

LEADDESK LTD'S 2024 STOCK OPTIONS (OPTION SCHEME FOR KEY PERSONNEL)

The Board of Directors of LeadDesk Ltd (the "**Board of Directors**") has decided to propose the granting of stock options to the key personnel of LeadDesk Ltd (the "**Company**") and its subsidiaries (together the "**Group**") based on the authorisation granted by the annual general meeting of LeadDesk Ltd's shareholders held on 20 March 2024, under the following conditions:

I STOCK OPTION TERMS AND CONDITIONS

1 NUMBER OF STOCK OPTIONS

The maximum total number of stock options to be granted is 150,000 stock options and they entitle their holders to subscribe for the maximum of 150,000 new shares or treasury shares of the Company (the "**Share**") in total. The Board of Directors decides whether the subscriber will be granted new Shares or treasury Shares.

2 STOCK OPTIONS

The stock options will be subscribed for with the identifier 2024.

3 DIRECTING STOCK OPTIONS

The stock options will be issued free of charge to the key personnel and members of the Board of Directors of the Group in deviation from the shareholders' pre-emptive subscription right. No more than 7,500 of the 2024 stock options may be offered to the members of the Board of Directors pursuant to the resolution of the General Meeting. Deviating from the shareholders pre-emptive right and offering the stock options free of charge are part of the incentive and commitment programme for the Group's key personnel and thereby constitutes a weighty financial reason for the Company. Stock options are issued to the key personnel in order to enhance their long-term motivation to increase shareholder value. In addition, stock options are issued to strengthen the key personnel's commitment to the employer.

4 DISTRIBUTION OF STOCK OPTIONS

The Board of Directors will decide upon the offering of stock options to the key personnel of a company belonging to the Group for subscription. The Board of Directors is entitled to decide on the more exact allocation of the stock options. The Board of Directors may decide on additional special terms and conditions for receiving the stock options that may relate e.g. to the share ownership of key personnel or the financial performance of the Company. The allocation period of the stock options begins on the date when the Board of Directors decide to issue the stock options and ends on 30 June 2025.

Members of the Board of Directors will be allocated stock options in accordance with the resolution of the annual general meeting held on 20 March 2024 so that one (1) stock option will be granted from the 2024 option scheme for each company share acquired by the member between 20 March 2024 and 24 September 2024. The total number of stock options granted to members of the Board of Directors in this way may not exceed 7,500 stock options. If the number of shares purchased by the members exceeds the number entitling to the maximum number, stock options will be distributed in proportion to the purchases so that the total number does not exceed 7,500 stock options.

The Board of Directors will send a written notice to the persons who will be offered stock options. The stock options will be distributed to the key personnel on the date determined by the Board of Directors after the recipients of the stock options has accepted the Board of Directors' offer or the deadline for responding to the offer has expired.

Distribution of the stock options to key personnel located outside Finland may be restricted or additional terms and conditions may be applied to their distribution pursuant to local legislation and other regulations.

The stock options are a discretionary, non-recurring part of the incentive programme. The stock options are not included in the employment agreement of the recipient of the stock options, and they will not be regarded as salary or fringe benefit. The recipients of the stock options are not entitled to receive any compensation related to the stock options on any grounds during or after their employment relationship.

The recipients of the stock options will be liable for all taxes and tax-related consequences related to the receiving or exercising of the stock options.

If necessary, the Company will pay the transfer tax related to the receipt of the stock options or of the Shares that are received based on the stock options. Any transfer tax paid by the Company may be deemed as taxable earned income of the stock option holders.

5 TRANSFER OF STOCK OPTIONS

The Company will keep the stock options on behalf of the stock option holders until the beginning of the share subscription period. The stock options may be freely transferred or pledged when the relevant share subscription period has begun. The Board of Directors may, however, authorise the transfer or pledge of stock options also before such date. In the event that a stock option holder decides to transfer or pledge their stock options, they must inform the Company thereof in writing without delay. The Board of Directors may, at its discretion, decide to restrict the transferability of the stock options in certain countries for e.g. regulatory or administrative reasons.

