

Binding Corporate Rules for Data Controller (BCR-C)

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1 Introduction and purpose of the BCR-C

Nokia respects privacy. Nokia's Data Controller Binding Corporate Rules ("**BCR-C**") set out Nokia's commitment to provide an adequate protection of Personal Data within Nokia in accordance with European Data Protection Law. The BCR-C govern the Processing of Personal Data within Nokia, where the Nokia Group Entity (as defined below) is the Data Controller of such Personal Data. Nokia also has Data Processor Binding Rules ("**BCR-P**") in place. The BCR-P govern the Processing of Personal Data within Nokia, where Customer acts as a Data Controller and a Nokia Group Entity is the Data Processor of such Personal Data.

The purpose of the BCR-C is to ensure that, whenever Personal Data is transferred from the European Economic Area to Third Countries, the Nokia Group Entity in the Third Country will conform to an adequate level of data privacy protection. The BCR-C will enable Nokia to consistently protect Personal Data globally.

The BCR-C are included in Nokia's Code of Conduct and thereby made binding on employees either directly or through implementation of the Code of Conduct according to country specific law.

2 Scope of the BCR-C

2.1 Introduction

The BCR-C apply to the Processing by Nokia as a Data Controller of Personal Data, where such Personal Data is transferred to a Nokia Group Entity in a Third Country. The BCR-C apply in relation to transfers between Nokia Group Entities acting as Data Controllers and to Nokia Group Entities acting as internal Data Processors. The BCR-C cover only Nokia Group Entities who have signed the BCR Intra-Group Agreement. For more information about Nokia Group Entities in the scope of the BCR-C, including the Third Countries where they are located and Personal Data may be transferred to, please refer to Appendix I. Each Nokia Group Entity shall be responsible for and able to demonstrate compliance with the BCR-C.

2.2 Data Subjects in scope of the BCR-C

The BCR-C cover the following Data Subjects: Nokia's current and former employees, job applicants, external temporary labor, business contacts (including of customers, vendors, other financial and commercial parties and public institutions), prospects and consumers.

2.3 Processing purposes and Personal Data in scope of the BCR-C

The Personal Data in scope includes Personal Data Processed for the following purposes: employment management (including recruitment, training and competence development and management), accounting and financial management, internal audits, security, procurement, logistics, sales, service provision, negotiations and concluding transactions with business partners, management and execution of customer projects, research and development, patent business,

relations with public institutions and organizations, communications, marketing and sales, as well as other purposes mandated by law or regulation.

While detailed information is available in Nokia's Privacy Notices posted on Nokia's website and intranet, below are examples of Personal Data Processing by a few Nokia business and corporate functions Processed in the context of the BCR-C:

2.3.1 Human Resources:

a. Main Locations:

Nokia Human Resources ("HR") Processes Personal Data in all countries where Nokia is established. The main HR databases and Personal Data Processing systems are located in Finland. Other significant locations where Personal Data is Processed are the US, Canada, China, India, Singapore, Malaysia, Hong Kong, UK, Spain, Italy, Poland, Hungary, Denmark and Switzerland.

b. Purposes of Personal Data Processing

Nokia HR Processes Personal Data for the following purposes: Human resources and employment management (e.g., candidate evaluation, recruitment, negotiation and execution of employment contracts, payroll and retirement benefits management, performance management, succession plans and salary and benefits reviews); organizational analysis and development, management reporting and acquisition and divestitures. For certain job roles and in certain locations, additional Personal Data can be Processed in accordance with local legislation during recruitment or employment-related background checks for risk management purposes. NokiaEDU, a department within Nokia HR that organizes and manages training activities, Processes Personal Data of employees and business partners for training, competence development, examination administration and management purposes.

c. Categories of Personal Data

Examples of categories of Personal Data used during Processing activities by Nokia HR:

- Basic identification data, e.g. names, nationality, job title, job code, contact information such as phone number, home address, e-mail addresses
- Payroll and retirement data, e.g. bank account numbers (IBAN, BIC), salary, benefits and other compensation information, travel details, national identification and social security numbers, family status, date of birth
- Other identifiers, e.g. Nokia employee numbers, national identification numbers, passport and national identification document numbers
- Recruitment-related data, e.g. contact details, date of birth, employment history, background checks, education, experience, employee profile, certificates, courses, professional references
- IT and workplace data, e.g. user accounts, user credentials, log files, photos, access keys
- Work performance related data, e.g. achievements, goals, measurements, development plans, certificates, learning

- Educational services data, e.g. contact information of internal and external customers contact information (i.e. names, address, e-mail address, employer organization, company ID, enrolment, training records and training results)
- Country-specific sensitive data such as gender, race, ethnic origin and religion (where legally mandated or allowed, for social security and benefits purposes)

2.3.2 Nokia products and services

a. Main locations:

Nokia Processes Personal Data in all countries where a Nokia Legal Entity or research center is present and/or is conducting business activities.

b. Purposes of Personal Data Processing

Nokia Processes Personal Data for the following purposes: Assessment and acceptance of a customer, conclusion and execution of agreements with a customer, and the settlement of payment transactions; development and improvement of products and/or services; performance of customer services; conclusion and execution of agreements with customers and business partners; relationship management and marketing. Nokia's research facilities Processes Personal Data in internal use cases related to research, testing, consulting, prototype development, machine learning, standardization, investigation, data analysis, as well as for negotiation and management of contracts with business partners, event management, project management.

c. Categories of Personal Data:

Examples of categories of Personal Data used during Processing activities by Nokia are: basic identification data, such as names and contacts, log data, telecommunication data, photos and video imaging, location, environment data, health-related data.

2.3.3 Other business purposes:

a. Main locations:

Nokia Processes Personal Data in all countries where a Nokia Legal Entity is present and/or is conducting business activities with business partners and consumers.

b. Purposes of Personal Data Processing

Nokia Processes Personal Data for the following purposes: business process execution, internal management and management reporting; health, safety, security and integrity, including the safeguarding of the security and integrity of the business sector in which Nokia operates; compliance with law; protecting vital interests of individuals.

c. Categories of Personal Data:

Examples of categories of Personal Data used during Processing activities by Nokia are: basic identification data, such as names, postal address, telephone numbers, e-mail address and other contact details, log data, telecommunication data.

3 Definitions

In the BCR-C, capitalized terms shall have the meanings ascribed to them below:

- **Adequacy Decision** means a formal decision made by the European Commission which recognises that a country provides an adequate and equivalent level of protection for Personal Data as the EEA does.
- **BCR Intra-Group Agreement** means an agreement between Nokia Group Entities on the commitment to ensure compliance with Nokia's BCR-C and BCR-P.
- **BCR-C** means Data Controller Binding Corporate Rules.
- **Code of Conduct** means the document available at <https://www.nokia.com/about-us/investors/corporate-governance/code-of-conduct/>.
- **Competent SA or Competent Supervisory Authority** means the Supervisory Authority competent for the Data Exporter(s) of the specific transfer.
- **Consent** of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.
- **Data Controller** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- **Data Exporter** means the Nokia Group Entity that transfers Personal Data under this BCR-C.
- **Data Importer** means the Nokia Group Entity in a Third Country that is the recipient of a transfer of Personal Data under this BCR-C.
- **Data Processor** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- **Data Protection Impact Assessment (DPIA)** means a review procedure to carry out and document an assessment of the impact of an envisaged IT-system or Processing on the protection of Personal Data and privacy rights. The DPIA will be performed prior to implementation of the envisaged IT-system or Processing and will regard the entire lifecycle management of Personal Data, from collection to processing to deletion. A DPIA contains a description of:
 - the relevant Nokia Group Entities and third parties responsible for the Processing;
 - the envisaged Processing;
 - the Processing Purposes for which Personal Data are Processed;
 - security measures;
 - data retention periods;
 - categories of recipients;
 - any transfers of Personal Data to Third Country, including suitable transfer mechanisms;

and an assessment of:

- the necessity and proportionality of the envisaged Processing;

