*This English version is an unofficial translation of the Swedish original. In case of any discrepancies, the Swedish original shall prevail.*

# The board of directors' of Sinch AB (publ) complete proposals for the annual general meeting 2025 (items 8 b), 13, 15, 16 and 17)

**Resolution on appropriation of the Company's profit or loss according to the adopted balance sheet (item 8 b)**

The board of directors proposes that no dividend is paid for the financial year 2024.

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Stockholm in April 2025

**Sinch AB (publ)**

*The board of directors*

**Resolution on guidelines for compensation to senior executives (item 13)**

The board of directors proposes the following guidelines for compensation to senior executives. These guidelines do not apply to any remuneration resolved on or approved by a general meeting and constitute a framework under which remuneration to senior executives may be decided by the board of directors. The previous guidelines were approved by the annual general meeting in 2024.

There are no material changes to the guidelines compared to the guidelines approved in 2024. The Company has not received any comments on the guidelines from any shareholders.

For the purposes of these guidelines, the senior executive team consists of the CEO and those who report to the CEO. The senior executive team currently comprises 11 senior executives, including the CEO.

To successfully implement the Company's business strategy and safeguard its long-term interests and sustainability, the Company must recruit and retain qualified personnel. Compensation to the CEO and other senior executives must therefore be perceived as fair, competitive, and motivational. The board of directors is empowered to depart from the below guidelines if in a specific case there is a special cause for the deviation and a deviation is necessary to serve the Company's long-term interests, sustainability, or to ensure the Company's financial viability.

In the preparation of the board of directors' proposal for these compensation guidelines , the board has considered information on the employees' total remuneration, the components of the remuneration and  growth rates over time.

Compensation consists of the following components:

- Fixed base pay
- Short- and long-term variable pay
- Special compensation
- Pension benefits
- Other benefits
- Pay during period of notice of termination or resignation

***Market based compensation***

The Company has acquired high quality benchmark data from third party sources to secure that compensation to the CEO and other senior executives reflects what is offered to executives in comparable positions in other companies. Market rate is also informed through external recruitment processes.

***Fixed base pay***

The fixed base pay must be market based and reflect the employee's position, qualifications, experience and individual performance.

***Short-term variable pay***

Short-term variable pay shall be measured against predefined financial performance targets. Non-financial objectives may also be used to sharpen focus on achieving the Company's strategic plans. Objectives shall be specific, measurable, subject to deadlines and adopted by the board of directors. They shall further be designed to contribute to the Company's business strategy, long-term interests and sustainability. To which extent the criteria for awarding variable remuneration has been satisfied shall be evaluated/determined when the relevant measurement period has ended.

The board of directors has delegated the responsibility for the evaluation so far as it concerns variable remuneration to the CEO and other senior executives to the remuneration committee.

Levels and targets for variable pay are suggested annually by the CEO for other senior executives and approved by the board of directors. Levels and targets for the CEO are defined by the board of directors. Short-term variable pay may not exceed 50 percent of the fixed base pay, as management compensation should be focused on long-term incentives.

***Long-term variable pay***

Long-term variable pay may encompass share-related incentive programs. These guidelines do not apply to remuneration resolved on or approved by a general meeting. Accordingly, these guidelines do not apply to the Company's share-related incentive programs LTI 2020, LTI II 2020, LTI 2021, LTI II 2021, LTI 2022, LTI 2023, LTI 2024 and the proposed LTI 2025. Each year, the board of directors evaluates whether a long-term share-related incentive program should be proposed to the annual general meeting. The purpose of offering a share-related incentive program is to ensure that the interests of senior executives align with those of the Company's shareholders. Individual, long-term ownership among key individuals can be expected to stimulate keener interest in the business and its profitability, increase motivation, and enhance the sense of belonging with the Company and thereby contribute to the Company's business strategy, long-term interests and sustainability. Long-term share-related incentives also helps to retain current executives and attract new executives when recruiting.

***Special compensation***

Additional variable cash compensation may be offered to key employees who remain employed in connection with acquisitions of new companies, divestments of businesses, other transitional activity or who perform other extraordinary work endeavors. Such special compensation may not exceed 50 percent of the contracted annual fixed base salary. Special compensation may only be awarded in special cases and shall not be included in any ordinary compensation system.

Decisions regarding special compensation shall always be made by the board of directors.

***Pensions***

Pension benefits for the CEO and other senior executives must reflect customary market terms, compared with what generally applies to executives in comparable positions in other companies, and should normally be based upon defined contribution pension plans. Retirement occurs at the relevant/applicable retirement age. Pension benefits may not exceed 35 per cent of the fixed base pay unless higher contributions follow from a pension plan pursuant to an applicable collective bargaining agreement.

***Other benefits***

Other continuous employee benefits may, among other things, consist of health insurance and fitness/wellness programs. The costs for such benefits may not exceed 10 percent of the fixed base pay.

***Notice periods and severance pay***

As a general rule, employment agreements entered between the Company and senior executives shall be on an indefinite basis. If the Company terminates the CEO’s employment, the period of notice shall be a maximum of six months. If the CEO resigns, the period of notice shall be six months. A period of notice applies between the Company and other senior executives of up to six months, whether the employee resigns or is terminated. In addition to compensation paid during the applicable period of notice, any severance pay after the applicable notice period shall not exceed an amount equivalent to the fixed base pay for 12 months for the CEO and 6 months for other senior executives. What is stated above constitutes a framework under which individual terms are to be resolved on by the board of directors.

***Compensation to founders of the Company***

Compensation to founders of the Company is subject to approval by the board of directors. Founders are excluded from the requirement of market-based pay, i.e.

their compensation and benefits may be below market, as they are compensated through their ownership in the Company.

Compensation to founders of the Company consists of the following components:

- Fixed base pay
- Pension benefits
- Additional vacation entitlement
- Pay during period of notice of termination or resignation

If a founder is temporarily covering another management position, the founder will be compensated during this period with a base pay equal to the person in the management team with the lowest salary at the time, excluding other founders.