6 TERMINATION OF EMPLOYMENT OR SERVICE RELATIONSHIP BEFORE THE BEGINNING OF THE SHARE SUBSCRIPTION PERIOD

Should a stock option holder cease to be employed by or in the service of a Group company, or if the board membership ends prior to 1 May 2027, such person must, without delay, forfeit to the Company or to an entity determined by the Company, free of charge, all stock options distributed thereto for which the share subscription period specified in section II.2 has not commenced on the last day of such person's employment or service relationship. Irrespective of the aforementioned, the Board of Directors may decide that the option holder may be allowed to keep the share options or part thereof. A member of the Board of Directors whose stock options are concerned by the decision may not take part in this decision-making.

If a stock option holder's employment or service relationship in a Group company terminates due to the stock option holder's permanent inability to work or death, or due to statutory retirement or retirement based on an employment or service contract or based on some other retirement scheme defined by the Company, the Board of Directors will decide on the right of the stock option holder, their estate or their beneficiaries to keep the stock options granted to the stock option holder. A member of the Board of Directors whose stock options are concerned by the decision may not take part in this decision-making.

The proceedings will be similar if the rights and obligations arising from the stock option holder's employment or service are transferred to a new owner or holder upon the employer's transfer of business or if the stock option holder's employment or service relationship in the Group company terminates due to a corporate transaction.

In these terms and conditions, the termination of the stock option holder's employment or service relationship refers to the last date on which the stock option holder's contract of employment or service is valid.

7 REGISTRATION IN A BOOK-ENTRY SYSTEM

The Board of Directors may decide to register the 2024 stock options in a book-entry system. If the stock options are registered in the book-entry system, the Company will be entitled to apply for the transfer of and

have all forfeited stock options transferred from the stock option holder's book-entry account to a book-entry account designated by the Company without the consent of the stock option holder.

In addition, the Company will be entitled to register transfer restrictions and other comparable restrictions concerning the stock options in the stock option holder's book-entry account without the consent of the stock option holder. Stock option holders are not entitled, on any grounds, to receive compensation for the forfeiture of their stock options pursuant to these terms and conditions during their employment or service relationship or after the termination thereof.

II SHARE SUBSCRIPTION TERMS AND CONDITIONS

1 RIGHT TO SUBSCRIBE FOR NEW SHARES

Each stock option entitles its holder to subscribe for one (1) new or treasury Share in the Company. The subscription price of the Shares will be recorded to the Company's reserve for invested unrestricted equity.

The right to subscribe for shares is conditional on that the shares that have served as the basis for granting the stock options are still held by the stock option holder when the subscription period of the stock options begins.

2 SUBSCRIPTION AND PAYMENT

The share subscription period for Shares subscribed for with the 2024 stock options will be 1 May 2027 – 31 December 2029.

If the last day of the share subscription period is not a bank day, the subscription can be made on the first bank day following the last day of the subscription period.

The subscription of the Shares will take place in the Company's principal office or potentially in another venue and in another way that will be announced later. The Shares must be paid in connection with the share subscription to a bank account indicated by the Company. The Board of Directors will decide on any required actions related to the share subscription.

3 SUBSCRIPTION PRICE

The subscription price for shares subscribed for with 2024 stock options is 7.56 EUR per share.

The share subscription price for the Shares subscribed for on the basis of stock options may be reduced in special situations referred to in sections 6 and 7. However, the share subscription price must always be at least the current price of the date of the disclosure of the 2024 option scheme.

The subscription price of the Shares will be recorded to the Company's reserve for invested unrestricted equity.

4 RECORDING OF SHARES

Shares subscribed and fully paid for in accordance with the terms and conditions of this option scheme and with other terms possibly set down by the Board of Directors will be recorded to the subscriber's book-entry account.

5 RIGHTS ATTACHED TO SHARES

The new Shares entitle their holders to dividend and other shareholder rights as of the day on which the Shares have been registered in the Trade Register.

In the event that a subscriber is provided with treasury Shares, the subscriber is entitled to dividend and other shareholder rights once the Shares have been registered in the subscriber's book-entry account.

6 SHARE ISSUES, STOCK OPTIONS AND OTHER SPECIAL RIGHTS ENTITLING TO SHARES BEFORE SHARE SUBSCRIPTION

If the Company decides on a share issue or grants new stock options or other special rights entitling to shares before the share subscription and the shareholders have a pre-emptive subscription right, the stock option holders have the same or equal rights as the shareholders. Equality with the shareholders is ensured as decided by the Board of Directors by adjusting the number of Shares available for subscription, the subscription prices or both.

