

PKC GROUP OYJ STOCK OPTIONS 2009

The Board of Directors of PKC Group Oyj (Board of Directors) has in its meeting on 2 March 2009 resolved to propose to the Annual General Meeting of Shareholders of PKC Group Oyj to be held on 27 March 2009 that stock options be issued to the key personnel of PKC Group Oyj (PKC Group or Company) and its subsidiaries (Group) on the following terms and conditions:

I STOCK OPTION TERMS AND CONDITIONS

1. Number of Stock Options

The maximum total number of stock options issued shall be 600,000, and they entitle their owners to subscribe for a maximum total of 600,000 new shares in the Company or existing shares held by the Company (share). The Board of Directors shall resolve whether new shares in the Company or existing shares held by the Company are given to the subscribers.

2. Stock Options

Of the stock options, 200,000 shall be marked with the symbol 2009A, 200,000 with the symbol 2009B and 200,000 with the symbol 2009C.

The stock options shall be issued in the book-entry securities system.

3. Issuance and Distribution of Stock Options

The stock options shall be issued free of charge to the members of the Executive Board, general managers of subsidiaries and other key personnel of the Group defined by the Board of Directors. The Company has a weighty financial reason for the issue of stock options, because the stock options are intended to form part of the Group's incentive and commitment program for the key personnel.

PKC Group's Board of Directors shall decide upon the distribution of the stock options to the key personnel employed by or to be recruited by the Group. Upon issue, all stock options that are not distributed to the key personnel, shall be granted to PKC Group's wholly owned subsidiary Carhatec Oy (Subsidiary) to be distributed further to the key personnel.

The Board of Directors of the Company shall later decide upon the further distribution of the stock options, granted or returned later to the Subsidiary, to the key personnel employed by or to be recruited by the Group.

Stock options may be distributed until the relevant share subscription period has begun.

The stock options shall be distributed provided that a stock option recipient is committed to acquire or subscribe the Company's shares with 20% of the gross income earned from stock options and to own these shares for two years. The Company's President and CEO is obliged to own these shares for the duration of his service contract.

The stock options shall not constitute a part of employment or service contract of a stock option recipient, and they shall not be regarded as salary or fringe benefit. Stock option recipients shall have no right to receive compensation on any grounds, on the basis of stock options, during employment or service or thereafter. Stock option recipients shall be liable for all taxes and tax related consequences arising from receiving or exercising stock options.

The Board of Directors notifies the persons entitled to stock options in writing about the offer of stock options. The stock options shall be delivered to the recipient when he or she has accepted the Board of Directors' offer. By returning the acceptance to the Company, the recipient of the stock options shall authorize the Company or its assignee to register the stock options on the book-entry account of the recipient,

4. Transfer and Forfeiture of Stock Options

The stock options are freely transferable, when the relevant share subscription period has begun. The Board of

Directors may, however, permit the transfer of a stock option also before such date. Should a stock option owner transfer his/her stock options, such person is obliged to inform the Company about the transfer in writing, without delay.

Should a stock option owner cease to be employed by or in the service of the Group, for any reason other than death or statutory retirement or permanent disability, or another reason unrelated to the stock option owner determined by the Board of Directors, such person shall gratuitously forfeit the stock options for which the share subscription period specified in Section II.2 has not begun on the last day of employment or service and such stock options shall return to the Company or its assignee. Similar proceedings shall apply should the rights and obligations arising from the stock option owner's employment or service be transferred to a new owner or holder, upon the employer's transfer of business. The Board of Directors can, however, in these cases decide that a stock option owner is entitled to keep stock options or a part of them.

The Company has the right to request and get transferred all the forfeited stock options from a stock option owner's book-entry account to the book-entry account of the Subsidiary or other assignee appointed by the Company, without the consent of a stock option owner. In addition, the Company is entitled to register transfer restrictions and other respective restrictions concerning the stock options to a stock option owner's book-entry account, without the consent of a stock option owner.

In case of death of the stock option owner, the stock options shall be transferred to the deceased's successors who shall be entitled to exercise the stock options in accordance with these terms and conditions. When exercising stock options or upon the Company's request otherwise, the successors of the deceased stock option owner shall submit evidence about their right to the stock options to the Company. The Company may refuse to accept the share subscription based on said stock options until the Company is provided with sufficient evidence regarding the successors' rights.

II SHARE SUBSCRIPTION TERMS AND CONDITIONS

1. Right to subscribe for new Shares

Each stock option entitles its owner to subscribe for one (1) PKC Group Oyj's new share or an existing share held by the Company. The share subscription price shall be recorded in the invested non-restricted equity fund.

The Subsidiary shall not be entitled to subscribe for PKC Group's shares on the basis of the stock options.

2. Share Subscription and Payment

The share subscription period shall be

- for stock option 2009A 1 April 2012 – 30 April 2014,
- for stock option 2009B 1 April 2013 – 30 April 2015, and
- for stock option 2009C 1 April 2014 – 30 April 2016.

Should the last day of the share subscription period not be a banking day, the share subscription may be made on a banking day following the last share subscription day.

Share subscriptions shall take place at the head office of the Company or possibly at another location to be determined later. Upon subscription, payment for the shares subscribed for, shall be made to the bank account appointed by the Company. The Board of Directors shall decide on all measures concerning the share subscription.

