Schedule 2 – Terms and conditions of long-term incentive program

The board of directors of Better Collective A/S (the "Company") proposes that the annual general meeting authorizes the board of directors to establish a long-term incentive program (the "LTIP 2019") for the Company's key employees and members of executive management (the "Key Employees"). The LTIP 2019 shall be based on the terms and conditions as set out below.

The LTIP 2019 shall consist of up to 2,000,000 warrants, which can be allotted to Key Employees in the period until the Company's annual general meeting in 2022 (subject to ratification of the authorization by the annual general meeting in 2020 and 2021 as described in the notice). Each warrant confers the holder a right - but not an obligation - to acquire one new share of nominal EUR 0.01 in the Company against a cash consideration as set out below.

Participants and allotment

The warrants shall be allotted to the Key Employees on 1 July 2019, 1 July 2020 and 1 July 2021 (each a "Date of Grant") in accordance with the below allocation:

CEO	1 July 2019: 300,000 warrants
COO	1 July 2019: 300,000 warrants
CFO	1 July 2020: 300,000 warrants
Other Key Employees	1,100,000 may in the aggregate be allotted to Other Key Employees in one or more issues on 1 July 2019, 1 July 2020 and/or 1 July 2021, provided that no individual Other Key Employee may be allotted more than 100,000 warrants.

It is expected that between 20 and 50 participants will be included in the category Other Key Employees and be allotted warrants over the course of the LTIP 2019.

The LTIP 2019 shall be offered to Key Employees who are employed at the time of the relevant allocation. The board of directors shall, within the framework of the resolution from the annual general meeting, determine the number of warrants that each Key Employee shall be allotted in accordance with the abovementioned principles.

In accordance with the Company's inventive guidelines, the value of the warrants to be allotted to the executive management shall not exceed 100% of the respective executive manager's annual base salary at each Date of Grant. Further, the gross profit relating to the warrants granted to the CEO and COO (i.e. the difference between the exercise price and the relevant share price at the time of the exercise) shall not exceed 300% of their average annual salary (base salary plus cash bonus) in the three years from the Grant Date.

Vesting

The allotted warrants shall be vested linear with 1/3 on an annual basis over a three-year period from the Date of Grant.

It is a prerequisite for the Key Employee's vesting rights that their employment with the Company is not under notice or terminated for any reason by any party throughout the vesting period.

Exercise period

The holders of warrants may exercise the allotted warrants in exercise windows that will open in the period from the third to the fifth anniversary from the Date of Grant (the "Exercise Period"). Should the employee not be able to exercise the warrants due to insider knowledge, the Exercise Period will be extended until the first window in which the warrants may be exercised. If the warrants are not exercised in the last exercise window, the warrants will lapse and become void.

Exercise price

Each warrant carries the right to subscribe for one share in the Company with a nominal value of EUR 0,01 in the Exercise Period against payment of a cash exercise price equivalent to the Company's volume weighted average share price in the last 10 business days in the month prior to each Date of Grant plus a compounded interest of 5% per annum, capitalized yearly until the last day in the calendar month immediately preceding the day when an exercise of warrants is made.

Terms and conditions for the warrants

Other than stated above, the warrants shall be subject to customary terms and conditions for warrants which in connection with the allotment of warrants will be adopted by the board of directors as a schedule to the Company's articles of association. These warrant terms will state amongst others:

1. The warrants are issued to the participant free of charge.

2. The warrants are non-transferable and cannot be assigned to a third party, including in connection with a division of property following divorce. Equally, the warrants cannot be pledged or subject to encumbrance, debt enforcement or any other form of execution.

3. If warrants are transferred in contravention with item 2 above, the warrants shall lapse without notice or compensation.

4. The warrants do not provide the Key Employee with the right to vote at the Company's general meeting, to receive dividends or to carry out any other shareholder rights.

5. The board of directors shall be authorised to make minor formal adjustments of the resolution which may be required for registration with the Danish Business authority.

6. The board of directors may at its discretion, as an alternative to issuing shares upon exercise of the warrants, choose to pay a cash settlement to the warrant holder equal to the difference between the share price and the exercise price of the warrants.

7. The Company may elect that the Key Employees may be subject to special tax rules even though this may result in that the Company will not be allowed to make a tax deduction on the value of the warrants.

Dilution and impact on key figures

In case all warrants issued within the LTIP 2019 are utilized for subscription of new shares, a total of 2,000,000 new shares will be issued (subject to adjustment of the exercise price and/or number of shares, e.g. in the event of capital increases and capital decreases not done at market price,), which corresponds to a dilution of approx. 4.51% of the Company's share capital on a fully diluted basis (including the current outstanding warrant programs, reference is made to the below). To illustrate the economic effect of the dilution, if the LTIP 2019 had been fully issued in the financial year 2018 the key figure earnings per share for the financial year 2018 would then have been changed with EUR 0.01 from EUR 0.16 to EUR 0.15.

The Company currently has two outstanding warrant programs under which a total of 1,832,220 new shares will be issued if all warrants issued within these programs are utilized for subscription of new shares. This corresponds to a dilution of approx. 4.33% of the Company's share capital and votes on a fully diluted basis (excluding the LTIP 2019 warrants). For more information on the outstanding warrant programs see www.bettercollective.com.

Costs

The board of directors' opinion is that LTIP 2019 will trigger costs in reference to accounting salary costs.

Based on the assumption that 100 percent of the warrants in LTIP 2019 will be vested, the estimated total accounting costs for the options will amount to approximately EUR 3.2 million during the period 2019-2022, based on the actual value of the warrants at the start of the program. The warrants do not have a market value since they are not transferable. However, the board of directors has calculated a theoretical value of the warrants in accordance with the Black Scholes formula. The calculations have been based on an assumed share price of SEK 66 per share and an assumed volatility of 45%. In accordance with this valuation, the value of the warrants in LTIP 2019 is approximately EUR 1.61 per warrant. Limitations in the disposal rights have not been taken into consideration in the valuation.

All calculations above are preliminary only and are only intended to provide an illustration of what costs LTIP 2019 may induce. Actual costs may therefore deviate from what has been stated above.

Preparation of the proposal

The proposal of the LTIP 2019 has been prepared by the remuneration committee together with external consultants. The final proposal has been resolved by the board of directors of the Company.