



Nokia Short-Term Disability Plan

Plan Document and Summary Plan Description

March 2022

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Introduction

Nokia's benefit programs can be an important part of your financial security. The Nokia Short-Term Disability (STD) Plan (the "Plan") is intended to provide eligible employees with protection against loss of earned income during periods of Disability, as defined in the Plan. (Capitalized words and phrases that appear in this document have specific meanings under the Plan. Those words and phrases are defined in Article 2, "Terms You Should Know.")

This document serves as the official plan document of the Plan and also as the Plan's Summary Plan Description (SPD). It sets forth the terms of the Plan as of March 1, 2022. In this regard, the Plan, as reflected herein, is applicable to Eligible Employees whose First Day of Absence is on or after March 1, 2022.

The Company expects to continue the Plan but reserves the right to amend, modify, or terminate it, in whole or in part, at any time by resolution of the Company's Board of Directors or its duly authorized delegate(s).

<p>This document constitutes an amendment and restatement of the Plan and replaces all prior communications regarding the Plan.</p>

Article 1: Purpose and History of the Plan

1.1 Purpose

The purpose of the Plan is to provide Eligible Employees with protection against loss of income during periods of Disability in accordance with the terms of the Plan.

1.2 History

The Plan is hereby amended and restated, effective on March 1, 2022 (1) to provide for a new single schedule of benefits (applicable without regard to years of service), (2) to eliminate the “Represented” plan design; (3) to provide that appeals of adverse benefit decisions are to be heard by the Nokia Employee Benefits Committee (rather than the Nokia Benefit Claim and Appeal Committee); (4) to reference the extended period for filing claims, consistent with the declaration of a national emergency due to the Coronavirus (COVID-19) pandemic; and (5) to make certain other clarifying changes.

Effective on April 1, 2018, the Plan was amended and restated to include additional information regarding the Plan’s claims and appeals process and to reflect the new name of Nokia Investment Management Corporation (known, before March 1, 2018, as Alcatel-Lucent Investment Management Corporation).

Effective on January 1, 2018, the Plan was amended and restated to exclude International Assignees from eligibility under the Plan and to reflect the new name of the Company.

Effective as of January 1, 2017, the Plan was amended and restated and was renamed the Nokia Short-Term Disability Plan.

The Plan was originally established as the Lucent Technologies Inc. Short Term Disability Plan for Management Employees effective on January 1, 2001. The Plan was thereafter amended, or amended and restated, at various times. The Plan was later renamed the Alcatel-Lucent Short-Term Disability Plan. Effective on January 1, 2015, the Plan was amended to include Eligible Represented Employees.

Article 2: Terms You Should Know

There are several words and phrases that have specific meanings under the Plan. This section explains those terms so you can better understand your benefits. These terms are capitalized when they appear in this SPD/Plan Document.

2.1 **Base Pay:**

- (a) with respect to an Eligible Employee who is paid an annual salary, the Eligible Employee's base salary and applicable differentials but excluding bonuses, incentives, commissions, premiums, allowances, performance plan payments and any other discretionary or non-discretionary compensation, unless required by law;
- (b) with respect to an Eligible Employee who is paid on an hourly basis, the Eligible Employee's straight-time earnings and applicable differentials but excluding overtime, bonuses, incentives, commissions, premiums, allowances, performance plan payments and any other discretionary or non-discretionary compensation, unless required by law;

in effect on the day preceding the Eligible Employee's first day of absence due to Disability.

If the Eligible Employee is on a reduced salary plan, which is also known as full salary equivalent, on the day prior to Short-Term Disability Benefits commencing, that reduced salary will be used for purposes of determining the Short-Term Disability Benefit.

2.2 Certified Disability: a Disability that has been recognized by the Claims Administrator as having met the requirements of this Plan, including reporting your claim in a timely manner, being under Medically Appropriate Treatment by and adhering to the treatment plan of a qualified Healthcare Provider, providing regular reports and updates to the Claims Administrator that support the Disability and treatment plan and your compliance with such treatment plan, and traveling only as permitted by the Claims Administrator.

2.3 Claims Administrator: the Company's Disability and Leave Administration (DLA) Team, or any successor team or individual. The Claims Administrator has discretionary authority to determine, in accordance with the documents or instruments governing the Plan, any and all questions arising from administration of the Plan and interpretation of all Plan provisions, determination of all questions

relating to participation in the Plan and eligibility for Plan benefits, determination of all facts, determination of the amount payable under and extent of other benefits provided under the Plan, and construction of all Plan terms. Decisions of the Claims Administrator are subject to oversight and review by the Plan Administrator and the EBC. The Claims Administrator may delegate its responsibilities to others and employ others to carry out or render advice with respect to its responsibilities under the Plan, including discretionary authority to interpret and construe the terms of the Plan, to direct disbursements and to determine eligibility for Plan benefits.

