

## ARTICLES OF ASSOCIATION

### 1 § Name and domicile of the Company

The name of the Company is Gofore Oyj, in English Gofore Plc. The domicile of the Company is Tampere.

### 2 § Field of activity

The Company's field of activity includes consulting related to digitalisation and the service design, engineering, development and administration of digital services and information technology solutions. The Company acts as consultant to its client organisations with regard to digital transformation and creating a modern digital era corporate culture. The Company may also engage in selling cloud capacity and other software services via information networks and in exporting, importing and retailing of IT appliances. The Company may also own and administer securities and real estate properties and deal in them, and engage in real estate rental activity and in other legal business.

### 3 § Book-entry system for securities

The shares of the Company are included in the book-entry system for securities, when the registration period has ended.

### 4 § Board of Directors

The Company has a Board of Directors, which consists of no fewer than three (3) and no more than seven (7) members. The Board of Directors shall elect the Chairman from among its members for its term of office. The term of office of the board members shall end at the end of the first Annual General Meeting following the election.

### 5 § Chief Executive Officer

The Company may have a Chief Executive Officer. The Board of Directors of the Company shall decide on appointment and dismissal of the Chief Executive Officer.

### 6 § Right to represent the Company

In addition to the Board of Directors, the Chairman of the Board of Directors and the Chief Executive Officer, each alone, as well as two members of the Board of Directors together, have the right to represent the Company.

The Board of Directors may decide on granting the right to sign for the Company and on the Company's procuration.

### 7 § Accounting period

The Company's accounting period is a calendar year.

### 8 § Auditor

The Company shall have an Auditor, who shall be an auditing firm approved by the Patent and Registration Office.

The term of the Auditor ends at the end of the first Annual General Meeting following the election.

### 9 § Notice of the General Meeting

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The notice of the General Meeting shall be delivered to the shareholders at the earliest three (3) months and at the latest three (3) weeks prior to the General Meeting, however, at the latest nine (9) days before the record date of the General Meeting.

The notice shall be delivered to the shareholders by publishing the notice on the Company's website or by publishing the notice in at least one newspaper with nationwide circulation to be selected by the Board of Directors.

In order to exercise the right to speak and vote at the General Meeting, a shareholder must register with the Company as indicated in the notice of the meeting and no later than on the date mentioned in the notice of the meeting, which shall not be earlier than ten (10) days before the General Meeting.

In addition to the Company's domicile, General Meetings may be held in Helsinki.

### 10 § Annual General Meeting

The Annual General Meeting shall be held annually on the day set by the Board of Directors within six (6) months from the end of the accounting period.

The Annual General Meeting shall

be presented with

1. the Financial Statements;
2. the Auditor's Report;

decide on

3. the adoption of the Financial Statements, which in the parent company also encompasses the adoption of the consolidated financial statements;
4. the measures for which the profit or loss shown on the adopted balance sheet gives reason;
5. the discharge of the members of the Board of Directors and the Chief Executive Officer from liability;
6. the number of members of the Board of Directors;
7. the remuneration of the members of the Board of Directors and the Auditors;

elect

8. the members of the Board of Directors;
9. the Auditor, if necessary;

attend to

10. any other matters mentioned in the notice of the meeting.

### 11 § Consent clause

Obtaining of the shares of the Company by means of a transfer requires the consent of the Company. The decision on the consent shall be made by the Board of Directors of the Company, which shall notify the decision in writing to the applicant within one month from the delivery of the application to the Company.

### 12 § Redemption clause

If a share is transferred from any other party than the Company to any other transferee than the Company, the new owner shall notify the Board of Directors of the Company of the transfer without delay. The Company has the primary right and the shareholders have the secondary right to redeem the share on the following terms:

1. The right of redemption applies to all acquisitions. The right of redemption applies also to acquisitions between shareholders. In the event of the decease of a shareholder, the transfer of the shares to the decedent's estate shall be regarded as an acquisition entitling to redemption.

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2. If several shareholders wish to exercise their right of redemption, the shares shall be divided among the parties wishing to redeem the shares by the Board of Directors in proportion to the shares already owned by such parties. If the division of the shares does not come out even, the residual shares shall be divided among the parties wishing to redeem the shares by drawing lots.
3. The redemption price is the price verifiably agreed between the transferor and the transferee.
4. The transferor shall notify the Board of Directors of the acquisition of the share in writing within one week. The notification shall include the names of the transferor and the transferee, the time when the acquisition took place, the number and class of the transferred shares, the selling price or other consideration and other material terms of the acquisition.
5. The Board of Directors shall notify the shareholders of the transfer of the share within two (2) weeks from the notification of transfer and the Board of Directors shall announce at the same time whether the Company shall use its right of redemption. The notification shall be delivered in the same manner as the notice of the General Meeting. The notification shall include the redemption price and the date on which the claim for redemption has to be made at the latest.
6. The Company shall present its claim for redemption to the transferee of the share within four (4) weeks from the notification of transfer of the share to the Board of Directors. The shareholders shall present their claims for redemption to the Company within four (4) weeks from the notification of transfer of the share to the Board of Directors.
7. The redemption price shall be paid to the Board of Directors of the Company within two weeks from making the claim for redemption. If the redemption price has to be confirmed, the redemption price shall be paid to the Board of Directors of the Company within two weeks from the confirmation of the redemption price. The Board of Directors shall deposit the funds separate from the funds of the Company, and undertake to pay the redemption price to those entitled to it, and repay the redemption price for such shares that the party who had made the claim for redemption cannot redeem.
8. Any disputes concerning the right of redemption and the level of the redemption price shall be settled by arbitration pursuant to the Finnish Arbitration Act.