- the risks to the privacy rights of Individuals including a description of mitigating (privacy-by-design and privacy-by-default) measures to minimize these risks; and
- the context of the Processing.
- **Data Subject** means an identified or identifiable natural person whose personal data is processed.
- **Disclosure Request** means a legally binding request for disclosure of (or direct access to) Personal Data from a law enforcement authority or state security body of a Third Country.
- **EEA** means the European Economic Area, consisting of the Member States of the European Union and those countries that have ratified the agreement on the European Economic Area and, for purposes of these BCR-C, Switzerland.
- **European Data Protection Law** means the GDPR and any subsequent European Union legislation amending these in so far as applicable, as well as provisions of mandatory law of an EEA country containing rules for the protection of individuals with regard to the Processing of Personal Data including security requirements for and the free movement of such Personal Data.
- **GDPO** means Nokia's Group Data Protection Officer.
- **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- **Lead SA or Lead Supervisory Authority** means the Supervisory Authority of Finland, the Data Protection Ombudsman.
- **Nokia** means Nokia Corporation and all Nokia Group Entities.
- **Nokia Corporation** means Nokia Oyj with address at Karakaari 7, FI-02610, Espoo, Finland registered with Finnish Patent and Registration Office under Business ID 0112038-9. Nokia Corporation is the parent company of all Nokia group entities.
- **Nokia Group Entity** means an entity which is directly or indirectly owned or controlled by Nokia Corporation or which is under the same direct or indirect ownership or control as Nokia Corporation. For these purposes, control shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such an entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
- **BCR-P** means Data Processor Binding Corporate Rules.
- **Personal Data** means any information relating to an identified or identifiable natural person (Data Subject) that is subject to European Data Protection Law (or was subject to European Data Protection Law prior to its transfer to a Nokia Group Entity outside the EEA); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- **Processing** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **Record of Processing Activities** means a record of Processing activities maintained in writing, including in electronic form, by Nokia that contains the following information:
 - a. the name and contact details of the Nokia Group Entity that is the Controller;
 - b. the Processing purposes;
 - c. the categories of Personal Data;
 - d. the categories of recipients to whom Personal Data have been disclosed;
 - e. where applicable, information about transfers of Personal Data to a Third Country;
 - f. where possible, the envisaged retention periods; and
 - g. where possible, a general description of the security measures.

Where a Nokia Group Entity acts as an internal Data Processor, the Records of Processing Activities shall:

 1. In addition include the name and contact details of the Nokia Group Entity that is the internal Data Processor; and
 2. Instead of b – d above, include the categories of Processing carried out on behalf of the Nokia Group Entity that is the Data Controller.
- **Special Categories of Personal Data** means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.
- **Supervisory Authority** or **SA** means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR.
- **Third Country** means a country that is not part of the EEA and for which the European Commission has not issued an Adequacy Decision.
- **Transfer Impact Assessment** means an assessment on whether, taking into account the specific circumstances of the transfer, the laws and practices of the Third Country of destination to which Personal Data are transferred, including those requiring the disclosure of Personal Data to public authorities or authorizing access by such authorities, prevent Nokia from fulfilling its obligations under this BCR-C. In assessing the laws and practices of the Third Country, Nokia shall take into account in particular:
 - the specific circumstances of the transfers, and any envisaged onward transfers within the same Third Country or to another Third Country, including:
 - o purposes for which the data are transferred and Processed (e.g. marketing, HR, storage, IT support);

- o types of entities involved in the Processing (the Data Importer and any further recipient of any onward transfers);
 - o sector in which the transfers occur;
 - o categories and format of the Personal Data transferred;
 - o location of the Processing including storage;
 - o transmission channels used.
- the laws and practices of the Third Country relevant in light of the circumstances of the transfers, including requirements to disclose Personal Data to public authorities or authorizing access by such authorities as well as the applicable limitations and safeguards. This also includes laws and practices providing for access to Personal Data during transit between the country of the Data Exporter and the Third Country;
- any relevant contractual, technical or organizational safeguards put into place to supplement the safeguards under this BCR-C, including measures applied during transmission and to the Processing of Personal Data in the Third Country.

4 Privacy safeguards during Personal Data Processing

Nokia conducts Personal Data Processing activities as a Data Controller for a number of specific and legitimate business purposes, in accordance with the law and its established privacy principles, as further described below.

4.1 Principles for Processing

Nokia's privacy principles, which stipulate general requirements, principles, and guidelines which Nokia Group Entities adhere to in Processing Personal Data, are as follows:

- **Accountable, fair and lawful collection and Processing:** Nokia Processes Personal Data honestly, ethically, with integrity, and always consistent with applicable European Data Protection Law. Nokia has in place accountable privacy compliance measures and Nokia monitors and enforces compliance with these principles.
- **Privacy by Design:** Privacy is a key consideration in the creation, delivery and support of Nokia's products and services. Appropriate technical and organizational measures are implemented to ensure the fulfilment of data protection principles and to facilitate compliance with privacy obligations.
- **Transparency, choice and individual participation:** Nokia provides appropriate privacy notices and information about collection and use of Personal Data. Nokia provides fair and reasonable choices for collection and use of Personal Data and allows Data Subjects, where appropriate, to access, update or delete their Personal Data.
- **Collection, purpose and storage limitation:** Nokia collects and Processes Personal Data for specified, explicit and legitimate purposes and does not further Process Personal Data in a manner that is incompatible with those purposes. Personal Data are kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are Processed unless there is a legal basis to store the Personal Data for longer periods.
- **Data management:** Nokia applies responsible data management practices to govern the Processing of Personal Data. Nokia ensures that Personal Data is Processed adequately; relevant and limited to what is necessary. Nokia ensures that Personal Data is accurate, and where necessary, kept up to date. Where Nokia becomes aware that Personal Data is inaccurate, Nokia will take every reasonable step to ensure that those Personal Data are erased or rectified without delay.
- **Limited disclosures:** Nokia does not disclose Personal Data to law enforcement or other governmental agencies unless required by law. Nokia limits disclosures of Personal Data to partners to what is described in privacy notices or to what has been authorized by Data Subjects.
- **Transfer Impact Assessment:** Nokia will perform a Transfer Impact Assessment prior to a transfer (or a set of transfers) of Personal Data under this BCR-C and maintain it for the duration of the transfer.

Where a Transfer Impact Assessment shows gap(s) in protection for Data Subjects under this BCR-C, Nokia will implement supplementary measures, such as contractual, technical or organizational safeguards, including measures applied during transmission and to the processing of the Personal Data in the country of destination to ensure compliance with the BCR-C. Supplementary measures are not required in relation to laws and practices applicable to the Data Importer that respect the essence of fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) GDPR.

Where (i) compliance with this BCR-C cannot be assured, (ii) no appropriate supplementary measures can be taken, or (iii) so instructed by the Competent Supervisory Authority, the transfer shall not take place or will be suspended.

Nokia will conduct and document the Transfer Impact Assessment with the involvement of Nokia Corporation and the Chief Privacy Officer and will notify the Data Exporter and Data Importer thereof. Nokia Corporation and the Chief Privacy Officer will make the Transfer Impact Assessment, including any applicable supplementary measures, available to (i) all Nokia Group Entities (so that the same supplementary measures are applied to the same types of transfers), and (ii) to the Competent Supervisory Authority upon request.

- **Security safeguards:** Nokia implements appropriate technical and organizational measures to protect Personal Data against unauthorized access, use, modification or loss. Nokia requires partners to apply appropriate and equivalent privacy and security safeguards. All Nokia Group Entities report Personal Data Breaches to Nokia Global Privacy Office and the Group Data Protection Officer without undue delay. Nokia Group Entities that act as internal Data Processors shall notify the relevant Nokia Group Entity that is the Data Controller of the affected Personal Data without undue delay upon becoming aware of the Personal Data Breach. Nokia shall notify the competent Supervisory Authority(s) of a Personal Data Breach without undue delay, and where feasible within 72 hours after becoming aware of it, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of Data Subjects. Where a Personal Data Breach is likely to result in a high risk to the rights and freedoms of Data Subjects, the Data Subjects affected will also be notified. Personal Data Breaches are documented, and the documentation shall include the facts related to the Personal Data Breach, its effects and the remedial action taken. The documentation will be made available to the Competent Supervisory Authorities upon request.

