

SOLTEQ PLC**TERMS AND CONDITIONS FOR SHARE ISSUE DIRECTED TO PERSONNEL**

Board of Directors' Decision on Share Issue

Based on the authorization given by the Annual General Meeting of Shareholders of Solteq Plc (the **Company**) on 16 March 2016, the Board of Directors of the Company (the **Board of Directors**) has on 21 November 2016 and on 5 December 2016 decided on a share issue in which the Company shall offer, in deviation from the shareholders' pre-emptive subscription rights, a maximum total of 500,000 new shares in the Company for subscription to the personnel of the Company and its subsidiaries (jointly, the **Group**) and to persons who have temporary agency employment with a company belonging to the Group (personnel and temporary agency employees jointly, the **Personnel**), in accordance with these terms and conditions (the **Share Issue**). The purpose of the Share Issue is to encourage the Personnel to acquire and own the Company's shares. The Board of Directors sees that the directed Share Issue is in the best interests of the Company and that there is a weighty financial reason for the Company for the deviation from the shareholders' pre-emptive subscription rights.

Subscription Right

A maximum total of 500,000 new shares shall be offered for subscription in the Share Issue. The Personnel shall have subscription rights in the Share Issue, to the extent decided by the Board of Directors. The subscription rights shall not be registered on book-entry accounts, and they shall not be transferrable to third parties. Each person entitled to subscription shall be allowed to make only one subscription in the Share Issue.

The minimum subscription is 100 shares.

The Board of Directors shall decide who has the right to subscribe for any shares that were potentially not subscribed in the Share Issue. The Board of Directors shall decide on procedures in case of oversubscription.

Subscription Period

The subscription period for new shares shall begin on 7 December 2016 at 9:00 am. and end on 22 December 2016 at 04:00 pm. The subscription shall be made during the subscription period electronically on the website or by returning the subscription form to the subscription place, in accordance with more detailed instructions given by the Company. The subscription place shall be the headquarters of the Company, Karhumäentie 3, FI-01530 Vantaa, and for electronic subscriptions, Alexander Corporate Finance Oy. Electronic subscriptions may be made by persons who have personal bank access codes issued by Finnish banks.

Subscription Price and Payment of Subscriptions

The share subscription prices shall be based on the trade volume weighted average quotation of the Company's share on Nasdaq Helsinki Ltd during 1–30 November 2016 and on two discounts of different size calculated from such quotation. The discount for the subscription of the first 600 shares

is 50 per cent from the prevailing share price. For shares subscribed after the first 600 shares, the discount shall be 10 per cent from the prevailing share price.

The subscription price shall be EUR 0.82 per share for the first 600 shares. The subscription price for shares subscribed after the first 600 shares shall be EUR 1.48 per share. The subscription price shall be credited to the reserve for the Company's invested unrestricted equity.

The subscription must be paid upon subscription. The Board of Directors shall have the right reject the subscription unless the payment of the subscription is not in the indicated bank account at the end of the subscription period.

Approval of Subscriptions

The Board of Directors shall decide on the approval of subscriptions and on the amount of the Share Issue after the close of the Subscription Period. Subscribers shall be informed of the approval of subscriptions in writing. The notice shall be sent by e-mail if the e-mail address is stated in the subscription form.

The Board of Directors may approve a subscription as such, reduce the size of the subscription or reject the subscription outright. The Board of Directors intends to approve the subscriptions so that instead of big individual subscriptions, small subscriptions shall primarily be favoured.

Transfer Restriction

A subscriber shall have no right to sell, otherwise transfer or pledge the subscribed shares to any third party prior to 1 January 2018. However, a subscriber shall have the right to pledge his or her shares as a guarantee for his or her personal loan raised to finance the share subscription. The subscriber must notify the Company about the pledge.

The Company shall have the right to apply for a transfer restriction preventing the transfer of shares, on a subscriber's book-entry account, without the consent of the subscriber.

Shareholder Rights

The new shares shall produce a right to dividends and other shareholder rights when the shares are fully paid and entered into the Trade Register.

The new shares shall produce the same rights as the Company's other shares from the time of their registration onwards. Each new share shall give entitlement to one vote in the General Meeting of Shareholders of the Company.

Registration of New Shares on Book-Entry Accounts

The new shares subscribed in the Share Issue shall be issued as book-entry units in the book-entry securities system kept by Euroclear Finland Ltd. The new shares shall be registered on the subscriber's personal book-entry account when they are fully paid and entered into the Trade Register. The shares shall be applied for public trading on Nasdaq Helsinki Ltd.

The Company's shares' trading code is STQ1V and ISIN code is FI0009007991.

Governing Law and Settlement of Disputes

This Share Issue shall be governed by Finnish law. Any disputes arising in respect of the Share Issue shall be resolved in a competent court in Finland.

Other Matters

The documents as referred to in Chapter 5 Section 21 of the Finnish Limited Liability Companies Act shall be available at the Company's headquarters.

The Company's Board of Directors shall decide upon other matters related to the issue of the new shares and to the Share Issue and for practical measures arising thereof.

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