

SINCH AB
2019 SERIES 4-6 STOCK OPTION PLAN

Article 1. Establishment & Purpose

1.1 Establishment. Sinch AB (the “Company”), hereby establishes the 2019 Series 4-6 Stock Option Plan (this “Plan”) as set forth herein.

1.2 Purpose of this Plan. The purpose of this Plan is to attract, retain and motivate certain officers and employees of the Company and its Subsidiaries and Affiliates, and to promote the success of the Company’s business by providing them with appropriate incentives and rewards through a proprietary interest in the long-term success of the Company.

Article 2. Definitions

Capitalized terms used and not otherwise defined herein shall have the meanings set forth below.

2.1 “Affiliate” means any entity that the Company, either directly or indirectly, is in common control with, is controlled by or controls, or any other entity designated by the Board in which the Company or an Affiliate has a substantial direct or indirect equity interest.

2.2 “Award Agreement” means a written agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to an Option.

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

2.4 “Cause” means, with respect to any Participant, “Cause” as defined in the employment agreement, if any, by and between the Company or any Affiliate and the Participant or, if not so defined, the Participant’s: (a) breach of any fiduciary duty or legal or contractual obligation (including any restrictive covenants) to the Company or any Affiliate, (b) material and continued failure to follow the reasonable instructions of the Board or the Participant’s direct or indirect supervisor(s), (c) gross negligence, willful misconduct, fraud, insubordination, acts of dishonesty, persistent neglect of duty, chronic unapproved absenteeism or conflict of interest relating to the Company or any Affiliate, (d) commission of or indictment for any felony or any misdemeanor relating to the affairs of the Company or any Affiliate or involving financial dishonesty or moral turpitude, (e) illegal use of controlled substances during the performance or the Participant’s duties or that adversely affects the reputation or best interests of the Company or any Affiliate, or (f) material noncompliance with the company policy or laws relating to the workplace environment.

2.5 “Change of Control” means (a) any transaction or series of related transactions in which any Person shall (i) acquire, whether by purchase, exchange, tender offer, merger, consolidation, recapitalization or otherwise, or (ii) otherwise be the owner of (as a result of a redemption of Shares or otherwise) Shares (or shares in a successor corporation by merger, consolidation or otherwise), such that following such transaction or transactions, such Person beneficially owns fifty percent or more of the voting power at elections for the Board or the board of directors of any successor corporation, or (b) the sale or transfer of all or substantially all of the assets of the Company and its Subsidiaries; provided, that, to the extent necessary to comply with Section 409A of the Code, “Change of Control” shall be limited to a “change in control event” as defined under Section 409A of the Code.

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

2.7 “**Committee**” means the Board, or any committee designated by the Board to administer this Plan in accordance with Article 3 of this Plan.

2.8 “**Disability**” means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

2.9 “**Employee**” means an officer or other employee of the Company or any Subsidiary or Affiliate.

2.10 “**Fair Market Value**” means, as of any day, with respect to the Shares:

- (a) if the Shares are readily tradable on a stock exchange or in over-the-counter market, the mean between the highest and lowest quoted selling prices for the Shares quoted on such exchange or market on the preceding day, or if no trades were made on such date, the immediately preceding day on which trades were made; or
- (b) in the absence of such a market for the Shares, the fair value per Share as determined in good faith by the Board and, for the purpose of determining the Option Price, consistent with the principles of Section 409A of the Code.

2.11 “**Incentive Stock Option**” means an Option intended to meet the requirements of an incentive stock option as defined in Section 422 of the Code and designated as an Incentive Stock Option in accordance with Article 6 of this Plan.

2.12 “**Nonqualified Stock Option**” means an Option that is not an Incentive Stock Option.

2.13 “**Option**” means any Option granted from time to time under Article 6 of this Plan.

2.14 “**Option Price**” means the purchase price per Share subject to an Option, as determined pursuant to Section 6.2 of this Plan.

2.15 “**Participant**” means any Employee to whom an Option is granted.

2.16 “**Person**” means any natural person, sole proprietorship, general partnership, limited partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, governmental authority, or any other organization, irrespective of whether it is a legal entity and includes any successor (by merger or otherwise) of such entity.

2.17 “**Service**” means service as an Employee to the Company or any Subsidiary or Affiliate.

2.18 “**Share**” means a share of common stock of the Company or such other class or kind of shares or other securities resulting from the application of Article 8 of this Plan.

