

## TERMS AND CONDITIONS OF THE TENDER OFFER

### Object of the Tender Offer

Georg Fischer Ltd. (the “**Offeror**”) and Uponor Corporation (“**Uponor**” or the “**Company**”) have on June 12, 2023, entered into a combination agreement (the “**Combination Agreement**”) pursuant to which the Offeror hereby makes a voluntary recommended public cash tender offer to purchase all issued and outstanding shares in Uponor (the “**Shares**”) that are not owned by Uponor or any of its subsidiaries in accordance with Chapter 11 of the Finnish Securities Markets Act (746/2012, as amended, the “**Finnish Securities Markets Act**”) subject to the terms and conditions set forth herein (the “**Tender Offer**”).

### Offer Price

The Tender Offer was announced by the Offeror on June 12, 2023. The price offered for each Share validly tendered in the Tender Offer is EUR 28.85 in cash (the “**Offer Price**”), subject to any adjustments as set out below, provided that the Tender Offer has been approved according to the terms and conditions of the Tender Offer and that the acceptance has not been validly withdrawn.

The Offer Price has been determined based on 72,800,010 Shares outstanding as at the date of this tender offer document (the “**Tender Offer Document**”).

Should the Company change the number of Shares that are issued and outstanding as at the date of the Combination Agreement as a result of a new share issue, reclassification, stock split (including a reverse split) or any other similar transaction with dilutive effect, except pursuant to the Company’s share-based incentive schemes for key management 2021–2023, 2022–2024 and 2023–2025 or the resolution on the remuneration of the members of the Board of Directors of the Company passed at the annual general meeting of shareholders of the Company on March 17, 2023, or should the Company distribute a dividend or otherwise distribute funds or any other assets to its shareholders, or if a record date with respect to any of the foregoing occurs prior to the Completion Date (as defined below), the Offer Price payable by the Offeror shall be adjusted accordingly on a euro-for-euro basis, including for the payment of EUR 0.35 per outstanding Share as dividend based on the resolution of the general meeting of shareholders of the Company on March 17, 2023, in which case the Offer Price shall be reduced accordingly.

### Offer Period

The offer period of the Tender Offer will commence on June 26, 2023, at 9:30 a.m. (Finnish time) and expire on September 1, 2023, at 4:00 p.m. (Finnish time), unless the offer period is extended or any extended offer period is discontinued as described below (the “**Offer Period**”). The acceptance of the Tender Offer must be received by the relevant account operator, as described below under “—*Acceptance Procedure for the Tender Offer,*” before the expiration of the Offer Period.

The Offeror may extend the Offer Period (i) at any time until the Conditions to Completion (as defined below) have been fulfilled or waived and/or (ii) with a Subsequent Offer Period (as defined below) in connection with the announcement of the final result of the Tender Offer whereby the Offeror also declares the Tender Offer unconditional, as set forth below. The Offeror will announce a possible extension of the Offer Period, including the duration of the extended Offer Period, which shall be at least two weeks, by a stock exchange release on the first (1<sup>st</sup>) Finnish banking day following the expiration of the original Offer Period, at the latest. Furthermore, the Offeror will announce any possible further extension of an already extended Offer Period or an extension of a discontinued extended Offer Period on the first (1<sup>st</sup>) Finnish banking day following the expiration of an already extended Offer Period or a discontinued extended Offer Period, at the latest.

The duration of the Offer Period in its entirety may be ten (10) weeks at the maximum. If, however, the Conditions to Completion (as defined below) have not been fulfilled due to a particular obstacle as provided in the regulations and guidelines (9/2013) of the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) on Takeover Bids and Mandatory Bids (the “**FIN-FSA Regulations and Guidelines**”), the Offeror may extend the duration of the Offer Period beyond ten (10) weeks until such obstacle has been removed and the Offeror has had reasonable time to consider the situation in question provided that the business operations of the Company are not hindered for longer than is reasonable. In this case, the Offeror will announce a new expiration date no less than two (2) weeks prior to the date of expiration of any extended Offer Period. Furthermore, any Subsequent Offer Period (as defined below) may extend beyond ten (10) weeks.

