

## BASE PROSPECTUS



# OP CORPORATE BANK PLC

(incorporated with limited liability in the Republic of Finland)

**EUR 20,000,000,000**

## **Programme for the Issuance of Debt Instruments**

On 10 March 1992, OP Corporate Bank plc (the "**Bank**" or the "**Issuer**") established a Programme for the Issuance of Debt Instruments (the "**Programme**"). This base prospectus (the "**Base Prospectus**") supersedes and replaces the previous base prospectus dated 16 February 2018 and any other previous information memorandum, base prospectus or supplemental base prospectus relating to the Programme. Any instruments issued under the Programme ("**Instruments**") after the date hereof are issued subject to the provisions set out herein. This does not affect any Instruments issued prior to the date hereof.

This Base Prospectus has been approved by the Central Bank of Ireland (the "**CBI**"), as competent authority under the Prospectus Directive (as defined below). Such approval relates only to Instruments which are to be admitted to trading on a regulated market for the purposes of the Prospectus Directive and/or which are to be offered to the public in any member state (each a "**Member State**") of the European Economic Area (the "**EEA**"). The CBI only approves this Base Prospectus as meeting the requirements imposed under Irish and European Union law pursuant to the Prospectus Directive.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for Instruments issued under the Programme (other than Non-PD Instruments (as defined below)) during the period of twelve months after the date hereof to be admitted to the Official List of Euronext Dublin (the "**Official List**") and to trading on the regulated market of Euronext Dublin (the "**Regulated Market**"). The Regulated Market is a regulated market for the purposes of Directive 2014/65/EC (as amended, "**MiFID II**"). The Bank intends to request that the CBI provide the competent authority in the United Kingdom with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Irish Prospectus Regulations (as defined below) (the "**Notification**"). The Bank may request the CBI to provide competent authorities in additional Member States of the EEA with a Notification. Following provision of the Notification, the Bank may apply for Instruments issued under the Programme to be listed on the official list of the United Kingdom Financial Conduct Authority (the "**FCA**") and admitted to trading on the regulated market of the London Stock Exchange plc (the "**London Stock Exchange**"), which is a regulated market for the purposes of MiFID II (or listed, admitted to trading and/or quoted on the regulated market of any other Member State in respect of which a Notification has been provided to the relevant competent authority of such Member State), either together with a listing on the regulated market of the London Stock Exchange or as a single listing. If any Instruments issued under the Programme are to be listed on the regulated market of the London Stock Exchange (or listed, admitted to trading and/or quoted on the regulated market of any other Member State in respect of which a Notification has been provided to the relevant competent authority of such Member State), this will be specified in the applicable Final Terms.

The Programme also permits the issuance of Instruments which will not be admitted to listing, trading on a regulated market for the purposes of MiFID II in the EEA and/or which may be admitted to listing, trading and/or quotation on a market, stock exchange and/or quotation system as may be agreed between the Bank and the relevant Dealer(s) in circumstances where the provisions of the Prospectus Directive do not apply. References in this Base Prospectus to "**Non-PD Instruments**" are to such Instruments.

Any Conditions not contained herein which are applicable to each Tranche (as defined in "*Terms and Conditions of the Instruments*") of Non-PD Instruments will be set out in a pricing supplement. The CBI has neither reviewed nor approved the information contained in this Base Prospectus in relation to any issuance of Non-PD Instruments and this Base Prospectus does not constitute a base prospectus for the purposes of the Prospectus Directive in relation to any issuance of Non-PD Instruments.

The Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") and may not be offered, sold or delivered in the United States or to, or for the benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act.

The Bank's long-term senior debt has been rated AA- (with stable outlook) by S&P Global Ratings Europe Limited ("**S&P**") and Aa3 (with stable outlook) by Moody's Investors Service Ltd ("**Moody's**"). S&P and Moody's are established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). Tranches of Instruments issued under the Programme will be rated or unrated. Where a Tranche of Instruments is rated, such rating will not necessarily be the same as the rating(s) described above or the rating(s) assigned to Instruments already issued. Where a Tranche of Instruments is rated, the applicable rating(s) will be specified in the relevant Final Terms (or Pricing Supplement, as applicable).

**Investing in Instruments issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Bank to fulfil its obligations under the Instruments are discussed under "*Risk Factors*" below.**

(Arranger for the Programme)

**Citigroup**

(Dealers for the Programme)

**Barclays  
BofA Merrill Lynch  
Crédit Agricole CIB  
Deutsche Bank  
J.P. Morgan  
Nomura  
UBS Investment Bank**

**BNP PARIBAS  
Citigroup  
Credit Suisse  
DZ BANK AG  
NatWest Markets  
OP Corporate Bank plc**

Dated 15 February 2019

## IMPORTANT NOTICES

The Bank accepts responsibility for the information contained in this Base Prospectus and the Final Terms (or, in the case of Non-PD Instruments, the Pricing Supplement) (each as defined herein) for each Tranche (as defined herein) of Instruments issued under the Programme and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Tranche (as defined herein) of Instruments will be issued on the terms set out herein under "*Terms and Conditions of the Instruments*" (the "**Terms and Conditions**") as completed by a document specific to such Tranche called final terms (the "**Final Terms**") or as amended, supplemented and/or replaced in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") or, in the case of Non-PD Instruments, as amended, supplemented and/or replaced by a document specific to such Tranche of Non-PD Instruments (the "**Pricing Supplement**") as described under "*Final Terms, Drawdown Prospectuses and Pricing Supplements*" below. In the case of a Tranche of Instruments which is the subject of a Drawdown Prospectus or a Pricing Supplement, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus or Pricing Supplement (as applicable) unless the context requires otherwise. This Base Prospectus must be read and construed together with any amendments or supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Instruments which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

The Bank has confirmed to the dealers (the "**Dealers**") named under "*Subscription and Sale*" that this Base Prospectus is true and accurate in all material respects and not misleading; the opinions and intentions expressed herein are honestly held; that there are no other facts in relation to the information contained or incorporated by reference herein the omission of which would make this document as a whole or the expression of any such opinions or intentions misleading; and that all reasonable care has been taken by the Bank to ensure that such is the case. The Bank has further confirmed to the Dealers that this Base Prospectus (subject to being completed by the Final Terms or amended or supplemented by the Drawdown Prospectus or Pricing Supplement (as applicable)) contains all such information as investors and their professional advisers would reasonably require, and reasonably expect to find, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Bank and its subsidiaries taken as a whole and of the rights attaching to the relevant Instruments.

The Bank has not authorised the making or provision of any representation or information regarding the Bank or the Instruments other than as contained or incorporated by reference in this Base Prospectus, in the Dealership Agreement (as defined herein), or any Final Terms or as approved for such purpose by the Bank or such other information as is in the public domain. Any such representation or information should not be relied upon as having been authorised by the Bank, the Dealers or any of them.

The Instruments may be offered and sold (i) outside the United States to non-U.S. persons in reliance on Regulation S ("**Regulations S**") under the Securities Act and (ii) within the United States to "qualified institutional buyers" (each a "**QIB**") as defined in and in reliance on Rule 144A ("**Rule 144A**") under the Securities Act. Prospective purchasers are hereby notified that sellers of the Instruments may be relying on the exemption from provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of these and certain further restrictions on offers, sales and transfers of Instruments and distribution of this Base Prospectus see "*Subscription and Sale*".

**THE INSTRUMENTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF INSTRUMENTS OR THE ACCURACY OR THE ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.**

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of us or any of the Dealers or the Arranger to subscribe for, or purchase, any of the Instruments.

Neither the Dealers nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Instrument shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial situation of the Bank since the date hereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented. However, the Bank will in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of the Instruments.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Instruments in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Bank and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Instruments and on distribution of this Base Prospectus or any Final Terms and other offering material relating to the Instruments see "*Subscription and Sale*". In particular, Instruments have not been and will not be registered under the Securities Act and may include Instruments in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, Instruments may not be offered, sold or delivered within the United States or to U.S. persons.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Instruments and should not be considered as a recommendation by the Bank, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Instruments.

Each potential investor in the Instruments must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Instruments, the merits and risks of investing in the Instruments and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Instruments and the impact the Instruments will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Instruments, including Instruments with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Instruments and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Instruments are legal investments for it, (2) Instruments can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

As a result of the implementation of BRRD (as defined herein) into Finnish law, holders of the Instruments may be subject to write-down or conversion into equity on any application of the general bail-in tool and

non-viability loss absorption, which may result in such holders losing some or all of their investment. See "*Risk Factors – Risk Relating to the Instruments – The Bank may be subject to statutory resolution*" and "*Risk Factors – Risk Relating to the Instruments – Under the terms of the Instruments, investors will agree to be bound by and consent to the exercise of any Finnish bail-in power by the FIN-RA*".

The language of this Base Prospectus is in English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Any information sourced from third parties contained in this Base Prospectus has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

### **PRIIPs REGULATION – PROHIBITION OF SALES TO EEA RETAIL INVESTORS**

If the applicable Final Terms in respect of any Instruments includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

### **MIFID II PRODUCT GOVERNANCE / TARGET MARKET**

The Final Terms in respect of any Instruments may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Instruments and which channels for distribution of the Instruments are appropriate. Any person subsequently offering, selling or recommending the Instruments (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Instruments is a manufacturer in respect of such Instruments, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

### **PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE)**

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Bank has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Instruments are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### **BENCHMARKS REGULATION**

Amounts payable under the Instruments may be calculated by reference to the following reference rates (each as defined herein): CIBOR, which is provided by Finance Denmark; EURIBOR, which is provided by the European Money Markets Institute; HIBOR, which is provided by the Treasury Markets Association; JIBAR, which is provided by the Johannesburg Stock Exchange; KLIBOR, which is provided for by Bank Negara Malaysia; LIBOR, which is provided by ICE Benchmark Administration Limited; NIBOR, which is provided by Norske Finansielle Referanser AS; SHIBOR, which is provided by the People's Bank of

China; SIBOR, which is provided for by ABS Benchmarks Administration Co Pte Ltd; STIBOR, which is provided by the Swedish Bankers' Association; TIBOR, which is provided for by JBA TIBOR Administration; TIIE, which is provided for by Banco de México; and TRLIBOR, which is provided for by the Banks Association of Turkey. Any such reference rate may constitute a "benchmark" for the purposes of Regulation (EU) No. 2016/11 (the "**Benchmarks Regulation**").

As at the date of this Base Prospectus, from the list of the above-named administrators, only ICE Benchmark Administration Limited appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmarks Regulation. However, Article 51 (*Transitional provisions*) of the Benchmarks Regulation provides that index providers already providing a benchmark on 30 June 2016 have until by 1 January 2020 to apply for authorisation or registration in accordance with Article 34 (*Authorisation and registration of an administrator*) of the Benchmarks Regulation and may continue to provide such an existing benchmark until 1 January 2020 or, where the index provider submits an application for authorisation or registration, unless and until such authorisation or registration is refused.

## DEFINITIONS

In this Base Prospectus, unless otherwise specified, references to the "**EEA**" are references to the European Economic Area, references to a "**Member State**" are references to a Member State of the EEA, references to a "**Relevant Member State**" are references to a Member State of the EEA which has implemented the Prospectus Directive, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended or superseded), and includes any relevant implementing measure in the Relevant Member State. References to "**Dollars**", "**United States Dollars**" and "**U.S.\$**" are to the currency of the United States of America, references to the "**EU**" are references to the European Union, references to "**EUR**" or "**Euro**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended, references to "**Pounds Sterling**" and "**£**" are references to the currency of the United Kingdom and references to "**Japanese Yen**" and "**¥**" are references to the currency of Japan.

Any reference in this Base Prospectus to any legislation (whether primary legislation or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended, superseded or re-enacted.

## AVAILABLE INFORMATION

The Bank has agreed that, for so long as any Instruments are "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, it will during any period that it is neither a reporting company under section 13 or 15(d) of the United States Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, furnish, to any holder or beneficial owner of Instruments or any prospective purchaser designated by any such holder or beneficial owner, upon request of such holder, beneficial owner or prospective purchaser, in connection with a transfer or proposed transfer of any such Instruments, pursuant to Rule 144A or otherwise, the information required to be delivered pursuant to Rule 144A (d)(4) under the Securities Act.

## STABILISATION

In connection with the issue of any Tranche of Instruments, the Dealer or Dealers (if any) named as the Stabilising Manager(s) in the applicable Final Terms (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s)) may over allot Instruments or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Instruments is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Instruments and 60 days after the date of the allotment of the relevant Tranche of Instruments. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) in accordance with all applicable laws and rules.

