

One-Time Certificate Publicly Listed Finnish Equities – Own asset client assuming AI responsibility and liability for its own assets

Please mail the completed and signed certificate to:

Clearstream Services Prague Branch
Tax Services Prague
Futurama Business Park
Building B
Sokolovska 662/136b
18600 Prague 8
Czech Republic

Clearstream¹ account(s): _____ (the "Account(s)")

We, the undersigned client of Clearstream may hold from time to time, in the Account, publicly listed equities issued by entities organised under Finnish law that are held at the Finnish Central Security Depository Euroclear Finland (EFI) (the "Securities").

Authorised Intermediary information

We hereby certify that we, the Clearstream client named below:

- are the beneficial owner of any such Securities that we may hold from time to time in the Account(s) listed above and that we are eligible for relief at source and/or quick refund;
- we qualify as the beneficial owner for tax purposes and are entitled to any related tax relief claimed, based on the applicable tax laws and regulations in the Finnish market;
- such related tax relief entitlement to any related tax relief is valid for any such Securities sourced in the Finnish market already held on the Account or to be held in the future in the Account;
- such related tax relief entitlement to any related tax relief is not restricted by any contractual obligation such as a lending or collateral arrangement
- elect to act in our capacity as an Authorised Intermediary (AI) and to take the responsibility and liability of the dividends received from the Securities held in our Account, for which we are also acting as the final economic beneficial owner;
- endorse due diligence and reporting responsibilities to the extent applicable and required by us and that we are fully aware of all our responsibilities and liabilities due to our status as an AI, as defined under Finnish law in the Provisions of the Acts Section 10 d of the Act on the Taxation of Non- resident's Income (627/1978);
- collected the information as referred to in Section 1 of the Finnish Tax Authorities ISD decision VH/4332/00.01.00/2020 (ISD Decision) and verified the reliability of the ISD form in a manner referred to in Section 3 of the ISD Decision.

Name of Clearstream client
(the AI/beneficial owner): _____

Finnish Business ID (AIIN): _____

TIN in country of tax residence (optional): _____

Country who issued TIN (optional): _____

Address for tax purpose (street, number, city, postal code, province/state):

Country of residence for tax purposes: _____

Place of incorporation
(country of registration for tax purposes):

¹ Clearstream refers to (i) Clearstream Banking S.A. registered office at 42, avenue John F. Kennedy, L-1855 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B-9248 and (ii) Clearstream Europe AG (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) with registered office at Mergenthalerallee 61, 65760 Eschborn, Germany, and registered in Register B of the Amtsgericht Frankfurt am Main, Germany under number HRB 7500.

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Legal form of the AI/beneficial owner (in its country of tax residence):

- Sole proprietorship
- Corporation
- Government (State, Municipality or Other Public Entity)
- International Organisation
- Pension Institution or Pension Fund
- Charity (Non-Profit Organisation)
- Collective Investment Vehicle
- Partnership
- Trust
- Estate
- Other

Relief at source/Quick refund

As the beneficial owner we instruct Clearstream to apply a reduced tax rate, in accordance with either a Double Taxation Treaty (DTT) or Finnish domestic law and in accordance with our instructions below), and we certify that:

- Pursuant to the Finnish tax authorities' guidelines and requirements, we are the beneficial owner eligible for relief at source and/or quick refund;
- We have assumed the AI responsibility for all the publicly listed Finnish dividends paid, including the amount of withholding tax withheld on these dividends, that are paid to our Account; and
- We agree that, on Clearstream's request, we shall provide to Clearstream a signed written document concerning any singledividend payments that Clearstream has made to us during the time this OTC is valid stating that we have instructed Clearstream to apply the withholding tax rate that is detailed in this OTC and assumed liability and responsibility for such dividend. We agree that we shall have this obligation to provide the statement also after the validity of this OTC has elapsed.
- We undertake, to validate and confirm to Clearstream, in the format requested by Clearstream and within the prescribed deadline, that the reportable figures, included by Clearstream in the annual TRACE reporting for the income paid on the Securities to our Account, are correct and in line with the reporting that, we as an AI client will include in our own annual TRACE reporting to the FTA.

We further certify that we are entitled to the application of withholding tax at the reduced tax rate due to our status as a beneficial owner that is *(tick and complete as applicable)*:

1. Double Taxation Treaty

- A. Resident for tax purposes in _____ and that are entitled to application of the **standard** withholding tax rate provided under the relevant **DTT** with Finland and the country of residence of the beneficial owners (the "Treaty").

By confirming the applicability of the standard rate, we further confirm that any relevant tests provided for within the Treaty and this includes but is not limited to: type of investor; size of holding; beneficial ownership; any limitation of benefits provision etc.; are met.

Please note, that in applying the standard rate, no additional assessment has been made by Clearstream on whether a different rate of withholding tax could apply.

OR

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B. Resident for tax purposes in _____ and that are entitled to application of withholding tax at the reduced rate of __ %, according to the **special articles of the DTT** concluded between Finland and the country of residence of the beneficial owners.

By confirming this, we further confirm that any relevant tests provided for within the Treaty and this includes but is not limited to: type of investor; size of holding; beneficial ownership; any limitation of benefits provision etc. are met;

OR

C. Resident for tax purposes in _____ and that is entitled to application of withholding tax at the reduced rate of __ %, due to **direct investment dividend** according to the **articles of the DTT** concluded between Finland and the country of residence of the beneficial owners.

