



# Better Collective

## Articles of Association

CVR no. 27 65 29 13

~~March 17~~ April 25, 2019



**1. The name of the Company**

1.1 The Company's name is Better Collective A/S.

1.2 The Company also carries on business under the secondary names Better A/S, Chrisper Economy A/S and Bettingexpert A/S.

**2. Objects**

2.1 The Company's objects are to engage in advisory and consultancy activities and planning and trade and any other business activities related thereto within online betting and gambling. The Company may have interest in other companies or business within the same area of business as a shareholder.

**3. The Company's share capital and shares**

3.1 The share capital of the Company amounts to EUR 404,871.11 and is divided into shares of EUR 0.01 each or multiples thereof. The share capital is paid in full.

3.2 No shares carry any special rights. No shareholder is obliged to have his or her shares redeemed in full or in part.

3.3 The shares are negotiable, but must be registered in the name of the holder and be registered in the Company's register of shareholders.

3.4 The shares are freely transferable.

3.5 The shares are issued through and registered with VP Securities A/S. Dividend, including any interim dividend, from the shares will be paid by way of transfer through VP Securities A/S.

3.6 The Company has appointed Euroclear Sweden AB, reg. no. 556112-8074 as keeper of the Company's register of shareholders for all shares issued by the Company.

**4. Authorisations**

4.1 In the period until the annual general meeting to be held in 2020, the board of directors is authorised to increase the company's share capital in one or more issues without pre-emption rights for the company's existing shareholders by up to a nominal amount of EUR 80,974.22. The capital increase shall take place at market price and shall be effected by cash payment, by contribution in kind, by debt conversion or a combination hereof.

For the issuance of shares on the basis of the above authorisation the following shall apply:

1. Partial payment of the subscription amount is not permitted.

2. The new shares will be without pre-emption rights for existing shareholders, and the pre-emption rights relating to the new shares will not be restricted in respect of future capital increases.

3. The transferability of the new shares will not be restricted, and the new shareholders will not be obligated to let their shares be redeemed.



4. The new shares will be issued in the name of the holder and will be negotiable instruments.

4.2 The board of directors is authorised to pass a resolution on acquisition of treasury shares on the following terms:

1. The company may acquire up to nominal EUR 40,487.11 treasury shares in the period until the annual general meeting to be held in 2020.

2. Acquisitions of treasury shares should be made on Nasdaq Stockholm (the "Exchange") at a price per share within the band of prices (spread) applying on the Exchange, or to the extent the company assigns a member of the Exchange to accumulate a certain amount of the company's shares by proprietary trading during a certain time period on the day of delivery pay the volume weighted average price for the market as a whole for such period of time, even if the volume weighted average price falls outside the range of prices on the day of delivery.

All acquisitions of treasury shares shall be made in accordance with the applicable rules at the Exchange.

5. **4. Warrants**

5.1 ~~4.1~~ At a meeting of the board of directors of the Company held on 25 August 2017, the board of directors resolved, pursuant to an authorisation issued by the general meeting, to issue ~~10,172~~ 549,288 warrants corresponding to shares of a nominal amount of EUR 5,492.88 and adopted the capital increase required for that purpose. Each of the issued warrants may be exercised at an exercise price of DKK ~~700~~ 12.962962. The other terms and conditions of the issued warrants are set out in Schedule 1, which forms an integral part of these articles of association.

5.2 ~~4.2~~ At a meeting of the board of directors of the Company held on 25 August 2017, the board of directors resolved, pursuant to an authorisation issued by the general meeting, to issue ~~24,636~~ 1,330,344 warrants corresponding to shares of a nominal amount of EUR 13,303.44 and adopted the capital increase required for that purpose. Each of the issued warrants may be exercised at an exercise price of DKK ~~700~~ 12.962962. The other terms and conditions of the issued warrants are set out in Schedule 2, which forms an integral part of these articles of association.

5.3 ~~4.3~~ At a meeting of the board of directors of the Company held on 22 March 2018, the board of directors resolved, pursuant to an authorisation issued by the general meeting, to issue ~~3,143~~ 169,722 warrants corresponding to shares of a nominal amount of EUR 1,697.22 and adopted the capital increase required for that purpose. Each of the issued warrants may be exercised at an exercise price of DKK ~~700~~ 12.962962. The other terms and conditions of the issued warrants are set out in Schedule 1.