## INFORMATION INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the CBI, shall be, incorporated in, and form part of, this Base Prospectus:

1. The unaudited consolidated interim financial statements of OP Corporate Bank plc and its subsidiaries for the period 1 January to 31 December 2018 (except for the section entitled "Outlook for 2019", under the heading "OP Corporate Bank plc Financial Statements Bulletin for 1 January-31 December 2018" on page 18: [www.op.fi/op-financial-group/media/bulletins?id=O\\_142911\\_PR\\_201902\\_2233419](http://www.op.fi/op-financial-group/media/bulletins?id=O_142911_PR_201902_2233419)).
2. The "OP Corporate Bank plc Report by the Board of Directors and Financial Statements 2017", which contains the audited consolidated financial statements of OP Corporate Bank plc and its subsidiaries for the year ended 31 December 2017, the notes thereto and the auditors' report set out on pages 202-208 (except for the seventh paragraph, entitled "Outlook for 2018", under the heading "Report by the Board of Directors for 2017" on page 6 and the section entitled "Outlook for 2018" on page 23): [www.op.fi/documents/209474/28185345/OP+Corporate+Bank+plc+Report+by+the+Board+of+Directors+and+Financial+Statements+2017/be6a9223-8543-4274-b8f5-9962057326d6](http://www.op.fi/documents/209474/28185345/OP+Corporate+Bank+plc+Report+by+the+Board+of+Directors+and+Financial+Statements+2017/be6a9223-8543-4274-b8f5-9962057326d6).
3. The "OP Corporate Bank plc Report by the Board of Directors and Financial Statements 2016", which contains the audited consolidated financial statements of OP Corporate Bank plc and its subsidiaries for the year ended 31 December 2016, the notes thereto and the auditors' report set out on pages 184-189 (except for the seventh paragraph, entitled "Outlook for 2017", under the heading "Report by the Board of Directors for 2016" on page 1 and the section entitled "Outlook for 2017" on page 17): [www.opbank.lt/financial-results/1a0r39d86a.pdf](http://www.opbank.lt/financial-results/1a0r39d86a.pdf).
4. The terms and conditions set out on pages 7-25 of the information memorandum dated 23 April 2004: [www.op.fi/documents/oko-bank-information-memorandum-23-april-2004](http://www.op.fi/documents/oko-bank-information-memorandum-23-april-2004).
5. The terms and conditions set out on pages 30-50 of the base prospectus dated 5 November 2010: [www.op.fi/documents/emtn-base-prospectus-5-november-2010](http://www.op.fi/documents/emtn-base-prospectus-5-november-2010).
6. The terms and conditions set out on pages 27-51 of the base prospectus dated 7 November 2011: [www.op.fi/documents/emtn-base-prospectus-7-november-2011](http://www.op.fi/documents/emtn-base-prospectus-7-november-2011).
7. The terms and conditions set out on pages 28-48 of the base prospectus dated 1 June 2012: [www.op.fi/documents/emtn-base-prospectus-1-june-2012](http://www.op.fi/documents/emtn-base-prospectus-1-june-2012).
8. The terms and conditions set out on pages 32-56 of the base prospectus dated 30 May 2013: [www.op.fi/documents/emtn-base-prospectus-30-may-2013](http://www.op.fi/documents/emtn-base-prospectus-30-may-2013).
9. The terms and conditions set out on pages 29-53 of the base prospectus dated 3 June 2014: [www.op.fi/documents/emtn-base-prospectus-3-june-2014](http://www.op.fi/documents/emtn-base-prospectus-3-june-2014).
10. The terms and conditions set out on pages 30-55 of the base prospectus dated 17 February 2015: [www.op.fi/documents/emtn-base-prospectus-17-february-2015](http://www.op.fi/documents/emtn-base-prospectus-17-february-2015).
11. The terms and conditions set out on pages 30-59 of the base prospectus dated 17 February 2016: [www.op.fi/documents/emtn-base-prospectus-17-february-2016](http://www.op.fi/documents/emtn-base-prospectus-17-february-2016).
12. The terms and conditions set out on pages 32-61 of the base prospectus dated 17 February 2017: [www.op.fi/documents/emtn-base-prospectus-17-february-2017](http://www.op.fi/documents/emtn-base-prospectus-17-february-2017).
13. The terms and conditions set out on pages 32-61 of the base prospectus dated 16 February 2018: [www.op.fi/documents/20556/65042/EMTN+16+Feb+2018/c8234546-4aba-4ce7-bbc8-2c0023263684](http://www.op.fi/documents/20556/65042/EMTN+16+Feb+2018/c8234546-4aba-4ce7-bbc8-2c0023263684).
14. The terms and conditions set out on pages 32-61 of the base prospectus dated 16 February 2018, as amended by the section entitled "Amendments in the "Terms and Conditions of the Instruments"" as set out on pages 21 to 34 of the supplement to such base prospectus dated 13

November 2018: [www.op.fi/documents/20556/65042/EMTN+Supp+13+Nov+2018/e566d98f-8846-1524-c348-fe97370bbebc](http://www.op.fi/documents/20556/65042/EMTN+Supp+13+Nov+2018/e566d98f-8846-1524-c348-fe97370bbebc).

Copies of the documents containing the information incorporated by reference in this Base Prospectus can be obtained, free of charge, from the registered office of the Bank as set out at the end of this Base Prospectus or the Bank's website at [www.op.fi/op-financial-group/publications/op-corporate-bank-publications](http://www.op.fi/op-financial-group/publications/op-corporate-bank-publications). For the avoidance of doubt, the Bank's website is not incorporated by reference in this Base Prospectus.

Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant for the investor or is covered elsewhere in this Base Prospectus.

If the information incorporated by reference in this Base Prospectus itself incorporates any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Base Prospectus.

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## OVERVIEW OF THE PROGRAMME

*The following overview of the Programme does not purport to be complete and is qualified in its entirety by the remainder of this Base Prospectus. Words and expressions defined in the "Terms and Conditions of the Instruments" below or elsewhere in this Base Prospectus have the same meanings in this overview.*

Issuer:	OP Corporate Bank plc
Arranger:	Citigroup Global Markets Limited
Dealers:	Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, J.P. Morgan Securities plc, Merrill Lynch International, NatWest Markets Plc, Nomura International plc, OP Corporate Bank plc, UBS Limited and any other dealer appointed from time to time by the Bank. The Bank may also issue Instruments to any other person or institution.
Fiscal Agent:	The Bank of New York Mellon, London Branch
Registrar and Paying Agent:	The Bank of New York Mellon SA/NV, Luxembourg Branch
Programme Amount:	EUR 20,000,000,000 (or its approximate equivalent in other currencies), subject to any duly authorised increase or decrease.
Final Terms, Drawdown Prospectus or Pricing Supplement:	Instruments issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms, (2) pursuant to a Drawdown Prospectus, or (3) in the case of Non-PD Instruments, pursuant to this Base Prospectus and the associated Pricing Supplement. The terms and conditions applicable to any particular Tranche of Instruments will be the Terms and Conditions of the Instruments as completed by the relevant Final Terms or, as the case may be as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus or Pricing Supplement.
Listing and Admission to Trading:	<p>Applications have been made for Instruments (other than Non-PD Instruments) to be admitted during the period of twelve months after the date hereof to listing on the Official List and to trading on the regulated market of Euronext Dublin.</p> <p>The Bank intends to request that the CBI provide the competent authority in the United Kingdom with a Notification. Following provision of the Notification, the Bank may apply for Instruments to be admitted to trading on the regulated market of the London Stock Exchange.</p> <p>Instruments may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Bank and the relevant Dealer(s) in relation to the relevant Series. Instruments that are neither listed nor admitted to trading on any market may also be issued.</p> <p>References to "Non-PD Instruments" are to such Instruments which will not be admitted to listing, trading on a regulated market for the purposes of MiFID II in the EEA and/or which may be admitted to listing, trading and/or quotation on a market, stock exchange and/or quotation system as may be agreed between the Bank and the relevant Dealer(s) in circumstances where the provisions of the Prospectus Directive do not apply.</p> <p>The applicable Final Terms will state whether or not the relevant Instruments are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.</p>
Form of Instruments:	Instruments may be issued in bearer form or in registered form.

In respect of Instruments issued in bearer form, each Tranche of Instruments will initially be in the form of either a temporary global Instrument or a permanent global Instrument, in each case as specified in the relevant Final Terms. Each global Instrument which is not intended to be issued in new global instrument form (a "**Classic Global Instrument**" or "**CGI**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date (the "**Issue Date**") with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each global Instrument which is intended to be issued in new global instrument form (a "**New Global Instrument**" or "**NGI**"), as specified in the relevant Final Terms, will be deposited on or around the relevant Issue Date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each temporary global Instrument will be exchangeable for a permanent global Instrument or, if so specified in the relevant Final Terms, for Instruments in definitive form. Certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a temporary global Instrument or receipt of any payment of interest in respect of a temporary global Instrument.

Each permanent global Instrument will be exchangeable for Definitive Instruments in accordance with its terms. Definitive Instruments will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

In respect of Instruments issued in registered form, each Tranche of registered Instruments will be in the form of either Individual Registered Instruments or a Global Registered Instrument, in each case as specified in the relevant Final Terms. Each Global Registered Instrument which is not intended to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**"), as specified in the relevant Final Terms, will be registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Instrument will be deposited on or about the issue date with the common depositary. Each Global Registered Instrument intended to be held under the New Safekeeping Structure, as specified in the relevant Final Terms, will be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Global Registered Instrument will be deposited on or about the issue date with the common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg.

Instruments in registered form may not be exchanged for Instruments in bearer form.

Green Bonds: Instruments may be issued under the Programme as Green Bonds. See "*Green Bonds*".

Status: Instruments may be issued by the Bank as Unsubordinated Instruments, Senior Non-Preferred Instruments or Tier 2 Instruments, as specified in the relevant Final Terms.

#### *Unsubordinated Instruments*

The Unsubordinated Instruments constitute unsubordinated and unsecured obligations of the Bank and rank *pari passu* without any preference among themselves and at least *pari passu* with all other present or future unsecured and unsubordinated indebtedness of the Bank, subject to statutorily preferred exceptions.

See Condition 3A (*Status – Unsubordinated Instruments*).

#### *Senior Non-Preferred Instruments*

The Senior Non-Preferred Instruments constitute direct and unsecured obligations of the Bank and rank and will rank *pari passu* without any preference

among themselves.

In the event of the winding-up, insolvency or bankruptcy of the Bank, the rights and claims (if any) of holders of any Senior Non-Preferred Instruments to payments of the principal amount and any other amounts in respect of the Senior Non-Preferred Instruments (including any accrued but unpaid interest amount or damages or other payments awarded for breach of any obligations under the Conditions, if any are payable) shall:

- (i) be subordinated to the claims of all depositors and other unsecured and unsubordinated creditors of the Bank, provided that in each case such claims are not by mandatory provisions of law ranked, or by their terms expressed to rank, *pari passu* with the claims of holders of Senior Non-Preferred Instruments;
- (ii) rank at least *pari passu* with the claims of all other creditors of the Bank which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the claims of holders of Senior Non-Preferred Instruments; and
- (iii) rank senior to any Junior Securities of the Bank.

See Condition 3B (*Status – Senior Non-Preferred Instruments*).

#### *Tier 2 Instruments*

The Tier 2 Instruments constitute direct and unsecured obligations of the Bank ranking *pari passu* without any preference among themselves. In the event of the winding-up, insolvency or bankruptcy of the Bank, the claims of the Holders of Tier 2 Instruments against the Bank in respect of such Instruments (including any accrued but unpaid interest amount or damages or other payments awarded for breach of any obligations under the Conditions (if payable)) shall:

- (i) be subordinated to the claims of all Senior Creditors;
- (ii) rank at least *pari passu* with the claims of holders of all other subordinated obligations of the Bank and any other securities of the Bank which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the Tier 2 Instruments; and
- (iii) rank senior to the Bank's ordinary shares, preference shares and any other junior subordinated obligations or other securities of the Bank which by law rank, or by their terms are expressed to rank, junior to the Tier 2 Instruments.

The rights of Holders of Tier 2 Instruments shall be subject to any present or future Finnish laws or regulations relating to the recovery and resolution of credit institutions and investment firms in the Republic of Finland which are or will be applicable to the Tier 2 Instruments only as a result of the operation of such laws or regulations.

See Condition 3C (*Status – Tier 2 Instruments*).

#### Waiver of Set-Off:

No Holder of Senior Non-Preferred Instruments or Tier 2 Instruments shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Bank in respect of such Senior Non-Preferred Instruments or Tier 2 Instruments (as applicable).

If Unsubordinated Instruments Waiver of Set-Off is stated to be applicable in the relevant Final Terms, no Holder of Unsubordinated Instruments shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Bank in respect of such Unsubordinated Instruments.

Negative Pledge:	None.
Cross-Default/Cross-Acceleration:	None.
Currencies:	Instruments may be denominated in any currency (including, without limitation, Euro, Japanese Yen, Pounds Sterling and United States Dollars), subject to compliance with all applicable legal or regulatory requirements.
Issuance:	The Instruments will be issued on a syndicated or non-syndicated basis. Instruments will be issued in series (each a " <b>Series</b> "). Each Series may comprise one or more Tranches issued on different Issue Dates. The Instruments of each Series will all be subject to identical terms except that the Issue Date and the amount of the first payment of interest may be different in respect of different Tranches. The Instruments of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Instruments of different denominations. Further Instruments may be issued as part of an existing Series.
Issue Price:	Instruments may be issued at par or at a discount or premium to par. The price and amount of Instruments to be issued under the Programme will be determined by the Bank and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Maturities:	Any maturity or with no fixed maturity date, subject in all cases, to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Redemption:	Instruments may be redeemable at par or at any amount above par, as may be specified in the relevant Final Terms, or such other amount as may be specified in the relevant Pricing Supplement.
Optional Redemption:	Subject to certain Conditions, Instruments may be redeemed before their stated maturity at the option of the Bank (either in whole or in part) and/or the Holders of Instruments to the extent (if at all) specified in the relevant Final Terms.
Interest:	Instruments may be interest-bearing or non-interest bearing or a combination of the two. Interest (if any) may accrue at a fixed rate (" <b>Fixed Rate Instruments</b> "), floating rate (" <b>Floating Rate Instruments</b> ") or a resettable rate (" <b>Resettable Instruments</b> ") and may vary during the lifetime of the relevant series.
Benchmark Discontinuation:	In the event that a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Bank shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Bank determining a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments.  See Condition 5G ( <i>Benchmark Discontinuation</i> ).
Denominations:	No Instruments may be issued under the Programme with a minimum denomination of less than EUR 100,000 (or its equivalent in another currency). Subject thereto, Instruments will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Early Redemption:	Subject to certain conditions, early redemption of the Instruments will be permitted for taxation reasons, as mentioned in " <i>Terms and Conditions of the Instruments – Early Redemption for Taxation Reasons</i> ".  In relation to Tier 2 Instruments only, early redemption in whole (but not in part) is permitted as a result of a Capital Event if specified as applicable in the relevant

Final Terms, as mentioned in "*Terms and Conditions of the Instruments – Early Redemption Following a Capital Event*".

In relation to Senior Non-Preferred Instruments only, early redemption in whole (but not in part) is permitted as a result of an MREL Disqualification Event if specified as applicable in the relevant Final Terms, as mentioned in "*Terms and Conditions of the Instruments – Early Redemption of Senior Non-Preferred Instruments as a result of an MREL Disqualification Event*".

