

Ref no and PIN is applied on notices sent to shareholders

Ref no:

PIN :

Notice of Annual General Meeting

The Annual General Meeting of IDEX ASA will be held on 15 May 2020 at 12.00 hrs. CET

Online (digital) meeting 15 May 2020 at 12.00 hrs. CET

This year's annual general meeting in IDEX Biometrics ASA will be conducted as an online (digital) meeting, where you may attend online by PC, smartphone or tablet. This is a precautionary measure to prevent the spread of Covid-19. Therefore, there will be no option for physical presence this year.

See the enclosed guide on how to attend online.

Below or overleaf you can grant proxy in advance of the meeting.

No pre-registration is required for shareholders electing to attend online, but in order to attend, you must be logged in before the meeting starts.

Proxy without voting instructions 15 May 2020

Ref no:

PIN:

This proxy form is to be used for a proxy without voting instructions. To grant a proxy with voting instructions, please use page 2.

If you do not attend the Annual General Meeting in person, this proxy may be used by a person authorised by you, or you may send the proxy without naming the proxy holder. In such case, the proxy will be deemed to be given to the Chairman of the Board of Directors or a person authorised by the Board. The proxy must be dated and signed.

The proxy form must be received by DNB Bank ASA, Registrar's Department no later than 13 May 2020 at 12.00 hrs. **The proxy may be submitted electronically through the Company's web site www.idexbiometrics.com or through VPS Investor Services. In VPS Investor Services chose Corporate Actions and General Meeting.** The proxy form may also be sent by e-mail to genf@dnb.no, or regular mail to DNB Bank ASA, Registrar's Department, P.O.Box 1600 Sentrum, NO-0021 Oslo, Norway. Fax is not available.

The undersigned _____, holder of _____ shares, hereby grants (tick one of the two):

the Chairman of the Board of Directors (or a person authorised by the Board), or

(Name of proxy holder in capital letters)

a proxy to attend and vote for my/our shares at the Annual General Meeting of IDEX Biometrics ASA.

Place	Date	Shareholder's signature (Signature only when granting a proxy)
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With regard to rights of attendance and voting, reference is made to the Norwegian Public Limited Liability Companies Act, in particular Chapter 5. If the shareholder is a company, the company's certificate of registration must be attached to the proxy.

Proxy with voting instructions 15 May 2020
Ref no:
PIN:

This proxy form is to be used for a proxy with voting instructions. If you do not attend the Annual General Meeting in person, you may use this proxy form to give voting instructions to the Chairman of the Board of Directors or a person authorised by the Board. The proxy must be dated and signed.

The proxy form must be received by DNB Bank ASA, Registrar's Department no later than 13 May 2020 at 12.00 hrs. It may also be sent by e-mail to genf@dnb.no or regular mail to DNB Bank ASA, Registrar's Department, P.O.Box 1600 Sentrum, NO-0021 Oslo, Norway. Fax is not available.

The undersigned: _____ holder of _____ shares,

hereby grants the Chairman of the Board of Directors or a person authorised by the Board proxy to attend and vote for my/our shares at the Annual General Meeting of IDEX Biometrics ASA.

The votes shall be cast according to the instructions below. Please note that if any items are not ticked off, this will be deemed to be an instruction to vote "for" the proposals from the board and the nomination committee. If any motions are made in addition to or in replacement of the proposals in the notice, the proxy holder decides on the voting. In such case, the proxy holder will vote on the basis of his or her reasonable understanding of the motion. The same applies if there is any doubt as to how the instructions should be understood. Where no such reasonable interpretation is possible, the proxy holder may abstain from voting.

Subject	For	Against	Abstain
1. Election of a person to chair the meeting and a person to co-sign the minutes as proposed by the Board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Approval of the notice and agenda of the meeting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Approval of the Report from the Board and the Annual Financial Statements for 2019 as resolved by the board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4(a). Advisory resolution of management remuneration policy as proposed by the board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4(b). Binding resolution of management remuneration policy as proposed by the board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. 2020 Subscription rights incentive plan as proposed by the board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6(a). Board authorization to issue shares in private placements, as proposed by the board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6(b). Board authorization to issue shares in rights issues, as proposed by the board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.1 2020 Employee Share Purchase Plan (ESPP) – plan document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2 Authorization to issue shares in connection with 2020 ESPP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.1 Remuneration of the board members as proposed by the nom.com.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2 Authorization to issue shares in lieu of cash board remuneration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Election of board of directors as proposed by the nom.com.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Remuneration to the members of the nomination committee, as proposed by the nomination committee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Election of nomination committee as proposed by the nom.com.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Remuneration to the auditor as proposed by the board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Place	Date	Shareholder's signature (Signature only when granting a proxy)
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With regard to rights of attendance and voting, reference is made to the Norwegian Public Limited Liability Companies Act, in particular Chapter 5. If the shareholder is a company, the company's certificate of registration must be attached to the proxy.

GUIDE FOR ONLINE PARTICIPATION AT IDEX ANNUAL GENERAL MEETING 2020

IDEX Biometrics ASA will be conducting this year's annual general meeting (AGM) as an online (digital) meeting, giving you the opportunity to participate online by using your computer, phone or tablet. This is a precautionary measure to prevent the spread of Covid-19. Therefore, there will be no option for physical presence this year. You may also grant a proxy as previous years. Please refer the notice of the AGM and appendices for further information on proxies, which may include a voting instruction.

The digital AGM is administered by DNB Bank ASA, Registrars Department, which has licensed the software for the online AGM from Lumi Ltd., giving all shareholders the option to attend the AGM on an online platform.

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

No registration is needed for using the online AGM solution, however, please note that you must be logged into the online AGM before the meeting starts. The following will provide you with a information on how to access, participate and submit your votes at the online AGM.

Shareholder who do not find their reference number and PIN code for access or have other technical questions is welcome to call DNB Registrars Department on phone + 47 23 26 80 20.

HOW TO ACCESS THE ONLINE AGM

STEP 1

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

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

STEP 2

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

Meeting ID: 116-084-593

STEP 3

You will then be required to enter your ID:

- a) **Reference number from VPS for the AGM**
- b) **PIN code from VPS for the AGM**

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

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



HOW TO RECEIVE YOUR REFERENCE NUMBER AND PIN CODE

All shareholders registered in the VPS are assigned their own unique reference and PIN code for use in the AGM, available to each shareholder through VPS Investor Services.


Access VPS Investor Services, select Corporate Actions, General Meeting. Click on the ISIN and you can see your reference number (Ref.nr.) and PIN code.

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

Shareholders who have not selected electronic corporate messages in investor Services will have received by post their reference number and PIN code the attendance form together with the notice of the AGM from the company.

Nominee registered shareholders: Shares held through nominee accounts (non-Norwegian shareholders only) must be transferred to a separate VPS account registered in the name of the beneficial shareholder in order to participate in the AGM. Once shares have been transferred to the separate VPS account, a reference number and PIN code are assigned to this account. Please contact your custodian for further information and/or instructions on obtaining your reference number and PIN code for nominee registered shares.

HOW TO VOTE

Once the voting has opened, the polling icon  will appear on the navigation bar at the bottom of the screen. From here, the resolutions and voting choices will be displayed.

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

For - Vote received

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


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

Please note that any voting prior to the meeting or proxy with voting instruction registered prior to the AGM, is final.