By confirming this, we further confirm that any relevant tests provided for within the Treaty and this includes but is not limited to: type of investor; size of holding; beneficial ownership; any limitation of benefits provision etc.; are met;

OR

2. Domestic law

A. A **Non-Treaty corporation** resident for tax purposes in _____ and eligible for a 20% tax rate;

OR

B. A tax-exempt entity resident for tax purposes in _____ and eligible for tax exemption (0%) as **comparable to a corresponding tax-exempt Finnish entity**;

OR

C. A tax-exempt entity resident for tax purposes in _____ and eligible for tax exemption (0%) in accordance with the **Parent-Subsidiary Directive**;

OR

D. A tax-exempt entity resident for tax purposes in _____ and eligible for tax exemption (0%) according to **other domestic law**.

General

We acknowledge, that it is solely our responsibility, at all relevant times, to monitor the expiration of any certification required for the purpose of obtaining relief or exemption at source/quick refund and either to obtain renewals of such certification or, immediately on expiration of such certification, to provide instructions to have the correct applicable Finnish withholding tax deducted and that Clearstream has no responsibility or liability in this regard.

We irrevocably authorise Clearstream to act on the information contained in this One-Time Certificate, including authorising Clearstream to:

- I. Perform all acts necessary to claim any exemption from or reduced rate of, withholding tax to which we as beneficial owner is entitled pursuant to the relevant tax treaty or under the Finnish national law and which may be claimed on our behalf based on the above certifications; provide, directly or indirectly, to the Finnish tax authorities or any party authorised to audit or conduct a similar control of Clearstream for tax purposes a copy of this One-Time Certificate and other certification provided pursuant to this One-Time certificate and to disclose to such tax authorities any additional information that Clearstream may have in its possession that is relevant to the beneficial owner's qualification for any benefits claimed on the basis of this One-Time Certificate or other information provided;
- III. Provide, directly or indirectly, a copy of this One-Time Certificate, other certification provided pursuant to this One-Time certificate and information regarding income paid or credited to or for the benefit of the account(s) set out above to:

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- i. Any person that has control, receipt, or custody of income to which this One-Time Certificate relates;
- ii. Any person that can disburse or make payments of income to which this One-Time Certificate relates; or
- iii. Any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes.

We further agree that we shall provide directly to any such tax authorities, upon their request, such information that we may have in our possession that is relevant to determining whether the beneficial owner qualifies for any such benefits claimed.

We further certify that we are subject to Know Your Client Rules with respect to the direct account holders for which relief at source/quick refund requests will be made pursuant to this One-Time Certificate.

We agree that we will not make a request for a reduction or exemption from withholding tax as a beneficial owner, if we know or should have known that the documentation provided by us is unreliable or incorrect.

We acknowledge and agree that information contained in this One-Time Certificate and other certification provided pursuant to this One-Time Certificate, including the information regarding income paid or credited to or for the benefit of the account(s) set out above will be reported to Finnish tax authorities and that the Finnish tax authorities may provide the information to the country in which we as beneficial owner are resident for tax purposes.

We further acknowledge, that if Clearstream determines that an amount that should have been withheld from a previous payment made to the Account(s) has not been withheld (or the amount withheld was too low), we authorize Clearstream to take such action as may be appropriate to remedy the shortfall, including increasing the withholding from future payments made to us, arranging covering payment from us or, if necessary, satisfying the obligation out of property that Clearstream holds for us.

We hereby acknowledge and agree that Clearstream, in acting in compliance with the terms of this One-Time Certificate, shall not be liable or responsible for any losses, damages, costs, expenses, claims or liabilities hereunder.

We undertake to advise Clearstream promptly of any change in circumstances which causes the information contained herein or in any other certificate or statement provided pursuant to this One-Time Certificate to become incorrect or incomplete and to provide Clearstream with suitably updated certification within 30 days of such change in circumstances.

Should we not receive the expected proceeds as per the tax certification and/or instruction provided to Clearstream, we hereby further (i) undertake to request Clearstream – within a period of three (3) working days from the payment date of the relevant income or corporate action event, to perform the readjustment towards, if applicable, the relevant local custodian, paying agent or tax authority and (ii) confirm that Clearstream shall not incur any liability in case we did not request such rectification within the time frame set forth hereinabove in "(i)".

We hereby accept full responsibility in the case of any claims made for additional taxes, interest thereon, or penalties levied by tax authorities in connection with any payments made, subject to this One-Time Certificate or any other certificate or statement provided pursuant to this One-Time Certificate entitled to relief at source or a quick refund and therefore to indemnify, exonerate and hold Clearstream harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements), incurred by Clearstream in respect of any penalties, taxes and interest thereon, levied by the Finnish Tax Authorities or any other authority, or in respect of any other costs incurred in connection with any action taken in reliance upon the contents of this One-Time Certificate and any other certification provided.

We hereby certify that the above information is true, correct, up-to-date and complete and that I am/we are an (the) authorised representative(s) of the Client named below.

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This One-Time Certificate shall be effective as of the date mentioned here below and shall remain valid for 5 years as from that date unless terminated by not less than ten (10) business days' written notice to Clearstream served to the above-mentioned address. Upon expiration of the validity, we undertake to provide Clearstream with a renewed One-Time Certificate.

This One-Time Certificate is governed by and shall be construed in accordance with the laws of (i) the Grand Duchy of Luxembourg (for Clearstream Banking S.A. clients) and (ii) the Federal Republic of Germany (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients). The courts of the Grand Duchy of Luxembourg (for Clearstream Banking S.A. clients) and the courts of the Federal Republic of Germany (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) shall have exclusive jurisdiction for all legal proceedings relating thereto.

For and on behalf of:

Name of Clearstream client:

Address:

Client account number:

Authorised signatories:

Authorised signature

Name

Title

Place

Authorised signature

Name

Title

Date (DD/MM/YYYY)