

DOVRE GROUP PLC'S STOCK OPTION PLAN 2013

The Board of Directors of Dovre Group Plc ("the Company") has on 24 January 2013 resolved, by virtue of an authorization granted by the Annual General Meeting 2012, to issue stock options to the key personnel of the Company and its subsidiaries ("the Group"), on the following terms and conditions:

I STOCK OPTIONS TERMS AND CONDITIONS

1. Number of Stock Options

The maximum total number of stock options issued is 3,000,000. Stock options entitle their holders to subscribe for a maximum total of 3,000,000 new shares in the Company or existing shares held by the Company.

2. Stock Options

The stock options are marked with the symbols 2013A, 2013B and 2013C. A total of 1,000,000 stock options are included in each series of stock options.

3. Right to Stock Options

The stock options shall be issued to the Group key personnel. The stock options shall be issued gratuitously.

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 personnel.

4. Distribution of Stock Options

The Board of Directors of the Company shall decide annually upon the distribution of the stock options to the key personnel employed by or to be recruited by the Group. The Board of Directors of the Company shall also decide upon the further distribution of the stock options returned later to the Company. For the sake of clarity, it is noted that the stock options returned later to the Company shall be added to the number of stock options, which the Board of Directors is entitled to distribute, that is, the Board of Directors is entitled to re-issue the stock options.

The Board of Directors shall notify the recipients of the stock options about the offer of stock options in writing. The stock options shall be deemed to be given after the Board of Directors has decided upon the distribution of the stock options.

The stock options shall not constitute a part of an employment or service contract of the recipient of the stock options, and they shall not be regarded as a salary or fringe benefit. The recipient of stock options shall have no right to receive compensation on any grounds, on the basis of stock options, during employment or service or thereafter. The recipient of stock options shall be personally liable for all taxes and tax-related consequences arising from receiving or exercising stock options.

5. Assignment and Forfeiture of Stock Options

The stock options cannot be assigned or pledged prior to the possible subscription for shares. The Board of Directors of the Company may, however, permit the assignment or pledge of stock options following an application for the same. The owner of stock options shall be obliged to apply in writing for permission from the Board of Directors of the Company prior to any assignment or pledge of his or her stock options.

Should an owner of stock options cease to be employed by, or be in the service of, a company belonging to the Group, for any reason other than the death or the statutory retirement of an owner of stock options, or the retirement of an owner of stock options in compliance with the employment or service contract, or the retirement of an owner of stock options otherwise determined by such company, or the permanent disability of an owner of stock options, such person shall, without delay, forfeit to the Company or its designate such stock options that the Board of Directors has distributed to him or her gratuitously for which the share subscription period specified in Section II.2 below has not begun on the last day of such person's employment or service. Should the rights and obligations arising from employment or service of the owner of stock options be transferred to a new owner or holder, upon the employer's transfer of business, the proceedings shall be similar. As an exception to the above, the Board of Directors may, at its discretion, decide on special grounds that the owner of stock options is entitled to keep such stock options, or a part of them.

Should an owner of stock options cease to be employed by, or be in the service of, a company belonging to the Group, for any reason other than the death or the statutory retirement of an owner of stock options, or the retirement of an owner of stock options in compliance with the employment or service contract, or the retirement of an owner of stock options otherwise determined by such company, or the permanent disability of an owner of stock options, the owner of stock options shall have the right and obligation to subscribe for the shares within 30 days from the last day of such person's employment or service for which the share subscription period specified in Section II.2 has begun on the last day of such person's employment or service. Should an owner of stock options choose not to exercise his or her right to subscribe for the shares within 30 days from the last day of such person's employment or service, such person shall forfeit to the Company or its designate such stock options that the Board of Directors has distributed to him or her gratuitously. As an exception to the above, the Board of Directors may, at its discretion, decide on special grounds that the owner of stock options is entitled to keep such stock options, or a part of them.

Forfeiture of the stock options, as stipulated in the sections above, shall be deemed to be executed without any separate action needed when the Board of Directors of the Company has noted the stock options to be forfeited and returned to the Company. If a recipient of stock options forfeits his or her stock options, the Board of Directors of the Company has, at its discretion, the right to re-issue an equivalent number of the stock options that have been forfeited in accordance with the purpose of these Stock Options Plan terms and conditions, provided that an authorization granted by the Annual General Meeting to issue special rights (including stock options) is valid then.

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

II SHARE SUBSCRIPTION TERMS AND CONDITIONS

1. Right to Subscribe for Shares

Each stock option entitles to subscribe for one (1) new share in the Company or an existing share held by the Company. The share subscription price shall be fully credited to the reserve for invested non-restricted equity of the Company.

2. Share Subscription and Payment

The period for share subscription with stock options shall be

- for stock option 2013A, 1 March 2015 - 29 February 2018
- for stock option 2013B, 1 March 2016 - 28 February 2019
- for stock option 2013C, 1 March 2017 - 28 February 2020.

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 such last share subscription day.

The share subscription period may be changed in the special situations described in Section 7 below.

Share subscription shall take place at the head office of the Company or at another location and/or in the manner determined later by the Board of Directors of the Company. Upon subscription, payment for the shares subscribed for shall be made to the bank account indicated by the Company. The Board of Directors of the Company may decide on all other measures concerning the share subscription.

