

## Effective from 9 June 2023

Sales finance is a one-off loan. OP Corporate Bank plc (later "the bank"), which is part of OP Financial Group, grants the loan.

The credit is available for use at the outlets of the vendor chain that is a partner with the lender.

### 1 Definitions

**1.1 Costs of the credit** refer to the total amount of interest, expenses and other charges known to the bank and payable by the borrower owing to their obligation to the bank, including any costs of insurance and other additional services related to the loan agreement if obtaining the loan on the marketed terms requires entry into an agreement on the additional service.

**1.2 Effective interest rate** refers to an annual interest rate deriving from calculating the costs of the credit in terms of annual interest on the loan amount and taking account of amounts repaid.

**1.3 Distance selling** refers to a transaction whereby an agreement on a service is made through telecommunications, with the customer not meeting the lender representative in person (the vendor acts as the lender's representative). Distance selling excludes any transaction based on an existing digital or telephone service agreement.

**1.4 Provision of information in permanent form** refers to providing information via OP's digital services or by written notification.

**1.5 International Sanctions** refer to sanctions, financial sanctions, export or import bans, trade embargoes, or other restrictions imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies, or to administrative asset freezing measures imposed by the Finnish National Bureau of Investigation.

### 2 Granting of loan

Any creditworthy person resident in Finland with regular earned income or pension income and known for financial prudence is eligible for a loan. The loan can also be granted to an applicant and a person who has reached 18 years of age living in the same household as the applicant, on a joint and several liability basis. The persons who have signed the application are jointly and severally responsible for complying with all loan terms and conditions and repayment. In these terms and conditions, the applicant is defined as the "borrower", and what is said about the borrower applies to all applicants. All purchases made by the borrowers and the charges and fees mentioned in the agreement terms and conditions are billed through the same invoice. All borrowers are jointly and severally liable for the credit irrespective of which of them has used the credit. A loan decision is based on an overall assessment and the bank has the right to reject an application or to accept a loan limit that is lower than what the applicant has proposed. The loan application approved by the lender constitutes a credit agreement between the applicant(s) and the lender.

### 3 Preconditions for drawdown and use of loan

Drawdown of the loan requires that the borrower has provided the bank with the required Know Your Customer (KYC) information or details needed to establish and maintain a customer relationship, has signed the credit agreement, and has fulfilled all other terms on the drawdown of all or part of the loan. In addition, the loan decision must still be valid.

The bank will have the right to reject all or part of the loan's drawdown if grounds for demanding premature repayment exist as provided by the loan terms and conditions, the borrower has filed a petition for debt adjustment or financial restructuring with a court, or a payment default has been registered in the borrower's credit history after the bank granted the loan. The borrower has the right to use the credit according to the amount specified in the agreement form for one (1) year from the date on which the lender approved the borrower's credit application. When using the credit for purchases, the borrower must prove its identity. By signing a purchase agreement/delivery confirmation, the borrower authorises the lender to pay for the receivable of the vendor that sold the product or service, and to enter the equivalent amount as the lender's receivable from the borrower.

The borrower cannot make transfers from the credit facility to a bank account or withdraw cash from the credit facility. The loan cannot be used to repay previous debts. If the same borrower applies for a new loan to finance products and services provided by the same vendor, the old and new loans can be combined under the terms agreed in the new credit agreement. In such a case, the new loan application must be for an amount that also covers the previous loan and the related interest and costs. However, neither a repayment holiday nor an interest-free period – as specified in section 5 of these terms and conditions – can be agreed for the combined loan. The bank has the right to use the combined loan to pay off the previous loan. It also has the right to terminate the previous loan agreement.