- 2.4 Code:** The Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.
- 2.5 Company:** Nokia of America Corporation (known, before January 1, 2018, as Alcatel-Lucent USA Inc.), a Delaware corporation, and any successor entity.
- 2.6 Disability/Disabled:** the employee's own illness or injury that the Claims Administrator (or, in connection with any claim or appeal, the Plan Administrator or the EBC) has determined renders the Eligible Employee unable to perform the essential duties of the Eligible Employee's job.
- 2.8 EBC:** see Employee Benefits Committee (EBC).
- 2.9 Eligible Employee:** an Employee, other than an Excluded Employee, who works for a Participating Company and who is paid via the U.S. payroll. For purposes of the Plan, an individual who is otherwise an Eligible Employee shall not cease being an Eligible Employee during any absence under the Family and Medical Leave Act or during any Personal Leave of Absence or New Child Leave of Absence. For purposes of the Plan, an employee who is otherwise an Eligible Employee shall not be considered to be an Eligible Employee during any Military Leave of Absence, Extended Personal Leave of Absence, or Disability Leave of Absence.
- 2.10 Employee:** a regular full-time or part-time employee, or a "term/fixed term" employee of a Participating Company (as determined by the records of the Participating Company)--
- (a) who is paid at an annual salary,
 - (b) whose position is not subject to automatic wage progression,
 - (c) who receives a regular and stated compensation, other than a pension or retainer, from a Participating Company, and
 - (d) who is not a foreign country national.

- 2.11 Elimination Period:** the first seven consecutive calendar days of absence (sick time) due to illness or injury that immediately precedes and qualifies the Eligible Employee for Short-Term Disability.
- 2.12 Employee Benefits Committee (EBC):** the committee appointed by the Company to undertake certain administrative responsibilities with respect to the Plan. The EBC serves as the final review committee for all questions relating to the administration of the Plan. Decisions by the EBC are conclusive and binding on all parties and not subject to further internal review. The EBC has sole and complete discretionary authority to determine conclusively for all parties, and in accordance with the terms of the documents or instruments governing the Plan, any and all questions arising from administration of the Plan and interpretation of all Plan provisions, determination of all questions relating to participation in the Plan and eligibility for Plan benefits, determination of all facts, determination of the amount payable under and extent of other benefits provided under the Plan, and construction of all Plan terms. The EBC may delegate its responsibilities under the Plan to others and employ others to carry out or render advice with respect to its responsibilities under the Plan, including discretionary authority to interpret and construe the terms of the Plan and to determine eligibility for Plan benefits.
- 2.13 ERISA:** the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder.
- 2.14 Excluded Employee:** each of the following:
- (a) an individual who does not receive payment for services from a Participating Company's U.S. payroll, even if such individual is reclassified by a court or administrative agency as a common law employee of a Participating Company,
 - (b) an employee who is employed by an independent company (such as an employment agency),
 - (c) an employee whose services are rendered pursuant to a written agreement excluding participation in the Company's benefit plans,
 - (d) an employee who is a Leased Employee,
 - (e) a temporary employee,
 - (f) an intern,
 - (g) a co-op student,

- (h) a trainee (other than an International Graduate Trainee), and
- (i) an International Assignee.

2.15 First Day of Absence: the first day absent from work due to an illness or injury. The First Day of Absence is the start of the Elimination Period.

2.16 Healthcare Provider: a provider of healthcare services or supplies, such as a Physician, physical therapist, chiropractor, or an organization such as a home healthcare agency, or healthcare facility, such as a hospital.

2.17 International Assignee: an employee who is classified by the Company or other Nokia Group company as a long-term international assignee or who is on international assignment pursuant to an International Professional Contract (IPC). For illustrative purposes (and without limiting the foregoing), Nokia classifies employees as International Assignees based on the following classifications:

- (a) An employee who is classified as an Expatriate (Outbound Assignee) meaning the employee's home country is the United States, and the Expatriate is on an international assignment for the Company outside of the United States, or
- (b) An employee who is classified as an Inpatriate (Inbound Assignee) meaning the employee's home country is outside of the United States, and the Inpatriate is on an international assignment for the Company in the United States, or
- (c) An employee who is classified as on an International Professional Contract (IPC) meaning the employee does not have a designated home country and is on an international assignment for the Company in the United States.

2.18 Medically Appropriate Treatment: diagnostic services, consultation, care or other services that:

- (a) are consistent with and medically supported by the symptoms or diagnosis causing the Eligible Employee's Disability;
- (b) are rendered by a Physician or Healthcare Provider whose license and any specialty are consistent with the disabling condition; and
- (c) are rendered according to generally accepted, professionally recognized standards of medical practice, including frequency of treatment and care.

2.19 Nokia Benefits Resource Center: the service center to which to direct questions regarding other benefits, including health, life, and pension, while on STD and if STD benefits expire and you are unable to return to work.

2.20 Nokia Group: the Company and each entity required to be aggregated with the Company under Sections 414(b), (c), (m) or (o) of the Code, i.e., all companies (parents, subsidiaries, and affiliates) that are under “common control” with the Company, plus the Company. Effectively, this means all “Nokia group” entities.