QUESTIONS TO THE CHAIRPERSON

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

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

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

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

DOWNLOADS

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

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



NOTICE OF ANNUAL GENERAL MEETING IN IDEX BIOMETRICS ASA

The Annual General Meeting of IDEX Biometrics ASA ("the Company") will take place:

Friday 15 May 2020 at 12.00 hours

At the date of the instant notice the Company's registered share capital amounts to NOK 107,698,309.80 divided into 717,988,732 shares with par value per share of NOK 0.15. Each share gives right to one vote at the Annual General Meeting. At the date of the instant notice, the Company does not hold any of its own shares. The Company's Articles of Association, last amended on 12 December 2019, is printed in the annual report for 2019 and is available at www.idexbiometrics.com.

Reference is made to the corona pandemic and the regulations approved by the Norwegian government on 27 March 2020 allowing the Board to determine that general meetings may be held by electronic participation. On this background, the Board has determined that the Annual General Meeting will be held as an electronic meeting, allowing the shareholders to participate electronically by following the Meeting through a live audiocast, submitting questions in writing during the Meeting and exercise voting rights through the electronic system. See the enclosed guide on how to participate online at the Annual General Meeting.

If you wish to participate the Annual General Meeting by proxy, we ask that you submit the enclosed Notice of Attendance/Power of Attorney form to: DNB Bank ASA, Verdipapirtjenester, to arrive no later than Wednesday 13 May 2020 at 12.00 hrs. The Notice of Attendance/Power of Attorney form provides more information about attendance, voting etc. According to the Company's Articles of Association, shareholders who have not timely given such Notice of Attendance may be barred from participating in the Meeting.

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

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

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

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

1. Registrations of participating shareholders; election of a person to chair the Meeting and a person to sign the minutes

The Chair of the Board of Directors ("the Board") of the Company, Morten Opstad, will open the Annual General Meeting. The Board proposes that Morten Opstad shall be elected to chair the Annual General Meeting.

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

3. Approval of the Annual Report and Annual Financial Statements for 2019

The annual report and the annual financial statements for 2019 are available at www.idexbiometrics.com or can be requested from the Company at no charge from ir@idexbiometrics.com or its office. The Board proposes that the 2019 Annual Report and Annual Financial Statements for IDEX Biometrics ASA and the IDEX Group shall be approved in all respects.

4. Guidelines for remuneration of the management

The Board's Statement on Remuneration of the management is attached to this notice.

Pursuant to Section 6-16a of the PLCA, the Board proposes the following resolutions:

(a) Advisory resolution of management remuneration policy

The Annual General Meeting acknowledges the statement on executive remuneration, conf. Section 6-16a of the PLCA, as presented by the Board to the Annual General Meeting. In case the Board in any new agreement valid in 2021 departs from the guidelines for 2021, the reason shall be stated in the minutes of the relevant Board meeting.

(b) Binding resolution of management remuneration policy

The Annual General Meeting refers to its resolutions in item 5 and 7 on the agenda of the instant meeting. Any other share-based remuneration programme for the management must be presented for consideration at a general meeting.

5. 2020 Subscription Rights Incentive Plan

On 9 May 2019, the Annual General Meeting resolved to renew previous resolutions providing for the grant of independent subscription rights as part of the Company's incentive program. A new subscription rights plan is proposed for the coming one-year period. Consistent with past practice, the former plan is closed each time a new plan is implemented, meaning that no further subscription rights will be granted under the former plans.

Independent subscription rights cannot be exercised beyond five years from the date of the resolution by the general meeting. In order for the Company to continue with a consistent life span of minimum four years and consistent vesting schedules on future grants, the Board proposes the adoption of a new subscription rights program for the coming one-year period.

The Board proposes that the maximum number of independent subscription rights that may be granted under the 2020 plan shall be limited to 10 (ten) per cent of the registered number of shares in the Company. The grants are also limited to provide that the number of issued and outstanding subscription rights under all of the Company's subscription right plans shall not exceed 10 (ten) per cent of the registered number of shares in the Company at any given time.

The Board proposes that the Annual General Meeting passes a resolution for the issuance of subscription rights to employees and individual contractors performing similar work of/for the Company, its subsidiaries and associated companies.

The Board considers that incentive subscription rights contribute to retention and motivation of employees and individual contractors by allowing them to share the rewards resulting from their efforts.

Proposal for resolution by the Annual General Meeting:

The Annual General Meeting resolves a new 2020 Subscription Rights Incentive Plan, whereby the Company may issue independent subscription rights to employees of IDEX Biometrics ASA

and its subsidiaries and associated companies (hereinafter collectively referred to as "the Company"), and to individual contractors performing similar work.

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

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

The number of subscription rights which may be issued shall be a minimum of one subscription right and a maximum of 71,798,873 subscription rights; limited, however, so that the number of issued and outstanding subscription rights under all of the Company's subscription right programs shall not exceed 10 (ten) per cent of the registered number of shares in the Company at any given time.

The subscription rights must be subscribed for by latest the day immediately preceding the 2021 Annual General Meeting.

The subscription rights will be granted for no consideration.

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

The vesting schedule for the subscription rights shall be 25 per cent each year beginning one year from the Vesting Commencement date. The Vesting Commencement date shall be the latest of the following dates before the date of grant of the subscription rights; (i) 15 January, (ii) 15 April, (iii) 15 July or (iv) 15 October. The Board may decide to establish an accelerated vesting schedule, if deemed appropriate. The purpose of a vesting schedule is to balance short-term incentive effect and long-term retention.

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

The Board shall establish the further rules and procedures in regard to vesting and exercise in cases of resignation or other termination of employment or contract, including subsequent time frames to allow completion of exercise after termination. If deemed appropriate, the Board may decide to establish certain milestones or criteria for vesting and exercise of the subscription rights.

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

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

The Board may determine, in its sole discretion and in cases of particular circumstances, that the subscription right exercise price per share shall be lower than the actual or average fair market value as stated above; provided, however, that the subscription right exercise price per share under no circumstances shall be less than the par value per share at any given time. The maximum number of shares that may be issued with a subscription right exercise price per share lower than the actual or average fair market value, shall under no circumstances exceed 7,179,887 shares.

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

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

6. Authorizations to the Board to issue new shares

The Extraordinary General Meeting on 12 December 2019 authorized the Board to increase the Company's share capital by issuance of new shares in connection with private placements and rights issues. The authorizations expire on the date of the 2020 Annual General Meeting.

The Company customarily has board authorizations in place to increase the share capital in connection with private placements and rights issues. Generally, as the Company is working to further develop its business operations, it may be necessary that the Board is able to commit transactions on a short notice. The required 21-days' notice for a general meeting may delay this process.

The Board proposes that the authorizations shall expire on the date of the 2021 Annual General Meeting, however no later than 30 June 2021.

The Board proposes that the board authorizations shall be maximized individually and collectively to a total nominal value of NOK 10,769,830.98, representing 10 per cent of the registered share capital of the Company at the time of this authorization.

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

(a) Board authorization to issue shares in private placements

- The Board of Directors of IDEX Biometrics ASA ("the Company") is authorized to accomplish one or more share capital increases by issuing new shares. The total amount by which the share capital may be increased is NOK 10,769,830.98 (representing 10 per cent of the*

registered share capital of the Company). Moreover, under no circumstances shall the sum of capital increases that may be accomplished by the Board collectively under agenda item 6 subitems (a) and (b) exceed NOK 10,769,830.98. Any previous authorizations given to the Board to issue shares shall be, and hereby are, withdrawn with effect from the date this authorization is registered in the Register of Business Enterprises (not including, for the avoidance of doubt, the other authorizations contained in this agenda item 6, and in agenda items 7 and 8).

