



NOTICE OF ANNUAL GENERAL MEETING IN THIN FILM ELECTRONICS ASA

The Annual General Meeting of Thin Film Electronics ASA ("the Company") will take place:

Thursday 3 June 2021 at 09.00 hours CET

At the date of the instant notice the Company's registered share capital amounts to NOK 128,571,605.58 divided into 1,168,832,778 shares with par value per share of NOK 0.11. Each share gives right to one vote at the Annual General Meeting. At the date of the instant notice, the Company does not hold any of its own shares. The Company's Articles of Association, last amended on 24 March 2021, is printed in the annual report for 2020 and is available at www.thinfilmssystems.com.

Reference is made to the corona pandemic and the temporary statute approved by the Norwegian government on 26 May 2020 allowing the Board to determine that general meetings may be held by electronic participation. On this background, the Board has determined that the Annual General Meeting will be held as an electronic meeting, allowing the shareholders to participate electronically by following the Meeting through a live audiocast, submitting questions in writing during the Meeting and exercise voting rights through the electronic system. See the enclosed briefing on how to participate online at the Annual General Meeting.

If you wish to participate at the Annual General Meeting, we ask that you submit the enclosed Notice of Attendance/Power of Attorney form to: DNB Bank ASA, Verdipapirtjenester, to arrive no later than 1 June 2021 at 12.00 hrs. The Notice of Attendance/Power of Attorney form provides more information about attendance, voting etc. According to the Company's Articles of Association, shareholders who have not timely given such Notice of Attendance may be barred from participating in the Meeting.

The Board invites the shareholders to submit questions to the Board in advance, and to exercise their voting rights by submitting Power of Attorney forms with voting instructions prior to the Meeting.

Each shareholder may be accompanied by one adviser and the adviser may submit questions on behalf of the shareholder at the Annual General Meeting. Furthermore, shareholders have the right to request information from the board members and the managing director in accordance with Section 5-15 of the Norwegian Public Limited Companies Act ("PLCA").

The instant notice with attachments and other documents related to the Annual General Meeting are available at www.thinfilmssystems.com or can be requested from the Company at no charge from info@thinfilmssystems.com.

The Annual General Meeting will consider and resolve the following matters. For the avoidance of doubt, it is noted that any shareholder has the right to put forward alternative resolutions on the various agenda items.

1. Registration of participating shareholders / Election of a person to chair the Meeting and a person to sign the minutes

The Annual General Meeting will be opened by the Chair of the Board of Directors (the "Board") of the Company, Mr. Morten Opstad. The Board proposes that Mr. Morten Opstad shall be elected to chair the meeting, and that a person shall be elected to co-sign the minutes.

2. Approval of the notice and the agenda of the Meeting

3. Approval of the Annual Financial Statements and Annual Report for 2020

The annual financial statements and the annual report for 2020 are available at www.thinfilmsystems.com or can be requested from the Company at no charge from info@thinfilmsystems.com. The Board proposes to the Annual General Meeting that the 2020 annual financial statements and annual report shall be approved in all respects.

4. Guidelines for remuneration of the management

Pursuant to Section 6-16a of the PLCA, the Board has prepared guidelines for remuneration of executive management. The guidelines, which shall be approved by the Annual General Meeting, are available at www.thinfilmsystems.com or can be requested from the Company at no charge from info@thinfilmsystems.com.

The Board proposes the following resolution:

The Annual General Meeting approves the guidelines on executive remuneration, conf. Section 6-16a of the PLCA, as presented by the Board to the Annual General Meeting and attached to these minutes as Appendix 1. The Board may only under special circumstances deviate from the guidelines and only to the extent allowed and in accordance with the procedures as set out in the guidelines.

5. Amendment of section 2 of the Company's Articles of Association – The Company's Business

The Board considers that section 2 of the Company's Articles of Association regarding the Company's business, should be amended so that it is more up to date with the Company's current business plans and strategies.

The Board therefore proposes that section 2 of the Company's Articles of Association is amended from:

"The company's business shall encompass multiple complimentary technologies, including but not limited to, enabling Intelligence Everywhere® through near field communications (NFC) solutions, including hardware, software and integration services. The company's business shall also include maximizing the value of its San Jose, California Roll-to-Roll factory's unique combination of capabilities, including roll-based production, process knowhow, and print expertise, which are relevant to market needs for a broad range of applications within flexible large-area electronics. The Company's objectives may be carried out in full internally or in whole or in part externally through collaborative efforts with one or more of the company's ecosystem and commercial partners. The Company's business may be carried out directly by the Company and/or through subsidiary companies. The Company may hold ownership positions in companies with similar activities."

To the following:

"The Company's business shall encompass the development, manufacturing, and sales of solid-state microbatteries. The Company's business shall also include the development of services related to solid-state microbatteries and the maximization of the value of the Company's roll-to-roll facility in San Jose, California. The Company's objectives may be carried out in full internally or in whole or in part externally through collaborative efforts with one or more of the Company's ecosystem and commercial partners. The Company's business may be carried out directly by the Company and/or through subsidiary companies. The Company may hold ownership positions in companies with similar activities."

6. Amendment of section 1 of the Company's Articles of Association – The Name of the Company

The Board will present a proposal to change the name of the Company by amendment of section 1 of the Company's Articles of Association. Such proposal will be provided and announced by the Board prior to or at the Annual General Meeting.

7. Authorizations to the Board to issue new shares

Reference is made to the private placement of shares in the Company on 1 March 2021, which fully utilized the board authorization to increase the Company's share capital, resolved by the Extraordinary General Meeting on 19 August 2020.

The Company has customarily had in place authorizations to the Board to increase the Company's share capital to raise additional capital for the Company if and to the extent that this should be deemed advantageous. Generally, as the Company is working to further develop its business operations, it may be necessary that the Board is able to effect transactions on a short notice. The required 21 days' notice for a general meeting may delay this process. The authorizations from the general meeting to the Board to issue shares in connection with private placements and/or rights issues have historically consistently been limited to 10% of the Company's share capital.

The Board proposes the renewal of board authorizations to issue shares, such authorizations to be maximized individually and collectively to 10% of the registered share capital of the Company at the time of this Annual General Meeting. The authorizations shall expire on the date of the 2022 Annual General Meeting, however not later than 30 June 2022.

By reason of the above, the Board proposes the adoption of the following separate authorizations to the Board to issue shares:

7.1 Board authorization to issue shares in Private Placements:

1. *The Board of Directors of Thin Film Electronics ASA ("the Company") is authorized to carry out one or more share capital increases by issuing a number of shares with a maximum total nominal value of NOK 12,857,160.558 (representing 10 per cent of the Company's registered share capital at the time of the Notice of this Annual General Meeting); provided, however, that in case of any share capital increases resolved between the date of the Notice and this resolution, the maximum total nominal value of this authorization shall be 10% of the enlarged share capital, such maximum number to be inserted in the Minutes of the Annual General Meeting. Moreover, under no circumstances shall the number of shares that may be issued by the Board collectively under agenda subitems 7.1 and 7.2 exceed 10 per cent of the resolved share capital at the time of this authorization. Any and all previous authorizations given to the Board to issue shares shall be, and hereby are, withdrawn with effect from the date this authorization is registered with the Register of Business Enterprises (not including, for the avoidance of doubt, the other authorization contained in this agenda item 7 and the authorization in agenda item 10).*
2. *The authorization may be used in connection with private placements and share issues to suitable investors (which may include existing and/or new shareholders, hereunder employees in the Company and/or its subsidiaries) to raise additional capital for the Company. The authorization does not comprise share capital increases in connection with mergers, cf. Section 13-5 of the PLCA.*

3. *In the event the Company's share capital or the nominal value of the shares is changed by way of a capitalization issue, stock split, stock consolidation, share capital reduction by way of reduction of the par value etc., the maximum nominal value of the shares that may be issued under this authorization shall be adjusted accordingly.*
4. *Existing shareholders waive their preemptive right to subscribe for shares according to the PLCA in event of a share capital increase as authorized herein.*
5. *The Board is authorized to decide upon the subscription terms, including issue price, date of payment and the right to sell shares to others.*
6. *Payment of share capital in connection with a share capital increase authorized herein may be made by way of non-cash contributions and other special subscription terms, as provided in Section 10-2 of the PLCA.*
7. *The General Meeting authorizes the Board to amend the Company's Articles of Association concerning the size of the share capital when the instant authorization is used.*
8. *The authorization shall be valid until the 2022 Annual General Meeting, but not beyond 30 June 2022.*
9. *The new shares, which may be subscribed for according to this authorization, shall have right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered in the Register of Business Enterprises. In other respects, the shares shall have shareholder rights from the time of issuance, unless the Board otherwise determines.*
10. *Shares that are not fully paid cannot be transferred or sold.*

7.2 Board authorization to issue shares in Rights Issues:

1. *The Board of Directors of Thin Film Electronics ASA ("the Company") is authorized to carry out one or more share capital increases by issuing a number of shares with a maximum total nominal value of NOK 12,857,160.558 (representing 10 per cent of the Company's registered share capital at the time of the Notice of this Annual General Meeting); provided, however, that in case of any share capital increases resolved between the date of the Notice and this resolution, the maximum total nominal value of this authorization shall be 10% of the enlarged share capital, such maximum number to be inserted in the Minutes of the Annual General Meeting. Moreover, under no circumstances shall the number of shares that may be issued by the Board collectively under agenda subitems 7.1 and 7.2 exceed 10 per cent of the resolved share capital at the time of this authorization. Any and all previous authorizations given to the Board to issue shares shall be, and hereby are, withdrawn with effect from the date this authorization is registered with the Register of Business Enterprises (not including, for the avoidance of doubt, the other authorization contained in this agenda item 7 and the authorization in agenda item 10).*
2. *The authorization may be used in connection with rights issues to existing shareholders to raise additional capital for the Company. The authorization does not comprise share capital increases in connection with mergers, cf. Section 13-5 of the PLCA.*
3. *In the event the Company's share capital or the nominal value of the shares is*

changed by way of a capitalization issue, stock split, stock consolidation, share capital reduction by way of reduction of the par value etc., the maximum nominal value of the shares that may be issued under this authorization shall be adjusted accordingly.

4. *The Board is authorized to decide upon the subscription terms, including issue price, date of payment and the right to sell shares to others.*
5. *Payment of share capital in connection with a share capital increase authorized herein may be made by way of non-cash contributions and other special subscription terms, as provided in Section 10-2 of the PLCA.*
6. *The General Meeting authorizes the Board to amend the Company's Articles of Association concerning the size of the share capital when the instant authorization is used.*
7. *The authorization shall be valid until the 2022 Annual General Meeting, but not beyond 30 June 2022.*
8. *The new shares, which may be subscribed for according to this authorization, shall have right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered in the Register of Business Enterprises. In other respects, the shares shall have shareholder rights from the time of issuance, unless the Board otherwise determines.*
9. *Shares that are not fully paid cannot be transferred or sold.*

8. 2021 Subscription Rights Incentive Plan

Reference is made to the resolution made in section 6 in the minutes from the Annual General Meeting on 3 June 2020, whereas the Company's 2020 Subscription Rights Incentive Plan ("2020 SR Plan") was approved. Further reference is made to the resolution made in section 7 in the minutes from the Extraordinary General Meeting on 19 August 2020, whereas the 2020 SR Plan was amended and renewed.

The Board proposes a renewed 2021 Subscription Rights Incentive Plan ("2021 SR Plan"), as an incentive program for employees and individual consultants performing similar work of/for the Company ("Staff") for the next one-year period until the 2022 Annual General Meeting. Consistent with past practice, the former plan is closed each time a new plan is implemented, meaning that no further subscription rights will be granted under the former plans.

The Board proposes that the maximum number of subscription rights that may be issued under the 2021 SR Plan is calculated based on the Company's share capital on a Fully Diluted basis (as hereinafter defined) as of the date of this Annual General Meeting. Notwithstanding the foregoing, the number of subscription rights that may be issued under the 2021 SR Plan and collectively under all the Company's subscription rights plans remain limited to 10 % of the issued and outstanding number of shares in the Company at any given time. Practically speaking, this means, by way of illustration, that more incentive subscription rights may be issued once Warrants B and C become exercised, subject to the foregoing limitations.