There are additional restrictions on the early redemption of Senior Non-Preferred Instruments and Tier 2 Instruments, as mentioned in "*Terms and Conditions of the Instruments – Restrictions on early redemption of Senior Non-Preferred Instruments and Tier 2 Instruments*".

Early redemption at the option of the Bank and/or the Holders will otherwise be permitted only to the extent specified in the relevant Final Terms.

Substitution and Variation:	The Bank may substitute or vary the terms of all (but not some only) of the Senior Non-Preferred Instruments or the Tier 2 Instruments as provided in Condition 9 ( <i>Substitution or Variation</i> ) (including changing the governing law of Condition 20 ( <i>Acknowledgement of Bail-in and Loss Absorption Powers</i> )) if so specified in the relevant Final Terms, without any requirement for the consent or approval of Holders of the Instruments, as mentioned in " <i>Terms and Conditions of the Instruments – Substitution or Variation</i> ".
Taxation:	Payments in respect of Instruments (being payments in respect of interest in the case of Senior Non-Preferred Instruments and Tier 2 Instruments, or, in the case of Unsubordinated Instruments only, principal, redemption amount or otherwise) will be made without withholding or deduction in respect of any taxes, duties, assessments or governmental charges imposed or levied by or on behalf of the Republic of Finland or any political subdivision thereof or any authority therein or thereof having power to tax, unless required by law. In such event, payments by the Bank will, subject to customary exceptions, be increased – see " <i>Terms and Conditions of the Instruments – Taxation</i> ".
Redenomination:	The applicable Final Terms may provide that certain Instruments may be redenominated in Euro. The relevant provisions applicable to any such redenomination are contained in Condition 16.
Governing Law:	The Instruments, all related contractual documentation and any non-contractual obligations arising out of or in connection with them will be governed by English law save for Conditions 3B ( <i>Status – Senior Non-Preferred Instruments</i> ) and 3C ( <i>Status – Tier 2 Instruments</i> ), which are governed by Finnish law.
Enforcement of Instruments in Global Form:	In the case of Instruments in global form, individual investors' rights will be governed by a Deed of Covenant dated 16 February 2018.
Ratings:	<p>The Bank's long-term senior debt has been rated AA- (with stable outlook) by S&amp;P and Aa3 (with stable outlook) by Moody's. S&amp;P and Moody's are established in the EEA and registered under the CRA Regulation.</p> <p>Tranches of Instruments issued under the Programme will be rated or unrated. Where a Tranche of Instruments is rated, such rating will not necessarily be the same as the rating(s) assigned to the Bank's long-term senior debt or Instruments already issued. Where a Tranche of Instruments is rated, the applicable rating(s) will be specified in the relevant Final Terms.</p>
Clearing Systems:	Euroclear, Clearstream, Luxembourg and any other clearing system as may be specified in the relevant Final Terms.

Selling and Transfer  
Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of offering material in the United States of America, the United Kingdom, Japan, the Republic of Finland, the Republic of Italy and Singapore, see "*Subscription and Sale*" section.

There are restrictions on the transfer of Instruments sold pursuant to Regulation S under the Securities Act prior to the expiration of the relevant distribution compliance period and on the transfer of Instruments sold pursuant to Rule 144A under the Securities Act.

The Instruments will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) (the "**D Rules**") unless (i) the relevant Final Terms states that Instruments are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the "**C Rules**") or (ii) the Instruments are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Instruments will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

## **RISK FACTORS**

*Prospective investors should read the entire Base Prospectus. Words and expressions defined in the "Terms and Conditions of the Instruments" below or elsewhere in this Base Prospectus have the same meanings in this section.*

*Investing in the Instruments involves certain risks. Set forth below are risk factors that the Bank believes are the principal risks involved in an investment in the Instruments but other factors may exist which the Bank may not consider to be significant based on information currently available to it or which it may not currently be able to anticipate. The Bank believes that the following may affect its ability to fulfil its obligations under Instruments issued under the Programme. If any of these risks materialise, the price of the Instruments may decline and the investors could lose all or part of their investment. Prospective investors should read the detailed information set out elsewhere in this Base Prospectus and reach their own views regarding the risks inherent in investing in Instruments issued under the Programme prior to making any investment decision. Except as otherwise indicated, these factors may or may not occur and the Bank is not in a position to express a view on the likelihood of any such factor occurring:*

### **Risks Relating to the Operations of OP Corporate Bank Group**

#### ***Risks Relating to Planned Structural Changes in OP Corporate Bank Group***

As at the date of this Base Prospectus, the Bank is a wholly owned subsidiary of the OP Cooperative. In 2015, the Bank executed a partial demerger, whereby some of the Bank's assets and liabilities transferred to OP Omistus 1 Oy, a company incorporated for the demerger. Following the partial demerger, group treasury and corporate banking, equities and non-life insurance remain with the Bank. All other operations of the Bank were transferred to OP Omistus 1 Oy in the demerger. The businesses transferred to the new company included wealth management as well as card and property management operations. In 2016, OP Omistus 1 Oy merged into OP Cooperative.

OP Corporate Bank Group (as defined on page 58) is in the process of considering further potential structural changes whereby, for example, the non-life insurance business segment may be transferred from OP Corporate Bank Group to the OP Cooperative's direct ownership. The specific manner or schedule to implement such restructuring has not yet been decided.

OP Corporate Bank assessed the option of separating central banking operations (Group Treasury) into a subsidiary wholly owned by OP Cooperative. Following the assessment and in line with OP Cooperative's Executive Board decision of 4 February 2019, such separation will not be carried out and, therefore, the central banking operations will continue to remain part of OP Corporate Bank. The Terms and Conditions of the Instruments allow the Bank to make certain permitted reorganisations in line with the abovementioned proposal.

Any further potential restructuring would be expected to generate synergy benefits. The majority of the synergies are expected to be generated at the OP Cooperative Consolidated (as described on page 113) level. Notwithstanding the above, if the abovementioned restructuring proposal or any alternative restructuring proposals are carried out, the OP Corporate Bank Group's or the Bank's business and its financial condition may be impacted by the implementation. For example, the transfer of the Non-life Insurance business segment would decrease OP Corporate Bank Group's earnings and balance sheet. Other restructuring options might reduce total income generated by the Bank's businesses as compared with the current position. Such further restructurings, if completed, could have a material adverse effect on the OP Corporate Bank Group's or the Bank's business, results of operations and financial condition.

Regardless of the manner by which any further restructuring may be made, the intention is that all the current operations of the Bank would remain in 100 per cent. direct or indirect ownership of the OP Cooperative. Notwithstanding the foregoing, there is no assurance that the restructuring will be successfully implemented and this could have a negative impact on the Bank's business, results of operations and financial condition.

#### ***Business Conditions and General Economy***

The profitability of the Bank's operations is affected by several factors, the most important being the general economic conditions in Finland or globally, volatility of interest rates and equity prices, changes in exchange rates, and the competitive situation. Factors such as the development of public finances and general price, income and the employment levels as well as the development of companies' willingness to

invest, the savings level of households and development of insurance claims may affect the volume and performance of the Bank's business as well as its financial condition. An economic downturn in Finland or globally could adversely affect the Bank's business, results of operations and financial condition.

The euro area economy has in the recent years been growing relatively steadily and the unemployment rate has fallen markedly. The Finnish economy has recovered in the recent years and is currently growing at a reasonably healthy pace.

Inflation has remained well below the target of the European Central Bank (the "ECB"). To reach the inflation target the ECB has taken extraordinary measures, which have lowered interest rates to unprecedentedly low levels. The economy seems to continue to expand at a reasonable pace and inflation outlook remains contained. The ECB has ended the net purchases of securities belonging to its asset purchase program, but interest rates remain at a low level.

Factors such as the liquidity of the global financial markets, level and volatility of equity prices, exchange rates, commodity prices and interest rates, inflation, and availability and cost of credit could materially affect the activity level of the Bank's customers. Higher interest rates could adversely affect the values of balance sheet and off-balance sheet assets of the Bank by increasing the risk that a greater number of its customers would be unable to meet their obligations. Increasing volatility could also cause losses in the Bank's trading portfolios. Financial uncertainty and possible economic fluctuations may result in a decline in the volume of transactions that the Bank executes for its customers and, therefore, lead to a decline in the income it receives from fees and commissions. For example, a higher level of domestic or foreign interest rates or a downturn in the securities markets could affect the flows of assets under management and the fees the Bank earns for managing assets.

In the opinion of the Bank's management, there is uncertainty about economic prospects and the operating environment. The main risks of the Bank are associated with developments in credit spreads, interest rates, share prices and share price volatility, loan impairments and funding costs, as well as the general operating environment. The Bank's management may be able to mitigate such possibly negative effects on investment and trading by carefully selecting investment assets, diversifying risks, promoting the Bank's personnel's professional skills and carrying out risk management effectively. Nevertheless, developments in the general operating environment are generally beyond the control of the Bank's management. The insufficient recovery of the markets or deterioration and deepening of the economic downturn could have a material adverse effect on the Bank's business, results of operations or financial condition.

### ***Credit Risks***

The most significant risk for a bank is credit risk. Estimating the potential write-downs in the Bank's loan portfolio is difficult and depends on many factors, including general economic conditions, credit rating migration of customers and counterparties, management of credits by customers or changes in their ability to repay loans, the realisation value of collateral positions, structural and technological changes within industries and other external factors such as legal and other regulatory requirements.

The objective of credit risk management is to price the customer a specific credit risk and include it in credit margins as well as to minimise it by using collaterals and financial covenants. Estimating and pricing credit risks as well as the realisation value and time of collaterals is, however, uncertain, and therefore the possible write-downs could adversely affect the Bank's business, results of operations and financial condition. There is no guarantee that loss estimates will reflect actual future losses. If such estimates prove to be inaccurate or inadequate, the Bank's business, results of operations and financial condition could be adversely affected.

The growth of the Bank's loan portfolio amounted to 11.0 per cent. between 31 December 2017 and 31 December 2018. Uncertainty relating to the growth of Gross Domestic Product, exports and capital spending yet exists, having possible influence on corporate payment defaults, bankruptcies, margin development, and unemployment. The Bank's loan portfolio growth could also be constrained by, among other factors, the Bank's inability to increase lending volumes to customers that meet its credit quality standards or reduced access to funding due to uncertain performance of debt capital markets influenced by factors such as governments' indebtedness.

Despite the generation of interest income, the growth of the Bank's loan portfolio may also have negative effects. The growth of the loan portfolio in the current market environment may subsequently result in loan losses as the Bank's customers may be unable to meet their obligations. If the Bank is unable to maintain its loan portfolio margin and simultaneously good credit quality, the Bank may not generate sufficient interest income to offset any increased funding cost or it may suffer credit losses, which could have a



material adverse effect on Bank's business, results of operations and financial condition. The Bank is exposed to the risk that borrowers may not repay their loans according to their contractual terms and that the collateral securing the payment of these loans may be insufficient. Accordingly, the Bank may experience significant credit losses, which could have a material adverse effect on its profits.

The Bank regularly reviews and analyses its loan portfolio and credit risks. Despite lower impairment charges and low level of doubtful receivables relative to the loan and guarantee portfolio, some of the Bank's corporate customers still face a challenging operating environment. The greatest uncertainty related to the Bank's risk exposure is still associated with future impairment charges on the loan portfolio. The uncertainty of the magnitude and duration of the current market situation makes it difficult to estimate the size of any future loan losses. Due to the current market situation, it is however likely that the Bank will encounter a number of non-performing loans. If the level of credit losses and non-performing loans is higher than anticipated, it may have a material adverse effect on the Bank's business, results of operations and financial condition.

### ***Concentration of Credit Risk***

A majority of the amount of the Bank's credit, guarantee and other exposure to corporate customers comprises liabilities that relate to Finnish corporate customers. The Bank's total exposure also includes relatively large customer specific credit risk concentrations. Large corporate customer exposure refers to exposure which, after allowances and other recognition of credit risk mitigation, exceeds 10 per cent. of the capital base covering customer risk. As at 31 December 2018, OP Corporate Bank Group's capital base for the purpose of calculating the large customer exposures totalled EUR 4.9 billion (EUR 4.8 billion on 31 December 2017). The amount of large customer exposures totalled EUR 0.5 billion at the end of 2018.

As at 31 December 2018, the most significant industries measured by the exposure to the corporate and housing association included Energy 12.9 per cent. (14.1 per cent. on 31 December 2017), Services representing 11.1 per cent. (9.4 per cent. on 31 December 2017) and Trade representing 10.7 per cent. (10.7 per cent. on 31 December 2017). However, more than by industry specific concentration, the Bank's business, results of operations and financial condition may be adversely affected by the geographical risk concentration in Finland. The Bank's level of expected credit loss and credit losses may increase if economic conditions in Finland do not recover as expected or if large borrowers become unable to perform their obligations. Should such events materialise, they could have a material adverse effect on the Bank's business, results of operations and financial condition.

The Bank has also participated in acquisition financing by both industrial and financial buyers (including private equity investors) in relation to several industries in Finland. In some cases the Bank has been the primary lender but in a number of instances the Bank has also taken part in financing acquisitions with a smaller share of the total financing, in which cases the Bank's abilities to influence the joint decision making of the lenders relating to, among others, actions relating to securing interests of the lenders, and possible reorganisations, are generally limited. In case, for example, companies purchased by financial buyers (including private equity investors), or other companies in whose financing the Bank has taken part, would be unable to meet their obligations, this could have a material adverse effect on the Bank's business, results of operations and financial condition.