2. *The authorization may be used in connection with private placements and share issues to suitable investors (may be existing and/or new shareholders, hereunder employees in the Company) in order to raise additional capital for the Company. The authorization does not comprise share capital increases in connection with mergers, cf. Section 13-5 of the PLCA.*
3. *In the event the Company's share capital or nominal value per share is changed by way of a capitalization issue, stock split, stock consolidation, share capital reduction by way of reduction of the par value etc., the maximum nominal value of the shares that may be issued under this authorization shall be adjusted accordingly.*
4. *Existing shareholders are waiving their pre-emptive right to subscribe for shares according to the PLCA in the event of a share capital increase as authorized herein.*
5. *The Board is authorized to decide upon the subscription terms, including issue price, date of payment and the subscribers' right to sell shares to others.*
6. *Payment of share capital in connection with a share capital increase authorized herein may be made by way of non-cash contribution and other special subscription terms, as same are provided in Section 10-2 of the PLCA.*
7. *The Annual General Meeting authorizes the Board to amend the Company's Articles of Association concerning the size of the share capital when the instant authorization is used.*
8. *The authorization shall be valid until the 2021 Annual General Meeting, but not later than 30 June 2021.*
9. *The new shares, which may be subscribed for according to this authorization, shall have right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered in the Register of Business Enterprises. In other respects, the shares shall have shareholder rights from the time of issuance, unless the Board determines otherwise.*
10. *Shares that are not fully paid cannot be transferred or sold.*

(b) Board authorization to issue shares in rights issues

1. *The Board of Directors of IDEX Biometrics ASA ("the Company") is authorized to accomplish one or more share capital increases by issuing new shares. The total amount by which the share capital may be increased is NOK 10,769,830.98 (representing 10 per cent of the registered share capital of the Company). Moreover, under no circumstances shall the sum of capital increases that may be accomplished by the Board collectively under agenda item 6 subitems (a) and (b) exceed NOK 10,769,830.98. Any previous authorizations given to the Board to issue shares shall be, and hereby are, withdrawn with effect from the date this authorization is registered in the Register of Business Enterprises (not including, for the avoidance of doubt, the other authorizations contained in this agenda item 6, and in agenda items 7 and 8).*
2. *The instant authorization may be used in connection with rights issue to existing shareholders of the Company in order to raise additional capital for the Company. The authorization does not comprise share capital increases in connection with mergers, cf. Section 13-5 of the PLCA.*
3. *In the event the Company's share capital or nominal value per share is changed by way of a capitalization issue, stock split, stock consolidation, share capital reduction by way of reduction*

of the par value etc., the maximum nominal value of the shares that may be issued under this authorization shall be adjusted accordingly.

4. *The Board is authorized to decide upon the subscription terms, including issue price, date of payment and the subscribers' right to sell shares to others.*
5. *Payment of share capital in connection with a share capital increase authorized herein may be made by way of non-cash contribution and other special subscription terms, as same are provided in Section 10-2 of the PLCA.*
6. *The Annual General Meeting authorizes the Board to amend the Company's Articles of Association concerning the size of the share capital when the instant authorization is used.*
7. *The authorization shall be valid until the 2021 Annual General Meeting, but not later than 30 June 2021.*
8. *The new shares, which may be subscribed for according to this authorization, shall have right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered in the Register of Business Enterprises. In other respects, the shares shall have shareholder rights from the time of issuance, unless the Board determines otherwise.*
9. *Shares that are not fully paid cannot be transferred or sold.*
7. **Approval of 2020 Employee Share Purchase Plan; board authorization to issue shares in accordance with the 2020 Employee Share Purchase Plan**

Reference is made to the resolution on item 5 (b) in the minutes from the Extraordinary General Meeting held on 12 December 2019.

In order for the 2020 Employee Share Purchase Plan ("2020 ESPP") to qualify under the US tax code, the plan document for the 2020 ESPP must be approved by the Company's shareholders. The 2020 ESPP document is attached to this Notice as [Appendix 2](#). As the Norwegian version of the Plan document is a translation of the English Board approved Plan, the English version shall prevail in case of discrepancy between the Norwegian and English Plan document.

By the resolution of the 12 December 2019 Extraordinary General Meeting, the Board was authorized to issue shares in connection with the 2020 ESPP. The Board proposes that the Annual General Meeting grants a new board authorization to issue shares in connection with the 2020 ESPP with certain amendments compared to the 12 December 2019 authorization from the Extraordinary General Meeting, whereby the measure for calculating the number of shares that may be subscribed for is proposed amended, and the duration of the board authorization is proposed extended. Upon shareholder approval of the board authorization proposed in agenda item 7.2 below, the authorization from the 12 December 2019 Extraordinary General Meeting would automatically be withdrawn.

The Board proposes the following resolutions:

7.1 Approval of the Plan document

It is resolved that the 2020 Employee Share Purchase Plan attached as [Appendix 2](#) to the minutes of this Annual General Meeting is approved. As the Norwegian version of the Plan document is a translation of the English Board approved Plan, the English version shall prevail in case of discrepancy between the Norwegian and English Plan document.

7.2 Extension of the board authorization to issue shares in connection with the 2020 Employee Share Purchase Plan

1. *The Board of Directors of IDEX Biometrics ASA ("the Company") is authorized to carry out one or more share capital increases by issuing new shares. The total amount by which the share*

capital may be increased is NOK 5,384,915.40 (representing 5 per cent of the registered share capital). Any previous authorizations given to the Board to issue shares shall be, and hereby are, withdrawn with effect from the date this authorization is registered in the Register of Business Enterprises (not including, for the avoidance of doubt, the authorizations contained in agenda items 6 and 8).

2. *The authorization may be used in connection with the award of shares in the Company to employees in the Company or any of its subsidiaries under the terms and conditions of the 2020 Employee Share Purchase Plan, whereby such employees may convert a certain portion of the employee's cash remuneration from the Company or its subsidiaries to shares in the Company. The number of shares that may be awarded to the employee shall be calculated based on the lowest of the (i) closing price of the share, as reported by Oslo Børs, on the first day in the applicable contribution period as set out in the Plan document (or the trading day immediately prior to the first day of the Contribution Period, if such first day is not a trading day), and (ii) the closing price of the share, as reported by Oslo Børs, on the date on the trading day immediately prior to the subscription date, with, at the Board's discretion, a discount of, at a maximum 15% from such subscription price. If such contribution period as set out in the Plan document is not applicable, the number of shares that may be awarded to the employee shall be calculated based on the closing price of the Company's shares, as reported by Oslo Børs, on the trading day immediately preceding the date of share issuance. The authorization does not comprise share capital increases in connection with mergers, cf. Section 13-5 of the PLCA.*
3. *In the event the Company's share capital or nominal value per share is changed by way of a capitalization issue, stock split, stock consolidation, share capital reduction by way of reduction of the par value etc., the maximum nominal value of the shares that may be issued under this authorization shall be adjusted accordingly.*
4. *Existing shareholders are waiving their pre-emptive right to subscribe for shares according to the PLCA in the event of a share capital increase as authorized herein.*
5. *The Board is authorized to decide upon the subscription terms, including issue price, date of payment and the subscribers' right to sell shares to others.*
6. *Payment of share capital in connection with a share capital increase authorized herein may be made by way of non-cash contribution and other special subscription terms, as same are provided in Section 10-2 of the PLCA.*
7. *The Extraordinary General Meeting authorizes the Board to amend the Company's Articles of Association concerning the size of the share capital when the instant authorization is used.*
8. *The authorization shall be valid until 30 September 2021.*
9. *The new shares, which may be subscribed for according to this authorization, shall have right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered in the Register of Business Enterprises. In other respects, the shares shall have shareholder rights from the time of issuance, unless the Board determines otherwise.*
10. *Shares that are not fully paid cannot be transferred or sold*

