

COMPONENTA CORPORATION/ STOCK OPTIONS 2016

Componenta Corporation Stock Options 2016

The Board of Directors of Componenta Corporation (the **Board**) has resolved to propose to the Extraordinary General Meeting of Componenta Corporation (the **Company**) to be held on 15 April 2016, that stock options would be issued to the key employees of the Company and its subsidiaries (jointly the **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 is 10,000,000, and they entitle their owners to subscribe for a maximum total of 10,000,000 new shares in the Company or existing shares held by the Company (the **Share**). The Board shall resolve whether new Shares or existing Shares held by the Company are given to subscribers.

2. Right to Stock Options

The stock options shall be issued gratuitously to the key employees of the Group. The Company has a weighty financial reason for the issue of stock options, since the stock options are intended to form part of the Group's incentive and commitment program for the key employees.

3. Distribution of Stock Options

The Board shall resolve upon the distribution of stock options to the key employees employed by or to be recruited by a company belonging to the Group. The Board may resolve on particular additional provisions concerning the receipt of stock options. The Board shall resolve upon the further distribution of the stock options returned later to the Company. Distribution of stock options to the key employees outside Finland may be restricted or it may be subject to additional terms on the basis of local laws and other regulations.

The people, to whom stock options are issued, shall be notified in writing by the Board 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 Board.

The stock options shall be regarded as a discretionary and nonrecurring part of compensation. The stock options shall not be regarded as a part of a stock option recipient's employment or director contract, and they shall not be regarded as a salary or fringe benefit. A stock option recipient shall, during his employment, service or thereafter, have no right to receive compensation for stock options on any grounds.

A stock option recipient shall be liable for all taxes and tax-related consequences arising from receiving or exercising stock options.

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The Company shall pay the transfer tax connected to the receipt of stock options or Shares on the basis of stock options, when applicable. The transfer tax paid by the Company may be taxable income for the stock option owner.

4. Transfer of Stock Options

The Company shall hold the stock options on behalf of the stock option owner until the beginning of the Share subscription period. The stock options may freely be transferred and pledged, when the Share subscription period has begun. The Board may, however, permit the transfer or pledge of stock options also before such date. Should the stock option owner transfer or pledge his or her stock options, such person shall be obliged to inform the Company about the transfer or pledge in writing, without delay. The Board may, at its discretion, resolve to restrict the transfer of stock options in certain countries, e.g. for legal or administrative reasons.

5. Termination of Employment or Service before Share Subscription Period

Should a stock option owner's employment or service in a company belonging to the Group terminate, such person shall, without delay, forfeit to the Company or its designee, without compensation, such stock options that the Board has distributed to him or her at its discretion, 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. As an exception to the above, the Board may resolve that the stock option owner shall be entitled to keep such stock options, or a part of them.

Should a stock option owner's employment or service in a company belonging to the Group terminate, due the permanent disability or the death of a stock option owner, or the statutory retirement of a stock option owner or the retirement of a stock option owner as defined in the employment or director contract, or the retirement of a stock option owner otherwise determined by the Company, the stock option owner or his or her estate or heir or beneficiary shall be entitled to keep such stock options that the Board has distributed to him or her at its discretion. 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, or the stock option owner's employment or service end due to a corporate arrangement, the proceedings shall be similar.

The end of employment or service means the last day of validity of a stock option owner's employment or director contract.

6. Incorporation of Stock Options into Book-Entry Securities System

The Board may resolve on incorporation of the stock options into the book-entry securities system. Should the stock options having been incorporated into the book-entry securities system, the Company shall have the right to request and get transferred all forfeited stock options, from the stock option owner's book-entry account on the book-entry account appointed by the Company, without the consent of the stock option owner. In addition, the Company shall be entitled to register transfer restrictions and other respective restrictions concerning the stock options on the stock option owner's book-entry account, without the consent of the stock option owner.

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A stock option owner shall, during his employment, service or thereafter, have no right to receive compensation on any grounds for stock options that have been forfeited in accordance with these terms and conditions.

II SHARE SUBSCRIPTION TERMS AND CONDITIONS

1. Right to subscribe for Shares

Each stock option entitles its owner to subscribe for one (1) new Share in the Company or an existing Share held by the Company. The Share subscription price shall be credited to the reserve for invested unrestricted equity.