The merchant or service provider is liable for ensuring that the products and services purchased and paid for using the loan comply with the contract. The lender is not a party to such agreements and is not responsible for compliance with their terms and conditions. If the merchant or service provider does not fulfil its contractual obligations, the consumer may present the lender, which has financed the purchase or service, with a claim relating to the payment which the breach of contract concerns. Because the burden of proof for breach of contract lies with the consumer, it may be necessary to begin settling the matter by demonstrating that the merchant or service provider has been in breach of contract. The consumer must present their claim to the lender within a reasonable time after discovering the breach of contract. The consumer's claim may pertain to withholding a payment, reimbursement, damages or other remittance. However, the consumer may not withhold the amount of money which obviously exceeds the claims to which the consumer is entitled on the basis of the breach of contract by the merchant or service provider. The consumer is responsible for the consequences of delay and other consequences of withholding payment without cause. The lender is not obliged to pay the consumer more than it has received from the consumer.

### 4 Interest

#### 4.1 Loan interest rate

The loan interest rate comprises a reference interest rate and markup. Interest rate calculation begins from the date when the first purchase paid using the credit is delivered to the borrower. However, if the borrower has been granted an interest-free period at the beginning of the credit, interest will be paid on the credit from the end of the interest-free period. The interest rate determination period is a period between the due dates, and the reference interest rate of the first day of the beginning of the invoicing period will apply to it. The lender will charge interest on credit drawn down on a monthly basis.

#### 4.2 Effect of a change in the reference interest rate on the loan interest rate

**OP-prime rate**  
The OP-prime rate is a reference interest rate announced by OP Cooperative, which is used to regulate OP Financial Group's borrowing and lending rates in Finland. OP Cooperative's Executive Management Team determines the OP-prime rate, taking account of market interest rate movements and interest rate expectations. More information on the bases for OP-prime rate determination is available at op.fi and from OP Financial Group's member bank branches. The interest rate applicable to the loan changes as much as the OP-prime rate changes on the day when the change in interest rate enters into force.

#### Fixed interest rate

Interest on a fixed-rate loan remains the same throughout the loan term or during the period agreed.

#### 4.3 Information provided on interest rates and repayments

If the loan interest rate changes, the bank will notify the borrower of the interest determination period and up-to-date information on the amount of each repayment and the number of repayment instalments in permanent form at least once a year. On request, the borrower has the right to receive a loan repayment schedule during the contractual relationship.

#### 4.4 Cessation or suspension of quotation of the reference interest rate

If quotation of the reference interest rate ceases or is suspended, or the premises for determining the reference interest rate have materially changed, the new reference interest rate will be determined in accordance with a statute issued on the matter or a decision or instructions by the relevant authorities.

If no statute or decision or instructions by the authorities is issued on a new reference interest rate within a reasonable time, the bank will assess the change in reference interest rate and determine a new reference rate, taking into account applicable market practices. The bank will specify detailed principles and procedures to be followed in the event of the cessation of and/or material changes in the reference interest rate in its business continuity plan, in accordance with the applicable regulations. The business continuity plan is not a public document. The bank will notify the borrower, in permanent form, of any change at least two months before the change becomes effective.

#### 4.5 Interest days

Interest is calculated on the basis of actual days using the interest period of 365 days as the divisor.

#### 4.6 Penalty interest

If the borrower defaults on loan repayment or payment of interest charges or other charges and fees, the borrower must pay annual penalty interest on the overdue amount from the due date until the date on which the overdue amount arrives at the creditor bank. The penalty interest rate is seven (7) percentage points higher than the reference interest rate referred to in the Interest Act. However, penalty interest is never lower than the interest charged on the loan by the bank. If the interest charged by the bank prior to the loan maturity is higher than the default interest referred to in the Interest Act, the bank will have the right to charge this interest as default interest for a maximum of 180 days from the date on which the entire loan has matured, but only up to the day on which the relevant court has issued a ruling regarding the loan. After that, OP will charge penalty interest under the Interest Act for the period.