8. Resolution of the remuneration of the Board members

8.1 Board remuneration

The nomination committee proposes the following resolution to be passed by the Annual General Meeting:

The annual board remuneration is NOK 300,000 per board member for the period from the date of the 2019 Annual General Meeting until the date of the 2020 Annual General Meeting. The chair of the board receives an additional amount of NOK 75,000. Each of the compensation committee

members receives NOK 60,000 in addition to the board remuneration and the chair of the committee a further supplement of NOK 15,000.

In addition, the Company will refund relevant expenses that the members of the board may have incurred in connection with the exercise of board functions.

8.2 Authorization to board members to receive remuneration in shares in lieu of cash

The nomination committee proposes the following authorization to be passed by the Annual General Meeting. As the Company sees benefits in restraining the outflow of liquidity and the Board members have indicated that they may be interested in receiving shares in the Company, the nomination committee proposes that the Board members, as an alternative to a cash payment, may elect to receive all or part of the remuneration in the form of shares in the Company. The number of shares to which the Board members would be entitled is proposed to be calculated as follows: The Board member shall be entitled to subscribe for a value of shares (based on the average closing price of the Company's shares, as reported by Oslo Børs, over the ten trading days prior to the Annual General Meeting in 2020) of 133 per cent of the NOK amount granted as board remuneration; provided, however, that the Board member must pay a subscription price per share equal to the par value of the share, being NOK 0.15 per share.

The Board considers such authorization to receive remuneration in shares in lieu of cash appropriate, and, therefore, proposes a board authorization to increase the share capital in accordance with the nomination committee's proposal.

The Board proposes the following resolution by the Annual General Meeting:

The Board members may elect to receive all or part of the board remuneration in the form of shares in the Company.

The number of shares to which the Board members would be entitled shall be calculated as follows: The Board member shall be entitled to subscribe for shares having a total market value (based on the average closing price of the Company's shares, as reported by Oslo Børs, over the ten trading days prior to the Annual General Meeting in 2020) of 133 per cent of the NOK amount granted as board remuneration; provided, however, that the Board member must pay a subscription price per share equal to the par value of the share, being NOK 0.15.

To the extent a Board member wishes to receive board remuneration in the form of shares, the Board member must notify the Company and subscribe for the shares before the start of trading on Oslo Børs on the trading day immediately subsequent to the date of the Annual General Meeting in 2020, and also pledge to not sell the shares before the earlier of the Annual General Meeting of the Company in 2021 or 30 June 2021. Payment of the subscription price shall be made no later than 31 May 2020.

In order to facilitate the foregoing, the Board is authorized to accomplish one or more share capital increases with a maximum of NOK 400,000 for the purpose of issuing shares to those Board members who elect to receive shares as opposed to cash on the aforesaid terms, and to amend the Company's Articles of Association accordingly. Existing shareholders are waiving their pre-emptive right to subscribe for shares according to the PLCA in event of a share capital extension as authorized herein. The new shares, which may be subscribed for according to this resolution, shall have right to dividends declared subsequent to the subscriber having paid the subscription price and the associated share capital increase having been registered in the Register of Business Enterprises. This Board authorization expires on 31 May 2020.

9. Election of board of directors

The current members of the Board are presented in the 2019 annual report. The Nomination Committee emphasizes that the composition of the Board should be subject to review each year, regardless of the term of election. The Nomination Committee's proposal for election of board members will be presented later.

10. Resolution of the remuneration to the members of the nomination committee

The nomination Committee proposes that:

Remuneration to the nomination committee's members is NOK 25,000 for the Chair of the committee and NOK 15,000 for each of the other members for the period from the 2019 Annual General Meeting to the 2020 Annual General Meeting.

11. Election of nomination committee

The Nomination Committee's chair Harald Voigt and the members Robert Keith and Rune Sundvall were re-elected at the Annual General Meeting in 2019 for a period of two years and do not stand for election. The Nomination Committee emphasizes that the composition of the Nomination Committee should be subject to review each year, regardless of the term of election. The Nomination Committee's proposal for election of nomination committee members will be presented later.

12. Resolution of the remuneration of the auditor

The Board proposes that the Annual General Meeting approves the payment of the auditor's fees for 2019 against invoice. The fees are disclosed in note 6 to the annual financial statements for 2019.

24 April 2020
IDEX Biometrics ASA

Morten Opstad
Chair of the Board of Directors



Statement on remuneration to officers 2020

This statement to the annual general meeting in IDEX ASA on 15 May 2020 has been prepared by the board of directors of IDEX Biometrics ASA in accordance with Section 6-16a of the Norwegian Public Limited Liability Companies Act. The statement contains guidelines and main principles for the company's remuneration of officers, namely the Chief Executive Officer, Chief Financial Officer, Chief Innovation Officer and Chief Technology Officer, in the next year, 2021. The statement also outlines the implementation and effects of the policies in effect in 2019. The guidelines for the current year, 2020, were resolved at the annual general meeting in 2019.

1. Advisory guidelines for remuneration of officers in 2021

Note: The guidelines in this section set out the principles for executive remuneration at large. These guidelines are subject to a separate vote at the annual general meeting, which result is advisory (non-binding) to the board of directors.

In order to attract and retain the leadership competence that IDEX needs, the remuneration of officers, and all other employees, shall be competitive and comprise a basic salary including standard benefits. Performance-based cash bonus and incentive subscription rights may supplement the salary. Cash bonus plans are limited to fixed amounts or fixed percentage of base pay. The CEO's bonus plan is currently limited to a maximum of 70 per cent of base pay, and highest bonus plan for any other officer is currently limited to a maximum of 50 per cent. All parts of the remuneration – fixed as well as variable – shall reflect the responsibility and performance over time of the respective manager.

Bonus payments are contingent on efforts and contribution to achievement of business and/or operational objectives. The board determines a set of specific and measurable company-wide objectives, related to both financial and operational targets. The achievement of these objectives determines the total bonus pool for allocation. In addition, individual objectives are set for all employees. The achievement of these objectives determines individual bonus achievement.

The basic salary is evaluated annually and the company's bonus plan cycle is from 1 January to 31 December, with a possible mid-term evaluation as at 30 June and pay-out in the third quarter.

Officers do not receive any additional compensation for serving as board members of subsidiaries in the group. For the avoidance of doubt, travel and other out-of-pocket expenses in connection with such duty is refunded per normal expense refund practices. The managing director of the company is also CEO for the group, and performs this duty as a part of his employment in the company for no additional remuneration.

IDEX's employment contracts do not include any clawback provisions. Clawback provisions are, however, not common in Norway, as this is covered by Norwegian legislation.

The board determines the salary and other remuneration to the CEO. The CEO determines the salary and other remuneration of all other employees, within the framework set by the board.