2.19 “**Subsidiary**” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company (or any parent of the Company) if each of the corporations, other than the last corporation in each unbroken chain owns stock possessing fifty percent or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

2.20 “**Ten Percent Shareholder**” means a person who on any given date owns, either directly or indirectly (taking into account the attribution rules contained in Section 424(d) of the Code), stock possessing more than ten percent of the total combined voting power of all classes of stock of the Company or a Subsidiary or Affiliate.

Article 3. Administration

3.1 Authority of the Committee. This Plan shall be administered by the Committee, which shall have full power to interpret and administer this Plan and full authority to select the Employees to whom Options will be granted and determine the type and amount of Options to be granted to each such Employee and the terms and conditions of such Options. Without limiting the generality of the foregoing, the Committee may, in its sole discretion, interpret, clarify, construe or resolve any ambiguity in any provision of this Plan or any Award Agreement, accelerate or waive vesting of Options and exercisability of Options, extend the term or period of exercisability of any Options, modify the Option Price of any Options, or waive any terms or conditions applicable to any Options, subject to the limitations set forth in Section 9.2 of this Plan. The Committee shall have full and exclusive discretionary power to adopt rules, forms, instruments and guidelines for administering this Plan as the Committee deems necessary or proper. All actions taken and all interpretations and determinations made by the Committee or by the Board (or any other committee or sub-committee thereof), as applicable, shall be final and binding upon the Participants, the Company and all other interested individuals.

3.2 Delegation. The Committee may delegate to one or more of its members, one or more officers of the Company or any Affiliate, or one or more agents or advisors such administrative duties or powers as it may deem advisable.

Article 4. Eligibility and Participation

4.1 Eligibility. Participants will consist of such Employees as the Committee in its sole discretion determines and whom the Committee may designate from time to time to receive Options under this Plan. Designation of a Participant in any year shall not require the Committee to designate such person to receive Options in any other year or, once designated, to receive the same type or amount of Options as granted to the Participant in any other year.

4.2 Type of Options. Incentive Stock Options and Nonqualified Stock Options may be granted under this Plan. Options granted under this Plan shall be evidenced by Award Agreements (which need not be identical) that provide additional terms and conditions associated with such Options, as determined by the Committee in its sole discretion; provided, however, that in the event of any conflict between the provisions of this Plan and any such Award Agreement, the provisions of this Plan shall prevail.

Article 5. Shares Subject to this Plan

5.1 Number of Shares Available for Options.

- (a) **Shares.** Subject to adjustment as provided in this Article 5 and Article 8 of the Plan, the maximum number of Shares available for issuance to Participants pursuant to Options under the Plan shall be 150,000. The Shares available for issuance under the Plan may consist, in whole or in part, of authorized and unissued Shares or treasury Shares. Any Shares tendered to or withheld to satisfy all or part of the Company’s tax withholding obligation with respect to Options shall not be available for the issuance of additional Options.

- (b) **Additional Shares.** In the event that any outstanding Option expires, is forfeited, cancelled or otherwise terminated without consideration (i.e., Shares or cash) therefor, the Shares subject to such Option, to the extent of any such forfeiture, cancellation, expiration or termination, shall again be available for Options under this Plan.

Article 6. Options

6.1 Grant of Options. The Committee is hereby authorized to grant Options to Participants. Each Option shall permit a Participant to purchase a stated number of Shares at an Option Price established by the Committee, subject to the terms and conditions described in this Article 6 and to such additional terms and conditions, as established by the Committee, in its sole discretion, that are consistent with the provisions of the Plan. Options shall be designated as either Incentive Stock Options or Nonqualified Stock Options. An Option granted as an Incentive Stock Option shall, to the extent it fails to qualify under the Code as an Incentive Stock Option, be treated as a Nonqualified Stock Option. Neither the Committee, the Company, any of its Subsidiaries or Affiliates, nor any of their employees or representatives shall be liable to any Participant or to any other Person if it is determined that an Option intended to be an Incentive Stock Option does not qualify under the Code as an Incentive Stock Option. Each Option shall be evidenced by an Award Agreement which shall state the number of Shares covered by such Option. Such Award Agreements shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall deem advisable.

6.2 Option Price. The Option Price shall be determined by the Committee at the time of grant, but shall not be less than one-hundred percent of the Fair Market Value of a Share on the date of grant. In the case of any Incentive Stock Option granted to a Ten Percent Shareholder, the Option Price shall not be less than one-hundred-ten percent of the Fair Market Value of a Share on the date of grant.