2.21 Participating Company: each of the following:

- Nokia of America Corporation
- Nokia Investment Management Corporation
- Nokia Puerto Rico Inc.

2.22 Physician: either of the following:

- (a) a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
- (b) any other duly licensed medical practitioner, who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner described above must be acting within the scope of his or her license and must be qualified to provide Medically Appropriate Treatment for the Eligible Employee’s disabling condition.

Physician does *not* include the Eligible Employee or the Eligible Employee’s Relatives.

2.23 Plan Administrator: the Company, acting by and through the individual occupying the position of Plan Administrator or his or her successor. The Plan Administrator has discretionary authority to determine, in accordance with the documents or instruments governing the Plan, any and all questions arising from administration of the Plan and interpretation of all Plan provisions, determination of all questions relating to participation in the Plan and eligibility for Plan benefits, determination of all facts, determination of the amount payable under and extent of other benefits provided under the Plan, and construction of all Plan terms. Decisions of the Plan Administrator are subject to oversight and review by the EBC. The Plan Administrator may delegate its responsibilities for the administration of the Plan to others and employ others to carry out or render advice with respect to its responsibilities under the Plan, including discretionary authority to interpret and construe the terms of the Plan, to direct disbursements and to determine eligibility for Plan benefits.

2.24 Plan Document: the written instrument that sets forth the terms of the Plan. For some employee benefit plans, the Plan Document is much more detailed than the Summary Plan Description (SPD), which is required only to set forth a summary of the plan’s terms. Here, because the Plan’s terms are easily stated, any summary of them would likely be identical. Accordingly, the Company and the Plan Administrator

have opted to adopt and published this single document, which functions both as the Plan Document and as the SPD for the Plan.

2.25 Relatives: each of the following:

- (a) the Eligible Employee's spouse or civil union partner or domestic partner;
- (b) the Eligible Employee's siblings, parents, children, and grandparents;
- (c) the siblings, parents, children, and grandparents of the Eligible Employee's spouse, civil union partner or domestic partner;
- (d) a person living in the Eligible Employee's household or otherwise supported by the Eligible Employee.

2.26 Short-Term Disability Benefits/Short-Term Disability Benefits Payments: payments that Eligible Employees who are participants in the Plan are qualified to receive. Short-Term Disability Benefits will ordinarily be paid at the same intervals of time as applicable to the payment of wages to the Eligible Employee if the Eligible Employee were actively at work. Such payments terminate when the Disability ceases and shall in no case extend beyond the Short-Term Disability Benefits period. Note: The Eligible Employee is not entitled to receive Short-Term Disability Benefits or Short-Term Disability Benefits Payments for any period of time for which any wages are paid by a Participating Company.

2.27 SPD: see Summary Plan Description (SPD).

2.28 STD Benefits/STD Benefits Payments: see Short-Term Disability Benefits/Short-Term Disability Benefits Payments.

2.29 Summary Plan Description (SPD): a written summary of the material terms of an employee benefit plan. SPDs summarize the rights, benefits, and responsibilities of participants and beneficiaries in a plan and include information regarding the terms of the plan, such as eligibility requirements and what benefits the plan provides, and also regarding how those benefits may be obtained. See also Plan Document.

Article 3: Participating in the Plan

3.1 Eligibility

To be eligible for benefits under the Plan, you must be an Eligible Employee. You do not need to enroll in the Plan. Coverage under the Plan is provided as of your date of hire by a Participating Company. Coverage is provided at no cost to you.

3.2 Elimination Period

The first seven consecutive calendar days of absence due to illness (sick time) or injury is referred to as the “Elimination Period”. The Elimination Period begins with the First Day of Absence. No STD Benefits are payable for or with respect to the Elimination Period. Days absent during the Elimination Period should be recorded by you or your manager using the appropriate time reporting systems and practices. (Refer to the Sick Time section in the Leave of Absence Guideline for the United States and/or your manager for more information.) STD Benefits begin as of the eighth consecutive calendar day of your absence due to illness or injury, provided you have been certified as Disabled by the Claims Administrator.

3.3 Holiday Pay During Elimination Period and While on Disability

Holidays that occur during the Elimination Period are counted towards the Elimination Period and are paid according to Nokia’s guidelines with respect to holiday pay. Holidays that occur during your Certified Disability are paid at the Disability rate of pay.

Article 4: Benefits Available Under the Plan

4.1 Who Is Eligible and When

Eligible Employees are eligible to receive STD Benefits beginning as of the eighth consecutive calendar day of absence due to a Certified Disability. The first seven days of your absence are considered the Elimination Period and are to be reported as sick time (see “Elimination Period” in the “Participating in the Plan” section of this Plan Document/SPD).