#### 4.7 Effective interest rate and total loan amount

The effective interest rate and the total loan payable, or the total loan price, have been calculated on the loan agreement date in the agreement form on the assumption that the loan is drawn down in its entirety, the loan interest rate and charges and fees remain unchanged throughout the loan term and the loan will be repaid in instalments as specified in the agreement. This calculation also takes account of charges related to the establishment and drawdown of loan and to the repayment of the loan under the agreement.

### 5 Repayment

The loan is repaid monthly in the agreed instalments and on the agreed due dates.

A monthly instalment comprises a repayment of the principal amount, interest and an invoicing fee. In addition to the monthly repayment, the borrower must pay other charges and fees related to managing the loan relationship, and charges and fees arising from payment default or other breach of agreement.

The loan establishment fee is added to the loan amount in use, unless otherwise agreed. The first monthly repayment will fall due for payment in about one (1) month's time from the date of delivery, unless otherwise stated in the agreement form. The monthly repayment falls due for payment on a monthly basis on the date corresponding to the first due date. The bank sends the bill to the address indicated by the borrower on a monthly basis at least two weeks before the due date. If the borrower uses or adopts OP's digital services, the bank will have the right to send the bill to the borrower electronically on OP's digital service or another electronic service accepted by the bank. The monthly instalment must be made using the account and reference number indicated on the bill. The borrower must separately agree with the bank on any change in the repayment plan.

#### Grace months

The borrower is entitled to two (2) grace months within a calendar year, if the loan has been managed according to the agreement terms and conditions. No grace month is granted if the bill of the monthly repayment concerned has already been sent. The grace months may not be taken on consecutive months. The billing fee/handling fee and interest for the grace month will be charged as part of the following monthly repayment.

The borrower has no right to use grace months during an interest-free period or a repayment holiday period.

#### Repayment holiday

For the first purchase, the borrower may be offered a repayment holiday for the first consecutive 1–6 months. The repayment holiday period also includes any months of the repayment holiday included in the campaign and offered to the borrower for the beginning of the loan. In such a case, on a monthly basis the borrower will pay only interest, the invoicing fee/handling fee and any other due charges and fees that may exist. If the borrower has delayed payments, they are not entitled to repayment holiday months.

#### Interest-free period

The borrower may be offered an interest-free repayment period at the beginning of the loan. For such a period, the borrower will make repayments, pay the invoicing fee / handling fee and any other due charges and fees that may exist. The borrower who has been given an interest-free period is not entitled to use repayment holiday months.

#### Warning of consequences of payment default

If the borrower fails to make a payment referred to in the loan agreement, in part or in full, the bank will have the right, under the loan's terms and conditions, to charge, for example, default interest, call for immediate repayment of the loan, initiate debt-collection proceedings and report default of payments arising from the loan agreement to the credit data file. The borrower must pay any debt-collection expenses.

#### 6 Change in charges and fees

The bank may raise the charges and fees of the loan specified in this loan agreement if the costs of actions they arise from have increased due to either legislation, a decision or regulation issued by the relevant authority, or an increase in the bank's system, workforce or other costs. A raise in a charge or fee may not exceed the increase in costs attributed to this loan. It is, however, sufficient that the raise approximately corresponds to increases in actual costs.

The bank will notify the borrower in permanent form of any changes to charges and fees specified in the loan agreement and their effect on the number of repayments and repayment amounts.

Such a change will take effect from the date notified by the bank, but no earlier than one month of the date of sending such notification to the borrower.

If the borrower and the bank agree on any changes to the loan agreement or on other services, the bank has the right to charge for them according to the list of service charges and fees. The list of service charges and fees valid at any given time is available from the bank's branch office and at [www.rahoitus.op.fi](http://www.rahoitus.op.fi).

#### 7 Postponement of the repayment date

If the due date is not a business day, the repayment date of the loan and the related interest and charges related to the management of the loan will be postponed until the next business day. In such a case, the bank has the right to charge interest on all the remaining principal, based on the interest rate determination period preceding the date of the repayment postponement date, until the new repayment date.

