

## Terms and conditions for "Invent With Nokia Share & Earn Scheme"

Nokia promotes and encourages innovative activities and has established a mutually beneficial framework called Share & Earn Scheme, by which Nokia may reward inventors for recommending other inventors for the Invent With Nokia platform ("Referring Inventor"). If a new inventor registers using the unique referral code provided by the Referring Inventor ("Referred Inventor"), and Nokia subsequently patents one of the Referred Inventor's ideas, the Referring Inventor will receive a one-time referral award. These Terms and Conditions govern such referral activities.

These Invent With Nokia Share & Earn Terms and Conditions ("Terms and Conditions") apply between Nokia and any person who recommends inventors to register who are not yet registered with the Invent With Nokia platform. These Terms and Conditions also apply between Nokia and any person not yet registered with the Invent With Nokia platform who registers with the Invent With Nokia platform using a unique referral code provided by the Referring Inventor. Please read these Terms and Conditions before referring anyone to the Invent With Nokia platform. By referring a person to the Invent With Nokia platform, the Referring Inventor accepts these Terms and Conditions. By registering with the Invent With Nokia platform using the unique referral code, the Referred Inventor accepts these Terms and Conditions. If the Referring Inventor and/or the Referred Inventor do not accept these Terms and Conditions, he or she must not refer anyone to the Invent With Nokia platform nor register with the Invent With Nokia platform using the unique referral code.

If the Referring Inventor knows an inventor who s/he believes could contribute to Invent With Nokia, s/he may recommend him/her for registering with Invent With Nokia platform. For clarity, these Terms and Conditions do not obligate the Referring Inventor to recommend anyone for Invent With Nokia platform, but the Referring Inventor may choose to do so to avail himself or herself of the possibility of receiving a Referral Award (as defined below). Furthermore, these terms and conditions do not obligate Nokia to accept any submission by the Referred Inventor, and Nokia may choose not to accept his/her submission by notifying him/her thereof.

### Referral Award

Provided the Referring Inventor has acted in full compliance with these Terms and Conditions and any other instructions given to him/her by Nokia from time to time, the Referring Inventor may be eligible to receive a monetary referral award ("Referral Award") for recommending a Referred Inventor to Invent With Nokia. The eligibility for the Referral Award is dependent on the Referred Inventor submitting an invention and on Nokia patenting that invention. The Referring Inventor is entitled to a Referral Award for the first patented invention of any Referred Inventor. The amount of the Referral Award is one thousand Euros (1000 EUR).

Nokia will notify the Referring Inventor of any Referral Award s/he becomes eligible to by using the contact information the Referring Inventor has provided using Invent With Nokia. Nokia will also send him/her a template of an invoice which s/he must complete with his/her payment details and send back to Nokia. Nokia will then pay the Referral Award within ninety (90) days from the receipt of such invoice.

The Referring Inventor understands and agrees that:

- i. His/Her eligibility for the Referral Award is subject to these Terms and Conditions and that the mere recommending of Referred Inventor to Invent With Nokia shall not give him/her the right to receive any Referral Award;

- ii. the recommending of Referred Inventor and the submitting of an Invention by that Referred Inventor shall not obligate Nokia to file any patent applications or take any other actions with respect to such an Invention; and
- iii. Referred Inventor may already have registered with Invent With Nokia platform, in which case the Referring Inventor shall not be eligible for the Referral Award although such Referred Inventor would submit an Invention to Invent With Nokia for which Nokia would then file a patent application.