4.2 Requirements for Certified Disability and STD Benefits

To be certified as Disabled and receive STD Benefits, you must:

- (a) Promptly notify your manager as soon as possible of your need for absence due to illness or injury and the anticipated duration of your absence;
- (b) Ensure that you or your manager reports your absence through the designated tool (see “Elimination Period” in the “Participating in the Plan” section of this Plan Document/SPD) (note: you remain responsible for ensuring that your absence has been reported to the Claims Administrator);
- (c) Be under a qualified Healthcare Provider’s Medically Appropriate Treatment and follow the recommended treatment plan;
- (d) Provide information from your qualified Healthcare Provider, as requested by the Claims Administrator and submitted to and satisfactory to the Claims Administrator, regarding your disability, including information regarding the nature and frequency of your treatment;
- (e) Have a medical examination by a qualified Healthcare Provider designated by the Claims Administrator and/or provide any additional information when requested;
- (f) Be certified as Disabled by the Claims Administrator;
- (g) Respond immediately to all inquiries made by the Claims Administrator; and
- (h) Contact the Claims Administrator to obtain written permission if you intend to travel during any part or all of the period for which you are seeking or receiving STD Benefits. To receive STD Benefits during your time away from

home, you must continue to furnish satisfactory proof of your Disability, your ability to travel safely, and evidence of proper care while you are away from home.

The Claims Administrator will supply all the forms you need to complete for STD Benefits.

You should review your paycheck to ensure that your STD Benefits Payments are in effect and accurate. You should report any discrepancies in STD Benefits Payments to the Claims Administrator.

4.3 STD Benefits Period and STD Benefits Amount

Short-Term Disability (STD) Benefits begin on the eighth consecutive calendar day of an absence due to a Certified Disability and continue up to a maximum of 26 weeks (subject to earlier discontinuance in accordance with Section 4.5). For Certified Disabilities, the STD Disability Benefits are as follows:

Benefit Period	Benefit Amount
First 13 weeks	100% of Base Pay
Next 13 weeks	70% of Base Pay

4.4 If You Become Disabled Again

The following table outlines how benefits are paid if you become Disabled again, whether due to the same or a different cause as your previous Disability.

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If You Return to Work And Have A Subsequent Disability That Occurs:	Your STD Benefits Resume on:	Your STD Benefits Are Based on Your Base Pay on:	In Determining the Amount of Your STD Benefits:
Less than or equal to two weeks (14 calendar days) after your return	The first day of your subsequent absence due to Disability	The first day of your subsequent absence due to Disability	The previous absence will be counted toward the 26-week maximum STD benefit
More than two weeks (15 or more calendar days) but less than 13 weeks after your return	The eighth consecutive calendar day of your subsequent absence due to Disability	The first day of your subsequent absence due to Disability	The previous absence will be counted toward the 26-week maximum STD benefit
At least 13 weeks after your return	The eighth calendar day of your subsequent absence due to Disability	The first day of your subsequent absence due to Disability	The previous absence will not be counted. You will be eligible for another 26 weeks of STD benefits.

4.5 Termination of STD Benefits

STD Disability Benefits shall continue until the earliest to occur of the following:

- (a) Your Disability ceases;
- (b) Your Disability is no longer certified under the Plan;
- (c) The expiration of the applicable STD Benefits period;
- (d) Your employment with a Participating Company ends, whether voluntarily or involuntarily, including as a result of retirement;
- (e) Your death; or
- (f) The termination of the Plan.

4.6 If You Remain Disabled After Your STD Benefits Expire

If after receiving 26 weeks of STD Benefits, you are not able to return to work, with or without reasonable accommodations, your employment will end and you may be eligible for benefits under the Nokia Long-Term Disability Plan. If this should happen, you should also contact the Nokia Benefits Resource Center for information regarding the impact on other benefits, including health, life, and pension.

4.7 Offset

If you are eligible for or receive benefits from another source (for example: state disability income; workers' compensation; federal, state, or locally mandated paid leave; or other Nokia Group-provided short-term disability benefits coverage) on account of your Disability or with respect to any period for which you are Disabled, the amount payable to you under the Plan is reduced by the amounts that you are eligible to receive from those other sources. If this offset provision applies, your STD Benefits under this Plan will be coordinated with such other benefit amounts for a total combined benefit not to exceed the maximum amount of STD Benefits provided under this Plan--even if you fail to apply for such other benefits. Note: STD Benefits Payments under the Plan are not reduced for disability benefits you receive or are eligible to receive for military service or under Social Security.

If you are living in a jurisdiction that provides state disability income and/or other paid leave income, you are responsible for applying for those benefits directly through the applicable government agency or insurance carrier. For disability benefits, New Jersey employees should contact the Claims Administrator regarding their state disability income.

4.8 Recovery of Overpayments/Erroneous Payments

The Plan has the right to recover any amounts that it has overpaid or that it has erroneously paid. An overpayment occurs if the amount paid is more than the amount of STD benefits to which you are entitled under the Plan. This includes but is not limited to benefits that should have been reduced by workers' compensation, state disability or other plans or programs, administrative issues and overpayments that result from any periods of non-certified disabilities. An erroneous payment occurs if an amount was paid and you were not entitled to it (for example, if you were not an Eligible Employee or were no longer certified as Disabled).

