

EFORE PLC STOCK OPTION PLAN 1/2016

Efore Plc's Board of Directors decided on March 30, 2016 to grant stock options to key employees of Efore Plc ("Company"), based on the authorization received from the Annual General Meeting on March 30, 2016, on the following terms and conditions:

1. Terms and Conditions of the Stock Options

1.1 Number of Stock Options

The Company will grant a maximum of 1,500,000 stock options ("Stock Options") in 2016, entitling to the subscription for a maximum of 1,500,000 new shares in the Company. One (1) stock option entitles its holder to subscribe one (1) new share in the Company.

1.2 Issuance and allocation of Stock Options

The Stock Option will be granted to the key employees of Efore Plc Group ("Stock Option holder") free of charge, in deviation from the shareholders' pre-emptive right for subscription of shares. The Company shall determine the Stock Option holders. The Company has a weighty financial reason, as referred to in Chapter 10 Paragraph 1 § of the Limited Liability Companies Act, for granting Stock Options, as the Stock Options are intended to form a part of the commitment and incentive scheme of the Company's key employees.

The Stock Options shall be subscribed to with a separate subscription list. The Stock Options shall be subscribed on December 31, 2016 at the latest.

If the Stock Options are later transferred to the book-entry system, the Stock Option holder authorizes the Company to register the Stock Options on the book-entry account notified by the Stock Option holder.

1.3 Transfer and losing of Stock Options

The Company shall hold the Stock Options on behalf of the Stock Option holder until the beginning of the relevant share subscription period. The Stock Options are freely transferable and can be pledged when the relevant share subscription period has begun. The Board of Directors may, however, authorize the transfer or pledge of a Stock Option also before such date. Should the Stock Option holder transfer or pledge his/her Stock Options, such person is obliged to inform the Company about the transfer in writing, without delay.

Should a Stock Option holder cease to be employed by or in the service of the Company, such person shall, without delay, offer to the Company or its order, free of charge, the Stock Options for which the share subscription period has not begun on the date of termination of such person's employment or service. The Board of Directors can, however, in the above mentioned cases, decide that the Stock Option holder is entitled to keep such Stock Options or a part of them.

The Board of Directors may decide on the transfer of the Stock Options to the book-entry account system. Should the Stock Options be transferred to the book-entry account system, the Company has the right, whether or not the Stock Options have been offered to the Company, to request and get transferred all the Stock Options under the offering obligation from the Stock Option holder's book-entry account to the book-entry account appointed by the Company, without the consent of the Stock Option holder. In addition, the Company is entitled to register transfer restrictions and other respective restrictions concerning the Stock Options to the Stock Option holder's book-entry account, without the consent of the Stock Option holder.

The Stock Option holder shall, during his employment, service or thereafter, have no right to receive any consideration on any grounds for Stock Options that have been forfeited in accordance with these terms and conditions.

2. Terms and Conditions of Share Subscription

2.1 Right to subscribe for new shares

One (1) stock option entitles its holder to subscribe for one (1) new share in the Company. As a result of the share subscriptions, the number of shares may be increased by a maximum total of 1,500,000 new shares.

2.2 Subscription of shares

The share subscription period for the Stock Options shall be April 1, 2017 – March 31, 2018. In case the last day of the subscription period is not a banking day, subscription of shares can be made on a banking day following the last subscription day.

Share subscriptions shall be made at the head office of the Company or possibly at another location to be determined later. The Stock Option holder shall transfer the respective Stock Option certificate to the Company with which he/she subscribes for shares, or in the case the Stock Options have been transferred to the book-entry account, the Stock Options with which shares have been subscribed for, shall be deleted from the Stock Option holder's book-entry account. Shares subscribed for and fully paid shall be registered in the book-entry account of the subscriber.

The Company shall resolve on all additional items concerning the share subscription.

2.3 Subscription price and payment for shares

The share subscription price for Stock Options is determined by valuating the effect of the Company's profit targets to the Company's share value at the beginning of the share subscription period.

The share subscription price for the Stock Options is 0.79 euros per share.

The share subscription price of the Stock Options may be reduced in special circumstances mentioned in Section 2.6 and increased in special circumstances mentioned in Section 3.2. The share subscription price shall, nevertheless, always amount to at least EUR 0.01.

The subscription price shall be paid in connection with the subscription in accordance with the instructions given by the Company to the Company's bank account.

The subscription price of shares shall be booked in full to the reserve for invested non-restricted equity.

2.4 Shareholder rights

The right for dividend and other shareholder rights shall commence on the date on which the subscribed shares are entered in the Trade Register.

