



PROTOKOLL FRA EKSTRAORDINÆR GENERALFORSAMLING I IDEX BIOMETRICS ASA

Den 15. desember 2020 ble det avholdt ekstraordinær generalforsamling i IDEX Biometrics ASA ("Selskapet"). Generalforsamlingen ble gjennomført som et elektronisk møte. Bakgrunnen for dette er situasjonen rundt Covid-19 og for å hindre smittespredning. Generalforsamlingen ble åpnet av styreleder Morten Opstad.

Tilstede: 70 aksjonærer var til stede gjennom den elektroniske løsningen eller ved fullmakt. 332 582 616 aksjer var representert ved elektronisk deltakelse eller ved fullmakt. Det utgjorde 39,97 % av aksjekapitalen.

Oversikt over stemmeberettigede aksjer representert og protokoll for stemmegivningen under generalforsamlingen vedlegges.

1. Registrering av deltakende aksjonærer; valg av møteleder og en person til å medundertegne protokollen

Morten Opstad gjennomgikk fremlagt online oppmøteliste, fullmaktliste og oversikt over stemmeinstrukser fra DNB Bank ASA Verdipapirservice. Denne ble enstemmig vedtatt og lagt til grunn. Samtidig gjorde møteåpner oppmerksom på at det iht. stemmeinstrukser ville være et antall aksjer under enkelte agendapunkt som enten ville bli notert som stemme imot forslaget eller stemme som avholdt seg fra votering.

Generalforsamlingen fattet enstemmig følgende

Vedtak:

Morten Opstad ble enstemmig valgt til møteleder. Anja Vestøl Hauge ble valgt til å medundertegne protokollen.

2. Godkjenning av møteinnkalling og dagsorden

Det kom ingen innvendinger mot innkallingen, som sammen med dagsorden ble enstemmig godkjent av generalforsamlingen.

3. Styrevalg

Agendapunkt 3 ble trukket av valgkomitéen grunnet gjenstående formaliteter i forhold til en av valgkomitéens kandidater til styreverv.

Møteleder Morten Opstad informerte generalforsamlingen om at valgkomitéen vil fremsette et forslag på Selskapets neste generalforsamling.

4. Godkjenning av avtaler om skadesløsholdelse

Valgkomitéens forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av vedlegg til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Det vedtas at en avtale om skadesløsholdelse, i det vesentlige lik avtalen som vedlagt i Vedlegg 1 i protokollen til denne ekstraordinære generalforsamlingen, godkjennes, og kan inngås med styremedlemmer og ledelsen i Selskapet og dets datterselskaper.

5. Tegningsrettsbasert Insentivplan 2020

5.1 Godkjenning av plandokumentet

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av vedlegg til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Det vedtas at Tegningsrettsbasert Insentivplan 2020 («2020 Subscription Rights Incentive Plan»), som vedlagt i Vedlegg 2 i protokollen til denne ekstraordinære generalforsamlingen, godkjennes.

5.2 Ratifisering og godkjenning av konvertering av tegningsretter

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av vedlegg til protokollen. Generalforsamlingen fattet følgende

Vedtak:

Styrets vedtak den 2. oktober 2020 om å erstatte totalt 25 962 800 tegningsretter fra Selskapets Incentivprogrammer fra 2016, 2017 og 2018 med det samme antall tegningsretter under Tegningsrettsbasert Insentivplan 2020, ratifiseres og godkjennes. Tegningsrettene er underlagt vilkår som fastsatt av ordinær generalforsamling avholdt 15. mai 2020.

6. Styrefullmakt til å utstede aksjer

(a) Styrefullmakt til å utstede aksjer ved private plasseringer

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av vedlegg til protokollen. Generalforsamlingen fattet følgende

Vedtak:

1. *Styret i IDEX Biometrics ASA ("Selskapet") gis fullmakt til å gjennomføre én eller flere kapitalutvidelser ved å utstede nye aksjer. Aksjekapitalen kan etter denne fullmakt økes med inntil NOK 12 482 201,22 (som representerer 10 % av den registrerte aksjekapitalen i Selskapet på tidspunktet for den ekstraordinære generalforsamling). Videre skal summen av kapitalutvidelsene som styret kan gjennomføre under dette punkt 6 underpunkt (a) og (b) under enhver omstendighet ikke overstige 10 % av Selskapets registrerte aksjekapital på tidspunktet for tildelingen av denne styrefullmakten. Alle tidligere fullmakter som er gitt styret til å utstede aksjer skal trekkes tilbake med virkning fra tidspunktet for registrering av nærværende fullmakt i Foretaksregisteret (for å unngå tvil, ikke inkludert den øvrige fullmakten under dette agendapunkt 6, og fullmakten i agendapunkt 7.2 i protokollen fra den ordinære generalforsamlingen avholdt 15. mai 2020).*
2. *Denne fullmakten kan benyttes i forbindelse med privat plassering og utstedelse av aksjer til egnede investorer (kan være nærværende og/eller nye aksjeeiere, herunder ansatte i Selskapet) for å innhente ytterligere kapital for Selskapet. Fullmakten dekker ikke kapitalutvidelser i forbindelse med fusjoner, jf. allmennaksjeloven § 13-5.*
3. *Dersom Selskapets aksjekapital eller pålydende per aksje endres ved fondsemissjon, aksjesplitt, aksjespleis, kapitalnedsettelse ved reduksjon av pålydende osv., skal den maksimale nominelle verdi av aksjene som utstedes under denne fullmakt, justeres tilsvarende.*

4. *Nåværende aksjeeiere gir avkall på sine fortrinnsretter til å tegne aksjer i medhold av allmennaksjeloven i tilfelle en forhøyelse av aksjekapitalen ifølge denne fullmakt.*
5. *Styret har fullmakt til å fastsette vilkår for tegningen, herunder tegningskurs, dato for innbetaling og retten til videresalg av aksjene til andre.*
6. *Betaling av aksjekapital i forbindelse med en kapitalforhøyelse som det er gitt fullmakt til her, kan foretas ved tingsinnskudd og på andre måter som beskrevet i allmennaksjeloven § 10-2.*
7. *Generalforsamlingen gir styret fullmakt til å endre Selskapets vedtekter vedrørende størrelsen på aksjekapitalen når den nærværende fullmakten brukes.*
8. *Fullmakten skal gjelde frem til Selskapets ordinære generalforsamling i 2021, men ikke lenger enn til 30. juni 2021.*
9. *De nye aksjene som kan tegnes ifølge denne fullmakten, skal være berettiget til utbytte som besluttet utdelt etter at tegningskursen er innbetalt og kapitalforhøyelsen er registrert i Foretaksregisteret. I andre henseender skal aksjene ha aksjeeierrettigheter fra den dagen de blir utstedt, med mindre styret bestemmer noe annet.*
10. *Aksjer som ikke er fullt innbetalt kan ikke overdras eller selges.*

(b) Styrefullmakt til å utstede aksjer ved fortrinnsrettsemisjoner

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av vedlegg til protokollen. Generalforsamlingen fattet følgende

Vedtak:

1. *Styret i IDEX Biometrics ASA ("Selskapet") gis fullmakt til å gjennomføre én eller flere kapitalutvidelser ved å utstede nye aksjer. Aksjekapitalen kan etter denne fullmakt økes med inntil NOK 12 482 201,22 (som representerer 10 % av den registrerte aksjekapitalen i Selskapet på tidspunktet for den ekstraordinære generalforsamling). Videre skal summen av kapitalutvidelsene som styret kan gjennomføre under dette punkt 6 underpunkt (a) og (b) under enhver omstendighet ikke overstige 10 % av Selskapets registrerte aksjekapital på tidspunktet for tildelingen av denne styrefullmakten. Alle tidligere fullmakter som er gitt styret til å utstede aksjer skal trekkes tilbake med virkning fra tidspunktet for registrering av nærværende fullmakt i Foretaksregisteret (for å unngå tvil, ikke inkludert den øvrige fullmakten under dette agendapunkt 6, og fullmakten i agendapunkt 7.2 i protokollen fra den ordinære generalforsamlingen avholdt 15. mai 2020).*
2. *Denne fullmakten kan benyttes i forbindelse med fortrinnsrettsemisjon mot eksisterende aksjonærer i Selskapet for å innhente ytterligere kapital for Selskapet. Fullmakten dekker ikke kapitalutvidelser i forbindelse med fusjoner, jf. allmennaksjeloven § 13-5.*
3. *Dersom Selskapets aksjekapital eller pålydende per aksje endres ved fondsemisjon, aksjesplitt, aksjespleis, kapitalnedsettelse ved reduksjon av pålydende osv., skal den maksimale nominelle verdi av aksjene som utstedes under denne fullmakt, justeres tilsvarende.*
4. *Styret har fullmakt til å fastsette vilkår for tegningen, herunder tegningskurs, dato for innbetaling og retten til videresalg av aksjene til andre.*