Banking day refers to any weekday from Monday to Friday excluding Finnish religious holidays, Finland's Independence Day (6 December), 1 May, Christmas Eve, Midsummer Eve and any day that is not otherwise regarded as a banking day.

#### 8 Right of cancellation

The borrower has the right to cancel the loan agreement by informing the bank of it in permanent form within 14 days of the date when they received, in permanent form, a copy of the loan agreement and its terms and conditions, and prior information in the case of distance selling. Exercising such right of cancellation has no effect on the obligations under the purchase agreement financed through the loan agreement.

If the borrower cancels the loan agreement, the bank will charge interest on the loan for the period that the loan was available to the borrower. If the loan agreement concluded is based on distance selling, the credit institution will have the right, in cases referred to in law, to charge an annual interest on the loan, based on the effective interest rate, for the period during which the loan was available to the borrower.

The interest to be charged is calculated by multiplying the loan amount by the interest amount and the number of days during which the loan has been available to the borrower and the result is divided by 36,500.

The borrower must return the amount financed or funds received through the loan agreement, interest included, without delay or within 30 days of sending the notice of cancellation, or otherwise the cancellation will become void.

#### 9 Early repayment

The borrower has the right to repay the loan or part thereof earlier.

If the borrower repays the loan or part thereof earlier, the costs of credit allocated to the unused loan term must be deducted from the remaining amount owed to the bank. However, the bank may charge for all actual costs arising from actions related to establishing the loan and specified in the loan agreement. The borrower will notify the bank in advance of any early loan repayment. The bank may charge the borrower compensation for any full or partial repayment of the loan in case the loan is a fixed-rate one and the loan has been repaid early during the last 12 months to the amount of over 10,000 euros. This compensation accounts for no more than one (1) per cent of the repaid amount or, if at the time of repayment the loan agreement expires within less than 12 months, for half ( $\frac{1}{2}$ ) per cent of the repaid amount. Such compensation will fall due for payment at the time of the loan repayment.

#### 10 Allocation of repayments

If the borrower has raised several loans from the bank, the borrower will have the right to choose the loan to which the borrower allocates a repayment. The bank determines what instalments of an individual credit facility will be covered by this repayment. As the main rule, any default interest amounts, interest amounts and charges will be paid first followed by the amortisation of the remaining principal. The portion above the agreed monthly repayment reduces the loan principal and does not release the repayment of subsequent monthly instalments.

#### 11 Special events of default

##### 11.1 Demanding repayment due to delayed payment

The loan will fall due for payment upon the bank's written demand if the borrower fails to pay the principal, interest, default interest or another charge by the due date and if

- 1) the payment is at least one month overdue and is still outstanding, and
- 2) the outstanding amount accounts for at least ten per cent of the original amount of the loan or, if it comprises more than one repayment instalment, for at least five per cent of the original amount of the loan, or comprises the remaining outstanding debt in full. However, the loan will fall due for payment upon the bank's written demand, if such payment is at least six months late and is still outstanding to a substantial extent.

The bank will have no right to demand repayment of the loan balance if any late payment is due to the borrower's illness, unemployment or another comparable reason beyond the borrower's control. However, the bank will have the right to demand repayment for the loan, if it were manifestly unfair for the bank to continue the loan relationship with the borrower, in view of the duration of such delay and other circumstances.

##### 11.2 Demanding repayment due to other reasons

The loan will fall due for payment upon the bank's written demand if

- 1) the borrower or any of the borrowers has provided the lender with misleading information which may have affected the lender's decision to grant the credit or its terms and conditions;
- 2) the loan is used for unlawful purposes;
- 3) the borrower knowingly enables the repayment of the loan, even partially, by means of illegal funds;
- 4) the borrower
  - a. is subject to international sanctions or acts on behalf of a private or legal person subject to such sanctions;
  - b. does not comply with international sanctions applied to it;
  - c. directly or indirectly lends or assigns funds received from the loan to a business subject to international sanctions, allows their use by such a business, or allows their assignment to a private or legal person subject to international sanctions; or
  - d. knowingly enables repayment of the loan, even partially, from funds obtained from a business or a private or legal person subject to international sanctions;
- 5) any of the borrowers die;
- 6) any of the borrowers have been in material breach of the loan agreement.

