

**SUOMINEN CORPORATION: STOCK OPTION SCHEME 2009 TERMS AND CONDITIONS****I STOCK OPTION TERMS AND CONDITIONS****1. Number of Stock Options**

A maximum of 450,000 stock options shall be granted, and they entitle to subscribe for a maximum of 450,000 new shares of Suominen Corporation ("Company").

**2. Stock Options**

1. Of the stock options 150,000 shall be marked with the symbol 2009A, 150,000 with the symbol 2009B, and 150,000 with the symbol 2009C.
2. The stock options shall be issued in the book-entry system. The Board of Directors shall decide on the related procedure and time schedule.

**3. Granting Stock Options**

1. As decided by the Board of Directors, the stock options shall be granted for no consideration to the President and CEO and the members of the Corporate Executive Team of the Company ("Option recipients").
2. The stock options shall first be granted to a wholly owned subsidiary of the Company and the subsidiary shall convey the stock options or a part of them to the President and CEO and to the members of the Corporate Executive Team in accordance with the Board of Directors' decision. Upon receipt of the stock options the President and CEO and the members of the Corporate Executive Team simultaneously undertake to comply with all the terms and conditions of these stock option scheme terms and conditions. The subsidiary shall not have the right to subscribe the Company's shares with the stock options.

The pre-emption right of the shareholders shall be waived because the stock options are intended to form a part of the Group's incentive program and therefore it is considered that there is a weighty financial reason for the Company to do so.

3. The Company shall send a written notice to the Option recipients about the offer of stock options. Stock options shall be granted as soon as the Option recipient has accepted the offer made by the Company.

**4. Transferability of Stock Options and Obligation to Offer Stock Options**

1. The stock options for which the share subscription period specified in Section II.2 has not begun must not be transferred to a third party or pledged. The stock options are freely transferable after the relevant share subscription period has begun. In case an Option recipient transfers his or her stock options, he or she is obligated to inform the

Company without delay about the transfer in writing. The above notwithstanding, the Board of Directors may grant a permission to transfer stock options even prior to such date.

2. If an Option recipient ceases to be employed by the Company, for any reason other than his or her death, he or she must without delay offer, with no consideration, to the Company or to a party ordered by the Company, those stock options which were not exercisable by virtue of Section II.2 on the last day of his or her employment. However, the Board of Directors may, in individual cases, decide that the Option recipient may keep all or some of the stock options under offering obligation.

The Company has the right to decide on granting returned stock options to parties referred to in this stock option scheme.

3. Regardless of whether the Option recipient has or has not offered his or her stock options to the Company or a party ordered by the Company, the Company may inform the Option recipient in writing that he or she has lost the stock options. Regardless of whether the Company or a party ordered by the Company has or has not been offered the stock options, the Company has the right to apply for a transfer and to have all stock options under offering obligation transferred from the Option recipient's book-entry account to a book-entry account indicated by the Company without the consent of the Option recipient. In addition, the Company has the right to register any stock option transfer restrictions and other restrictions concerning the stock options to the Option recipient's book-entry account without his or her consent.

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

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

1. Each stock option entitles its holder to subscribe for one (1) new Company's share. As a result of the subscriptions, the number of the Company shares may be increased by a maximum of 450,000 new shares. The share subscription price shall be recognised in the invested non-restricted equity fund.

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

1. The share subscription period shall be

- for stock option 2009A 2 May 2011 – 30 October 2012 and
- for stock option 2009B 2 May 2012 – 30 October 2013 and
- for stock option 2009C 2 May 2013 – 30 October 2014

The Board of Directors of the Company may decide to advance the beginning of the share subscription period for the stock options.

2. Share subscriptions shall take place at the head office of the Company or at another location to be determined later by the Company. Payment for shares shall be effected upon subscription to the bank account indicated by the Company. The Company shall decide on all other matters concerning share subscription.

### **3. Subscription Price**

1. The subscription price shall be

- for stock option 2009A the trade volume weighted average quotation of the Company's share on the NASDAQ OMXHelsinki Ltd in May 2009 rounded to the nearest cent,
- for stock option 2009B the trade volume weighted average quotation of the Company's share on the NASDAQ OMX Helsinki Ltd in May 2010 rounded to the nearest cent, and
- for stock option 2009C the trade volume weighted average quotation of the Company's share on the NASDAQ OMX Helsinki Ltd in May 2011 rounded to the nearest cent.

