

LEADDESK LTD

TERMS AND CONDITIONS OF STOCK OPTIONS 1/2019

LeadDesk Ltd's (the "**Company**") board of directors (the "**Board**") has on 17 January 2019 resolved to issue stock options for subscription under the terms and conditions described herein (the "**Resolution**").

1 SUBSCRIPTION OF STOCK OPTIONS

1.1 Number of Options

1.1.1 The number of stock options issued for subscription is 36,350.

1.2 Subscription Right of Options and Subscriptions

1.2.1 Regardless of the pre-emptive subscription rights of the shareholders, the options shall be offered for subscription to the key persons of the Company as resolved by the Board (hereinafter the "**Key Person(s)**" or "**Option Holder(s)**") as described in the Resolution.

1.2.2 The subscription period of the options is set forth in the Resolution. The options shall be subscribed by returning a separate subscription list to the Company as instructed by the Board. A certificate which describes the Key Persons' right to participate in the subscription issue as well as the terms and conditions of the subscription issue shall be given to the Key Persons by request, unless the options have been taken into the book-entry system. No warrants, as set out in Chapter 3, section 12(2) of the Finnish Companies Act, shall be provided for the options.

1.2.3 The purpose of issuing the options is to bind the Key Persons to the economic growth of the Company and to the development of the Company's share value as well as create a long-term relationship between the Company and the Key Persons, which benefits the Company both economically and operationally. Therefore, a weighty financial reason exists for deviating from the subscription right of the Company's shareholders.

1.2.4 No consideration shall be paid for the subscription of the options.

2 SUBSCRIPTION OF SHARES AND CERTAIN RIGHTS OF THE OPTION HOLDERS

2.1 Right to Subscribe New Shares

2.1.1 Each option entitles the Option Holder to subscribe one (1) new share in the Company as of registration of the options to the Trade Register.

2.1.2 The subscription period of all options shall end on 31 December 2025.

2.2 Subscription and Payment of Shares

2.2.1 The share subscription shall take place in the Company's main office or in other place informed by the Board. The shares shall be paid to the Company's bank account in connection with subscription or otherwise according to the instructions of the Board.

2.2.2 The subscription price of each share is EUR 0.004, the justification for which is set forth in the Resolution.

2.2.3 The shares in the Company do not have a nominal value. The total subscription price of the shares shall be paid to the Company's fund for invested own free equity.

2.3 Registration of Shares

- 2.3.1 The Board shall register the new shares without delay after the subscription of the shares subscribed with the options.

2.4 Shareholder Rights

- 2.4.1 The new shares entitle their holders to dividends and other rights of the shareholders after the shares have been registered with the Trade Register.

2.5 Option Holder's Rights in Certain Circumstances

- 2.5.1 If the Company, prior to a share subscription, decides to issue shares, options or other special rights entitling to shares, regardless of whether the shareholders' pre-emptive subscription right is used or not, the Option Holder has no right to participate in such issue, and this issue will not affect the subscription price of the shares or other terms and conditions of the options.
- 2.5.2 If the Company, prior to a share subscription, distributes dividends or funds from the fund for Company's invested own free equity or lowers its share capital by distributing share capital to the shareholders, this will not affect the subscription price of the shares or the other terms and conditions of the options.
- 2.5.3 If the Company, prior to share subscription, decides to acquire or redeem its own shares, options or other special rights entitling to shares under Chapter 10 of the Finnish Companies Act in accordance with Chapters 3 or 15 of the Finnish Companies Act, this will not require actions from the Company (or the Option Holders) in relation to stock options, and this will not affect the terms and conditions of the stock options.
- 2.5.4 If the Company, prior to share subscription, decides to merge with another company as a merging company or with a company to be formed in a combination merger or if the Company decides to fully demerge its business activities, the Option Holder shall, before the merger or demerger, be given the right to subscribe for the shares with stock options, within a period of time determined by the Board prior to the registration of the enforcement of the merger or demerger. After this period, the subscription right shall terminate. The Board shall decide on the effect of a possible partial demerger to the terms and conditions of the stock options. In the above-mentioned situation the Option Holder is not entitled to require that the Company shall redeem the stock options for a fair market value.
- 2.5.5 If, prior to share subscription, the share of the Company's shareholder of the Company's shares and votes exceeds 90 per cent and this leads to the realization of the redemption right and redemption obligation under Chapter 18, Section 1 of the Finnish Companies Act, the Option Holder has the right to subscribe for the shares in the Company during a period determined by the Board regardless of the provisions concerning the subscription period but otherwise in accordance with these terms and conditions. After this period, the subscription right shall terminate.
- 2.5.6 If, prior to share subscription, the Company is placed into liquidation, the Option Holder shall be given the right to subscribe for the shares in the Company during a period determined by the Board prior to the beginning of the liquidation procedure. If the Company is removed from the Trade Register prior to the date of commencement of the share subscription right, the Option Holder has the right to use their subscription right during a period determined by the Board after which the subscription right shall terminate.

3 OTHER TERMS AND CONDITIONS

3.1 Restrictions on Transfer of the Stock Options and Shares

- 3.1.1 The subscription right of stock options and the stock options are personal and may not be transferred or pledged.

- 3.1.2 The redemption clause of the Company's Articles of Association is applied to the shares subscribed with stock options.
- 3.1.3 The transfers restrictions included in the Company's relevant shareholders agreement are also applied to the stock options and shares subscribed with stock options.

3.2 Termination of Relationship

- 3.2.1 If the Option Holder's employment or service relationship or membership in the board of directors (the "**Relationship**") with the Company or a company within the same group as the Company terminates for any reason,
- (i) any stock options, for which the subscription period, as may be separately agreed with the Option Holder, has not commenced; or
 - (ii) in the absence of such agreement, all stock options
- shall become void immediately as from the date of the notice of termination regarding the Relationship without compensation.
- 3.2.2 The Board may, on special grounds, make an exception and decide or agree that the stock options shall not be completely or partially voided.

3.3 Disputes

Any dispute, controversy or claim arising out of or relating to these stock options, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The place of arbitration shall be Helsinki and the arbitration proceedings shall be conducted in the Finnish language.

3.4 Other Matters

- 3.4.1 The documents concerning the stock options are available at the Company's main office.
- 3.4.2 The Board may decide on the transfer of the options into the book-entry securities system as well as on technical amendments to be made to these terms and conditions due to this transfer. The Board also decides on other issues and practicalities related to the stock options.
- 3.4.3 The potential benefit from these stock options does not accrue pension of the Option Holder.