The Board proposes that the Annual General Meeting passes a resolution for the issuance of subscription rights to Staff in the Company and/or its subsidiaries or affiliates.

The Board believes the Company has possibilities for growth and the Board wishes to retain the services of Staff by allowing them to share the rewards resulting from their efforts.

For US tax purposes, the Board will also propose that the plan document for the 2020 SR Plan, which has been adopted by the Board, is approved by the Company's shareholders. This document is available at www.thinfilmsystems.com or can be requested from the Company at no charge from info@thinfilmsystems.com.

The Board proposes the following resolutions to be approved by the Annual General Meeting:

8.1 Approval of the 2021 Subscription Rights Incentive Plan

The Annual General Meeting resolves a new 2021 Subscription Rights Incentive Plan, whereby the Company may issue independent subscription rights to employees of Thin Film Electronics ASA and its subsidiaries and affiliated companies (hereinafter collectively referred to as the "Company") and to individual consultants performing similar work.

For the avoidance of doubt, the foregoing includes grants of subscription rights to (i) employees of and individual consultants to Thin Film Electronics, Inc., a wholly owned subsidiary of the Company duly organized and existing under the laws of the State of California and/or (ii) other employees or individual consultants within the Thin Film Electronics Group of Companies who are US citizens, US residents within the meaning of Section 7701 of the U.S. Internal Revenue Code of 1986, as amended, and US non-residents who accrue benefits under the 2021 Subscription Rights Incentive Plan during a period of U.S. employment.

Each subscription right shall entitle the holder to demand the issuance of one share in the Company. In the event the Company's share capital or number of shares or kind of shares is changed by way of a capitalization issue, stock split, stock consolidation, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to stockholders other than a normal cash dividend, or other change in the Company's corporate or capital structure that constitutes an equity restructuring transaction etc., the maximum number of subscription rights, the kind of shares to be issued under each subscription right and the consideration for the shares to be issued in the Company upon exercise of the subscription rights, shall be adjusted accordingly and rounded downwards to the nearest whole number.

The number of subscription rights which may be issued shall be a minimum number of one (1) subscription right and a maximum number representing 10% of the Company's Fully Diluted share capital (Fully Diluted means including Warrants B and C that are issued and outstanding, but excluding issued and outstanding incentive subscription rights under the Company's subscription rights programs), such maximum number to be inserted in the Minutes of the Annual General Meeting. Further, the number of issued and outstanding subscription rights under the 2021 Subscription Rights Incentive Plan and collectively under all of the Company's subscription right programs shall not exceed a number corresponding to 10% of the Company's share capital at any given time, subject however to agenda item 9 below.

The subscription rights must be subscribed for at the latest on the day immediately preceding the date of the 2022 Annual General Meeting.

The subscription rights will be granted for no consideration.

The subscription rights shall be non-assignable otherwise than by will or by the laws of descent and distribution.

The vesting schedule for the subscription rights shall be as follows: 50% of the subscription rights will become vested and exercisable on the one-year anniversary of the date of grant and the remaining 50% of the subscription rights will become vested and exercisable on the two-year anniversary of the date of grant. The Board may decide to

establish an accelerated vesting schedule, if deemed appropriate.

Except as otherwise expressly determined by the Board, in the event of a Change of Control, subscription rights shall accelerate and immediately become 100 per cent vested as of the date of the consummation of the Change of Control. For the purpose of this paragraph, Change of Control shall have such customary definition as set out by the Board in the more detailed rules of the subscription rights plan.

The Board shall establish the further rules and procedures in regard to vesting and exercise in cases of resignation or other termination of employment or consulting contract, including subsequent time frames to allow completion of exercise after termination.

In connection with the issuance of subscription rights, and the exercise of any of the subscription rights and the resulting share capital increase in the Company, the existing shareholders waive their preferential right to subscribe for subscription rights or shares, as the case may be, according to the PLCA.

As consideration for the shares to be issued in the Company upon exercise of the subscription rights hereunder, the holders of the subscription rights shall pay to the Company a sum per share, which at least shall equal the greater of; (i) the average closing price of the Company's share, as reported by Oslo Børs, over ten trading days immediately preceding the date of grant of the subscription rights, and (ii) the closing price of the Company's share, as reported by Oslo Børs, on the trading day immediately preceding the date of grant of the subscription rights. Notwithstanding the foregoing, if the subscription right holder is an owner of 10% or more of the Company's shares, in the case of a grant which is an Incentive Stock Option under the U.S. Internal Revenue Code, the exercise price shall be not less than 110% of the greater of (i) the average closing price of the Company's share, as reported by Oslo Børs, over ten trading days immediately preceding the date of grant of the subscription rights and (ii) the closing price of the Company's share, as reported by Oslo Børs, on the trading day immediately preceding the date of grant of the subscription rights.

No subscription rights may be exercised beyond the 5-year anniversary of the date of this resolution. In connection with the issuance of subscription rights, the Company may provide terms and conditions for exercise, as well as imposing restrictions on the sale and transfer of shares issued upon exercise of the subscription rights.

Any shares that are issued by the Company under the subscription rights program shall carry right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered in the Register of Business Enterprises. All other shareholder rights associated with these shares, hereunder those referenced in Section 11-12 (2) no.9 of the PLCA, shall attach from the date of issuance of the said shares.

8.2 Approval of the 2020 Plan document

It is resolved that the 2020 Subscription Rights Incentive Plan, as adopted by the Board, is approved. The Board may amend the 2020 Subscription Rights Incentive Plan subject to the terms and conditions of the 19 August 2020 Extraordinary General Meeting. The 2020 Subscription Rights Incentive Plan, which shall be approved by the Annual General Meeting, is available at www.thinfilmsystems.com or can be requested from the Company at no charge from info@thinfilmsystems.com.

9. Approval and ratification of Anti-dilutive grants

Reference is made to the resolutions in items 7 and 8 in the minutes of the Extraordinary General Meeting held on 19 August 2020, whereby the Extraordinary General Meeting approved, in item 7, the 2020 Subscription Rights Incentive Plan for employees ("2020 SR Plan"), and in item 8, the equivalent program for grants of subscription rights to the members of the Board (the "2020 Board Plan"). Due to the substantial number of warrants issued in connection with the two private placements in 2020, the maximum numbers of subscription rights issuable under the 2020 SR Plan and 2020 Board Plan were calculated based on a percentage of the share capital on a "Fully Diluted" basis, taking into account issued and outstanding warrants, but always limited to 10% and 2%, respectively, of the Company's share capital. Practically speaking, this means that more incentive subscription rights may be issued, as anti-dilution grants, once warrants become exercised ("Anti-dilutive Grants").

Both resolutions in items 7 and 8 in the minutes of the 19 August 2020 Extraordinary General Meeting contained an authorization to the Board to set the exercise price per share for the subscription rights equal to the subscription price in the private placement resolved at such Extraordinary General Meeting, being NOK 0.15. The Company intended that Anti-dilutive Grants would be made under the respective plans following the expiration date of Warrants A, B and C, so that the number of subscription rights issued were proportionate to, respectively, the percentage of Warrants A, B and C exercised.

However, due to US tax laws, US employees and directors could not be issued subscription rights with an exercise price below fair market value, as that term is defined under US tax laws, meaning that the Extraordinary General Meeting's intention to issue initial grants and Anti-dilutive Grants at an exercise price of NOK 0.15 per share could not be utilized in respect of US employees and board members. The 19 August 2020 Extraordinary General Meeting therefore authorized the Board to set a higher exercise price if necessary due to applicable tax laws. As set out in agenda item 10 below, the Board intends to compensate US persons for the valuation gap between the intended exercise price of NOK 0.15 per share and the exercise price ultimately determined in accordance with US tax laws ("Valuation Gap")

Anti-dilutive Grants were made in January 2021 to compensate for the exercise of Warrants A and a portion of Warrants B in the Company; however, were issued with an exercise price equal to fair market value as of the date of grant to the US employees and board members, and to NOK 0.15 to the European board members.

The Board has concluded that it would be beneficial for the Company, the subscription rights holders, and the shareholders to make an Anti-dilutive Grant at this time, to compensate for the dilutive effect that the exercise of Warrants B and C will have. Due to the requirement that the Anti-dilutive Grants to US persons must be made with an exercise price equal to fair market value, the Board believes that the price difference between NOK 0.15 and market price is very likely to increase between now and the expiration dates for Warrants B and C, respectively. An increased price difference may complicate the issuance of Anti-dilutive Grants and increase the Valuation Gap to be compensated by the Company.

The Company's Board of Directors has therefore resolved, on 12 May 2021, to grant a total of 54,334,574 subscription rights to US employees in the Group, such grants made under the resolution in item 7 of the 19 August 2020 Extraordinary General Meeting, and a total of 13,583,644 subscription rights to members of the Board of Directors, such grants made under the resolution in item 8 of the 19 August 2020 Extraordinary General Meeting (although not affected by US tax laws, the European directors were included to ensure equal treatment of the directors), the foregoing totaling 67,918,218 subscription rights (the "Warrants B and C Anti-dilutive Grant"). The grants were announced on Oslo Børs on 12 May 2021.

The Warrants B and C Anti-dilutive Grant will temporarily cause the total number of issued and outstanding subscription rights to exceed the limits imposed by the 19 August 2020 Extraordinary General Meeting in respect of the 2020 SR Plan and 2020 Board Plan, these limits being 10 % and 2 %, respectively, of the Company's share capital. The Warrants B and C Anti-

dilutive Grant has therefore been made subject to approval by the 2021 Annual General Meeting to the extent exceeding these limitations. Moreover, the Warrants B and C Anti-dilutive Grant is calculated assuming a 100 % exercise of Warrants B and C. The final exercise percentage will not be known until after the expiration date of said warrants, respectively on 30 June 2021 for Warrants C and 20 August 2021 for Warrants B. Following said expiration dates, and to the extent Warrants B and C are not exercised, the proportionate number of subscription rights granted under the Warrants B and C Anti-dilutive Grant will automatically be subject to cancellation and forfeiture.

In light of the above, the Board proposes that the Annual General Meeting approves and ratifies the Warrants B and C Anti-dilutive Grant, resolved by the Board on 12 May 2021, and that the following resolution is made:

It is resolved that the Board's resolution on 12 May 2021 to grant a total of 67,918,218 subscription rights to certain employees and members of the Board, such grant temporarily exceeding the limits of the number of subscription rights that can be issued pursuant to the resolutions resolved by the 19 August 2020 Extraordinary General Meeting, is ratified and approved to the extent exceeding such limitations, on the conditions set by the Board. The subscription rights are otherwise subject to the terms set forth in the resolutions by the 19 August 2020 Extraordinary General Meeting.

10. Authorization to the Board to issue shares in connection with Restricted Stock Units ("RSUs").

Reference is made to the introduction in agenda item 9 of this Notice, specifically regarding the issuance of subscription rights to US employees and board members. Reference is also made to the resolutions in items 7 and 8 in the minutes of the Extraordinary General Meeting held on 19 August 2020.

The Company could not, due to US tax laws, issue subscription rights to US employees and members of the board with an exercise price of NOK 0.15, as initially intended. Issuance of subscription rights to US employees, referenced in item 7 in the minutes of the 19 August 2020 Extraordinary General Meeting, have been issued at fair market value. Issuances of subscription rights to the Board, referenced in item 8 in the minutes of the 19 August 2020 Extraordinary General Meeting, have been issued at fair market value for the US board members, and with an exercise price per share of NOK 0.15 for the European Board Members.

To compensate the affected US employees (being employees as of date of the 19 August 2020 Extraordinary General Meeting) and US board members ("Affected Parties") for the Valuation Gap (as defined in agenda item 9 above), the Board proposes to issue so-called restricted stock units ("RSUs"), a type of option which in the future, subject to a vesting schedule, will entitle the holder to shares in the Company. The Board believes that the issuance of RSUs to the Affected Parties is the most suitable way to compensate for the Valuation Gap, considering both Norwegian and US law. For the avoidance of doubt, the issuance of RSUs by the Company is proposed solely to ensure fair and equal treatment of the Company's employees and board members and that they will receive the economic terms intended by the 19 August 2020 Extraordinary General Meeting.