The Referring Inventor is liable to pay all taxes (including, but not limited to, taxes based upon his/her income) and/or levies imposed under applicable laws or regulations and tax treaties as a result of Share & Earn Scheme framework and any payments made hereunder (including those required to be withheld or deducted from Referral Award payments). If the law requires that taxes are withheld from any payments made by Nokia under Share & Earn Scheme framework, Nokia is entitled to make such withholdings. The Referring Inventor will hold Nokia harmless against any claims by any tax authority based on any non-payment or underpayment of any taxes s/he is liable for on his/her income under this Agreement. The Referring Inventor understands and agrees that the recommending of any Referred Inventors by him/her is entirely voluntary and these Terms and Conditions do not (i) obligate him/her to recommend any Referred Inventor to Invent With Nokia platform or (ii) entitle Nokia to direct him/her to recommending any Referred Inventor to Invent With Nokia platform and, accordingly, these terms and conditions or the recommending of a Referred Inventor by the Referring Inventor shall under no circumstances establish an employment relationship between Nokia and the Referring Inventor.

#### Other provisions

Confidentiality. Because Nokia may decide to file one or more patent applications based on the Referred Inventors invention and/or additional information, the Referred Inventor warrants that s/he has kept and agrees that s/he will keep the invention and any additional information confidential and that s/he has not disclosed and will not disclose the invention or the additional information to any third party, including the Referring Inventor, without maintaining such confidentiality, until and unless otherwise instructed by Nokia.

Modifications. Nokia may modify these Terms and Conditions and the Invent With Nokia Share & Earn Scheme framework from time to time. The Referring Inventor and the Referred Inventor must always check the most current version. The referral and/or the registering with Invent With Nokia platform using a unique referral code will always be governed by the most current version of these Terms and Conditions at the time of the referral and/or the above mentioned registering. The continued use of Share & Earn Scheme framework shall constitute the Referring Inventor's and/or the Referred Inventor's consent to any modifications.

Assignment. Neither Party may assign, or otherwise transfer its rights and obligations under this Agreement to any third party at any time under any circumstances, without the prior written consent of the other Party. Notwithstanding the foregoing, Nokia may assign this Agreement to a third party in connection with a transfer of its business or a portion thereof.

Waiver. The failure or delay of either Party in exercising any of its rights hereunder, including any rights with respect to a breach or default by the other Party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other Party.

Limitation of Liability. To the maximum extent permitted by law, in no event shall Nokia be liable for any indirect, consequential or special damages arising under this Agreement. In no event shall Nokia's liability exceed the lesser of (a) the amounts paid by Nokia to the Referring Inventor under these Terms and Conditions or (b) one thousand Euros (1000 EUR).

Severability. In the event that it is determined by a court of competent jurisdiction in its legally binding and final decision that any provision of these Terms and Conditions is held invalid, illegal, or otherwise unenforceable, such provision shall be construed and enforced as closely as possible in accordance with its stated intention, while the remainder of these terms and conditions will remain in full force and effect and bind the Parties.

Notices.

Nokia may give general notices to all persons that recommend Referred Inventors to Invent With Nokia platform (including Referring Inventor) through Invent With Nokia. The Referring Inventor is responsible for checking any such notices. Notices that are specifically addressed to him/her may be sent by Nokia to the email address or the mail address s/he has provided at Invent With Nokia. The Referring Inventor and/or the Referred Inventor may send notices under these Terms and Conditions to Nokia through Invent With Nokia or by mail to the following address: Nokia Technologies Oy, ATTN: Patenting, Invent With Nokia, P.O. BOX 226, FI-00045 Nokia Group, FINLAND.

Governing Law and Venue. These Terms and Conditions shall be governed by and construed in accordance with the laws of Finland. Any dispute, controversy or claim arising out of or relating to these terms and conditions, or the breach, termination or validity thereof which cannot be amicably settled by the parties shall be finally decided by the District Court of Helsinki in Finland, including possible appellate proceedings.

Personal Data. By accepting these Invent With Nokia Share & Earn Terms and Conditions the Referring Inventor and/or Referred Inventor consents to the processing and use of his/her personal data that is submitted to Invent With Nokia. The data might be transferred outside the EEA, for example to the United States. A Description of the Data File (as defined in the Finnish Data Protection Act) is available [here](#).