4.2 Legal basis for Processing Personal Data

Personal Data is Processed on the following grounds:

- Data Subject has given **Consent**
- Processing is necessary for the **performance of a contract** to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract
- Processing is necessary for compliance with a **legal obligation** to which the Data Controller is subject
- Processing is necessary in order to protect the **vital interests** of the Data Subject or another person
- Processing is necessary for the performance of a task carried out in the **public interest**
- Processing is necessary for the purposes of the **legitimate interests** pursued by the controller or by the third party, except where such are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

If Processing of Personal Data is based on Consent, the Data Subject has the right to withdraw Consent at any time. The withdrawal of Consent shall not affect the lawfulness of Processing prior to such withdrawal.

In principle, the Processing of Special Categories of Personal Data or Personal Data relating to criminal convictions and offences is prohibited. Where Special Categories of Personal Data are Processed, the Processing is based on the following grounds:

- Data Subject has given **explicit Consent**
- Processing relates to Special Categories of Personal Data which are **manifestly made public by the Data Subject**
- Processing is necessary for the **establishment, exercise or defense of legal claims** by Nokia
- Processing is necessary for the purpose of carrying out the **obligations and exercising specific rights of Nokia or of the Data Subject in the field of employment** and social security and social protection law
- Processing is necessary to protect the **vital interests** of the Data Subject or another person where the Data Subject is physically or legally incapable of giving Consent
- Processing is necessary for the **assessment of the working capacity** of the employee.

Personal Data relating to criminal convictions and offences may only be processed if authorized by EEA or Member State law.

5 Data Subject rights

5.1 Information Requirements

At the time when Personal Data are obtained, Nokia shall inform Data Subjects of the following information (e.g. through Nokia's privacy notices):

- i. the purposes for which their Personal Data are processed;
- ii. which Nokia Group Entity is responsible for the Processing as well as the contact information of the Nokia Chief Privacy Officer/GDPO;
- iii. the categories of third parties to which the Personal Data are disclosed (if any) and whether any third party is located in a country outside the EEA, and information on the Personal Data transfer mechanism as well as the means to get a copy thereof, or access thereto;
- iv. other information, e.g.:
 - a. the nature and categories of the Processed Personal Data;
 - b. the legal basis for the Processing of Personal Data and, if the processing is based on a legitimate interest, of the legitimate interest pursued;
 - c. the period for which the Personal Data will be stored or (if not possible) the criteria used to determine this period;
 - d. an overview of the rights of Data Subjects under this BCR-C and how these can be exercised, including the right to claim damages in accordance with Section 11, the right to file a complaint with a Supervisory Authority and the right to withdraw consent where Processing is based on consent;
 - e. the existence of automated decision making, as well as meaningful information about the logic involved and potential negative consequences thereof for the Data Subject;
 - f. the source of the Personal Data (where the Personal Data have not been obtained from the Data Subject), including whether the Personal Data came from a public source.

Where Personal Data have not been obtained directly from the Data Subject, Nokia shall, where applicable, provide the Data Subject with the information above:

- i. within a reasonable period after obtaining Personal Data but at the latest within one month, having regard to specific circumstances of the Personal Data processed;
- ii. if Personal Data are used for communication with the Data Subject, at the latest at the time of the first communication with the Data Subject;
- iii. if a disclosure to another recipient is envisaged, at the latest when Personal Data are first disclosed.

However, when Personal Data have not been obtained directly from the Data Subject, Nokia shall be exempted to provide such information where (i) the data subject already has the information; (ii) the provision of such information proves impossible or would involve a disproportionate effort; (iii) obtaining or disclosure is expressly laid down by Union or Member State law to which Nokia

is subject and which provides appropriate measures to protect the data subject's legitimate interests; or (iv) where the personal data must remain confidential subject to an obligation of professional secrecy.

5.2 Exceptions to Information Requirements

The requirements of Section 6.1 may be inapplicable if:

- i. Data Subjects already has the information as set out in Article 6.1;
- ii. it would be impossible or would involve a disproportionate effort to provide the information to Data Subjects, in which case Nokia will take additional measures to mitigate potential negative consequences for the Data Subject;
- iii. obtaining Personal Data is expressly laid down in applicable EEA or Member State law; or
- iv. the Personal Data must remain confidential subject to an obligation of professional secrecy regulated by applicable local law, including a statutory obligation of secrecy.

5.3 Right to access

Data Subjects have the right to request confirmation whether or not their Personal Data is Processed, request a copy thereof as well as request access to the information listed in Section 6.1.

5.4 Right to rectification, restriction or deletion

Where Personal Data are incorrect, incomplete, or not Processed in compliance with European Data Protection Law, the Data Subject has the right to have his or her Personal Data:

- i. rectified or completed, if such Personal Data is incorrect or incomplete, including by means of providing a supplementary statement;
- ii. deleted, if such Personal Data (a) is no longer necessary in relation to the purposes for which it was collected or otherwise Processed, (b) the Data Subject withdraws consent on which the Processing is based and there is no other legal basis for Processing, (c) the Data Subject objects to the Processing in accordance with Section 6.5, (d) the Personal Data is not Processed in compliance with European Data Protection Law or this BCR-C, (e) the Personal Data has to be erased for compliance with a legal obligation in Union or Member State law to which Nokia is subject, or (d) the Personal Data has been collected in relation to the offer of information society services; or
- iii. restricted from other Processing than storage, pending verification in case the accuracy of such Personal Data is contested or if the Data Subject objects to such Processing under Section 6.5, or where the Processing is unlawful or no longer needed, but the Data Subject prefers restriction to erasure of the Personal Data. Nokia will only Process the restricted Personal Data with the Data Subject's consent or as permitted by European Data Protection Law. Nokia will inform the Data Subject before the restriction is lifted.

Nokia shall communicate any rectification, deletion or restriction in accordance with the rights in sub (i)-(iii) above, to any third party to whom the relevant Personal Data has been disclosed, unless this proves impossible or involves disproportionate effort. Nokia will inform the Data Subject about those recipients upon request.

5.5 Right to Object

The Data Subject has the right to object, at any time, to the Processing of his or her Personal Data which is used for marketing purposes or leads Nokia to take decision based solely on automated processing, including profiling, which produces legal effects concerning the Data Subject or similarly significantly affects him or her and based on the following grounds:

- a. where Processing is based on a legitimate interest, unless Nokia can demonstrate a prevailing legitimate ground for the Processing which overrides the interests, rights and freedoms of the Data Subject or for the establishment, exercise or defence of legal claims;
- b. where Processing is based on the performance of a task carried out in the public interest or in the exercise of official authority vested in Nokia;

If the Data Subject objects to Processing for direct marketing purposes, the Personal Data is no longer processed for such purposes.

5.6 Restrictions to the rights of Data Subjects

The rights of Data Subjects set out in this Section 6 are subject to any restrictions provided under European Data Protection Law and EEA law. Depending on the relevant right of the Data Subject, restrictions may be available in cases where:

- i. the Processing is required or allowed for the performance of a task carried out to comply with a legal obligation of Nokia;
- ii. the Processing is required by or allowed for a task carried out in the public interest, including in the area of public health and for archiving, scientific or historical research or statistical purposes;
- iii. the Processing is necessary for exercising the right of freedom of expression and information;
- iv. the Processing is necessary for dispute resolution purposes;
- v. the exercise of the rights by the Data Subject adversely affects the rights and freedoms of Nokia or others; or
- vi. a specific restriction of the rights of Data Subjects applies under applicable EEA or Member State law.

The right of access set out in Section 6.3 can only be denied under the circumstances listed in items (iv), (v), and (vi) above.

Data Subjects may exercise their rights by contacting Nokia. Nokia might need to request specific information from Data Subjects, for example to confirm their identity. This is an appropriate security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it.

5.7 Automated decision-making

Data Subjects have the right not to be subject to a decision based solely on automated decision-making, including profiling, which produces legal or similar significant effects on them. This restriction does not apply if:

- i. the use of automated decision making is authorized by EEA law;
- ii. the decision is necessary for purposes of (a) entering into or performing a contract between the Data Subject and Nokia or (b) managing the contract between the Data Subject and Nokia, provided the underlying request leading to a decision by Nokia was made by the Data Subject (e.g. where automated decision making is used to filter promotional game submissions); or
- iii. the decision is made based on the explicit consent of the Data Subject.

