

BILOT CONSULTING OY OPTION PLAN 2018

Bilot Consulting Oy's shareholders' meeting held on 8 June 2018 has decided to issue Options to the employees, consultants and management of Bilot Consulting Oy and its subsidiaries (if any) on the following terms and conditions:

DEFINITIONS

As used in this Plan the following terms will have the following meanings:

“Board“ means the Board of Directors of the Company.

“Company“ means Bilot Consulting Oy.

“Expiration Date“ means the last day of the Subscription Period.

“Option“ means an option to subscribe for Shares of the Company under the Plan.

“Stock Option Agreement“ means each agreement by and between the Company and any Participant containing certain stipulations on the Options such as the number of Options granted.

“Subscription Price“ means the price at which the Participant may subscribe for the Shares issuable upon exercise of the Options.

“Participant“ means a person who receives Options under this Plan.

“Plan“ means this Stock Option Plan 2018.

“Share“ or **“Shares“** means the new shares of the Company to be issued upon exercise of Options under this Plan.

“Subscription Period“ means the time period during which the Options are exercisable (i.e. subscriptions of Shares can be made) under this Plan and the Stock Option Agreement.

“Termination“ or **“Terminated“** means that the Participant has for any reason ceased to provide services as an employee, consultant or member of the management of the Company or a subsidiary of the Company. **“Termination Date“** means the date as of which the Board determines in good faith that a Participant has ceased to provide such services to the Company or its subsidiary.

1. Terms and conditions of the Options

1.1 Number of the Options

The maximum number of Options issued under this Plan shall be 945 giving entitlement to a maximum total subscription of 945 Shares in the company.

1.2 Issuance of the Options

The Options shall be issued to the Company's and its subsidiaries' current and future employees, consultants and management in accordance with the procedure determined by the Board.

The Board shall decide on the issuance of the Options to individual Participants.

The Options may be issued in derogation of the pre-emptive subscription rights of the existing shareholders of the Company, since the Options are meant as part of the Company's personnel commitment and incentive scheme, and can therefore be considered to have weighty economic reasons from the perspective of the Company.

The Company shall enter into a Stock Option Agreement with each Participant concerning the issuance of such Options.

1.3 Transfer of the Options

Unless otherwise approved by the Board, the Options will not be transferable by the Participant and may not be pledged or made subject to similar rights of third parties.

1.4 Subscription and payment of the Options

The Participant for whom the Board has decided to issue Options shall subscribe for the respective Options by entering with the Company into a Stock Option Agreement specifying the number of Options issued to the respective Participant.

The Options are issued free of charge to the Participants.

2. Terms and conditions of the share subscription

2.1 Right to subscribe for the Shares

Each Option shall entitle the Participant to subscribe for one (1) Share of the Company.

2.2 Subscription of Shares

2.2.1 Subscription Period

The Subscription Period for Shares under this Plan begins upon registration of this Plan with the Finnish Trade Register and expires on 31 December 2028. The Subscription Period for each Participant may be divided under the Stock Option Agreement into a special vesting schedule within the above mentioned time period, so that the Participant will not be entitled to subscribe for any or all of the Shares at the beginning of the Subscription Period until the Options have vested.

The Shares can be subscribed for at the Company's or its subsidiaries' headquarters or as otherwise permitted by the Board.

2.2.2 Payment for the Shares

Payment for the Shares shall be made upon subscription. Payment may be made in such form as permitted by the Board.

The Company's share capital shall not be increased as a result of the subscriptions of the Shares on the basis of the Options, but the entire Subscription Price shall be booked in the Company's invested free equity fund (in Finnish: *sijoitetun vapaan oman pääoman rahasto*).

2.2.3 Subscription Price

The Subscription Price of the Shares under the Options shall be EUR 300 each. The Subscription Price is set to be incentivizing for the Participant.

2.3 Rights pertaining to the Shares

The Shares shall give entitlement to dividends for the financial year during which they were subscribed and thereafter. The other rights pertaining to the Shares shall begin as soon as the respective Shares have been registered with the Finnish Trade Register.

2.4 Share issues, convertible loans, stock options and other special rights prior to the share subscription

If the Company issues new shares or convertible loans or stock options or any other special rights referred to in Chapter 10 of the Finnish Companies Act before the subscription of the Shares under this Plan, the said issue shall have no effect on the Options. Notwithstanding the aforesaid, should the Company issue new shares to its shareholders free of charge in the same proportion as they already own shares in the Company (a so-called share split) or should the Company combine the shares owned by its shareholders in the same proportion as they already own shares in the Company (a so-called reverse split), the Participant shall be treated equally with the shareholders by altering the number of Shares available for subscription under the Options in a manner determined by the Board.

2.5 Rights in certain special circumstances

Should the Company's assets be distributed in accordance with Chapter 13 Section 1 Sub-Section 1 of the Finnish Companies Act, the Participant shall be reserved an opportunity to exercise his/her/its Options to the extent that the Participant's Options are exercisable under this Plan and the Stock Option Agreement before such distribution, during a time period determined by the Board. Notwithstanding the aforesaid, should the distribution take place in the form of dividends (in Finnish: *osinko*), the Subscription Price shall be reduced by the amount considered reasonable by the Board.

Should the Company resolve to merge into 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 Participant shall before the merger or division be given the right to exercise his/her/its Options (to the extent that the Options are exercisable under this Plan and the Stock Option Agreement) within the period of time determined by the Board. After such date no subscription right shall exist. In the above situations the Participant has no right to require that the Company redeem the stock options from him/her/it for market value in accordance with the Finnish Companies Act.

Should the Company before the subscription of the Shares resolve to acquire its own shares or any rights referred to in Chapter 10 of the Finnish Companies Act by an offer made to all shareholders or holders of such rights, the Participant shall be made an equivalent offer to the extent that his/her/its Options are exercisable under this Plan and the Stock Option Agreement. In other cases the acquisition of the Company's own shares or any rights referred to in Chapter 10 of the Finnish Companies Act does not require the Company to take any action in relation to the Options.

In case, before the end of the Subscription Period, a situation arises when a shareholder possesses over 90% of the shares of the Company and therefore has the right and obligation to redeem the shares of the remaining shareholders as referred to in Chapter 18 Section 1 of the Finnish Companies Act, the Participant shall be entitled to exercise his/her/its Options to the extent that the Participant's Options are exercisable under this Plan and the Stock Option Agreement, within a period of time determined by the Board. Thereafter, no subscription rights exist.

3. Applicable law and dispute resolution

This Plan and the Stock Option Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this Plan or the Stock Option Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki.

4. Other provisions

The Board shall have the right to determine any technical changes to be made to the terms of this Plan to the extent allowed under the Finnish Companies Act.

The Board shall have the right to authorize the Company to enter into the Stock Option Agreements and derogate from the above terms to the extent allowed under the Finnish Companies Act.