***Approval***

Changes in terms, conditions and compensation to the CEO is subject to approval from the chairman of the board of directors. Day to day costs such as travel expenses for the CEO are approved by the CFO, and quarterly summaries are sent to the chairman of the board of directors. New recruitments, salary changes and other significant changes for senior executives other than the CEO are subject to approval from the chairman of the board of directors, whereas minor adjustments, and day-to-day costs are approved by the CEO. Payout of fixed base pay is prepared by local payroll departments and are approved before payout by the local HR representative. Payout of short-term variable pay is subject to approval from the CEO as regards to other senior executives and from the chairman of the board of directors as regards to the CEO. Eligibility for share-related incentive programs must be approved by the board of directors based on the proposal approved at a general meeting.

***Controls and decision-making process***

The Company has a remuneration committee which consists of two members of the board of directors. The chairman of the board of directors is also chairman of the remuneration committee.

The remuneration committee shall, in relation to the board of directors, have a preparatory function in respect to principles for remuneration, remuneration and other terms of employment regarding the senior executives.

Consequently, the remuneration committee shall prepare a proposal in respect to guidelines for compensation to senior executives, which it shall present to the board of directors. The proposal shall then be presented to and resolved upon by the annual general meeting. The remuneration committee shall also evaluate the application of the guidelines resolved upon by the annual general meeting.

The board of directors shall at least every fourth year or upon material changes to the guidelines make a proposal on guidelines to be resolved by the annual general meeting.

The guidelines shall be applied in relation to every commitment on compensation to senior executives and every change in such commitment, which is resolved after the annual general meeting at which the guidelines were adopted. Thus, the guidelines have no impact on pre-existing contractually binding commitments.

Guidelines resolved upon may also be amended by way of a resolution by any other general meeting.

Further, the remuneration committee shall, within the scope of the guidelines resolved upon by the annual general meeting, prepare proposals regarding

remuneration to the CEO and other senior executives. The board of directors shall annually evaluate the CEO’s performance.

Further, the remuneration committee shall observe and evaluate programs for variable compensation to the senior executives which are ongoing or finished during the year as well as the Company’s current remuneration structure and remuneration levels.

Furthermore, the remuneration committee shall annually prepare a remuneration report regarding the compensation to the senior executives. The remuneration report shall be made available to the shareholders on the Company’s website by the remuneration committee not later than three weeks prior to the annual general meeting. Within the scope and on the basis of the guidelines, the board of directors shall annually decide on the specific revised remuneration terms for each senior executive and make such other decisions on compensation to senior executives that may be required. The CEO or other senior executives shall not participate in the remuneration committee’s and the board of directors’ processing of and resolutions regarding remuneration-related matters in so far as they are affected by such matters.

Compliance with guidelines is controlled annually through the following activities:

- Collection of documented annual targets for short-term variable pay
- Random samples of salary payout approvals
- Sample reports from payroll systems to identify any out of the ordinary payouts

The results of the controls are summarized and reported to the remuneration committee.

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Stockholm in April 2025

**Sinch AB (publ)**

*The board of directors*

### Resolution on authorization for the board of directors to resolve on new issues of shares (item 15)

The board of directors proposes that the annual general meeting authorizes the board of directors to, on one or several occasions, until the next annual general meeting, resolve on new issues of shares to be paid in cash, in kind or by way of set-off or otherwise on terms and conditions and that such new issue can be performed with deviation from the shareholders' preferential rights. The issues are to be performed on market terms, taking into account any discount on market terms. The reason for the authorization and the reason for the possible deviation from the shareholders' preferential rights is to enable capital raisings for the acquisition of companies, or parts of companies, and for the operations of the Company. The board of directors is entitled to resolve on share issues causing an increase of the Company's share capital of at most 10 per cent of the Company's registered share capital at the time the board of directors first utilizes the authorization.

***Majority requirements***

A resolution in accordance with this item 15 is valid only where it is supported by shareholders holding not less than two-thirds of both the votes cast and the shares represented at the general meeting.

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Stockholm in April 2025

**Sinch AB (publ)**

*The board of directors*

**Resolution on authorization for the board of directors to resolve on acquisitions of own shares (item 16)**

The board of directors proposes that the annual general meeting authorizes the board of directors to resolve on acquisitions of the Company's own shares on the following terms and conditions:

1. Acquisitions of shares may be made on Nasdaq Stockholm or another regulated market.

2. The authorization may be exercised at one or several occasions before the next annual general meeting.

3. A maximum number of shares may be acquired so that the Company's holding of own shares at any given time does not exceed ten (10) per cent of all shares in the Company.

4. Acquisitions of the Company's own shares on Nasdaq Stockholm or another regulated market may only be made within the price interval registered at any given time, i.e. the interval between the highest bid price and the lowest selling price.

The board of directors shall have the right to decide on other terms and conditions for acquisitions of own shares in accordance with the authorization.

The purpose of the authorization is to enable the board of directors to optimise and improve the capital structure of the Company, thereby creating additional shareholder value.

***Majority requirements***

A resolution in accordance with this item 16 is valid only where it is supported by shareholders holding not less than two-thirds of both the votes cast and the shares represented at the general meeting.

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Stockholm in April 2025

**Sinch AB (publ)**

*The board of directors*

**The board of directors' of Sinch AB, reg. no. 556882-8908 (the "Company") comprehensive proposal for resolution on implementation of a long-term incentive program 2025 ("LTI 2025"), and issue of warrants to secure delivery of shares upon exercise of employee stock options granted under LTI 2025 (item 17)**

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**Background and reasons**

Since the Company's IPO in 2015, the Company has implemented several share-related incentive programs, of which three programs, LTI 2016, LTI 2018 and LTI 2019, have reached full maturity with no more outstanding warrants or employee stock options.

The board of directors considers it to be in the best interest of Sinch and its shareholders to implement an additional long-term incentive program ("**LTI 2025**") for senior executives, key personnel and other employees in the group, in accordance with this proposal. LTI 2025 is proposed to include up to 625 current and future senior executives, key personnel and other employees within the Sinch group.