Overpayments and erroneous payments may be recovered by any of the following methods:

- stopping or reducing any future Short-Term Disability Benefits payable to you;
- demanding an immediate refund of the overpayment/erroneous payment;

- taking legal action; and/or
- any other means permitted by applicable law.

In addition, the Plan and/or the Company, as sponsor of the Plan, has discretionary authority to seek reimbursement from the overpaid/erroneously paid party of attorney's fees incurred in attempting to collect applicable overpayments/erroneous payments.

4.9 Social Security

Social Security may also provide disability benefits to employees who qualify. Social Security benefits are paid in addition to benefits paid under the Plan.

In order to receive Social Security benefits, you must apply for them. For more information, contact your local Social Security office.

4.10 Family and Medical Leave Act (FMLA) and Other Legislated Leaves, including State/Local Leaves

Nokia plans/programs may provide qualified employees more generous benefits than the FMLA and other legislated leaves. These plans/programs run concurrently with an employee's eligibility under FMLA and other legislated leaves. Refer to the Leave of Absence Guideline for the United States for more information.

Article 5: Employment-Related Events

There are a number of events that can affect your participation in the Plan. This section describes those events and how they affect your participation in the Plan.

5.1 If Your Request for STD Certification is Denied (Non-Certified)

If your request for STD certification is denied, you will be notified of such denial in writing. You may be eligible for FMLA leave if your absence meets FMLA criteria. See the FMLA section in the Leave of Absence Guideline for the United States for more details.

5.2 If You Return to Work

To return to work, you or your Healthcare Provider must provide the Claims Administrator with a medical release in advance of your return to work and any other documentation or medical examinations required to support your return to work. The medical release must include any work restrictions from the treating Healthcare Provider. Without a release from the treating Healthcare Provider and other required documentation, you will not be allowed to return to work until such provided information is satisfactory to the Claims Administrator.

If you are a qualified individual under the Americans with Disabilities Act (ADA) who requires a reasonable accommodation to perform the essential functions of your job, you should request such accommodation. Nokia complies with all applicable federal, state and local laws.

A reasonable effort will be made to reinstate you to your previous position upon return from STD. However, there is no guarantee of a position being available upon return from STD, except as provided by applicable federal, state, and local regulations.

5.3 If You Are Unable To Return To Work

For your return to work to be considered, the medical release from your treating Healthcare Provider and any other required documentation given to the Claims Administrator must include any work restrictions. If the Participating Company for which you worked immediately prior to your STD period is unable to place you in a job because it is unable to accommodate work restrictions outlined in the medical release, you may be returned to STD status if medically appropriate and if you have not exhausted your 26 weeks of paid STD benefits.

If you are not medically able to return to work or your work restrictions cannot be accommodated by your manager and you are within 90 days of exhausting your benefits, you may be sent information on Long-Term Disability (LTD) benefits for which you may be eligible. Nokia encourages you to apply for these benefits even if you think you may be returning to work prior to exhausting your STD benefits. If upon the expiration of your 26-week STD Benefits period you are medically unable to return to work, Nokia will determine if you are eligible for a Disability Leave of Absence or whether to terminate your employment.

You should also contact the Nokia Benefits Resource Center for information regarding the impact on other benefits, including health, life, pension, and retirement savings (i.e., 401(k)).

5.4 If You Terminate Employment

If your employment is terminated, voluntarily or involuntarily, including by retirement, you are no longer covered under the STD Plan.

5.5 If You Transfer Employment within Nokia

If you transfer from one Participating Company to another Participating Company, your participation in the STD Plan will not be affected. If you transfer to a non-Participating Company, you will no longer have coverage under the STD Plan.

Article 6: Claims and Appeals

This Section contains other important information about the STD Plan and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA). Please note that applicable law and the Plan's provisions require you to pursue all of your claim and appeal rights on a timely basis before seeking any other legal recourse regarding claims for benefits.

6.1 How to File a Claim

Employees eligible for a benefit under the STD Plan or any individual duly authorized by them, have the right under ERISA and the Plan to file a claim for benefits. If your disability absence has been reported to the Claims Administrator, your claim for STD Benefits will be opened, and you will be contacted by the Claims Administrator to complete the claim process. For other claims, you must submit your claim in writing to the Claims Administrator (see Administrative Information).

Claims for STD benefits should be immediately delivered to the Claims Administrator unless the delay can be shown to have been unavoidable but no later than sixty (60) days* from the date your disability absence began. For all other claims, your claim must be delivered to the Claims Administrator no later than sixty (60) days* after the date on which your claim arises.