An owner of stock options shall be obligated to have a valid book-entry account at the latest on the date when he or she subscribes for the shares for which the option rights entitle subscription.

3. Share Subscription Price

The share subscription price per share, subscribed with a stock option, shall be:

- for stock option 2013A, the trade volume weighted average quotation of the share on NASDAQ OMX Helsinki Ltd during 1 February - 31 March 2013
- for stock option 2013B, the trade volume weighted average quotation of the share on NASDAQ OMX Helsinki Ltd during 1 February - 31 March 2014
- for stock option 2013C, the trade volume weighted average quotation of the share on NASDAQ OMX Helsinki Ltd during 1 February - 31 March 2015.

Should the ex-dividend date fall on the period for determination of the subscription price, such dividend shall be added to the trading prices of the share trading made as from the ex-dividend date when calculating the trade volume weighted average quotation of the share. Should the Company distribute assets from non-restricted equity, or distribute share capital to the shareholders, the proceedings shall be similar.

The share subscription price of the stock option may be decreased in certain special 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 and fully paid for 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 when the shares have been entered into the Trade Register. 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 after the shares have been registered on his or her book-entry account.

The Board of Directors of the Company, exercising its discretion, approves and registers the subscriptions for the shares in appropriate instalments on a quarterly basis as a rule, after which the shares are registered on the book-entry account of the subscriber.

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

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

7. Rights in Certain Cases

Should the Company distribute assets as dividends or as equity return from non-restricted equity, the per-share amounts of dividends and/or equity returns distributed from non-restricted equity shall be deducted from the share subscription price of the stock options if this distribution is decided after the period for determination of the share subscription price, but before or not later than 30 days after the share subscription period has begun, as per the record date of each of the dividend payments or equity return, provided that the shares subscribed for do not entitle to such dividends or equity return.

Should the Company reduce its share capital by distributing share capital to the shareholders, the per-share amount of the distributed share capital shall be deducted from the share subscription price of the stock options if this distribution is decided after the period for determination of the share subscription price, but before or not later than 30 days after the share subscription period has begun, as per the record date of the return of share capital, provided that the shares subscribed for do not entitle to such distributed share capital.

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

Should the Company [after a period for determination of the subscription price] distribute assets or dividends, and the Board of Directors of the Company proposes a dividend or distribution of the assets to be distributed so that the funds to be distributed cumulatively per share would exceed the subscription price per share after the execution of the proposition, the owner of stock options shall be granted an opportunity to exercise his or her subscription right within a time period set by the Board of Directors which shall be set in such a way that the shares to be subscribed for with the stock options can entitle the proposed distribution of the assets.

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 owner of stock options shall, prior to the registration of the execution of a merger or a demerger, be given the right to subscribe for shares with his or her stock options within a period of time determined by the Board of Directors. Alternatively, the Board of Directors may give an owner of stock options the right to convert the stock options into stock options issued by another company

in the manner determined in the draft terms of merger or demerger, or in the manner otherwise determined by the Board of Directors, or the right to sell stock options prior to the registration of the execution of a merger or a demerger. After such period, no share subscription right or conversion right shall exist.

The same proceeding shall apply to a cross-border merger or demerger, or should the Company, after having registered itself as an European company (Societas Europae), or otherwise register a transfer of its domicile from Finland. The Board of Directors shall decide on the impact of a potential partial demerger on the stock options. In the above situations, the owner of stock options shall have no right to require that the Company redeem the stock options from him or her at their market value.

Acquisition or redemption of the Company's treasury shares, or acquisition of stock options or other special rights entitling to shares, shall have no impact on the rights of the owner of stock options. Should the Company, however, resolve to acquire or redeem its treasury shares from all shareholders, the owner of stock options shall be made an equivalent offer.

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 for any of the shareholders prior to the end of the share subscription period on the basis that a shareholder possesses over 90 per cent of the shares and the votes of the shares in the Company, the owner of stock options shall be given a possibility to exercise his or her right of share subscription by virtue of the stock options within a period of time determined by the Board of Directors, or the owner of stock options shall have an equal obligation to that of a shareholder to transfer his or her stock options to the redeemer.

III OTHER MATTERS

These Stock Options Plan terms and conditions shall be governed by the laws of Finland. Disputes arising in relation to the stock options shall be settled by arbitration by a single arbitrator in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland.

The Board of Directors of the Company may decide on technical amendments to these Stock Options Plan terms and conditions resulting from a possible incorporation of stock options into the book-entry securities system, as well as other amendments and specifications to these Stock Options Plan terms and conditions which are not considered material. Other matters related to the stock options shall be decided on by the Board of Directors.

Should the owner of stock options contravene these Stock Options Plan terms and conditions, or the instructions given by the Company on the basis of these Stock Options Plan terms and conditions, or an applicable law, or the regulations of the authorities, the Company shall be entitled to withdraw

gratuitously the stock options which have not been assigned or with which shares have not been subscribed for from the owner of stock options.

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

Recipients of stock options are obliged to confirm to the Company in writing their acceptance of these Stock Options Plan terms and conditions without delay, and at the latest before the subscription for the shares to which the stock options are entitled. In the event that the recipient of stock options, despite a request, has not given his or her confirmation mentioned herein, the Board of Directors can note the stock options as forfeited.

These Stock Options Plan terms and conditions have been prepared in Finnish and English. In the event of any discrepancy between the Finnish and English versions, the Finnish version shall prevail.