The Board proposes that an authorization is given to the Board to issue shares in connection with the issuance of RSUs to the Affected Parties, as described above. The Board will then, following the expiration date of Warrants C on 30 June 2021 and Warrants B on 20 August 2021, calculate the number of RSUs to be issued to each of the Affected Parties, and subsequently utilize the authorization. The RSUs will not entitle the holder to shares in the Company prior to the RSUs vesting. The Board estimates that the RSUs will vest on 1 June 2023. However, this is currently merely an estimation, and the Board is free to determine a different vesting schedule prior to the issuance of said RSUs; provided, however, that if such vesting and accompanying issuance of shares occur subsequent to the expiration of the proposed board authorization to

issue shares for this purpose, the share issue is subject to a renewal of such authorization by the general meeting of shareholders. The vesting schedule and other relevant details shall be stated in the minutes of the Board meeting which resolves the issuance of RSUs, with a subsequent announcement on Oslo Børs.

Compliant with applicable laws, the RSU holder will have to pay the Company the par value of any shares, NOK 0.11, that are issued under the authorization.

Because the calculation of the total number of shares to be issued and, by implication, the total nominal value correspondent with said shares, will depend on, inter alia, the total number of Warrants B and C exercised prior to their expiration dates, the Board cannot at this time estimate the exact numbers for the authorization in this agenda item 10. The Board has therefore proposed that the authorization is limited to a total nominal value which, based on the Board's best effort calculations, will prove sufficient for the issuance of RSUs.

By reason of the above, the Board proposes the adoption of the following authorization to the Board to issue shares:

1. *The Board of Directors of Thin Film Electronics ASA ("the Company") is authorized to carry out one or more share capital increases by issuing a number of shares with a maximum total nominal value of NOK 7,535,000.*
2. *The authorization may be used in connection with share issues to employees in the Company and/or its subsidiaries as of the date of the 19 August 2020 Extraordinary General Meeting and/or US members of the Board of Directors in the Company. The authorization does not comprise share capital increases in connection with mergers, cf. Section 13-5 of the PLCA.*
3. *In the event the Company's share capital or the nominal value of the shares is changed by way of a capitalization issue, stock split, stock consolidation, share capital reduction by way of reduction of the par value etc., the maximum nominal value of the shares that may be issued under this authorization shall be adjusted accordingly.*
4. *Existing shareholders waive their preemptive right to subscribe for shares according to the PLCA in event of a share capital increase as authorized herein.*
5. *The subscription price per share hereunder shall equal the par value of the share. Otherwise, the Board is authorized to decide upon the vesting and subscription terms, including date of payment and the right to sell shares to others. In respect of share issues to US members of the Board, the resolution to issue such shares shall be based on the same calculation methodology as applied in respect of the employees and be approved by the disinterested members of the Board.*
6. *Payment of share capital in connection with a share capital increase authorized herein may be made by way of non-cash contributions and other special subscription terms, as provided in Section 10-2 of the PLCA.*
7. *The General Meeting authorizes the Board to amend the Company's Articles of Association concerning the size of the share capital when the instant authorization is used.*
8. *The authorization shall be valid until 3 June 2023.*
9. *The new shares, which may be subscribed for according to this authorization, shall have right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered*

in the Register of Business Enterprises. In other respects, the shares shall have shareholder rights from the time of issuance, unless the Board otherwise determines.

10. *Shares that are not fully paid cannot be transferred or sold.*

11. Authorization to the Board to acquire its own shares

The Annual General Meeting on 3 June 2020 resolved an authorization to the Board for the Company to acquire its own shares. The authorization expires on the date of the 2021 Annual General Meeting.

Generally, the Board believes that acquisition of own shares may be in the interest of the Company, among other reasons, for the purpose of increasing the return for the Company's shareholders. For example, acquisition of own shares may be desirable in a situation where the Company's equity and liquidity position is good, while there at the same time is limited access to attractive investment possibilities. In general, acquisition of own shares is considered as a positive sign by the stock market as it demonstrates a focus and emphasis on shareholder values.

By reason of the above and to comply with the requirements in Section 9-4 of the PLCA, the Board proposes that the Annual General Meeting passes the following resolution:

1. *In accordance with Sections 9-4 and 9-5 of the PLCA, the Board of Directors of Thin Film Electronics ASA (the "Company") is authorized to acquire the Company's own shares, through ownership or a charge, for a total nominal value of up to NOK 12,857,160.558 (representing 10 per cent of the Company's registered share capital at the time of the Notice of this Annual General Meeting); provided, however, that in case of any share capital increases resolved between the date of the Notice and this resolution, the maximum total nominal value of this authorization shall be 10% of the enlarged share capital, such maximum number to be inserted in the Minutes of the Annual General Meeting.*
2. *Under this authorization, the Board of Directors shall pay at a minimum NOK 0.11 per share and at a maximum the closing price per share, as reported by Oslo Børs, as of the close of trading the day the offer of acquisition is made, provided, however, that the amount shall not exceed the amount of NOK 1,000 per share.*
3. *The Board is authorized to decide upon the manner and terms of the acquisition, disposition, transfer and sale of own shares, while taking into account the statutory requirement of equal treatment of shareholders.*
4. *In the event the Company's share capital is changed by way of a capitalization issue, stock split, stock consolidation, share capital reduction by way of reduction of the par value etc., the maximum nominal value of the shares that may be acquired, the minimum price per share, and maximum price per share shall be adjusted accordingly.*
5. *The authorization shall be valid until the 2022 Annual General Meeting, but no later than 30 June 2022.*

12. Board election

The Board's current members are presented in the 2020 annual report. The Nomination Committee's recommendation on this subject will be presented prior to the Annual General Meeting.

13. Resolution of the remuneration of Board members

13.1 Remuneration to the members of the Board for the period 2021-2022

The proposal from the Nomination Committee on this subject will be presented prior to the Annual General Meeting.

13.2 Remuneration to Morten Opstad for services as Chair

The proposal from the Nomination Committee on this subject will be presented prior to the Annual General Meeting.

14. Remuneration to the Nomination Committee

The proposal from the Nomination Committee on this subject will be presented prior to the Annual General Meeting.

15. Nomination Committee Election

The proposal from the Nomination Committee on this subject will be presented prior to the Annual General Meeting.

16. Approval of the remuneration of the auditor

The Board proposes that the Annual General Meeting approves the payment of the auditor's fees for 2020 according to invoice.

12 May 2021
Thin Film Electronics ASA

Morten Opstad
Chair of the Board of Directors

Ref no:
PIN code:
Notice of Annual General Meeting

An Annual General Meeting in Thin Film Electronics ASA will be held on 3 June 2021 at 09:00 a.m. Virtual.

The shareholder is registered with the following amount of shares at summons: _____

IMPORTANT MESSAGE:

In accordance with Norwegian temporary legislation exempting companies from physical meeting requirements to reduce Covid-19 risk, the Annual General Meeting will be held as a digital meeting only, with no physical attendance for shareholders.

Please log in at <https://web.lumiagm.com/104306764>

You must identify yourself using the reference number and PIN code from VPS that you will find in investor services (Corporate Actions – General Meeting – click ISIN) or sent you by post (for non-electronic actors). Shareholders can also get their reference number and PIN code by contacting DNB Bank Verdipapirservice by phone +47 23 26 80 20 (8:00 a.m. to 3:30 p.m.) or by e-mail genf@dnb.no.

On the company's web page <https://www.thinfilmsystems.com/investor-relations/general-meeting-information/> you will find an online guide describing more in detail how you as a shareholder can participate in the virtual Annual General Meeting.

Notice of attendance

Shareholders are only allowed to participate online due to the Covid-19 situation. See separate guide on how shareholders can participate virtually. Registration is required to participate online, and shareholders must be logged in before the meeting starts. **If you are not logged in before the general meeting starts, you will not be able to attend.** Log in starts an hour before.

The undersigned will attend the Annual General Meeting on 3 June 2021 and vote for:

A total of _____
 Own shares
 Other shares in accordance with enclosed Power of Attorney
 Shares

This notice of attendance must be received by DNB Bank ASA no later than 12 noon (CET) on 1 June 2021.

Notice of attendance may be sent electronically through the Company's website www.thinfilmsystems.com menu item INVESTORS or through VPS Investor Services. To access the electronic system for notification of attendance through the Company's website, the above-mentioned reference number and PIN code must be stated. It may also be sent by e-mail: genf@dnb.no. Regular mail to DNB Bank ASA, Registrar's Department, P.O.Box 1600 Sentrum, 0021 Oslo, Norway.

Place _____	Date _____	Shareholder's signature _____ (If attending personally. To grant a proxy, use the form below)
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Please note that shareholders who do not wish to participate online have the opportunity to authorize another person. Information on how this can be done follows:

Proxy without voting instructions for Annual General Meeting of Thin Film Electronics ASA

Ref no:
PIN code:

Proxy should be registered through the Company's website www.thinfilmsystems.com menu item INVESTORS or through VPS Investor Services.

For granting proxy through the Company's website, the above-mentioned reference number and PIN code must be stated. In VPS Investor Services chose *Corporate Actions and General Meeting and click ISIN*.

If you are not able to register this electronically, you may send by E-mail to genf@dnb.no, or by regular Mail to DNB Bank ASA, Registrars Department, P.O.Box 1600 Centrum, 0021 Oslo, Norway. The proxy must be received no later than **1 June 2021 at 12 noon (CET)**. If a shareholder who wishes to give proxy is a company, the company certificate must be attached. If you do not state the name of the proxy holder, the proxy will be given to the Chair of the Board of Directors or an individual authorised by him or her.

The undersigned _____
 hereby grants (tick one of the two)

☐ the Chair of the Board of Directors (or a person authorised by him or her), or

☐ _____
 (Name of proxy holder in capital letters)

proxy to attend and vote for my/our shares at the Annual General Meeting of Thin Film Electronics ASA on 3 June 2021.

Place _____	Date _____	Shareholder's signature (only for granting proxy) _____
-------------	------------	---

Ref no:
PIN code:
Proxy with voting instructions for Annual General Meeting in Thin Film Electronics ASA

If you are unable to attend the meeting, you may use this proxy form to give voting instructions to Chair of the Board of Directors or the person authorised by him or her. Instruction to other than Chair of the Board should be agreed directly with the proxy holder.

Proxies with voting instructions cannot be submitted electronically, and must be sent to genf@dnb.no (scanned form) or by regular Mail to DNB Bank ASA, Registrars' Department, P.O.Box 1600 Centrum, 0021 Oslo, Norway. The form must be received by DNB Bank ASA, Registrars' Department no later than **1 June 2021 at 12 noon (CET)**. If a shareholder who wishes to give proxy is a company, the company certificate must be attached.

Proxies with voting instructions must be dated and signed in order to be valid.

The undersigned:

hereby grants the Chair of the Board of Directors (or the person authorised by him or her) proxy to attend and vote for my/our shares at the Annual General Meeting of Thin Film Electronics ASA on 3 June 2021.

The votes shall be exercised in accordance to the instructions below. If the sections for voting are left blank, this will be counted as an instruction to vote in accordance with the Board's and Nomination Committee's recommendations. However, if any motions are made from the attendees in addition to or in replacement of the proposals in the Notice, the proxy holder may vote at his or her discretion. If there is any doubt as to how the instructions should be understood, the proxy holder may abstain from voting.