### ***Price Development in Money, Foreign Exchange and Capital Markets***

The most significant market risks the Bank faces are interest rate, foreign exchange, credit spread risks, equity price and volatility risks. Changes in interest rate levels, yield curves and credit spreads may affect the Bank's business, results of operations and financial condition. Changes in currency rates affect the value of assets and liabilities denominated in foreign currencies as well as the Bank's earnings and may affect revenues from foreign exchange dealing. The price development of financial markets may cause changes in the value of the Bank's investment and trading portfolios, and liquidity reserves, and in the amount of revenues generated from assets under management. The Bank complies with market risk management principles and policies, which are confirmed by the Board of Directors. The purpose of the risk management principles and policies is to ensure that OP Corporate Bank Group is not exposed to market risks that are excessive in relation to its risk-bearing capacity. However, it is difficult to predict accurately changes in economic and/or market conditions and the effects that such changes could have on the Bank's business, results of operations and financial condition. If financial markets perform against expectations and/or if prepared estimates and predictions prove to be inaccurate or inadequate, the Bank's business, results of operations and financial condition could be adversely affected.

In addition to the changes in market prices, the illiquidity of certain markets, such as structured products, private equity or real estate markets, or the decreased liquidity of the financial markets in general can have an effect on the Bank. The Bank may either be unable to sell certain assets or it may be required to sell certain assets at a reduced price, which can have a negative impact on the Bank's business, results of operations and financial condition.

There is no certainty that the market risks involved with the uncertain economic and market conditions will not adversely affect the Bank's business, results of operations and financial condition as described above.

### ***Systemic Risks***

Payment defaults, bank runs and other types of financial distress or difficulties in a foreign or domestic bank or other financial institution may lead to a series of liquidity problems, losses and payment and other difficulties in other companies operating in the financial sector, due to the interconnectedness of the domestic and global financial systems and capital markets. If one financial institution experiences difficulties it could have spillover effects on other institutions through, for example, lending, trading, clearing and other linkages between financial institutions. This risk is called a "systemic risk" and it can have a significant negative impact on markets in which the Bank operates on a daily basis which can, in turn, adversely affect the Bank's business, results of operations and financial condition.

### ***Liquidity Risk and Availability of Funding***

The Bank, as the central bank of OP Financial Group, is responsible for the whole OP Financial Group's liquidity and funding from money and capital markets. Liquidity risk means the risk of the Bank being unable to meet its payment obligations and to refinance its loans when they fall due, and to meet its obligations as a creditor. The risk could materialise if market conditions worsen substantially and the Bank is unable to maintain adequate liquidity. Furthermore, a substantial downgrade of the Bank's credit rating could adversely affect the availability and price of the Bank's funding and as a consequence weaken the Bank's results of operations and financial condition. In addition, liquidity may be limited if the Issuer makes large allocations to a limited number of investors.

### ***Competition***

The financial services market remains highly competitive in the markets where the Bank operates. Innovative competition comes both from established players and a steady stream of new market entrants. The market is expected to remain highly competitive in all of the Bank's business divisions, which could adversely affect the Bank's business, results of operations and financial condition.

### ***Capital Adequacy***

The Bank's banking licence is dependent upon, among other things, the fulfilment of capital adequacy requirements in accordance with the applicable regulations which are the Finnish Act on Credit Institutions (*Laki luottolaitostoininnasta* 610/2014), as amended or superseded (the "**Credit Institutions Act**"), or the Act on Amalgamations of Deposit Banks (*Laki talletuspankkien yhteenliittymästä* 599/2010), as amended (the "**Amalgamations Act**"), and the regulation of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (Regulation (EU) No 575/2013, the "**CRD IV Regulation**"). Under these acts and regulation the Bank, as a credit institution, has since 4 November 2014 been supervised by the ECB as part of OP Financial Group following the ECB's takeover of supervisory responsibilities from the Finnish Financial Supervisory Authority (the "**FIN-FSA**"). The Bank's capital structure and capital adequacy ratio may have an effect on the Bank's credit ratings and the availability and costs of funding operations. Moreover, the absence of a sufficiently strong capital base may constrain the Bank's growth and strategic options. Significant unforeseen losses may create a situation under which the Bank is unable to maintain its desired capital structure.

Capital adequacy calculations show the ratios of the Bank's capital in relation to the total risk exposure amount. The capital position is affected by, for example, profit after tax, the distribution of dividends, goodwill, changes in the fair value reserve and insurance company investments, as well as the difference between impairments and expected loan losses. Risk-weighted assets are affected by, for example, the amount of lending and the risk ratings of the loans and other receivables and assets as well as market and operational risks. In the current market environment there is also a significant risk of decreases in credit worthiness for the Bank's customers which will increase the risk-weighted items under the current rules. Furthermore, the Bank's capital adequacy is related to the availability of additional capital in the future. The Bank's non-life insurance companies must also fulfil capital adequacy requirements set for non-life

insurance companies. If the non-life insurance companies are not able to fulfil these capital adequacy requirements, the Bank could be required to capitalise the insurance companies or this could affect the Bank's growth and attainment of strategic goals.

Negative changes in the capital adequacy position, such as a decrease in equity or an increase in risk exposure amounts could have an adverse effect on the availability and cost of the Bank's funding and, consequently, have an adverse effect on the Bank's business, results of operations and financial condition.

#### ***Risks Related to Derivatives Positions***

The Bank is engaged in derivatives business both for its customers and for its own account by trading in derivatives instruments, such as forwards, futures, foreign exchange agreements and options. As at 31 December 2018, the total derivatives nominal value was EUR 256,491 million (EUR 246,303 million as at 31 December 2017) of which the nominal value of the interest rate derivatives was EUR 216,494 million (EUR 196,148 million as at 31 December 2017). Fair value for derivatives assets was EUR 3,188 million (EUR 4,250 million as at 31 December 2017) and derivatives liabilities EUR 2,742 million (EUR 4,208 million as at 31 December 2017). In recent years the Bank's derivatives business has grown and the variety of derivatives products offered has increased. The value of derivatives contracts depends on, inter alia, changes in the value of the contract's underlying asset, price fluctuations, changes in interest rate levels and credit risk margins and maturity date of the contract. The risks related to the derivatives business include failures in assessing the fair value of the underlying asset or the securities, and the risk that the Bank is unable to realise the derivative position on favourable terms or at all, due to market conditions. Further, a risk related to the derivatives business is that the derivative counterparty has not understood the liabilities created for it by the contract or cannot perform its obligations, or that the collateral set by the contract counterparty to the Bank proves to be inadequate. The operational risks in derivatives business include, among other things, possible process risks related to inadequate documentation and collateral management. The materialisation of the aforementioned risks could have a material adverse effect on the Bank's business, results of operations and financial condition.

Risk management has a central role in the derivatives business and the Bank continuously develops its risk management related to its derivatives business. The growth in derivatives business places increasing demands on risk management. There can be no assurance that the Bank's risk management will be in the future able to completely manage all risks related to the Bank's derivatives business, due to, for example, possible inadequacies in systems, methods and procedures or human errors. Despite continuous development of risk management, the Bank's risk management may be insufficient to effectively manage risks related to a larger volume and more complicated instruments. Should the Bank's risk management prove to be inadequate, this could have a material adverse effect on the Bank's business, results of operations and financial condition.

In February 2013, the Bank adopted central counterparty clearing required by the European Market Infrastructure Regulation (Regulation (EU) No. 648/2012). Standardised OTC derivative transactions entered into with financial counterparties are cleared in London Clearing House.

#### ***Risk Relating to Joint Liability of the Member Credit Institutions***

Under the Amalgamations Act, OP Cooperative and the Bank, OP Card Company Plc, OP Mortgage Bank, OP Customer Services Ltd, and the Member Cooperative Banks, including Helsinki Area Cooperative Bank, (together the "**Member Credit Institutions**"), are jointly responsible for their liabilities.

The OP Cooperative is liable to pay to its Member Credit Institution an amount that is necessary in order to prevent the Member Credit Institution's liquidation. The OP Cooperative is liable for the debts of a Member Credit Institution that cannot be paid from the Member Credit Institution's own funds.

A Member Credit Institution is liable to pay to the OP Cooperative its own share of the amount which the OP Cooperative has paid either to another Member Credit Institution as a support action described above, or to a creditor of another Member Credit Institution as payment of a due debt for which the creditor has not received payment from his debtor. Furthermore, pursuant to the articles of association of the OP Cooperative, a Member Credit Institution has, on the insolvency of the OP Cooperative, an unlimited liability to pay the debts of the OP Cooperative as set out in Chapter 14 of the Act on Cooperatives. This could have a material adverse effect on the Bank's business, results of operations and financial condition.

Member Credit Institution's liability for the amount which the OP Cooperative has paid on behalf of one Member Credit Institution to its creditors is divided between the Member Credit Institutions in proportion to their last confirmed balance sheet totals.

Notwithstanding the joint responsibility between the Member Credit Institutions, there is no guarantee in place which directly ensures the repayment of Instruments issued under this Programme. The payment obligations under the Instruments are solely obligations of the Bank and are not obligations of, and are not guaranteed by, the OP Cooperative.

#### ***Risks Relating to Acquisitions and Divestments***

The Bank may consider strategic acquisitions and partnerships from time to time. There can be no guarantee that the Bank will be successful in the implementation of plans regarding acquisitions and strategic partnerships or that the acquisitions and the implementation thereof will be materialised according to expectations. The Bank has to base any assessment with respect to operations, profitability and other matters of potential acquisitions and partnerships on inexact and incomplete information and assumptions that may prove to be incorrect.

The Bank can give no guarantee that its expectations with regard to integration and synergies will materialise.

The Bank may also consider divesting some of its businesses in the future. Any future divestments of businesses may be affected by many factors, such as the availability and terms of financing for potential buyers, which are beyond the Bank's control. There can be no assurance that the Bank will succeed in divesting any assets in a profitable way or that such divestments will be possible on acceptable terms.

#### ***Risks Relating to Operational Areas in the Baltic Countries***

The Bank provides corporate customer services through the branch offices in all of the Baltic countries. Corporate customer services in the Baltic countries consist of payment and liquidity management and working capital, leasing and investment financing. Baltic banking activities are still small, amounting as at 31 December 2018 to around 9.7 per cent. of the Bank's total corporate exposure.

Even though OP Corporate Bank Group has significant amount of experience in banking and non-life insurance operations in Finland, these fields in the Baltic countries differ from the Finnish market to a significant extent, which translates into additional risks, related to a different operational environment, legislation, administrative differences, workforce regulations and taxation affairs. The Bank has endeavoured to research the Baltic banking market but there is no certainty that the financial results from the operations in the Baltic countries will meet the Bank's expectations.

Sale of OP Financial Group's Baltic non-life insurance business was completed on 31 August 2018. On 18 December 2017, OP Financial Group announced that it will sell all shares of its non-life insurance company Seesam Insurance As to Vienna Insurance Group ("**VIG**"), including its Latvian and Lithuanian branches. The required regulatory approvals have been received and Seesam Insurance As was transferred to VIG's ownership on 31 August 2018.

The failure of operations in the Baltic area could have an adverse effect on the Bank's business, results of operations and financial condition.

#### ***Credit Risk Relating to the Bank***

Holders of the Instruments take a credit risk on the Bank. A holder's ability to receive payment under the Instruments is dependent on the Bank's ability to fulfil its payment obligations, which is in turn dependent upon the development of the Bank's business.

#### ***Regulatory Compliance***

The Bank operates within a highly regulated industry and its activities are subject to extensive supervisory and regulatory regimes including, in particular, regulation in Finland, in the Baltic countries and in the European Union. The Bank must meet the requirements set forth in the regulations regarding, *inter alia*, minimum capital and capital adequacy, reporting with respect to financial information and financial condition, liabilities and payment of dividends as well as regulations regarding the amalgamation. In

addition, certain decisions made at the Bank may require advance approval or notification to the relevant authorities.

One or more supervisory authorities may apply or execute the applicable regulations. Authorities may question the Bank's activities in accordance with the applicable regulations with regard to one or more regulations. If it is found that the Bank breaches the regulations or fails to comply with them, the non-compliance could lead to fines, public reprimands, and other consequences causing damage to the Bank's reputation, enforced suspension of operations or, in extreme cases, amendment to or withdrawal of authorisation to operate. The Bank may also be liable for damages caused by the activities of the Bank.

As a result of the financial crisis, the regulatory framework for banks' capital adequacy requirements became more rigorous. The new Capital Requirement Directive and Regulation (CRD IV Directive/CRD IV Regulation) was published in the EU Official Journal on 27 June 2013. These new rules and regulations entered into force on 1 January 2014 and will implement the Basel III standards within the EU during 2014-19. These regulatory changes are aimed, for example, at improving the quality of banks' capital base, reducing the cyclic nature of capital requirements, decreasing banks' indebtedness and setting quantitative limits to liquidity risk.

From the Bank's perspective, the most important individual change in the regulations relates to the treatment of insurance holdings within a banking-led financial and insurance conglomerate. On 27 November 2013, the Bank as part of OP Financial Group received permission from the FIN-FSA to treat insurance holdings within the conglomerate as risk-weighted assets. In October 2015, the Bank as part of OP Financial Group received permission from the ECB to treat insurance holdings within the conglomerate as risk-weighted assets according to the previous practice. The method applied to insurance holdings leads to a risk weight of approximately 280 per cent.

The requirements for capital buffers implemented through national legislation will add to capital requirements further. As of the beginning of 2016, OP Financial Group as an Other Systemically Important Institution will need to comply with the O-SII buffer of 2 per cent. but it does not apply to the Bank. In December 2018, the FIN-FSA decided not for the time being to impose a countercyclical capital buffer requirement on banks. However, the FIN-FSA has implemented a minimum level of risk weight of 15 per cent. on residential mortgage loans from the start of 2018. A higher minimum risk weight will have no material effect on the Bank's capital adequacy. The FIN-FSA makes a macroprudential policy decision on a quarterly basis.

As part of OP Financial Group, the Bank as credit institution is under ECB's supervision.

Changes in the insurance sector's Solvency II regulations aimed to improve the quality of insurance companies' capital base, improve their risk management, increase the risk-based capital requirements and harmonise insurance sector solvency requirements in Europe. The regulations came into effect on 1 January 2016.