The proposal has been based on the assessment of the board of directors that it is important, and in the interest of all shareholders, to create even greater participation in the group's development for current and future senior executives, key personnel and employees of the group. The board of directors also considers it important to be able to attract talent over time, to encourage continued employment and to maintain a satisfactory employee retention level.

In view of the above, the board of directors proposes that the general meeting resolves to implement the LTI 2025 in accordance with items (a)–(c) below. The resolutions under items (a)–(c) are proposed to be conditional upon each other and for that reason it is proposed that all resolutions are to be passed as one resolution.

**Item (a) – Proposal on implementation of LTI 2025**

LTI 2025 comprises two (2) Series. Series 1 of LTI 2025 comprises employee stock options which may be granted to employees of the Sinch group outside Sweden.

Series 2 of LTI 2025 comprises employee stock options which may be granted to employees of the Sinch group in Sweden.

The board of directors proposes that the general meeting resolves to issue not more than 12,800,000 warrants in total. Pursuant to the resolution in items (b) and (c), not more than 9,985,000 and 2,815,000 warrants may be issued in order to secure delivery of shares upon exercise of stock options to participants in, respectively, LTI 2025 Series 1 and 2.

The right to subscribe for the warrants of Series 1 and 2 shall vest in the wholly-owned subsidiary Sinch Holding AB (the “**Subsidiary**”), which shall hold warrants of Series 1 and 2 to secure delivery of shares upon exercise of stock options within the frame of LTI 2025 Series 1 and 2. Each stock option entitles the holder to subscribe for one (1) share in the Company. The warrants shall be issued without consideration to the Subsidiary.

Below is a description of the principal terms and conditions for each of the LTI 2025 Series 1 and 2.

***Series 1 – Employee stock options to participants outside Sweden***

Each employee stock option entitles the employee to acquire one (1) share in the Company in accordance with the following terms and conditions:

- The employee stock options will be granted without consideration.

- Employee stock options may be granted to current and future employees of the Sinch group who work outside of Sweden.

- Each employee stock option entitles the holder to acquire one (1) share in the Company at an exercise price equal to the fair market value of the share, as determined by the closing price of the Company’s share on Nasdaq Stockholm on the last trading day immediately preceding the date of grant of each stock option. However, the exercise price may not be less than the shares’ quota value (currently SEK 0.01).

- Although the allocation of employee stock options is differentiated between employees with reference to, *inter alia*, position, responsibility and working performance, as well as participation and stock options or warrants held in previously established incentive programs of the Sinch group, there are no defined performance conditions that need to be fulfilled in order to be granted employee stock options. However, the employee stock options are subject to both performance and time-based vesting conditions as set out below.

- Upon vesting, unless the employee’s employment within the Sinch group ends sooner, employee stock options remain exercisable for a period of five (5) years from the date of grant. In the event the participant is prevented from exercising employee stock options due to the EU Market Abuse Regulation or other applicable laws or internal policies, Sinch’s board of directors may prolong the exercise period for such participants with a corresponding period, however not longer than eight (8) months.

***Series 1 Vesting cycle and Performance criteria***

The vesting of the employee stock options in LTI 2025 Series 1 is dependent on the extent to which four performance criteria related to Gross Profit, Adjusted EBITDA, Reduction in greenhouse gas emissions, and measurement of Engagement Score (or similar) in Sinch (the “**Series 1 Performance Criteria**”, each a “**Series**

**1 Performance Criterion**") are met. The Series 1 Performance Criterion relating to Gross Profit and Adjusted EBITDA are hereinafter referred to as the "**Series 1 Financial KPI Performance Criterion**". The Series 1 Performance Criterion relating to Reduction in greenhouse gas emissions, and measurement of Engagement Score (or similar) are hereinafter referred to as the "**Series 1 ESG Performance Criterion**". The Series 1 Financial KPI Performance Criterion will always be measured on a last twelve (12) month basis (LTM).

The Series 1 Financial KPI Performance Criterion will each be applicable to 40 per cent of the stock options that have reached the Series 1 Initial or Subsequent Vesting Date (as defined below). The Series 1 ESG Performance Criterion will each be applicable to ten (10) per cent of the stock options that have reached Series 1 Initial or Subsequent Vesting Date.

| **Series 1 Financial KPI Performance Criterion** | | | **Series 1 ESG Performance Criterion** | |
|---|---|---|---|---|
| **Series 1 Performance Criterion** | **Gross Profit** | **Adjusted EBITDA** | **Reduction in greenhouse gas emissions** | **Engagement Score** |
| Relative weight of Series 1 Performance Criterion | 40% | 40% | 10% | 10% |

Stock options whose vesting is dependent on the extent to which the Series 1 Financial KPI Performance Criterion have been reached are hereinafter referred to as "**Series 1 Financial KPI Performance Criterion Stock Options**". Stock options whose vesting is dependent on the extent to which the Series 1 ESG Performance Criterion have been reached are hereinafter referred to as "**Series 1 ESG Performance Criterion Stock Options**".

Vesting

Provided that the holder's employment within the Sinch group has not been terminated as of a vesting date, and whether and to what extent the Series 1 Performance Criteria have been fulfilled as of the applicable vesting date, the employee stock options will vest on (i) the first anniversary of the date of grant (the "**Series 1 Initial Vesting Date**") with respect to 25 per cent of the total number of Series 1 Financial KPI Performance Criterion Stock Options and Series 1 ESG Performance Criterion Stock Options granted to a participant, and (ii) the last day of each of the following twelve (12) calendar quarters (each a "**Series 1 Subsequent Vesting Date**"), with respect to an additional 6.25 per cent per calendar quarter of the total number of Series 1 Financial KPI Performance Criterion Stock Options and Series 1 ESG Performance Criterion Stock Options granted to a participant. The total vesting period, after which all granted Series 1 stock options will have vested (as applicable), is approximately four (4) years from the date of grant, not considering the potential catch up vesting described below. The employee stock options become exercisable soon after each vesting date.