Agenda for the Annual General Meeting 2021		For	Against	Abstention
1	Election of a person to chair the meeting and a person to sign the minutes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Approval of notice and the agenda of the Meeting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Approval of the Annual Financial Statements and Annual Report for 2020	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Guidelines for remuneration of the management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Amendment of section 2 in the Company's Articles of Association – the Company's business	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Amendment of section 1 of the Company's Articles of Association – the Name of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.1	Board authorization to issue shares in Private Placements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2	Board authorization to issue shares in Rights Issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.1	Approval of the 2021 Subscription Rights Incentive Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2	Approval of the 2020 Plan document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Approval and ratification of Anti-dilutive grants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Authorization to the Board to issue shares in connection with Restricted Stock Units ("RSUs")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Authorization to the Board to acquire its own shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Board election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.1	Remuneration to the members of the Board for the period 2021-2022	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.2	Remuneration to Morten Opstad for services as Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Remuneration to the Nomination Committee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Nomination Committee Election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Approval of the remuneration of the auditor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Place

Date

Shareholder's signature (Only for granting proxy with voting instructions)

GUIDE FOR ONLINE PARTICIPATION ON THE ANNUAL GENERAL MEETING IN THIN FILM ELECTRONICS ASA ON 3 JUNE 2021

Thin Film Electronics ASA will hold an annual general meeting on 3 June 2021 at 9 am (CET) as a digital meeting, where you get the opportunity to participate online with your PC, phone or tablet. Below is a description of how to participate online. We also point out that instead of participating online, you have the opportunity to give a proxy before the meeting. See the notice for further details on how to submit a power of attorney. If you give a proxy with voting instructions, you can still choose to log in to the general meeting and override your vote on the individual items. If you have given an open power of attorney, but still log in to the virtual meeting, you will reclaim your voting rights and must vote online.

By attending the online, shareholders will access a live webcast of the meeting, submit questions relating to the items on the agenda and cast votes on each item on the agenda. Secure identification of shareholders is done by using the unique reference number and PIN code assigned to each shareholder by the Norwegian Central Securities Depository (In Norwegian either "Verdipapirsentralen" or "VPS") in relation to this General Meeting.

Pre-registration is needed for attending online (please see the Notice of Attendance form), and you **must be logged in before the meeting starts** in order to attend. The following pages will provide you with a brief guide on how to access, participate and submit your votes at the online General Meeting.

Shareholders who do not find their reference number and PIN code for access or have other technical questions is welcome to call DNB Registrars Department by phone + 47 23 26 80 20 (between 08:00-15:30), or send an e-mail to genf@dnb.no

HOW TO ACCESS THE ONLINE EGM

STEP 1

In order to participate online you need access to the Lumi solution by doing either of the following:

- Use the Lumi AGM app:**
Download the Lumi AGM app from the Apple App Store or Google Play Store by searching for Lumi AGM, or
- Visit <https://web.lumiagm.com>:**
Go to the Lumi AGM website <https://web.lumiagm.com> either on your smartphone, tablet or computer. You will need the latest versions of Chrome, Safari, Internet Explorer 11, Edge or Firefox. Please ensure your browser is compatible.

STEP 2

Once you have either downloaded the **Lumi AGM app** or entered <https://web.lumiagm.com> into your web browser, you'll be asked to enter the following **meeting ID** and click **Join**:

Meeting ID:104-306-764

Or use this link

<https://web.lumiagm.com/104306764>

and you will go straight to Step 3

STEP 3

You will then be required to enter your ID:

- Reference number from VPS for this General Meeting.**
- PIN code from VPS for this General meeting**

You will be able to log in one hour before the meeting starts.

When successfully authenticated, the info screen will be displayed. You can view company information, submit questions relating to the items on the agenda and live stream the webcast.



HOW TO RECEIVE YOUR REFERENCE NUMBER AND PIN CODE


All shareholders registered in the VPS are assigned their own unique reference and PIN code for use in the General Meeting, available to each shareholder through VPS Investor Services. Access VPS Investor Services, select Corporate Actions, General Meeting. Click on the ISIN and you can see your reference number (Ref.nr.) and PIN code.

All VPS registered shareholders have access to VPS Investor Services through www.vps.no or internet bank. Contact your VPS account operator if you do not have access.

Shareholders who have not selected electronic corporate messages in investor Services will also receive their reference number and PIN code by post together with the summons from the company (on the proxy form).

Nominee registered shareholders: Shares held through nominee accounts (not relevant for Norwegian shareholders) must be transferred to a segregated VPS account registered in the name of the shareholder to have voting rights on the General Meeting. Once shares are transferred to the segregated VPS account, a reference number and PIN code are assigned to this account. Please contact your custodian for further information and/or instructions on obtaining your reference number and PIN code for nominee registered shares.

HOW TO VOTE

When the General Meeting starts, all items will be open for voting. Items are closed as the general meeting deals with them. By clicking on the polling icon  on the screen you will access the resolutions and voting choices will be displayed.

To vote, simply select your voting direction from the options shown on screen. A confirmation message will appear to show your vote has been received.

For - Vote received

To change your vote, simply select another voting direction. If you wish to cancel your vote, please press Cancel.


Once the chairperson has opened voting, voting on any item can be performed at any time during the meeting until the chairperson closes the relevant voting on the specific resolution. Your last choice before the voting is closed will be final and cannot be changed.

Logged in shareholders who have given a proxy or voting instructions, may override their previous registration item by item, by voting under the relevant agenda item in the meeting.



QUESTIONS TO THE CHAIRPERSON

Questions or messages relating to the items on the agenda can be submitted by the shareholder or appointed proxy at any time during the Q&A session up until the chairperson closes the session.

If you would like to ask a question relating to the items on the agenda, select the messaging icon. 

Type your message within the chat box at the bottom of the messaging screen. Once you have completed your message, click the Send button.

Questions submitted online will be moderated before being sent to the chairperson to avoid repetition and to remove any inappropriate language. All questions and messages will be presented with the full name and identity of the shareholder raising the question.

DOWNLOADS

Links will be available on the info screen. When you click on a link, the selected document will open in your browser.

Data usage for streaming the annual shareholders' meeting or downloading documents via the EGM platform varies depending on individual use, the specific device being used for streaming or download (Android, iPhone, etc) and your network connection (3G, 4G).

Executive Remuneration Policy

Guidelines prepared by the Board of Directors in Thin Film Electronics ASA to be approved at the annual general meeting on 3 June 2021

GUIDELINES FOR REMUNERATION TO EXECUTIVES

These guidelines regarding remuneration to executives at Thinfilm have been approved by the board of directors of Thin Film Electronics ASA ("Thinfilm" or the "Company") in accordance with the Norwegian Public Limited Liability Companies Act Section 6-16a and related regulations. The guidelines have been prepared for approval by the Company's annual general meeting in 2021, and will apply until the Company's annual general meeting in 2025, unless amended or replaced earlier.

MEMBERS OF EXECUTIVE MANAGEMENT

These guidelines apply to remuneration to executives in the Company. For the purposes of these guidelines, executives include the CEO and certain other executives who, from time to time, are members of the group management and directly report to the CEO.

PURPOSE AND GENERAL REMUNERATION PRINCIPLES

Thinfilm is energizing innovation with ultrathin, flexible, and safe energy storage solutions for wearable devices, connected sensors, and beyond. Thinfilm's innovative solid-state lithium battery (SSLB) technology is uniquely positioned to enable the production of powerful, lightweight, and cost-effective rechargeable batteries for diverse applications. The Company's state-of-the-art flexible electronics manufacturing facility, located in the heart of Silicon Valley, combines patented process technology and materials innovation with the scale of roll-to-roll production methods to bring the advantages of SSLB technology to established and expanding markets. More information regarding the Company's strategic priorities can be found in the Company's annual report and on the Company's website (www.thinfilmsystems.com).

To successfully implement the Company's strategy and safeguard the long-term interests of the Company, the Company must be able to recruit, develop and retain Executives with relevant competence, expertise and advanced leadership skills. It is therefore important that the Company offers its Executives terms that provide motivation, are in line with the market level, and are reasonably based on Executives' competence, responsibility and performance. It is fundamental for the Company's policies to be consistent with financial sustainability and the overall level of remuneration does not entail an unreasonable burden on the Company's liquidity and equity. The remuneration guidelines seek to provide a clear framework for Executive remuneration to create an environment that supports the Company's strategy, long-term goals and contribute to increased shareholder value.

In the preparation of these guidelines, the salary and terms of employment of other employees have been taken into consideration, so that the remuneration offered to the executives is not in an unreasonable disproportion compared to the salary otherwise offered by the Company to its employees.

Thinfilm seeks a performance based culture, where the individual achievement is clearly aligned with the Company's overall strategic objectives. The Company evaluates and rewards the Executives based on their contributions to the achievement of the corporate objectives set early in the year. The performance of each Executive is reviewed on an annual basis.

Executives' remuneration in Thinfilm shall be determined based on the following four (4) main principles.

1. Remuneration shall be market competitive

Thinfilm shall offer market competitive reward opportunities to its Executives to enable the Company to attract, retain, and motivate the talent needed to achieve the Company's mission and business objectives. The Company recognizes that it operates in a highly competitive geographical area and industry, and that the competitive reward opportunities for high performance talent shall be aligned with its industry and location.

2. Remuneration shall be motivational

An appropriate proportion of the total remuneration to each Executive shall be performance based to ensure reward is linked to the achievement of key strategic, operational and financial objectives with a balance of short-term and long-term performance components. Executives' remuneration shall be structured to drive motivation and encourage improvements in business performance and shareholder value.

3. Remuneration shall be flexible, allowing adjustment over time

Compensation decisions will be aligned and consistent with our principles and policies. The compensation practices shall be flexible enough to evolve as Thinfilm's priorities change and the markets in which the Company operates evolve.

4. Remuneration shall be aligned with the interests of the Company's shareholders

Thin Film Electronics compensation programs shall align the long-term interests of all employees with those of its shareholders. The Company balances the need to provide market competitive levels of reward against a desire to be cost-effective when determining reasonable and responsible reward outcomes.

PROCESS FOR DETERMINATION OF REMUNERATION

Remuneration to the CEO shall be decided by the board of directors in line with approved policies following preparation and recommendation by the Chairman of the Board. Remuneration to other Executives shall be decided by the CEO in line with approved policies and in consultation with the board's compensation committee, or in the absence of a compensation committee, with the board. All grants of subscription rights or other equity based compensation is and will be subject to board review

and approval. The CEO and other members of the management shall not participate in the board of directors' discussions and decisions on remuneration related to matters that pertain to them.

ELEMENTS OF REMUNERATION

The remuneration to the executives covered by these guidelines may consist of fixed cash salary, variable cash salary, insurance, retirement contribution, participation in the Company's equity program, and severance agreements as required.

Principles for fixed cash salary. The fixed cash salary shall be in line with market conditions, be competitive, and shall take into account the scope and responsibility associated with the position, as well as the skills and experience of each executive. Fixed cash salary is normally reviewed annually.

Principles for variable cash salary (i.e., cash bonuses) shall be based on a set of predetermined and measurable performance criteria that reflect the key elements of the Company's business strategy, long-term interests, and sustainable business practices. Such performance criteria shall consist of key performance goals both for the Company's overall and financial performance as well as individual performance. The Company's annual bonus program includes various components such as revenue generation, and other financial and operational components. The components are defined and measurable.

In addition to financial (such as revenue and profit) components, additional metrics typically comprise of the following:

- Commercial and product metrics, including product development, certifications, and technology roadmap milestones;
- Operational metrics focused on operating expenses and on-time delivery targets; and
- Organizational metrics

The components are selected from the Company's business strategy and operational plans. The variable elements of the remuneration shall promote the Company's goals and align employees' and shareholders motivation. Full "on target" bonus achievement is expressed as a percentage of base pay, up to 100%. In order to have the ability to recognize instances of significant revenue and profitability achievements, bonus awards may exceed on-target levels if certain key Company performance metrics within the plan have been exceeded in any particular year, but may not exceed 200% of annual base pay.

To which extent the criteria for awarding variable cash salary have been satisfied shall be determined when the relevant measurement period of the performance criteria has ended. Such variable cash salary shall be evaluated and documented on an annual basis. Bonus is paid pro rata when the executive has not served the full bonus period. Bonus is normally paid only if the executive remains employed on the bonus payment date.

The board may offer specific one-off bonus payments related to successful completion of certain key projects. Such bonuses will be in addition to any annual bonus. Such one-off bonuses may not exceed 25% of annual base pay in a calendar year.

Bonuses are paid only in arrears. Thinfilm's employment agreements do not have any clawback provisions. In cases of misconduct and misinformation, clawback may or may not be successful based on applicable legislation.

The performance goals for the CEO are set by the Board of Directors. The performance goals for the other executive personnel are set by the CEO. The CEO keeps the board informed both with respect to other executive's performance goals and the program for employees generally.