There is no post-employment remuneration beyond conventional notice periods of 3-6 months, or shorter when applicable.

2. Binding guidelines for share-based remuneration to senior managers in 2020

Note: The guidelines in this section set out the principles for share-based executive remuneration. These guidelines are subject to a separate vote at the annual general meeting, which result is binding for the board of directors.

The company's subscription rights (SR) plan(s) as resolved by the general meeting is the same for officers as for all employees. Grants are scaled based on position, results and competitive considerations. The purpose of the SR plan(s) is to strengthen the company by providing to employees, management and individual contractors additional performance incentive.

According to the programme rules, as resolved separately by the annual general meeting, the exercise price shall be minimum the higher of the average closing price of the IDEX share on ten trading days preceding the date of the grant, or the closing price of the IDEX share on the trading day preceding the date of the grant. A limited number of SRs can be issued at a lower price but minimum NOK 0.15 per share. Unless resolved otherwise by the board, 25 per cent of each grant of subscription rights vest each 12 months after the date of the grant. The subscription rights lapse on the fifth anniversary after the annual general meeting that resolved the programme.

3. Implementation and effect of the policies on remuneration to officers in 2019

The cash bonus plan works to motivate officers to achieve the company's operational and business objectives in the annual planning cycle. The share-based incentive plan with vesting over several years, works to align the interests of officers with shareholders' interests also in the long term.

Salary, pension and any paid bonuses including pertinent employer's tax is expensed simultaneously with the paid or earned remuneration. The compensation of each officer in 2019 is reported in note 3 to the annual financial statements for the year.

The equity effect of the share-based remuneration is nil because the contra item is a notional equity injection of equal amount. The employer's tax on the earned intrinsic value of the subscription rights on the balance sheet date, is charged to profit and loss as a cost. The value varies with the share price and may entail a net reversal of cost. On exercise, the actual employer's tax is expensed and the accrual reversed. The actual cost of the employer's tax is normally funded by the equity being paid in on exercise.

For the shareholders an actual or possible exercise will represent a dilution. At the end of 2019, the number of outstanding subscription rights to officers amounted to 13,964,100, corresponding to 1.9 per cent of the share capital.

Incentive subscription rights held by officers	Holding 31 Dec. 2018	Grants	Exercised	Expiry and other changes	Holding 31 Dec. 2019
Stan Swearingen, CEO	6 815 000	1 200 900			8 015 900
w.avg. price	5.48	1.65			4.91
Derek D'Antilio, CFO from 8 July	-	2 000 000			2 000 000
w.avg. price		1.65			1.65
Fred Benkley, CIO	2 600 000	245 400		(350 000)	2 495 400
w.avg. price	4.97	1.65		4.45	4.72
Anthony Eaton, CTO	1 125 000	327 800		0	1 452 800
w.avg. price	5.45	1.65			4.59
Total (*)	10 540 000	3 774 100	0	(350 000)	13 964 100
w.avg. price	5.35	1.65		4.45	4.37

21 April 2020

The Board of Directors of IDEX ASA

IDEX BIOMETRICS ASA

2020 EMPLOYEE SHARE PURCHASE PLAN (THE "PLAN")

The following constitute the provisions of the 2020 Employee Share Purchase Plan of IDEX Biometrics ASA (the "Company"), as approved by the Annual General Meeting of the Company on 15 May 2020 (the "Effective Date") in accordance with a proposal and resolution by the Board of Directors on 23 April 2020.

1. Purpose

The purpose of the Plan is to provide Employees of the Company and its Designated Subsidiaries with an opportunity to subscribe for Common Stock of the Company.

The Company intends for the Plan to have three components; i) a U.S. Code Section 423 component (the "US Component") applicable to US employees, ii) a UK component applicable to UK employees (the "UK Component"), and iii) a component applicable to all employees outside the United States and United Kingdom (the "General Component"). Except at otherwise provided herein, the US Component and UK Component will operate and be administered in the same manner the General Component.

The Company's intention is to have the US Component of the Plan qualify as an "employee stock purchase plan" within the meaning of Section 423 (b) of the U.S. Internal Revenue Code of 1986, as amended (the "US Code"), and shall be interpreted in accordance with that intent.

2. Definitions

(a) "Board" means the Board of Directors of the Company.

(b) "Business Day" means Monday to Friday, excluding Saturday, Sunday and public holidays in Norway.

(c) "Common Stock" means the common stock of the Company, currently listed and quoted on Oslo Børs under ticker symbol "IDEX".

(d) "Company" means IDEX Biometrics ASA, a company organized and existing under the laws of the Kingdom of Norway with organization number 976 846 923.

(e) "Company Registry" shall mean the Norwegian Register of Business Enterprises.

(f) "Compensation" means the net (after-tax) salary of an Employee in the Company or a Designated Subsidiary.

(g) "Continuous Status as an Employee" means the absence of any interruption or termination of service as an Employee. Continuous Status as an Employee shall not be considered interrupted in the case of (i) sick leave; (ii) military leave; (iii) maternity or paternity leave to which the Employee is entitled by law; (iv) any other leave to which the Employee is entitled under applicable mandatory laws without affecting his or her right to continued employment; and (v) any other leave of absence approved by the Company or its Designated Subsidiaries, provided that such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by statute or agreed by contract, or unless otherwise provided pursuant to Company policy adopted from time to time; or (vi) in the case of transfers between locations of the Company or between the Company and its Designated Subsidiaries (provided, however, if a Participant transfers from a Contribution Period under the US Component to a Contribution Period under the UK Component or General Component, the subscription for Shares on the Subscription Date will be qualified under the US Component only to the extent such purchase complies with Section 423 of the U.S. Code; provided further, if a Participant transfers from a Contribution Period under the UK Component or General Component to a Contribution Period under the US Component, the subscription for Shares on the Subscription Date will remain non-qualified under the UK Component or General Component). Each

Contribution Period under the US Component will be administered so as to ensure that all Participants have the same rights and provisions as are provided by Section 423 (b) (5) of the U.S. Code.

(h) "Contribution Period" means a period of three (3) calendar months, starting on the first day of the calendar month following each planned public disclosure on Oslo Børs of a quarterly report of the Company, such calendar months being March through May, June through August, September through November and December through February. The first Contribution Period shall commence on 1 June 2020 and continue through 31 August 2020. In no event may the Contribution Period under the US Component exceed 27 months.

(i) "Contributions" means all amounts deducted from the Compensation payable to the Employee and credited to the account of a Participant pursuant to the Plan.

(j) "Corporate Transaction" means a sale of all or substantially all of the Company's assets, or a merger, consolidation or other capital reorganization of the Company with or into another corporation, or any other transaction or series of related transactions in which the Company's shareholders immediately prior thereto own less than 50% of the voting share of the Company (or its successor or parent) immediately thereafter.

(k) "Designated Subsidiaries" means the Subsidiaries that have been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan, whether now or hereinafter existing. As of the Effective Date, IDEX America Inc., a Delaware corporation, and IDEX Biometrics UK (Ltd), a UK company, constitute the Designated Subsidiaries.

(l) "Employee" means any person, including, in respect to the US Component and the General Component only, any officer, who is an employee for income tax purposes and who is customarily employed for at least 50 percent work time (or, in the case of the US Component, at least 20 hours per week) and more than five (5) months in a calendar year by the Company or one of its Designated Subsidiaries.