Series 1 Financial KPI Performance Criterion Stock Options

At the Series 1 Initial Vesting Date and the Subsequent Vesting Date, the Series 1 Financial KPI Performance Criterion Stock Options shall vest dependent on the extent to which the Series 1 Financial KPI Performance Criterion has increased over a twelve (12) month period. The change shall be measured as the relative change (year-over-year) in the Company's Series 1 Financial KPI Performance Criterion for each quarter preceding the relevant Series 1 Initial or Subsequent Vesting Date compared to the same quarter in the previous year. Vesting for each period shall be linear between 0-10 per cent meaning that if an increase of a Series 1 Financial KPI Performance Criterion is zero (0), zero (0) per cent of the relevant Series 1 Financial KPI Performance Criterion Stock Options vest that quarter and if an increase of a Series 1 Financial KPI Performance Criterion is ten (10) per cent or more, 100 per cent of the relevant Series 1 Financial KPI Performance Criterion Stock Options vest that quarter.

| **Increase in Series 1 Financial KPI Performance Criterion over twelve (12) months*** | **Percentage of respective Series 1 Financial KPI Performance Criterion Stock Options that vest** | **Comment (measurement and calculation)** |
|---|---|---|
| 0% increase | 0% vesting | No part of the relevant options vests when the increase is 0% compared to the previous year. |
| >0% but <10% increase | Linear vesting between 0–100% | Vesting occurs linearly in relation to the size of the increase. Example: An increase of 5% results in 50% of the relevant options vesting. |
| ≥10% increase | 100% vesting | With an increase of 10% or more compared to the previous year, full vesting of the relevant options occurs. |

* For each Series 1 Initial Vesting Date and Series 1 Subsequent Vesting Date, the increase is measured as the relative change (year-over-year) in the Company's Series 1 Financial KPI Performance Criterion for each quarter preceding the relevant vesting date, compared to the same quarter in the previous year.

Catch up of Series 1 Financial KPI Performance Criterion

If any of the Series 1 Financial KPI Performance Criterion has not been fulfilled, or has been partially fulfilled, on a given Subsequent Vesting Date but the Company's Adjusted EBITDA (CAGR) and Gross Profit (CAGR) on a vesting date or Series 1 Catch Up Date (as defined below) is fulfilled and such fulfilment lead to a higher number of vested Series 1 Financial KPI Performance Criterion Stock Options than have already vested, the balance of unvested Series 1 Financial KPI Performance Criterion Stock Options shall vest ("**Series 1 Catch Up Vesting**"). The Company's Adjusted EBITDA (CAGR) and Gross Profit (CAGR) shall for the purpose of calculating the Series 1 Catch Up Vesting be measured linear between 0-10 per cent, whereas 10 percent or greater is equal to 100 per cent Series 1 Catch Up Vesting, against the the quarter preceding the date of grant for each participant in LTI 2025, at every Series 1 Subsequent Vesting Date and at each quarter up until the date of the release of the quarterly report for the quarter prior to the last day of exercise ("**Series 1 Catch Up Date**").

In the event of any corporate event or transaction involving the Company including, but not limited to, a merger, consolidation, separation, share split, reverse share split, spin-off, extraordinary dividend, mergers or acquisitions within the group, or any similar corporate event or transaction, the board of directors shall have the possibility to make reasonable adjustments to the Series 1 Financial KPI Performance Criterions.

<u>Vesting of Series 1 ESG Performance Criterion Stock Options</u>

The Series 1 ESG Performance Criterion Stock Options shall vest depending on the fulfilment of the criteria set forth in the table below. Example: Series 1 ESG Performance Criterion Stock Options granted in June 2025 will reach its Initial Vesting Date in June 2026. The latest available data for a full financial year at this time is data for 2025 and therefore the Performance Criteria in column FY25 shall be applied. One year later at a Subsequent Vesting Date in June 2027 the latest available data for a full financial year is 2026 and therefore the Performance Criteria in column FY26 shall be applied etc.

| **Series 1 Performance Criteria** | **Measurement Period** | | | |
|---|---|---|---|---|
| | **FY25** | **FY26** | **FY27** | **FY28** |
| **Reduction in greenhouse gas emissions*** – 0% vesting if target is not reached, 100 % vesting if target is reached. | | | | |
| Target (100% vesting) | Minimum -6% annual reduction vs. 2023 baseline | Minimum -6% annual reduction vs. 2023 baseline | Minimum -6% annual reduction vs. 2023 baseline | Minimum -6% annual reduction vs. 2023 baseline |
| **Engagement Score** – 0% vesting if target is not reached, 100 % vesting if target is reached. | | | | |
| Target (100% vesting) | 2025 Engagement Score 68% | 2026 Engagement Score minimum +2% from prior year | 2027 Engagement Score minimum +2% from prior year | 2028 Engagement Score minimum +2% from prior year |

* This target aligns with Sinch's Science Based Target and the pathway to reduce Scope 1 and 2 greenhouse gas emissions by 42% by 2030, compared to the 2023 baseline *(established in accordance with the Science Based Target Initiative)*. This means an annual reduction of 6% of scope 1 and 2 emissions vs 2023 baseline *calculated according to the following formula*. *Previous year CO2e = X. Current year CO2e = Y. X – Y = Annual reduction. Annual reduction / 2023 baseline, must be equal to or greater than 6 %.*

### *Series 2 – Employee stock options to participants in Sweden*

Each employee stock option entitles the employee to acquire one (1) share in the Company in accordance with the following terms and conditions:

- The employee stock options will be granted without consideration.
- Employee stock options may be granted to current and future employees of the Sinch group who work in Sweden.
- Each employee stock option entitles the holder to acquire one (1) share in the Company at an exercise price equal to the fair market value of the share, as determined by the closing price of the Company's share on Nasdaq Stockholm on the last trading day immediately preceding the date of grant of each stock option. However, the exercise price may not be less than the shares' quota value (currently SEK 0.01).
- Although the allocation of employee stock options is differentiated between employees with reference to, *inter alia*, position, responsibility and working performance, as well as participation and stock options or warrants held in previously established incentive programs of the Sinch group, there are no defined performance conditions that need to be fulfilled in order to be granted employee stock options. However, the employee stock options are subject to both performance and time-based vesting conditions as set out below.
- Upon vesting, unless the employee's employment within the Sinch group ends sooner, employee stock options remain exercisable for a period of five (5) years from the date of grant. In the event the participant is prevented from exercising employee stock options due to the EU Market Abuse Regulation or other applicable laws or internal policies, Sinch's board of directors may prolong the exercise period for such participants with a corresponding period, however not longer than eight (8) months.