6.3 Option Term. The term of each Option shall be determined by the Committee at the time of grant and shall be stated in the Award Agreement, but in no event shall such term be greater than ten years (or, in the case on an Incentive Stock Option granted to a Ten Percent Shareholder, five years).

6.4 Time of Exercise. Options granted under this Article 6 shall be exercisable at such times and be subject to such restrictions and conditions as the Committee shall in each instance approve as set forth in each Award Agreement, which terms and restrictions need not be the same for each grant or for each Participant.

6.5 Method of Exercise. Except as otherwise provided in the Plan or in an Award Agreement, an Option may be exercised for all, or from time to time any part, of the Shares for which it is then exercisable. For purposes of this Article 6, the exercise date of an Option shall be the later of the date a notice of exercise is received by the Company or the Company's designated agent and, if applicable, the date full payment is received pursuant to the following sentence (including the applicable tax withholding pursuant to Section 11.3 of the Plan). The aggregate Option Price for the Shares as to which an Option is exercised shall be paid in full at the time of exercise in cash or its equivalent (e.g., by cashier's check). The Committee may prescribe any other method of payment that it determines to be consistent with applicable law and the purpose of the Plan. The Company may require the Option Price be paid to an agent of the Company and any Shares as to which an Option is exercised may be delivered from an agent of the Company.

6.6 Limitations on Incentive Stock Options. Incentive Stock Options may be granted only to employees of the Company or of a "parent corporation" or "subsidiary corporation" (as such terms are defined in Section 424 of the Code) at the date of grant. The aggregate Fair Market Value (generally

determined as of the time the Option is granted) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year under all plans of the Company and of any “parent corporation” or “subsidiary corporation” shall not exceed one hundred thousand dollars, or the Option shall be treated as a Nonqualified Stock Option, but only to the extent of that portion of the Option in excess of the limit. For purposes of the preceding sentence, unless otherwise designated by the Company, Incentive Stock Options will be taken into account in the order in which they are granted.

Article 7. Compliance with Section 409A of the Code

7.1 General. The Company intends that the Plan and all Options be construed to avoid the imposition of additional taxes, interest, and penalties pursuant to Section 409A of the Code. Notwithstanding the Company’s intention, in the event any Option is subject to such additional taxes, interest or penalties pursuant to Section 409A of the Code, the Committee may, in its sole discretion and without a Participant’s prior consent, amend the Plan and/or Options, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (a) exempt the Plan and/or any Options from the application of Section 409A of the Code, (b) preserve the intended tax treatment of any such Options, or (c) comply with the requirements of Section 409A of the Code, including without limitation any such regulations, guidance, compliance programs, and other interpretative authority that may be issued after the date of the grant. In no event shall the Committee, the Company, any of its Subsidiaries or Affiliates, nor any of their employees or representatives be liable for any additional tax, interest or penalties that may be imposed on a Participant under Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

7.2 Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or Award Agreement, any payment(s) of nonqualified deferred compensation (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan to a “specified employee” (as defined under Section 409A of the Code) as a result of his or her separation from service (other than a payment that is not subject to Section 409A of the Code) shall be delayed for the first six months following such separation from service (or, if earlier, until the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) on the day that immediately follows the end of such six-month period or as soon as administratively practicable thereafter. Any remaining payments of nonqualified deferred compensation shall be paid without delay and at the time or times such payments are otherwise scheduled to be made.

7.3 Separation from Service. A termination of Service shall not be deemed to have occurred for purposes of any provision of the Plan or any Award Agreement providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A of the Code upon or following a termination of Service, unless such termination is also a “separation from service” within the meaning of Section 409A of the Code and the payment thereof prior to a “separation from service” would violate Section 409A of the Code. For purposes of any such provision of the Plan or any Award Agreement relating to any such payments or benefits, references to a “termination,” “termination of employment,” “termination of service,” or like terms shall mean “separation from service.”

Article 8. Adjustments; Change of Control

8.1 Adjustments. In the event of any corporate event or transaction involving the Company (including, but not limited to, a change in the Shares of the Company or the capitalization of the Company) such as a merger, consolidation, separation, stock dividend, stock split, reverse stock split, split

up, spin-off, combination of Shares, exchange of Shares, extraordinary cash dividend, amalgamation, or other like change in capital structure (other than normal cash dividends to stockholders of the Company), or any similar corporate event or transaction, the Committee shall substitute or adjust, in the manner and to the extent the Committee considers equitable to the Participants and consistent with the terms of the Plan in its sole discretion, the number and kind of Shares or other property that may be issued under the Plan or under particular forms of Options, the number and kind of Shares or other property subject to outstanding Options, the Option Price applicable to outstanding Options and/or other value determinations applicable to the Plan or outstanding Options.

