

TECNOMEN CORPORATION STOCK OPTIONS 2009

I STOCK OPTION TERMS AND CONDITIONS

1. Number of Stock Options

Tecnomen Corporation (“Company”) shall issue the maximum total number of 6,840,036 stock options (“Stock Options”) entitling their stock option holders (“Option Holders”) to subscribe for a total maximum of 6,840,036 new shares in the Company.

2. Stock Options

(a) Of the Stock Options, 1,026,005 shall be marked with the symbol 2009A, 2,394,013 shall be marked with the symbol 2009B and 3,420,018 shall be marked with the symbol 2009C.

(b) The people, to whom Stock Options are offered, 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 Option Holder after the commencement 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 gratuitously issued to the key personnel of the Tecnomen Group (“Group”) and to Tecnomen Japan Oy (“Subsidiary”), a wholly owned subsidiary of the Company. The shareholders’ pre-emptive subscription rights are proposed to be deviated from since the Stock Options are intended to form a part of the Group’s incentive and commitment program for the key personnel.

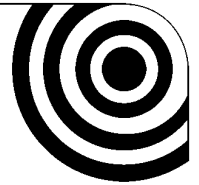
4. Granting of Stock Options

The Board of Directors of the Company (“Board”) shall decide upon the granting of the Stock Options. The Subsidiary shall be granted Stock Options to the extent that the Stock Options are not granted to the key personnel of the Group

The Board shall later decide upon the further granting of the Stock Options granted or returned later to the Subsidiary, to the key personnel employed by or to be recruited by the Group.

Upon issue, all Stock Options 2009A, 2009B and 2009C that are not granted to the key personnel, shall be granted to the Subsidiary. The Subsidiary shall grant the Stock Options 2009 to the key personnel employed by or to be recruited by the Group and shall pass a resolution in order to issue Stock Options strictly in accordance with a resolution of the Board to such effect.

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5. Transfer of Stock Options and Obligation to offer Stock Options

(a) Those Stock Options, for which the share subscription period in accordance with Section II.2 has not commenced, cannot be transferred to a third party or pledged. The Stock Options shall be freely transferable, when the relevant share subscription period has begun. The Board may however permit the transfer of a stock option also before such date. The Company shall hold the Stock Options on behalf of the Option Holder until the beginning of the share subscription period. The Company shall immediately and at its own cost transfer the Stock Options for which the share subscription period specified in Section II.2 has begun, to the Option Holder. The Option Holder will have the right to acquire possession of the Stock Options when the relevant share subscription period begins. Should an Option Holder transfer his/her Stock Options, such person shall be obliged to inform the Company about the transfer in writing, without delay

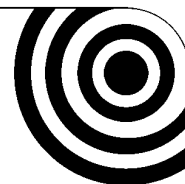
(b) Should an Option Holder cease to be employed by or in the service of the Group, for any reason other than the death of an Option Holder, or the statutory retirement of an Option Holder, such person shall, without delay, return to the Company or its order (“**Returning Obligation**”), free of charge, 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 may, however, at its discretion decide that an Option Holder is entitled to keep such Stock Options, or a part of them, which are under the Returning Obligation. Regardless of whether an Option Holder has returned his/her Stock Options to the Company or not, the Company shall be entitled to inform an Option Holder in writing that an Option Holder has lost his/her Stock Options on the basis of the above-mentioned reasons.

(c) Should the Stock Options be transferred to the book-entry securities system, the Company shall have the right, whether or not the Stock Options have been returned to the Company, to have all the Stock Options transferred under the Returning Obligation from an Option Holder’s book-entry account to the book-entry account appointed by the Company, without the consent of an Option Holder. In addition, the Company shall be entitled to register transfer restrictions and other respective restrictions concerning the Stock Options to an Option Holder’s book-entry account, without the consent of an Option Holder. The Company shall immediately and at its own cost release the Stock Options for which the share subscription period specified in Section II.2 has begun, from all transfer restrictions whatsoever.

(d) Entering into derivative contracts, in which the underlying assets are the Stock Options or shares to be subscribed by virtue of the Stock Options, or undertaking other respective hedging arrangements, shall be prohibited during the time period for restriction of transfer specified in Section I.5 (a). The Board shall formulate more defined regulations regarding the restrictions of transfer of the Stock Options.

II SHARE SUBSCRIPTION TERMS AND CONDITIONS

1. Right to subscribe for new Shares



Each stock option shall entitle its holder to subscribe for one (1) share in the Company. As a result of the share subscriptions, the number of shares in the Company may be increased by a maximum total of 6,840,036 new shares.

The Subsidiary shall not be entitled to subscribe for shares in the Company on the basis of the Stock Options.

2. Share Subscription and Payment

The share subscription period shall be

- for Stock Option 2009A 1 April 2009 – 31 March 2011,
- for Stock Option 2009B 1 April 2010 – 31 March 2012 and
- for Stock Option 2009C 1 April 2011 – 31 March 2013.

