

**ITEM 18 ON THE AGENDA OF THE GENERAL MEETING**

**PROPOSAL BY THE BOARD OF DIRECTORS REGARDING IMPLEMENTATION OF THE PERFORMANCE SHARE PLAN 2010—2012**

The Board of Directors proposes that the general meeting would decide on the implementation of a Performance Share Plan directed to the key personnel of the Technopolis Group in accordance with the attached terms.

The aim of the Plan is to combine the objectives of the shareholders and the key personnel in order to increase the value of the Company, to commit the key personnel to the Company, and to offer them a competitive reward plan based on holding the Company shares.

The Plan includes three earning periods which are calendar years 2010, 2011 and 2012. The Board of Directors of the Company will decide on the earnings criteria of each earning period and on targets to be established for them, during December of a calendar year preceding each earning period. The potential reward from the earning periods 2010, 2011 and 2012 will be paid to the key personnel as a combination of shares and cash payment in 2011, 2012 and 2013. Shares earned on the basis of the Plan, may not be assigned, during the 2.5-year restriction period.

The rewards to be paid on the basis of the Plan will correspond to the approximate value of a maximum total of 800,000 Technopolis Plc shares (including also the proportion to be paid in cash).

## TECHNOPOLIS PLC

### TERMS AND CONDITIONS FOR THE PERFORMANCE Share PLAN 2010–2012

The Board of Directors of Technopolis Plc (the Board of Directors) has at its meeting on 26 February 2009 resolved to propose to the Annual General Meeting of Shareholders of Technopolis Plc to be held on 26 March 2009 that a performance share plan (the Plan) be implemented on the following terms and conditions:

#### 1. Objectives of the Plan

The Plan shall be established to form part of the incentive and commitment program for the key personnel of Technopolis Plc (the Company) and its subsidiaries (jointly the Group). The aim is to combine the objectives of the shareholders and the key personnel in order to increase the value of the Company, to commit the key personnel to the Company, and to offer them a competitive reward plan based on holding the Company shares.

#### 2. Target Group

The Group key personnel determined by the Board of Directors shall belong to the target group of the Plan each year. All key employees belonging to the target group must, at the beginning of an earning period, be employed by or in the service of a company belonging to the Group (Group Company), until further notice. Belonging to the target group of the Plan does not affect other employment or service terms. The reward to be paid on the basis of the Plan shall not constitute a part of the terms and conditions of employment, service or compensation.

The Board of Directors may decide upon including new key employees in the Plan and upon their maximum rewards so that the amount of the maximum reward is in the equal proportion to the duration of the employment or service during an earning period.

#### 3. Earning Period

The Plan includes three earning periods which are calendar years 2010, 2011 and 2012. The amount of reward earned from an earning period shall be determined on the basis of achievement of the targets established for the earnings criteria, after the end of an earning period by the end of April. Should the Company's financial year change before the end of an earning period, the Board of Directors shall be entitled to alter an earning period accordingly.

#### 4. Maximum Reward

The Plan offers the target group a possibility to earn the Company's shares (share) as reward for achieving targets established for the earnings criteria of an earning period. Besides shares, a cash proportion is included in the reward. The cash proportion is intended to cover taxes and tax-related costs arising from the reward to a key person. The Company shall withhold payroll tax from the reward according to law and shall use the cash proportion for that.

The Board of Directors shall determine the amount of the maximum reward for each person belonging to the target group for an earning period. The maximum reward shall be expressed as a number of shares and cash payment. A person belonging to the target group shall be informed on his or her maximum reward as soon as the Board of Directors has decided upon it.

There shall be a maximum total of 390,000 shares and a cash payment that is needed for taxes and tax-related costs arising from the reward to the key personnel on the book-entry account registration date of the shares that shall be given as reward on the basis of the entire Plan. The amount of cash payment shall, however, correspond to the registration date value of the distributable shares, in the maximum. The registration date of shares has been determined in Section 6. Should the amount of taxes and tax-related costs arising from the reward to a key person exceed the amount of the cash proportion, a key person shall be responsible for paying such excess amount. The Company shall pay the transfer tax connected to the reward payment.