The Offeror may discontinue any extended Offer Period. The Offeror will announce its decision on the discontinuation of any extended Offer Period as soon as possible after such a decision has been made and, in any case, no less than two (2) weeks prior to the expiration of the discontinued extended Offer Period. If the Offeror discontinues an extended Offer Period, the Offer Period will expire at an earlier time on a date announced by the Offeror.

The Offeror also reserves the right to extend the Offer Period in connection with the announcement of the final result of the Tender Offer as set forth in “—*Announcement of the Result of the Tender Offer*” below (such extended Offer Period,

the “**Subsequent Offer Period**”). In the event of such Subsequent Offer Period, the Subsequent Offer Period will expire on the date and at the time determined by the Offeror in the final result announcement. The expiration of a Subsequent Offer Period will be announced at least two (2) weeks before the expiration of such Subsequent Offer Period.

### **Conditions to Completion of the Tender Offer**

The obligation of the Offeror to accept for payment the validly tendered Shares, which have not been withdrawn in accordance with the terms and conditions of the Tender Offer, and to complete the Tender Offer, are subject to the fulfilment or, to the extent permitted by applicable law, waiver by the Offeror of the following conditions (the “**Conditions to Completion**”) on or by the date of the Offeror’s announcement of the final result of the Tender Offer in accordance with Chapter 11, Section 18 of the Finnish Securities Markets Act:

- (a) the Tender Offer has been validly accepted with respect to the outstanding Shares representing, together with any other outstanding Shares otherwise acquired by the Offeror prior to the date of the Offeror’s announcement of the final result of the Tender Offer, more than fifty (50) percent of the outstanding Shares and voting rights in the Company calculated in accordance with Chapter 18, Section 1 of the Finnish Companies Act (624/2006, as amended, the “**Finnish Companies Act**”);
- (b) the receipt of all necessary regulatory approvals, permits, clearances and consents, including without limitation approvals required under applicable foreign direct investment laws, competition clearances (or, where applicable, the expiry of relevant waiting periods) required under any applicable competition laws or other regulatory laws in any jurisdiction for the completion of the Tender Offer by the Offeror;
- (c) no fact or circumstance has arisen or been discovered after the announcement of the Tender Offer that, individually or taken together with any other information, constitutes a Material Adverse Change (as defined below);
- (d) the Offeror has not received information with respect to a fact or circumstance that has resulted in a Material Adverse Change (other than any such fact or circumstance fairly disclosed);
- (e) no legislation or other regulation has been issued and no court or regulatory authority of competent jurisdiction has given a decision or issued any regulatory action that would wholly or in any material part prevent, postpone or frustrate the completion of the Tender Offer;
- (f) the Board of Directors of the Company has issued the recommendation and the recommendation remains in full force and effect and has not been withdrawn, modified, cancelled, or amended (excluding, however, any technical modification or change of the recommendation required under applicable laws or the Helsinki Takeover Code as a result of a competing offer or otherwise so long as the recommendation to accept the Tender Offer is upheld); and
- (g) the Combination Agreement has not been terminated and remains in full force and effect.

The Conditions to Completion set out herein are exhaustive. The Offeror shall only invoke any of the Conditions to Completion so as to cause the Tender Offer not to proceed, to lapse or to be withdrawn if the circumstances which give rise to the right to invoke the relevant Condition to Completion have a significant meaning to the Offeror in view of the Tender Offer, as referred to in the FIN-FSA Regulations and Guidelines.

The Tender Offer will be completed after the expiration of the Offer Period in accordance with “—*Technical Completion of the Tender Offer*” and “—*Terms of Payment and Settlement*” below with respect to all shareholders of Uponor who have validly accepted the Tender Offer.

“**Affiliated Entities**” means the Company’s subsidiaries including, without limitation, all branch and representative offices of the Company and/or its subsidiaries.

“**Group**” means the Company and the Affiliated Entities, taken as a whole.