5. *Betaling av aksjekapital i forbindelse med en kapitalforhøyelse som det er gitt fullmakt til her, kan foretas ved tingsinnskudd og på andre måter som beskrevet i allmennaksjeloven § 10-2.*
6. *Generalforsamlingen gir styret fullmakt til å endre Selskapets vedtekter vedrørende størrelsen på aksjekapitalen når den nærværende fullmakten brukes.*
7. *Fullmakten skal gjelde frem til Selskapets ordinære generalforsamling i 2021, men ikke lenger enn til 30. juni 2021.*
8. *De nye aksjene som kan tegnes ifølge denne fullmakten, skal være berettiget til utbytte som besluttet utdelt etter at tegningskursen er innbetalt og kapitalforhøyelsen er registrert i Foretaksregisteret. I andre henseender skal aksjene ha aksjeeierrettigheter fra den dagen de blir utstedt, med mindre styret bestemmer noe annet.*
9. *Aksjer som ikke er fullt innbetalt kan ikke overdras eller selges.*

7. Fullmakt til styret til å erverve egne aksjer

Styrets forslag ble gjennomgått og vedtatt. Stemmeresultat fremgår av vedlegg til protokollen. Generalforsamlingen fattet følgende

Vedtak:

1. *I samsvar med allmennaksjeloven §§ 9-4 og 9-5 gis styret i IDEX Biometrics ASA ("Selskapet") fullmakt til å erverve Selskapets egne aksjer; til eie eller pant, for et samlet pålydende på inntil NOK 12 482 201,22 (som representerer 10 % av den registrerte aksjekapitalen i Selskapet på tidspunktet for den ekstraordinær generalforsamling).*
2. *I henhold til denne fullmakten skal styret for hver aksje minst betale NOK 0,15 og maksimalt sluttkurs per aksje, som rapportert av Oslo Børs, på den dagen kjøpstilbudet blir fremsatt, likevel slik at beløpet ikke skal overskride NOK 1 000 per aksje.*
3. *Styret kan treffe beslutning med hensyn til på hvilken måte og vilkår egne aksjer skal erverves, disponeres eller avhendes, likevel slik at det tas hensyn til lovens krav om likebehandling av aksjonærer.*
4. *For det tilfellet at Selskapets aksjekapital endres som følge av en fondsemisjon, aksjesplitt, aksjespleis, kapitalnedsettelse ved reduksjon av pålydende per aksje osv., skal den maksimale nominelle verdien på aksjer som kan erverves, samt minimums- og maksimumspris per aksje, justeres tilsvarende.*
5. *Fullmakten skal gjelde frem til datoen for Selskapets ordinære generalforsamling i 2021, men ikke lenger enn 30. juni 2021.*

Det forelå ingen flere saker. Den ekstraordinære generalforsamlingen ble deretter hevet.


 Morten Opstad


 Anja Vestøl Hauge

Attendance Summary Report

12:46:27

Registered Attendees: 10
Total Votes Represented: 332,582,616
Total Accounts Represented: 70
Total Voting Capital: 832,146,748
% Total Voting Capital Represented: 39.97%

<u>Capacity</u>	Sub Total:	<u>Registered Attendees</u>	<u>Registered Non-Voting Attendees</u>	<u>Registered Votes</u>	<u>Accounts</u>
Shareholder (web)		8	0	1,355,369	8
3rd Party Proxy (web)					3
STYRETS LEDER WITH PROXY		1	0	157,385,591	42
STYRETS LEDER WITH INSTRUCTIONS		1	0	173,841,656	17

Yours sincerely,

Nina Pertolaw
DNB Bank ASA Issuer Services



The Chairman
IDEX Biometrics

15 December 2020

Dear Sir,

As scrutineer appointed for the purpose of the Poll taken at the Annual General Meeting of the Members of the Company held on 15 December 2020, I HEREBY CERTIFY that the result of the Poll is correctly set out as follows:-

Issued share capital: 832,146,748

	VOTES FOR / FOR	%	VOTES MOT /	%	VOTES AVSTÁR /	VOTES TOTAL	% of ISC VOTED	NO VOTES
1	332,382,686	100.00	0	0.00	0	332,382,686	39.94%	199,930
2	332,382,686	100.00	0	0.00	0	332,382,686	39.94%	199,930
4	332,282,686	99.97	100,000	0.03	199,900	332,582,586	39.97%	30
5.1	277,050,808	83.35	55,358,798	16.65	100,000	332,509,606	39.96%	73,010
5.2	276,850,908	83.31	55,458,798	16.69	199,900	332,509,606	39.96%	73,010
6 (a)	332,555,586	99.99	27,000	0.01	0	332,582,586	39.97%	30
6 (b)	332,304,706	100.00	0	0.00	199,900	332,504,606	39.96%	78,010
7	332,562,586	99.99	20,000	0.01	0	332,582,586	39.97%	30

Yours faithfully,

Nina Pertolaw
DNB Bank ASA Issuer Services




INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of [] 2020 between IDEX Biometrics ASA, a Norwegian public limited liability company (the "Company"), and [] ("Indemnitee").