*** Outbreak Period Delay:** As a result of the declaration of a national emergency due to the Coronavirus (COVID-19) pandemic, these 60-day periods will not start until the earlier to occur of the following (a) the 60th day immediately following the end of the declaration of national emergency due to COVID-19, and (b) the one-year anniversary of the date on which your claim arises. Thus, for example, if your claim were to arise on July 15, 2022 and if the declaration of national emergency due to COVID-19 ended on August 30, 2022, any claim you might wish to assert must be delivered to the Claims Administrator by December 28, 2022 (60 days from the 60th day after August 30, 2022). If, on the other hand, the declaration of national emergency due to COVID-19 did not end until August 30, 2023, any claim you might wish to assert must be delivered by September 13, 2023 (60 days plus one-year from the date on which your claim arose). Note: You do not need to wait until the end of the Outbreak Period to deliver your claim to the Claims Administrator.

You will receive a **written notice** of the Claims Administrator's decision within 45 days after the Claims Administrator receives your claim (except where you have been approved by the Claims Administrator for STD Benefits).

The notice will include the following information—

- (a) the specific reason(s) for the decision, including reference to the Plan provisions on which the decision is based,
- (b) if applicable, a description of any additional material or information necessary to perfect your claim and a description of why such material or information is necessary,
- (c) an explanation of the basis for disagreeing with or not following, as applicable:
 - (i) if included as part of your claim, the views of any health care professionals treating you and vocational professionals who evaluated you;
 - (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the determination of your claim for benefits, without regard to whether the advice was relied upon in making the benefit determination; and
 - (iii) if included as part of your claim, a disability determination for you by the Social Security Administration, and
- (d) a description of the Plan's review procedures and the time limits applicable to such procedures, along with a statement of your right to bring a civil action under Section 502(a) of ERISA (following any adverse benefit determination after review on appeal).

Note: If the Claims Administrator needs more than 45 days to make a decision, a representative will notify you in writing within the initial 45-day period and explain why more time is required. An additional 30 days (for a total of 75 days) may be taken if the Claims Administrator sends this notice. The extension notice will show the date by which the Claims Administrator's decision will be sent. If, prior to the end of the first 30-day extension period, the Claims Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for rendering a decision may be extended for up to an additional 30 days (for a total review period of 105 days), provided that the Claims Administrator notifies you, prior to the expiration of the first 30-day extension

period, of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

If you do not hear from the Claims Administrator within any of the appropriate time frames as described above, your claim will be deemed to have been denied.

If a claim for benefits is denied, or if an Eligible Employee believes that benefits under the Plan to which he or she is entitled have not been provided, the Eligible Employee or his or her representative may appeal this denial.

Nokia can provide interpretation and translation services in Spanish, Tagalog, Chinese and Navajo. Please contact the Plan's Claims Administrator if you need these services.

Nokia tiene disponibles servicios de interpretación y traducción en español. Por favor, póngase en contacto con su Administrador de reclamos del plan, en caso de requerir estos servicios.

Naglalaan ng mga serbisyong interpretasyon at pagsasalin sa wikang Tagalog ang Nokia. Mangyaring makipag-ugnayan sa inyong Claims Administrator kung inyong kailangan ng ganitong mga serbisyo.

诺基亚提供中文口译和笔译服务。如需这些服务，请联系理赔专员。

诺基亚提供中文口譯和筆譯服務。如需這些服務，請聯絡理赔專員。

Nokia éí Diné bizaadjí atxa'hane' dóó saad náak'aasjį bee hółǫ. T'áá shqodí Naaltsoos ihxi'níłl yádasidáhígíí chóidíłt'eeł íkwe'é shíká adoowoł nínízingo.

6.2 How to File An Appeal

If your claim for benefits is denied, in whole or in part, or, if you did not receive a notification regarding your claim within the time frames as described above, an appeal process is available to you. You or your authorized representative may appeal in writing. Send all appeals to Nokia, Attn: Employee Benefits Committee, Room 6C-402A, 600-700 Mountain Avenue, Murray Hill, NJ 07974.

All appeals must be delivered to the EBC within one-hundred eighty (180) days* of the denial.

*** Outbreak Period Delay:** The Claims Administrator will advise you, in its written decision regarding your claim, whether and the extent to which this 180-day period is delayed as a result of the declaration of national emergency due to COVID-19.

You will receive a written notice of the EBC's decision within 45 days after the EBC receives your appeal (except under certain limited circumstances, as noted further below).

If your appeal is denied, in whole or in part, the notice denying your appeal will include the following information—

- (a) the specific reason(s) for the decision, including reference to the Plan provisions on which the decision is based,
- (b) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits (for this purpose, "relevant" means relevant as defined in DOL Reg. § 2560.503-1(m)(8)),
- (c) an explanation of the basis for disagreeing with or not following, as applicable:
 - (i) if included as part of your appeal, the views of any health care professionals treating you and vocational professionals who evaluated you;
 - (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the determination of your appeal for benefits, without regard to whether the advice was relied upon in making the benefit determination; and
 - (iii) if included as part of your appeal, a disability determination for you by the Social Security Administration, and
- (d) a statement of your right to bring a civil action under Section 502(a) of ERISA.