2. Share Subscription and Payment

The Share subscription period for stock options shall be 1 April 2020—31 March 2022.

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 and in the manner determined later. Upon subscription, payment for the Shares subscribed for, shall be made to the bank account designated by the Company. The Board shall resolve on all measures concerning the Share subscription.

3. Share Subscription Price

The subscription price for Shares subscribed based on stock options shall be EUR 0.50 per Share. The Share subscription price is based on the fair value of the Share.

The Share subscription price of the stock options may 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 on the book-entry account of the subscriber.

5. Shareholder Rights

The dividend rights of the new Shares and other shareholder rights shall commence upon the entry of the Shares into the Trade Register.

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Should existing Shares, held by the Company, be given to the subscriber of Shares, the subscriber shall be given the right to dividend and other shareholder rights once the Shares are registered on his or her book-entry account.

6. Share Issues, Stock Options and Other Special Rights entitling to Shares before Share Subscription

Should the Company, before the Share subscription, resolve on an issue of shares or an issue of new stock options or other special rights entitling to shares so that the shareholders have pre-emptive rights to subscription, 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 by adjusting the number of Shares available for subscription, the Share subscription prices or both of these.

7. Rights in Certain Cases

7.1. Distribution of Assets

Should the Company distribute dividends or assets from reserves of unrestricted equity, from the Share subscription price of the stock options, shall, by decision of the Board, be deducted the amount of the dividend or the amount of the distributable unrestricted equity per share resolved after 30 April 2016 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, from the Share subscription price of the stock options, shall, by decision of the Board, be deducted the amount of the distributable share capital per share resolved after 30 April 2016 but before Share subscription, as per the record date of the repayment of share capital.

7.2. Placing the Company in Liquidation, or Deregistration

Should the Company be placed in liquidation before the Share subscription, the stock option owner shall be given an opportunity to exercise his or her Share subscription right, within a period of time determined by the Board. Should the Company be deregistered, before the Share subscription, the stock option owner shall have the same right as, or an equal right to, that of a shareholder.

7.3. Merger, Demerger or Transfer of Domicile

Should the Company resolve to merge with another company as a merging company or merge with a company to be formed in a combination merger, or should the Company resolve to be demerged entirely, the stock option owners shall, prior to the registration of the execution of a merger or a demerger, be given the right to subscribe for Shares with their stock options, within a period of time determined by the Board. Alternatively, the Board 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, or the right to sell stock options prior to the registration of the execution of a merger or

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a 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 Europae), or otherwise, register a transfer of its domicile from Finland into another member state of the European Economic Area. The Board shall resolve on the impact of potential partial demerger on the stock options. In the above situations, the stock option owners shall have no right to require that the Company redeems the stock options from them at fair value.

7.4. Acquisition or Redemption of Own Shares and Acquisition of Stock Options and Other Special Rights entitling to Shares

Acquisition 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 rights of the stock option owner. Should the Company, however, resolve to acquire or redeem its own shares from all shareholders, the stock option owners shall be made an equivalent offer.

7.5. Redemption Right and Obligation

Should 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, arise to any of the shareholders, prior to the end of the Share subscription period, on the basis that a shareholder possesses over 90 percent 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, or the stock option owners shall have an equal obligation to that of shareholders to transfer their stock options to the redeemer, although the transfer right defined in Section I.4 above had not begun.

III OTHER MATTERS

These terms and conditions shall be governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to these stock options, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be Finnish or English.

The Board may resolve on the technical amendments resulting from incorporation of stock options into the book-entry securities system, to these terms and conditions, as well as on other amendments and specifications to these terms and conditions which are not considered as essential. Other matters related to the stock options shall be resolved on by the Board, and the Board may give stipulations binding on the stock option owners.

Should the stock option owner act against these terms and conditions, or against the instructions 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 shall be entitled to gratuitously withdraw

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the stock options which have not been transferred, or with which Shares have not been subscribed for, from the stock option owner.

The Company may maintain a register of the stock option owners to which the stock option owners' personal data is recorded. The Company may send all announcements regarding the stock options to the stock option owners by e-mail.

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