Other areas where changes could have an impact include, *inter alia*:

- monetary policy, interest rate and other policies of central banks and regulatory authorities;
- general changes in government or regulatory policy that may significantly influence investors' decisions to invest in particular markets in which the Bank operates;
- changes in the regulatory requirements, for example in the derivatives markets;
- changes in competitive and pricing environments; and
- changes in the financial reporting environment.

Changes in legislation, regulations and procedures of the authorities, interpretations concerning their application as well as court decisions could adversely affect the business, results of operations and financial condition of the Bank.

### ***Legal and Litigation Risks***

The Bank's customers' or counterparties' claims against the Bank may result in legal proceedings. These risks include, among others, potential liability for the sale of unsuitable products to its customers (mis-

selling) as well as potential liability for the advice that the Bank provides to participants in securities transactions, or liability under securities or other laws in connection with securities offerings. Should the Bank be found to have breached its obligations, it may be obligated to pay damages. Such potential litigation could also have a negative impact on the Bank's reputation among its customers and counterparties. Furthermore, the Bank may face material adverse consequences if contractual obligations were not enforceable as intended or they were enforced in a manner adverse to the Bank or in case it would become apparent that the Bank's intellectual property rights or systems were not adequately protected or in operating condition.

The materialisation of any legal risks such as described above or any potential damages to be paid by the Bank or the loss of its reputation may be substantial and could have an adverse effect on the Bank's business, results of operations and financial condition.

### ***Tax Risks***

Tax risk refers to the risk associated with changes in, or errors in the interpretation of, taxation rates or law. This could result in increased charges or financial loss. Although the Bank devotes considerable resources to managing tax risk, a failure to manage this risk could adversely affect the Bank's business, results of operations and financial condition.

### ***Risk Management***

Core values, strategic goals and financial targets form the basis for risk and capital adequacy management at the Bank. The purpose of the Bank's risk management is to identify threats and opportunities affecting strategy implementation. The objective is to help achieve the targets set in the strategy by ensuring that risks are proportional to the Bank's risk-bearing capacity.

Even though the Bank's personnel follow the guidelines issued on risk management and implement measures which mitigate losses, there can be no certainty that these measures would be fully adequate to manage and control risks. Some of the qualitative tools and metrics used by the Bank for risk management purposes are based upon the use of observed historical market behaviour as well as future predictions. These tools and metrics may fail to predict or predict incorrectly future risk exposures which could lead to losses for the Bank. Factors described above or any other failure in risk management could cause substantial losses and adversely affect the Bank's business, results of operations and financial condition.

### ***Operational Risks***

Operational risk refers to the risk of financial loss or other harmful consequences resulting from inadequate or failed processes, systems or external events. Operational risk may also materialise in terms of loss or deterioration of reputation or trust.

The most significant, identified operational risks pertain to systems, business processes, the accuracy of documentation, and the allocation of resources.

Operational risks are qualitative in nature and the Bank cannot ever fully hedge against them. Operational risk management is aimed at ensuring that no unforeseeable financial consequences or loss of reputation arise from operational risks.

The occurrence of any of these risks could adversely affect the Bank's business, results of operations and financial condition.

### ***System and Information Security Risks***

The Bank's daily operations involve a large number of transactions, many of which are highly complex and which rely on the secure processing, storage and transfer of confidential and other information in the Bank's IT systems and information networks. Even though the Bank utilises protective systems, the Bank's IT system, equipment and network may be susceptible to unauthorised use, computer viruses and other harmful factors.

Furthermore, the Bank's operations depend on confidential and secure data processing. As part of its business operations, the Bank stores personal and banking and insurance specific information provided by its customers which in Finland and in the Baltic countries are subject to certain regulations concerning privacy protection and banking secrecy. The Bank may accrue substantial costs in case information security

risks materialise. Solving the system and information security problems may cause interruptions or delays in the Bank's customer service, which could have an adverse effect on Bank's reputation and prompt customers to abandon the Bank's services or to present the Bank with claims for compensation. Furthermore, if the Bank fails to effectively implement new IT systems or to adapt to new technological developments, it may incur substantial additional expenses or be unable to compete successfully in the market. Any one of the aforementioned factors could have an adverse effect on the Bank's business, results of operations or financial condition.

Furthermore, the Bank relies to a considerable extent on its parent organisation's, the OP Cooperative's, subsidiary OP-Services Ltd with regards to maintaining IT systems and providing IT services. Even though the Bank has sought to secure the provision of IT services that are critical to its operations by contractual arrangements, and by also using alternative service providers with regard to certain IT service elements, any failure by OP-Services Ltd and its cooperating partners to maintain IT systems or deliver agreed services as the Bank requires could have a material adverse effect on the Bank's business.

#### ***Possible Interruptions to the Bank's Business Operations***

The Bank's business may be in danger of being interrupted due to sudden and unforeseeable events, such as disruptions to the distribution of power and data communications or water and fire damage. The Bank may not be able to control such events within the scope of its present business continuity plans which may cause interruptions to business operations. Unforeseen events can also lead to additional operating costs, such as renovation and repairing costs, damages claims from customers affected by these events, higher insurance premiums and the need for redundant back-up systems. Insurance coverage for certain unforeseen risks may also be unavailable, and thus increase the risk for the Bank. The Bank's inability to effectively manage these risks could have a material adverse effect on the Bank's business, results of operations or financial condition.

#### ***Risks Relating to Brand, Reputation of the Bank and Market Rumours***

Among other factors, the Bank relies on its well-known and good brand and reputation in Finland when competing for customers. During the current turbulent market environment, having a good reputation is of particular importance both in the banking and the insurance sector as financial institutions are particularly impacted by rumours and speculation regarding their solvency and their ability to access liquidity. The Bank can to a certain extent influence its own reputation. However, the brand and reputation of the Bank can also be affected by other external factors outside the control of the Bank. Although the Bank has not experienced deposit or customer outflows as a result of any such rumours, there can be no certainty that any rumours or speculation, whether founded or not, would not have such an impact in the future.

Possible future decisions by the Bank concerning its operations and the selection of services and products it offers may have a negative effect on the Bank's brand. Furthermore, if global economic conditions continue to be uncertain and unstable and continue to particularly impact the financial services sector, the Bank may suffer from rumours and speculation regarding, among other things, its solvency and liquidity situation. Negative developments in the Bank's reputation and brand as well as negative views of consumers concerning the Bank's products and services or market rumours concerning the Bank may have an adverse effect on the Bank's business, results of operations and financial condition.

#### ***Risks Relating to the Non-life Insurance Industry***

OP Financial Group's non-life business is currently centralised within OP Corporate Bank Group's non-life insurance business segment and OP Financial Group's life and pension insurance business is centralised within OP Life Assurance Company Ltd. OP Corporate Bank Group is subject to the specific risks of the non-life insurance industry, which risks affect the Bank's business, results of operations and financial condition.

#### ***Non-life Insurance Industry is subject to Comprehensive Regulation***

The current business of OP Corporate Bank Group's non-life insurance operations are subject to comprehensive regulation. Examples of the regulated issues are:

- acquisition or disposition of an insurance company or of any company controlling an insurance company;
- approval or filing of policy forms;

- limitations on types and amounts of investments;
- limitations on the right to cancel or renew policies;
- the right to withdraw from markets or terminate involvement with agents;
- licensing of insurers and agents; and
- transactions between an insurance company and any of its affiliates.

In the spring of 2009, the EU adopted a new, major solvency regime applying to the insurance sector ("**Solvency II**"). The regulations came into force on 1 January 2016. These changes in the regulations will have also an effect on OP Corporate Bank Group through its non-life insurance companies. Changes in the insurance sector's Solvency II regulations aim to improve the quality of insurance companies' capital base, improve their risk management, increase the risk-based solvency requirements and harmonise insurance-sector requirements in Europe. Non-life business fulfils the solvency requirements under Solvency II.

In addition, regulators perform periodic financial and market conduct examinations of insurance companies. The regulation is generally intended for the protection of policyholders rather than shareholders. There is no guarantee that existing insurance-related laws and regulations will not become more restrictive in the future or that new restrictive laws will not be enacted and, therefore, it is not possible to predict the potential effects of such laws and regulations.

#### ***Intense Competition Could Adversely Affect the Business and its Profitability***

The non-life insurance industry is highly competitive and OP Corporate Bank Group's non-life insurance business will continue to face significant competition from domestic and foreign insurance companies. The competition between companies is measured based on many factors, including, for example credit ratings, financial strength, reputation, service to policyholders and agents, product development (including interest rates credited and premium rates charged) and commissions. Changes in the competitive situation could have a material adverse effect on the Bank's business and result of operations.

#### ***Market and Actuarial Risk in the Non-life Insurance Business***

The board of directors of each of OP Corporate Bank Group's non-life insurance companies confirms the annual risk management plan setting out the relevant company's targets for its risk-bearing capacity and limiting the assumption of risk. In non-life insurance business segment, investment operations are based on investment plans and investment authorisations, confirmed annually by the board of directors of each non-life insurance company at OP Corporate Bank Group, which specify the basic allocation and range of investments by asset class, the organisation of investment, risk limits as well as decision-making powers and authority. The investment plan contains the target for interest risk hedging of non-life liabilities utilising both assets and derivative contracts as hedges.

Non-life insurance business increases the income volatility of the OP Corporate Bank Group due to the randomness of the damage claims of non-life insurance business. The market risks of the investments of the insurance companies reflect mainly to the fair value reserves in own funds.

#### ***Risks Pertaining to the Selection and Pricing of Non-life Insurance Risks***

OP Corporate Bank Group's non-life insurance business segment's products offered to customers include, for example, private and corporate customers' property insurance, motor vehicle insurance, motor third-party liability insurance, mandatory workers compensation insurance, travel insurances, liability and accident and health insurances to both private and corporate customers. Selecting and pricing any particular type of non-life insurance is largely based on the historical claims statistics for each type of non-life insurance product. Therefore, there cannot be full certainty of the non-life insurance products' correct pricing at the moment of sale as compared to their subsequent actual claims development.

OP Corporate Bank Group's non-life insurance business segment seeks to limit concentration risk of its non-life insurance policies by both insurance type specific and risk concentration specific limitations. Non-life insurance business segment also aims at limiting risks by focusing on including appropriate terms and conditions in its non-life insurance policy contracts. The most significant pricing risks are related to the adequacy of the risk premiums included in the pricing models of non-life insurance business segment's insurance products. It is also of great importance how effectively profitability and reported claims are



monitored. Furthermore, pricing risks are connected to how well profitability and reported claims can be taken into account in the pricing of non-life insurance policies and the selection and pricing of underwriting risks. Nonetheless, there is no certainty that risks can be assessed correctly and that the insurance premiums would be sufficient to cover the payment of claims and operating expenses resulting from non-life insurance contracts. A failure in risk selection and pricing could cause substantial financial losses and have an adverse effect on the Bank's business, results of operations and financial condition.

#### ***The Adequacy of Non-life Insurance Liabilities***

The OP Corporate Bank Group attempts to define non-life insurance liabilities in a safeguarding manner so that they are likely to be sufficient to cover projected future payments arising from claims related to sold non-life insurance policies. Cash paid out in the Bank's underwriting operations primarily relate to the payment of claims and the cost from processing these claims. Projecting non-life insurance liabilities always involves several elements of uncertainty around the incidental nature of claims development, the delay in uncovering damage or loss, cost-induced inflation or legislative amendments and the general economic development. The uncertainty related to the adequacy of the non-life insurance liabilities is greater in relation to new types of non-life insurance products, for which extensive statistics on damages paid do not yet exist, and to non-life insurance products in connection to which either uncovering of damage is slow or terms of insurance are long.

Should the insurance liabilities prove to be inadequate so that the insurance liabilities would have to be increased, this would have an adverse effect on the profitability of the non-life insurance operations, which in turn could have an adverse effect on the Bank's business, results of operations and financial condition.

#### ***Non-diversifiable Insurance Risks***

OP Corporate Bank Group's non-life insurance business segment's insurance portfolio comprises a very large number of non-life insurance policies covering damage or loss, due to which also a large number of claims is expected to be reported. According to the law of large numbers in probability theory, the numerical relative variation in the occurrence of certain events decreases when the number of said events increases. This theory is related to diversifiable insurance risks; provided that the damages or losses taking place are completely independent of each other, the numerical relative variation of the damages claims will in general decrease when the number of insurance risks in the insurance portfolio increases.

The insurance risks are, however, typically not fully independent of each other, meaning that the insurance portfolio always involves an element of non-diversifiable residual risk. The non-diversifiable risks usually involve changes taking place in the external operating environment and for example include changes in the economic environment or natural disasters, such as large-scale storms affecting the whole of Finland. Non-diversifiable risks can furthermore involve a yet unidentified, latent risk of damage, which pertains to a large number of insurance contracts. Non-diversifiable risks can be described as the biggest non-life insurance risks (underwriting risks) in monetary value for non-life insurance operations, yet having the lowest probability of occurrence. A materialisation of these risks would result in OP Corporate Bank Group's non-life insurance business segment incurring higher-than anticipated losses which would have a material adverse effect on the Bank's business, results of operations and financial condition.

#### ***Non-life Insurance Industry is Sensitive to Economic Fluctuations***

The non-life insurance industry, and particularly the non-life insurance market, is cyclical. Historically, operating results of non-life insurance companies have fluctuated significantly because of unstable and sometimes unpredictable developments, many of which are beyond the direct control of non-life insurance companies. These developments include, *inter alia*:

- price competition and price setting mechanisms;
- frequency of occurrence or severity of both natural and man-made catastrophic events;
- level of demand;
- general economic conditions; and
- changes in legislation, legal precedents and interpretations.

Possible effects of economic fluctuations may have a material adverse effect on the Bank's business, results of operations or financial condition.

### ***Catastrophic Events, Both Natural and Man-made, May Cause Major Losses***

A catastrophic event or multiple catastrophic events may cause major losses and may have a material adverse effect on the business, results of operations or financial condition of OP Corporate Bank Group's non-life insurance companies. Examples of possible natural catastrophic events include, *inter alia*, windstorms, hurricanes, floods, other severe conditions and fires. Catastrophic events are inherently unpredictable in terms of both their occurrence and severity.

