TERMS FOR EQUITY INVESTMENT IN

[INSERT THE NAME OF THE INVESTEE COMPANY] OY

[Insert date] 201\_

This Term Sheet (the **Term Sheet**) summarizes the principal terms with respect to an equity investment in [insert the name of the investee company] Oy, business identity code [insert the business identity code], a limited liability company incorporated under the laws of Finland (the **Company**).

This Term Sheet is only a statement of intentions and nothing in this Term Sheet creates any obligation on the parties to enter into the Transaction Documents (as specified below). With the exception of Sections titled *Exclusivity*, *Confidentiality* and *Governing Law*, this Term Sheet is not legally binding. Legally binding obligations in respect to the investment will only be made pursuant to Transaction Documents to be negotiated and executed by the parties.

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| Securities to Issue: | Preferred series seed shares in the Company (the **Series Seed Shares**) in one tranche. |
| Aggregate Proceeds: | EUR [insert total investment amount] in aggregate. |
| Investors: | [Accredited investors approved by the Company] (the **Investors**) |
| Subscription Price per Share: | Price per each Series Seed Share (the **Original Subscription Price**), based on a pre-money valuation of EUR [insert amount][, including an unallocated option pool representing [insert amount]% of the fully‑diluted post-money capitalization]. |
| Liquidation Preference: | The greater of: (i) the Original Subscription Price added with declared but unpaid dividends on each Series Seed Share; or (ii) the amount the holder of Series Seed Shares would have received had the Series Seed Shares been converted into common shares immediately prior to the liquidation event. The remaining proceeds to be distributed to the holders of common shares on a pro rata basis. |
| Conversion: | Each Series Seed 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 a Series Seed Share. |
| Voting Rights: | Approval of the majority of the holders of the Series Seed Shares is required to: (i) adversely change the rights of the Series Seed Shares or amend the articles of association; (ii) issue, redeem or acquire shares or other equity securities; (iii) declare or pay any dividend or make a decision on other asset distribution; (iv) change the number of the members of the board of directors; (v) execute a trade sale or merge, demerge, liquidate or dissolve the Company in any other manner; (vi) 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; (vii) enter into 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; and (viii) hire or fire key persons or amend the terms of their employment contracts. |
| Documentation: | Definitive agreements (the **Transaction Documents**) to be based on this Term Sheet and the Series Seed Shares documents published at www.seriesseed.fi. |
| Financial Information: | Investors to receive customary information and inspection rights. |
| Participation Right: | Investors to have the right, but not the obligation, to participate in subsequent issuances of any equity securities on a pro rata basis. |
| Board of Directors: | Two members of the board of directors to be elected by holders of the majority of common shares, one to be elected by holders of the majority of the Series Seed Shares. |
| Expenses: | The Company to reimburse out-of-pocket costs of the Investors up to a maximum of EUR [insert amount] (excluding VAT). |
| Key Holder Matters: | 100% of the founders’ and other working shareholders’ shares will vest in equal installments over four (4) years with a one-year cliff with the Company having a primary right and the shareholders having a secondary right of redemption. All shares owned by a founder or another working shareholder will vest upon “double trigger”.  Founders and other working shareholders to (i) assign all IPR’s to the Company without any separate compensation and (ii) commit to a one-year non-competition and non-solicitation from the date they cease to hold any shares in the Company. |
| Exclusivity: | For a period of thirty (30) days of the date of this Term Sheet, the Company and the founders agree not to enter into any binding agreement or solicit offers from other parties for any equity financing or sale or transfer of all or material part of the assets of the Company. |
| Confidentiality: | This Term Sheet and the contents hereof are confidential provided that the Company, the founders and the Investors may disclose these terms to their respective representatives, directors and legal and financial advisors (the **Representatives**) provided that any disclosure may be made only after such Representatives have been informed of the confidential nature of this Term Sheet and, where so required, undertaken in writing to be bound by the confidentiality obligations herein. Any other disclosure is prohibited. |
| Governing Law: | This Term Sheet is governed by the laws of Finland without regard to its principles and rules on conflict of laws. |

This Term Sheet may be executed in any number of counterparts and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Term Sheet by email shall be effective as delivery of a manually executed counterpart of this Term Sheet.

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| Date and place  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_/\_\_ 201\_ |
| [inserT the name of the investee company] |
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| Date and place  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_/\_\_ 201\_ |  | Date and place  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_/\_\_ 201\_ |
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| [inserT the name of the founder] |  | [inserT the name of the founder] |

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| Date and place  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_/\_\_ 201\_ |  | Date and place  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_/\_\_ 201\_ |
| [inserT the name of the investor] |  | [inserT the name of the investor] |
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