3. Share Subscription Price

The share subscription price shall be:

- for stock option 2009A, the trade volume weighted average quotation of PKC Group's share on the NASDAQ OMX Helsinki Ltd during 1 April – 30 April 2009 + 20%,
- for stock option 2009B, the trade volume weighted average quotation of PKC Group's share on the NASDAQ OMX Helsinki Ltd during 1 April – 30 April 2010 + 20%, and

- for stock option 2009C, the trade volume weighted average quotation of PKC Group's share on the NASDAQ OMX Helsinki Ltd during 1 April – 30 April 2011 + 20%.

From the share subscription price of the stock options shall, as per the dividend record date, be deducted the amount of the dividend decided after the period for determination of the share subscription price but before share subscription. The share subscription price of the stock options may also be decreased in certain cases mentioned in Section 7 below. The share subscription price shall, nevertheless, always amount to at least EUR 0.01.

4. Registration of Shares

Shares subscribed for and fully paid shall be registered in the book-entry account of the subscriber. The stock options with which shares have been subscribed for shall be deleted from the subscriber's book-entry account simultaneously with the registration of the subscribed and fully paid shares in the subscriber's book-entry account.

5. Shareholder Rights

The dividend rights of the shares and other shareholder rights shall commence when the increase of the share capital has been entered into the Trade Register.

6. Issue of Shares, Stock Options or other Special Rights before Share Subscription

Should the Company, before the share subscription, decide on an issue of shares or an issue of new stock options or other special rights, a stock option owner shall have the same right as, or an equal right to, that of a shareholder. Equality is reached in the manner determined by the Board of Directors by adjusting the number of shares available for subscription, the share subscription price or both of these.

7. Rights in Certain Cases

Should the Company, after the period for determination of the share subscription price, distribute dividends or funds from reserves of non-restricted equity fund or reduce its share capital by distributing share capital to the shareholders, the share subscription price of the stock options shall be reduced by the amount of the dividend or the amount of the distributable unrestricted equity or the amount of the distributable share capital decided after the period for determination of the share subscription price but before share subscription, as per the record date of the dividend or repayment of equity or repayment of share capital.

If the Company is placed in liquidation before the share subscription, a stock option owner shall be given an opportunity to exercise his/her subscription right, within a period of time determined by the Board of Directors. Should the Company be deleted from the register, before the share subscription, the stock option owner shall have the same right as, or an equal right to, that of a shareholder.

If the Company resolves to merge in another company as a merging company or merge with a new company to be formed in a combination merger, or if the Company resolves to be demerged, the stock option owners shall, before the merger or demerger, be given the right to subscribe for the shares with their stock options, within a period of time determined by the Board of Directors. Alternatively, the Board of Directors may give a stock option owner the right to convert the stock options into stock options issued by the other company, in the manner determined in the draft terms of merger or demerger, or in the manner otherwise determined by the Board of Directors, or the right to sell stock options prior to the merger or demerger. After such date no subscription right or conversion right shall exist. The same proceeding shall apply to cross-border mergers or demergers, or should the Company, after having registered itself as an European Company, or otherwise, register a transfer of its domicile from Finland into another member state. The Board of Directors shall decide on the impact of potential partial demerger on the stock options. In the above situations the stock option owners have no right to require that the Company redeem the stock options from them at their market value.

If the Company, after the beginning of the share subscription period, resolves to acquire its own shares or stock options or other special rights by an offer made to all shareholders, the stock option owners shall be made an equivalent offer. In other cases, acquisition or redemption of the Company's own shares, stock options or other special rights shall not require the Company to take any action in relation to the stock options and shall have no

impact on the position of the stock option owner.

Should anyone make a public offer for all the shares, stock options and other special rights issued by the Company, or should a shareholder be obliged to make a tender offer for said instruments pursuant to the Securities Market Act, or should a shareholder be entitled and obliged to redeem all of the shares of the other shareholders pursuant to the Chapter 18 Section 1 of the Companies Act on the basis that a shareholder possesses over 90% of the shares and votes of the Company, the stock option owners shall be given a possibility to use their right of subscription by virtue of the stock options, within a period of time determined by the Board of Directors, or they shall be given an equal possibility to that of shareholders to sell their stock options to the offeror or redeemer, or they shall have an obligation to transfer their stock options corresponding to shareholders' obligation to transfer their shares, irrespective of the transfer restriction defined in Section 1.4 above. After such period, the stock option owner shall have no further subscription right.

Converting the Company from a public company into a private company shall not affect the terms and conditions of the stock options.

III OTHER MATTERS

The laws of Finland shall be applied to these terms and conditions. Disputes arising in relation to the stock options shall be settled by arbitration, in accordance with the Arbitration Rules of the Central Chamber of Commerce by one arbitrator.

The Board of Directors may decide on any technical amendments and specifications to these terms and conditions as well as on other amendments and specifications to these terms and conditions, which are not considered essential. Other matters related to the stock options are decided on by the Board of Directors, and it may also give stipulations binding on the stock option owners.

The Company shall be entitled to withdraw the stock options which have not been transferred, or with which shares have not been subscribed for, free of charge, if the stock option owner acts against these terms and conditions, or against the stipulations given by the Company on the basis of these terms and conditions, or against applicable law, or against the regulations of the authorities.

The Company can keep a register of stock option owners, including their personal data. The Company may send all announcements regarding the stock options by e-mail.

These terms and conditions have been made in Finnish and in English. In the case of any discrepancy between the Finnish and English terms and conditions, the Finnish terms and conditions shall prevail.