2. The subscription price of stock options shall be reduced in certain cases mentioned in Sections II.7.1 – II.7.2 below at the time specified in the referred sections. The subscription price per share must nevertheless always be at least EUR 0.01.

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

The stock options with which shares have been subscribed are removed from the subscriber's book-entry account and the shares subscribed for and fully paid are registered in the subscriber's book-entry account.

### **5. Shareholder rights**

Dividend rights of the shares and other shareholder rights commence after the shares have been entered in the Trade Register.

### **6. Share Issues, Options and Other Special Rights before Share Subscription**

If the Company, prior to share subscription, decides to issue shares or new stock options or other special rights entitling to shares, stock option holders shall have the same or equal right with shareholders. Equality is ensured in the manner determined by the Board of Directors so that the quantities of shares available for subscription with a stock option, share subscription prices, or both are adjusted.

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

1. If the Company distributes dividends or funds from the non-restricted equity fund, from the subscription price of a stock option is deducted the amount of the dividend or distributable non-restricted equity decided after the beginning of the period for the determination of the subscription price but before the subscription as at the record date for each dividend distribution or other distribution of funds.

2. If the Company reduces its share capital by distributing share capital to shareholders, from the subscription price of a stock option is deducted the amount of distributable share capital decided after the beginning of the period for the determination of the subscription price but before the subscription, as at the record date of repayment of share capital.

3. If the Company is placed in liquidation before the share subscription, the stock option holder is given an opportunity to subscribe for the shares with his or her stock options before the liquidation begins within a period of time determined by the Board of Directors. If the Company is removed from the register prior to the share subscription, the stock option holder has the same or equal rights with a shareholder.

4. If the Company decides to merge into another company as the company being acquired, or into a company to be formed in a combination merger, or if the Company decides to demerge, the stock option holders are given, prior to the merger or demerger, the right to subscribe for the shares with his or her stock options in a manner and within a period of time determined by the Board of Directors. After this, the right to subscribe shares no longer exists. If the transfer of stock options is prohibited by virtue of the Section 1.4.1 above, the stock option holder is, however, entitled to transfer his or her stock options prior to the merger or demerger within a period of time determined by the Board of Directors. The provisions of Chapter 16 Section 13 of the Finnish Companies Act shall be applied to the redemption of the stock options.

5. A repurchase or redemption of own shares by the Company, or the acquisition of stock options or other special rights entitling to shares, shall not affect the position of stock option holders. However, if the Company decides to acquire or redeem own shares from all shareholders, stock option holders shall be made an equal offer.

6. In case, before the end of subscription period, a situation referred to in Chapter 18 Section 1 of the Finnish Companies Act arises, in which a shareholder holds over 90% of all shares and voting rights of the Company, the stock option holders are reserved the right to subscribe for the shares with their stock options within a period of time determined by the Company's Board of Directors. Stock option holders are also entitled to sell their options to the redeemer notwithstanding the transfer restriction referred to at item 1.4.1. A shareholder whose ownership of Company shares and voting rights has exceeded 90%, is entitled to buy the stock options of the stock option holder, and when a shareholder exercises this right the stock option holder is under obligation to sell them to the shareholder at a current price.

### III OTHER TERMS AND CONDITIONS

1. These terms and conditions are governed by Finnish law. Any disputes concerning stock options shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland.

2. The Company's Board of Directors shall decide on other matters relating to stock options and may impose binding rules on Option recipients. The Board of Directors is entitled to make amendments to these terms and conditions which amendments are not considered essential.

3. The Company is entitled to withdraw, with no consideration, the stock options which have not been transferred or with which shares have not been subscribed for, if the stock option holder acts against these terms and conditions, decisions made or orders given by the Company's Board of Directors on the basis of these terms and conditions, or applicable law or orders of the authorities.

4. The stock option documentation is available for inspection at the Company's main office in Tampere.

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

Helsinki, 12 February 2009

Suominen Corporation

The Board of Directors