***Series 2 Vesting cycle and Performance criteria***

The vesting of the employee stock options in LTI 2025 Series 2 is dependent on the extent to which four performance criteria related to Gross Profit, Adjusted EBITDA, Reduction in greenhouse gas emissions, and measurement of Engagement Score (or similar) in Sinch (the "**Series 2 Performance Criteria**", each a "**Series 2 Performance Criterion**") are met. The Series 2 Performance Criterion relating to Gross Profit and Adjusted EBITDA are hereinafter referred to as the "**Series 2 Financial KPI Performance Criterion**". The Series 2 Performance Criterion relating to Reduction in greenhouse gas emissions, and measurement of Engagement Score (or similar) are hereinafter referred to as the "**Series 2 ESG Performance Criterion**". The Series 2 Financial KPI Performance Criterion will always be measured on a last twelve (12) month basis (LTM).

The Series 2 Financial KPI Performance Criterion will each be applicable to 40 per cent of the stock options that have reached the Series 2 Initial or Subsequent Vesting Date (as defined below). The Series 2 ESG Performance Criterion will each be applicable to ten (10) per cent of the stock options that have reached the Series 2 Initial or Subsequent Vesting Date.

| Series 2 Financial KPI Performance Criterion | | | Series 2 ESG Performance Criterion | |
|---|---|---|---|---|
| **Series 2 Performance Criterion** | **Gross Profit** | **Adjusted EBITDA** | **Reduction in greenhouse gas emissions** | **Engagement Score** |
| Relative weight of Series 2 Performance Criterion | 40% | 40% | 10% | 10% |

Stock options whose vesting is dependent on the extent to which the Series 2 Financial KPI Performance Criterion have been reached are hereinafter referred to as "**Series 2 Financial KPI Performance Criterion Stock Options**". Stock options whose vesting is dependent on the extent to which the Series 2 ESG Performance Criterion have been reached are hereinafter referred to as "**Series 2 ESG Performance Criterion Stock Options**".

Vesting

Provided that the holder's employment within the Sinch group has not been terminated as of a vesting date, and whether and to what extent the Series 2 Performance Criteria have been fulfilled as of the applicable vesting date, the employee stock options will vest on (i) the third anniversary of the date of the grant (the "**Series 2 Initial Vesting Date**") with respect to 50 per cent of the total number of Series 2 Financial KPI Performance Criterion Stock Options and Series 2 ESG Performance Criterion Stock Options granted to a participant, and (ii) the fourth anniversary of the date of the grant (the "**Series 2 Subsequent Vesting Date**") with respect to 50 per cent of the total number of Series 2 Financial KPI Performance Criterion Stock Options and Series 2 ESG Performance Criterion Stock Options granted to a participant. The total vesting period, after which all granted stock options will have vested (as applicable), is approximately four (4) years from the date of grant, not considering the potential catch up vesting described below. The employee stock options become exercisable soon after each vesting date.

Series 2 Financial KPI Performance Criterion Stock Options

At the Series 2 Initial Vesting Date and the Subsequent Vesting Date, the Series 2 Financial KPI Performance Criterion Stock Options shall vest dependent on the extent to which the Series 2 Financial KPI Performance Criterion has increased over a twelve (12) month period. The change shall be measured as the relative change (year-over-year) in the Company's Series 2 Financial KPI Performance Criterion for each quarter preceding the relevant Series 2 Initial and Subsequent Vesting Date compared to the same quarter in the previous year. Vesting for each measurement period shall be linear between 0-10 per cent meaning that if an increase of a Series 2 Financial KPI Performance Criterion is zero (0), zero (0) per cent of the relevant Series 2 Financial KPI Performance Criterion Stock Options vest that quarter and if an increase of a Series 2 Financial KPI Performance Criterion is ten (10) per cent or more, 100 per cent of the relevant Series 2

Financial KPI Performance Criterion Stock Options vest that quarter.

| Increase in Series 2 Financial KPI Performance Criterion over twelve (12) months* | Percentage of respective Series 2 Financial KPI Performance Criterion Stock Options that vest | Comment (measurement and calculation) |
|---|---|---|
| 0% increase | 0% vesting | No part of the relevant options vests when the increase is 0% compared to the previous year. |
| >0% but <10% increase | Linear vesting between 0–100% | Vesting occurs linearly in relation to the size of the increase. Example: An increase of 5% results in 50% of the relevant options vesting. |
| ≥10% increase | 100% vesting | With an increase of 10% or more compared to the previous year, full vesting of the relevant options occurs. |

*For each Series 2 Initial Vesting Date and Series 2 Subsequent Vesting Date, the increase is measured as the relative change (year-over-year) in the Company's Series 2 Financial KPI Performance Criterion for each quarter preceding the relevant vesting date, compared to the same quarter in the previous year.

Catch-up of Series 2 Financial KPI Performance Criterion

If any of the Series 2 Financial KPI Performance Criterion has not been fulfilled, or has been partially fulfilled, on a given Initial or Subsequent Vesting Date but the Company's Adjusted EBITDA (CAGR) and Gross Profit (CAGR) on a vesting date or Series 2 Catch Up Date (as defined below) is fulfilled and such fulfilment lead to a higher number of vested Series 2 Financial KPI Performance Criterion Stock Options than have already vested, the balance of unvested Series 2 Financial KPI Performance Criterion Stock Options shall vest ("**Series 2 Catch Up Vesting**"). The Company's Adjusted EBITDA (CAGR) and Gross Profit (CAGR) shall for the purpose of calculating the Series 2 Catch Up Vesting be measured linear between 0-10 per cent, whereas 10 percent or greater is equal to 100 per cent Series 2 Catch Up Vesting, against the the quarter preceding the date of grant for each participant in LTI 2025, at every Series 2 Subsequent Vesting Date and at each quarter up until the date of the release of the quarterly report for the quarter prior to the last day of exercise ("**Series 2 Catch Up Date**").