OP Corporate Bank Group's non-life insurance companies are also exposed to man-made catastrophic events which may have a material adverse effect on their business, results of operations and financial condition. It is possible that both the frequency and severity of man-made catastrophic events will increase in the future.

Claims from natural or man-made catastrophic events may cause substantial periodic volatility in OP Corporate Bank Group's non-life insurance companies' financial results and adversely affect their business, results of operations or financial condition. The Bank's ability to expand its business could also be impacted. Increases in the value and geographic concentration of insured properties and the effects of inflation may increase the magnitude of claims from catastrophic events.

The extent of a non-life insurance company's losses from catastrophic occurrences is a function of the total insured amount of losses its clients incur, the number of its clients affected, and the frequency and severity of the events. In addition, depending on the nature of the loss, the speed with which claims are made and settled, and the terms of the policies affected, a non-life insurance company may be required to make large payments upon short notice. OP Corporate Bank Group's non-life insurance companies may be forced to fund these obligations by liquidating investments rapidly and in unfavourable market conditions, or by raising funds at unfavourable costs, both of which could adversely affect the results of operations and financial condition of the Bank.

One may seek protection against catastrophic losses through reinsurance, but risks may be related to the coverage, availability and price of reinsurance. These risks may adversely affect the results of operations and financial condition of the Bank.

Although it is possible to seek protection against catastrophic losses through internal practices and principles, reinsurance and the monitoring of risk accumulations, the measures taken in OP Corporate Bank Group's non-life insurance business segment may not necessarily prevent such occurrences from adversely affecting the Bank's business, results of operations or financial condition.

### ***Adequacy of Reinsurance Coverage***

OP Corporate Bank Group's non-life insurance business segment reinsures risks exceeding a certain limit, for which it cannot take or prefers not to take sole liability, in order to decrease risks or ensure profitability. The purpose of reinsurance is to reduce the chance variation of claims incurred and increase the efficiency of capital expenditure. Only companies with adequate credit ratings are approved as reinsurers. Moreover, maximum limits have been confirmed for the amounts of risk that can be ceded to any one reinsurer. The limit depends on the nature of the risk involved and on the company's solvency. Only companies with a sufficiently high insurance financial strength rating are accepted as reinsurers. The reinsurance of non-life insurance has been arranged on a centralised basis. Retention in risk specific reinsurance is a maximum of EUR 5 million and that in catastrophe reinsurance EUR 5 million. The capacity of catastrophe reinsurance covering loss accumulation stood at EUR 175 million in 2018. In addition, claims under the short-tail business have an annual aggregate protection with a capacity of EUR 15 million.

Nonetheless, there is no certainty that the need for reinsurance and its optimisation on the basis of statistical methods and models has been determined in an adequate manner. Nor is there any certainty that one or more reinsurers will be able to fulfil their undertakings in all circumstances. Inadequate reinsurance coverage may have adverse effects on the results and financial condition of the non-life insurance operations, which could, consequently, have an adverse effect on the Bank's business, results of operations and financial condition.

Turbulence in the global economy and financial markets may have an adverse impact on the reinsurance industry. This could cause financial and liquidity problems for the reinsurance companies included in OP

Corporate Bank Group's non-life insurance companies' reinsurance programme. In the case of a major claim a specific reinsurance company may not be able to fulfil its obligations, which in turn may have a material adverse effect on the Bank's business, results of operations and financial condition.

***Terrorist Attacks or National Security Threats May Have an Adverse Effect on OP Insurance Ltd***

Threats of terrorist attacks, national security threats, military initiatives and political unrest in, *inter alia*, Ukraine, Syria, Iraq, Afghanistan and the Middle East, have had and may continue to have a material adverse effect on general economic, market and political conditions, increasing many of the risks relating to the business of non-life insurance companies. The Bank cannot predict the effects of terrorist attacks, threats to national security, military initiatives and political unrest on its business, results of operations and financial condition.

**Risk Factors Involved with OP Financial Group's Other Business Areas**

**The factors described below are also relevant to the Bank as part of OP Financial Group.**

***Risk Relating to Reform of OP Financial Group Central Consolidated***

The OP Cooperative intends to consider potential structural changes to the OP Corporate Bank Group. See "*Risk Factors – Risks Relating to the Operations of OP Corporate Bank Group – Risks Relating to Planned Structural Changes in OP Corporate Bank Group*"

There is no assurance that the restructuring will be successfully implemented and this could have a materially adverse effect on OP Financial Group's business, results of operations and financial condition.

***Credit Risks Relating to Retail Banking***

Estimating the potential write-downs in OP Financial Group's retail loan portfolio is difficult and depends on many factors. Unemployment and the interest rate level are the most significant general economic factors which might adversely affect retail customers' ability to repay their loans. Furthermore, fluctuations in housing prices and general activity in the housing market could adversely affect both customers' debt servicing ability as well as the realisation value of collaterals. Therefore, this could have a negative impact on OP Financial Group's business, results of operations and financial condition.

***Risks Relating to the Outflow of Deposits***

Deposits comprise a major share of OP Financial Group's funding. Should the current financial situation or business disruption lead to a significant outflow of deposits OP Financial Group's funding structure would change substantially and the average cost of funding would increase. Furthermore, this would jeopardise the OP Financial Group's liquidity and it would be unable to meet its current and future cash flow and collateral needs, both expected and unexpected, without affecting its daily operations or overall financial position. Therefore, this could have a negative impact on OP Financial Group's business, results of operations and financial condition.

***Risks Relating to Interest Rate Income***

Income generation in retail banking is significantly affected by changes in the interest rate level. Interest rate risk arises when interest rate fixing periods or interest rate bases for assets and liabilities are mismatched. Net interest income comprises a substantial part of OP Financial Group's total income. Changes in the interest rate level could adversely affect OP Financial Group's business, results of operations and financial condition. Therefore, this could have a negative impact on OP Financial Group's business, results of operations and financial condition.

***Risks Relating to the Outflow of Assets under Management***

Should the current financial situation lead to a significant outflow of assets under management by OP Asset Management or if the investments of OP Asset Management develop in an unsatisfactory manner, current customers could choose to decrease, withdraw or transfer their assets to another asset manager. A poor success in investment operations could thus decrease the amount of fees and commissions of OP Asset Management. Furthermore, if OP Asset Management could not continue to provide satisfactory asset management services, it might not be able to attract new customers or increase the amount of the current customers' assets under management. Therefore, should OP Asset Management not succeed in its

investment operations, this could have a negative impact on OP Financial Group's business, results of operations and financial condition.

### ***Market Risks Associated with Life Insurance Operations***

Investment operations play an important role in the life insurance business. A life insurance company invests in order to ensure customer profit, to obtain assets covering insurance liabilities, and to gain a profit on insurance premiums invested. Achieving long term return targets for investment requires controlled risk-taking. Should the market prices of investment instruments change adversely this could decrease the market values of investment portfolio and deteriorate profitability of investment operations. The investment plan contains the target for interest risk hedging of life insurance liabilities utilising both assets and derivative contracts as hedges.

### ***Underwriting Risk in Life Insurance Operations***

The greatest underwriting risks associated with Life Insurance have to do with mortality, life expectancy (that is, longevity), work disability, customer behaviour and operating expenses. These factors are crucial in determining underwriting risk, because insurance premiums and the amount of insurance liabilities are based on assumptions based on these factors. Changes in mortality, life expectancy, work disability, customer behaviour and operating expenses could adversely affect the profitability of life insurance operations. Moreover, this could deteriorate the profitability of the OP Financial Group.

### ***Strategic risk***

Strategic risks are managed by analysing the risks when drawing up the strategy and by continually monitoring and analysing changes in the operating environment and the realisation of the strategy. Strategic risk is reduced by regular planning, based on analyses and forecasts of customer needs, the development of different sectors and market areas, and the competition situation. The strategic policies are processed extensively within OP Financial Group before being confirmed. Although strategic risks are managed carefully it is still possible that strategic risk may have a materially adverse effect on OP Financial Group's business, results of operations and financial condition.

On 10 June 2016, OP Financial Group announced its new strategy. According to the new strategy, OP Financial Group will gradually implement changes to expand from providing plain financial services to become a diversified services company of the digital era with competitive financial services expertise. The strategy focuses on enhancing customer experience by digitising services and processes. Business diversification will begin by expanding the health and wellbeing business. OP Financial Group intends to make health and wellbeing services its fourth business line alongside banking, non-life insurance and wealth management. The reason behind the updated strategy is the digital transformation underway in the financial sector, which will continue to attract new market entrants. Digitisation provides an opportunity to improve customer experience, create new business and streamline the current processes. OP Financial Group will initiate a large scale development programme aimed at speeding up the digitisation of banking, non-life and wealth management services. Annual development expenditure will increase to EUR 300-400 million in the next few years, bringing the total for the next five years up to EUR 2 billion.

In December 2016, the Bank's Board of Directors confirmed new financial targets for OP Corporate Bank Group. Its financial targets are based on OP Financial Group's strategy and financial targets published in June 2016.

Development investments required for upgrading and streamlining the business will result in increased expenses and weakened profitability before the benefits from such investments are realised through more accurate financial indicators. If OP Financial Group (including the Bank) is unable to successfully execute its strategy, this will have a materially adverse effect on OP Financial Group's business, results of operations and financial condition. Also, OP Financial Group's strategy may not be competitive or may be insufficient to meet customer requirements in the future as competition increases and customer offerings develop in the markets internationally. If OP Financial Group cannot adapt its strategy to meet these requirements, this could have a materially adverse effect on OP Financial Group's and the Bank's business, results of operations and financial condition.

## **Risk Relating to the Instruments**

### ***Implementation of Basel III / CRD IV***

The rules applicable to the capital of financial institutions have been changed across the European Union in order to implement the Basel III measures issued by the Basel Committee on Banking Supervision. The European legislative package consists of a fourth capital requirements Directive and a new capital requirements Regulation, collectively known as "**CRD IV**". The CRD IV Regulation entered into force in Finland on 1 January 2014. The CRD IV Directive was implemented in Finland through the Credit Institutions Act, which came into force on 15 August 2014.

CRD IV introduced significant changes in the prudential regulatory regime applicable to banks including: increased minimum capital ratios; changes to the definition of capital and the calculation of risk weighted assets; and the introduction of new measures relating to leverage, liquidity and funding. CRD IV permits a transitional period for certain of the enhanced capital requirements and certain other measures, such as the CRD IV leverage ratio and net stable funding ratio, which are not expected to be finally implemented until 2020. Minimum capital requirements came into force from 1 January 2014 without transitional measures. According to a Finnish Act on Credit Institutions, capital conservation buffer has been applied from 1 January 2015, O-SII buffer has been applied from 1 January 2016 onwards and systemic risk buffer from 1 January 2018, all without transitional provisions.

CRD IV requirements adopted in Finland may change, whether as a result of further changes to CRD IV agreed by EU legislators, binding regulatory technical standards to be developed by the European Banking Authority (the "**EBA**") or changes to the way in which the ECB interprets and applies these requirements to banks (including as regards individual model approvals granted under CRD II and III). This may result in a need for further management actions to meet the changed requirements, such as: increasing capital, reducing leverage and risk weighted assets, modifying legal entity structure (including with regard to issuance and deployment of capital and funding for the OP Financial Group) and changing the OP Financial Group's business mix or exiting other businesses and/or undertaking other actions to strengthen the Bank's capital position.

On 23 November 2016, the European Commission announced a further package of reforms to CRD IV, the BRRD and the SRM Regulation (each of the BRRD and SRM Regulation as defined below) (the "**EU Banking Reforms**"), including measures to increase the resilience of EU institutions and enhance financial stability. On 25 May 2018, the Council agreed its stance on the EU Banking Reforms and asked the presidency to start negotiations with the European Parliament as soon as the European Parliament was ready to negotiate. The European Parliament confirmed its position on the EU Banking Reforms at the June 2018 plenary. The revised text of the EU Banking Reforms was endorsed by COREPER on 30 November 2018 and approved by ECOFIN Council on 4 December 2018. Work on remaining outstanding issues will continue both at technical and political level, in view of finalising negotiations on the banking package and of a formal approval by the European Parliament in plenary session beginning 2019. Until such time as the proposed reforms are formally approved by the European Parliament and Council, there can be no assurance as to whether, or when the reforms will be adopted and whether they will be adopted in the manner as currently proposed.

On 7 December 2017, Basel Committee on Banking Supervision published a framework to finalise Basel II reforms. Framework aims to enhance robustness and risk sensitivity of standardised approaches, constrain the use of IRB-approaches, finalise the leverage ratio and introduce a robust capital floor based on standardised approaches. Until such time as the proposed reforms are formally approved by the European Parliament and Council, there can be no assurance as to whether, or when the reforms will be adopted and whether they will be adopted in the manner as currently proposed. The timing for the final implementation of the reforms and their impact is unclear as at the date of this Base Prospectus.

### ***European resolution regime and loss absorption at the point of non-viability***

#### ***Recovery and Resolution Directive and Finnish implementation***

The Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") entered into force in July 2014, with an implementation deadline of 1 January 2015 (or 1 January 2016, for the bail-in tool). The BRRD (including the bail-in tool) was implemented in Finland with effect from 1 January 2015 by a new legislation package that was passed on 19 December 2014, including *inter alia*, the new Finnish Act on the Resolution of Credit Institutions and Investment Firms (*Laki luottolaitosten ja sijoituspalveluyritysten*

*kriisinratkaisusta*, 1194/2014), as amended (the "**Crisis Resolution Act**") and the new Finnish Act on the Financial Stability Authority (*Laki rahoitusvakausviranomaisesta*, 1195/2014), as amended.

