

				Credit decision number
Creditor	OP Corporate Bank plc			Business ID 0199920-7
Debtor	Legal company name			Business ID
	Address	Postcode	Town/City	
	Contact person			Phone
Credit details	Total credit amount, euros	Monthly repayment, %	Monthly account service fee, euros	
	Interest	Monthly repayment, euros	Management fee, euros	Interest-free months
	Corporate account number			
Other agreements	OP Corporate Bank plc has the right to adjust the margin charged on the credit. OP Corporate Bank plc shall notify the debtor of any margin increase in writing no later than one (1) month prior to the entry into force of said increase. This provision does not restrict OP Corporate Bank plc's right to invoke other special or general terms and conditions of the credit agreement.			
Consent	OP Corporate Bank plc has the right to disclose and obtain information on the customer under the general terms and conditions.			
Commitment	The approved application constitutes the credit agreement between the creditor, OP Corporate Bank plc, and the debtor, and application details form part of the agreement. We hereby represent and warrant that all information that we have provided is true and correct. We hereby agree to fulfil the payment obligations to OP Corporate Bank plc under this agreement and its general terms and conditions as well as any other payment obligations arising from the credit relationship.			
Acceptance	We have received a copy of the credit agreement and its terms and conditions. We have read and hereby accept them. This Agreement will take effect when both parties have accepted it. The debtor accepts the agreement by electronic means of identification. OP Corporate Bank plc accepts the agreement by activating the service for use by the debtor.			
Signature	Strong electronic identification			Date

Terms and conditions of OP Flexible Capital by OP Corporate Bank plc

Effective as of 1 September 2023

OP Corporate Bank plc (later “the bank”), which is part of OP Financial Group, grants the credit.

1 Definitions

1.1 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 the United Kingdom or their competent authorities or governing bodies, or to administrative asset freezing measures imposed by the Finnish National Bureau of Investigation.

1.2 Credit terms and conditions refer to a signed credit agreement, the general credit terms and conditions, appendices to the credit terms and conditions and other documents specified together by the parties to the credit relationship as the credit terms and conditions, each of the aforementioned documents as amended, supplemented or otherwise modified, collectively forming the agreement applied to the credit relationship.

1.3 List of service charges and fees refers to a general list of charges and fees for the bank’s services, valid at the time, which is available on the bank’s website and/or in the bank’s branch offices. The bank has the right to change its list of charges and fees and add new charges and fees.

1.4 Business day refers to a day (other than Saturday or Sunday) on which banks are open for general business in Finland and on which the payment transfer system commonly used by banks in Finland is available for transfer of euro-denominated payments.

1.5 Provision of information in permanent form refers to providing information on OP’s digital services or another electronic service approved by the bank, or to a written notification.

The bank will send written information on changes in this loan agreement, its terms and conditions and the bank’s list of service charges and fees as well as other notifications related to this loan relationship to the address notified to the bank.

If the debtor has signed a Corporate Agreement for Digital Transactions, the bank has the right to send the aforementioned notifications as a message on OP’s digital services or another electronic service accepted by the bank.

2 Preconditions for loan drawdown and use

Drawdown of the loan requires that the debtor has provided the bank with the required Know Your Customer (KYC) information or details required 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 debtor represents and warrants that the debtor and its representative have the right and the powers to commit the debtor to the obligations under the credit terms and conditions and all decisions under company law and other measures required for such commitment have been taken.

The bank has the right to reject the drawdown of the credit, or part of it, if grounds for demanding repayment or restricting the use of the credit exist as specified in the credit terms and conditions, or the debtor has filed a petition for debt adjustment or financial restructuring with a court, or a payment default has been registered in the debtor’s credit history after the bank granted the credit.

The debtor may transfer funds from the credit facility to OP’s corporate account. Cash withdrawals from the credit facility are not possible.

3 Credit interest rate

3.1 Interest on credit facility

The loan interest rate comprises a reference interest rate and markup. Payment of interest starts on the date on which the bank, at the request

of the debtor, transfers the amount drawn down from the credit facility to the debtor’s corporate account. However, if the debtor has been granted an interest-free period upon the first drawdown 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 bank will charge interest on credit drawn down on a monthly basis.