“**Material Adverse Change**” means (A) the Company or any of its Affiliated Entities becoming insolvent, subject to administration, bankruptcy or any other equivalent insolvency proceedings or, if any legal proceedings or corporate resolution is taken by or against any of them in respect of any such proceedings, such action could reasonably be expected to result in the commencement of such proceedings, provided, in each case, that such proceedings could, individually or in the aggregate, reasonably be expected to result in a material adverse change in, or material adverse effect to, the business, assets, liabilities, prospects, condition (financial, trading or otherwise) or results of operation of the Group taken as a whole; (B) any divestment or reorganization of all or any material part of the assets of the Group taken as a whole; or (C) any event, condition, circumstance, development, occurrence, change, effect or fact (any such item an “**Effect**”) that individually or in the aggregate, has, results in or would reasonably be expected to have or result in a material adverse

effect on the business, assets, liabilities, prospects, condition (financial, trading or otherwise) or results of operations of the Group taken as a whole, excluding:

- (i) any Effect in political, financial, industry, economic or regulatory conditions generally (including any Effect in interest or currency rates);
- (ii) any Effect resulting from or caused by natural disasters, outbreak of major hostilities or any act of war or terrorism or change in prevailing COVID-19 situation or any new pandemic emerging;
- (iii) the failure of the Company to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings, net asset value or other financial or operating metrics before, on or after the date of the Combination Agreement, it being understood that nothing in this sub-clause (iii) shall prevent or otherwise affect the determination as to whether any change or effect underlying such failure to meet projections, forecasts, estimates or predictions constitutes a Material Adverse Change;
- (iv) changes in the market price or trading volume of the Company's securities after the date of the Combination Agreement, it being understood that nothing in this sub-clause (iv) shall prevent or otherwise affect the determination as to whether any change or effect underlying such change constitutes a Material Adverse Change;
- (v) any Effect resulting from any actions taken by the Company at the express written request or direction of the Offeror;
- (vi) any change in applicable statutes or other applicable legal or regulatory conditions, so long as such change does not have a disproportionate effect on the Company and its Affiliated Entities, taken as a whole, in comparison to other companies and groups in the same industries in jurisdictions where the Group conducts business; or
- (vii) any Effect directly attributable to (x) an act or omission carried out or omitted by the Offeror in connection with the Tender Offer or (y) the announcement or completion of the Tender Offer or (z) performance of obligations under the Combination Agreement by the Company insofar as such Effect is not caused by the Company's breach of the Combination Agreement.

For the sake of clarity, under no circumstances shall any Material Adverse Change be deemed to exist to the extent such Effect causing a Material Adverse Change has been fairly disclosed.

### **Obligation to Increase the Offer Price and to Pay Compensation**

The Offeror reserves the right to buy Shares before, during and/or after the Offer Period (including any extension thereof) and any Subsequent Offer Period in public trading on Nasdaq Helsinki or otherwise.

Should the Offeror or another party acting in concert with the Offeror in the meaning of Chapter 11, Section 5 of the Finnish Securities Markets Act acquire Shares after the announcement of the Tender Offer and before the expiry of the Offer Period at a price higher than the Offer Price, or otherwise on more favorable terms, the Offeror must, in accordance with Chapter 11, Section 25 of the Finnish Securities Markets Act, amend the terms and conditions of the Tender Offer to correspond with the terms and conditions of the above-mentioned acquisition on more favorable terms (increase obligation). In such case, the Offeror will make public its increase obligation without delay and pay, in connection with the completion of the Tender Offer, the increased Offer Price in accordance with such amended terms and conditions to those shareholders that have accepted the Tender Offer.

Should the Offeror or another party acting in concert with the Offeror in the meaning of Chapter 11, Section 5 of the Finnish Securities Markets Act acquire Shares within nine (9) months after the expiration of the Offer Period at a price higher than the Offer Price, or otherwise on more favorable terms, the Offeror must, in accordance with Chapter 11, Section 25 of the Finnish Securities Markets Act, pay the difference between the consideration paid in an acquisition on more favorable terms and the Offer Price to those shareholders that have accepted the Tender Offer (compensation obligation). In such case, the Offeror will make public its compensation obligation without delay and pay the difference between the consideration paid in such an acquisition on more favorable terms and the Offer Price within one (1) month of the date when the compensation obligation arose for those shareholders that have accepted the Tender Offer.

