

## **EFORE PLC STOCK OPTIONS 2005**

The Board of Directors of Efore Plc ("Efore" or "Company") (Board of Directors) has on 18 March 2005 resolved, by authorization of the Annual General Meeting of Shareholders on 16 December 2004, that stock options be issued to the key personnel of Efore and its subsidiaries ("Efore Group") and to a wholly owned subsidiary of Efore on the following terms and conditions:

### **I STOCK OPTION TERMS AND CONDITIONS**

#### **1. Number of Stock Options**

The total number of stock options issued shall be 2,250,000, which entitle their owners to subscribe for a total of 2,250,000 shares in Efore.

#### **2. Stock Options**

Of the stock options, 950,000 shall be marked with the symbol 2005A, 650,000 shall be marked with the symbol 2005B and 650,000 shall be marked with the symbol 2005C.

The persons to whom stock options are issued shall be notified in writing by the Company about the offer of stock options. The stock options shall be delivered to the recipient when he or she has accepted the offer of the Company. Stock option certificates shall, upon request, be delivered to the stock option owner at the start of the relevant share subscription period unless the stock options have been transferred to the book-entry securities system.

#### **3. Right to Stock Options**

The stock options shall, in deviation from the shareholders' pre-emptive subscription rights, be issued to the key personnel of the Efore Group and to Fi-Systems Oy ("Fi-Systems"), a wholly owned subsidiary of Efore. The shareholders' pre-emptive subscription rights are deviated from since the stock options are intended to form part of the Group's incentive and commitment program for the key personnel.

#### **4. Distribution of Stock Options**

The Board of Directors shall decide upon the distribution of the stock options. Fi-Systems shall be granted stock options to the extent that the stock options are not distributed to the key personnel of the Efore Group. The Board of Directors of Efore shall later decide upon the further distribution of the stock options granted or returned later to Fi-Systems, to the key personnel employed by or to be recruited by the Efore Group.

Upon issue, all stock options 2005B and 2005C and those stock options 2005A that are not distributed to the key personnel, shall be granted to Fi-Systems. Fi-Systems can distribute stock options 2005 to the key personnel employed by or to be recruited by the Efore Group by the resolution of the Board of Directors of Efore.

#### **5. Transfer of Stock Options and Obligation to Offer Stock Options**

The stock options for which the share subscription period has not yet begun cannot be transferred to a third party without a separate written consent by the Board of Directors of the Company. The stock

options are freely transferable, when the relevant share subscription period has begun. The Company shall hold the stock options on behalf of the stock option owner until the beginning of the share subscription period. The stock option owner has the right to acquire possession of the stock options when the relevant share subscription period begins. Should the stock option owner transfer his/her stock options, such person is obliged to inform the Company about the transfer without delay. The Board of Directors may, as an exception to the above, permit the transfer of a stock option also before such date.

Should a stock option owner cease to be employed by or in the service of the Efore Group, for any reason than the death or statutory retirement of the stock option owner, such person shall, without delay, offer to the Company, free of charge, the stock options for which the share subscription period specified in Section II.2 has not begun, on the last day of such person's employment or service. The Board of Directors can, however, in the above-mentioned cases, decide that the stock option owner is entitled to keep such stock options, or a part of them, which are under the offering obligation.

Regardless of whether the stock option owner has offered his/her stock options to the Company or not, the Company is entitled to inform the stock option owner in writing that the stock option owner has lost his/her stock options on the basis of the above-mentioned reasons. Should the stock options be transferred to the book-entry securities 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 owner's book-entry account to the book-entry account appointed by the Company without the consent of the stock option owner. In addition, the Company is entitled to register transfer restrictions and other respective restrictions concerning the stock options to the stock option owner's book-entry account without the consent of the stock option owner.

## **II SHARE SUBSCRIPTION TERMS AND CONDITIONS**

### **1. Right to Subscribe for New Shares**

Each stock option entitles its owner to subscribe for one (1) share in Efore. The book equivalent value of each share is EUR 0.85. As a result of the share subscriptions the share capital of Efore may be increased by a maximum of EUR 1,912,500 and the number of shares by a maximum of 2,250,000 new shares.

Fi-Systems, as a subsidiary of Efore, shall not be entitled to subscribe for shares in Efore on the basis of the stock options.