The loan will fall due for immediate repayment as a result of the commencement of the borrower's bankruptcy.

##### 11.3 Entry into force of the demand for repayment

Demand for repayment will enter into force within four weeks or, if the borrower has previously been sent a reminder of late payment or some other breach of agreement, within two weeks of sending the borrower notice of repayment. If the borrower pays the overdue amount or rectifies said breach of agreement within the abovementioned period, the demand for repayment will be cancelled. The loan will fall due for immediate repayment if the borrower is declared bankrupt. If the bank demands repayment of the loan, the costs of the credit allocated to the unused loan term must be deducted from the remaining amount owed to the bank. However, the bank may

charge all of the costs arising from the actions related to the establishment of the loan and specified in the loan agreement.

#### 11.4 Credit institution's liquidity and capital adequacy

At the lender's written request, the loan will fall due for immediate repayment if the lender's liquidity or capital adequacy falls below the statutory level.

#### 12 Use of credit history and reporting payment default to the credit data file

When granting and supervising a loan, the bank uses the personal credit information of the borrower.

Such credit history is available from the credit data file maintained by a credit reference agency (such as Suomen Asiakastieto Oy). If the borrower defaults on payment, the bank has the right to report such default related to the loan agreement to the credit data file if at least 60 days have passed from the original due date mentioned in a reminder and the bank and the borrower have not made any new payment agreement after the original due date, or if the registration of such payment default is otherwise permitted under applicable legislation or a ruling by the data protection authorities.

#### 13 Customer information and notifications

##### 13.1 Information required by OP and the borrower's obligation to maintain contact information

The borrower must provide the bank with their name, personal identity code, nationality, permanent address, telephone number and place of residence. In addition, the borrower must inform the bank of whether they are liable to pay tax abroad and of the tax identification number in respect of the country concerned. The borrower shall notify the bank of any changes in the aforementioned information. The borrower is also obliged to provide the bank, at the beginning of and during the customer relationship, with any other information requested by the bank at any given time for knowledge of the customer and the establishment and maintenance of the customer relationship. OP also has the right to obtain the information from the registration authority. Upon request, the borrower must also provide the bank with information regarding the borrower's financial standing and other information affecting this debt relationship that is necessary to the bank as the lender.

##### 13.2 OP's notifications and date of receipt of information

OP will send notifications under this agreement via messages in OP's digital services.

If the customer has no OP User ID and Digital Agreement, OP will send the abovementioned notifications in writing or electronically to the address given to OP or the registration authority.

##### Date of receipt of information

When OP sends a notification referred to in this agreement on OP's digital services, the notification is regarded as having been received on the day following the day it was sent. When OP sends a notification referred to in this agreement by post, the notification is regarded as having been received on the seventh day following the day it was sent.

##### 13.3 Services for several customers under a single agreement

OP is obliged to provide the information and notifications referred to in this agreement free of charge only to the one customer who is mentioned first in the agreement.

#### 14 Personal data processing

OP processes customers' personal data in accordance with the regulations in force and as described in greater detail in the Privacy Statement and the Privacy Notice. The Customer is advised to read the privacy information carefully.

The Privacy Notice is available on the OP website at [www.op.fi/dataprotection](http://www.op.fi/dataprotection).

The bank has the right to store information related to borrower transactions and events in its information systems and to record customer calls. The date of issue of an order, the date of filing an application or the date of conclusion of an agreement and any other transaction details will be verified using the information system maintained, and/or telephone conversations recorded, by the bank.