The powers granted to the relevant resolution authority (being the Financial Stability Authority (*Rahoitusvakausvirasto*), the "**FIN-RA**") under the Crisis Resolution Act include, among others, a statutory "write-down and conversion power" with respect to capital instruments (which could include the Tier 2 Instruments) and a separate resolution tool, the "bail-in tool", which give the relevant resolution authority the power to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities (which could include the Instruments) of a failing financial institution and/or to convert certain debt claims (which could include the Instruments) into another security, including equity instruments of the surviving OP Financial Group entity, if any. The bail-in tool can be used to recapitalise an institution that is failing or likely to fail, allowing authorities to restructure it through the resolution process and restore its viability after reorganisation and restructuring. The write-down and conversion power of capital instruments can be used to ensure that tier 1 and tier 2 capital instruments fully absorb losses at the point of non-viability of an institution or its group and before any resolution action is taken.

In addition, the powers granted to the FIN-RA under the Crisis Resolution Act include the following resolution tools to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a "bridge bank" (a publicly controlled entity) and (iii) transfer the assets of the relevant financial institution to an asset management vehicle to allow them to be managed over time. The Crisis Resolution Act also grants powers to enable the FIN-RA to implement the resolution tools, including the power to replace or substitute the relevant financial institution as obligor in respect of debt instruments, the power to modify the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), and/or the power to discontinue the listing and admission to trading of financial instruments.

The BRRD also allows for an EEA member state, as a last resort, to be able to provide extraordinary public financial support through additional financial stabilisation tools (namely, the public equity support and temporary public ownership tools). Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

Any application of the "bail-in" power shall be in accordance with the hierarchy of claims in normal insolvency proceedings. Accordingly, the impact of such application on Holders will depend on their ranking in accordance with such hierarchy, including any priority given to other creditors such as depositors. As part of the EU Banking Reforms, the European Commission published on 23 November 2016, a proposal for a Directive of the European Parliament and the Council on amendments to the BRRD as regards the ranking of unsecured debt instruments on insolvency hierarchy (the "**MREL Proposal**"). The MREL Proposal was subsequently agreed (subject to certain changes) by the Council on 25 May 2018 and is expected to be adopted in 2019 or later.

The MREL Proposal resulted in the adoption of EU directive 2017/2399 on 12 December 2017 (the "**Amendment Directive**"). The Amendment Directive introduces a new layer in insolvency for ordinary, long-term, unsecured debt instruments issued by credit institutions and financial institutions within their consolidation perimeter that are established within the EU. In accordance with the provisions of the Amendment Directive, national changes in the Finnish legislation, including changes to the Crisis Resolution Act, entered into force on 15 November 2018. The implementation of the new legislation in Finland following the Amendment Directive introduced a new class of non-preferred senior debt that ranks in insolvency in priority to own funds instruments and subordinated liabilities that do not qualify as own funds instruments, but below other senior liabilities. In Finland, this takes place through changes to the Credit Institutions Act as well as to the Act on Investment Services (*Sijoituspalvelulaki*, 747/2012), as amended (the "**Investment Services Act**"). The Credit Institutions Act was expanded through the new Section 4 a of Chapter 1 regarding the order of payment of credit institutions' creditors, which provides exceptions to the Act on the Order of Payment of Creditors (*Laki velkojien maksunsaantijärjestyksestä*, 1992/1578), as amended (the "**Finnish Priority Act**") in the event of the bankruptcy of a credit institution. In other respects, the Finnish Priority Act is still applicable to these institutions. Other changes in the Finnish legislation included, *inter alia*, changes to the obligation to reduce the nominal value of the items to be included in the institution's own funds and to reduce and convert certain other balance sheet items (Chapter 6, Section 1 of the Crisis Resolution Act) as well as to the implementation of debt reduction and conversion (Chapter 8, Section 3 of the Crisis Resolution Act).

The resolution tools are intended to be used prior to the point at which any insolvency proceedings with respect to the relevant financial institution could have been initiated and only upon the FIN-RA being satisfied that the relevant conditions for resolution contained in the Crisis Resolution Act have been met. The Crisis Resolution Act contains safeguards for shareholders and creditors in respect of the application of the "bail-in tool" which aim to ensure that they do not incur greater losses than they would have incurred had the relevant financial institution been wound up under normal insolvency proceedings. To the extent any resulting treatment of Holders pursuant to the exercise of the "bail-in" power is less favourable than would have been the case under such hierarchy in normal insolvency proceedings, a Holder has a right to compensation under the Crisis Resolution Act based on an independent valuation of an institution (which is referred to as the "no creditor worse off" principle under the BRRD). Any such compensation is unlikely to compensate that Holder for the losses it has actually incurred and there is likely to be a considerable delay in the recovery of such compensation. Where a Holder would not have received any distribution in normal insolvency proceedings there will be no compensation at all.

The exercise of any resolution power or any suggestion of any such exercise could materially adversely affect the value of any Instruments and could lead to Holders losing some or all of the value of their investment in the Instruments. In particular, the exercise of the bail-in tool in respect of the Bank and the Instruments or any suggestion of any such exercise could materially adversely affect the rights of the Holders, the price or value of their investment in the Instruments and/or the ability of the Bank to satisfy its obligations under the Instruments and could lead to Holders losing some or all of the value of their investment in such Instruments. Further, the exercise of the write-down and conversion power in respect of the Tier 2 Instruments or any suggestion of any such exercise could materially adversely affect the rights of the Holders of Tier 2 Instruments, the price or value of their investment in the Tier 2 Instruments and/or the ability of the Bank to satisfy its obligations under the Tier 2 Instruments and could lead to Holders of Tier 2 Instruments losing some or all of the value of their investment in such Tier 2 Instruments.

#### *Single Resolution Mechanism*

The BRRD is complemented by the directly binding regulation (EU) No 806/2014 (the "**SRM Regulation**") establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the "**SRF**") and amending Regulation (EU) No 1093/2010 (the "**SRM**"), which has applied in full since 1 January 2016.

The SRM applies to entities covered by the Single Supervisory Mechanism. According to the selection criteria of the ECB, the OP Financial Group, including the Bank, are currently subject to the SRM as a primary recovery and resolution code instead of the Finnish implementation measures relating to the BRRD.

The SRM establishes a single European resolution board (the "**SRB**") having resolution powers over the institutions that are subject to the SRM, thus replacing or exceeding the powers of the national authorities. The SRB will draw up and adopt a resolution plan for the entities subject to its powers, including OP Financial Group. This means that the SRB serves as the national authority for credit institutions under direct surveillance of the ECB under the BRRD. It will also determine, after consultation with competent authorities, a minimum requirement for own funds and eligible liabilities subject to write-down and conversion powers which OP Financial Group will be required to meet at all times (see "*Minimum requirement for own funds and eligible liabilities ("MREL")*" below). The SRB will also use the powers of early intervention as set forth in the SRM, including the power to require an institution to contact potential purchasers in order to prepare for resolution of institution.

The SRB has the authority to exercise the specific resolution powers pursuant to the SRM similar to those of the national authorities under the BRRD. The resolution tools available for the SRB include the sale of business tool, the bridge institution tool, the asset separation tool and the bail-in tool. In addition, the SRB may exercise the 'write-down and conversion power' in respect of capital instruments. Therefore, the description of the resolution tools, powers and related risks for Holders under "*Recovery and Resolution Directive and Finnish implementation*" should be read *mutatis mutandis* in respect of the tools and powers available to the SRB under the SRM and the related risks for Holders.

#### *Minimum requirement for own funds and eligible liabilities ("MREL")*

The BRRD (and consequently the Crisis Resolution Act) and the SRM Regulation introduced the requirement for firms to meet the minimum requirement for own funds and eligible liabilities ("**MREL**") designed to ensure sufficient loss absorbing capacity to enable the continuity of critical functions without

recourse to public funds. All institutions must meet an individual MREL requirement calculated as a percentage of total liabilities and own funds and set by the relevant resolution authorities from 1 January 2016. On 23 May 2016, the European Commission adopted regulatory technical standards, on criteria to be considered by resolution authorities when setting MREL on a firm-by-firm basis. These allow resolution authorities to determine an appropriate transitional period (which should be no longer than four years) to allow institutions a reasonable time period to reach the applicable MREL requirements. On 16 January 2019, the SRB published the second part of its 2018 policy on MREL. The SRB plans to progressively move forward with the aim to set binding MREL targets for all banking groups within its remit by year 2020. The SRB will review its MREL policy in 2019 on the basis of the final legislative outcomes of the EU Banking Reforms.

On 7 May 2018, the FIN-RA set for the first time the MREL requirement for OP Financial Group, based on the Crisis Resolution Act. MREL is around EUR 12.2 billion, or 27.6 per cent. of the risk-weighted assets (RWA) at the end of 2016, and it took effect immediately. OP Financial Group fulfils the requirement set by the authority; according to an estimate prepared by the Issuer, OP Financial Group's MREL ratio was 35 per cent. at the start of 2017. In the same context, the EU's SRB, which is OP Financial Group's resolution authority, has confirmed a resolution strategy for OP Financial Group whereby the resolution measures would apply to OP Corporate Bank acting as a Single Point of Entry.

Items eligible for inclusion in MREL will include an institution's own funds (within the meaning of CRD IV), along with "eligible liabilities," meaning liabilities which, among other things, are issued and fully paid up, have a maturity of at least one year (or do not give the investor a right to repayment within one year), and do not arise from derivatives. Although the scope of liabilities which will qualify as "derivatives" for these purposes is not finally determined, the latest Commission proposals suggest that many structured instruments may not be eligible liabilities for the purposes of MREL. The MREL requirement may also have to be met partially through the issuance of contractual bail-in instruments that are effectively subordinated to other unsubordinated eligible liabilities in a bail-in or insolvency of the relevant institution.

As it is difficult to predict the effect MREL requirements may have on OP Financial Group until MREL has been fully implemented, there is a risk that the requirements of MREL could require OP Financial Group to issue additional eligible liabilities for the purposes of MREL in order to meet the new requirements within the required timeframes and to hold additional funds and/or eligible liabilities in order to satisfy the MREL requirements set for OP Financial Group. Such actions may increase its compliance costs, delay, limit or restrict the execution of OP Financial Group's strategy and may have an adverse effect on OP Financial Group's capital structure as well as on its business, financial condition and results of operations. MREL requirements are expected to have an impact across the market including a potentially adverse effect on the credit rating of the securities issued by OP Financial Group (including the Instruments issued by the Bank) and its competitors, and there is a risk that the relative impact may give rise to a reduction in the competitiveness of OP Financial Group. If OP Financial Group were to experience difficulties in raising MREL eligible liabilities, it may have to reduce its lending or investments in other operations.

#### *Depositor Preference*

As part of the reforms required by the BRRD, amendments have been made to relevant legislation in Finland (including the new Finnish Act on the Financial Stability Authority (*Laki rahoitusvakausviranomaisesta*, 1195/2014)) to establish a preference in the insolvency hierarchy for certain deposits that are eligible for protection by the Finnish deposit guarantee scheme and the uninsured element of such deposits and, in certain circumstances, deposits made in non-EEA branches of EEA credit institutions). In addition, the Finnish implementation of the EU Deposit Guarantee Scheme Directive (Directive 2014/49/EU) increased, from July 2015, the nature and quantum of insured deposits to cover a wide range of deposits, including corporate deposits (unless the depositor is a public sector body or financial institution) and some temporary high value deposits. All such preferred deposits will rank in the insolvency hierarchy ahead of all other unsecured senior creditors of the Bank, including the holders of the Instruments. Furthermore, insured deposits are excluded from the scope of the bail-in tool. As a result, if the bail-in tool were exercised by the FIN-RA or the SRB, the Instruments would be more likely to be bailed-in than certain other unsubordinated liabilities of the Bank such as other preferred deposits. Further changes to the Finnish legislation have been made following the implementation of the Amendment Directive. From 15 November 2018 onwards, the Credit Institutions Act has included a new Section 4 a under Chapter 1, which further clarifies the order of payment of credit institutions' creditors of various different deposits.



***There may not be an active trading market for the Instruments***

The Instruments are new securities which may not be widely distributed and for which there may not be an active trading market. If the Instruments are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Bank. Although applications may be made for the Instruments to be admitted to the Official List and traded on the Regulated Market, there is no assurance that such applications will be accepted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for the Instruments.

***The Instruments may be redeemed prior to maturity***

In the event that the Bank would be obliged to increase the amounts payable in respect of any Instruments due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Finland or any political subdivision thereof or any authority therein or thereof having power to tax and such obligation cannot be avoided by the Bank taking reasonable measures available to it, the Bank may redeem all such outstanding Instruments in accordance with the Conditions.

Subject to compliance with certain regulatory conditions and approval of the Competent Authority or the Resolution Authority, as applicable, the Bank may be entitled to redeem in whole (but not in part) Senior Non-Preferred Instruments or Tier 2 Instruments if a Capital Event occurs in respect of Tier 2 Instruments or an MREL Disqualification Event occurs in respect of Senior Non-Preferred Instruments, which may include a situation where the Senior Non-Preferred Instruments will cease to count towards the Bank's and/or the OP Financial Group's eligible liabilities and/or loss absorbing capacity (in each case for the purposes of, and in accordance with, the relevant Applicable Banking Regulations).

In respect of Tier 2 Instruments, the regulatory conditions include the requirement under CRD IV that, if such Instruments are to be redeemed during the first five years after their issuance, the Bank must demonstrate to the satisfaction of the Competent Authority that the event triggering such redemption was not reasonably foreseeable at the time of the issue of the Instruments and, in the case of an early redemption relating to the tax treatment of the Instruments, that the adverse treatment is material and, in the case of an early redemption relating to a Capital Event, that such change is sufficiently certain. These foreseeability and materiality conditions to redemption contained in CRD IV only apply to a redemption of Tier 2 Instruments occurring in the first five years after the issue date and, therefore, an issuer of regulatory capital securities, such as the Tier 2 Instruments, could opt to redeem such Instruments for tax or regulatory reasons after the fifth anniversary of issue, including based upon an event that occurred within the first five years of issue. There can therefore be no assurances that Tier 2 Instruments will not be called for tax or regulatory reasons prior to any specified optional call date.