However, according to Chapter 11, Section 25, Subsection 5 of the Finnish Securities Markets Act, the compensation obligation will not be triggered in case the payment of a higher price than the Offer Price is based on an arbitral award pursuant to the Finnish Companies Act, provided that the Offeror or any party referred to in Chapter 11, Section 5 of the Finnish Securities Markets Act has not offered to acquire Shares on terms that are more favorable than those of the Tender Offer before or during the arbitral proceedings.

## **Acceptance Procedure for the Tender Offer**

The Tender Offer may be accepted by a shareholder registered during the Offer Period in the shareholders' register of Uponor, with the exception of Uponor and its subsidiaries. Acceptance of the Tender Offer must be submitted for each book-entry account. A shareholder of Uponor submitting an acceptance must have a cash account with a financial institution operating in Finland or abroad (see "*—Terms of Payment and Settlement*" below and "*Restrictions and Important Information*"). Shareholders may only approve the Tender Offer unconditionally and for all Shares that are held on the book-entry accounts mentioned in the acceptance form at the time of the execution of the transaction with respect to the Shares of such shareholder. Acceptances submitted during the Offer Period are valid also until the expiration of an extended or discontinued extended Offer Period, if any.

Most Finnish account operators are expected to send a notice regarding the Tender Offer and related instructions and an acceptance form to their customers who are registered as shareholders in the shareholders' register of Uponor maintained by Euroclear Finland Oy ("**Euroclear**"). Shareholders of Uponor who do not receive such instructions or an acceptance form from their account operator should primarily contact their account operator. Secondly, shareholders of Uponor can contact Skandinaviska Enskilda Banken AB (publ), Helsinki Branch ("**SEB**") by sending an email to *UponorOffer@seb.fi*, where such shareholders of Uponor can receive information for submitting their acceptance.

Those shareholders of Uponor whose Shares are nominee-registered and who wish to accept the Tender Offer, must submit their acceptance in accordance with the instructions given by the custodial nominee account holders. The Offeror will not send an acceptance form or any other documents related to the Tender Offer to these shareholders of Uponor.

If the Shares held by a shareholder are pledged or otherwise subject to restrictions that prevent or limit the acceptance, the acceptance of the Tender Offer may require the consent of the pledgee or other beneficiary of such restriction. Acquiring the consent is the responsibility of the relevant shareholder of Uponor. The pledgee's or other beneficiary's consent must be delivered to the account operator in writing.

A shareholder of Uponor who wishes to accept the Tender Offer must submit the properly completed and duly executed acceptance form to the account operator that manages the shareholder's book-entry account in accordance with the instructions and within the time period set by the account operator, which may be prior to the expiry of the Offer Period. The Offeror reserves the right to reject any acceptances that have been submitted erroneously or deficiently. In the event of a Subsequent Offer Period, the acceptance form must be submitted in such a manner that it is received during the Subsequent Offer Period, subject to and in accordance with the instructions of the relevant account operator.

Any acceptance must be submitted in such a manner that it will be received within the Offer Period (including any extended or discontinued extended Offer Period) taking into account, however, the instructions given by the relevant account operator. The account operator may request the receipt of acceptances prior to the expiration of the Offer Period. Shareholders of Uponor submit acceptances at their own risk. Any acceptance will be considered as submitted only when an account operator has actually received it. The Offeror reserves a right to reject any acceptance given in an incorrect or incomplete manner.