5.4 ~~4.4~~ At a meeting of the board of directors of the Company held on 11 April 2018, the board of directors resolved, pursuant to an authorisation issued by the general meeting, to issue ~~450~~ 24,300 warrants corresponding to shares of a nominal amount of EUR 243.00 and adopted the capital increase required for that purpose. Each of the issued warrants may be exercised at an exercise price of DKK ~~700~~ 12.962962. The



other terms and conditions of the issued warrants are set out in Schedule 2, which forms an integral part of these articles of association.

5.5 On the annual general meeting held on 25 April 2019, the general meeting issued an authorisation to the board of directors to establish a long-term incentive program for certain of the company's key employees and members of executive management.

As part of the long-term incentive program, the board of directors was authorized in one or more issues to issue up to 2,000,000 warrants to certain of the company's key employees and members of the executive management granting them a right to subscribe for shares of up to a total nominal amount of EUR 20,000 against payment in cash without pre-emption rights for the company's shareholders, and to adopt a resolution to carry out the required increase of the company's share capital.

The authorisation is valid in the period until the company's annual general meeting to be held in 2022, provided that the annual general meeting to be held in each of the years 2020 and 2021 in relation to the part of the allocation to be made to Other Key Employees (as defined in Schedule 3) ratifies the decision to allow the board of directors to issue the remaining part of the warrants (absent such ratification at one of the mentioned annual general meetings, the remaining part of the authorization shall automatically lapse).

The board of directors is authorised to reuse or reissue any expired warrants that has not been duly exercised, provided that the reuse or reissuance observes the terms and limitations in time which is set out in the above authorisation. A reuse shall mean the access for the board of directors to allow another to take over a warrant that has already been issued, which subsequently lapsed. A reissuance shall mean the board of directors' access to issue new warrants as substitution for warrants that has already been issued but which has terminated.

The principle terms and conditions which shall apply to the issued warrants is enclosed as Schedule 3. The board of directors is authorised to determine the detailed terms and conditions of the issued warrants and the distribution thereof in accordance with the principle terms and conditions set out in schedule 3.

The board of directors may determine any other terms relating to the issue of shares on the basis of the above authorisation, however, as provided under section 155(3)(4) of the Danish Companies Act the following shall apply:

1. Partial payment of the subscription amount is not permitted.
2. The new shares will be without pre-emption rights for existing shareholders, and the pre-emption rights relating to the new shares will not be restricted in respect of future capital increases.
3. The transferability of the new shares will not be restricted, and the new shareholders will not be obligated to let their shares be redeemed.
4. The new shares will be issued through VP Securities A/S and will be admitted to trading and official listing on Nasdaq Stockholm.



5. The new shares will be issued in the name of the holder and will be negotiable instruments.

6. ~~5.~~ **General meetings**

6.1 ~~5.1~~ *Shareholders' right to pass resolutions*

6.1.1 ~~5.1.1~~ The shareholders exercise their right to pass resolutions at the Company's general meetings.

6.2 ~~5.2~~ *Right to attend and vote*

6.2.1 ~~5.2.1~~ Each shareholder is entitled to attend and speak at general meetings, but see articles ~~5.2.2~~ 6.2.2 - ~~5.2.4~~ 6.2.4 of these articles of association.

6.2.2 ~~5.2.2~~ A shareholder's right to attend a general meeting and to vote is determined on the basis of the shares held by the shareholder at the date of registration, which is one week before the date of the general meeting. The shareholding of each individual shareholder is determined at the date of registration, based on the number of shares held by that shareholder as registered in the register of shareholders and on any notice of ownership received by the Company for the purpose of registration in the register of shareholders, but not yet registered.

6.2.3 ~~5.2.3~~ The shareholder is entitled to attend general meetings by proxy, who must produce a written and dated instrument of proxy. The shareholder or the proxy may attend the general meeting together with an advisor authorised to speak at the general meeting on behalf of the shareholder.

6.2.4 ~~5.2.4~~ In order to attend the general meeting, it is a condition that the shareholder or the proxy, as the case may be, has notified the attendance for him or herself as well as any accompanying advisor within three calendar days of the general meeting at the latest.

6.3 ~~5.3~~ *Place*

6.3.1 ~~5.3.1~~ General meetings are held in (i) Greater Copenhagen, (ii) the Municipality of Gothenburg, Sweden, or (iii) the Municipality of Stockholm, Sweden, as decided by the board of directors.

6.4 ~~5.4~~ *Notice of general meetings*

6.4.1 ~~5.4.1~~ General meetings must be convened at no less than three weeks' and no more than five weeks' notice.

6.4.2 ~~5.4.2~~ The board of directors convenes general meetings via the Company's website ([www.bettercollective.com](http://www.bettercollective.com)) as well as in writing to all shareholders registered in the Company's register of shareholders having so requested.

6.4.3 ~~5.4.3~~ Extraordinary general meetings are held when so decided by a general meeting, the board of directors or the company's auditor or when so requested of the board of directors in writing by shareholders holding at least 5% of the share capital. Any such request by shareholders must specify the matters to be considered at the general meeting. Such extraordinary general meeting must be convened within fourteen days of receipt of the request by the board of directors.



[6.4.4](#) ~~5.4.4~~ No later than 3 weeks before a general meeting including the date of the general meeting), the following information must be made available for the shareholders' inspection on the Company's website ([www.bettercollective.com](http://www.bettercollective.com)):

- [1.](#) Notice convening the general meeting.
- [2.](#) The total number of shares and voting rights on the date of the notice
- [3.](#) The documents to be submitted to the general meeting
- [4.](#) The agenda and the complete proposals
- [5.](#) Forms to be used in connection with voting by proxy and by post, unless such forms are sent directly to the shareholders

[6.4.5](#) ~~5.4.5~~ Shareholders have a right to have one or more specific issues treated at the general meeting if the board of directors has received such proposals in writing no later than six weeks before the date of the general meeting.

[6.4.6](#) ~~5.4.6~~ The shareholders may put questions in writing concerning the agenda or documents for use for the general ~~Meeting not~~ [meeting no](#) later than 7 days before the date of the general ~~Meeting~~ [meeting](#).

[6.5](#) ~~5.5~~ *Annual general meetings*

[6.5.1](#) ~~5.5.1~~ The annual general meeting is held every year in time for the audited and approved annual report to be submitted to the Danish Business Authority within four months of the end of the financial year at the latest.

[6.5.2](#) ~~5.5.2~~ No later than eight weeks before the contemplated date of the annual general meeting, the board of directors shall publish the date of the general meeting and the deadline for submission of requests for specific business to be included in the agenda, see article ~~5.4.5~~ [6.4.5](#).

[6.5.3](#) ~~5.5.3~~ The agenda of the annual general meeting must include the following items:

- [1.](#) Appointment of the chairman of the general meeting
- [2.](#) The board of directors' report on the activities of the Company during the past financial year.
- [3.](#) Presentation of the audited annual report and the consolidated financial statements for adoption.
- [4.](#) Proposal by the board of director concerning the appropriation of profits or covering of losses as recorded in the approved annual report.
- [5.](#) Resolution to grant discharge of liability to members of the board of directors and the executive management.



6. Election of members of the board of directors, including the chairman of the board of directors.
7. Approval of the board of directors' remuneration for the current financial year
8. Election of auditor and determination of remuneration for the auditor.
9. Any proposals from the board of directors or the shareholders.

6.5.4 ~~5.5.4~~ The accountant elected by the general meeting shall be present at the Company's annual general meetings.

6.6 ~~5.6~~ *Voting*

6.6.1 ~~5.6.1~~ At general meetings, each represented share of EUR 0.01 carries one vote.

6.6.2 ~~5.6.2~~ Each shareholder must vote consistently in respect of all its shares. The shareholders may cast their votes in writing to the board of directors before the general meeting. Postal votes must reach the Company no later than 3 days before the general meeting, and when received by the Company such postal votes cannot be withdrawn.

6.6.3 ~~5.6.3~~ Unless otherwise provided by the Danish Companies Act, all resolutions at general meetings will be passed by a simple majority of votes. In the event of a tied vote, the proposed resolution has not been passed.

6.6.4 ~~5.6.4~~ If a person is to be elected, the person receiving the majority of the votes will be elected. In the event of a tied vote, the election will be resolved by lot.

6.7 ~~5.7~~ *Chairman and minute book*

6.7.1 ~~5.7.1~~ The general meeting is presided over by a chairman appointed by the board of directors.

6.7.2 ~~5.7.2~~ The chairman of the meeting will ensure that the general meeting is held in a proper and efficient manner.

6.7.3 ~~5.7.3~~ The business transacted at general meetings must be recorded in a minute book to be signed by the chairman of the meeting. All resolutions at general meetings must be recorded in the Company's minute book.

6.7.4 ~~5.7.4~~ No later than two weeks after the date of the general meeting, such minute book or a certified copy thereof as well as the voting results for the general meeting must be made available on the Company's website ([www.bettercollective.com](http://www.bettercollective.com)).

6.8 ~~5.8~~ *Language of the general meeting*

6.8.1 ~~5.8.1~~ General meetings must be held in English, without offering simultaneous interpretation between Danish and English.

6.8.2 ~~5.8.2~~ Documents to be used for the general meeting in connection with or after the general meeting must be prepared in Danish. However, the board of directors may decide to prepare such documents in English provided that the Danish Business Authority does not require that such documents be prepared in Danish.



7. ~~6.~~ **Electronic communication**

7.1 ~~6.1~~ The board of directors may choose that all communication from the Company to the individual shareholders is to be effected by electronic means, including by email, and that general notices are made available to the shareholders on the Company's website ([www.bettercollective.com](http://www.bettercollective.com)), unless otherwise provided by law. The Company may at any time communicate to the individual ~~share-holders~~ [shareholders](#) by ordinary post in addition or as an alternative to electronic means of communication.

7.2 ~~6.2~~ Notices to the shareholders of annual and extraordinary general meetings, including the complete proposals for proposed amendments of the articles of association, the agenda, annual reports, interim reports, company announcements, admission cards, proxy and voting forms as well as any other general information from the Company to the shareholders, may be forwarded by the Company to the shareholders by electronic means, including by email. Except for admission cards to general meetings, the above documents may be found on the Company's website ([www.bettercollective.com](http://www.bettercollective.com)).

7.3 ~~6.3~~ Each shareholder is responsible for ensuring that the Company has the correct email address of the shareholder at all times. The Company is not obliged to verify such contact information or to send notices in any other way.

7.4 ~~6.4~~ The shareholders may find information about the requirements for the systems to be used and the procedures to be followed when communicating electronically on the Company's website ([www.bettercollective.com](http://www.bettercollective.com)).

8. ~~7.~~ **Corporate language**

8.1 ~~7.1~~ The Company's corporate language shall be English.

9. ~~8.~~ **The board of directors**

9.1 ~~8.1~~ The general meeting elects no less than three and no more than seven members to the board of directors of the Company.

9.2 ~~8.2~~ Members of the board of directors are elected for a term of one year at a time until the next annual general meeting. Re-election is possible.

9.3 ~~8.3~~ The chairman of the board of directors is elected by the general meeting. If such election has not been made, or if the chairman resigns during a term of election, the board of directors shall elect a chairman among its members to serve until the earlier of the next annual general meeting, or the time when a chairman of the board of directors has otherwise been elected by the general meeting.

9.4 ~~8.4~~ The board of directors forms a quorum when more than half of all members are represented.

9.5 ~~8.5~~ The board of directors prepares rules of procedure with detailed rules on the performance of the duties of the board of directors.

9.6 ~~8.6~~ The remuneration payable to members of the board of directors is determined by the general meeting.





**10. ~~9.~~ The executive management**

**10.1 ~~9.1~~** The board of directors must appoint one or more executive managers to be responsible for the day-to-day management of the Company and determine the terms for their appointment and the detailed rules on their authority.

**10.2 ~~9.2~~** If more than one executive manager is appointed, the board of directors establishes the division of work and responsibility between the executive managers, and one of the executive managers may be appointed managing director.

**11. ~~10.~~ Nomination committee**

**11.1 ~~10.1~~** A nomination committee shall be appointed consisting of four members.

**11.2 ~~10.2~~** The main objective and responsibility of the nomination committee is to prepare proposals to the annual general meeting for the election of the chairman and other members of the board of directors, the remuneration to the board of directors, the chairman of the general meeting and election of and remuneration to the auditor.

**11.3 ~~10.3~~** The appointment of members to the nomination committee and the rules governing the work of the nomination committee are set forth in the rules of procedure for the nomination committee attached as Schedule 34.

**12. ~~11.~~ Incentive pay**

**12.1 ~~11.1~~** The Company has prepared a set of general guidelines for incentive pay to the board of directors and to the executive management. The guidelines, which have been presented to and adopted by the general meeting of the Company on 18 May 2018 in accordance with section 139 of the Danish Companies Act, are available to the public on the Company's website ([www.bettercollective.com](http://www.bettercollective.com)).

**13. ~~12.~~ Extraordinary dividends**

**13.1 ~~12.1~~** The board of directors is authorised to resolve to distribute extraordinary dividends.

**14. ~~13.~~ Power to bind the Company**

**14.1 ~~13.1~~** The Company is bound by the joint signature of two members of the executive board, by the joint signatures of the chairman of the board of directors and a member of the executive board or a member of board of directors or by the joint signatures of all members of the board of directors.

**15. ~~14.~~ Financial statements and audit**

**15.1 ~~14.1~~** The financial year of the Company runs from 1 January to 31 December.

**15.2 ~~14.2~~** The annual report of the Company shall be audited by one state-authorized public accountant, unless additional accountants are required under the legislation in force. The accountant is appointed at the general meeting for the period until the next annual general meeting. Re-appointment can occur.

**15.3 ~~14.3~~** The Company's annual reports are prepared and presented in English.

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In the event of any discrepancies between the Danish version and the English version of these articles of association, the Danish version shall prevail.



As adopted at the annual general meeting of the ~~board of directors~~ company held on ~~17 March~~ 25 April 2019.



## Schedule 1 – Warrant terms for Board members

### 1. Background

- 1.1 The General Meeting of the Company has authorised the Management Board of the Company (the "Board") to implement a warrant and share programme (the "Programme") for board members of the Company to ensure a shared interest and joint efforts in creating value to the Company with the ultimate aim of achieving an exit for the shareholders of the Company, including the Participant.

### I. WARRANTS

#### 2. General Description of Warrants

- 2.1 A warrant means a right – but not an obligation – for the Participant to subscribe for ordinary shares in the Company at a given time at an agreed price (the exercise price).
- 2.2 As warrant holder the Participant is for a given period entitled – but not obligated – to subscribe for shares in the Company by paying the exercise price and the Company is obligated to accept such subscription.
- 2.3 The warrants do not provide the Participant with the right to vote at the Company's general meeting; to receive dividends; or to carry out any other shareholder rights.

#### 3. Purchase of Warrants

- 3.1 By signing the Agreement the Participant purchases [number] of options to subscribe for shares in the Company ("Warrants") subject to the terms and conditions set out in this Agreement. The purchase price is DKK ~~46.39~~ [•] per Warrant or DKK ~~277.46~~ [•] as stipulated in the individual warrant agreement ("Purchase Price").<sup>1</sup>
- 3.2 The shares, which the Participant may subscribe for by exercise of Warrants, shall be ordinary shares in the Company with the rights accorded to such shares pursuant to the Articles of Association of the Company in effect from time to time and this Agreement. Shares subscribed for by exercise of Warrants shall be referred to as "Shares".
- 3.3 Rights granted under this Agreement to the Participant are not to be taken into account when calculating bonus, other benefits, allowances or amounts on the basis of the Participant's remuneration, or in any other calculations in which benefits, allowances, or other remuneration elements might otherwise be relevant.

#### 4. Exercise Price

- 4.1 Each Warrant carries the right to subscribe for ~~54 Shares~~ one Share in the Company with a nominal value of EUR 0.01 against payment of a cash exercise price set out in the articles of association (the "Exercise Price").

#### 5. Exercise Conditions

5.1 ~~5.1~~ The Warrants can be exercised only in accordance with the following rules:

- 5.1.1 The Warrants can be exercised at the Exercise Price within a period of i) 4 weeks following the first anniversary of the Participation Date ("Window 1") and ii) 4 weeks prior to the Expiry Date as defined in clause 5.5 ("Window 2").

<sup>1</sup> [The purchase prices have been removed in connection with the decision to split each Warrant into 54 Warrants adopted on the annual general meeting of the Company held on 25 April 2019.](#)



## **7. Transfer Restrictions**

- 7.1 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.
- 7.2 If Warrants are transferred in contravention of clause 7.1, the Warrants shall lapse without notice or compensation.
- 7.3 The Board may by a majority decision decide to announce that the Company (or a designated third party) offers to purchase all or part of the Warrants at a price equal to the difference between the Share Price (as defined in Appendix 1) and the Exercise Price within a certain period of time. Transfers in accordance with this are not subject to clause 7.1.

## **8. Adjustment of the Exercise Price and/or the Number of Shares**

- 8.1 If changes to the capital structure of the Company are implemented causing the value of the Warrants to be increased or reduced, an adjustment of the Exercise Price and/or the number of Shares which may be subscribed for pursuant to the Warrants ("**Number of Shares**") shall be made. Examples of such changes in the capital structure of the Company are capital increases and capital decreases not done at market price, issuance of bonus shares, change of the denomination of the shares in the Company, purchase and sale of own shares, issuance of warrants and/or, subject to clause 8.2, convertible instruments, merger and demerger. For the avoidance of doubt, Exercise Price or the Number of Shares will not be adjusted in case the Company pays dividends in line with its historical dividend policy, i.e. dividends in the amount of up to 70 % of the Company's net earnings.
- 8.2 Irrespective of clause 8.1, if the Company resolves to issue share options, shares, warrants, convertible instruments or similar to the Company's employees, managers, consultants or members of the Board or buys or sells own shares in this connection, no adjustment of the Exercise Price nor the Number of Shares shall be made. This applies irrespective of whether such issue provides the right to acquire shares at a price lower than the market price of the Company's shares at the time of allotment or whether the purchase/sale of own shares takes place at a price higher or lower than the market price of the Company's shares.
- 8.3 The Board shall determine whether an implemented change in the capital structure gives rise to an adjustment of the Exercise Price and/or the Number of Shares.
- 8.4 Any adjustment of the Exercise Price and/or the Number of Shares shall be made by the Board as soon as possible after the implementation of the relevant change and to the extent possible according to generally accepted principles and otherwise in such a manner that the market value of the Warrants as estimated by the Board after the relevant change to the extent possible corresponds to the market value of the Warrants as estimated by the Board immediately prior to the change.
- 8.5 The Participant is entitled to demand that the adjustment of the Exercise Price and/or Number of Shares made pursuant to clauses 8.3 and 8.4 (but not the decision as to whether an adjustment shall be made or not) is subjected to valuation by an accountant not acting as the Company's accountant. A demand for valuation must be made by the Participant to the Company no later than two (2) weeks after the Participant has been notified of the Board's adjustment. Thereafter, the valuation shall be made as quickly as possible. The valuation is binding on both the Participant and the Company and cannot be brought before the courts or arbitration. The costs of the valuation shall be borne by the Participant unless the valuation made by the accountant is higher than the valuation made by the Board. Otherwise the costs of the valuation shall be borne by the Company.



Company in effect from time to time and this Agreement. Shares subscribed for by exercise of Warrants shall be referred to as "**Shares**".

- 3.6 Rights granted under this Agreement to the Key Employee are not to be taken into account when calculating bonus, pension, salaries, other benefits, allowances or amounts on the basis of the Key Employee's remuneration, or in any other calculations in which benefits, allowances, or other remuneration elements might otherwise be relevant.

#### **4. Exercise Price**

- 4.1 Each Warrant carries the right to subscribe for ~~54 Shares~~ one Share in the Company with a nominal value of EUR 0.01 against payment of a cash exercise price set out in the articles of association (the "**Exercise Price**").

#### **5. Exercise Period**

- 5.1 From the Date of Issue and until the Expiry Date as defined in clause 5.5 ("**Exercise Period**"), the Key Employee earns the right to keep and exercise Warrants only in accordance with the following rules:

5.1.1 The Warrants granted in Allotment Year 1 can be exercised at the Exercise Price within a period of 4 weeks following the second anniversary of the Participation Date ("**Window 1**").

5.1.2 The Warrants granted in Allotment Year 1 and 2 can be exercised at the Exercise Price within a period of 4 weeks following the third anniversary of the Participation Date ("**Window 2**").

5.1.3 The Warrants granted in Allotment Year 1, 2 and 3 can be exercised at the Exercise Price within a period of 4 weeks following i) the fourth anniversary of the Participation Date ("**Window 3**") or ii) the fifth anniversary of the Participation Date ("**Window 4**").

- 5.2 Regardless of Window 1, Window 2, Window 3 and Window 4 in clause 5.1, all granted Warrants can be exercised upon the occurrence of an exit event ("**Exit**") to the extent that the Warrants have not lapsed, cf. clause 5.5. Exit means completion (closing) of:

5.2.1 an acquisition by one or more third party buyers (i.e. undertakings or persons not controlled or advised by any of the Company's shareholders) under one aggregate transaction or multiple successive transactions deriving from one transfer agreement, acquiring more than 60% of the nominal share capital of the Company, or

5.2.2 a divestment of assets of the Company representing more than 2/3 of the value of the Company's assets, respectively, pursuant to the latest annual report of the Company, that gives rise to a distribution (by way of dividend, liquidation, share capital decrease, buy back of shares or similar transactions) to the shareholders of the Company.

- 5.3 The Board must inform the Key Employee in writing of any contemplated Exit, to the extent practicable, no later than 20 business days prior to the expected closing date of the Exit (the "**Exit Notice**"). The Exit Notice shall contain a computation of the Exercise Price and provide details of the bank account to which the Exercise Price shall be paid.

- 5.4 The Key Employee shall exercise the Warrants within Window 1, Window 2, Window 3 and Window 4 or in case of an occurrence at an Exit period of 10 business days after the Key Employee having received the Exit Notice, however, in no event later than the closing date of the Exit (the "**Exit Exercise Period**"). The Key Employee's exercise in accordance with clause 5.2 shall be subject to and contingent upon closing of the Exit. If a contemplated Exit is not closed, any repayments of the Exercise Price from the Key Employee shall be returned.



for the shares in the continuing company (/ies) based on the exchange rate for the Company's shares. As part of the exchange any regulation of the Exercise Price and/or the Number of Shares comprised by the new warrants shall be determined.

## **11. Liquidation of the Company**

11.1 Warrants shall automatically lapse in the event of the liquidation of the Company. The lapse becomes effective when the General Meeting has adopted the final liquidation accounts.

## **II. FINAL PROVISIONS**

### **12. Tax**

12.1 Any tax consequences arising or resulting from this Agreement, including tax consequences due to the grant or exercise of Warrants, are of no concern to the Company or the shareholders. Prior to entering into this Agreement, the Key Employee has been encouraged to investigate the Key Employee's tax situation and seek any advice that may be required in this respect.

12.2 The Company as employer and the Key Employee, however, agree that section 7P of the Danish Tax Assessment Act (in Danish: ligningsloven) shall insofar possible apply to the Warrants received by the Key Employee in the Company. For the purpose thereof, the parties agree that the fair market value of each Warrant as of the date of this Agreement is DKK ~~79.40~~ [•] calculated using the Black-Scholes model.<sup>2</sup>

### **13. Commencement and Termination**

13.1 This Agreement enters into force upon signing by all parties ("**Commencement Date**").

13.2 Part I of this Agreement may be terminated by the Company with the same notice required for the Key Employee's employment; however, the termination of this Agreement does not constitute a termination of the Key Employee's employment contract. If the Agreement is terminated, the Key Employee will receive a pro rata share of Warrants not yet granted and shall be entitled to exercise Warrants as if clauses 4, 5 and 6 had not been terminated.

### **14. Breach**

14.1 If a party is in breach of this Agreement and such breach is not remedied within two weeks, the party (/ies) not in breach shall have the remedies available to such party (/ies) under Danish law or contract.

14.2 If the Key Employee is in material breach of this Agreement, and such breach is not remedied within one week, the Company shall have the right to demand that all Warrants belonging to the Key Employee shall be transferred to the Company (or any person or company designated by the Company) against payment of the Fair Market Value for Warrants (as defined in Appendix 1) less 25 %.

14.3 In addition to the remedies stated in clauses 14.1 and 14.2, the parties shall be entitled to the remedies of injunction, specific performance or other relief, or any combination of these remedies, for any threatened or actual breach of this Agreement and neither proof of special damages will be necessary to enforce this indemnity nor will the party not in breach be required to provide security or post any bond for any injunctive relief (if applicable).

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<sup>2</sup> [The valuation has been removed in connection with the decision to split each Warrant into 54 Warrants adopted on the annual general meeting of the Company held on 25 April 2019.](#)



### Schedule 3 – Term and conditions of long-term incentive program

The board of directors of Better Collective A/S (the “Company”) has at the annual general meeting held 25 April 2019 been authorized 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:

|                               |   |
|-------------------------------|---|
| <u>a) CEO _____</u>           | <u>1 July 2019: 300,000 warrants</u>  |
| <u>b) COO _____</u>           | <u>1 July 2019: 300,000 warrants</u>  |
| <u>c) CFO _____</u>           | <u>1 July 2020: 300,000 warrants</u>  |
| <u>d) Other Key Employees</u> | <u>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.</u> |

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.





~~Schedule 3~~ Schedule 4 – Instruction for the nomination committee in Better Collective A/S (the “Company”)

**1. Appointment of Nomination Committee**

- 1.1 The Nomination Committee shall consist of four members, representing the three largest shareholders as per the end of August each year, together with the chairman of the board of directors. The “three largest shareholders” refer to the ownership grouped registered or in any other way known shareholders as per the end of August.
- 1.2 The chairman of the board of directors shall as soon as possible when the information regarding the three shareholders as per the end of August is known, contact the three largest shareholders to find out whether they wish to appoint a representative to the Nomination Committee. In case one of the three largest shareholders refrain from appointing a representative, or such representative resign prior to completion of the assignment and without the shareholder who has appointed the representative appointing a new member, the chairman of the board of directors shall encourage the next owner in size (i.e. in the first place the fourth largest shareholder) to appoint a representative. The procedure shall go on until the Nomination Committee is composed of four members including the chairman of the board of directors.
- 1.3 The Nomination Committee shall appoint the chairman of the Nomination Committee among its members. The chairman of the board of directors or another member of the board of directors should not be appointed as chairman of the Nomination Committee.
- 1.4 The members of the Nomination Committee shall be announced no later than six months before the annual shareholders’ meeting. When significant changes in the ownership occur after the date the Nomination Committee was appointed, the Nomination Committee may, if it considers it necessary, decide to offer a new owner a position in the Nomination Committee in accordance with the principles above. Changes in the Nomination Committee shall be made public immediately.
- 1.5 The Nomination Committee’s term shall run until such time as a new Nomination Committee has been elected.
- 1.6 No fees shall be paid to the members of the Nomination Committee.

**2. Duties of the Nomination Committee**

- 2.1 The Nomination Committee shall prepare and propose the following to the coming annual shareholders’ meeting:
- (a) election of chairman at the shareholders’ meeting;
  - (b) election of chairman of the board of directors and other members of the board of directors,
  - (c) fees to the board of directors, divided between the chairman and other members, and any fees for committee work;
  - (d) election of auditor and fees to the auditor; and
  - (e) principles for appointment of the Nomination Committee, when deemed necessary.

- 2.2 On request by the Nomination Committee, the Company shall provide the Nomination Committee with human resources such as a secretary function in order to facilitate the Nomination Committee’s work. The Nomination Committee shall also have the right to, as far as necessary in connection with