#### 5. Determination of the Reward

The Board of Directors shall decide on the earnings criteria of the Plan and on targets to be established for them individually for each earning period, during December of a calendar year preceding each earning period. Achieving the targets established for the earnings criteria shall determine the proportion out of the maximum reward that shall be paid to a key person.

The Board of Directors shall be entitled to adjust the targets established for the earnings criteria in case of substantial extraordinary events during an earning period. This kind of event may be an acquisition or a divestment, an incidental capital gain or loss or any other circumstance that could not be considered upon establishment of earnings criteria but that has a material impact on the achievement of targets established for the earnings criteria.

#### 6. Reward Payment

The reward from the Plan shall be paid to the key personnel as a combination of shares and cash payment after the end of an earning period, by the end of April 2011, 2012 and 2013.

The proportion of the reward to be given as shares shall be registered on the book-entry account of a key person. The value of shares shall be determined on the basis of the share price of the registration date of the shares. The share price shall be the trade volume weighted average quotation of the share on the NASDAQ OMX Helsinki Oy of the exchange transactions closed on the registration date of the shares. The proportion of the reward to be paid in cash shall be paid concurrently with the assignment of the shares or as soon as it is possible in each of the Group Companies and it shall be used for withholding payroll taxes of a key person according to law.

The right to reward is personal, and the reward shall only be paid to a key person belonging to the target group. The right to reward may not be assigned. Upon death, the potential reward shall be paid to the estate or beneficiary or heir of a key person.

#### 7. Shareholder Rights to the Assigned Shares and Restriction on the Assignability for the Shares

The shareholder rights to the shares registered on the book-entry accounts of the key personnel shall be assigned to the key personnel on the date of registration of the share transfer. Should the distributed shares be new, the share-related rights shall arise upon enter of the shares into the Trade Register.

Shares earned on the basis of the Plan, may not be assigned, pledged or otherwise exercised during the restriction period established for the shares (Restriction Period). Each restriction period shall begin from the reward payment and end on 30 June 2013 for the shares earned from the earning period 2010, on 30 June 2014 for the shares earned from the earning period 2011 and on 30 June 2015 for the shares earned from the earning period 2012. The restriction on the assignability also concerns potential shares and other quoted securities that have gratuitously been received on the basis of the shares earned from the Plan. The Board of Directors may, for very weighty reasons, permit the assignment of shares and securities also before such date.

Should shares be paid as reward, the President and CEO of the Company must hold 50% of the shares received on the basis of the Plan as long as his service as President and CEO continues and the members of the Executive Board of the Company must hold 50% of the shares received on the basis of the Plan for two (2) years after the end of each Restriction Period.

The Company shall be entitled to apply for a registration of a restriction on the assignability preventing the assignment of shares and other respective restrictions concerning the shares, on a key person's book-entry account, without the consent of a key person.

#### 8. Employment or Service Preconditions during an Earning Period

Should a Group Company or a key person give notice of termination or terminate an employment contract or a service contract of a key person, before the reward payment, no reward shall be paid to a key person. The Board of Directors may, however, in these cases decide upon a key person's right to the reward accrued by the end of employment or service.

Should a key person's employment or service in a Group Company end due to a corporate arrangement or transfer of business, or should a key person retire statutorily or die before the end of a earning period, the Board of Directors shall decide upon a key person's or his or her estate's or beneficiary's or heir's right to the reward accrued by the end of employment or service. Should a Group Company not belong to the Group any more, the proceedings shall be similar.

Should a key person's work assignments alter within the Group before the reward payment, the Board of Directors shall decide on a key person's right to the reward.

#### 9. Employment or Service Preconditions during the Restriction Period and Obligation to return Shares

Should a Group Company or a key person give notice of termination or terminate an employment contract or a service contract of a key person, during the Restriction Period, a key person shall be obliged to return the shares given as reward back to the Company or its assignee, gratuitously,

without delay. The returning obligation also concerns potential shares and other quoted securities that have gratuitously been received on the basis of the shares earned from the Plan. The Board of Directors may, however, in these cases, decide that a key person is entitled to keep the securities or a part of them, which are subject to the returning obligation.