(m) "Enrollment Period" means the period from the date of public disclosure on Oslo Børs of a quarterly report of the Company to the day before the commencement of the Contribution Period following such disclosure. The "Enrollment Date" means last day of the Enrollment Period. The first Enrollment Period shall be 14 May – 31 May 2020 and the first Enrollment Date shall be 31 May 2020.

(n) "NICs" shall mean employee National Insurance Contributions under the UK Component.

(o) "Participant" means any eligible Employee who has completed and filed an application form to participate in the Plan as set forth in Section 5 (a).

(p) "Participant Tax Liabilities" shall mean all income tax and, with respect to the UK Component, employee NICs.

(q) "Plan" means this 2020 Employee Share Purchase Plan.

(r) "PLCA" means the Public Limited Liability Companies Act of the Kingdom of Norway dated 13 June 1997, as amended, or any successor thereto.

(s) "Subscription Date" means the first Business Day following a Contribution Period.

(t) "Subscription Price" means with respect to a Contribution Period an amount equal to 85% of the lowest of the (i) closing price of the Company's Share, as reported by Oslo, on the first day of the Contribution Period (or the trading day immediately prior to the first day of the Contribution Period, if such date is not a trading day), and (ii) the closing price, as reported by Oslo Børs, of the share on the date on the trading day immediately prior to the Subscription Date; provided, however, that with respect to the US Component, to the extent the foregoing is not deemed to represent fair market value with respect to Section 423 of the U.S. Code, the Subscription Price shall not be less than 85% of the lower of the fair market value (as determined in a manner consistent with Section 423 of the U.S. Code) on the first day of the Contribution Period and the Subscription Date.

(u) "Securities Laws" means applicable securities laws and regulations in the Kingdom of Norway, including but not limited to the Securities Trading Act of 29 June 2007, as amended, or any successor thereto, and related regulation.

(v) "Share" means a share of Common Stock, as adjusted in accordance with Section 15 of the Plan.

(w) "Subsidiary" means a direct or indirect subsidiary corporation of the Company, as defined in Section 1-3 of the PLCA; provided that, with respect to the US Component, a "Subsidiary" shall mean a "subsidiary corporation" of the Company as defined in Section 424 (f) of the U.S. Code.

(x) "VPS" means the Norwegian Central Securities Depository (*Nw.: Verdipapirsentralen*).

3. Eligibility

Any person who is an Employee in the Company or any of its Designated Subsidiaries as of the Enrollment Date shall be eligible to participate in the Contribution Period under the Plan, subject to the requirements of Section 5(a) and (c). Notwithstanding the foregoing and with respect to the US Component, participation in the Plan will neither be permitted nor be denied contrary to the requirements in the U.S. Code.

4. Enrollment Periods; Contribution Periods

(a) The Plan shall consist of a series of Contribution Periods of three (3) months' duration. Enrollment Periods shall be the period from the public disclosure on Oslo Børs of a quarterly report of the Company to the day before commencement of the following Contribution Period, and the pertaining Contribution Period being the following full month after such public disclosure and last for three months. The Board may determine amendments to the foregoing periods.

(b) The Company may have separate Contribution Periods that vary in terms (provided that such terms are not inconsistent with the provisions of the Plan or the requirements of an "employee stock purchase plan" under Section 423 of the U.S. Code to the extent the Contribution Period is made under the US Component), and the Company will designate which Company or Designated Subsidiary is participating in each Contribution Period. It is intended that, unless the Board otherwise determines, each Contribution Period with respect to IDEX America Inc. shall be under the US Component, each Contribution Period with respect to IDEX Biometrics UK (Ltd) shall be under the UK Component and each Contribution Period with respect to the Company shall be under the General Component. It is intended that each Contribution Period with respect to the US Component, UK Component and General Component be separate "offerings" in accordance with Treas. Reg. 1.423-2 (a).

(c) The Plan shall continue until terminated in accordance with Section 20 hereof.

5. Participation

(a) An Employee may become a Participant in the Plan by completing an application form, and, in respect to the UK Component, signing such form as a deed, attached hereto as Appendix I, and filing it through the Global Shares website [link] prior to the applicable Enrollment Date. Such application form shall set forth an amount to be deducted from the Participant's Compensation (subject to Section 6 below) to be designated and applied as Contributions pursuant to the Plan. Such amount shall, at a maximum, be 20% of the Employee's gross (pre-tax) base salary from the Company or a Designated Subsidiary, and must be at least a total of NOK 6,000 (or equivalent foreign currency at the Enrollment Date) for each Contribution Period. An application to participate in the Plan shall automatically be renewed for subsequent Contribution Periods at the same level as set out by the Employee in the application form, unless the Employee gives written notice of termination to the Company prior to the applicable Enrollment Date.

(b) Payroll deductions from the Compensation shall commence on the first payroll cycle in the first full month in the Contribution Period and shall end on the last payroll paid on or prior to the last date of the Contribution Period to which the application form is applicable, unless sooner terminated on terms as set forth in Section 10 (b) or (c).

(c) Employees cannot apply to participate in the Plan if they are in possession of inside information, as that term is defined by Securities Laws.

6. Method of Payment of Contributions

A Participant shall elect to have fixed amount payroll deductions made on each payday during the Contribution Period. All payroll deductions made by a Participant shall be credited to his or her account as Contributions under the Plan.

7. Rights and Obligations to Subscribe for Shares

On the Enrollment Date of each Enrollment Period each Employee participating in the pertaining Contribution Period shall be granted a right, coupled with an obligation, to subscribe on each Subscription Date for Shares of the Company's Common Stock with a Subscription Price as determined in Section 2 (r) above.

8. Subscription for Shares – Subscription Price

(a) Unless the right to subscribe for Shares granted is terminated in accordance with Section 10, the Participant's right and obligation to subscribe for Shares will be exercised automatically on each Subscription Date of a Contribution Period, and, subject to Section 8 (c) below, the maximum number of full Shares subject to such right (determined by dividing a Participant's account balance by the Subscription Price) will be subscribed for at the applicable Subscription Price. The Company and its Designated Subsidiaries shall be authorized to subscribe for Shares in accordance with the Plan on behalf of the Participants.

(b) Payment of the Subscription Price shall be made out of the Participant's Contributions and the Company and its Designated Subsidiaries shall be authorized to make such payment in accordance with the Plan on behalf of the Participants.

(c) No fractional Shares shall be issued, and the full number of shares is always rounded down. Any payroll deductions accumulated in a Participant's account that are not sufficient to subscribe for one hundred (100) full Shares after the Subscription Date, and any other balance remaining in a Participant's account at the end of a Contribution Period, will be refunded to the Participant promptly.

(d) During his or her lifetime, a Participant's right to subscribe for Shares hereunder is exercisable only by him or her.

(e) With respect to the US Component, except as otherwise determined by the Board in advance of a Contribution Period, the maximum number of Shares a Participant may subscribe for with respect to a Contribution Period shall be the least of (i) the number of Shares that may be purchased under Section 8 (a) above, (ii) a number of Shares equal to USD 25,000 divided by the fair market value of the Shares on the first day of the Contribution Period or (iii) such lesser number of Shares as determined by the Board.

9. Delivery

As soon as reasonably practicable after each Subscription Date of each Contribution Period and the payment of the Subscription Price, the Company shall register the share capital increase associated with the share issue in the Company Registry and the number of Shares subscribed for by each Participant shall thereafter be deposited into the designated Global Shares account in the VPS for the Participant. Upon delivery of the Shares, the Participant shall have no further rights in respect to the corresponding Contributions.