In the event of any corporate event or transaction involving the Company including, but not limited to, a merger, consolidation, separation, share split, reverse share split, spin-off, extraordinary dividend, mergers or acquisitions within the group, or any similar corporate event or transaction, the board of directors shall have the possibility to make reasonable adjustments to the Series 2 Financial KPI Performance Criterions.

Vesting of Series 2 ESG Performance Criterion Stock Options

The Series 2 ESG Performance Criterion Stock Options shall vest depending on the fulfilment of the criterias set forth in the table below. Example: Series 2 ESG Performance Criterion Stock Options granted in June 2025 will reach its Initial Vesting Date in June 2028. The latest available data for a full financial year at this time is data for 2027 and therefore the Performance Criteria in column FY27 shall be applied. One year later at the Subsequent Vesting Date in June 2029 the latest available data for a full financial year is 2028 and therefore the Performance Criteria in column FY28 shall be applied.

| **Series 2 Performance Criteria** | **Measurement period** | |
|---|---|---|
| | **FY27** | **FY28** |
| **Reduction in greenhouse gas emissions*** – 0% vesting if target is not reached, 100 % vesting if target is reached. | | |
| Target (100% vesting) | Minimum -6% annual reduction vs. 2023 baseline | Minimum -6% annual reduction vs. 2023 baseline |
| **Engagement Score** – 0% vesting if target is not reached, 100 % vesting if target is reached. | | |
| Target (100% vesting) | 2027 Engagement Score minimum +2% from prior year | 2028 Engagement Score minimum +2% from prior year |

* This target aligns with Sinch's Science Based Target and the pathway to reduce Scope 1 and 2 greenhouse gas emissions by 42% by 2030, compared to the 2023 baseline *(established in accordance with the Science Based Target Initiative)*. This means an annual reduction of 6% of scope 1 and 2 emissions vs 2023 baseline *calculated according to the following formula*. *Previous year CO2e = X. Current year CO2e = Y. X – Y = Annual reduction. Annual reduction / 2023 baseline, must be equal to or greater than 6 %.*

### *Preparation and administration*

The board of directors shall be responsible for the design, interpretation and management of stock options granted under LTI 2025 within the framework of the above-mentioned principal terms and conditions. The board of directors has the right to make reasonable changes and adjustments in detailed terms and conditions of the framework for stock options under LTI 2025 as deemed necessary or appropriate due to differences in local legislation or practices or for administrative purposes. For holders of stock options who are members of the group management, the board of directors is entitled to (i) accelerate vesting of stock options in the event of a change of control situation where the holder is dismissed from his or her employment in connection therewith and (ii) permit extended vesting and exercisability during the severance period, e.g. in good leaver situations. The board of directors also has the right to adjust detailed terms and conditions of stock options in the event of significant changes within the group or its operational environment that entail that the framework established for stock options under LTI 2025 is no longer reasonable or appropriate, provided that such changes are not more favourable to the participant than the terms and conditions set forth in this resolution proposal.

***Recalculation due to split, consolidation, new share issue etc.***

The exercise price and the number of shares that each warrant or stock option entitles to subscription of shall be recalculated in the event of a split, consolidation, new share issue etc. in accordance with customary re-calculation terms or as set out in the detailed terms and conditions of warrants.

***Allocation principles, etc.***

The participants' right to be granted employee stock options is differentiated between employees with reference to *inter alia* position, responsibility and working performance in the group. The participants have for this reason been divided into three (3) different categories:

**Category A (not more than 25 persons):** Members of the group management and selected key personnel

**Category B (not more than 100 persons):** Business unit management and key personnel

**Category C (not more than 500 persons):** Other personnel

The right to receive employee stock options of Series 1 shall be reserved for current and future employees of the Sinch group who work outside of Sweden, and employee stock options of Series 2 shall be reserved for current and future employees who work in Sweden.

The below allocation principles apply to the grant of stock options within each of the categories set out above.

| **Category** | **Maximum number stock options for each participant** | **Maximum number of stock options within the category** |
|---|---|---|
| **Category A (maximum 25 persons)** | 800,000 | 3,100,000 |
| **Category B (maximum 100 persons)** | 200,000 | 4,500,000 |
| **Category C (maximum 500 persons)** | 100,000 | 5,200,000 |
| **Total maximum Category A, B and C** | N/A | 12,800,000 |

In the event that all stock options within one or more categories are not transferred, such non-transferred stock options may be offered to employees in other categories. The maximum number of stock options per person within each category as set out above may however not be exceeded for any individual. Stock options may be granted on one or more occasion.

Neither the Company's board members, nor the founders, shall be eligible to participate in LTI 2025.

**Item (b) – Proposal on issue of warrants to secure delivery of shares upon exercise of employee stock options of Series 1**

The board of directors proposes that the Company shall issue not more than 9,985,000 warrants in Series 1, whereby the Company's share capital may be increased by not more than SEK 99,850 at full exercise of the warrants for subscription of shares, corresponding to approximately 1.18 per cent of the share capital in the Company as of the date of this proposal, being SEK 8,445,562.22.

The right to subscribe for the warrants shall, with deviation from the shareholders' preferential rights, only vest in the Subsidiary, with the right and obligation to dispose of the warrants as further described above. Each warrant entitles the holder to subscribe for one (1) share in the Company during the period from and including the date of registration with the Swedish Companies Registration Office (Sw. *Bolagsverket*) up to and including 31 December 2034, at an exercise price equal to the shares' quota value (currently SEK 0.01). The warrants shall be issued to the Subsidiary without consideration.

In order to fulfil the commitments arising from LTI 2025, the board of directors proposes that the general meeting authorizes that the Subsidiary may transfer warrants to a third party, or otherwise dispose over the warrants, in accordance with item (a).