The Company believes that the performance-based bonus agreement for executive personnel has a motivational effect and therefore is beneficial for the Company and its shareholders in order to reach the Company's business strategy, long-term interests, and sustainable business practices.

Principles for retirement benefits. Executive personnel, along with all full-time employees may choose to participate in the relevant local retirement programs in their countries of residence on the same terms as other employees. Retirement benefits shall be based on local practices and applicable law.

Principles for non-financial benefits. Executive personnel, along with all full-time employees, have insurance coverage in line with relevant local programs in their countries of residence. Any non-financial benefits, beyond what is offered to the entire workforce of Thinfilm, shall be reviewed and approved by the Board of Directors.

Principles for Thinfilm's equity program. The executives participate in the same equity programs that are in effect for all employees. The equity program includes subscription rights and restricted stock units (RSU's). To align the executive's financial interest with shareholders', equity is generally set by the board to vest over two-years. 50% of the subscription rights vest on the first anniversary of the Vesting Commencement Date and the remaining 50% vest and become exercisable on the second anniversary of the Vesting Commencement Date. Therefore each Option is fully vested approximately two years after the Grant Date. The subscription rights will only deliver value to executives driven by share price increasing from its grant price. The board has discretion to set different vesting schedules when circumstances warrant.

In the board of directors' view, an attractive equity incentive program forms a critical part of the total compensation for executives and its employees, allowing the Company to retain and hire the talent it needs for further growth, thus contributing to achieving the Company's business strategies and long-term interests. Furthermore, by aligning the interests of executives and employees at large with the interests of the Company and the shareholders, the board considers the equity incentive program to be a means which contributes to the Company's financial sustainability.

The Company's equity program is approved by the Board of Directors and shareholders at its annual general meeting. Subscription rights have been authorized to be 10%, of total outstanding shares at the time of the annual shareholder meeting, or as approved by the shareholders.

All equity grants for Executives are approved by Thin Film Electronic ASA's Board of Directors.

TERMINATION OF EMPLOYMENT

The employment agreement for the CEO includes a termination clause, severance agreement and notice period. In event of termination of the CEO's employment by the Company, a notice period of three (3) months will apply. In the event of termination by the CEO, a notice period of one (1) month will apply. The CEO, in the event of termination of his employment agreement by the Company, is entitled to 6 months' pay and the accrued target performance bonus up until the date of notice of termination of employment. Apart from the above, no member of management has entered into employment agreements which provide for any special benefits upon termination. Agreements may be signed regarding severance pay for the Company's CEO and other Executives in order to attend to the Company's needs, at all times, to ensure that the selection of managers is in commensuration with the Company's needs. Severance agreements for the CEO is approved by Thin Film Electronic ASA's Board of Directors. Severance agreements for all other Executives is approved by the Company's CEO after consultation with the Board of Directors.

Severance schemes shall in general be sought to be formulated in a way that they are acceptable internally and externally. An agreement on severance pay shall, if this is relevant, normally be entered into when establishing employment relationships, but may in special cases also be agreed upon termination of employment.

The Company does not operate any early retirement programs.

PREPARATION AND REVIEW OF THESE GUIDELINES

These guidelines have been approved by the Company's Board of Directors. With the recommendation of the Board of Directors as the basis, when the need arises for significant changes in the guidelines, but at least every fourth year, the Board of Directors shall prepare a proposal for guidelines for resolution by the annual general meeting. The annual general meeting shall decide on such proposals. Resolved guidelines may also be amended by way of resolution by general meetings other than annual general meetings. Within the scope and based on these guidelines, the board of directors shall every fourth year decide on the general principles and structure of the remuneration of the executive management team.

In the event of significant changes to these guidelines, such changes must be described and explained herein. The guidelines shall describe and explain how the shareholders' views on the guidelines, the general meeting's vote and the salary reports since the previous vote on the guidelines have been taken into account.

The CEO and the other executives do not participate in the board of directors' handling of and resolutions regarding remuneration-related matters if they are affected by such matters.

DEVIATION FROM THESE GUIDELINES

The principles in these guidelines are binding for the Company from the time they are adopted by the general meeting. The board of directors may nevertheless decide to deviate from the guidelines in individual cases, but only in special circumstances and to the extent such deviation is considered necessary in order to satisfy the Company's long-term interests, including its sustainability, or to ensure the Company's financial viability.

Deviation may be considered for any of the components of remuneration. The reasons for deviating from these guidelines shall be stated in the minutes from the board meeting. Any such deviation shall also be disclosed in the annual remuneration report presented to the annual general meeting

REMUNERATION IN 2020

Determination of remuneration of the executive management team has been carried out in accordance with the statement presented to the annual general meeting in May 2020. Further information is provided in the Company's annual report.

THIN FILM ELECTRONICS ASA

2020 SUBSCRIPTION RIGHTS INCENTIVE PLAN

1. **Purpose of the Plan.** In accordance with the EGM Resolution, the Company has adopted the 2020 Subscription Rights Incentive Plan to (a) attract, retain and motivate individual service providers to the Company and its Related Companies by providing them the opportunity to acquire an equity interest in the Company and (b) align their interests and efforts with the long-term interests of the Company's stockholders. The Company intends that this Plan complies with the laws of Norway and United States and, in particular, in accordance with Section 11-12 of the PLCA, and in case of ambiguity is to be interpreted in accordance with said laws unless such interpretation would result in a violation of US securities laws. For clarity, all Options granted under this Plan cover previously unissued shares of Common Stock, so that these Awards qualify as "subscription rights" and not "options" as such terms are used under the laws of Norway.

2. **Definitions.** Capitalized terms used in the Plan have the meanings set forth in Appendix A.

3. **Administration.**

(a) **Plan Administrator.** The Board acts as the Plan Administrator on behalf of the Company. All references in the Plan to the "Plan Administrator" will be to the Board.

(b) **Powers of Plan Administrator.** The Plan Administrator will have full power and exclusive authority, subject to the terms of this Plan and the EGM Resolution, and restrictions under applicable law, to:

- (i) select which Eligible Persons will be granted Awards;
- (ii) determine the type of Awards, number of subscription rights (and therefore the number of shares of Common Stock) under each Award, and the terms and conditions of that Award (including when the Award may vest, be exercised (including prior to vesting), or settled, and the form of Award Agreement;
- (iii) determine whether, to what extent and under what circumstances Awards may be amended (including to waive restrictions, accelerate vesting or extend exercise periods), tolled, cancelled or terminated;
- (iv) interpret and administer the Plan, any instrument evidencing an Award and any other agreements or documents related to the administration of Awards;
- (v) establish rules, and delegate ministerial duties to the Company's employees consistent with applicable law, for the proper administration of the Plan; and
- (vi) make any other determination and take any other action that the Plan Administrator deems necessary or desirable for administration of the Plan.

The Plan Administrator's decisions will be final, conclusive and binding on all persons, including the Company, any Participant, any stockholder and any Eligible Person.

4. **Shares & Subscription Rights Subject to the Plan.**

(a) **Authorized Number of Shares.** Subject to adjustment from time to time as provided in this Plan, (i) the number of shares of Common Stock available to be made subject to Awards and issued under the Plan (as determined for purposes of compliance with US laws) will be 173,824,687 shares (the "Share Reserve"); provided, however, that the Share Reserve shall be reduced as may be necessary such that the number of shares of Common Stock that may, collectively, be issued under the Plan and the Company's prior subscription rights incentive plans for 2016, 2017, 2018 and 2019 (the "Prior Plans"), unless otherwise approved by the general meeting of shareholders, shall not exceed a number corresponding to 10% of the Company's issued and outstanding number of shares at any given time. Shares issued under the Plan will be drawn from authorized but previously unissued shares. The Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy then-outstanding Awards. Section 8 below limits the number of shares that may be issued on the exercise of Incentive Stock Options, and any increase to the Share Reserve will result in a corresponding increase of the ISO Limit.

(b) **Share Use.**

(i) Shares of Common Stock covered by an Award will not reduce the available Share Reserve unless and until they are actually issued to a Participant. Shares tendered to pay the exercise price or withholding taxes are deemed actually issued and then tendered back to the Company.

(ii) If any Award lapses, expires, terminates or is canceled prior to the issuance of shares thereunder, or if subscription rights granted under Prior Plans are forfeited without shares having been issued (such as occurred as part of the Company's subscription rights exchange offer in 2019), those shares, and the ability to grant new subscription rights on those shares, will remain or become available for grant under the Plan.

(iii) If (A) shares under an Award are issued to a Participant and thereafter are forfeited to or otherwise reacquired by the Company (including to pay the exercise price or applicable tax withholdings due on an Award or as part of the Company's vested share repurchase right), or (B) an Award is settled in cash, then those shares that are either not issued under the Award, or that are issued and then forfeited or reacquired under the Award, as well as the correlating subscription rights, will **NOT** remain, or again become, available for issuance under the Plan.

(iv) If a Participant receives dividends or dividend equivalents in respect of an Award in the form of shares or reinvests cash dividends or dividend equivalents paid in respect of Awards into shares of Common Stock, those shares will not reduce the Share Reserve, unless expressly determined otherwise by the Plan Administrator.

5. **Eligibility.** The Plan Administrator may grant Awards (a) to any employee (including any officer or founder) of the Company or a Related Company and (b) to any individual human independent contractor (including directors, consultants and advisors) for bona fide services rendered to the Company or any Related Company, provided (i) the services are not in connection with the offer and sale of the Company's securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities and (ii) the grant of an Award to the employee or independent contractor do not cause the Company to lose the ability to make grants under this Plan in reliance on Rule 701 of the Securities Act. If and to the extent required by applicable law, the Company must obtain separate shareholder approval for any Award granted to a member of the Board of the Company as remuneration for Board functions.

6. **Provisions Applicable to All Awards.**

(a) **Grant Date.** Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Plan Administrator, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. If the corporate records (e.g., consents, resolutions or minutes) documenting the corporate action constituting the Award contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement as a result of a clerical error in the papering of the Award Agreement, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement.

(b) **Evidence of Awards.** The Plan Administrator will document all Awards by a written agreement (including electronic writings such as smart contracts and distributed ledger entries) that contain the material terms of the Award, including but not limited to the exercise or purchase price (if any) and the vesting schedule (including any performance vesting triggers).

(c) **Payments for Shares and Taxes.** The Plan Administrator will determine the forms of consideration a Participant may use to pay the exercise or purchase price for shares issued under Awards and any withholding taxes or other amounts due in connection with Awards. A Participant must pay all consideration due in connection with the Award (including taxes) before the Company will issue the shares being purchased. To the extent permitted by applicable law and subject to any required shareholder approvals, the Plan Administrator may (but is not required to) permit the use of the following forms of consideration:

- (i) cash or cash equivalent;
- (ii) having the Company withhold shares of Common Stock that would otherwise be issued under an Award (other than an Incentive Stock Option) that have an aggregate Fair Market Value on that date equal to the consideration owed to the Company;
- (iii) tendering (either actually or, if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, by attestation) shares of Common Stock owned by the Participant that have an aggregate Fair Market Value on that date equal to the consideration owed to the Company;

(iv) if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, and to the extent permitted by law, delivery of a properly executed agreement, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of proceeds to pay the consideration due to the Company, all in accordance with the regulations of the Federal Reserve Board; or

(v) tendering the cash proceeds resulting from a sale to a third-party investor of some of the shares subject to the Award, but only if the investor is approved by the Company at that time under a private liquidity assistance program approved by the Company;

(vi) delivery of a promissory note that bears interest at a rate specified by the Plan Administrator that is not less than the rate required to avoid imputation of interest (taking into account any exceptions to the imputed interest rules) for federal income tax purposes; or

(vii) such other consideration as the Plan Administrator may permit.

A Participant may request or authorize the Plan Administrator to withhold amounts owed under this Plan from cash payments otherwise owed to the Participant by the Company or a Related Company. If a Participant tenders shares (including by “withhold to cover”), the value of the shares so tendered may not exceed the employer’s applicable maximum required tax withholding rate or such other applicable rate as is necessary to avoid adverse treatment for financial accounting purposes, as determined by the Plan Administrator.