10. Irrevocability; Termination of Employment

(a) An application to participate in the Plan is irrevocable and a Participant may not withdraw any Contributions credited to his or her account under the Plan, except on terms as set forth in this Section 10 (b).

(b) Upon termination of the Participant's Continuous Status as an Employee as defined in Section 2 (g) prior to the Subscription Date of a Contribution Period for any reason, including retirement or death, the Contributions credited to his or her account will be returned to him or her or, in the case of his or her death, to his or her estate, personal representative or beneficiary by bequest or inheritance, as the case may be, and his or her right to subscribe for Shares will be automatically terminated.

11. Currency

The exchange rate from the currency of the Participant's Contributions to Norwegian kroner shall be equal to the average exchange rate over the 10 trading days immediately preceding the Subscription Date, as reported by the Central Bank of Norway (*Nw.*: Norges Bank).

12. Stock

(a) Subject to adjustment as provided in Section 20, the maximum number of Shares available for subscription under the Plan shall be 32,670,706.

(b) The Participant shall have no interest or voting right in Shares until such Shares have been duly issued to the Participant.

13. Administration

(a) Unless otherwise determined by the Board from time to time, the Company's Human Resources Department, Sarah Mathews, sarah.mathews@idexbiometrics.com, and Finance Department, Derek D'Antilio, derek.dantilio@idexbiometrics.com, shall administer the Plan. The Board, or a committee named by the Board, shall supervise the Plan, and the work be carried out by the Company's staff or an outside agency as determined by the Board. The Company may request that a Participant registers for an account with such outside administration agent.

(b) The full cost of administration of the Plan and all transaction costs and cost of outside agent services up to delivery of the Shares, will be borne by the Company.

14. Transferability

(a) Neither Contributions credited to a Participant's account nor any rights with regard to receive Shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution, or as provided in Section 10 (b)) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an effective termination of the Participant's Continuous Status as an Employee in accordance with Section 10 (b).

(b) The Shares shall be subject to a three (3) month holding period from the Subscription Date, during which period the Participant shall not, without the Company or Designated Subsidiary's written consent, sell, offer to sell, grant option to purchase, pledge or otherwise dispose of or agree to dispose of, directly or indirectly, any Shares subscribed for on such Subscription Date.

15. Adjustments Upon Changes in Capitalization; Corporate Transactions

(a) In the event of a dissolution or liquidation of the Company, any Contribution Period in progress will terminate immediately prior to the consummation of such action, unless otherwise provided by the Board.

(b) In the event of a Corporate Transaction, any Contribution Period in progress shall accelerate and the right to subscribe for Shares shall automatically be exercised in accordance with Section 8. A new Subscription Date shall be set (the "New Subscription Date") by the Board, as of which date any Contribution Period then in progress will terminate. The New Subscription Date shall be on or before the date of consummation of such Corporate Transaction. The subscription for Shares shall be made in the maximum amount of Shares that can be subscribed for at the applicable Subscription Price for the Contributions made in such accelerated Contribution Period. The Shares issued under the Plan

shall be purchased by the successor corporation or a parent or Subsidiary of such successor corporation.

16. Taxes

(a) The Participant is responsible for any and all personal income, payroll or wealth tax consequences of participation in the Plan. The Participant must also pay any and all taxes levied on transfer of funds or shares or dividends or sales proceeds from shares subscribed for by the Participant hereunder.

(b) Participants in the Plan are encouraged to seek competent tax advice, at the Participant's own cost.

(c) The Company or Designated Subsidiaries, as the case may be, will cover all taxes incurred in its role as employer of the Participant.

(c) The Participant shall indemnify and keep indemnified the Company or the relevant Designated Subsidiary in respect of any Participant Tax Liability.

(d) The Participant shall indemnify and keep indemnified the Company or the relevant Designated Subsidiary in respect of any taxes levied on transfer of funds or shares or dividends or sales proceeds from shares subscribed for by the Participant hereunder.

(e) Notwithstanding anything to the contrary in the foregoing, the Participants in the Plan under the US Component are subject to the following tax provisions:

(i) Participation in the Plan is subject to any minimum required tax withholding on income of the Participant in connection with the Plan. Each Participant agrees, by entering into the Plan, that the Company and its Designated Subsidiaries shall have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant, including Shares issuable under the Plan. The Company and/or the Designated Subsidiary may, but will not be obliged to, withhold from the Participant's Compensation or any other payments due the Participant the amount necessary to meet such withholding obligations, withholding a sufficient amount whole number of Shares issued following exercise having an aggregate value sufficient to pay such taxes or withhold from the proceeds of the sale of Shares, either through a voluntary sale or a mandatory sale arranged by the Company or any other method of withholding that the Company and/or the Designated Company deems appropriate.

(f) Notwithstanding anything to the contrary in the foregoing, the Participants in the Plan under the UK Component are subject to the following tax provisions:

(i) All income tax and employee National Insurance Contributions ("NICs") ("Participant Tax Liabilities") arising as a consequence of participation in the Plan shall be borne by the Participant. The Company or the relevant Designated Subsidiary, as the case may be, shall be entitled to deduct any Participant Tax Liabilities from any future payments to be made to the relevant Participant.

(ii) To the extent that the Participant does not put the Company and / or the relevant Designated Subsidiary in funds in accordance with section 16(f)(i) and 16(c) within a reasonable amount of time, the Participant permits the Company or the Designated Subsidiary as appropriate to sell on the Participant's behalf such number of Shares issued to the Participant as will provide sufficient sale proceeds to satisfy the Participant Tax Liability.

(iii) The Company or Designated Subsidiary, as the case may be, will cover all taxes incurred in its role as employer of the Participant, including any Employer's NICs.

(iv) Participants in the Plan are encouraged to seek competent tax advice, at the Participant's own cost. The Company provides the following tax information on a reasonable effort basis, without assuming any liability or responsibility thereof:

- The Contributions will be deducted from the Participant's net base salary, meaning that the Participant will already have paid the relevant employment taxes on those amounts. Therefore, if any Contributions are returned to you pursuant to the provisions of this Plan, then there will be no further employment related taxes to pay on those amounts.
- As the Shares are to be issued to the Participant at a discount, that discount will be deemed for tax purposes to be a benefit provided to the Participant by its employer. On that basis, the difference between the Subscription Price and the market value of the Shares on the Subscription Date will be subject to income tax and NICs (both employees and employer's).
- An amount equivalent to the income tax and employee's NICs will be deducted from future payments to be made to the Participant by the Company or the relevant Designated Subsidiary (eg. on the next payday). If for any reason the Company or the relevant Designated Subsidiary cannot deduct these amounts from a future payment, then the Participant will be required to pay such amounts to the Company or the relevant Designated Subsidiary as applicable. Alternatively, the Company or the Designated Subsidiary may sell Shares on the Participant's behalf as set out in section 16(f)(ii) above.
- Any employer's NICs arising as a consequence of the subscription of Shares will be paid for by the relevant employer and the Participant will not be required to reimburse such amounts.
- On each Subscription Date, the Company or the relevant Designated Subsidiary (depending on which entity is the Participant's employer) shall enter into a joint election under s.431 of the Income Tax (Earnings and Pensions) Act 2003 and the Company shall also enter into such an election on behalf of the Participant (under the power of attorney included in the Application Form). The purpose of this election is to take the Shares out of the UK's restricted securities tax regime, and therefore to protect both the Participant and the Company from any future unexpected income tax or NICs charges.