A detailed resolution proposal for the issue of warrants Series 1, including complete terms and conditions for the warrants, is set out in Appendix A (including its sub-appendix).

**Item (c) – Proposal on issue of warrants to secure delivery of shares upon exercise of employee stock options of Series 2**

The board of directors proposes that the Company shall issue not more than 2,815,000 warrants in Series 2, whereby the Company's share capital may be increased by not more than SEK 28,150 at full exercise of the warrants for subscription of shares, corresponding to approximately 0.33 per cent of the share capital in the Company as of the date of this proposal, being SEK 8,445,562.22.

The right to subscribe for the warrants shall, with deviation from the shareholders' preferential rights, only vest in the Subsidiary, with the right and obligation to dispose of the warrants as further described above. Each warrant entitles the holder to subscribe for one (1) share in the Company during the period from and including the date of registration with the Swedish Companies Registration Office (Sw. *Bolagsverket*) up to and including 31 December 2034, at an exercise price equal to the shares' quota value (currently SEK 0.01). The warrants shall be issued to the Subsidiary without consideration.

In order to fulfil the commitments arising from LTI 2025, the board of directors proposes that the general meeting authorizes that the Subsidiary may transfer warrants to a third party, or otherwise dispose over the warrants, in accordance with item (a).

A detailed resolution proposal for the issue of warrants Series 2, including complete terms and conditions for the warrants, is set out in Appendix B (including its sub-appendix).

**Additional information regarding LTI 2025**

***Costs***

The employee stock options Series 1 and 2 are expected to incur accounting costs (accounted for in accordance with the accounting standard IFRS 2) as well as social security costs during the term of the stock options. According to IFRS 2, the employee stock option costs shall be recorded as a personnel expense in the income statement during the vesting period. The total costs for employee stock options Series 1 and 2, calculated in accordance with IFRS 2, are estimated to amount to approximately SEK 76 million during the term of the program (excluding social security costs). The estimated costs have been calculated based on, *inter alia*, the following assumptions: (i) a market price of the Company's share of SEK 21.50 at the time of grant, (ii) an estimated future volatility in respect of the Company's share during the term of the stock options of 47 per cent, (iii) that the maximum number of stock options encompassed by this resolution proposal are granted to participants, (iv) expected time to exercise in accordance with IFRS 2, (v) an annual turnover of personnel of approximately 10 per cent based on historical data, and (vi) that all vested stock options are exercised. Social security costs, which are expected to arise primarily in connection to the exercise of stock options, are estimated to amount to approximately SEK 13 million during the term of the program, based on *inter alia* the assumptions set out under items (i)–(vi) above as well as an average social security rate of approximately 9 per cent and an annual increase in the market price of the Company's share of 15 per cent during the vesting period.

Other costs related to the LTI 2025, including *inter alia* expenses related to fees to external advisors, external appraiser and administration of the incentive program, are estimated to amount to approximately SEK 2 million during the term of the program.

Based on the assumptions set out above, the total costs of the LTI 2025 are estimated to approximately SEK 90 million in total during the term of the program.

These costs shall be seen in relation to the total employee benefits expenses of the Sinch group, which during the financial year 2024 amounted to SEK 4,457 million.

If the share price were to decrease or increase by, for example, 10% until the introduction of the programme (relative to the assumption of SEK 21.50), the costs of the stock options are expected to decrease or increase by the same percentage (assuming that the other assumptions above remain unchanged).

***Dilution***

If all stock options within the frame of LTI 2025 are transferred or granted to participants and if all stock options are exercised, up to 12,800,000 shares may be issued, equivalent to a maximum dilution of approximately 1.49 per cent of the shares and votes of the Company. Upon full exercise of the stock options which have been transferred or granted to participants in LTI 2020, LTI II 2020, LTI 2021, LTI II 2021, LTI 2022, LTI 2023 and LTI 2024 which are outstanding as of the date of this resolution proposal, including warrants that have been exercised but where the shares have not yet been registered, the maximum dilution will amount to approximately 5.95 per cent of the shares and votes of the Company. The dilution calculations have been based on the maximum number of shares and votes which may be issued upon exercise of stock options, divided by the total number of shares and votes in the Company after such issues (based on the number of shares issued in the Company as of the date of this resolution proposal, being 844,556,222 shares).

***Motivation in respect of Series 1 stock option vesting and exercise conditions***

According to the Rules on Remuneration laid down by the Stock Market Self-Regulation Committee (Sw. *Aktiemarknadens Självregleringskommitté*), the vesting period, or the period between the date of grant until the date when a warrant or stock option may be exercised shall, as a general rule, not be shorter than three (3) years and any deviations from this general rule shall be justified. As set out further above, vesting of Series 1 employee stock options will start on the first anniversary of the date of grant of the stock options to participants, and on the third anniversary of the date of grant, up to 75 per cent of the employee stock options granted to a participant may have vested (provided that all applicable vesting conditions have then been fulfilled). Further, the vested stock options become exercisable soon after they have vested. The reason for applying such terms, which are not in line with the recommendations of the Stock Market Self-Regulation Committee as set out above, is that the board of directors of the Company consider such terms to be in line with market practice for employee stock option programs in most of the countries where the intended participants in Series 1 of LTI 2025 operate. It is therefore, in the opinion of the board of directors, in the best interest of the Company and its shareholders to apply such terms in order to fulfil the objectives of LTI 2025.

***Preparation of the proposal***

This proposal in respect of LTI 2025 has been prepared by the Company's remuneration committee and board of directors in consultation with external advisers.

***The reason for the deviation from the shareholders' preferential rights***

The reason for the deviation from the shareholders' preferential rights is to implement LTI 2025.

***Majority requirements***

Since the resolutions under items (a)–(c) are conditional upon each other and passed as one resolution, a resolution to approve the proposal is valid only when supported by shareholders holding not less than nine-tenths (9/10) of the votes cast as well as the shares represented at the general meeting (as the transfer of stock options to participants under items (b)–(c) require such majority).