Nokia will only Process Special Categories of Personal Data for automated decision-making purposes with the Data Subject's explicit consent or, where allowed or required by applicable EEA or Member State law, for reasons of public interest.

Items (ii) and (iii) only apply if suitable measures are taken to safeguard the legitimate interests and the rights and freedoms of the Data Subject, including at least the right for the Data Subject to obtain human intervention and to express his or her point of view.

6 Internal complaint handling process

Nokia Global Privacy Office, led by the Chief Privacy Officer, has in place a centralized procedure to manage complaints, privacy incidents and requests, including:

- **Incident response management procedures** that ensure appropriate treatment and documentation of suspected and reported privacy incidents, including data breaches. All Nokia Group Entities report Personal Data Breaches to Nokia Global Privacy Office and the Group Data Protection Officer without undue delay. Nokia Group Entities that act as internal Data Processors shall notify the relevant Nokia Group Entity that is the Data Controller of the affected Personal Data without undue delay upon becoming aware of the Personal Data Breach. Nokia shall notify the appropriate Supervisory Authority(s) of a Personal Data Breach without undue delay, and where feasible within 72 hours after becoming aware of it, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of Data Subjects. Where a Personal Data Breach is likely to result in a high risk to the rights and freedoms of Data Subjects, the Data Subjects affected will also be notified. Personal Data Breaches are documented, and the documentation shall include the facts related to the Personal Data Breach, its effects and the remedial action taken. The documentation will be made available to the Competent Supervisory Authorities upon request.
- **Authority request procedures** that ensure authority requests for Personal Data and privacy-related requests from Supervisory Authorities or other competent authorities are responded to appropriately

- **Data subject access and complaints procedures** that ensure that Data Subjects are able to (i) exercise their privacy rights, including to request correction, to update or access their Personal Data, to have unnecessary Personal Data deleted and to bring privacy issues to Nokia's attention and (ii) to lodge a complaint about any Nokia Group Entity or Nokia Corporation they believe is not complying with the BCR-C.

Data Subjects can exercise their rights and file a complaint against Nokia Group Entity that is not Processing data according to the applicable legislation or in accordance with these BCR-C.

Data Subjects can reach Nokia Global Privacy Office by visiting <https://www.nokia.com/privacy> where a request or complaint can be launched, or by contacting us via the contact details provided in Section 16. An individual can also contact Nokia Global Privacy Office via this link [Nokia Privacy Request Form](#) on Nokia.com. In countries where legal entities are obliged to nominate a local DPO, individuals can also contact the local DPO.

Nokia shall use reasonable efforts to resolve complaints and to respond to requests without undue delay so that a response is given to the Data Subject within one month of the date that the complaint was filed or the request received. This period may be extended by two further months where necessary, taking into account the complexity and number of requests, and the Data Subject shall be informed accordingly.

Furthermore, the Data Subject shall be informed about the consequences of approval and rejection of the complaint or request, as well as consequences of the Data Subject not being satisfied by the reply received, such as the right to lodge a claim before the relevant courts and/or data protection authorities.

7 Relationship with Data Processors and Data Controllers

7.1 Members of Nokia

Nokia Group Entities, employees and external workforce must comply with Nokia BCRs, Nokia policies as well as local instructions regarding the protection of Personal Data. Failure to do so may result in disciplinary action, up to and including termination of employment, and/or civil and criminal liability. BCR-C are made binding on Nokia Group entities via an intra-group agreement.

7.2 Data Controllers

Internal and external Data Processors and Sub-Processors may only Process Personal Data if the Data Processor has a binding contract with Nokia. The contract shall comply with the requirements of European Data Protection Law and in any case include provisions requiring the Data Processor to:

- a. only Process Personal Data in accordance with Nokia's documented instructions;
- b. keep Personal Data confidential and impose confidentiality obligations on its staff;

- c. take appropriate technical, physical, and organizational security measures to protect Personal Data;
- d. not engage Sub-Processors without the prior specific or general authorization of Nokia and only on the basis of a contract that provides for a level of data protection no less protective than the obligations as set out in the contract between Nokia and the Data Processor;
- e. comply with appropriate restrictions on data transfers, including cross-border transfers and transfers to Sub-Processors;
- f. allow for audits and inspections as required by law;
- g. provide assistance to Nokia to enable its compliance with European Data Protection Law and the BCR-C;
- h. promptly inform Nokia of a Personal Data Breach; and
- i. upon termination of the contract, return Personal Data to Nokia or securely delete the Personal Data, except to the extent the contract or EEA law provides otherwise.

7.3 Onward transfers outside the EEA

Personal Data may be transferred to external Data Controllers and Data Processors in Third Countries if:

- a. this takes place in accordance with a recognized compliance standard for the lawful transfer of Personal Data under European Data Protection Law;
- b. a derogation for specific situations applies, such as when the transfer is necessary for the performance or management of a contract with the Data Subject, or for taking necessary steps at the request of the Data Subject prior to entering into a contract, or the transfer is otherwise subject to an applicable derogation under European Data Protection Law (e.g., necessary to protect a vital interest of the Data Subject, necessary for the establishment, exercise, or defense of a legal claim, etc.); or
- c. the Data Subject has given his or her explicit consent to the transfer after having been informed of the possible risks of such transfers in case of an absence of a transfer mechanism under (a) and no other available derogation under (b).

Items (b) and (c) require the prior consultation of the GDPO.

Prior to a transfer of Personal Data under (a), Nokia will conduct a Transfer Impact Assessment in accordance with Section 4.1.

8 Third-party beneficiary rights

8.1 Third-party representation and third-party beneficiary clause and modalities

Data Subjects are encouraged to, but not required to, first follow the internal complaint procedure before filing any complaint or claim with the competent Supervisory Authority or courts. Data Subjects shall have the right to a judicial remedy for a violation of the BCR-C with respect to the

Processing of Personal Data of a Data Subject covered by these BCR-C. The scope of those rights is described in Section 11.2.

Any Data Subject, who has suffered damage as a result of a violation of these BCR-C in accordance with Section 11.2, is entitled to receive compensation for the material and immaterial damage suffered to the extent provided by applicable EEA law.

Data Subjects may be represented by a not-for-profit body, organization, or association under the conditions set out in European Data Protection Law.

Data Subjects can choose to lodge a complaint with a competent Supervisory Authority and before the competent courts of the EU Member States. Data Subjects have the choice to lodge the complaint before the Supervisory Authority in the Member State of their habitual residence, place of work or place of the alleged infringement, and before the courts of the EU Member States where the Data Controller or internal Data Processor has an establishment or where Data Subjects have their habitual residence.

Data Subjects may exercise their rights by contacting Nokia Global Privacy Office by email at privacy@nokia.com (as further detailed in Section 7) or use the contact channel provided on Nokia's homepage <https://www.nokia.com/contact-us/>, as referenced in Section 16 herein.

8.2 List of third-party beneficiary rights

Data Subjects are granted the right to enforce the following elements of the BCR-C:

- Data protection principles, including transparency and easy access to BCR-C (Section 4 and 14)
- Safeguards for onward transfers (Section 8.3)
- The Data Subject rights (Section 6), including:
 - the right to withdraw Consent (Section 4.2)
 - the right to enforce certain elements of the BCR-C as third-party beneficiaries (Section 11 and 12);
 - the right to file a complaint to the national Supervisory Authority in the EU/EEA or the competent court (Section 11.1)
 - the right to file a complaint through the internal complaint mechanism (Section 7)
- Local national law preventing the respect of BCR (Section 15)
- Nokia's cooperation duties with Supervisory Authorities insofar such cooperation relates to compliance obligations in relation to the elements included in this Section 11.2 (Section 13)
- Liability provisions (Section 12)

These rights do not extend to those elements of the BCR pertaining to internal mechanisms implemented within Nokia legal entities such as detail of training (Section 9), audit program (Section 10), compliance network (Section 5), and the mechanism for updating of the rules (Section 14).

Data Subjects shall have the right to be informed of their third-party beneficiary rights described herein and the means to exercise their rights, as well as of Nokia's liability towards Data Subjects,

as referenced in Section 12 herein. Data Subjects shall be provided with all needed information to exercise their rights. Where Data Subjects are informed, also the means how to exercise their rights shall be mentioned.