(d) **Change in Service; Leaves of Absence.** The Plan Administrator will determine the effect on Awards of a Participant’s leave of absence or change in hours of employment or service. In general, if, after the Grant Date of any Award to a Participant, the Participant’s regular level of time commitment in the performance of his or her services for the Company and any Related Companies is reduced (for example, and without limitation, if the Participant has a change in status from a full-time Employee to a part-time Employee, or if the Participant goes on a leave of absence without using paid vacation or sick days), the Plan Administrator has the right in its sole discretion (and without the need to seek or obtain the consent of the affected Participant) to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award (but only if the modification would not cause the Participant to incur penalties or additional taxation under Code Section 409A). If an Award is reduced, the Participant will have no right with respect to the portion of the Award that is so reduced.

(e) **Applicability of Award Terms to New Property.** If a Participant receives new or additional shares of Common Stock, other securities, other property, or cash in respect of an Award, those shares, securities, property and cash will be subject to all of the same terms of the Plan and the Award Agreement as applied to the underlying shares of Common Stock subject to that Award.

(f) **Recoupment.** All Awards are subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property on the occurrence of Cause. The implementation of any clawback policy will not be deemed a triggering event for purposes of any definition of "good reason" for resignation or "constructive termination."

(g) **Investigations.** If a Participant's employment or service relationship with the Company is suspended pending an investigation of whether the Participant will be terminated for Cause, all the Participant's rights under any Award will likewise be suspended during the period of investigation.

(h) **No Obligation to Notify or Minimize Taxes.** The Company and the Plan Administrator will have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising his or her rights under an Award. Furthermore, the Company and the Plan Administrator will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company and the Plan Administrator has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award.

7. **Options.**

(a) **Exercise Price.**

(i) Generally, the Plan Administrator may not grant Options with an exercise price per share less than 100% of the Fair Market Value of the Common Stock on the Grant Date.

(ii) The Plan Administrator may, with the consent of any adversely affected Participant and to the extent permitted under applicable laws and resolutions of the shareholders of the Company, (A) reduce the exercise or strike price of an outstanding Option or (B) permit the cancellation of any outstanding Option and the grant in substitution therefor of a new Option, with any such substituted award (x) covering the same or a different number of shares of Common Stock as the cancelled Award and (y) granted under the Plan or another equity or compensatory plan of the Company or (C) any other action that is treated as a repricing under generally accepted accounting principles. If the repricing, or cancellation and regrant, of an Option would result in the restart of the holding periods associated with Incentive Stock Option status, such restart will not be deemed to adversely affect the Participant if the exercise price for the newly repriced or regranted Option is not more than half of the exercise price for the original Option.

(b) **Term.** The maximum term of an Option will be 5 years from the date of the EGM Resolution, subject to earlier termination in accordance with the terms of the Plan and the Award Agreement.

(c) **Vesting.** In general, options granted under this Plan will vest as to 50% on the first anniversary of the Vesting Commencement Date, and as to the remaining 50% on the second anniversary of the Vesting Commencement Date. The Plan Administrator reserves the right to approve a different vesting schedule in its sole discretion.

(d) **Conditions to Exercise.**

(i) The Company reserves the right to limit the period of exercise, regardless of vested status of the Option, to no more than a limited period following the release of quarterly financial reporting. To exercise an Option, the Participant must deliver (A) the exercise agreement stating the number of shares being purchased and, if applicable, the account number or digital wallet address into which the shares should be deposited, (B) payment in full of the exercise price and any tax withholding obligations, and (C) any additional documents, including a joinder to a voting agreement or shareholders' agreement, requested or required by the Company as a condition to exercise.

(ii) If a Participant is exercising an Option prior to vesting, he or she must deliver, on the date of exercise, a completed copy of his or her Section 83(b) election and the taxes due in connection with that election. The Participant must deliver to the Company, within 30 days after exercise, evidence of timely receipt of the Section 83(b) election by the Internal Revenue Service. If a Participant fails to satisfy these requirements, the Plan Administrator will instruct the Company to withhold and remit (if applicable) taxes on, and report to the applicable taxing authorities, the income recognized on each subsequent vesting date of the Award.

(iii) The Plan Administrator may modify the exercise agreement form, and the procedure for exercise, from time to time. The Plan Administrator may restrict exercise to those times when the Plan Administrator has a reasonable basis to determine Fair Market Value and may prohibit exercise in anticipation of a material corporate event (including a financing or Change of Control). The Plan Administrator may require that an Option may be exercised only for whole shares and for not less than a reasonable number of shares at any one time.

(e) **Non-Exempt Employees.** If an Option is granted to an employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, the Option will not be first exercisable for any shares of Common Stock until at least six months following the Grant Date of the Option (although the Award may vest prior to such date). Consistent with the provisions of the Worker Economic Opportunity Act, (i) if such non-exempt employee dies or suffers a disability, (ii) on a Change of Control in which such Option is not assumed, continued, or substituted, or (iii) on the Participant's retirement (as such term may be defined in the Participant's Award agreement or in another agreement between the Participant and the Company, or, if no such definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Options may be exercised earlier than six months following the Grant Date. The foregoing provision is intended to operate so that any income derived by a non-exempt employee from the exercise or vesting of an Option will be

exempt from his or her regular rate of pay. If required for compliance with the Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee from the exercise, vesting or issuance of any shares under any other Award will be exempt from the employee's regular rate of pay, the provisions of this paragraph will apply to all Awards and are hereby incorporated by reference into such Award agreements.

(f) **Effect of Termination of Service.** The Plan Administrator will establish and define in the Award Agreement how an Option will be treated on a Termination of Service. Unless otherwise set forth in the Award Agreement, the following treatment will apply:

(i) Any portion of an Option that is not vested and exercisable on the date of a Participant's Termination of Service will expire on such date.

(ii) Any portion of an Option that is vested and exercisable on the date of a Participant's Termination of Service will expire on the earliest to occur of:

(A) if the Participant's Termination of Service occurs for reasons other than Cause, Disability or death, the date that is 3 months after such Termination of Service;

(B) if the Participant's Termination of Service occurs by reason of Cause, the date of the Termination of Service;

(C) if the Participant's Termination of Service occurs by reason of death or Disability the date that is 12 months after such Termination of Service;

(D) if the Participant dies during any of the foregoing post-termination exercise periods, the date that is 12 months after death;

(E) if the Plan Administrator determines during any of the foregoing post-termination exercise periods that Cause for termination existed at the time of the Participant's Termination of Service, immediately on such determination;

(F) if, during any of the foregoing periods, the Company undergoes a Change in Control and the successor or acquiring entity refuses to assume the Award, then on the closing of the Change of Control; and

(G) the Option Expiration Date.

8. **Incentive Stock Option Limitations.** The terms of an Incentive Stock Options must comply in all respects with Section 422 of the Code, or any successor provision, and any applicable regulations thereunder, each of which is incorporated by reference into this Plan. The Plan Administrator will construe the terms of any Option granted as an Incentive Stock Option within the meaning of Section 422 of the Code, and if the Option (or a portion thereof) does not meet the requirements of Section 422 of the Code, that Option (or that portion) will be treated as a Nonqualified Stock Option. The requirements of Section 422 include the following:

(a) **ISO Limit.** The maximum number of shares that may be issued on the exercise of Incentive Stock Options under this Plan will equal 173,824,687 shares (the "**ISO Limit**"),

provided, however, that the ISO Limit shall be reduced as necessary such that the number of shares that may be issued on the exercise of Incentive Stock Options under the Plan and the Prior Plans, collectively, shall not exceed a number corresponding to 10% of the Company's issued and outstanding number of shares at any given time (unless otherwise agreed by the Company's general meeting). As of the date of this Plan, there are 4,108,339 subscription rights outstanding under the Prior Plans. Each increase to the Share Reserve authorized by the Board and stockholders after the Effective Date will also result in a corresponding increase in this ISO Limit, unless otherwise expressly provided in the Board or stockholder resolutions approving such increase.

(b) **ISO Granting Period.** Section 422 of the Code provides that no Incentive Stock Options may be granted more than 10 years after the later of (i) the adoption of the Plan by the Board and (ii) the adoption by the Board of any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code. For clarity, any amendment of the Share Reserve that also amends the ISO Limit will be deemed the adoption of a new plan for purposes of Code Section 422.

(c) **ISO Qualification.** If the aggregate Fair Market Value (determined as of the Grant Date) of Common Stock with respect to which a Participant's Incentive Stock Options become exercisable for the first time during any calendar year (under the Plan and all other stock option plans of the Company and its parent and subsidiary corporations) exceeds \$100,000, or if the Option otherwise does not comply with the requirements under Section 422 of the Code, the Option (or the portion that does not meet the requirements of Section 422) will be treated as a Nonqualified Stock Option. If the Participant holds two or more such Options that become exercisable for the first time in the same calendar year, such limitation will be applied on the basis of the order in which such Options are granted.

(d) **Eligible Employees.** Individuals who are not employees of the Company or one of its parent or subsidiary corporations may not be granted Incentive Stock Options. Employees who reside or work outside of the United States may be granted Incentive Stock Options.

(e) **Exercise Price.** Incentive Stock Options will be granted with an exercise price per share not less than 100% of the Fair Market Value of the Common Stock on the Grant Date, and in the case of an Incentive Stock Option granted to a Participant who owns more than 10% of the total combined voting power of all classes of the stock of the Company or of its parent or subsidiary corporations (a "**Ten Percent Stockholder**"), will be granted with an exercise price per share not less than 110% of the Fair Market Value of the Common Stock on the Grant Date. The Plan Administrator will determine status as a Ten Percent Stockholder in accordance with Section 422 of the Code.

(f) **Option Term.** Section 422 of the Code provides that the maximum term of an Incentive Stock Option will not exceed 10 years, and in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, will not exceed five years, in each case, subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option. However, the maximum term of any Option granted under this Plan will be 5 years from the date of the EGM Resolution, subject to earlier termination in accordance with the terms of the Plan and the Award Agreement.

(g) **Exercisability.** An Option designated as an Incentive Stock Option will cease to qualify for favorable tax treatment as an Incentive Stock Option to the extent it is exercised (if permitted by the terms of the Option) (i) more than three months after the date of a Participant's termination of employment if termination was for reasons other than death or disability, (ii) more than one year after the date of a Participant's termination of employment if termination was by reason of disability, or (iii) more than six months following the first day of a Participant's leave of absence that exceeds three months, unless the Participant's reemployment rights are guaranteed by statute or contract.

(h) **Taxation of Incentive Stock Options.** To obtain the tax benefits afforded to Incentive Stock Options under Section 422 of the Code, the Participant must hold the shares acquired on the exercise of an Incentive Stock Option for two years after the Grant Date and one year after the date of exercise (that is, the Participant must not transfer the shares until at least the day after the expiration of these periods). A Participant may be subject to the alternative minimum tax at the time of exercise of an Incentive Stock Option. The Participant must give the Company prompt notice of any disposition of shares acquired on the exercise of an Incentive Stock Option prior to the expiration of these holding periods.

(i) **Code Definitions.** For the purposes of this Section 8, "disability," "parent corporation" and "subsidiary corporation" will have the meanings attributed to those terms for purposes of Section 422 of the Code.

(j) **Stockholder Approval.** Section 422 of the Code provides that if the stockholders of the Company do not approve the Plan within 12 months after the Board's adoption of the Plan (or the Board's adoption of any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code) Incentive Stock Options granted under the Plan after the date of the Board's adoption (or approval) will be treated as Nonqualified Stock Options. Section 422 of the Code provides that no Incentive Stock Options may be granted more than ten years after the earlier of the approval by the Board or the stockholders of the Plan (or any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code).

9. **Tax Matters.**

(a) **Withholding.** The Company will require the Participant to pay to the Company or a Related Company, as applicable, the amount of (i) any taxes that the Company or a Related Company is required by applicable federal, state, local or foreign law to withhold with respect to an Award ("tax withholding obligations") and (ii) any other amounts due from the Participant to the Company, any Related Company or any governmental authority ("other obligations"). The Company will not be required to issue any shares of Common Stock or otherwise settle an Award under the Plan until such tax withholding obligations and other obligations are satisfied.

