

TERMS FOR EQUITY INVESTMENT IN

[Insert Seed Company Name] OY

[Date]

This Term Sheet (this “**Term Sheet**”) summarizes the principal terms with respect to an equity investment by [insert investor’s name] in [_____], Oy, a limited liability company incorporated under the Finnish laws (the “**Company**”). This Term Sheet does not constitute any legally binding obligations for either party, save for the section entitled “Binding Terms”. Legally binding obligations in respect to the investment will only be made pursuant to definitive agreements to be negotiated and executed by the parties. The offering terms:

Securities to Issue Series A Shares of the Company.

Aggregate Proceeds: EUR [_____] in aggregate.

Investor[s] [investors approved by the Company] (the “**Investor[s]**”).

Subscription Price
Per Share: Price per each Series A Share (the “**Original Subscription Price**”), based on a pre-money valuation of EUR [_____] including an unallocated option pool representing [X]% of the fully-diluted post-money capitalization.

Capitalization The Company’s capital structure before and after the closing of the investment is set forth in **Exhibit A**.

Dividends Non-cumulative dividends shall be paid to holders of Series A Shares pro rata to any dividends paid on common shares on as-if-converted basis when and if declared by the Board and approved by the Shareholders’ Meeting.

Liquidation
Preference: The greater of: (i) one times the Original Subscription Price added with declared but unpaid dividends on each Series A Share; or (ii) the amount holder of Series A Share would have received had the Series A Share been converted into common shares immediately prior to the Liquidation Event. The remaining proceeds shall be distributed to the holders of common shares on a pro-rata basis.

(i) A merger or consolidation (other than one in which shareholders of the Company own a majority by voting power of all the outstanding shares of the surviving or acquiring company); (ii) other type of single transaction, or series of related transactions, in which control, i.e. at least 50.01 per cent (50.01%) or more of all the shares or votes, are transferred; and (iii) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company; and (iv) liquidation or bankruptcy, will be treated as a liquidation event (“**Liquidation Event**”).

Conversion: Each Series A Share is convertible into one common share, subject to adjustments for stock splits, reverse splits and the like, at any time at the option of the holder of Series A Shares.

Documentation: Definitive agreements will be based on Series A Shares documents published at [].

Information: The Investors will receive standard information and inspection rights.

Participation Right: The Investors will have the right, but not the obligation, to participate in subsequent issuances of any equity securities on a pro rata basis.

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| Protective Provisions: | Approval of the majority holders of Series A Shares is required to (i) adversely change rights of the Series A Shares or amend the Articles of Association; (ii) issue, redeem or purchase shares or other equity securities; (iii) declare or pay any dividend or make a decision on other asset distributions; (iv) guarantee any indebtedness, save for trade accounts of the Company, or incur any indebtedness in excess of EUR [add]; (v) make any loan or advance, save for a wholly owned subsidiary; (vi) change the number of directors; (vii) merge, demerge, liquidate or dissolve the Company, including any Liquidation Event; (viii) transfer, lease, license (other than licenses granted in the ordinary course of business on a non-exclusive basis), pledge or encumber assets or rights material to the Company's business; (ix) any contract or assignment with a Shareholder or his immediate family member or any entity controlled by a Shareholder and/or his immediate family member(s); (x) hire, fire or amend the terms of employment contracts of key persons. |
| Board of Directors: | Two directors elected by holders of a majority of common shares, one elected by holders of Series A Shares. |
| Right of First Refusal | Transfer of common shares is subject to primarily Company's and secondly other shareholders' right of first refusal. A customary redemption clause shall be included in the Company's Articles of Association. |
| Expenses: | The Company shall reimburse counsel to the Investors for fee, which shall not exceed EUR [add]. |
| Founders | <p>100% of the Founders' shares will vest in four (4) years. Buyback right of primarily the Company and secondly Investors for the maximum of 100% of the Founder's shares lapses in equal monthly increments over following 48 months.</p> <p>Liquidation Event accelerated unvested Founder's shares so that all the unvested shares will vest in two (2) years following a Liquidation Event.</p> <p>All shares will vest if Founder's employment is terminated without "cause".</p> <p>The Founders are required a one-year non-competition and non-solicitation commitment from the date they transferred all their shares. Founders to assign all IPR's to the Company.</p> <p>The Company and each Founder severally shall give representations and warranties to the Investors. Founder's liability shall be capped at EUR [add].</p> |
| Binding Terms: | For a period of thirty (30) days of the date of this Term Sheet, the Company and the Founders agree not to solicit offers from other parties for any equity financing or sale or transfer of all or material part of the assets of the Company. This Term Sheet and the contents hereof are confidential and the Company may disclose these terms only to its representatives, directors and its legal or financial advisors. Any other disclosure is prohibited. |
| Expiration | This Term Sheet expires on [add date], if not accepted by the Company. |
| In _____ on [].[].2011 | |
| [INSERT SEED COMPANY'S NAME] OY [INSERT INVESTOR'S NAME] | |