A shareholder who has validly accepted the Tender Offer in accordance with the terms and conditions of the Tender Offer may not sell or otherwise control his/her tendered Shares. By accepting the Tender Offer, the shareholders authorize their account operator to enter into their book-entry account a sales reservation or a restriction on the right of disposal in the manner set out under "*—Technical Completion of the Tender Offer*" below after the shareholder has delivered the acceptance form with respect to the Shares. Furthermore, the shareholders of Uponor that accept the Tender Offer authorize their account operator to perform necessary entries and undertake any other measures needed for the technical execution of the Tender Offer, and to sell all the Shares held by the shareholder of Uponor at the time of the execution of the transaction to the Offeror in accordance with the terms and conditions of the Tender Offer. In connection with the completion trades of the Tender Offer or the clearing thereof, the sales reservation or the restriction on the right of disposal will be removed and the Offer Price will be transferred to the shareholders of Uponor.

By giving an acceptance on the Tender Offer, the shareholder authorizes his/her depository participant to disclose the necessary personal data, the number of his/her book-entry account and the details of the acceptance to the parties involved in the order or the execution of the order and settlement of the Shares.

## **Right of Withdrawal of Acceptance**

An acceptance of the Tender Offer may be withdrawn by a shareholder of Uponor at any time before the expiration of the Offer Period (including any extended or discontinued extended Offer Period) until the Offeror has announced that all Conditions to Completion have been fulfilled or waived by the Offeror, that is, the Offeror has declared the Tender Offer unconditional. After such announcement, the Shares already tendered may not be withdrawn prior to the expiration of the Offer Period (including any extended or discontinued extended Offer Period) except in the event that a third party announces a competing public tender offer for the Shares before the execution of the completion trades of the Shares as set out under "*—Completion of the Tender Offer*" below.

A valid withdrawal of the Tender Offer requires that a withdrawal notification is submitted in writing to the account operator to whom the original acceptance form was submitted.

For nominee-registered Shares, the shareholders must request the relevant custodial nominee account holder to execute a withdrawal notification.

If a shareholder of Uponor validly withdraws an acceptance of the Tender Offer, the sales reservation or the restriction on the right of disposal with respect to the Shares will be removed within three (3) banking days of the receipt of a withdrawal notification.

A shareholder of Uponor who has validly withdrawn its acceptance of the Tender Offer may accept the Tender Offer again during the Offer Period (including any extended or discontinued extended Offer Period) by following the procedure set out under “—*Acceptance Procedure for the Tender Offer*” above.

A shareholder of Uponor who withdraws its acceptance is obligated to pay any fees that the account operator operating the relevant book-entry account or the custodial nominee account holder may collect for the withdrawal, except for situations in which a competing offer has been announced.

In the event of a Subsequent Offer Period, the acceptance of the Tender Offer will be binding and cannot be withdrawn, unless otherwise provided under mandatory law.

### **Technical Completion of the Tender Offer**

When an account operator has received a properly completed and duly executed acceptance form with respect to the Shares in accordance with the terms and conditions of the Tender Offer, the account operator will enter a sales reservation or a restriction on the right of disposal into the relevant shareholder’s book-entry account. In connection with the completion trade of the Tender Offer or the clearing thereof, the sales reservation or the restriction on the right of disposal will be removed and the Offer Price will be paid to the relevant shareholder.

### **Announcement of the Result of the Tender Offer**

The preliminary result of the Tender Offer will be announced by a stock exchange release on or about the first (1<sup>st</sup>) Finnish banking day following the expiration of the Offer Period (including any extended and discontinued extended Offer Period). In connection with the announcement of the preliminary result, it will be announced whether the Tender Offer will be completed subject to the Conditions to Completion continuing to be fulfilled on the date of the final result announcement and whether the Offer Period will be extended. The final result of the Tender Offer will be announced on or about the fourth (4<sup>th</sup>) Finnish banking day following the expiration of the Offer Period (including any extended and discontinued extended Offer Period). In connection with the announcement of the final result, the percentage of the Shares in respect of which the Tender Offer has been validly accepted and not validly withdrawn will be confirmed.

The Offeror will announce the initial percentage of the Shares validly tendered during a possible Subsequent Offer Period on or about the first (1<sup>st</sup>) Finnish banking day following the expiry of the Subsequent Offer Period and the final percentage on or about the fourth (4<sup>th</sup>) Finnish banking day following the expiry of the Subsequent Offer Period.