3.2 Effect of a change in the reference interest rate on the credit interest rate

When calculating the credit interest rate, the reference interest rate must always be at least 0.

Euribor rate

The Euribor rate is a euro-area money market reference interest rate whose determination and quotation days are based on the international practice in force at the time.

The credit interest rate will remain the same throughout the interest determination period. The length of the interest determination period is indicated by the name of the reference interest rate.

The reference rate will change on the first day of each interest rate determination period to correspond to the rate quoted on that day. If that day is not a Euribor quotation day, the reference rate used for the credit is the reference rate of the previous quotation day. The credit interest rate will change by the same amount as the change in the reference interest rate.

3.3 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 debtor, in permanent form, of any change at least two months before the change becomes effective.

3.4 Market Disruption

If the quotation of the reference interest rate is not available for the interest period for a reason other than that mentioned in clause 3.3, or obtaining refinancing from money or debt capital markets for the interest period at the interest rate corresponding to the reference interest rate is not otherwise possible for the bank and the bank has notified the debtor of that, the rate of interest on the credit will consist of the refinancing interest rate and the credit margin.

3.5 Interest days

For the calculation of the interest, the interest day practice applied is 30 days in a month, with 360 as the divider.

3.6 Default interest

If the debtor defaults on credit repayments, payments of interest charges or other charges and fees in such a way that they are not received in the bank’s account by the due date, the bank has the right to charge annual default interest on the overdue amount from the due date until the date on which the amount is received by the creditor bank.

The default interest rate is six (6) percentage points higher than the applicable refinancing interest rate on the overdue amount. However, the default interest rate is at least 18% per annum. Default interest will be immediately payable by the debtor or within the time stipulated by the bank.

4 Repayment

The credit is repaid monthly in the instalments and on the agreed due dates specified in the agreement form, comprising loan capital, interest payment and account service fee. The arrangement fee is charged in connection with the first invoice. In addition to the monthly repayment, the debtor 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 first monthly repayment will fall due for payment in about one (1) month's time from the use of the credit, unless otherwise stated in the agreement form. The bank sends the e-invoice to the address indicated by the debtor on a monthly basis approximately three weeks before the due date. The monthly instalment must be made using the account and reference number indicated on the bill. The debtor must separately agree with the bank on any change in the repayment plan.

Interest-free period

The bank may offer the debtor an interest-free period at the start of the credit. During such a period, the debtor must pay loan repayments, account service fees and any other due charges and fees.

5 Charges and fees

The debtor must pay to the bank any charges or fees arising from granting, utilisation, repayment, notifications and any other management of the credit in accordance with the bank's list of service charges and fees valid at the time, or those agreed.

The debtor must pay to the bank fees and costs arising from credit collection as well as recovery, securing and enforcement of other claims based on the credit relationship.

6 Postponement of the repayment date

If the due date is not a business day, the repayment date of the credit and the related interest and charges related to the management of the credit will be postponed until the next business day. In such a case, the bank will charge credit interest, according to the interest determination period preceding the postponement of the repayment date up to the postponement date, on the entire remaining principal of the credit.

7 Restricting use of the credit facility

The bank has the right to prevent the debtor from using the credit if

- 1) there is reason to suspect that the credit is being misused
- 2) any of the grounds for demanding repayment under clause 14 of these credit terms and conditions exist
- 3) the credit is being used in a manner that may cause a loss or hazard to the bank or the debtor
- 4) there are grounds for this under legislation or other official regulation
- 5) the debtor has breached its contractual obligations or otherwise acts in violation of these terms and conditions
- 6) other grounds for this exist on the basis of risk management, or
- 7) the bank has sent the debtor a notice of termination regarding the credit.

The bank will promptly notify the debtor of prevention of the use of the credit in permanent form. In such a case, the bank has the right to terminate the agreement and to require repayment of the credit as specified in clause 14 below.

8 Allocation of repayments

The bank has the right to allocate payments received from the debtor in the form of a distribution quota of a bankrupt estate, a payment scheme under financial restructuring or some other similar manner to repay the loan principal, interest or other amounts under loans terms and conditions in the order it deems best.