RECITALS:

WHEREAS, highly competent persons may be reluctant to serve corporations as directors or officers unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect directors and officers in the Company from certain liabilities;

WHEREAS, the Company intends to undertake a listing of American Depositary Shares ("ADSs") representing its ordinary shares on a securities exchange in the United States and to become a public reporting company in such jurisdiction (the "U.S. Listing"), which may subject the Company and its directors and officers to incremental liability in respect thereof;

WHEREAS, Indemnitee does not necessarily regard the protection available under the insurance as adequate in the present circumstances after considering the prospective U.S. Listing, and may not be willing to serve or continue to serve as a director or officer of the Company without adequate protection, and the Company desires Indemnitee to serve in such capacity, Indemnitee is willing to serve or continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she receives protection in the form of indemnification from the Company;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons, including in respect of the U.S. Listing, is detrimental to the best interests of the Company and its shareholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable Norwegian law ("Law") so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified; and

WHEREAS, in order to induce Indemnitee to serve or to continue to serve as a director or officer of the Company, the Company has determined and agreed to enter into this Agreement with Indemnitee.

NOW, THEREFORE, in consideration of Indemnitee's service or continued service as a director or officer of the Company after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the full and maximum extent authorized or permitted by Law. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), he or she is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, provided that the acts or omissions from which the liability arise was not caused by intentional misconduct or gross negligence, breach of Indemnitee's duty of loyalty towards the Company or otherwise not permissible under Norwegian law, hereunder the Public Limited Companies Act dated 13 June 1997 no. 45 and non-statutory company law; provided, however, if applicable Law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Oslo District Court (Norwegian: *Oslo tingrett*) shall determine that such indemnification may be made.

the extent that, such failure actually and materially prejudices the interests of the Company or the Indemnitee's claim towards the Company is time-barred in accordance with the Norwegian Act no. 18 of 18 May 1979 relating to the Limitation Period for Claims.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 5(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Indemnitee: (1) by a majority vote of the Disinterested Directors (as hereinafter defined), provided the Board is in quorum, (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, provided that the Board is in quorum, (3) Independent Counsel (as hereinafter defined) in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) by the shareholders of the Company.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 5(b) hereof, the Independent Counsel shall be selected as provided in this Section 5(c). The Independent Counsel shall be selected by Indemnitee (unless Indemnitee requests that such selection be made by the Board). Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 12 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 5(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Oslo District Court (Norwegian: *Oslo tingrett*) for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 5(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 5(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 5(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 5(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 5 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law;

commenced pursuant to this Section 6, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 6, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 12 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery. The Company authorizes Indemnitee from time to time to retain counsel of Indemnitee's choice, at the expense of the Company to the extent provided under applicable law, to advise and represent Indemnitee in connection with any such judicial adjudication or recovery, including without limitation, the initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, shareholder or other person affiliated with the Company; provided that (A) the employment of counsel by Indemnitee has been previously authorized by the Company and (B) Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee with respect to any judicial action. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company consents to Indemnitee's entering into an attorney-client relationship with such counsel, and in that connection, the Company and Indemnitee agree that a confidential relationship shall exist between Indemnitee and such counsel.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 6 that the procedures and presumptions of this Agreement are not valid, binding and enforceable. The Company agrees that its execution of this Agreement shall constitute a stipulation by which (and, if necessary, it shall stipulate in any such court that) it shall be irrevocably bound in any court of competent jurisdiction in which a proceeding by Indemnitee for enforcement of his or her rights hereunder shall have been commenced, continued or appealed, that its obligations set forth in this Agreement are unique and special, and that failure of the Company to comply with the provisions of this Agreement will cause irreparable and irremediable injury to Indemnitee, for which a remedy at law will be inadequate. As a result, in addition to any other right or remedy Indemnitee may have at law or in equity with respect to breach of this Agreement, Indemnitee shall be entitled to injunctive or mandatory relief directing specific performance by the Company of its obligations under this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by Law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

7. Non-Exclusivity; Survival of Rights; Primacy of Indemnification; Insurance; Subrogation.

(a) The rights of indemnification and the right to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Articles of Association, any agreement, a vote of shareholders, a resolution of directors or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Law, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If,

parties hereto with respect to the subject matter hereof. For the avoidance of doubt, the employment or service agreement in effect between the Company (or its affiliate) and the Indemnitee shall remain in full force and effect in accordance with its terms.

12. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee and who is not disqualified from participating in the discussion or decision of the matter pursuant to applicable law.

(c) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding or responding to, or objecting to, a request to provide discovery in any Proceeding. "Expenses" also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation, the premium, security for, and other costs relating to any lawful cost bond, supersedeas bond, or other appeal bond or its equivalent, and, for purposes of Section 6(e), Expenses incurred by the Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation.

(e) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law, including without limitation, the Law, and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by him or her or of any inaction on his or her part while acting as a director or officer of the Company, or by reason of the fact that he or she is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 6 of this Agreement to enforce his or her rights under this Agreement.

13. Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid,

IDEX Biometrics ASA

By: _____
Name:
Title:

INDEMNITEE

Name:
Address: _____

IDEX BIOMETRICS ASA

2020 SUBSCRIPTION RIGHTS INCENTIVE PLAN

This 2020 Subscription Rights Incentive Plan (the "Plan"), effective as of 15 May 2020, was resolved by the board of directors of IDEX Biometrics ASA (the "Company") on 23 July 2020 in accordance with a resolution by the Company's annual general meeting on 15 May 2020.

1. **Purpose of the Plan.** In accordance with the AGM 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 other relevant countries, 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 "independent subscription rights" as such term is defined under the laws of Norway.

Note: Some terms and references in the following are specific to U.S. taxpayers or employees and contractors of IDEX America Inc., as the case may be. Such terms/references will apply correspondingly to employees and contractors of other entities in the IDEX group, adapted to relevant geography.

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 AGM 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) If 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. 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 the Fair Market Value of the Common Stock on the Grant Date.

(ii) The Plan Administrator may, in its sole discretion and in case of particular circumstances, grant up to 7,179,887 Options with an exercise price less than the Fair Market Value, provided that the exercise price shall under no circumstances be less than par value per share of Common Stock at any given time, and provided further that, any such Option granted to a Participant who is subject to U.S. income tax is otherwise exempt from or complies with the requirements of Section 409A of the Code.

(iii) 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.

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. **Stock Option Categories.** Options are either Incentive Stock Options (ISOs) or Nonqualified Stock Options (NSOs). Only employees who are eligible for ISOs may be granted ISOs. All other employees and other persons can only be granted NSOs.

9. **Incentive Stock Option Limitations.** The terms of an Incentive Stock Option must comply in all respects with Section 422 of the Code, or any successor provision, and any

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 AGM 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).

10. **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.

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.

11. **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.** 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.

(c) **Market Standoff.** In the event of a public offering by the Company, whether underwritten or not underwritten, of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, 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.

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

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 a member of the Board as having the sole and exclusive power of attorney, to the maximum extent permitted by applicable laws, 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 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.

(e) Cash settlement. If delivery of shares of Common Stock to a Participant is prohibited, restricted or, in the Company's opinion, unreasonably administratively burdensome due to laws, regulations and/or securities registration practices (applicable to the Company and/or the Participant), the Plan Administrator may determine, in its sole discretion, that the Participant, upon vesting and exercise of the Options, shall be entitled to a cash settlement only (no issuance and delivery of shares of Common Stock) in an amount equal to the total Fair Market Value as of the date of exercise less the total Exercise Price, subject to applicable tax withholdings ("Cash Settlement").

17. **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.

18. **Participants in Other Countries or Jurisdictions.** The Plan Administrator may grant Awards to Eligible Persons of any nationality residing in any geography on such terms and conditions different from those specified in the Plan, as may, in the judgment of the Plan

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.

“AGM Resolution” means resolution as approved by the Company’s shareholders at the annual general meeting held on 15 May 2020.

“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 AGM 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, England and Wales 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

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 0.15 Norwegian Krone per share, of the Company.

"Company" means IDEX Biometrics ASA, a Norwegian corporation, organization number NO 976 846 923.

"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 15 May 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

“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. Termination of Service shall be deemed to occur upon the expiration of any applicable statutory or contractual termination notice periods.

“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.