



AS APF Holdings

Rules of the Investor Loyalty Program

Table for developing versions of a document

Version	Effective date	Information class
1.0	10.10.2025.	Public

1. General provisions

- 1.1. These Terms and Conditions regulate the application of the shareholder loyalty program (hereinafter – the Program) of JSC "APF Holdings" (hereinafter – the Program) to the Company's shareholders – private and legal persons.
- 1.2. The aim of the program is to promote long-term investments in the Company's shares, providing incentive benefits to shareholders, complying with the requirements of regulatory enactments, including:
- Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC;
 - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
 - Requirements of the Financial Instrument Market Law;
 - Nasdaq First North alternative market rules.
- 1.3. By registering for membership in the Program, the shareholder confirms that he has read and agrees to these Terms. From the moment of registration, a contractual relationship is established between the Company and the shareholder, which regulates participation in the Program and the use of its benefits.
- 1.4. An integral part of these Terms and Conditions is the Company's Privacy Policy, which applies to the processing of personal data of Program participants.

2. Program participants and application procedures

- 2.1. Both natural and legal persons – shareholders of the Company who own at least 1 share of the Company and who have registered in the Program in accordance with the procedure set out in these Terms and Conditions – are entitled to participate in the Program.
- 2.2. For legal entities, participation in the Program means that the legal entity itself is registered as a member. A legal entity is entitled, at its own discretion, to use or transfer the benefits granted within the framework of the Program to its employees or other designated persons.
- 2.3. Advantages of the program:

Level	Bronze	Golden	Platinum
Number of shares (for legal entities/ individuals)	≤50	51-500	>501

Benefits			
Discount code for all purchases on www.fiteg2.com	10%	15%	20%
Access to Fiteg ² quarterly news on health, innovation and company news	✓	✓	✓

Exclusive opportunity to be the first to buy new products on www.fiteg2.com	✓	✓	✓
Invitation to the annual "Fiteg ² Innovation Lab" event organized by the R&D team	✓	✓	✓

2.4. The list of shareholders for participation in the Program is reviewed on the 15th day of each month or the next business day (if the 15th is a weekend or public holiday). The right to the discount is granted or cancelled on the basis of the current list of shareholders of the Company, which has been received from the Central Depository of Latvia.

3. Registration procedure

3.1. In order to participate in the Program, a shareholder who owns at least 50 shares of the Company must fill in the electronic registration form specified by the Company <https://apf.lv/en/investoriem> indicating the following information:

Individuals

- Name, surname;
- Personal identification number (personal code);
- Address of residence;
- e-mail address;
- Phone number;
- Number of shares held in the Company;
- Proof of holding shares;
- Confirmation of familiarity with the Privacy Policy and its terms;
- Consent to the processing of personal data;
- Acceptance of the Program Terms;
- Consent to receive news about the Program and Company news on his/her phone and/or e-mail.

For legal entities

- Name;
- Registration number;
- Registered legal address;
- e-mail address;
- Phone number;
- number of shares held in the Company;
- Proof of holding shares;
- Confirmation of familiarity with the Privacy Policy and its terms;
- Consent to the processing of personal data;
- Acceptance of the Program Terms;
- Consent to receive news about the Program and Company news on his/her phone and/or e-mail.

3.2. After registration and verification of the ownership of the shareholder's shares, the shareholder will receive a confirmatory email about participation in the program.

3.3. Participation in the Program comes into effect after the approval of the Company and sending the discount code to the e-mail address of the shareholder.

3.4. Participation in the Program is voluntary, and the shareholder may refuse participation at any time by sending a signed application to the Company to an e-mail or legal address.

4. Terms for granting and using discount codes

4.1. Each qualified shareholder receives an individual discount code for use in the e-shop www.fiteg2.com of the Company.

4.2. Discount code:

- not to be used for commercial purposes or for resale;
- not exchangeable for money or other values;

- is valid for a limited period of time specified in the code or accompanying information.
- 4.3.If a discount code is used in contravention of these Terms – for example, it is used for commercial purposes or if the Program's conditions are violated – the Company is entitled to cancel the specific code without notice and terminate the participant's participation in the Program.

5. Program cancellation and changes

5.1. The Company has the right at any time:

- terminate the Program as a whole or with respect to any specific participant;
- cancel the issued discount codes;
- change the Terms of the Program by publishing them on the Company's website and sending an informative notice to the registered e-mails of the Program participants.

5.2.This right may be exercised without prior notice and without any obligation to provide explanations.

5.3.The Company undertakes to inform Program Participants about significant changes to these Terms and Conditions or termination of the Program at least 10 (ten) days in advance by sending a notification to the registered e-mail address of the Program Participant and publishing information on the website.

6. Protection of personal data

6.1. By registering in the Program, the participant gives the Company consent to the processing of his personal data.

6.2.Personal data is processed only for the purposes of administering the Program and is not transferred to third parties, except if it is necessary for the fulfillment of the requirements of regulatory enactments or the performance of tasks of supervisory authorities.

6.3.The data controller is APF Holdings AS, registration No. 50203047991, legal address: Maldugunu street 4, Marupe, Marupes district, LV-2167, Latvia.

6.4.Detailed information on data processing, the rights of participants and the procedure for submitting complaints is available in the Company's Privacy Policy.

6.5.If a participant withdraws consent to the processing of personal data or exercises the right to restriction of processing, which makes the operation of the Program impossible, the Company reserves the right to terminate or cancel participation in the Program.

7. Regulatory compliance and disclosure

7.1. The Company ensures that the implementation of the Program does not involve the use of inside information or abusive market influence and complies with the requirements of the MAR Regulation.

7.2.If, during the implementation of the Program, the Company obtains or creates information that could be considered inside information, it will be processed and disclosed in accordance with the provisions of the MAR Regulation.

7.3. The Company reserves the right to request additional information or documents from participants in order to verify the applicability and compliance of the Program.

8. Settlement of disputes

8.1. All disputes arising in connection with the application of this Programme shall be settled through negotiations.

8.2. If no agreement is reached, the dispute shall be examined in the court of the Republic of Latvia in accordance with the legal address of the Company.

9. Availability and amendments to the rules

9.1. These Terms and Conditions are available on the Company's website <https://apf.lv/investoriem>

9.2. The Company is entitled to unilaterally amend these Terms and Conditions at any time in accordance with the applicable regulatory enactments, informing about it on the company's website.