall vest every calendar month from the end of the Cliff period.

No circumstances have occurred which – according to the provisions of the Plan and the Option Agreement – give rise to forfeiture of Options or suspension and extension of the Vesting Period.

Total number of options granted to Employee	<u>420</u>							
Vesting date	1 Jan 2022 – 1 Jul 2022	1 Aug 2022	1 Sept 2022	1 Oct 2022	1 Nov 2022	1 Dec 2022	...	1 Jan 2026
Number of Vested Options for the relevant period	0 (Cliff)	10 (fraction of 1/42)	10 (fraction of 1/42)	10 (fraction of 1/42)	10 (fraction of 1/42)	10 (fraction of 1/42)	...	10 (fraction of 1/42)
Total Vested Options of Employee	0 (Cliff)	10 (fraction of 1/42)	20 (fraction of 2/42)	30 (fraction of 3/42)	40 (fraction of 4/42)	50 (fraction of 5/42)	...	420 (fraction of 42/42)

Exhibit No. 3

Form of Notice of Exercise (see Section 7.2 of the Plan)

NOTICE OF EXERCISE OF OPTIONS

TO:

WISER TECHNOLOGY AD, shareholding company organised and existing under the laws of the Republic of Bulgaria, registered in the Commercial Registry at the Registry Agency with UIC 175061032, with its head office and registered address located at Synergy Tower, fl. 15, 111R Tsarigradsko Shose Blvd., 1784 Sofia, email [*email address*]

FROM:

[**Name**], citizen of [*country*], PIN/date of birth: [*please specify PIN for Bulgarian citizens or date of birth for foreign citizens*], mailing address [*physical address*], email [*email address*]

SUBJECT:

Exercise of Vested Options under Option Agreement dated [*date*]

Dear members of the Board of Directors,

This Notice of Exercise of Option is made pursuant to the Option Agreement dated [*date*] (**the "Option Agreement"**) entered into by and between WISER TECHNOLOGY AD (the "Company") and me, and I hereby expressly and irrevocably desire to exercise the Vested Options set forth below in accordance with the terms and conditions laid down in the Option Agreement and the Company's Employee Share Option Plan (**the "Plan"**).

Total Options granted under the Option Agreement: [*please specify*]

Total Vested Options at the date of this Notice: [*please specify*]

Number of Vested Options exercised by this Notice: [*please specify*]

Aggregate Exercise Price for Vested Options exercised by this Notice:
[*please specify*]

I declare my willingness to pay the full aggregate Exercise Price for the Vested Options being exercised by this Notice, within 15 days from the date of receipt of notification

from the Company of a validly passed resolution to increase its capital by the number of Shares in respect of which the Option has been exercised.

Capitalized terms and phrases, unless specifically defined herein, shall have the meanings assigned to such terms and phrases in the Plan.

By: _____

Name ***[Name]***

Date: ***[Date]***