

## TERMS AND CONDITIONS FOR INCENTIVE CLIENTS

These terms and conditions are applied to various incentive programs managed by Evli Awards Management Oy ("EAM") for which a book-entry account and/or other necessary securities custody arrangement and the related client funds account at Evli Bank Plc ("Evli") are set up for the client ("Incentive Client"). If the Incentive Client's securities associated with the incentive program are in the custody of another account operator, only a cash trading client relationship will be established for the Incentive Client. The book-entry account and/or other necessary securities custody arrangement and the client funds account together or the cash trading client relationship established at Evli form the Client Account. In addition to these terms and conditions Evli's General Terms and Conditions of the Client Relationship that are valid at any given time are applied to the appropriate extent to the Client Account. The terms and conditions are available at the address [www.evli.com/clientinformation](http://www.evli.com/clientinformation). If there is a conflict between the Terms and Conditions for Incentive Clients and the Terms and Conditions of the Client Relationship referred to above, the Terms and Conditions for Incentive Clients will be applied.

### 1. Authorization concerning the opening of the Client Account and the key terms and conditions of the Client Account

The Incentive Client authorizes the employer company or EAM to open the Client Account required in order to join the employer company's incentive program.

The Client Account is opened according to the information provided in the incentive system by the employer company and Incentive Client.

No interest will be paid on the client funds account opened for the incentive client. Evli is entitled to close the Client Account immediately without a notice period if EAM or Evli judge that it is unnecessary from the perspective of the administration of the incentive program in question. Closing the Client Account as described above may be necessary, for example, when the incentive program in question ends or the employee's employment relationship with the employer company ends. No separate notification of closure of the Client Account will be sent to the Incentive Client.

If the Incentive Client's employment relationship with the employer company ends, the Incentive Client undertakes to liquidate and/or transfer all assets from the Client Account, and the Client Account will be closed immediately. If the Incentive Client has not liquidated and/or transferred assets from the Client Account within three months of the end of the Incentive Client's employment relationship despite having been encouraged to do so, Evli will have the right to sell all securities in the Client Account and transfer the assets to the bank account provided to Evli by the Incentive Client.

The Client Account is intended only for the administration of the employer company's incentive program in question and may not be used for any other purpose.

The Incentive Client is responsible for notifying EAM or Evli without undue delay of any changes to his/her contact details, country of residence, taxation status and other client information which may have an impact on the use of products and services. In addition, the employer company of the Incentive Client shall be entitled to inform EAM any and all updated information regarding the Incentive Client including information on the new bank account into which any transfer of funds from Evli is done.

### 2. Authorization regarding use of the Client Account

The Incentive Client authorizes Evli to use the Client Account for all transactions which are related to the incentive program in question and to credit the Client Account and debit from the Client Account all

the transaction prices, subscriptions, payments and fees which the employer company is not responsible for according to Evli's price list which is in force at any particular time.

The Incentive client authorizes Evli to register/transfer the employer company's shares or options ("Security") to the Client Account. The Incentive Client is aware that limitations regarding Securities, which are outlined in the terms and conditions of the incentive program in question, can be added to the incentive program.

The Incentive Client consents to the employer company applying for transfer restrictions or any other type of registration of Securities according to the regulations of the incentive program in question. The assignee of the transfer restriction is the employer company or another party designated at any time in the incentive program.

### **3. Authorization regarding mandates**

The Incentive Client authorizes the employer company or EAM to acquire the employer company's Securities with the amount of money stated by the employer company or EAM according to the rules of the incentive program in question.

The employer company or EAM have the right to determine the validity, price limits and other terms and conditions of the joint mandate related to the incentive program in question. The employer company and EAM may issue more than one single mandate. Evli may function as a counterparty in transactions related to Securities and the transactions can also be executed outside of the regulated markets or multilateral trading as OTC transactions.

### **4. Disclosure of Information**

The Incentive Client authorizes Evli to disclose to EAM, information related to the employer company or the Client Account defined by the employee company, such as information related to transactions, positions and cash balances.

The Incentive Client is aware that information related to the Client Account is disclosed between EAM and Evli for the purposes of administration of the incentive program.