### **Completion of the Tender Offer**

The Tender Offer will be completed with respect to all of those shareholders of Uponor who have validly accepted, and not validly withdrawn, the Tender Offer on or about the ninth (9<sup>th</sup>) Finnish banking day following the expiration of the Offer Period (including any extended or discontinued extended Offer Period) (the “**Completion Date**”), preliminarily expected to be on September 14, 2023. If possible, the completion trades of the Shares will be executed on Nasdaq Helsinki, provided that the rules applied to trading on Nasdaq Helsinki allow that. Otherwise, the completion trades will be made outside Nasdaq Helsinki. The completion trades will be settled on or about the Completion Date (the “**Clearing Day**”), preliminarily expected to be on September 14, 2023.

### **Terms of Payment and Settlement**

The Offer Price will be paid on the Clearing Day to each shareholder of Uponor who has validly accepted, and not validly withdrawn, the Tender Offer into the management account of the shareholder’s book-entry account or, in the case of shareholders whose holdings are registered in the name of a nominee, into the bank account specified by the custodian or nominee. In any case, the Offer Price will not be paid to a bank account situated in Australia, Canada, Hong Kong, Japan, New Zealand or South Africa or any other jurisdiction where the Tender Offer is not being made (see section “*Restrictions and Important Information*”), and all guidance from custodians or nominees specifying bank accounts in such jurisdictions will be rejected. The actual time of receipt of the payment by the shareholder will depend on the schedules for payment transactions between financial institutions and agreement between the holder and account operator, custodian or nominee in each case.

In the event of a Subsequent Offer Period, the Offeror will in connection with the announcement thereof announce the terms of payment and settlement for the Shares tendered during the Subsequent Offer Period. The sale and purchase of the Shares validly tendered in accordance with the terms and conditions of the Tender Offer during the Subsequent Offer Period will, however, be executed within not more than two (2) week intervals.

The Offeror reserves the right to postpone the payment of the Offer Price if payment is prevented or suspended due to a force majeure event but will immediately effect such payment once the force majeure event preventing or suspending payment is resolved.

In case all of the Conditions to Completion are not met and the Offeror does not waive such conditions or extend the Offer Period, the Tender Offer will be terminated, and no consideration will be paid for the Shares tendered in the Tender Offer.

### **Transfer of Ownership**

Title to the Shares in respect of which the Tender Offer has been validly accepted, and not validly withdrawn, will pass to the Offeror on the Clearing Day against the payment of the Offer Price by the Offeror to the tendering shareholder of Uponor. In the event of a Subsequent Offer Period, title to the Shares validly tendered in the Tender Offer during a Subsequent Offer Period will pass to the Offeror against payment of the Offer Price by the Offeror to the tendering shareholder of Uponor as promptly as reasonable following their tender.

### **Transfer Tax and Other Payments**

The Offeror will pay any transfer tax that may be charged in Finland in connection with the sale of the Shares pursuant to the Tender Offer.

The receipt of consideration pursuant to the Tender Offer in connection with a sale of a Share may be a taxable transaction for a shareholder of Uponor under applicable tax laws. Any tax liability arising for a shareholder of Uponor from the sale of a Share and the receipt of cash pursuant to the Tender Offer shall be borne by such shareholder.

Each shareholder of Uponor is liable for any payments that, based on an agreement made with the shareholder of Uponor, an account operator may charge as well as for any fees and commissions charged by account operators, custodians, custodial nominee account holders or other parties related to the release of collateral or the revoking of any other restrictions preventing the sale of the Shares. Each shareholder of Uponor is liable for any fees that relate to a withdrawal of an acceptance made by the shareholder of Uponor.

The Offeror is liable for any other customary costs caused by the registration of entries in the book-entry system required by the Tender Offer, the execution of trades pertaining to the Shares pursuant to the Tender Offer and the payment of the Offer Price.