The BCR-C will be publicly available on Nokia's website at all times, as referenced in Section 17. Data Subjects also have a right to receive a copy of the BCR-C upon request.

9 Liability

Nokia Corporation accepts responsibility for and agrees to take the necessary action to remedy the acts of Nokia Group Entities established outside of the EEA and to pay compensation for any damages incurred, resulting from the violation of the BCR-C by Nokia Group Entities.

Nokia Corporation also accepts that if a Nokia Group Entity outside of the EEA violates the BCR-C, the courts or other competent authorities in the EEA will have jurisdiction, and the Data Subject will have the rights and remedies against Nokia Corporation as described in Sections 6 and 11. The primary liability towards authorities, courts and Data Subjects in the EEA lies with Nokia Corporation, to remedy the acts and pay penalties and compensation for any material or immaterial damages resulting from the violation of the BCR-C by a Nokia Group Entity outside the EEA, to the extent provided by applicable law of the relevant EEA country.

To bring a claim for damages, the Data Subject must demonstrate that he or she has suffered damages and establish facts which show it is likely that the damage has occurred because of a violation of this BCR-C. If Nokia Corporation can prove that no breach took place or the Nokia Group Entity or a third party Subprocessor located outside the EEA is not responsible for the event giving rise to the damage, it may discharge itself from liability.

10 Co-operation with Supervisory Authorities

Nokia has a duty to cooperate with the Competent Supervisory Authority and, upon request, provide such authority with any information about the processing. Accordingly, Nokia commits to the cooperation and Nokia will respond to requests for information and co-operate with Competent Supervisory Authorities. Nokia will take into account the advice given, and will abide by any legally binding decisions, of the Competent Supervisory Authorities on any issues related to the BCR-C. Any dispute related to the Competent Supervisory Authority's exercise of supervision of compliance with the BCR-C will be resolved by the courts of the Member State of that Supervisory Authority, in accordance with that Member State's procedural law. The BCR members agree to submit themselves to the jurisdiction of these courts.

11 Changes to the BCR-C

Nokia Corporate Legal is responsible for updating the list of the Nokia Group Entities. Nokia Global Privacy Office

- has access to the updates of the list and keeps track of and records any updates to the list of Nokia Group entities participating to the BCR-C.
- provides necessary information to the Data Subjects or the Competent Supervisory Authorities on request.
- reports non-material changes to the BCR-C or to the list of Nokia Group Entities once a year to the Lead Supervisory Authority with a brief explanation of the reasons justifying the update, and notifies the Lead Supervisory Authority if there are no changes
- promptly informs all Nokia Group Entities about the changes to the BCR-C, including to the list of Nokia Group Entities.

No transfer of Personal Data can be made under the BCR-C from the EEA to a new Nokia Group Entity until the Data Exporter has made sure that the new entity is effectively bound by the BCR-C and can thus ensure compliance.

Nokia reserves the right to modify the BCR-C in case it is necessary to comply with changes in law, Nokia's amended practices or requirements imposed by Supervisory Authorities.

Where a modification would be detrimental to the level of protection offered by the BCR-Cs or significantly affect the BCR-Cs (i.e. changes in the bindingness), these must be communicated to the Lead Supervisory Authority in advance with a brief explanation of the reasons for the modification.

Nokia will update the list of Nokia Group Entities in the scope of the BCR-C regularly and will keep a fully updated list of the BCR-C members on its website (available [here](#)).

12 Conflict rules

12.1 Conflict between local laws and BCR-C

If and insofar as local legislation requires a higher level of protection for Personal Data, it will take precedence over the BCR-C. In any event, Personal Data shall be Processed in accordance with the applicable local law.

Each Nokia Group Entity shall monitor its local laws and practices and, if it becomes aware that it is unable to comply with this BCR-C, including if it is or has become subject to laws or practices (including Disclosure Requests) that prevent it from complying with this BCR-C or that have a substantial effect on the protection offered by this BCR-C (including any Transfer Impact Assessments performed thereunder), the relevant Nokia Group Entity shall promptly inform the Data Exporter. Upon verification of such a notification, or if the Data Exporter otherwise has reason to believe that a Nokia Group Entity can no longer fulfil its obligations under this BCR-C, the Data Exporter and Nokia Corporation shall determine – in consultation with the relevant Group Entity and the Nokia Chief Privacy Officer – how to ensure compliance with these BCR-C and resolve the

conflict, including by implementing additional appropriate supplementary measures in accordance with Section 4.1 under “Transfer Impact Assessment”. The Chief Privacy Officer may seek the advice of the Lead Supervisory Authority or another competent public authority.

Laws and practices that respect the essence of the fundamental rights and freedoms, and do not exceed what is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of the GDPR, are not considered to prevent Nokia from complying with this BCR-C or to have a substantial effect on the protection offered by this BCR-C.

The Data Exporter will monitor, on an ongoing basis, and where appropriate in collaboration with the Data Importer, developments in the Third Country that could affect the initial Transfer Impact Assessment performed under Section 4.1.

12.2 Consequences of a Termination of Transfer

The Data Importer shall – at the Data Exporter’s option – immediately return or delete Personal Data that were received under this BCR-C (including any copies thereof), and certify to the Data Exporter that it has done so, where: (i) the transfer has been suspended in accordance with Section 4.1 for a period longer than one month, (ii) the Data Importer is in substantial or persistent breach of this BCR-C, (iii) the Data Importer fails to comply with a binding decision of a Competent SA or court, or (iv) the Data Importer ceases to be bound by this BCR-C. If local laws applicable to the Data Importer prevent the return or deletion of Personal Data, the Data Importer will only process the Personal Data to the extent and for as long as required under that local law. Until the Personal Data are deleted or returned, the Data Importer will continue to ensure compliance with this BCR-C.

12.3 Disclosure Requests

Subject to the following paragraph, the Data Importer shall promptly inform the Data Exporter and, where possible, the affected Data Subject (if necessary with the help of the Data Exporter), if Nokia receives a Disclosure Request (including where Nokia becomes aware of any direct access by public authorities in Third Countries to Personal Data transferred pursuant to this BCR-C). Notifications of a Disclosure Request shall include information about the Personal Data requested, the requesting authority, the legal basis for the disclosure and the provided response. In case of direct access to Personal Data by a public authority in the Destination Country, the notification will include all information available to the Data Importer.

Nokia will assess the legality of a Disclosure Request, in particular whether it remains within the powers granted to the requesting authority. Nokia will challenge Disclosure Requests that it considers unlawful under the laws of the Third Country, applicable obligations under international law, or principles of international comity, and under the same conditions shall pursue possibilities to appeal. When challenging a Disclosure Request, Nokia shall seek interim measures with a view to suspending the effects of the Disclosure Request until the competent judicial authority has decided on its merits. Nokia shall not disclose the Personal Data requested until required to do so under the applicable procedural rules and will only provide the Personal Data that are strictly necessary when complying with a Disclosure Request, based on a reasonable interpretation

thereof. Nokia will document this assessment and provide it to the Data Exporter and, upon request, to a Competent Supervisory Authority.

If notification of a Disclosure Request is prohibited, such as in case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, Nokia will inform the Data Exporter to the maximum extent permitted by applicable law, and will use its best efforts to request the relevant authority to waive this prohibition, will document these efforts, and demonstrate them upon request to the Data Exporter. Nokia will at regular intervals provide the Data Exporter with as much relevant information as possible on the requests received (such as the number of requests, type of Personal Data requested, requesting authority, whether requests have been challenged and the outcome of such challenges). This information will be preserved and provided to the Competent Supervisory Authority upon request.

Nokia will provide the minimum amount of information permissible when responding to a Disclosure Request. In any event, any disclosures by Nokia of Personal Data in response to a Disclosure Request will not be massive, disproportionate or indiscriminate in a manner that would go beyond what is necessary in a democratic society.

13 Contact

Email: privacy@nokia.com

Address:

Nokia Corporation c/o Privacy

P.O Box 226

FI-00045 NOKIA GROUP FINLAND

Easy Access

A public version of the BCR-C shall be available on the Nokia public website as well as on the Nokia Intranet. The public version will include Sections 1 – 4, 6 – 8, 11 – 17.