(b) **Section 409A.** The Company intends that the Plan and Awards granted under the Plan (unless otherwise expressly provided for in the Award Agreement) are exempt from the requirements of Section 409A to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the exclusion applicable to stock options, stock appreciation rights and certain other equity-based

compensation under Treasury Regulation Section 1.409A-1(b)(5), or otherwise. The Plan Administrator will use reasonable best efforts to interpret, operate and administer the Plan and any Award granted under the Plan in a manner consistent with this intention. However, the Plan Administrator makes no representations that Awards granted under the Plan will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to Awards granted under the Plan.

(i) If Section 409A is applicable to any Award granted under the Plan (that is, to the extent not so exempt), the Plan Administrator intends that the non-exempt Award will comply with the deferral, payout, plan termination and other limitations and restrictions imposed under Section 409A.

(ii) If necessary for exemption from, or compliance with, Section 409A:

(A) All references in the Plan or any Award granted under the Plan to the termination of the Participant's employment or service are intended to mean the Participant's "separation from service," within the meaning of Section 409A(a)(2)(A)(i).

(B) The Plan Administrator will treat each installment that vests or is delivered under an Award in a series of payments or installments as a separate payment for purposes of Section 409A, unless expressly set forth in the Award Agreement that each installment is not a separate payment.

(C) If the Participant is a "specified employee," within the meaning of Section 409A, then if necessary to avoid subjecting the Participant to the imposition of any additional tax under Section 409A, amounts that would otherwise be payable under the Plan or any Award granted under the Plan during the six-month period immediately following the Participant's "separation from service" will not be paid to the Participant during such period, but will instead be accumulated and paid to the Participant (or, in the event of the Participant's death, the Participant's estate) in a lump sum on the first business day after the earlier of the date that is six months following the Participant's separation from service or the Participant's death.

(D) If, after the Grant Date of an Award, the Plan Administrator determines that an Award is reasonably likely to fail to be either exempt or compliant with Section 409A, the Plan Administrator reserves the right, but will not be required, to unilaterally (and without the affected Participant's consent) amend or modify the Plan and any Award granted under the Plan so that the Award qualifies for exemption from or complies with Section 409A. Any such amendment or modification made to avoid the imposition of adverse taxation under Section 409A will be deemed not to materially adversely impact the Participant.

(E) The right to any dividends or dividend equivalents declared and paid on the number of shares underlying an Option may not be contingent, directly or indirectly, on the exercise of the Option and must otherwise comply with or qualify for an exemption under Section 409A. In addition, the right to any dividends or dividend equivalents declared and paid on shares acquired under an Award must (i) be paid at the same time such dividends or dividend equivalents are paid to other stockholders (although it may be subject to the same restrictions as the underlying shares) and (ii) comply with or qualify for an exemption under Section 409A.

10. **Restrictions on Transfer of Awards & Common Stock.** Any purported Transfer of an Award, or shares of Common Stock issued under the Plan in violation of the Plan will be null and void, will have no force or effect, and the Company will not register in its records any such purported transfer.

(a) **No Transfer of Awards.** In general, a Participant may not sell, assign, pledge (as collateral for a loan or as security for the performance of an obligation or for any other purpose) or otherwise Transfer an Award or interest in an Award, other than by will or by the applicable laws of descent and distribution. During a Participant's lifetime, only the Participant granted the Award may exercise the Award or purchase the shares under the Award. The Plan Administrator may permit the Transfer of an Award or an interest in an Award if that Transfer complies with all applicable laws and does not result in the loss of the exemption from registration used by the Company for this Plan.

(b) **No Transfer of Shares; Right of First Refusal.** Before the earlier to occur of (x) the date on which the initial registration of the Common Stock under Sections 12(b) or 12(g) of the Exchange Act first becomes effective and (y) a Change of Control, the Plan Administrator reserves the right to impose restrictions on transfers of shares issued under the Plan, to the greatest extent permitted by law and any share registry reflecting the issuance of shares:

(i) **Legend.** The Company may affix to physical certificates representing, or in the case of uncertificated securities, notices of issuance with respect to, shares of stock of the Company a legend reflecting any limitations imposed on the shares. This legend, as updated from time to time, may generally state the following:

THE TRANSFER OF SECURITIES REFERENCED HEREIN IS SUBJECT TO RESTRICTIONS REQUIRING APPROVAL OF THE BOARD OF DIRECTORS PURSUANT TO AND IN ACCORDANCE WITH THE COMPANY'S BYLAWS, COPIES OF WHICH MAY BE OBTAINED ON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS. THE COMPANY WILL NOT REGISTER OR OTHERWISE RECOGNIZE OR GIVE EFFECT TO ANY PURPORTED TRANSFER OF SHARES OF STOCK THAT DOES NOT COMPLY WITH THE COMPANY'S BYLAWS.

(c) **Market Standoff.** In the event of an underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, including the Company's initial public offering, Participant will not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose of or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any securities of the Company however or whenever acquired (except for those being registered) without the prior written consent of the Company or the underwriters. Such limitations will be in effect for such period of time as may be requested by the Company or such underwriter. However, that in no event will such period exceed 180 days after the effective date of the registration statement for such public offering, plus such additional period requested by the underwriters as is necessary to comply with regulatory restrictions on the publication of research reports (including, but not limited to, FINRA Rule 2241, or any amendments or successor rules). Participant will execute an agreement reflecting the foregoing, if requested by the underwriters at the time of such public offering. These limitations will in all events terminate two years after the effective date of the registration statement for the Company's initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended. To enforce this provision, the Company may

impose stop-transfer instructions with respect to the shares until the end of the applicable standoff period.

11. **Changes to Company's Common Stock.**

(a) If the Company undertakes a stock dividend, stock split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to stockholders other than a normal cash dividend, or other change in the Company's corporate or capital structure that constitutes an equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto) and that results in (x) the outstanding shares of Common Stock, or any securities exchanged therefor or received in their place, being exchanged for a different number or kind of securities of the Company or any other company or (y) new, different or additional securities of the Company or any other company being received by the holders of shares of Common Stock, then the Plan Administrator will make proportional adjustments in (1) the maximum number and kind of securities available for issuance under the Plan; (2) the maximum number and kind of securities issuable as Incentive Stock Options; and (3) the number and kind of securities that are subject to any outstanding Award and the per share price of such securities, without any change in the aggregate price to be paid therefor. The determination by the Plan Administrator as to the terms of any of the foregoing adjustments will be conclusive and binding. For clarity, the issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services rendered, either on direct sale or on the exercise of rights or warrants to subscribe therefor, or on conversion of shares or obligations of the Company convertible into such shares or other securities, will not affect, and no adjustment by reason thereof will be made with respect to, outstanding Awards.

(b) **Dissolution or Liquidation.** To the extent not previously exercised or settled, and unless otherwise determined by the Plan Administrator in its sole discretion, Awards will terminate immediately prior to the dissolution or liquidation of the Company. To the extent a vesting condition, forfeiture provision or repurchase right applicable to an Award has not been waived by the Plan Administrator, the Award will be forfeited immediately prior to the consummation of the dissolution or liquidation.

(c) **Change of Control.** The following provisions will apply to Awards in the event of a Change of Control unless otherwise provided in the Award Agreement or any other written agreement between the Company or any Affiliate and the Participant. In the event of a Change of Control, the Board may take one or more of the following actions with respect to Awards, contingent on the closing or completion of the Change of Control:

(i) arrange for the surviving or acquiring company (or its parent company) to assume or continue the Award or to substitute a similar stock award for the Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Change of Control) that preserves the material terms of the original Award; or

(ii) accelerate the vesting, in whole or in part, of the Award (and, if applicable, the time at which the Award may be exercised or settled) to a date prior to the

effective time of such Change of Control as the Board determines (or, if the Board does not determine such a date, to the date that is five days prior to the effective date of the Change of Control), with such Award terminating immediately prior to the effective time of the Change of Control

(iii) cancel or arrange for the cancellation of the Award, to the extent not vested or not exercised prior to the effective time of the Change of Control, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; and

(iv) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the Participant would have received on the exercise or settlement of the Award immediately prior to the effective time of the Change of Control, over (B) any price payable by such holder in connection with such exercise or settlement, in consideration for the termination of such Award at or immediately prior to the closing. For clarify, this payment may be zero if the Fair Market Value of the property is equal to or less than the exercise or purchase price.

The Board need not take the same action with respect to all Awards or portions thereof or with respect to all Participants. The Board may take different actions with respect to the vested and unvested portions of an Award. The Board provide that payments may be subject to the same terms and conditions as the payment of consideration to the holders of the Company's Common Stock in connection with the Change of Control is delayed as a result of escrows, earn outs, holdbacks or other contingencies. The Board may also provide that payments made over time will remain subject to substantially the same vesting schedule as the Award, including any performance-based vesting metrics that applied to the Award immediately prior to the closing of the Change of Control.

(d) **Single Trigger.** Provided a Participant does not have a Termination of Service before the closing of a Change of Control, and subject to the Participant signing and returning a joinder agreement comparable to (and no more onerous than) that required of the Company's stockholders as part of the definitive agreement documenting the Change of Control if such joinder agreement is required by the successor or surviving entity in the Change of Control (together, the "Acceleration Conditions"), then the Plan Administrator will accelerate the vesting of that Participant's then-outstanding Awards as to 100% of the then-unvested shares of Common Stock subject to each such Award.

(e) **Further Adjustment of Awards.** The Plan Administrator will have the discretion to take additional action as it determines to be necessary or advisable with respect to Awards. Such authorized action may include (but will not be limited to) establishing, amending or waiving the type, terms, conditions or duration of, or restrictions on, Awards so as to provide for earlier, later, extended or additional time for exercise, lifting restrictions and other modifications, and the Plan Administrator may take such actions with respect to all Participants, to certain categories of Participants or only to individual Participants. The Plan Administrator may take such action before or after granting Awards to which the action relates and before or after any public announcement with respect to such sale, merger, consolidation, reorganization, liquidation, dissolution or change of control that is the reason for such action.

(f) **No Limitations.** The grant of Awards will in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

12. **Term of the Plan.** This Plan will expire on the day prior to the Company's annual general meeting held in 2021, and if no such meeting is held, then December 31, 2021. The Plan Administrator may not grant new Awards after the Plan is terminated. Stockholders of the Company must approve any increase in the Share Reserve and ISO Limit within 12 months before or after the increase, as applicable, is adopted by the Board.

13. **Amendment and Termination.**

(a) **Plan Amendment, Suspension or Termination.** The Board may amend, suspend or terminate the Plan or any portion of the Plan at any time and in such respects as it will deem advisable. No amendment will be effective absent stockholder approval if required by applicable law (including the laws governing the effectiveness of the EGM Resolution), regulation or stock exchange rule.

(b) **Award Amendment.** To the extent permitted by applicable law and subject to any required shareholder approvals, the Plan Administrator may amend any Award at any time. However, the Plan Administrator may not amend an Award in a manner that materially adversely impacts the rights of the Participant holding that Award without the Participant's written consent. A Participant will not be deemed to have been materially adversely impacted if the Board amends an Award: (i) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code, (ii) to change the terms of an Incentive Stock Option, if such change results in impairment of the Award solely because it impairs the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code, (iii) to clarify the manner of exemption from, or to bring the Award into compliance with Section 409A, (iv) to correct clerical or typographical errors or (v) to comply with other applicable laws or listing requirements.

14. **No Individual Rights.**

(a) No individual or Participant will have any claim to be granted any Award under the Plan. The Company has no obligation for uniformity of treatment of Participants under the Plan.

(b) Nothing in the Plan or any Award will be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Related Company or limit in any way the right of the Company or any Related Company to terminate a Participant's employment or other relationship at any time, with or without cause.

15. **Conditions on Issuance of Shares.**

(a) The Company will have no obligation to issue or deliver any shares of Common Stock under the Plan or make any other distribution of benefits under the Plan unless, in the

opinion of the Company's counsel, such issuance, delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the PLCA, the Securities Act or the laws of any state or foreign jurisdiction) and the applicable requirements of any securities exchange or similar entity.