2.5 Issues of Shares, Stock Options and other special rights entitling to shares

Should the Company, before the share subscription, issue new shares, new Stock Options or other special rights entitling to shares thus that shareholder has a right to pre-emptive subscription, a Stock Option holder shall have the same right as, or an equal right to, that of a shareholder to subscribe new shares or

receive new Stock Options or other special rights entitling to shares. Equality is reached in the manner determined by the Board of Directors by adjusting the number of shares available for subscription, the share subscription prices or both of these.

2.6 Rights in special circumstances

Should the Company distribute dividends or funds from the non-restricted equity fund, the share subscription price of the Stock Options shall be deducted with the amount of the dividend and the amount of the distributable non-restricted equity decided after the beginning of the period for determination of the share subscription price but before share subscription, as per the dividend record date or the record date of the repayment of equity.

Should the Company reduce its share capital by distributing share capital to the shareholders, the share subscription price of the Stock Options shall be deducted with the amount of the distributable share capital decided after the beginning of the period for determination of the share subscription price but before share subscription, as per the record date of the repayment of share capital.

Should the Company be placed into liquidation or is dissolved before the share subscription, the Stock Option holder shall be given an opportunity to exercise his/her share subscription right, within a period of time resolved by the Board of Directors. Should the Company be deregistered from the Trade Register prior to the share subscription, the Stock Option holder shall have the same right as, or an equal right to, that of a shareholder to subscribe shares.

Should the Company resolve to merge with another existing company or merge with company to be established, or should the Company resolve to be demerged, the Stock Option holders will be given the right to exercise all their Stock Options or to convert their stock options into equity issued by the other company, on such terms and within such a time period prior to the merger or demerger, as resolved by the Board of Directors. Alternatively, the Board of Directors can give a Stock Option Holder the right to convert the Stock Options into stock options issued by the other company, in the manner determined in the 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 period, no share 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 (Societas Europaea, SE), or otherwise, register a transfer of its domicile from Finland into another member state of the European Economic Area. The Board of Directors shall decide what impact the potential partial demerger may have on the Stock Options. In the special circumstances described above, the Stock Option holders shall have no right to require that the Company redeem the Stock Options from them at their market value.

Repurchase or redemption of the Company's own shares or acquisition of Stock Options or other special rights entitling to shares by the Company shall not affect the position of the Stock Option holder.

If a redemption right and obligation to all of the Company's shares, as referred to in Chapter 18 Section 1 of the Finnish Limited Liability Companies Act, arises to any of the shareholders, before the end of the share subscription period, on the basis that a shareholder has more than nine tenths (9/10) of all shares and votes in the Company, the Stock Option holders shall be given a possibility to use their share subscription right, within a period of time determined by the Board of Directors, or the Stock Option holders shall have an equal obligation to that of shareholders to transfer their Stock Options to the redeemer, irrespective of the transfer restriction defined in the Section 1.3 above.

3. Other Terms and Conditions

3.1 Applicable Law and Dispute Resolution

The terms and conditions are governed by the laws of Finland.

Disputes arising out of the Stock Options will be settled by arbitration, in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce by using one (1) arbitrator.

3.2 Other matters

The Board of Directors may, by justified reason, decide on increase of the share subscription price defined in Section 2.3 before beginning of the share subscription period of the Stock Options. Furthermore, the Board of Directors may decide on technical amendments to these terms that relate to transfer of Stock Options to the book-entry securities system and on other changes and specifications to these terms that are not considered essential. The Board of Directors may decide on other matters relating to the Stock Options and give binding orders to the Stock Option holder.

The Stock Options are a discretionary and a one-time part of the incentive scheme. The Stock Options do not form a part of the Stock Option holder's service agreement and they are not considered as salary or benefit in kind. The Stock Option holder shall not be entitled to any compensation related to Stock Options during or after the term of service of the Stock Option holder.

The Company shall be entitled to commence any action it considers necessary related to fulfilment of the statutory payment or other obligations. The Stock Option holder shall be responsible for any tax consequences in connection with participating in this stock option plan.

If the Stock Option holder acts against these terms and conditions, or against any decisions, orders, or instructions given by the Company or against applicable laws and regulations of the authorities, the Company shall be entitled to withdraw, free of charge, the Stock Options which have not been transferred, or with which shares have not been subscribed for.

The Company may maintain a register of Stock Option holders containing their personal data. The Company shall inform the Stock Option holders of all matters related to this stock option plan by mail or by e-mail to an address given by the Stock Option holder or any other matter as determined by the Company.

These terms are drawn up both in English and Finnish. In the event of conflict between the Finnish and English language versions of these terms and conditions, the Finnish language version shall prevail.