9 Taxes

The debtor is responsible for taxes and tax-like charges payable under the credit relationship, including any default consequences and punitive tax

increases. If the bank has to pay such taxes or tax-like charges, the debtor must, at the bank's request, compensate the bank within three (3) business days for the amounts paid by the bank, including annual default interest starting from the payment date as specified in clause 3.6.

10 Effects of causes beyond the bank's control on costs of credit

At the bank's request, the debtor must pay to the bank the amount of any increased costs incurred by the bank as a result of the introduction of or any change in any law or regulation, compliance with any law or regulation or any other similar causes beyond the bank's control.

Law or regulation refers to laws, decisions, regulations or instructions binding on the bank and issued by relevant authorities or some other regulation binding on the bank (including the Basel III regulatory framework by the Basel Committee on Banking Supervision and other capital adequacy regulations) that came into force after signing the loan agreement. Regulation also involves continuing, replacing and amending regulation or a law (including changed interpretation of existing and future regulation) binding on the bank.

Increased costs mean that the cost related to credit granted by the bank has increased, or the bank has incurred an extra cost related to the credit, or the return or income received by the bank from the credit or a due amount related to the credit has decreased.

The bank has the right to charge a proportion of the increased costs related to the credit as a separate payment or add it to the margin of the loan.

The debtor is under no obligation to pay any increased costs insofar as the debtor has compensated the bank for such costs on the basis of clause 9 or they arise from levying a tax on the bank's net profit or the bank's regulatory non-compliance at least due to negligence.

If the bank claims increased costs from the debtor, it will notify the debtor of the amount of and grounds for the claim.

If the debtor has had to compensate the bank for increased costs, it shall have the right to terminate the credit agreement as specified in Clause 15 below.

11 Bank's right to change the credit interest rate

The bank has the right to increase the margin due to increased funding costs, but no more than three (3) percentage points during the credit term.

Funding costs mean a margin paid by the bank on its long-term funding.

The bank will notify the debtor of any margin or interest rate increase no later than two (2) months prior to the entry into force of the increase. The debtor has the right, prior to entry into force of said increase, to terminate the credit agreement under the terms of clause 15 below.

12 Debtor's duty of cooperation

The debtor must, through its own actions, be cooperative with respect to the fulfilment of the obligations of the credit relationship. In particular, the debtor must:

- (a) ensure that any information provided by the debtor or its representative to the bank for the purposes of this credit relationship is in all material respects true and correct in terms of content and no relevant information has been withheld;
- (b) ensure that it has not been in breach of the loan terms and conditions;
- (c) acquire the required licences for its business and comply in its operations with the laws, decisions and licences issued by the relevant authorities, and failure to acquire or comply with such licences could have an adverse effect on the debtor's ability to perform its obligations under the credit relationship;
- (d) ensure that it has adequate insurance cover against loss/damage, business interruption and other insurance incidents protecting its business;
- (e) ensure that at all times any unsecured and unsubordinated claims of the bank against it under the credit relationship rank at least pari

passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies;

- (f) ensure that the debtor, an entity belonging to the debtor's group of companies or over which the debtor exercises de facto control, a debtor's direct or indirect owner, a member of the Board of Directors or CEO of the aforementioned entities or, to the best of the debtor's knowledge, director, employee, an authorised signatory or another representative of such an entity
- i. is not subject to International sanctions and does not act on behalf of a private or legal person subject to such sanctions;
 - ii. complies with the International sanctions applied to it;
 - iii. does not directly or indirectly lend, transfer or otherwise enable the use of funds received from the credit to a business subject to international sanctions, or allows their assignment to a private or legal person subject to international sanctions; and
 - iv. does not knowingly enable the repayment of the credit, even partially, through the funds of a business or a private or legal person subject to international sanctions.
- (g) agrees that the debtor or its group company will not, without the bank's prior consent, merge with another company or act as the acquiring company in a merger or combine its business with another company by establishing a new company or be dissolved or agree on a demerger or another similar corporate transaction.

The debtor's duty of cooperation will apply, and the debtor must comply with it at all times until all of the amounts owed to the bank under this agreement have been paid back in full.