Change history

The version in force is the 1st version approved by the Finnish Data Protection Ombudsman on the 15th of April 2025.

Appendix I: List of Nokia Group Entities Bound by the BCRs

1. NOKIA GROUP entities located within the EEA

Name	Jurisdiction Of Incorporation	Company Number	Full Address
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Nokia Solutions and Networks Holding Österreich GmbH	Austria	FN286757 b	10, Leonard-Bernstein-Straße, Vienna, 1220, Austria
Nokia Solutions and Networks Österreich GmbH	Austria	FN 286570 b	Leonard-Bernstein-Straße 10, 1220 Wien
Nokia Bell NV	Belgium	BE 0404.621.642	Copernicuslaan 50, ANTWERPEN, B-2018, Belgium
Nokia Solutions and Networks EOOD	Bulgaria	175157244	2 Donka Ushlinova Street, office building 3, floor 1, office 312, Vitosha District, multifunctional complex Garitage park, Sofia, 1766, Bulgaria
Nokia Solutions and Networks d.o.o.	Croatia	MBS: 080652675	Radnicka cesta 177, 10 000 Zagreb, Croatia
Nokia Solutions and Networks Czech Republic, s.r.o.	Czech Republic	ID number: 276 06 074	Karolinska 654/2, Prague 8, Karlín, Prague, 18600, Czech Republic
Nokia Denmark A/S	Denmark	13680531	Ørestads Boulevard 73, COPENHAGEN S, DK-2300, Denmark
Nokia Solutions and Networks OÜ	Estonia	11326644	4, Hallivanamehe, Tallinn, 11317, Estonia
Comptel Communications Oy	Finland	1635211-5	Karakaari 7, ESPOO, 02610, Finland
Comptel Oy	Finland	0621455-2	Karakaari 7, ESPOO, 02610, Finland
Nokia Innovations Oy	Finland	2102144-1	Karakaari 7, ESPOO, 02610, Finland
Nokia Investments Oy	Finland	2068199-0	Karakaari 7, ESPOO, 02610, Finland
Nokia Solutions and Networks Asset Management Oy	Finland	2060001-1	Karakaari 7, ESPOO, 02610, Finland
Nokia Solutions and Networks Branch Operations Oy	Finland	0693536-8	Karakaari 7, ESPOO, 02610, Finland
Nokia Solutions and Networks Oy	Finland	2058430-6	Karakaari 7, ESPOO, 02610, Finland
Nokia Technologies Oy	Finland	2655044-9	Karakaari 7, ESPOO, 02610, Finland
Nokia Teknologia Oy	Finland	0866533-0	Karakaari 7, ESPOO, 02610, Finland

Alcatel Lucent	France	542 019 096 R.C.S. Evry	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Alcatel-Lucent Participations	France	333 150 043 RCS EVRY	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Camilec	France	487 631 186 00045 RCS EVRY	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Evolium	France	432 941 144 00060 RCS EVRY	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Nokia Networks France	France	493 378 939 RCS EVRY	12 Rue Jean Bart, Massy, 91300, France
Alcatel SEL Unterstützungs GmbH	Germany	Stuttgart HRB 15792	Magirusstraße 8, Stuttgart, 70469, Germany
Nokia Asset Verwaltungsgesellschaft mbH	Germany	HRB 70197	Carl Theodor Str. 6, Düsseldorf, 40213, Germany
Nokia Solutions and Networks GmbH & Co. KG	Germany	HRA 88537	Werinherstr. 91, Munich, 81541, Germany
Nokia Solutions and Networks International Holding GmbH	Germany	HRB 164632	Werinherstr. 91, Munich, 81541, Germany
Nokia Solutions and Networks Management GmbH	Germany	HRB163416	Werinherstr. 91, Munich, 81541, Germany
Nokia Technology GmbH	Germany	HRB 7074	Carl Theodor Str. 6, Düsseldorf, 40213, Germany
Nokia Unterstützungsgesellschaft GmbH	Germany	HRB 7096	Carl Theodor Str. 6, Düsseldorf, 40213, Germany
Nokia Solutions and Networks Hellas Single Member S.A.	Greece	38547/01AT/B/97/202; GEMI No. 002569301000	15 A. Metaxa str., Nea Kifisia, Athens, 14564, Greece
Nokia Solutions and Networks Kft.	Hungary	Cg. 01-09-875759	Bókay János utca 36-42, Budapest, 1083, Hungary
Nokia Solutions and Networks TraffiCOM Kft.	Hungary	Cg. 01-09-567072	Bókay János utca 36-42, BUDAPEST, H-1083, Hungary

Nokatus Insurance Company Designated Activity Company (DAC)	Ireland	384719	The Metropolitan Building, 3F, James Joyce Street, Dublin, 1, Ireland
Nokia Ireland Limited	Ireland	85214	Suite 3, One Earlsfort Centre, Lower Hatch Street, Dublin 2, Ireland
Nokia Solutions and Networks Italia S.p.A.	Italy	5679490960	Piazzale Biancamano 8 Milano (20121) - Italia
Nokia Solutions and Networks S.p.A.	Italy	1749138	8, Piazzalle Biancamano, Milano, 20121, Italy
Nokia Solutions and Networks SIA	Latvia	40003882947	Gustava Zemgala gatve 76, Rīga, LV-1039, Latvia
UAB Nokia Solutions and Networks	Lithuania	300629882	Svitrigailos g. 11M, Vilnius, LT-03228, Lithuania
Alcatel-Lucent RT International B.V.	Netherlands	27365889	Antareslaan 1, HOOFFDORP, 2132JE, Netherlands
Nokia Solutions and Networks B.V.	Netherlands	34259706	1, Antareslaan, Hoofddorp, 2132JE, Netherlands
Nokia Solutions and Networks Norge AS	Norway	990618976	Martin Lingesvei 25, 1364 Fornebu, Norway
Nokia Solutions and Networks Sp. z.o.o	Poland	265262	Ul. Rodziny Hiszpanskich 8, Warsaw, 02-685, Poland
Alcatel-Lucent Portugal, S.A.	Portugal	500276862	Edifício Conhecimento, Estrado do Seminário, no. 4, 2610-171 Alfragide
Nokia Solutions and Networks Portugal S.A.	Portugal	NIF:507834763	Edifício Conhecimento, Estrada do Seminário, no 4, Alfragide, 2610-171 Amadora.
Nokia Networks S.R.L.	Romania	J35/3345/31/10/1991	Republicii Boulevard 21, Bega Business Center, 7th floor, Timisoara, 300159, Romania
Nokia Slovakia, a.s.	Slovakia	00 634 794	Prievozska 4/A, BRATISLAVA, 821 09, Slovakia
Nokia Solutions and Networks, telekomunikacijske resitve, d.o.o.	Slovenia	2237911000	Dunajska cesta 167, 1000 Ljubljana, Slovenia
Nokia Spain, S.A.	Spain	M/28875	Maria Tubau, 9, MADRID, 28050, Spain
Nokia Solutions and Networks AB	Sweden	556710-6181	Knarrarnäs gatan 7, Kista, 16440, Sweden