Note: If special circumstances cause the EBC to need more than 45 days to make a decision, a representative will notify you in writing within the initial 45-day period and explain why more time is required. An additional 45 days, for a total of 90 days, may be taken if the EBC sends this notice.

If the EBC does not respond within 45 (or 90) days, your appeal will be deemed to have been denied, and you will be considered to have exhausted your administrative

remedies under the Plan and will be entitled to pursue a remedy under Section 502(a) of ERISA.

The EBC serves as the final review committee under the Plan. Decisions by the EBC are conclusive and binding on all parties and not subject to further review.

6.3 Exhaustion of Remedy

No claimant shall institute any action or proceeding in any state or Federal court of law or equity, or before any administrative tribunal or arbitrator, for a claim for benefits under the Plan without having first exhausted the procedures set for in this Article 6 of the Plan.

6.4 Payment of Benefits Following Successful Claim or Appeal

If the Claims Administrator, the Plan Administrator, or the Employee Benefits Committee determines that a claimant is entitled to a benefit hereunder, payment of such benefit will be made in accordance with the terms of the Plan, as soon as administratively practicable after the date the determination that such claimant is entitled to such benefit.

Benefit payment(s), if applicable, shall be paid without interest.

Article 7: Your Rights Under ERISA

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). These rights are described below.

7.1 Your Right to Receive Information About the Plan and About Your Benefits Under the Plan

ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all Plan documents and, if applicable, insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated SPD. The administrator may make a reasonable charge for the copies.

7.2 Your Right to Prudent Actions by the Plan's Fiduciaries

In addition to establishing rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all participants and beneficiaries. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

7.3 Enforcing Your Rights

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know the reasons for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time limits.

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of the latest Form 5500 from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials to you and also to pay you up to \$110 a day until you receive the materials (unless the materials were not sent because of reasons beyond the control of the Plan Administrator). If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that the Plan's fiduciaries misuse the money belonging to the Plan, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

7.4 Assistance with Your Questions

If you have any questions about the Plan, you should contact the Nokia STD Plan Administrator. If you have any questions about this statement of your ERISA rights or about your rights under ERISA, or if you need assistance in obtaining documents from the STD Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by going to www.dol.gov/EBSA or calling the publications hotline of the Employee Benefits Security Administration at (866) 444-EBSA (3272).

Article 8: Other Information About the Plan

8.1 This Document, Which is the Official Plan Document, is Controlling

This document serves as both the official Plan Document of the Plan and also as the Plan's Summary Plan Description (SPD).

Because of the many detailed provisions of the Plan, no one other than the personnel or entities identified in this document (see "Important Contacts" at the end of this Plan Document and SPD) is authorized to advise you concerning the terms of the Plan. Questions regarding your benefits or the Plan should be addressed as indicated in this Plan Document/SPD. Neither the Company, any other Participating Company, nor the Plan is bound by statements made by unauthorized persons or entities. Moreover, in the event of a conflict between any information provided to you by an authorized resource and this document, this document will control.

8.2 The Company Has the Right to Modify, Suspend, or Terminate the Plan

The Company expects to continue the Plan but reserves the right to amend, modify, or terminate it, in whole or in part, at any time by resolution of the Company's Board of Directors or its duly authorized delegate(s). Benefits provided under the Plan are not vested benefits. In the event that the Plan is terminated, then, unless provision is expressly made therefor by the Company (or other Participating Company), on or after the termination date, no further obligation to provide Plan benefits will exist, and no employee shall have any right against the Company (or other Participating Company) to provide or continue such benefits.

8.3 The Plan is Not a Contract of Employment

Neither the Plan nor this document constitutes a contract of employment. Neither the Plan nor this document is intended to create, and neither shall be construed to create, any contractual employment rights, either express or implied, between you and Nokia, the Company, or any other Participating Company. The employment relationship between each Participating Company and the employees covered by the Plan is "at-will." This means that employees have the right to quit their employment at any time and for any reason, and each Participating Company has the right to terminate any of its respective employee's employment, with or without cause, at any time for any reason.

8.4 Plan Rights and Benefits Are Not Assignable

An Eligible Employee's rights under the Plan are personal, and the Eligible Employee may not assign or transfer any of those rights or any benefits due him or her under the Plan to any other person or entity.

8.5 Alienation of Benefits

Alienation of any benefits under the Plan will not be permitted or recognized except as otherwise required by applicable law. The benefits provided under the Plan are not subject to sale, anticipation, alienation, attachment, garnishment, levy, execution or any other form of transfer. Generally, state and local laws will not be recognized unless permitted by or under applicable federal law, such as ERISA.

8.6 STD Plan Funding and Payment of Benefits

Benefits provided by the STD Plan are unfunded and are paid directly by the Company (or other Participating Company, if applicable).