13 Information undertakings

The debtor must provide the bank with:

- (a) its audited financial statements and, in case the debtor constitutes a group of companies, its audited consolidated financial statements, the notes thereto included, as soon as the financial statements are completed, but in any event within 30 days of the date of their completion required by law. The bank has the right to ask the debtor to provide more extensive information on its financial statements than that which the Accounting Act requires of the debtor;
- (b) a notification of the existence of grounds for demanding payment promptly upon becoming aware of such and information on any action being taken to remedy it and, at the bank's request, a written confirmation certifying that no grounds for demanding repayment exist;
- (c) its name, business ID, postal address, phone number and domicile. In addition, the debtor must inform the bank of the debtor's owners and beneficial owners and whether they are liable to pay tax abroad and the tax identification number in respect of the country concerned. The debtor shall notify the bank of any changes in the aforementioned information. The debtor 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 necessary for customer due diligence and the establishment and maintenance of the customer relationship.
- (d) information on changes with a material effect on its business (including, but not limited to, change in the type of business organisation or in the line of business, closure of business or substantial expansion or reduction of business, change in the debtor's business links or ownership base, the debtor's substantial interests in and commitments to other entities, payment defaults and demand for repayment and debt-collection measures related to the debtor, as well as a petition for financial restructuring or bankruptcy) in advance or, if no advance information exists, upon occurrence of such changes at the latest;
- (e) promptly, at the bank's request, other information necessary for the bank related to the financial standing or business of the debtor, its group or an entity or person sharing substantial financial interests with it; and
- (f) promptly, other information that the debtor gives to another creditor.

14 Demand for payment of the agreement

Grounds for demand for repayment include the following:

- (a) the debtor fails to pay to the bank the outstanding amount of the credit, interest or another amount under the credit terms and conditions on the due date and such payment is at least one month late and is still outstanding;
- (b) the debtor winds down its business or a substantial part of it, or is removed from the Trade Register or changes its line of business substantially, or if a material change has occurred in the debtor's ownership or if a partnership's general partner as the debtor is dead;
- (c) the debtor has not fulfilled its duty of cooperation under clause 12 or other obligations of the credit terms and conditions;
- (d) the debtor, a company belonging to the same group of companies as the debtor or a company or person sharing substantial financial interests with the debtor (i) has failed to make any other payment to the bank or another creditor on the due date and has not remedied such default within the time stipulated in the agreement on said payment obligation and such payment obligation has not yet been fulfilled, or (ii) has violated the terms and conditions of any other agreement, which is why the bank or another creditor has demanded immediate repayment or may demand prepayment;
- (e) the debtor or an entity belonging to the same group of companies as the debtor or an entity or person sharing substantial financial interests with the debtor is being placed in bankruptcy, files a bankruptcy petition or a petition for liquidation or financial restructuring, is in default of payments, has its payments rescheduled or is unable to make its payments when they fall due or admits insolvency;
- (f) the debtor does not observe a final judgement or administrative regulation given against it, or the creditor of the debtor takes justified recovery proceedings or a new loan for ensuring repayment or takes other similar justified measures of execution related to the commitments, assets, rights or income of the debtor;
- (g) any of the documents under the credit terms and conditions becomes fully or partly illegal, invalid or unenforceable in respect of the debtor;
- (h) if the financial standing of the debtor, an entity belonging to the same group of companies as the debtor or an entity or person sharing substantial financial interests with the debtor weakens considerably to the extent that the bank deems the fulfilment of obligations under the credit terms and conditions to have been jeopardised; or
- (i) if the debtor, any of its group companies or an entity or person that shares substantial financial interests with the debtor, should the debtor be aware thereof, is a party to any pending legal proceedings, arbitration, administrative procedure or some other legal action that could substantially weaken the debtor's financial position;

Declaring the debtor bankrupt will make the credit and other amounts under the credit terms and conditions fall immediately due at the time of bankruptcy declaration without the bank's separate notice.

If any of the grounds for demanding repayment listed above exist, the bank has the right, once the grounds for demanding repayment exists or at any time after this, demand the following by notifying the debtor: (i) cancel the unused amount of the credit; and (ii) order that the credit, including interest and other amounts payable under the credit terms and conditions, become immediately due for payment.

15 Termination of the credit agreement

The debtor has the right to terminate the agreement with immediate effect. Upon termination, the credit must be repaid, including interest and expenses.