2. NOKIA GROUP entities located outside the EEA

Name	Jurisdiction Of Incorporation	Company Number	Full Address
Nokia Algeria Sarl	Algeria	07B0974543	Quartier Pins Maritimes la tour du centre d'affaires d'Algérie, Algeria Business Center, 11e Étage Locaux 1101, 1102, 1111, El Mohammadia, wilaya d'Alger, Algiers, 16000
Nokia Solutions and Networks Argentina S.A.	Argentina	N 12.305 book 36 sociedades anonimas	Avda, Caseros 3039 - 6th floor -Ciudad Autónoma de Buenos Aires, Argentina
Nokia Solutions and Networks CJSC	Armenia	2553888	9/5, Arhakunyats str., Yerevan, 0023, Armenia
Nokia Services Pty Limited	Australia	97 000 005 363	111 Pacific Highway, Level 10, North Sydney, NSW, 2060, Australia
Nokia Solutions and Networks Australia Pty Ltd	Australia	ACN 122172365	111 Pacific Highway, Level 10, North Sydney, NSW, 2060, Australia
Nokia Solutions and Networks Baku LLC	Azerbaijan	1104-T6-3552	Heydar Aliyev Avenue, International Trade Center, No:95, Baku, Azerbaijan
Nokia Solutions and Networks Bangladesh Limited	Bangladesh	C-65367 (2859)/07	Level 14, Shanta Western Tower, 186 Bir Uttam Mir Shawkat Ali Road, Tejgaon I/A, Dhaka, 1208, Bangladesh
Nokia Solutions and Networks Bolivia S.A.	Bolivia (Plurinational State of)	07-049643-02.13160 (name change)	Calle Jose Aguirre Acha N° 582 esq Lucas Mendoza, Plazuela Franz Tamayo esq, Noreste Edif Juan Daniel oficinas 1 y 2, Cochabamba, Bolivia (Plurinational State of)
Nokia Solutions And Networks d.o.o. Banja Luka	Bosnia and Herzegovina	1-15700-00	Bulevar Srpske Vojske 17, Banja Luka, 78000, Bosnia and Herzegovina
Nokia Solutions and Networks d.o.o., Sarajevo	Bosnia and Herzegovina	MBS: 1-25933	2A, Trg Solidarnosti 2A, 71000 Sarajevo, Bosnia and Herzegovina
Nokia Solutions and Networks do Brasil Telecomunicações Ltda.	Brazil	CNPJ no. 01.108.177/0034-37	Rua Werner Siemens 111, prédio 19, espaço 3 e 4, térreo e 1º andar, Lapa, São Paulo, CEP 05069-900, Brazil
Nokia Canada Inc.	Canada	868992-0	600, March Road, Ottawa, ON, K2K 2E6, Canada

Nokia Solutions and Networks Chile Ltda.	Chile	14265	Los Militares 4611 Las Condes - piso 11, Santiago, 7560968, Chile
Lucent Technologies Investment Co., Ltd.	China	91110000625910223B	Room 1601-1624, Floor 16, Zhuangsheng Square, No.10 Xuanwumenwai Avenue, Xicheng District, Beijing, China
Lucent Technologies Qingdao Telecommunications Systems Ltd.	China	91370212614339527E	N° 159 Zhuzhou Road, Hi-Tech Industrial Park, QINGDAO, 266101, China
Nokia (Shanghai) Enterprise Management Co., Ltd.	China	91310000710920653L	8F, Building 3, 388 Ning Qiao Road, Pilot Free Trade Zone, Shanghai, China
Nokia Networks (Chengdu) Co., Ltd.	China	91510100MA61RHA73Y	No.101, Unit 1, Building 1, No. 366, North section of Hupan road, China (Sichuan) Pilot free trade zone
Nokia Solutions and Networks (Suzhou) Supply Chain Service Co., Ltd.	China	913205945810361900	1926 Wu Liu Mansion, No. 88, Xiandai Avenue, Suzhou Industrial Park, Jiangsu Free-trade Zone, Jiang Su Province
Nokia Solutions and Networks Investment (China) Co., Ltd.	China	91110000717881642H	B1-S23, Tower A, Chuangxin Building, No. 11, Hepingli East Street, Dongcheng District, China
Nokia Solutions and Networks System Technology (Beijing) Co., Ltd.	China	91110000799001011K	B1-S21, Tower A, Chuangxin Building, No.11, Hepingli East Street, Dongcheng District, Beijing, China
Nokia Solutions and Networks Colombia Ltda.	Colombia	1672342	Calle 72 No 8-56 Piso 2, Bogotá, Colombia
Nokia Costa Rica S.A.	Costa Rica	3-1001-098003	Oficentro Ejecutivo La Sabana, Edificio 7, Pisos 2 y 8, SAN JOSE, 10108, Costa Rica
Nokia Dominican Republic, S.A.S.	Dominican Republic	12830SD (formerly 478)	Avenida Gustavo Mejia Ricart n° 36, Suite 201-601, Edificio Mezzo Tempo, Evaristo Morales, SANTO DOMINGO, Dominican Republic
Nokia Solutions and Networks Ecuador S.A.	Ecuador	1791862295001	Antigua Via a Nayón y Av. Simón Bolívar, Edificio EKOPARK, Torre 2, Piso B, Quito, Ecuador

Nokia Egypt S.A.E.	Egypt	627	Maadi Technology Park, Maadi, 3rd and 4th floor, Building MB4, Cairo, 11435, Egypt
Nokia El Salvador, S.A. de C.V.	El Salvador	671	Calle y Colonia La Mascota No 316 B, 3er nivel, San Salvador, 01101, El Salvador
Nokia Hong Kong Limited	Hong Kong	378948	Level 19, Chinachem Exchange Square, 1 Hoi Wan Street, Quarry Bay, Hong Kong
Comptel Communications India Private Limited	India	U74900DL2012FTC336076	Khasra No. 37/11, 37/28, Kapashera Behind Rajasthan Highway Petrol Pump, New Delhi, 110037, India
Nokia India Private Limited	India	55-68904 & (U74899DL1995PTC068904)	1204, Kailash Building, 12th Floor, Kasturba Gandh Marg, Delhi, 11001, India
Nokia Solutions and Networks India Private Limited	India	U72900DL2006PTC155149	1507, Regus Business Centre, Level 15, Eros Corporate Towers, Nehru Place, New Delhi, 110019, India
PT Nokia Solutions and Networks Indonesia	Indonesia	09.03.1.95.29577	Capital Place Lt. 30, Jl. Jend., Gatot Subroto Kav. 18, RT.01, RW.06, Kuningan Barat Sub-District, Mampang Prapatan District, Jakarta, Indonesia
Pishahang Communications Networks Development Company (Private Joint Stock)	Iran (Islamic Republic of)	272684	No. 27, Corner 9th Street/ Gandhi Avenue, post code: 15177 68913, Tehran-Iran
Nokia Solutions and Networks Israel Ltd.	Israel	51-289721-6	16 Atir Yeda Street, Kfar Saba 44654321, Israel
Nokia Innovations Japan G.K.	Japan	0104-01-126947	Roppongi Hills Mori Tower, 6-10-1- Roppongi, Minato-ku, Tokyo, Japan
Nokia Solutions and Networks Japan G.K.	Japan	0104-01-071693	6-10-1, Roppongi Hills Mori Tower, Roppongi Minato-ku, Tokyo, 106-6141, Japan
"Nokia Solutions and Networks Kazakhstan" LLP	Kazakhstan	82548-1910-TOO (ЁО)	Al-Farabi Ave, 17/1, BC Nurly Tau, Block 5B, office 18, 050059 Almaty, Kazakhstan
Nokia Solutions and Networks Korea Ltd.	Korea (the Republic of)	110111-3566936	4F Autoway Tower, 417 Yeongdong-daero, Gangnam-

			gu, Seoul 135-847, Korea (the Republic of)
Nokia Solutions and Networks Kuwait W.L.L	Kuwait	324738	Al Marzouk Tower, P.O. Box 26602, Safat, Kuwait
Nokia Services and Networks Malaysia Sdn. Bhd.	Malaysia	245643-T	Suite 13.03, 13th floor, Menara Tan & Tan, 207 Jalan Tun Razak, Wilayah Persekutuan, Kuala Lumpur, 50400, Malaysia
Nokia Operations de México S.A. de C.V.	Mexico	19043*10	Boulevard Manuel Ávila Camacho 5, Torre A, Piso 18, dentro de la Plaza Comercial "Toreo Parque Central", C.P. 53390, Lomas de Sotelo, Naucalpan de Juárez, Estado de México, México
Nokia Solutions and Networks Morocco SARL	Morocco	66.065	Route principale n°14, Km 8, de Sale à Meknès, SALE, 11000, Morocco
Nokia Solutions and Networks Myanmar Limited	Myanmar	172229999	No. 192, KaBa Aye Pagoda Road, Myanmar Centre Tower 2, Level-19 Bahan Township, Yangon, 11201, Myanmar
Nokia New Zealand Limited	New Zealand	WN 020428	Floor 6, 1 Grey Street, Wellington Central, Wellington, 6011, New Zealand
Alcatel-Lucent Nigeria Limited	Nigeria	RC 348168	Olubunmi Owas Street, CBC Towers, Plot 11, Lekki Phase 1, Lagos, Nigeria
Nokia Solutions and Networks Nigeria Ltd.	Nigeria	685140	Plot C-1, 5th Avenue Banana Island, Ikoyi, Lagos, Nigeria
Alcatel-Lucent Pakistan Limited	Pakistan	22962	P.O. Box 1537, Street 9, Sector H-8/4, ISLAMABAD, Pakistan
Nokia Solutions and Networks Pakistan (Private) Limited	Pakistan	58380	Plot No. 29, Street No. 09, Sector H-8/4, ISLAMABAD, Pakistan
Nokia Paraguay S.A.	Paraguay	n° 365 Registro publico Paraguay	Av. Guido Boggiani 5832 c/Belgica, Edif. Maria Luis. 1er Piso, ASUNCION, Paraguay
Nokia Solutions and Networks Peru S.A.	Peru	11202906	Calle Los Sauces No. 374, Torre Roja, Piso 8, Los Sauces Lima, Lima, San Isidro, L-27, Peru