8.2 Change of Control. Upon the occurrence of a Change of Control after the Effective Date, unless otherwise specifically prohibited under applicable laws or by the rules and regulations of any securities exchanges on which the Company's securities may then be traded, or unless the Committee shall specify otherwise in the Award Agreement, the Committee is authorized (but not obligated) to make adjustments in the terms and conditions of outstanding Options, including without limitation the following (or any combination thereof): (a) continuation or assumption of such outstanding Options under the Plan by the Company (if it is the surviving company or corporation) or by the surviving company or corporation or its parent; (b) substitution by the surviving company or corporation or its parent of awards with substantially the same terms for outstanding Options (excluding the type of securities deliverable upon exercise of the Options); (c) accelerated exercisability and/or vesting under outstanding Options immediately prior to the occurrence of such event; (d) upon written notice, provide that any outstanding Options must be exercised, to the extent then exercisable, during a reasonable period of time immediately prior to the scheduled consummation of the event or such other period as determined by the Committee (contingent upon the consummation of the event), and at the end of such period, such Options shall terminate to the extent not so exercised within the relevant period; (e) cancellation of all or any portion of outstanding Options for fair value (in the form of cash, Shares, other property or any combination thereof) as determined in the sole discretion of the Committee which may equal the excess, if any, of the value of the consideration to be paid in the Change of Control transaction to holders of the same number of Shares subject to such Options (or, if no such consideration is paid, Fair Market Value of the Shares subject to such outstanding Options or portion thereof being canceled) over the aggregate Option Price with respect to such Options or portion thereof being canceled, or if no such excess, zero; and (f) cancellation of all or any portion of outstanding unvested and/or unexercisable Options for no consideration.

Article 9. Duration; Amendment, Modification, Suspension and Termination

9.1 Duration of Plan. Unless sooner terminated as provided in Section 9.2, this Plan shall terminate on the tenth anniversary of the Effective Date.

9.2 Amendment, Modification, Suspension and Termination of Plan. Subject to the terms of the Plan, the Committee may amend, alter, suspend, discontinue or terminate this Plan or any portion thereof or any Options (or Award Agreement) hereunder at any time, in its sole discretion, provided, that, no action taken by the Committee shall adversely affect in any material respect the rights granted to any Participant under any outstanding Options (other than pursuant to Article 7, Article 8, or as the Committee deems necessary to comply with applicable law) without the Participant's written consent.

Article 10. Forfeiture of Options Upon Termination of Service

10.1 Termination of Service for Cause. Unless otherwise provided in an Award Agreement, in the event (a) a Participant's Service is terminated for Cause or (b) the Committee determines that a Participant's acts or omissions constitute Cause, all outstanding Options held by the Participant shall terminate and be forfeited without consideration, effective on the date the Participant's Service is

terminated for Cause or the date the act or omission constituting Cause is determined to have occurred, as applicable.

10.2 Termination of Service Due to Death or Disability. Unless otherwise provided in an Award Agreement, in the event a Participant's Service is terminated due to death or Disability (and Cause does not exist as of such date): (a) all unvested Options held by the Participant shall terminate and be forfeited without consideration, effective as of the date the Participant's Service is terminated and (b) all vested Options shall terminate on the earlier of (i) one year following the termination of Service and (ii) the expiration of the term of such Options.

10.3 Termination of Service for Reason Other than Cause, Death or Disability. Unless otherwise provided in an Award Agreement, in the event a Participant's Service is terminated for any reason other pursuant to Section 10.1 and Section 10.2 above (and Cause does not exist as of such date): (a) all unvested Options held by the Participant shall terminate and be forfeited without consideration, effective as of the date the Participant's Service is terminated and (b) all vested Options shall terminate on the earlier of (i) ninety days following the termination of Service and (ii) the expiration of the term of such Options.

Article 11. General Provisions

11.1 No Right to Service or Option. The granting of an Option under the Plan shall impose no obligation on the Company, any Subsidiary or any Affiliate to continue the Service of a Participant and shall not lessen or affect any right that the Company, any Subsidiary or any Affiliate may have to terminate the Service of such Participant. No Participant or other Person shall have any claim to be granted any Option, and there is no obligation for uniformity of treatment of Participants, or holders or beneficiaries of Options. The terms and conditions of Options and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant (whether or not such Participants are similarly situated).

