

TERMS AND CONDITIONS OF ASPOCOMP GROUP PLC'S SHARE REWARD PLAN 2016

The board of directors of Aspocomp Group Plc (board) has at its meeting on February 24, 2016 decided on a share reward plan for the period 1/2016 - 12/2019 on following terms and conditions:

1. Purpose of the share reward plan

The share reward plan is a long-term incentive and commitment plan for Aspocomp Group Plc's (company) members of the management team and other key employees of the company or companies belonging to the same group (key persons). The aim of the reward plan is to combine the goals of the owners and the key persons for increasing the value of the company on a permanent basis, to commit the key persons to the company on a long-term basis and to offer the key persons a competitive reward plan based on ownership and entrepreneurship.

The CEO of Aspocomp Group Plc is not included in this share reward plan. The CEO has a separate incentive scheme the Stock Option Plan 2014 which the Board of Directors decided on May 15, 2014.

2. General description of the share reward plan

The share reward plan offers the key persons a possibility to receive the company's shares (share) based on achieved targets to be set by the board for four earning periods each being a 12 month financial year during the period 1/2016 - 12/2019.

The preliminary target group of the plan consists of approximately 20 key persons. The board may decide on including new key persons and their annual maximum rewards. The maximum reward is expressed as a number of shares. In addition, the reward consists of a cash payment, the amount of which is determined on the basis of the size of the share reward. Achievement of targets set for the earning periods determines the portion of the maximum reward to be paid to a key person.

Shares received on the basis of the share reward plan shall be held at least thirty-six (36) months calculated from their entry on the book-entry account of the recipient.

3. Target group

The target group consists of the members of the management team (excluding the CEO) and other key employees of the company or companies belonging to the Aspocomp Group. The board may decide on including new key persons within the target group of the plan. Should a person join the target group in the middle of an earning period, the board shall separately decide on its effect on the maximum reward of such earning period and on the criteria for achieving such reward.

4. Earning periods

The share reward plan consists of four (4) earning periods. Each earning period is the length of one financial year (1 January - 31 December). The amount of the reward to be paid is determined based on achieved targets without delay following the adoption of the audited annual accounts of each financial year. Should the company's financial year change prior to 31 December 2019, the board is entitled to change the earning periods accordingly.

5. Maximum reward

The maximum reward for a member of the management team for an earning period is 10,000 shares and for other key employees 4,000 - 6,000 shares each. The maximum reward is expressed as a number of shares of which one half (1/2) is paid in shares and one half (1/2) consists of a cash payment, the amount of which is

Company confidential
February 24, 2016

determined on the basis of the value of the share reward at the time of the payment. The value of the shares is determined on the basis of their market quotation on the day when the shares are entered on the book-entry account of the recipient. Market quotation refers to the trade volume weighted average quotation of the share on Nasdaq Helsinki Ltd of the transactions closed on the date in question. The cash payment aims at covering taxes and similar charges arising from the reward.

6. Earning criteria and targets

The board sets the earning criteria and its targets separately for each earning period. The targets are set in January (in February in 2016) of the calendar year each earning period and are notified to the key persons without delay following the board's decision thereon. Should the company's financial year change prior to 31 December 2019, the board is entitled to change the time for setting the targets accordingly. The board is further entitled to amend the targets set for the earning criteria on the basis of a significant change during an earning period. Such a change may e.g. be a corporate transaction, contingent transfer profit or loss or another matter that the board has not been able to take into account when setting the earning criteria but which materially affects the achievement of the targets set for such earning criteria.

7. Payment of the reward

The earned shares are issued or transferred and the cash payment related to such shares is made to the key persons without delay following the adoption of the audited annual accounts of the earning period in question. Payment of the reward is conditional upon the recipient having committed in writing to complying with these terms and conditions. The share reward is entered on the book-entry accounts of the key persons. The cash payment (net) is made without delay following the entry of the shares on the book-entry accounts. Tax withholding on the reward is carried out in accordance with law. The company pays employer costs resulting from the reward. The company shall also pay possible transfer taxes connected to the reward. Such payment constitutes taxable income for the key person in question. The key persons themselves are responsible for the costs of their own book-entry accounts.

8. Shareholder rights

The shareholder rights connected to the shares entered on the book-entry accounts of the key persons are, with exceptions mentioned herein, transferred to the recipients at the time of entry. If the shares are new, shareholder rights arise when the shares are registered with the trade register.

9. Condition relating to continuance of employment or service relationship

The reward relating to an earning period is not paid to a key person whose employment or service relationship to the company or a company belonging to the Aspocomp Group (group company) has ended prior to the expiry of the relevant earning period unless the board decides otherwise.