#### 15 Right of alteration

The credit institution has the right to alter the credit agreement by sending the borrower prior notice of this in permanent form, provided that such an alteration does not add to the borrower's obligations and diminish their rights, or is due to a legislative amendment or official decision. The bank will notify the borrower of an alteration at least two months before the alteration takes effect. The alteration will take effect without the borrower's approval if the alteration is due to a legislative amendment or official decision.

Otherwise, the borrower is deemed to have agreed to the alterations of the terms and conditions of the agreement proposed by the bank unless it objects them by the proposed date when the alterations take effect.

#### 16 Liability for indirect loss

The bank is not liable for any indirect losses caused to the borrower unless such a loss has been caused wilfully or through gross negligence.

#### 17 Force majeure

Neither of the parties is liable for any loss if the party can prove that the party concerned has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond the party's control which has resulted in consequences that could not have been avoided by exercise of all due care. Neither is the bank liable for any loss arising from the fulfilment of any obligation under this agreement if such fulfilment is against any obligations laid down for the bank elsewhere in law.

Either party will notify the other party as soon as possible of any force majeure circumstances that arise. If a force majeure event affects the bank, the bank may place a notification of this in national daily newspapers.

#### 18 Assignment of the agreement

The bank has the right to assign rights based on this agreement. The bank will notify the borrower of the assignment in a permanent form.

#### 19 Supervisory authorities

Consumer loans are supervised by the Finnish Financial Supervisory Authority (<https://www.finanssivalvonta.fi/en/>), the Consumer Ombudsman, the Finnish Competition and Consumer Authority (<https://www.kkv.fi/en/>) and, as district administrative authorities under the FCCA's control, Regional State Administrative Agencies (<https://avi.fi/en/frontpage>).

#### 20 Non-judicial procedures

Please contact us first without delay, and we will try to solve the matter together. If the matter cannot be settled by way of negotiation, you should present your demand to the bank in writing, including related grounds.

If you disagree with the decision made by the bank, you can submit the matter in writing to OP Financial Group's Customer Ombudsman ([www.op.fi/asiakasiamies](http://www.op.fi/asiakasiamies)). The Customer Ombudsman is a fast and free-of-charge complaint-handling body, and its handling is independent of the previous decision.

As a consumer, you can take any dispute concerning these terms to the Consumer Disputes Board ([www.kulutajariita.fi/en](http://www.kulutajariita.fi/en)). If the dispute concerns a financial or insurance service, you can submit the dispute to the Finnish Financial Ombudsman Bureau ([www.fine.fi/en](http://www.fine.fi/en)) or to the Bureau's Banking Complaints Board, Investment Complaints Board or Insurance Complaints Board. You can also contact the Financial Supervisory Authority.

**21 Jurisdiction and applicable law**

The borrower may bring an action against the bank concerning disputes arising from this loan relationship in the Helsinki District Court or in the district court of the Finnish municipality in the jurisdiction of which the borrower resides or has a permanent residence. If the borrower is not a resident of Finland, disputes will be submitted to the Helsinki District Court. This loan relationship is governed by the laws of Finland.

\* Politically exposed persons (PEP) are those who perform important public functions or have performed such functions within the last 12 months. Such an important public function includes acting as head of state, prime minister, minister, deputy minister or assistant minister, member of parliament, member of administrative body of political party, member of supreme court, constitutional court or another similar judicial body whose decisions are not subject to appeal, except in exceptional circumstances, member of the supreme body of the court of auditors and member of the supreme body inspecting the management of state finances and corresponding to the National Audit Office, member of a central bank's board of directors, ambassador or a chargé d'affaires, high-ranking officer of the armed forces holding at least the rank of a general, member of the administrative, management or supervisory body of a state-owned enterprise or president, vice president or board member of an international organisation.

A person is considered a family member or close associate of a PEP if a person with whom they have any of the following types of relationship performs or has performed in an important public function: spouse or any partner considered by the prevailing national law as being equivalent to a spouse; children, mother or father, spouse's or partner's parents, business associates.