



APPENDIX

Company Announcement May 15, 2014,
STOCK OPTIONS TO PRESIDENT AND CEO OF ASPOCOMP GROUP PLC

ASPOCOMP GROUP PLC STOCK OPTION PROGRAM 1/2014

I. TERMS OF STOCK OPTIONS

1.1 Number of Stock Options

Aspocomp Group Plc (“Company”) shall issue a maximum total number of 390,000 Stock Options (“Stock Options”), each entitling its holder to subscribe one (1) new share in the Company.

130,000 of the issued Stock Options are marked with letter “A”, 130,000 of the issued Stock Options are marked with letter “B” and 130,000 of the issued Stock Options are marked with letter “C”.

1.2 Issuance and allocation of Stock Options

The Stock Options shall be gratuitously issued to the President and CEO of the Company. There is a weighty financial reason referred to in Chapter 10, paragraph 1 of the Limited Liability Companies Act for the Stock Options from the Company’s perspective, as the Stock Options are intended to form a part of the compensation and incentive scheme of the Company’s President and CEO.

The Stock Options shall be subscribed to with a separate subscription list. The Stock Options shall be subscribed on May 31, 2014 at the latest.

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

1.3 Transfer and losing of Stock Options

The Company shall hold the stock options on behalf of the stock option owner 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, as an exception to the above, permit the transfer of a stock

option before such date. Should the stock option owner transfer his/her stock options, she or he shall without delay be obliged to inform the Company about the transfer in writing.

Should a stock option owner cease to be employed by or in the service of the Company, for any other reason than the death of the person, or the statutory retirement of the person in compliance with the employment or service contract, or the retirement of the person otherwise determined by the Company or permanent incapacity for work, he shall immediately lose for the Company or to another party determined by the Company all such Stock Options for which the share subscription period has not yet begun.

In deviation from the aforementioned, the Board of Directors can, however, decide that the stock option owner is entitled to hold the offered Stock Options or a part of them.

The Board of Directors may decide on the transfer of the Stock Options to the book-entry securities system at a later date. In the case of the Stock Options have been transferred to the book-entry securities system, the Company shall be entitled to apply and have all the lost Stock Options transferred from the Stock Option Holder's book-entry account to a book-entry account appointed by the Company without the Stock Option holder's consent. The Company shall be entitled to register all transfer restrictions and other similar restrictions to the Stock Option holder's book-entry account without the holder's consent.

The Stock Option holder shall not be entitled to any compensation for losing the Stock Options under these terms and conditions, whether during the term of his service agreement or thereafter.

II. TERMS AND CONDITIONS OF SHARE SUBSCRIPTION

2.1 Right to subscribe for new shares

Each stock option entitles its holder to subscribe 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 390.000 new shares.

2.2 Subscription of shares and payment of subscribed shares

The share subscription periods for the Stock Options are:

Stock Options A May 1, 2016 - April 30, 2018

Stock Options B May 1, 2017 - April 30, 2019

Stock Options C May 1, 2018 - April 30, 2020.

Share subscriptions shall take place at the premises of the Company or another location as may be determined later by the Board by a share subscription list.

In the case the Stock Options have been transferred to the book-entry securities system, the Stock Options with which shares have been subscribed for shall be deleted from the subscriber's book-entry account. Shares subscribed for and fully paid shall be registered in the book-entry account of the subscriber.

The Board 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 shall be determined as follows:

With Stock Options A the share subscription price shall be the trade volume weighted average quotation of Aspocomp Group Oyj's share on the NASDAQ OMX Helsinki Oy during March 1 - March 31, 2014

With Stock Options B the share subscription price shall be the trade volume weighted average quotation of Aspocomp Group Oyj's share on the NASDAQ OMX Helsinki Oy during March 1 - March 31, 2015

With Stock Options C the share subscription price shall be the trade volume weighted average quotation of Aspocomp Group Oyj's share on the NASDAQ OMX Helsinki Oy during March 1 - March 31, 2016

If the dividend ex date falls on the period for determination of the share subscription price, such dividend shall be added to the trading prices of the share trading made as from the dividend ex date, when calculating the trade volume weighted average quotation of the share. The proceedings shall be similar, if the Company distributes funds from the non-restricted equity fund or distributes share capital to the shareholders.

The share subscription price of the stock options may be decreased in certain cases mentioned in Section 2.6 below. 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 when the new shares have been entered into 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, an 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

If the Company distributes dividends or funds from the non-restricted equity fund, from the share subscription price of the stock options, shall be deducted the amount of the dividend or 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.

If the Company reduces its share capital by distributing share capital to the shareholders, from the share subscription price of the stock options, shall be deducted 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.

If the Company is placed in liquidation or is dissolved before the share subscription, the stock option owner shall be given an opportunity to exercise his/her share subscription right, within a period of time determined by the Board of Directors. If the Company is 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 with another company as a merging company or merge with a company to be formed in a combination merger, or if the Company resolves to be demerged entirely, the stock option owners shall, prior to the merger or demerger, be given the right to subscribe for shares with their stock options, within a period of time determined by the Board of Directors. Alternatively, the Board of Directors can 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 period, no share subscription right shall exist. The same proceeding applies to cross-border mergers or demergers, or if the Company, after having registered itself as an European Company, or otherwise registers 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 situations described above, the stock option owners 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 shall have no impact on the status of the stock option owner. If the Company, however, resolves to repurchase or redeem its own shares from all shareholders, the stock option owners shall be made an equivalent offer.

If a redemption right and obligation to all of the Company's shares, as referred to in Chapter 18 Section 1 of the Finnish Companies Act, arises to any of the shareholders, before the end of the share subscription period, on the basis that a shareholder possesses over 90% of the shares and the votes of the shares of the Company, the stock option owners shall be given a possibility to use their right of share subscription by virtue of the stock options, within a period of time determined by the Board of Directors, or the stock option owners shall have an equal obligation to that of shareholders to transfer their stock options to the redeemer, irrespective of the transfer restriction defined in Section 1.3 above.

III. Other Terms and Conditions

3.1 Applicable Law and Dispute Resolution

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 using one arbitrator.

3.2 Other matters

The Board 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 option holder's service agreement and they are not considered as salary or benefit in kind. The option holder shall not be entitled to any compensation related to Stock Options during or after the term of service of the option holder.

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

The Company is entitled to withdraw the Stock Options, free of charge and without the consent of the option holder, which the Option Holder has not transferred or used, if the option holder acts against these terms and conditions or against regulations given by the Company on the basis of these terms and conditions, or against applicable law or regulations given by authorities.

The Company shall inform the option holders of all matters related to this stock option program by mail or by e-mail to an address given by the Stock Option holder or otherwise as determined by the Company.