A key person is required to return shares received as reward as well as cash payments related to such shares to the company without compensation if the employment or service relationship of such person ends (i) at his or her own initiative for another reason than due to statutory retirement, permanent incapacity to work or death or (ii) at the initiative of a group company on the basis of grounds stipulated in the Finnish Act on Employment Contracts for termination or cancellation relating to the person in question within thirty-six (36) months from the entry of such shares on the book-entry account of such key person. Otherwise the key person or his/her estate may keep the shares, provided, however, that the group company is not, at the moment when the employment or service relationship ends, entitled to terminate or cancel the employment or service relationship on personal grounds stipulated in the Act on Employment Contracts. The duty to return shares and cash payments applies equally to shares and other securities possibly received without compensation on the basis of the shares a key person has earned within the share reward plan. The board may, however, decide that a key person is entitled to keep securities or cash payments subject to such duty to return or part thereof. The company is entitled to request and get securities subject to a duty to return

Company confidential
February 24, 2016

transferred from the book-entry account of a relevant key person to a book-entry account assigned by the company without the consent of such key person.

The right to the reward is personal and the reward is paid only to a key person belonging to the target group. The right to the reward may not be transferred. In case of death, a possible reward shall be paid to the key person's estate.

Change in work assignments within the Aspocomp group during an earning period does not affect receipt of the reward unless the board decides otherwise.

10. Transfer restriction relating to shares

A key person may not transfer shares earned on the basis of the share reward plan within thirty-six (36) months from the entry of such shares on the book-entry account of the key person. The transfer restriction applies equally to shares and other securities possibly received without compensation on the basis of the shares earned within the share reward plan. The board may on especially weighty grounds permit a transfer of securities at an earlier stage.

The company may apply for registration of the transfer restriction on a key person's book-entry account. The company is further entitled to apply for registration of a pledge or other similar encumbrance in order to ensure due fulfillment of obligations following from this share reward plan.

11. Adjustments in certain special situations

Should the company following the beginning of an earning period but prior to payment of the reward related to such earning period decide on a share issuance or issuance of option rights or other rights entitling to the company's shares in such a way that the shareholders have a pre-emptive subscription right, the board shall decide on a possible adjustment of the maximum reward so that the position of a key person corresponds to that of a shareholder.

Should the company decide to distribute dividends or funds from its reserves of unrestricted equity or to decrease its share capital by distributing it to shareholders following the beginning of an earning period but prior to payment of the reward related to such earning period, with deviation from its normal practice, the board shall decide on a possible adjustment of the maximum reward so that the position of a key person corresponds to that of a shareholder.

Should the company following the beginning of an earning period but prior to payment of the reward related to such earning period decide to merge as the merging company into another company or with a company to be formed in a combination merger or decide to demerge, or should a shareholder on the basis of Chapter 18 Section 1 of the Finnish Companies Act be entitled and obliged to redeem all shares of the company due to the fact that such shareholder holds more than 90 % of the company's shares and votes, the targets of the earning criteria shall be adjusted to correspond to the part of the earning period that has lapsed prior to such point in time and the reward of the relevant earning period shall be converted into cash by multiplying the number of shares with the merger or demerger consideration or the redemption price. The reward shall be paid only in cash. In these situations the plan ceases and the transfer restriction set forth in section 10 in relation to shares already received shall expire.

Acquisition or redemption of the company's own shares or option rights or other rights entitling to the company's shares shall not affect the plan. Should the number of the company's shares change without compensation following the beginning of an earning period but prior to payment of the reward related to such earning period, the amount of the maximum reward shall be adjusted so that the proportion of the maximum share reward in relation to all outstanding shares of the company remains unchanged.

Should a public tender offer in accordance with the Finnish Securities Markets Act be placed on the shares during the commitment period set forth in section 9, a key person has the right to participate in such tender offer, and the transfer restriction set forth in section 10 shall cease on the part of a key person approving

Company confidential
February 24, 2016

such tender offer. Should the tender offer not be carried out, the company is entitled to restore the transfer restriction as set forth in section 10.

12. Administration of the share reward plan

The board monitors the reward plan and decides upon all matters relating thereto. The board is entitled to decide that the company shall pay the reward in total or partly in cash using the share quotation on Nasdaq Helsinki Ltd at the time of payment.

13. Amendment of the terms and conditions of the share reward plan and special conditions relating to the reward

The board may on especially weighty grounds amend the terms and conditions of the reward plan during the earning periods. Such grounds may include a significant change in the company's group structure, which causes discontinuity in the targets set for an earning period. Amendment of the terms and conditions shall be made in such a manner that no unjust enrichment or significant disadvantage shall be caused to a key person due to the amendment.

The board is entitled to cut rewards in accordance with the plan or delay payment thereof to a point in time that is more favorable from the company's perspective when changes in circumstances unrelated to the company have occurred and when application of the plan in such new circumstances would lead to a detrimental or unreasonable end result for the company.

The board is entitled to cancel a reward or recover rewards already paid, which are subject to the transfer restriction set forth in section 10, in total or partly, if the group annual accounts are to be amended and such amendment affects the amount of the reward, the earning criteria and set targets have been manipulated or legal provisions or the company's ethical guidelines have been violated or another type of unethical behavior has occurred.

14. Applicable law and dispute resolution

These terms and conditions shall be governed by the laws of Finland. Disputes arising out of or in relation to this reward plan shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce by one single arbitrator.

These terms and conditions have been prepared in Finnish and in English. In case of discrepancy between the language versions, the Finnish version shall prevail.