In these cases, the Company shall have the right to request and get transferred such shares that are subject to the returning obligation from a key person's book-entry account to the Company's or its assignee's book-entry account, without the consent of a key person.

Should a key person retire statutorily or die during the Restriction Period, a key person or his or her estate or beneficiaries or heirs shall have the right to keep the received shares. The restriction on the assignability of the shares shall, however, be valid until the end of the Restriction Period, unless otherwise decided by the Board of Directors.

A key person shall be obliged to return also the cash proportion of the reward concerning the shares to be returned, without delay. As far as the cash proportion has been used for taxes and tax-related costs arising from the reward to a key person, a key person shall be obliged to return only a cash proportion corresponding to the amount of taxes and tax-related costs that shall potentially be refunded to a key person.

#### 10. Adjustments in Certain Special Cases

Should the Company, differing from the Company's normal practice, decide to distribute dividends or assets from reserves of unrestricted equity, or decide to reduce its share capital by distributing share capital to the shareholders, or decide to reduce its share premium fund by distributing funds from the share premium fund to the shareholders, after the beginning of an earning period and before the reward payment, the Board of Directors shall decide on the adjustment of the amount of the maximum reward so that the position of a key person corresponds to that of a shareholder.

Should the Company, after the beginning of an earning period and before the reward payment, decide on an issue of shares or an issue of stock options or other special rights entitling to shares so that the shareholders have pre-emptive subscription rights, the amount of the maximum reward shall be increased by multiplying the number of shares of the maximum reward by the share issue multiplier.

Should the Company, after the beginning of an earning period and before the reward payment, decide to merge with another company as a merging company or with a company to be formed in a combination merger, or should the Company decide to be demerged in its entirety, the amount of the maximum reward shall be adjusted so that the position of a key person corresponds to that of a shareholder.

Acquisition or redemption of the Company's own shares or acquisition of stock options or other special rights entitling to shares shall not affect the Plan.

Should a situation occur, after the beginning of an earning period and before the reward payment, where a shareholder, based on the Companies Act, has a redemption right and redemption obligation with respect to the rest of the outstanding shares, the maximum reward shall be converted into money by

multiplying the number of shares by the redemption price. In this event, the reward shall be paid fully in cash.

#### 11. Administration of the Plan

The Board of Directors shall monitor the Plan and decide on all matters relating thereto.

The Board of Directors may propose to the General Meeting of Shareholders that it grants the Board of Directors an authorisation required by the Companies Act to acquire the number of own shares required for the Plan, when needed. The Board of Directors may also propose to the General Meeting of Shareholders that it grants the Board of Directors an authorisation required by the Companies Act for an issue of shares, for the number of shares required for the Plan, when needed.

Upon reward payment, the Board of Directors shall have the right to decide that the Company pays the reward fully or partly in cash, on the basis of the trade volume weighted average quotation of the share on the NASDAQ OMX Helsinki Oy during the calendar month preceding the payment date. The Board of Directors shall have the right to obligate a key person to acquire shares with a maximum of 50% of the amount of the reward. Also in these cases, the restriction on the assignability in Section 7 and the returning obligation in Section 9 shall be applied to the reward, in the manner determined by the Board of Directors.

#### 12. Amendment of the Terms and Conditions of the Plan

During an earning period, the Board of Directors may, for very weighty reasons, amend the terms and conditions of the Plan. This kind of reason may e.g. be a considerable change in the Group structure, which causes discontinuity in the earnings criteria of an earning period and targets established for them, or a public offer made of the Company. The terms and conditions shall be amended in such a manner that no unjust enrichment or considerable defect shall occur to a key person, due to amending the terms and conditions.

#### 13. Applicable Law and Settlement of Disputes

These terms and conditions shall be governed by the laws of Finland. Disputes arising in relation to this Plan shall be finally settled by arbitration, in accordance with the Arbitration Rules of the Central Chamber of Commerce by one single arbitrator.

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