If the Company decides on a share issue or on granting new option rights or other special rights entitling to shares in deviation from the shareholders' pre-emptive right, such a decision does not affect the stock option holders' rights unless the Board of Directors otherwise decides on special grounds.

7 RIGHTS IN SPECIAL SITUATIONS

7.1 Distribution of equity

If the Company distributes dividend or assets from the reserve for invested unrestricted equity, the amount of dividend per share and of capital distributed from the reserve for invested unrestricted equity, which are decided by the Board of Directors after 20 March 2024 (the "**issue date**") but before the share subscription, will be deducted from the subscription price of Shares subscribed for with stock options on each record date of the distribution of dividend or of capital.

If the Company reduces its share capital by distributing share capital to its shareholders, the amount of distributed share capital per share, which is decided by the Board of Directors after the issue date but before the share subscription, will be deducted from the subscription price of each Share that is subscribed for with stock options on the record date of the capital distribution.

7.2 Acquiring or redeeming the Company's own shares and acquiring stock options or other special rights entitling to shares

The rights of the stock option holders will not be affected in the event that the Company acquires or redeems its own shares or acquires stock options or other special rights entitling to shares. However, in the event that the Company decides to acquire or redeem its own shares with an offer directed to all shareholders, an equal offer must be made to the stock option holders.

7.3 Placing the Company in liquidation or removing it from the register

If the Company is placed in liquidation before the share subscription, the stock option holders will be provided with the opportunity to exercise their subscription rights during a time period set by the Board of Directors. In the event that the Company is removed from the Trade Register before the share subscription, the stock option holders have the same or equal rights as the shareholders.

7.4 Merger, demerger or change of domicile

If the Company decides to merge with another company as the company being acquired or into a company formed in a combination merger or if the Company decides to demerge completely, the stock option holders will be granted the right to subscribe for the Shares during a time period determined by the Board of Directors before the implementation of the merger or demerger is registered.

Alternatively, the Board of Directors may grant the stock option holder the right to exchange their stock options for stock options issued by another company as determined in the terms of the merger or demerger or as otherwise determined by the Board of Directors, or the right to sell the stock options before the implementation

of the merger or demerger is registered. After the registration is completed, the right to share subscription or exchange will no longer exist.

The same procedure applies to cross-border mergers or demergers or in the event that the Company, after converting into a European company (Societas Europae) or otherwise, transfers its domicile from Finland to another Member State located within the European Economic Area. The Board of Directors will decide how a partial division will affect the stock options. In the above-mentioned situations, the stock option holders are not entitled to demand the Company to redeem their stock options at fair value.

7.5 Redemption right and redemption obligation

In the event that a shareholder becomes subject to a redemption right and redemption obligation that affects all of the Company's shares, as referred to in Chapter 18 Section 1 of the Finnish Limited Liability Companies Act, before the end of the share subscription period on the grounds that the said shareholder possesses over 90% of the shares and votes in the Company, the stock option holders will be entitled to exercise their subscription rights during a time period set by the Board of Directors. Alternatively, the stock option holders will be subject to an obligation that corresponds to that of the relevant shareholder to transfer their stock options to the redeemer even if the transfer right described above in section I.5 has not yet begun.

III OTHER MATTERS

These terms and conditions are governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to the stock options, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, and the number of arbitrators shall be one. The language of the arbitration shall be Finnish or English.

The Board of Directors may later decide to amend these terms and conditions to the extent technical adjustments are required to enter the stock options in the book-entry system or make other than material alterations or clarifications. The Board of Directors may also decide on other issues relating to the stock options and give binding instructions to the holders of the stock options.

The Company is entitled to remove any stock options that have not been transferred or used for share subscription from the stock option holder without compensation in the event that the stock option holder breaches these terms and conditions or any instructions given by the Company based on these terms or the applicable laws or orders issued by public authorities.

The Company may maintain a register of the stock option holders in which the stock option holders' personal data is recorded. The stock option holder authorises the Company or an entity appointed by the Company to control and process the personal data recorded in the register. The stock option holder is entitled to request the Company to provide the stock option holder with access to the personal data concerning the holder.

The Company may send all announcements regarding the stock options to the stock option holders by email. These terms and conditions have been prepared in Finnish and translated into English. In the event of any discrepancies between the language versions, the Finnish language terms and conditions will have precedence.