Notwithstanding the aforesaid, the commencement of the share subscription periods of a maximum of two-thirds (2/3) of the Stock Options 2009B and 2009C shall be conditional to the Company having reached its revenue and profitability targets set by the Board.

Share subscriptions shall take place at the head office of the Company or possibly at another location as may be determined at any time by the Board. 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 shall decide on all additional measures concerning the share subscription.

3. Share Subscription Price

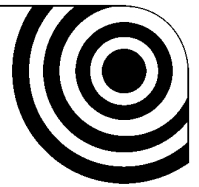
The share subscription price shall be 0.86 EUR, based on the trade volume based weighted average quotation of the share on the NASDAQ OMX Helsinki Ltd. during the four week period ending November 17, 2008.

From the share subscription price of the Stock Options shall, on the dividend record date, be deducted the amount of the dividend decided as of 1 January 2010 and before the respective share subscription.

The share subscription price shall be credited in its entirety to the reserve for invested unrestricted equity.

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 number of shares in the Company has been entered into the Trade Register.

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

Should the Company, before the share subscription, issue new shares against consideration, or an issue of 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. Equality in rights shall be reached in the manner determined by the Board by adjusting the number of shares available for subscription, the share subscription price or both of these.

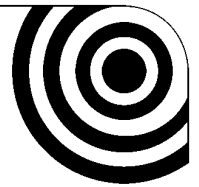
Should the Company, before the share subscription, issue new shares without consideration, excluding directed share issues, the subscription ratio shall be amended so that the ratio of the shares to be subscribed for by virtue of the Stock Options to all the shares remains unchanged. If the number of 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 for the purposes of distributing funds to shareholders before the share subscription, the subscription right accorded by the terms and conditions of the Stock Options shall be adjusted accordingly by reducing the share subscription price, as specified in the respective resolution. If the Company reduces its share capital for the purposes of covering a loss or transferring the funds from the share capital before the share subscription to the non-restricted equity fund, it shall not affect terms and conditions of the Stock Options. If the Company distributes funds from the non-restricted equity fund before the share subscription, the proportional amount of the distributable non-restricted equity of one share in the Company shall be deducted as per the record date of the repayment of non-restricted equity from a share subscription price of each Stock Option. If the Company will distribute its funds by means of dividend before the share subscription, from the share subscription price of the Stock Options shall, as per the dividend record date, be deducted the amount of the dividend, as set out in Section II.3.

If the Company is placed in liquidation or deregistered from the Trade Register before the share subscription, the Option Holder shall be given an opportunity to exercise his/her subscription right before the liquidation begins or the Company is deregistered, respectively, within a reasonable period of time determined by the Board.

If the Company resolves to merge in another company as the company being acquired or in a company to be formed in a combination merger or if the Company resolves to be divided, the Option Holders shall, before the merger or division, be given the right to subscribe for the shares with his/her Stock

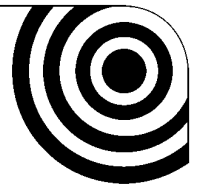


Options, within a reasonable period of time determined by the Board. After such date no subscription right shall exist. The provisions of Chapter 16 Section 13 of the Finnish Companies Act shall be applied to the redemption of the Stock Options.

If the Company, after the beginning of the share subscription period, resolves to acquire its own shares stock options or other special rights entitling to shares by an offer made to all shareholders, the Option Holders shall be made an equivalent offer. In other cases, acquisition or redemption of the Company's own shares, Stock Options or other special rights shall not require the Company to take any action in relation to the Stock Options.

If, before the end of the subscription period, a situation, as referred to in Chapter 18 Section 1 of the Finnish Companies Act exists, in which a shareholder possesses over 90% of the shares and the votes of the shares of the Company, and therefore shall have the right and obligation to redeem the shares of the remaining shareholders, the Option Holders shall be entitled to use their right of subscription by virtue of the Stock Option within a period of time determined by the Board. A shareholder who possesses over 90% of the shares and the votes of the shares of the Company shall have the right to buy the Option Holder's Stock Options and when a shareholder exercises this right the Option Holder is under obligation to sell them to the shareholder for market value.

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 by using one arbitrator.

The Board 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.

The Company shall inform the Option Holders of all matters related to this stock option scheme by mail or by e-mail, or, in case the Stock Options are listed in the stock exchange, the Company can inform the Option Holders by publishing stock exchange releases. The stock option documentation is kept available for inspection at the head office of the Company.

The Stock Options shall be distributed gratuitously. The potential benefit related to these Stock Options will not accrue pension.

By receiving these Stock Options the Option Holder is bound to comply with these terms and conditions and other potential rules and regulations given by the Company, as well as legal provisions and other regulations by authorities. The Company is entitled to withdraw the Stock Options, which have not been transferred, or with which shares have not been subscribed, free of charge, 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 against regulations by authorities.

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 prevail.