

TERMS AND SUBSCRIPTION OF THE SHARE ISSUE

1 New shares

Digitalist Group Plc ("**Company**") issues 60,261,641 new Company shares ("**Share**") in the share issue ("**Share Issue**").

The Shares issued in the Share Issue are equivalent to approximately 9.47 per cent of all of the Company's shares and votes after the Share Issue, provided that the Share Issue is subscribed for in full and considering also the shares subscribed for in the directed share issue directed at Tremoko Oy Ab on 31 May 2018.

2 Subscription right and deviation from shareholder's pre-emptive subscription right

All new Shares are offered for subscription by the following subscribers ("**Sellers**") in derogation from the pre-emptive subscription right of the shareholders in the following amounts:

Subscriber	Shares issued for subscription, pcs	Subscription price, EUR
Grow Partners AB	35.819.763	3.223.778,67
Elmtwig Holding AB	11.721.143	1.054.902,87
Niclas Engsäll AB	4.330.317	389.728,53
Elsa Victorin AB	3.602.338	324.210,42
Liselotte Tingvall Holding AB	2.394.040	215.463,60
IDL studio AB	2.394.040	215.463,60
Total	60.261.641	5.423.547,69

The purpose of the Share Issue is to carry out the purchase of all the shares of the Swedish Grow Holding AB and shares of Grow Nine AB ("**Transaction**") between the Company and the aforementioned Sellers in accordance with the purchase agreement concerning the shares of NodeOne Group AB ("**Purchase Agreement**") by paying the purchase price ("**Purchase Price**") with new Shares issued by the Company. The Shares are issued in order to develop the group's business and to finance the corporate transaction, so the Company has a weighty financial reason for the Share Issue and for the deviation from the pre-emptive right of the shareholders within the meaning of Chapter 9 Section 4(1) of the Finnish Limited Liability Companies Act.

The subscription right to the Shares under these terms may not be transferred or assigned to a third party.

3 Subscription and subscription period of the shares

The subscription of the Shares will take place in connection with the closing ("**Closing**") of the corporate acquisition set out in the Purchase Agreement. The Board of Directors may extend the share subscription period. The Shares must be subscribed for by 15 June 2018 at the latest, however.

The subscription is binding, and it cannot be altered or cancelled.

4 Subscription price of the Shares and payment of the subscription price

The subscription price of the Shares shall be paid by a contribution in kind by placing in the Company the object of purchase which is determined in the Purchase Agreement and consists of altogether 977 Grow Holding AB (Swedish business identity code: 556981-9575) shares and 519 Grow Nine AB (Swedish business identity code: 556724-5658) shares. The total subscription price of the Shares is altogether EUR 5,423,547.69, i.e. the subscription price per share is EUR 0.09 ("Subscription Price").

The non-cash consideration ("**Non-cash Consideration**") and the payment it covers have been specified and factors affecting the valuation of the assets as well as methods used in the valuation have been described in the report issued by the Company's Board of Directors. By this share issue, the Company directs Shares amounting to approximately 80 per cent of the Purchase Price and the Non-cash Consideration, determined on the basis of the Subscription Price, in payment of the Purchase Price for subscription by the Sellers. Any remaining part of the Purchase Price and the received Non-cash Consideration will be paid as agreed in the Purchase Agreement after the value of the Purchase Price and Non-cash Consideration has been balanced later decided on as agreed in the Purchase Agreement.

The number and subscription price of the Shares are based on the Purchase Agreement between the Company and the subscriber of the Shares, under which the amount of the Company's Shares issued for the payment of the purchase price is determined by dividing the amount of Purchase Price, as balanced as agreed in the Purchase Agreement by the Share subscription price EUR 0.09. If the amount of Shares to be offered to the subscriber has not been a whole number, the number of Shares has been rounded up to the nearest full Share. The total number of Shares issued in the Share Issue may be a maximum of 60,261,641, however, even if more Shares would be issued on the basis of the above-mentioned calculation formula.

The Non-cash Consideration forming the subscription price of the Shares shall be assigned to the Company on the terms set out in the Purchase Agreement. The Non-cash Consideration comprising 977 Grow Holding AB shares and 519 Grow Nine AB shares is transferred to the Company in connection with the subscription of the Shares. The Board of Directors may extend the subscription price's term of payment.

The subscription price of the shares shall be credited in full to the Company's reserve for invested unrestricted equity.

5 Right to dividend and other shareholder rights

Subscribed Shares entitle to dividends possibly distributed by the Company and carry other shareholder rights starting from when the Shares have been entered in the Trade Register and in the shareholders' register of the Company.

6 Entry of new Shares in book-entry accounts

The Shares subscribed for in the Share Issue will be entered in the subscriber's book-entry account once the new Shares have been entered in the Trade Register.

7 Approval of subscriptions

The Share Issue is conditional upon that the other terms of the closing of the Transaction set out in section 5 of the Purchase Agreement together with the subsections thereof have been fulfilled, or that they have been waived in accordance with the terms of the Purchase Agreement, and that the closing of the Transaction takes place and the Board of Directors has accepted the subscriptions. If the Transaction has not taken place by 15 June 2018, this decision of the Board of Directors on a directed Share Issue will cease to be in effect. The Board of Directors of the Company will accept all subscriptions made in accordance with these terms and conditions of the Share Issue as well as in accordance with the laws and provisions governing share subscription.

8 Sales prohibition concerning Shares (Lock-up)

Shares subscribed for by each subscriber in the Share Issue will be subject to restrictions on sale ("**Lock-up**"). The Lock-up will dissolve gradually over three years in accordance with the lock-up agreement ("**Lock-up Agreement**") related to the Purchase Agreement and concerning the Shares.

9 Information

The documents referred to in Chapter 5 Section 21 of the Finnish Limited Liability Companies Act will be on view as of the start of the subscription period at the Company's head office at Arkadiankatu 2, FI-00100 Helsinki, Finland.

10 Note to investors and governing law and dispute resolution

The Shares may not directly or indirectly be offered, sold, resold, transferred or delivered to Australia, Japan, Canada, Hong Kong, South Africa, the United States or any other country where offering the Shares would be illegal. Documents related to the Share Issue may not be delivered to persons in these countries. No actions have been taken to register the Shares or the Share Issue or to generally offer the Shares in other countries than Finland.

The Company's shareholder or other investor is considered to have accepted the aforementioned limitations to the Share Issue. The Share Issue and Shares shall be governed by Finnish law. Any possible disputes arising from the Share Issue shall be resolved in a competent court in Finland.

11 Other matters

The Board of Directors of the Company shall decide upon other matters related to the share issue and practical measures arising therefrom.