The bank may at any time terminate the agreement with immediate effect. In such a case, the unused part of the credit is automatically cancelled and the debtor no longer has the right to use the credit. The credit falls due for repayment on the due dates specified in the agreement.

16 Bank's liquidity and capital adequacy

The bank has the right to demand immediate repayment of the credit by notifying the debtor of that if the maintenance of the bank's liquidity or capital adequacy at the statutory level so requires.

17 Debtor's exposure in relation to bank's capital base

If the total exposures of the debtor and an entity or person sharing substantial financial interests with the debtor exceed the maximum permitted customer exposure as specified in the Act on Credit Institutions, the bank has the right to terminate the credit, or part of it, so that it falls due immediately within the time notified by the bank, which is, however, always at least as long as the longest period permitted by law.

18 Assignment of the agreement

The debtor may not assign or transfer any of its rights or obligations under the credit relationship to a third party.

The credit terms and conditions do not restrict the bank's right to transfer (i) its rights or obligations under the credit relationship to a third party or (ii) its claims related to the credit relationship to form a security for finance which the bank or another OP Financial Group entity may possibly obtain from the Bank of Finland, the European Central Bank, the European Investment Bank, the Nordic Investment Bank or similar actors, or (iii) place the claims under the credit relationship as security for covered bonds.

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

When granting and supervising credit, the bank uses the personal credit information of the person making a commitment. Such credit history is available from the credit data file maintained by a credit reference agency (such as Suomen Asiakastieto Oy).

If the debtor fails to make payment, the bank has the right to report the payment default under the credit agreement to a credit data file.

20 Disclosure of information

The bank has the right to disclose, in accordance with applicable laws valid at the time, information about the debtor and entities within its Group to (i) OP Financial Group entities and entities belonging at any given time to the same financial amalgamation as the bank and to (ii) parties mentioned in paragraph 18. The bank has the right to obtain information referred to in clause 20 from the parties mentioned in paragraph (i). Such information may be disclosed and obtained, notwithstanding bank and insurance secrecy and the Personal Data Act and the Credit Information Act.

21 Setoff

The bank has the right to use the debtor's funds in the account maintained by the bank or any other OP Financial Group entity or the debtor's other claims from said entity to set off any matured obligation due from the debtor under credit terms and conditions against any matured obligation owed by the bank to the debtor, regardless of whether such funds or claims are due or mutual and irrespective of their currency.

The bank will promptly inform the debtor of the set-off.

If the funds or claims in question are in currencies different from the bank's claims from the debtor, the bank has the right to convert either the funds or claims at a rate of exchange that it considers to reflect the foreign exchange rates prevailing in the market.

All payments to be made by the debtor under the credit relationship must be calculated and made without, and free and clear of any deduction for, set-off or counterclaim. The debtor must make the aforementioned payments also if the bank demands repayment under the credit terms and conditions.

22 Notifications

The bank will provide information on any changes in the credit agreement and its terms and conditions and other notifications based on the credit relationship electronically via an electronic channel used by the bank (for example, OP's digital services), or in writing.

The debtor is deemed to have received notifications sent to it by the bank by post on the seventh (7th) day from the date on which they were sent. Notifications delivered by hand or electronically are deemed to have been received at the moment of being handed over or sent, provided that this

has been done during normal business hours on a business day (otherwise, the notification is deemed to have been received at the beginning of the next business day).

23 Personal data processing

OP processes customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Notice. The customer is advised to read the indicated privacy information.

The Privacy Notice is available on the OP website at www.op.fi/dataprotection.

The bank has the right to store information related to debtor 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.

24 Right of alteration

The bank has the right to alter the credit terms and conditions by notifying the debtor of such alterations in permanent form in advance, provided that such an alteration does not add to the debtor's obligations or diminish its rights, or is due to a legislative amendment or an official decision. The bank will notify the debtor of an alteration at least one month before the alteration takes effect.

The alteration will take effect without the debtor's approval if it is due to a legislative amendment or official decision. Otherwise, the debtor 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.

25 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.

26 Jurisdiction and applicable law

This agreement is governed by the laws of Finland. Any disputes arising out of or in connection with the agreement will be submitted to the district court where the bank is domiciled or to the Helsinki District Court serving as the court of first instance. The Bank also has the right to submit any disputes to another court of competent jurisdiction.