8.7 Rights to Benefits

Neither the action of the Company in establishing this Plan, nor any action hereafter taken by the Company, the Claims Administrator, the Plan Administrator, the Employee Benefits Committee (EBC) or any other duly authorized party shall be construed as giving to any officer, agent or employee a right to be retained in the service of the Company (or other Participating Company) or right or claim to any benefit or allowance after discharge from the service of the Company (or other Participating Company), unless the right to such benefit has accrued prior to such discharge. In the event of termination of the Plan, no employee shall have any right against the Company (or other Participating Company) to any benefit under the Plan other than the amount to which the Eligible Employee has theretofore become entitled and which the Claims Administrator, the Plan Administrator, the EBC or other duly authorized party has directed be paid to such Eligible Employee under the Plan.

8.8 Amounts Accrued Prior to Death

STD Disability Benefits accrued but not actually paid at the time of death of an Eligible Employee may, if permissible under applicable law, be paid to the deceased person or the estate of the deceased person.

8.9 Payments Under Law

In case any benefit, which the Claims Administrator (or, in connection with any appeal, the Employee Benefits Committee) shall determine to be of the same general character as a payment provided by the Plan, shall be payable under any law now in force or hereafter enacted to any Eligible Employee, the excess only, if any, of the

amount prescribed in the Plan above the amount of such payment prescribed by law shall be payable under this Plan and shall not be reduced by reason of any governmental benefit payable on account of military service or by reason of any benefit which the recipient would be entitled to receive under the Social Security Act. In those cases where, because of differences in the time or methods of payment, or otherwise, whether there is such excess or not is not ascertainable by mere comparison but adjustments are necessary, the Claims Administrator (or, in connection with any appeal, the Employee Benefits Committee), in its discretion, is authorized to determine whether or not in fact any such excess exists, and in case of such excess, to make the adjustments necessary to carry out in a fair and equitable manner the spirit of the provision for the payment of such excess.

8.11 New Jersey Law Applies, to the Extent Not Preempted by Federal Law

The Plan shall be construed, administered, and governed according to the laws of the State of New Jersey (determined without regard to conflicts of law provisions), except to the extent preempted by federal law, which shall in that case control.

Article 9: Administrative Information

Plan Name	The official name of the Plan is the Nokia Short-Term Disability Plan.
Claims Administrator and Address	The Claims Administrator is Nokia of America Corporation. The address of the Claims Administrator is: Nokia Attn: Disability & Leave Administration Team/ Claims Administrator Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Plan Sponsor Name and Address	The Plan Sponsor is Nokia of America Corporation. The address of the Plan Sponsor is: Nokia Attn.: STD Plan Sponsor Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Plan Administrator Name and Address	The Plan is administered by Nokia of America Corporation. The address of the Plan Administrator is: Nokia Attn.: STD Plan Administrator Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Type of Administration	The Plan is administered by the Plan Administrator. There is no external (third-party) administrator.
Type of Plan	The Plan is considered an “employee welfare benefit plan” under ERISA.

Plan Name	The official name of the Plan is the Nokia Short-Term Disability Plan.
Plan Records and Plan Year	The Plan and all its records are maintained on a calendar year basis, beginning on January 1 and ending on December 31 of each year.
Agent for Service of Legal Process	The Nokia Legal & Compliance organization is the agent for service of legal process. Service of legal papers, including service of subpoenas, may be served directly to: Nokia Legal & Compliance Organization Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Employer Identification Number	The Employer Identification Number assigned by the IRS to this Plan is 22-3408857.
Plan Number	The Plan Number assigned by the Plan Sponsor to the Plan is 532.
Plan Trustee	N/A. The Plan is an unfunded welfare benefit plan. Plan benefits are paid from the general assets of the Company or other Participating Company (as applicable).

Article 10: Important Contacts

Here is a list of important contacts for the Plan:

Contact/Service Provided	Address
Claims Administrator— Considers claims for STD benefits. Certifies or non-certifies STD claims.	Disability & Leave Administration Team Contact by calling HR Connection at +1-214-519-8633 or by e-mailing hrservices.americas@nokia.com
Employee Benefits Committee— Serves as the final review committee for Plan benefit appeals.	Nokia Attn: Benefit Claim and Appeal Committee Room 6C-402A 600-700 Mountain Ave. Murray Hill, NJ 07974 USA
Plan Administrator— Administers the STD Plan in accordance with its provisions.	Nokia Short-Term Disability Plan Administrator Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Legal & Compliance Organization— Authorized agent for service of process of all legal papers for the Plan, the Plan Administrator, the Claims Administrator, and the Employee Benefits Committee. Also authorized agent for service of subpoenas.	Nokia Legal & Compliance Organization Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA

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About Nokia

At Nokia, we create technology that helps the world act together. As a trusted partner for critical networks, we are committed to innovation and technology leadership across mobile, fixed and cloud networks. We create value with intellectual property and long-term research, led by the award-winning Nokia Bell Labs. Adhering to the highest standards of integrity and security, we help build the capabilities needed for a more productive, sustainable and inclusive world.

<http://www.nokia.com>