17. Amendment or Termination

The Board may at any time and for any reason terminate or amend the Plan; provided, that any such amendments or terminations are consistent with the provisions of any applicable board authorization granted by the General Meeting of the Company. Notwithstanding any of the foregoing, the Board may not amend the Plan without the consent of the Participant if the amendment would impair any of the vested rights or obligations of the Participant under the Plan.

18. Notices

All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

19. Conditions Upon Issuance of Shares

(a) Shares shall not be issued in accordance with any rights granted pursuant to the Plan unless the issuance and delivery of such Shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the PLCA and the Securities Laws and, if so determined by the Board, shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) As a condition to the issuance of Shares in accordance with any rights granted pursuant to the Plan, the Company may require the Participant to represent and warrant at the time of any such exercise that the Shares are being subscribed for only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

20. Term of Plan; Effective Date

The Plan is effective as of the Effective Date by board resolution in accordance with board authorization granted by the shareholders on an Extraordinary General Meeting in the Company on 12 December 2019, and any successive authorizations, and will be in effect until terminated by the Board in accordance with Section 17.

21. Relationship with employment contract

(a) The Employee's rights and obligations under the terms of his/her employment with the Company or a Designated Subsidiary shall not be affected by the existence of the Plan or any of its terms.

(b) The value of any benefit realized by an Employee shall not be taken into account in determining any pension or similar entitlements.

(c) The Employee shall have no right to compensation or damages on account of any loss in respect of the Plan where this loss arises (or is claimed to arise), in whole or in part, from:

- termination of employment with; or
- notice to terminate employment given by or to,

the Company or a Designated Subsidiary. This exclusion of liability shall apply however termination of employment, or the giving of notice, is caused, and however compensation or damages are claimed.

(d) The Employee will have no right to compensation or damages from the Company or any Designated Subsidiary (or any associated company) on account of any loss in respect of the Plan where this loss arises (or is claimed to arise), in whole or in part, from:

- any company ceasing to be in the Company's group; or
- the transfer of any business to any person who is not in the same group as the Company.

This exclusion of liability shall apply however the change of status of the relevant company, or the transfer of the relevant business, is caused and however compensation or damages are claimed.

21. Additional Limitations Applicable to US Component

Notwithstanding anything in the Plan to the contrary, no Participant shall be eligible to be granted a right to subscribe for Shares if such Participant, immediately after grant of such right, would be treated as owning Stock possessing 5 percent or more of the total combined voting power or value of all classes of Stock of the Company or any "parent corporation" (as defined in Section 424 (e) of the U.S. Code) or "subsidiary corporation" (as defined in Section 424 (f) of the U.S. Code) (together, "Related Corporations"). For purposes of the preceding sentence, the attribution rules of Section 424 (d) of the U.S. Code shall apply in determining the stock ownership of a Participant, and all Stock which the Participant has a contractual right to purchase shall be treated as Stock owned by the Participant. In addition, no Participant may be granted a right to subscribe for Shares which permits his or her rights to subscribe for Stock under the Plan, and any other employee stock purchase plan of the Company and its Related Corporations, to accrue at a rate which exceeds US\$25,000 of the fair market value of such stock (determined on the grant date or dates) for each calendar year in which such rights are outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423 (b) (8) of the U.S. Code and shall be applied taking rights into account in the order in which they were granted.

APPENDIX I

Application Form

This deed is dated _____ (UK Component only)

PLEASE FILL IN SPACES BELOW WITH BLOCK LETTERS

This part of the application form contains protected personal data. Information provided will not be used or communicated other than in connection with the Plan. Terms in this application form shall have the meaning given to them in the plan documents.

SECTION A – PERSONALIA

Title: _____ **Last Name:** _____ **First Name:** _____

Address:

Country of Residence:

Employment number (if applicable):

Personal identification number:

Employer:

Date of Birth (ddmmyyy):

SECTION B – APPLICATION FOR PARTICIPATION AND AUTHORISATION

I hereby apply to participate in the Plan according to the provisions as outlined in the plan documents, which I hereby accept to commit to.

I hereby authorise my employer to withdraw the amount specified below from my monthly net (after-tax) salary payments, to hold the Contributions in a bank account and to use it on or immediately after 1 June 2020 to subscribe for Shares in the Company at a Subscription Price equal to 85% of the lowest of (i) the closing price of the Company's Share, as reported by Oslo Børs, on the first day of the Contribution Period (or the trading day immediately prior to the first day of the Contribution Period, if such day is not a trading day), and (ii) the closing price, as reported by Oslo Børs, of the share on the date on the trading day immediately prior to the Subscription Date; provided, however, that with respect to the US Component, to the extent the foregoing is not deemed to represent fair market value with respect to Section 423 of the U.S. Code, the Subscription Price shall not be less than 85% of the lower of the fair market value (as determined in a manner consistent with Section 423 of the U.S. Code) on the first day of the Contribution Period and the Subscription Date. I recognize that if my employment with my employer ends during the above said period, I will only receive the Contribution back and no longer be entitled to receive Shares at the end of the Enrollment Period. These instructions stand until the subscription for Shares has been completed and the Shares have been issued to me.

I also authorize the Company to deliver the Shares to a VPS account as designated by IDEX to hold Shares for Employees under the Plan, and to inform the bank holding such account of my personal protected data for the purpose of the transaction.

The Company and/or my employer is authorized to subscribe for Shares on my behalf in accordance with the Plan. My employer is further authorized to deduct an amount equal to the aggregate Subscription Price for the Shares allocated to me in accordance with the Plan from my Contributions, and to allocate said amount as share contribution.

In case it is not possible to meet this application in full due to the limit on the number of Shares available under the Plan, I hereby authorise the employer to scale down my application – and to change it accordingly – all based on the provisions of the Plan, as set out in the plan document.

SECTION C – TERMS AND CONDITIONS

I hereby consent to the monthly withdrawal from my net base salary payment an amount of;

(in the currency in which you receive salary)

and to the use if the aggregate amount for the subscription for Shares at set out above.

SECTION D – POWER OF ATTORNEY (UK Component only)

I hereby appoint the Company (acting by any of its directors from time to time) as my attorney to execute, in my name and on my behalf, a joint election under section 431(1) or 431(2) of the Income Tax (Earnings and Pensions) Act 2003, in respect of each subscription for Shares pursuant to the Plan on or within 14 days of the relevant Subscription Date.

The Company may appoint one or more persons to act as substitute attorney(s) for me and to exercise one or more of the powers conferred on the Company by the power of attorney set out in this Section D, other than the power to appoint a substitute attorney. The Company may subsequently revoke any such appointment.

The power of attorney set out in this Section D shall be irrevocable, save with the consent of the Company.

I declare that a person who deals in good faith with the Company or any substitute attorney as my attorney appointed under this Section D may accept a written statement signed by the Company or substitute attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

SECTION E - SIGNATURE

By signing this application form:

- I confirm my application which incorporates the terms of the Plan.
- I confirm that the data stated above are correct.
- I acknowledge my obligation to keep the Company and the Designated Subsidiaries indemnified as set out in Section 16 of the Plan.

Signature:

Place and date:

UK Component only:

Executed as a deed by [NAME OF PARTICIPANT]

in the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:
