

Form to be used in case Shares of the Company are joint property
SPOUSAL [CONSENT / AGREEMENT]

[DD Month YYYY]

Hereby I, [insert name of spouse], [identity code / date of birth] [insert][OPTIONAL: , for as long as the Shares (as defined below) form part of joint property of me and my spouse], grant to my spouse [insert name of the founder], [identity code / date of birth] [insert], an irrevocable and unconditional consent for the disposal of any nature (including for the sale and pledging) of shares (including shares acquired after the date of this [Consent / Agreement]) of [insert name of the Company], a company established under Estonian laws, registry code [insert registry code of the Company] (the relevant company the “**Company**”, the relevant shares the “**Shares**”), including in any circumstance a necessity for or obligation of such disposal arises under an agreement concluded or to be concluded thereby with other shareholders of the Company or its subsequent amendments or under the articles of association of the Company, as well as for the conclusion at his/her own sole discretion of any agreements under which such disposal may be effected.¹

For as long as the Shares form part of joint property of me and my spouse, I also grant to my spouse an irrevocable and unconditional consent and authorisation for exercising, at his/her own sole discretion, any rights with respect to any Shares, including voting rights exercisable at shareholders’ meeting or without calling a meeting, rights for the receipt of dividends and other payments, and any other shareholder’s rights. I hereby confirm that I do not wish to be listed in the shareholders’ list of the Company or receive any notices regarding convening of shareholders’ meetings, as well as other documents and information connected to the Company or the shares thereof.

I confirm that upon any future division of joint property, I shall not require the division of any Share in a manner granting myself a status as shareholder of the Company. In consideration of the interests of both my spouse and other shareholders of the Company, I deem it reasonable and fair for my spouse solely to remain as the shareholder of the Company (which shall not exclude payment of compensation to me by my spouse, if deemed appropriate under the circumstances of division of joint property).²

[OPTIONAL: If, under applicable law, any authorization, right or consent granted by this [Consent / Agreement] can be withdrawn with good reasons (in Estonian: *mõjuval põhjuse*) notwithstanding the irrevocability of such authorization, right or consent expressed in this document, I hereby agree that the only good reason for the withdrawal of such authorization, right and/or consent is [the death of my spouse].]

[OPTIONAL: This [Consent / Agreement] constitutes an agreement for the benefit of third parties within the meaning of § 80 of the Law of Obligations Act of Estonia so that all shareholders of the Company from time to time (other than my spouse) are deemed third-party beneficiaries of this [Consent / Agreement]. Each such third-party beneficiary has the right to demand the performance of this [Consent / Agreement] as set forth in § 80(2) of the Law of Obligations Act and this [Consent / Agreement] may not be terminated or amended without the consent of each such third-party beneficiary.]

¹ NOTE TO DRAFT: If a disposition for the transfer or pledge of the Shares needs to be notarially authenticated under Estonian law, this Consent/ Agreement should be signed at the presence of the notary (e.g., via remote authentication) in a notarially authenticated form to secure due enforceability of the first paragraph of this Consent/ Agreement. If the Shares are registered with the Estonian Register of Securities, the Estonian commercial banks may also require the consent for the disposition and pledge of the Shares to be in a notarially authenticated form (in such a case, it would be advisable to coordinate the text of this Consent/ Agreement with the relevant bank prior to signing to make sure that the wording is acceptable for the bank).

² NOTE TO DRAFT: This paragraph may be interpreted to be a marital property contract. Under Estonian law, a marital property contract shall be entered into in a notarially authenticated form. To secure full legal certainty, consider signing this Consent/ Agreement at the presence of the notary (e.g., via remote authentication). In case this Consent/ Agreement is signed by the spouse in a non-notarised form, the enforceability of this paragraph in case of a dispute over division of joint property may be limited.

[OPTIONAL: Upon the breach of the obligations set forth herein, I undertake to pay compensation to my spouse and the third-party beneficiaries specified above in the aggregate amount [OPTION 1: of EUR [insert]] [OPTION 2: equal to the fair market value of the Shares held by my spouse (and me)].]

This [Consent / Agreement] enters into force as of its signing. This [Consent / Agreement] and any rights or claims arising out of or in connection with this [Consent / Agreement] (including any non-contractual claims) shall be governed by the substantive law of Estonia without giving effect to any conflicts of law rules. Any dispute, controversy or claim arising out of or in connection with this [Consent / Agreement] shall be subject to the jurisdiction of Harju County Court (*Harju Maakohus*) in Estonia as the court of first instance.

[insert name of spouse]

Form to be used in case shares of the Founder HoldCo are joint property
SPOUSAL [Consent / Agreement]

[DD Month YYYY]

This [Consent / Agreement] relates to the shares (including shares acquired after the date of this [Consent / Agreement]) of [insert name of the Founder HoldCo], a company established under Estonian laws, registry code [insert registry code of the Founder HoldCo] (the relevant company the “**Founder HoldCo**”, the relevant shares the “**Founder HoldCo Shares**”). I acknowledge that my spouse is the founder of [insert name of the Company], a company established under Estonian laws, registry code [insert registry code of the Company] (the relevant company the “**Company**”), that the Founder HoldCo [owns / wishes to acquire from my spouse (and me)] shares of the Company (the relevant shares the “**Company’s Shares**”) [and that this [Consent / Agreement] has been entered into in connection with the shareholders’ agreement relating to the Company, as may be amended from time to time].

Hereby I, [insert name of spouse], [identity code / date of birth] [insert][OPTIONAL: , for as long as the Founder HoldCo Shares form part of joint property of me and my spouse,] grant to my spouse [insert name of spouse], [identity code / date of birth] [insert], an irrevocable and unconditional consent and authorisation for exercising, solely and at his/her own sole discretion, any rights with respect to any Founder HoldCo Shares, including voting rights exercisable at shareholders’ meeting or without calling a meeting, rights for the receipt of dividends and other payments, and any other shareholder’s rights. In addition[OPTIONAL: , for as long as the Founder HoldCo Shares form part of joint property of me and my spouse,] I hereby undertake to irrevocably and unconditionally refrain from exercising any rights arising from or relating to the Founder HoldCo Shares and not to take any action to transfer, pledge, otherwise encumber or dispose any Founder HoldCo Shares to any person other than my spouse.

I hereby confirm that I do not wish to be listed in the shareholders’ list of the Founder HoldCo or receive any notices regarding convening of shareholders’ meetings, as well as other documents and information connected to the Founder HoldCo or the shares thereof.

I confirm that upon any future division of joint property, I shall not require the division of any Founder HoldCo Share in a manner granting myself a status of a shareholder of the Founder HoldCo. In consideration of the interests of both my spouse and the third-party beneficiaries specified below, I deem it reasonable and fair for my spouse solely to remain as the shareholder of the Founder HoldCo (which shall not exclude payment of compensation to me by my spouse, if deemed appropriate under the circumstances of division of joint property).³

[OPTIONAL: If, under applicable law, any authorization, right or consent granted by this [Consent / Agreement] can be withdrawn with good reasons (in Estonian: *mõjuval põhjuse*) notwithstanding the irrevocability of such authorization, right or consent expressed in this document, I hereby agree that the only good reason for the withdrawal of such authorization, right and/or consent is [the death of my spouse].]

[OPTIONAL: This [Consent / Agreement] constitutes an agreement for the benefit of third parties within the meaning of § 80 of the Law of Obligations Act of Estonia so that all shareholders of the Company from time to time (including the Founder HoldCo) are deemed third-party beneficiaries of this [Consent / Agreement]. Each such third-party beneficiary has the right to demand the performance of this [Consent / Agreement] as set forth in § 80(2) of the Law of Obligations Act and this [Consent / Agreement] may not be terminated or amended without the consent of each such third-party beneficiary.]

³ NOTE TO DRAFT: This paragraph may be interpreted to be a marital property contract. Under Estonian law, a marital property contract shall be entered into in a notarially authenticated form. To secure full legal certainty, consider signing this Consent/ Agreement at the presence of the notary (e.g., via remote authentication). In case this Consent/ Agreement is signed by the spouse in a non-notarised form, the enforceability of this paragraph in case of a dispute over division of joint property may be limited.

[OPTIONAL: Upon the breach of the obligations set forth herein, I undertake to pay compensation to my spouse and the third-party beneficiaries specified above in the aggregate amount [OPTION 1: of EUR [insert]] [OPTION 2: equal to the fair market value of the Shares held by the Founder HoldCo].]

This [Consent / Agreement] enters into force as of [OPTION 1: its signing] [OPTION 2: the moment the Founder HoldCo becomes a shareholder of the Company]. This [Consent / Agreement] and any rights or claims arising out of or in connection with this [Consent / Agreement] (including any non-contractual claims) shall be governed by the substantive law of Estonia without giving effect to any conflicts of law rules. Any dispute, controversy or claim arising out of or in connection with this [Consent / Agreement] shall be subject to the jurisdiction of Harju County Court (*Harju Maakohus*) in Estonia as the court of first instance.

[insert name of spouse]