11.2 Fractional Shares. The Committee shall determine whether cash, securities or other property shall be issued or paid in lieu of fractional Shares or whether such fractional Shares or any rights thereto shall be issued, rounded, forfeited, or otherwise eliminated.

11.3 Tax Withholding. The Company shall have the power and the right to deduct or withhold automatically from any amount deliverable under the Option or otherwise, or require a Participant to remit to the Company, the minimum statutory amount to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan. Participants may elect, subject to the approval of the Committee, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value equal to the minimum statutory total tax that could be imposed in connection with any such taxable event.

11.4 No Guarantees Regarding Tax Treatment. Participants (or their beneficiaries) shall be responsible for all taxes with respect to any Options under the Plan. The Committee and the Company make no guarantees to any Person regarding the tax treatment of Options or payments made under the Plan. Neither the Committee nor the Company has any obligation to take any action to prevent the assessment of any tax on any Person with respect to any Option and none of the Committee, the Company, any of its Subsidiaries or Affiliates, or any of their employees or representatives shall have any liability to any Person with respect thereto.

11.5 Non-Transferability of Options. Unless otherwise determined by the Committee, an Option shall not be transferable or assignable by the Participant except in the event of death (subject to the applicable laws of descent and distribution) and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable. No transfer shall be permitted for value or consideration. An Option exercisable after the death of a Participant may be exercised by the heirs, legatees, personal representatives or distributees of the Participant. Any permitted transfer of the Options to heirs, legatees, personal representatives or distributees of the Participant shall not be effective to bind the Company unless the Committee shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions hereof.

11.6 Conditions and Restrictions on Shares. The Committee may impose such other conditions or restrictions on any Shares received in connection with an Option as it may deem advisable or desirable. These restrictions may include, but shall not be limited to, requirements that the Participant: (a) hold the Shares received for a specified period of time or (b) represent and warrant in writing that the Participant is acquiring the Shares for investment and without any present intention to sell or distribute such Shares. The certificates for Shares may include any legend which the Committee deems appropriate to reflect any conditions and restrictions applicable to such Shares.

11.7 Shares Not Registered. Shares and Options shall not be issued under this Plan unless the issuance and delivery of such Shares and Options comply with (or are exempt from) all applicable requirements of law, including, without limitation, the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange on which the Company's securities may then be traded. The Company shall not be obligated to file any registration statement under any applicable securities laws to permit the purchase, issuance or transfer of any Shares or any Options under this Plan, and accordingly any certificates for Shares or documents granting Options may have an appropriate legend or statement of applicable restrictions endorsed thereon. If the Company deems it necessary to ensure that the issuance of securities under this Plan is not required to be registered under any applicable securities laws, each Participant to whom such security would be purchased or issued shall deliver to the Company an agreement or certificate containing such representations, warranties and covenants as the Company reasonably requires.

11.8 Rights as a Stockholder. Except as otherwise provided herein or in the applicable Award Agreement, a Participant shall have none of the rights of a stockholder with respect to Shares covered by any Option until the Participant becomes the record holder of the Shares subject to such Option.

11.9 Severability. If any provision of the Plan or any Option is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Option, or would disqualify the Plan or any Option under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Option, such provision shall be stricken as to such jurisdiction, Person, or Option, and the remainder of the Plan and any such Option shall remain in full force and effect.

11.10 Unfunded Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any Participant, beneficiary, legal representative, or any other Person. To the extent that any Person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be

established and no segregation of assets shall be made to assure payment of such amounts. The Plan is not subject to the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

11.11 No Constraint on Corporate Action. Nothing in the Plan shall be construed to: (a) limit, impair, or otherwise affect the Company's right or power to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell, or transfer all or any part of its business or assets; or (b) limit the right or power of the Company to take any action which such entity deems to be necessary or appropriate.

11.12 Successors. All obligations of the Company under the Plan with respect to Options granted hereunder shall 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 of the business or assets of the Company.

11.13 Governing Law. This Plan and each Award Agreement and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Plan or any Award Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan or any Award Agreement to the substantive law of another jurisdiction.

11.14 Effective Date. The Plan shall be effective as of [●], 2019, the date of adoption by the Board (the "Effective Date"). The Plans was approved by the Company's stockholders on [●], 2019.

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