### **2. Share Subscription and Payment**

The share subscription period shall be

- for stock option 2005A 1 November 2007 – 30 April 2010,
- for stock option 2005B 1 April 2008 – 30 April 2011 and
- for stock option 2005C 1 April 2009 – 30 April 2012.

Share subscriptions shall take place at the head office of Efore or possibly at another location to be determined later. The subscriber shall transfer the respective stock option certificates with which he/she subscribes for shares, or, in the case of the stock options having 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. 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 2005A the trade volume weighted average quotation of the Efore share on the Helsinki Stock Exchange between 1 January and 15 March 2005, i.e. EUR 3.07,
- for stock option 2005B the trade volume weighted average quotation of the Efore share on the Helsinki Stock Exchange between 1 January and 15 March 2006 and
- for stock option 2005C the trade volume weighted average quotation of the Efore share on the Helsinki Stock Exchange between 1 January and 15 March 2007.

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 beginning of the period for determination of the share subscription price but before share subscription. The share subscription price shall, nevertheless, always amount to at least the book equivalent value of the share.

### **4. Registration of Shares**

Shares subscribed for and fully paid shall be registered in the book-entry account of the subscriber.

### **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. Share Issues, Convertible Bonds and Stock Options before Share Subscription**

Should the Company, before the share subscription, increase its share capital through an issue of new shares, or an issue of new convertible bonds or stock options, 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.

Should the Company, before the share subscription, increase its share capital by way of a bonus issue, the subscription ratio shall be amended so that the ratio to the share capital of shares to be subscribed for by virtue of the stock options remains unchanged. If the number of shares that can be subscribed for by virtue of one stock option is a fraction, the fractional part shall be taken into account by reducing the share subscription price.

### **7. Rights in Certain Cases**

If the Company reduces its share capital before the share subscription, the subscription right accorded by the terms and conditions of the stock options shall be adjusted accordingly, as specified in the resolution to reduce the share capital.

If the Company is placed in liquidation before the share subscription, the stock option owner shall be given an opportunity to exercise his/her subscription right before the liquidation begins, within a period of time determined by the Board of Directors.

If the Company resolves to merge into another company as the company being acquired or into a company to be formed in a merger, or if the Company resolves to be divided, the stock option owner shall, before the merger or division, be given the right to subscribe for the shares with his/her stock options, within the period of time determined by the Board of Directors. After such period no subscription right shall exist. In the above situations the stock option owner shall have no right to require that the Company redeem the stock options from him/her at their market value.

If the Company, after the beginning of the share subscription period, resolves to acquire its own shares by an offer made to all shareholders, the stock option owners shall be made an equivalent offer. In other cases, acquisition of the Company's own shares shall not require the Company to take any action in relation to the stock options.

If one publicly offers to purchase all of the Company's shares and stock options, or if a redemption right and obligation to all of the Company's shares and the votes of the shares of the Company, as referred to in Chapter 14 Section 19 of the Finnish Companies Act, before the end of the share subscription period, arises to any of the shareholders, on the basis that a shareholder possesses over 90% of the shares and the votes of the shares of the Company, or if a situation, as referred to in Chapter 6 Section 6 of the Finnish Securities Market Act, arises to any of the shareholders, the stock option owners shall be entitled 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 entitled to have an equal right to that of shareholders to sell their stock options to the offerer or the redeemer, irrespective of the transfer restriction defined in Section I.5 above. A shareholder who possesses over 90% of the shares and votes of the shares of the Company has the right to purchase the stock option owner's stock options at market value.

If the number of the Company's shares is changed, while the share capital remains unchanged, the share subscription terms and conditions of the stock options shall be amended so that the relative proportion of shares available for subscription with the stock options to the total number of the Company's shares, as well as the share subscription price total, remain the same.

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.

The Board of Directors may decide on the transfer of the stock options to the book-entry securities system at a later date and on the resulting technical amendments to these terms and conditions, including those amendments and specifications to the terms and conditions which are not considered essential. Other matters related to the stock options shall be decided on by the Board of Directors. The stock option documentation shall be kept available for inspection at the head office of Efore.

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 regulations given by the Company on the basis of these terms and conditions, or against applicable law, or against the regulations of the authorities.

The stock option owner shall be liable for his/her tax consequences arising from participating in this stock option scheme.

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 decide.