Lucent Technologies Philippines Inc.	Philippines	144621	29th Floor, Petron Mega Plaza, 358 Sen. Gil Puyat Avenue, MAKATI CITY, 1200, Philippines
Nokia Solutions and Networks Philippines, Inc.	Philippines	CS200618914	18th Floor, The Curve Building, 3rd Avenue, Corner 32nd Street, Bonifacio Global City, Taguig City, 1634, Philippines, Taguig City, 1634, Philippines
Nokia Puerto Rico Inc.	Puerto Rico	660529118	PMB # 39, 499 Calaf Street, San Juan, 00918, Puerto Rico
Alcatel-Lucent Saudi Arabia Co., Ltd.	Saudi Arabia	1010267460	East Ring Road, between Exits 13 & 14, RIYADH CITY, 11481, Saudi Arabia
Nokia Arabia Limited	Saudi Arabia	1010173173	Tower 2, Tatweer Towers, King Fahad Road, Riyadh, 11351, Saudi Arabia
Nokia West and Central Africa SA	Senegal	SN DKR 2011 B 8027	Route de Ngor, Angle Dioulrikaye, Les Almadies - BP 3879, DAKAR, Senegal
Nokia Solutions and Networks Serbia d.o.o. Beograd	Serbia	20210346	14, Djorda Stanojevica, 11070 Novi Beograd, Serbia
Nokia Solutions and Networks Singapore Pte. Ltd.	Singapore	200617555D	438B, #08-05/10, Alexandra Road, Alexandra Technopark, 119968, Singapore
Nokia South Africa (Pty) Ltd	South Africa	1956/000933/07	340 Witch-Hazel Ave., Ground Floor, Eco Court, Eco-Park Estate, Centurion, 0157, South Africa
Nokia Solutions and Networks Lanka (Private) Limited	Sri Lanka	N(PVS)47654	Level 23, East Tower, World Trade Center, Echelon Square, COLOMBO, Sri Lanka
Alcatel-Lucent Trade International AG	Switzerland	CH-170.3.004.476-7	EURO PLAZA Gebäude F, Technologiestraße 5/Stiege 2/3. Stock 1120 Wien
Nokia Solutions and Networks Schweiz AG	Switzerland	CHE-113.185.412	Friesenbergstrasse 75, ZÜRICH, CH-8055, Switzerland
Nokia Solutions and Networks Taiwan Co., Ltd.	Taiwan (Province of China)	28453762	9F, No. 100, Sec. 3, Minsheng East Road, Songshan, District, Taipei City, Taiwan 10596
Taiwan International Standard Electronics Limited	Taiwan (Province of China)	4697347	8F, No. 409, Sec. 2 Tiding Blvd., Neihu Dist. Taipei, Taiwan (Province of China)

Nokia Solutions and Networks Tanzania Limited	Tanzania, the United Republic of	71454	Vodacom Tower, 6th floor, Ursino Estate, Plot 23, Bagamoyo Road, Dar es Salaam, Tanzania, the United Republic of
Nokia (Thailand) Co., Ltd.	Thailand	1.05561E+11	725 Metropolitan Building, 16th Floor, Sukhumvit Road, Khlong Tan Nua, Wattana, Bangkok, 10110, Thailand
Nokia Solutions and Networks CCC	Tunisia	R.C. Tunis no B1119231996; 0615106B	Rue du Lac Neuchâtel, 1053 Les Berges du Lac, Tunis, Tunisia
Nokia Solutions and Networks Tunisia SA	Tunisia	R.C. Tunis no B1119231996	Rue du Lac Neuchâtel, 1053 Les Berges du Lac, Tunis, Tunisia
Alcatel Lucent Teletas Telekomunikasyon A.S.	Turkey	197113-144644	Barbaros Mah. Mor Sümbül Sk. Nikadule Blok No: 7/3f Ic Kapi No:1 Atasehir, Istanbul, Turkey
Nokia Solutions Networks İletisim A.S.	Turkey	605884/553466	Barbaros Mah. Mor Sümbül Sk. Nikadule Blok No: 7/3f Ic Kapi No:2 Atasehir, Istanbul, Turkey
LLC "Nokia Solutions and Networks Ukraine"	Ukraine	34832181	32/2 Moskovska str., 9th floor, 01010 Kiev, Ukraine
Alcatel Lucent Middle East North Africa DMCC	United Arab Emirates	JLT3094	Swiss Tower - Clustery - Lot 3 - - 17th Floor, PO Box 643794, Jumeirah Lakes Towers, DUBAI, United Arab Emirates
Nokia Networks LLC	United Arab Emirates	License No: 788469; Register No 2172994	Office No. 01-412, Building owned by Rikesh Kotad, Al Hebia 4th, Dubai, 11487, United Arab Emirates
Alcatel IP Networks Limited	United Kingdom	3934955	The Old Studio, High Street, West Wycombe, HP143AB, United Kingdom
Alcatel-Lucent Centro Caribbean Holding Limited	United Kingdom	6807489	740, Waterside Drive, Aztec West Business Park, Almondsbury, Bristol, BS32 4UF, United Kingdom
Nokia Software UK Limited	United Kingdom	4435975	The Hive 01 Arlington Business Park, Theale, Reading, England, RG7 4SA
Nokia UK Limited	United Kingdom	2650571	740, Waterside Drive, Aztec West Business Park, Almondsbury, Bristol, BS32 4UF, United Kingdom

Alcatel-Lucent International Holdings Inc.	United States	894389	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Bell Laboratories Inc.	United States	614	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Lucent Technologies GRL LLC	United States	2943486	600 Mountain Avenue, MURRAY HILL, NJ, N 07974, United States
MRAC, Inc	United States	128680	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia Apps Distribution LLC	United States	Charter: 5038328	Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle, DE, 19808, United States
Nokia Federal Solutions LLC	United States	4434713	600 Mountain Avenue, MURRAY HILL, NJ, NJ07974, United States
Nokia Innovations US LLC	United States	2565838	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia Investment Management Corporation	United States	3006919	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia of America Corporation	United States	2565838	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia US Holdings Inc.	United States	Charter: 5848600; EIN 47-5387648	160, 101, Greentree Drive, National Registered Agents Inc., Dover, Kent, DE, 19904, United States
SAC AE Design Group, Inc.	United States	6975-672-7	300, Airport Road, Suite A-1, Elgin, IL, 60123, United States
SAC Wireless of CA, Inc.	United States	State ID C3269032	300, Airport Road, Suite A-1, Elgin, IL, 60123, United States
SAC Wireless, LLC	United States	Filing # 3512184404; FEIN 26-3080207	300, Airport Road, Suite A-1, Elgin, IL, 60123, United States
Western Electric Company Incorporated	United States	51429	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia Uruguay S.A.	Uruguay	RNC N° 532	Tabaré 2371, MONTEVIDEO, 11300, Uruguay



Nokia Solutions and Networks Tashkent LLC	Uzbekistan	002291-10	107B, Level 5, Amir Timur Street, Tashkent, 100084, Uzbekistan
Nokia Solutions and Networks Technical Services Vietnam Company Limited	Viet Nam	11043000117	14th Floor, Tower A, Handi Resco Building, 521 Kim Ma Street, Hanoi, Viet Nam