(b) The Company will be under no obligation to any Participant to register for offering or resale or to qualify for exemption under the Securities Act, or to register or qualify under the laws of any state or foreign jurisdiction, any shares of Common Stock, security or interest in a security paid or issued under, or created by, the Plan, or to continue in effect any such registrations or qualifications if made.

(c) As a condition to the receipt of Common Stock under the Plan, the Plan Administrator may require (i) the Participant to represent and warrant that such shares are being purchased or received only for the Participant's own account and without any present intention to sell or distribute such shares, (ii) the Participant to appoint the Company's Chief Executive Officer (or other member of the Board) as having the sole and exclusive power of attorney to vote all shares of Common Stock subject to the Award, which power will be effective until the earlier of the completion of a Change of Control or the Company's initial public offering of its securities on a national stock exchange or national market such as Nasdaq or NYSE, and (iii) the Participant to undertake additional actions as necessary to comply with federal, state and foreign securities laws.

(d) The Company may issue shares of Common Stock on a noncertificated basis, including as digital assets located on a distributed ledger or blockchain, to the extent not prohibited by applicable law or the applicable rules of any stock exchange.

16. **No Rights as a Stockholder.** Unless otherwise provided by the Plan Administrator or in the instrument evidencing the Award or in a written employment, services or other agreement, no Award will entitle the Participant to any cash dividend, voting or other right of a stockholder unless and until the date of issuance under the Plan of the shares that are the subject of such Award and the associated share capital increase having been registered in the Norwegian Register of Business Enterprises. All other shareholder rights associated with shares issued under this Plan, hereunder those referenced in Section 11-12 (2) no.9 of the PLCA, will attach from the date of issuance of the shares. Each Participant agrees to assist as reasonably necessary to cause subscription rights and shares issued under an Award to be registered with the Norwegian Central Securities Depository, if and to the extent such registration is required by applicable law.

17. **Participants in Other Countries or Jurisdictions.** The Plan Administrator may grant Awards to Eligible Persons who are foreign nationals on such terms and conditions different from those specified in the Plan, as may, in the judgment of the Plan Administrator, be necessary or desirable to foster and promote achievement of the purposes of the Plan. The Plan Administrator has the authority to adopt Plan modifications, administrative procedures, subplans and the like as may be necessary or desirable to comply with provisions of the laws or regulations of other countries or jurisdictions in which the Company or any Related Company may operate or have employees.

18. **No Trust or Fund.** The Plan is intended to constitute an “unfunded” plan. Nothing contained herein will require the Company to segregate any monies or other property, or shares of Common Stock, or to create any trusts, or to make any special deposits for any immediate or deferred amounts payable to any Participant. No Participant will have any rights that are greater than those of a general unsecured creditor of the Company. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

19. **Successors.** All obligations of the Company under the Plan with respect to Awards will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all the business and/or assets of the Company.

20. **Severability.** If any provision of the Plan or any Award is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or any Award under any law deemed applicable by the Plan Administrator, such provision will be construed or deemed amended to conform to applicable laws. If it cannot be so construed or deemed amended without, in the Plan Administrator’s determination, materially altering the intent of the Plan or the Award, such provision will be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award will remain in full force and effect.

21. **Choice of Law.** The Plan, all Awards granted thereunder, and all determinations made and actions taken pursuant hereto, to the extent not otherwise governed by the laws of the Norway, will be governed by the laws of the state of California, USA, without giving effect to principles of conflicts of law.

22. **Legal Requirements.** The granting of Awards and the issuance of shares of Common Stock under the Plan are subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. Applicable laws include PLCA and the Securities Trading Act of the Kingdom of Norway dated 27 June 2007, as amended.

23. **California Provisions.** To the extent required by applicable law, the Company will provide annual financial statements of the Company to each California resident holding an outstanding Award under the Plan. Such financial statements need not be audited and need not be issued to key persons whose duties at the Company assure them access to equivalent information.

APPENDIX A

DEFINITIONS

As used in the Plan and Award Agreements:

“Acceleration Conditions” is defined in Section 11(d) above.

“Acquired Entity” means any entity acquired by the Company or a Related Company or with which the Company or a Related Company merges or combines.

“Acquisition Price” means the value of the per share consideration (consisting of securities, cash or other property, or any combination thereof), receivable or deemed receivable on a Change of Control in respect of a share of Common Stock, as determined by the Plan Administrator in its sole discretion.

“Award” means any Option or, if permitted by applicable law and resolutions of the shareholders of the Company, another similar appreciation-based incentive payable in cash or in shares of Common Stock, as may be designated by the Plan Administrator from time to time consistent with the EGM Resolution.

“Award Agreement” means the written document stating the terms of the Award.

“Board” means the Board of Directors of the Company.

“Cause,” unless otherwise defined in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant's commission of any felony; (ii) such Participant's commission of a crime involving fraud, dishonesty or moral turpitude under the laws of the Kingdom of Norway or the United States or any state thereof (in each case, only to the extent applicable to the Participant) that is reasonably likely to result in material adverse effects on the Company or a Related Company; (iii) such Participant's intentional, material violation of any contract or agreement between the Participant and the Company or a Related Company or of any statutory duty owed to the Company or a Related Company; (iv) such Participant's unauthorized use or disclosure of the confidential information or trade secrets of the Company or a Related Company; or (v) such Participant's gross misconduct that is reasonably likely to result in material adverse effects on the Company or a Related Company. The determination that a termination of the Participant is either for Cause or without Cause will be made by the Board, in its sole discretion. Any determination by the Board that a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect on any determination of the rights or obligations of the Company or such Participant for any other purpose.

“Change of Control,” unless the Plan Administrator determines otherwise with respect to an Award at the time the Award is granted or unless otherwise defined for purposes of an Award in

a written employment, services or other agreement between the Participant and the Company or a Related Company, means consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(1) Any person or entity becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction.

(2) There is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar transaction, or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(3) There is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to a person or entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(4) The Company's stockholders approve a plan for the complete liquidation of the Company.

However, (A) the term Change of Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change of Control (or any analogous term) in an individual written agreement between the Company or any Related Companies and the Participant will supersede the foregoing definition with respect to Awards subject to such agreement.

In addition, a Change of Control will not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other entity or person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (B) solely because the level of ownership held by any person or entity (the "Subject Person") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding. However, if a Change of Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the owner of any additional voting

securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities owned by the Subject Person over the designated percentage threshold, then a Change of Control will be deemed to occur.

If necessary for compliance with Code Section 409A, no transaction will be a Change of Control unless it is also a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5).

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time.

“Common Stock” means the common stock, par value 0.11 Norwegian Krone per share, of the Company.

“Company” means Thin Film Electronics ASA, a Norwegian corporation, organization number NO 889 186 232.

“Disability,” unless otherwise defined by the Plan Administrator for purposes of the Plan or in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means a mental or physical impairment of the Participant that is expected to result in death or that has lasted or is expected to last for a continuous period of 12 months or more and that causes the Participant to be unable to perform his or her material duties for the Company or a Related Company and to be engaged in any substantial gainful activity, in each case as determined by the Company’s chief human resources officer or other person performing that function or, in the case of directors and executive officers, the Plan Administrator, each of whose determination will be conclusive and binding.

“Effective Date” means August 19, 2020.

“EGM Resolution” means resolution as approved by the Company’s shareholders at the extraordinary general meeting held on August 19, 2020.

“Eligible Person” means any person eligible to receive an Award as set forth in Section 5 of the Plan.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended from time to time.

“Fair Market Value” means the per share fair market value of the Common Stock as established in good faith by the Plan Administrator. If the Common Stock is not publicly traded, the Plan Administrator will determine Fair Market Value in a manner consistent with Sections 409A and 422 of the Code. If the Common Stock is publicly traded, the Plan Administrator will use the greatest of: (1) the average closing price of the Company’s Common Stock, as reported by Oslo Børs or other established securities exchange on which the Company’s Common Stock is readily trading, over 10 trading days immediately preceding the applicable date and (2) the closing price of the Company’s share, as reported by Oslo Børs or other established securities exchange on which the Company’s Common Stock is readily trading, on the trading day immediately preceding the applicable date. In determining the value of a share for purposes of tax reporting

on the exercise, issuance or transfer of shares subject to Awards, fair market value may be calculated using the definition of Fair Market Value, the actual sales price in the transaction at issue (e.g., *"sell to cover"*), or such other value determined by the Company's general counsel or principal financial officer in good faith in a manner that complies with applicable tax laws.

"Good Reason" will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term as applicable to an Award and, in the absence of such agreement, such term means, with respect to a Participant, the Participant's resignation from all positions he or she then-holds with the Company following: (i) a reduction in the Participant's base salary of more than 10% or (ii) the required relocation of Participant's primary work location to a facility that increases his or her one-way commute by more than 50 miles, in either case, only if (x) Participant provides written notice to the Company's Chief Executive Officer within 30 days following such event identifying the nature of the event, (y) the Company fails to cure such event within 30 days following receipt of such written notice and (z) Participant's resignation is effective not later than 30 days thereafter.

"Grant Date" means the later of (a) the date on which the Plan Administrator completes the corporate action authorizing the grant of an Award or such later date specified by the Plan Administrator and (b) the date on which all conditions precedent to an Award have been satisfied, provided that conditions to the exercisability or vesting of Awards will not defer the Grant Date.

"Incentive Stock Option" or "ISO" means an Option granted with the intention that it qualify as an "incentive stock option" as that term is defined for purposes of Section 422 of the Code or any successor provision.

"Nonqualified Stock Option," "Nonstatutory Stock Option," or "NSO" means an Option that does not qualify as an Incentive Stock Option.

"Option" means a right to purchase Common Stock granted under Section 7 of the Plan. Options are either Incentive Stock Options or Nonstatutory Stock Options. Options are also referred to as "subscription rights."

"Option Expiration Date" means the last day of the maximum term of an Option.

"Option Term" means the maximum term of an Option as set forth in Section 7(b) of the Plan.

"Participant" means any Eligible Person to whom an Award is granted.

"Plan" means the 2020 Subscription Rights Incentive Plan.

"Plan Administrator" has the meaning set forth in Section 3(a) of the Plan.

"PLCA" means the Public Limited Companies Act of the Kingdom of Norway dated 13 June 1997, as amended.

"Related Company" means any entity that, directly or indirectly, is in control of, is controlled by or is under common control with the Company.

“Section 409A” means Section 409A of the Code.

“Securities Act” means the U.S. Securities Act of 1933, as amended from time to time.

“subscription right” means independent subscription rights granted by the Company in accordance with section 11-12 of the PLCA, and generally referred to herein as an Option.

“Substitute Awards” means Awards granted or shares of Common Stock issued by the Company in substitution or exchange for awards previously granted by an Acquired Entity.

“Successor Company” means the surviving company, the successor company, the acquiring company or its parent, as applicable, in connection with a Change of Control.

“Termination of Service,” unless the Plan Administrator determines otherwise with respect to an Award, means a termination of employment or service relationship with the Company or a Related Company for any reason, whether voluntary or involuntary, including by reason of death or Disability. Any question as to whether and when there has been a Termination of Service for the purposes of an Award and the cause of such Termination of Service will be determined by the Company’s chief human resources officer or other person performing that function or, with respect to directors and executive officers, by the Board, whose determination will be conclusive and binding. Transfer of a Participant’s employment or service relationship between the Company and any Related Company will not be considered a Termination of Service for purposes of an Award. Unless the Board determines otherwise, a Termination of Service will be deemed to occur if the Participant’s employment or service relationship is with an entity that has ceased to be a Related Company. A Participant’s change in status from an employee of the Company or a Related Company to a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company, or a change in status from a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company to an employee of the Company or a Related Company, will not be considered a Termination of Service.

“Transfer” means, as the context may require, (a) any sale, assignment, pledge, hypothecation, mortgage, encumbrance or other disposition, whether by contract, gift, will, intestate succession, operation of law or otherwise, of all or any part of an Award or shares issued thereunder, as applicable, (b) any transaction designed to give the stockholder essentially the same economic benefit as any of the foregoing, and (c) any verb equivalent of the foregoing.

“Vesting Commencement Date” means the Grant Date or such other date selected by the Plan Administrator as the date from which an Award begins to vest.