Should a competing tender offer be published by a third party during the Offer Period and should a shareholder of Uponor therefore or otherwise validly withdraw its acceptance of the Tender Offer, certain account operators may charge the shareholder separately for the registration of the relevant entries regarding the acceptance and withdrawal as explained under “—*Right of Withdrawal of Acceptance*” above.

### **Other Matters**

This Tender Offer Document and the Tender Offer are governed by Finnish law. Any disputes arising out of or in connection with the Tender Offer will be settled by a court of competent jurisdiction in Finland.

The Offeror reserves the right to amend the terms and conditions of the Tender Offer in accordance with Chapter 11, Section 15 of the Finnish Securities Markets Act. Should the FIN-FSA issue an order regarding an extension of the Offer Period, the Offeror reserves the right to decide upon the withdrawal of the Tender Offer in accordance with Chapter 11, Section 12 of the Finnish Securities Markets Act.

Should a competing public tender offer be published for the shares in the Company by a third party prior to or during the Offer Period, the Offeror reserves the right, as stipulated in Chapter 11, Section 17 of the Finnish Securities Markets Act, to (i) decide upon an extension of the Offer Period; (ii) decide upon an amendment of the terms and conditions of the Tender Offer; and (iii) decide, during the Offer Period, but before the expiration of the competing public tender offer, to withdraw the Tender Offer or let the Tender Offer lapse. The Offeror will decide on all other matters related to the Tender Offer.

The Offeror reserves the right to buy Shares before, during and or after the Offer Period (including any extension thereof) and any Subsequent Offer Period in public trading on Nasdaq Helsinki or otherwise.

## **Other Information**

SEB acts as arranger in relation to the Tender Offer, which means that it performs certain administrative services relating to the Tender Offer. This does not mean that a person who accepts the Tender Offer (the “**Participant**”) will be automatically regarded as a customer of SEB. A Participant will be regarded as a customer in relation to the Tender Offer only if SEB has an existing customer relationship with the Participant and takes instructions from the Participant in connection with the Tender Offer. If the Participant is not regarded as a customer, the rules regarding the protection of investors pursuant to the Finnish Act on Investment Services (747/2012, as amended) will not be applicable to the acceptance. This means, among other things, that neither the so-called customer categorization nor the so-called appropriateness test will be performed with respect to the Tender Offer. Each Participant is therefore responsible for ensuring that it has sufficient experience and knowledge to understand the risks associated with the Tender Offer.

## **Important Information regarding NID and LEI**

According to Directive 2014/65/ EU (MiFID II) of the European Parliament and of the Council, all investors must have a global identification code from January 3, 2018, in order to carry out a securities transaction. These requirements require legal entities to apply for registration of a Legal Entity Identifier (“**LEI**”) code, and natural persons need to find their NID (National ID or National Client Identifier) to accept the Tender Offer. Note that it is the legal person’s legal status that determines whether a LEI code or NID number is required, and that SEB may be prevented from performing the transaction to the person if LEI or NID number (as applicable) is not provided. Legal persons who need to obtain a LEI code can contact one of the suppliers available on the market. Instructions for the global LEI system can be found on the following website: [gleif.org/en/about-lei/get-an-lei-find-lei-issuing-organizations](http://gleif.org/en/about-lei/get-an-lei-find-lei-issuing-organizations). Those who intend to accept the Tender Offer are encouraged to apply for registration of a LEI code (legal persons) or to find out their NID number (physical persons) in good time, as this information is required on the application form at the time of submission.

## **Information about Processing of Personal Data**

Those who accept the Tender Offer will submit personal data, such as name, address and social security number, to SEB, who is controller for the processing. Personal data provided to SEB will be processed in data systems to the extent required to administer the Tender Offer. Personal data obtained from sources other than the customer may also be processed. Personal data may also be processed in the data systems of companies with which SEB cooperates. Address details may be obtained by SEB through an automatic procedure executed by Euroclear. For additional information on the processing of personal data by SEB, including details on how to exercise data subjects’ rights, see [seb.fi/en/legal/handling-of-personal-data](http://seb.fi/en/legal/handling-of-personal-data).