***Authorization***

It is proposed that the board of directors, or a person appointed by the board of directors, shall be authorized to make such minor adjustments to this resolution that may be required for the registration with the Swedish Companies Registration Office (Sw. *Bolagsverket*) and Euroclear Sweden AB, and that the board of directors shall have the right to undertake minor adjustments to the incentive program due to applicable foreign rules and laws, applicable laws, regulations or market practice.

***Overview of outstanding incentive programs***

Since the Company’s IPO in 2015, the Company has implemented several share-related incentive programs, of which three programs, LTI 2016, LTI 2018 and LTI 2019, have reached full maturity with no more outstanding stock options or warrants. An overview of all outstanding incentive programs is included in the table below.

| Program | Total # of shares at AGM/EGM | Size of program | Potential max dilution (%) | Invested and subscribed | Invested and subscribed /Size of program | Exercised (to date) | Exercised / Size of program | Outstanding | Outstanding / Size of program | Exercised + Outstanding | Exercised and outstanding/ Size of program |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | 486,486,450 | 15,000,000 | **2.99%** | 12,157,000 | **81%** | 9,783,640 | **65%** | - | **0%** | 9,783,640 | **65%** |
| 2018 | 536,020,890 | 15,000,000 | **2.72%** | 13,809,200 | **92%** | 12,438,620 | **83%** | - | **0%** | 12,438,620 | **83%** |
| 2019 | 536,020,890 | 5,100,000 | **0.94%** | 3,260,000 | **64%** | 1,780,020 | **35%** | - | **0%** | 1,780,020 | **35%** |
| 2020 I | 588,747,510 | 5,800,000 | **0.98%** | 3,281,000 | **57%** | 179,400 | **3%** | 1,364,150 | **24%** | 1,543,550 | **27%** |
| 2020 II | 599,859,340 | 4,702,600 | **0.78%** | 4,228,890 | **90%** | - | **0%** | 3,398,790 | **72%** | 3,398,790 | **72%** |
| 2021 I | 650,235,020 | 3,230,000 | **0.49%** | 3,118,550 | **97%** | - | **0%** | 1,820,420 | **56%** | 1,820,420 | **56%** |
| 2021 II | 727,163,370 | 3,210,000 | **0.44%** | 3,049,919 | **95%** | - | **0%** | 1,092,215 | **34%** | 1,092,215 | **34%** |
| 2022 | 833,196,688 | 25,000,000 | **2.91%** | 21,488,206 | **86%** | 1,090,015 | **4%** | 13,164,531 | **53%** | 14,254,546 | **57%** |
| 2023 | 838,602,248 | 8,385,000 | **0.99%** | 7,203,099 | **86%** | 54,100 | **1%** | 5,507,075 | **66%** | 5,561,175 | **66%** |
| 2024 | 843,362,848 | 17,100,000 | **1.99%** | 15,628,727 | **91%** | - | **0%** | 14,317,714 | **84%** | 14,317,714 | **84%** |
| **Total** | | **102,527,600** | | | | **25,325,795** | **25%** | **40,664,895** | **40%** | **65,990,690** | **64%** |
| **LTI 2025** | **844 million*** | **12,800,000** | **1.49%** | | | | | | | | |

*Note: The total number of shares at AGM/EGM, size of program, and estimated dilution has been recalculated due to the 2021 share split.*
** Based on 844,556,222 shares outstanding.*

The dilution calculations above have been based on the maximum number of shares and votes which may be issued upon exercise of outstanding warrants and employee stock options, divided by the total number of shares and votes in the Company after such issues (based on the number of shares issued in the Company as of the date of this resolution proposal, being 844,556,222 shares).

The Company's outstanding share-related incentive programs will be described in detail in the 2024 annual report, note 9, and in the remuneration report for 2024.

**Appendix A**

**LTI 2025 – ISSUE OF WARRANTS OF SERIES 1**

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The board of directors proposes an issue of not more than 9,985,000 warrants.

1. The right to subscribe for the warrants shall, with deviation from the shareholders' preferential rights, only vest in Sinch Holding AB, a wholly owned subsidiary of the Company.

2. The warrants will be issued without consideration (Sw. *vederlagsfritt*).

3. The subscription for warrants shall be made up to and including 4 July 2025. The board of directors shall be entitled to prolong the subscription period.

4. Upon exercise of all warrants in Series 1, up to 9,985,000 shares (with reservation for any re-calculation) may be issued. Upon full exercise of the warrants, the Company's share capital will increase with a maximum of SEK 99,850.

5. The warrants shall in all other respects be governed by the terms and conditions set forth in Appendix A.1.

The reason for the deviation from shareholders' preferential rights is to implement LTI 2025.

It is furthermore proposed that the board of directors, or a person appointed by the board of directors, is authorized to undertake such minor adjustments in the resolution that may be required for the registration with the Swedish Companies Registration Office and Euroclear Sweden AB.

**Appendix B**

**LTI 2025 – ISSUE OF WARRANTS OF SERIES 2**

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The board of directors proposes an issue of not more than 2,815,000 warrants.

1. The right to subscribe for the warrants shall, with deviation from the shareholders' preferential rights, only vest in Sinch Holding AB, a wholly owned subsidiary of the Company.

2. The warrants will be issued without consideration (Sw. *vederlagsfritt*).

3. The subscription for warrants shall be made up to and including 4 July 2025. The board of directors shall be entitled to prolong the subscription period.

4. Upon exercise of all warrants in Series 2, up to 2,815,000 shares (with reservation for any re-calculation) may be issued. Upon full exercise of the warrants, the Company's share capital will increase with a maximum of SEK 28,150.

5. The warrants shall in all other respects be governed by the terms and conditions set forth in Appendix B.1.

The reason for the deviation from shareholders' preferential rights is to implement LTI 2025.

It is furthermore proposed that the board of directors, or a person appointed by the board of directors, is authorized to undertake such minor adjustments in the resolution that may be required for the registration with the Swedish Companies Registration Office and Euroclear Sweden AB.