In addition, if in the case of any particular Series of Instruments the relevant Final Terms specify that the Instruments are redeemable at the Bank's option in certain other circumstances (in the case of Senior Non-Preferred Instruments or Tier 2 Instruments, subject to compliance with certain regulatory conditions and approval of the Competent Authority or the Resolution Authority, as applicable), the Bank may choose to redeem the Instruments at a time when prevailing interest rates may be relatively low. In addition, an optional redemption feature is likely to limit the market value of Instruments. During any period when the Bank may, or is perceived to be able to, elect to redeem Instruments, the market value of such Instruments generally will not rise substantially above and may in fact decrease below the price at which they can be redeemed. This may also be true prior to any redemption period.

In the case of any redemption, an investor may not be able to reinvest the redemption proceeds in a comparable security with a rate of return that is as high as that of the relevant Instruments.

***There may be no rights of set-off or counterclaim***

Holders of Tier 2 Instruments, Senior Non-Preferred Instruments and (if applicable, as set out in the relevant Final Terms) Unsubordinated Instruments shall not be entitled to exercise any right of set-off or counterclaim against moneys owed by the Bank in respect of such Instruments. Therefore, Holders of such Instruments will not be entitled (subject to applicable law) to set off the Bank's obligations under such Instruments against obligations owed by them to the Bank.

### ***The Bank may be subject to statutory resolution***

The powers set out in the BRRD (as implemented into national law) and the SRM Regulation will impact how European credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. There remains uncertainty regarding how the applicable resolution legislation will affect the Bank, the OP Financial Group and the Instruments. The Instruments may, amongst other resolution powers, be subject to the bail-in powers and could be written down or converted into equity as part of a resolution process or at the point of non-viability. The exercise of any power under the BRRD (as implemented in the national laws of the Republic of Finland) or the SRM Regulation or any suggestion of, or perception of there being an increased likelihood of, such exercise could materially adversely affect the rights of Holders, the price or value of the Instruments and/or the ability of the Bank to satisfy its obligations under the Instruments. Prospective investors in the Instruments should consult their own advisers as to the possible consequences of the BRRD (as implemented in the Republic of Finland) and the SRM Regulation (see "*European resolution regime and loss absorption at the point of non-viability*" above).

### ***Under the terms of the Instruments, investors will agree to be bound by and consent to the exercise of any Finnish bail-in power by the FIN-RA***

The Instruments may be subject to the exercise, in the future, of a bail-in power by the FIN-RA, and the Instruments include a contractual consent to the application of a Finnish bail-in power and, consequently, investors may lose part or all of their investment in the Instruments. See Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*) in the "*Terms and Conditions of the Instruments*".

By acquiring Instruments, each Holder and each beneficial owner acknowledges, accepts, consents and agrees to be bound by (a) the effect of the exercise of any Finnish bail-in power by the FIN-RA that may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount of, or any interest on, the Instruments or any other outstanding amounts due under, or in respect of, the Instruments; (ii) the conversion of all, or a portion, of the principal amount of, or any interest on, the Instruments or any other outstanding amounts due under, or in respect of, the Instruments into shares, other securities or other obligations of the Bank or another person (and the issue to or conferral on the Holder of Instruments of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Instruments; (iii) the cancellation of the Instruments; (iv) the amendment or alteration of the maturity of the Instruments or amendment of the amount of interest payable on the Instruments, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and (b) the variation of the terms of the Instruments, if necessary, to give effect to the exercise of any Finnish bail-in power by the FIN-RA. The exercise of any such powers or any suggestion of, or perception of there being an increased likelihood of, such exercise could materially adversely affect the rights of Holders, the price or value of the Instruments and/or the ability of the Bank to satisfy its obligations under the Instruments. See Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*) in the "*Terms and Conditions of the Instruments*".

### ***Investors will have to rely on the procedures of Euroclear and Clearstream, Luxembourg***

The Instruments will be represented by the Global Instruments except in certain limited circumstances described in the Permanent Global Instrument. The Global Instruments will be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Except in certain limited circumstances described in the Permanent Global Instrument, investors will not be entitled to receive definitive Instruments. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Instruments. While the Instruments are represented by the Global Instruments, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

The Bank will discharge its payment obligations under the Instruments by making payments to the common depository for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Instrument must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Instruments. The Bank has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Instruments.

Holders of beneficial interests in the Global Instruments will not have a direct right to vote in respect of the Instruments. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Instruments will not have a direct right under the Global Instruments to take enforcement action against the Bank in the event of a default under the Instruments but will have to rely upon their rights under the Deed of Covenant.

### ***Modification and Waiver***

The conditions of the Instruments contain provisions for calling meetings of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including such Holders who did not attend and vote at the relevant meeting and the Holders who voted in a manner contrary to the majority.

No consent or approval of Holders of Instruments is required for a variation or amendment of the "*Terms and Conditions of the Instruments*" applicable to such Instruments in order to effect Benchmark Amendments. See Condition 5G (*Benchmark Discontinuation*).

### ***Change of Law***

The conditions of the Instruments are based on the laws of England (and, in the case of the subordination provisions to which Condition 3B applies, the laws of Finland) in effect as at the date of issue of the relevant Instruments. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England, or, in the case of the subordination provisions to which Condition 3B applies, the laws of Finland or administrative practice after the date of this Base Prospectus.

Furthermore, the Bank operates in a heavily regulated environment and has to comply with extensive regulations in the Republic of Finland and elsewhere. No assurance can be given as to the impact of any possible judicial decision or change to laws or administrative practices of Finland or any other jurisdiction in which the Bank operates after the date of this Base Prospectus.

### ***Denominations***

In relation to any issue of Instruments which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Instruments may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum Specified Denomination (or its equivalent). In such a case a Holder of Instruments who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a Definitive Instrument in respect of such holding (should Definitive Instruments be printed) and may need to purchase a principal amount of Instruments such that its holding amounts to the minimum Specified Denomination.

If Definitive Instruments are issued, Holders of Instruments should be aware that Definitive Instruments which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

### **Additional Risks Relating to the Tier 2 Instruments and Senior Non-Preferred Instruments**

#### ***Under certain circumstances, the Bank's ability to redeem or repurchase the Instruments may be limited***

The rules under CRD IV and the EU Banking Reforms (as updated) prescribe certain conditions for the granting of permission by the Competent Authority or the Resolution Authority (as applicable) to a request by the Bank to redeem or repurchase the Senior Non-Preferred Instruments or Tier 2 Instruments. The Bank may redeem or repurchase the Instruments only if such redemption or repurchase is in accordance with the Applicable Banking Regulations and it has been granted the approval of or permission from (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (in each such case, to the extent such approval is then required under the Applicable Banking Regulations) and, in the case of Tier 2 Instruments only:

- (i) on or before such redemption or repurchase of the Instruments, the Bank replaces the Instruments with capital instruments of an equal or higher quality on terms that are sustainable for its income capacity; or
- (ii) the Bank has demonstrated to the satisfaction of the Competent Authority that its Tier 2 Capital would, following such redemption or repurchase, exceed the capital ratios required under CRD IV by a margin that the Competent Authority may consider necessary on the basis set out in CRD IV for it to determine the appropriate level of capital of an institution.

In addition, the rules under CRD IV provide that the Competent Authority may only permit the Bank to redeem the Tier 2 Instruments before five years after the Issue Date of the last Tranche of any Series of such Instruments if:

- (a) the conditions listed in paragraphs (i) or (ii) above are met; and
- (b) in the case of redemption due to the occurrence of a Capital Event, (1) the Competent Authority considers such change to be sufficiently certain and (2) the Bank demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the time of the issuance of the Instruments; or
- (c) in the case of redemption for taxation reasons pursuant to Condition 6.02 (*Redemption and Purchase - Early Redemption for Taxation Reasons*), the Bank demonstrates to the satisfaction of the Competent Authority that the change in tax treatment is material and was not reasonably foreseeable at the time of issuance of the Instruments.

The rules under CRD IV or the EU Banking Reforms (as updated) may be modified from time to time after the Issue Date of the Instruments.

***Some Instruments are subordinated to most of the Bank's liabilities***

If, in the case of any particular Tranche of Instruments, the relevant Final Terms specify that the Instruments are subordinated or senior non-preferred obligations of the Bank and the Bank is declared insolvent and a winding-up is initiated, it will be required to pay the Holders of senior debt and meet its obligations to all its other creditors (including unsecured creditors but excluding any obligations in respect of more subordinated debt) in full before it can make any payments on the relevant Senior Non-Preferred Instruments or Tier 2 Instruments. If this occurs, the Bank may not have enough assets remaining after these payments to pay amounts due under the relevant Senior Non-Preferred Instruments or Tier 2 Instruments.

The amendments to the Credit Institutions Act following the implementation of the Amendment Directive entered into force on 15 November 2018. The Credit Institutions Act was expanded through the new Section 4 a of Chapter 1 which provided an order of priority of claims applicable in the bankruptcy of a financial institution deviating from the Finnish Priority Act. The changes affect debt issued after the amendments entered into force after which the Senior Non-Preferred Instruments will rank in priority to claims under any Additional Tier 1 Capital and Tier 2 Capital of the Bank but junior to claims set forth in Section 2 of the Finnish Priority Act.

***The Bank is not prohibited from issuing further debt, which may rank pari passu with or senior to the Senior Non-Preferred Instruments or Tier 2 Instruments***

There is no restriction on the amount of debt that the Bank may issue that ranks senior to the Senior Non-Preferred Instruments or Tier 2 Instruments or on the amount of securities that it may issue that rank *pari passu* with the Senior Non-Preferred Instruments or Tier 2 Instruments. The issue of any such debt or securities may reduce the amount recoverable by Holders in the event of voluntary or involuntary liquidation or bankruptcy of the Bank.

***Remedies in case of default on Tier 2 Instruments and Senior Non-Preferred Instruments are severely limited***

The Tier 2 Instruments and Senior Non-Preferred Instruments will contain limited enforcement events relating to (a) non-payment by the Bank of any amounts due under the Senior Non-Preferred Instruments or Tier 2 Instruments (as applicable) and (b) the winding-up, insolvency or bankruptcy of the Bank, whether in the Republic of Finland or elsewhere.

In such circumstances, as described in more detail in Condition 7B (*Events of Default – Senior Non-Preferred Instruments or Tier 2 Instruments*) of the Conditions, a Holder may declare its Senior Non-Preferred Instruments or Tier 2 Instruments (as applicable) to be due and payable at their principal amount, and prove or claim in the winding-up, insolvency or bankruptcy of the Bank.

However, in each case, the Holder of such Senior Non-Preferred Instrument or Tier 2 Instrument, as applicable, may claim payment in respect of such Tier 2 Instrument or Senior Non-Preferred Instrument only in the winding-up, insolvency or bankruptcy of the Bank.

Under Finnish law a creditor may not institute proceedings for the liquidation (*selvitystila*) of the debtor, except under the following limited circumstances: (i) the debtor has no registered board of directors; (ii) the debtor has no representative within the meaning of the Act on the Right to Carry on Trade (*Laki elinkeinon harjoittamisen oikeudesta*, 122/1919); (iii) despite the request of the register authority, the debtor has not filed its annual accounts for registration within one year from the end of the financial year; or (iv) the debtor has been declared bankrupt and the bankruptcy has expired due to the lack of funds.

***In certain instances the Bank could substitute or vary the terms of the Tier 2 Instruments***

In certain circumstances, if a Capital Event (as defined in Condition 6.08) has occurred and is continuing, the Bank may, without the consent of the Holders, but subject to the approval of the ECB (if then required), substitute the Tier 2 Instruments or vary the terms of the Tier 2 Instruments in order to ensure such substituted or varied Tier 2 Instruments continue to qualify as Tier 2 capital in accordance with the requirements of the Applicable Banking Regulations (as defined in Condition 3B.01). The terms and conditions of such substituted or varied Tier 2 Instruments may have terms and conditions that contain one or more provisions that are substantially different from the terms and conditions of the original Tier 2 Instruments, provided that the Tier 2 Instruments remain Compliant Instruments (as defined in Condition 9). While the Bank cannot make changes to the terms of the Tier 2 Instruments that, in its reasonable opinion, are materially less favourable to a Holder of such Instruments, no assurance can be given as to whether any of these changes will negatively affect any particular Holder. In addition, the tax and stamp duty consequences of holding such varied Instruments could be different for some categories of Holders from the tax and stamp duty consequences for them of holding the Instruments prior to such substitution or variation.

***The Bank could, in certain circumstances, substitute or vary the terms of Senior Non-Preferred Instruments***

To the extent that any Series of Senior Non-Preferred Instruments contains provisions relating to the substitution or variation of such Instruments, in certain circumstances (such as if a Capital Event or an MREL Disqualification Event has occurred and is continuing, or in order to ensure the effectiveness of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)), the Bank may, in accordance with Applicable Banking Regulations and without the consent or approval of the Holders, substitute or vary the terms of such Instruments (including changing the governing law of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)) to ensure that they continue to qualify as, in the case of Senior Non-Preferred Instruments, eligible liabilities in accordance with the Conditions, or in order to ensure the effectiveness of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*).

The Bank cannot make changes to the terms of such Instruments that, in its reasonable opinion, are materially less favourable to a Holder of such Senior Non-Preferred Instruments, with the exception that the governing law of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*) may be changed in order to ensure the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*).

There can be no assurance as to whether any of these changes will negatively affect any particular Holder. In addition, the tax and stamp duty consequences of holding such varied Instruments could be different for some categories of Holders from the tax and stamp duty consequences for them of holding the Instruments prior to such substitution or variation.

***The Bank's gross-up obligation under the Senior Non-Preferred Instrument and the Tier 2 Instruments is limited***

The Bank's obligation to pay additional amounts in respect of any withholding or deduction in respect of taxes under the terms of (i) any Series of Senior Non-Preferred Instruments and (ii) any Series of Tier 2 Instruments applies only to payments of interest due and paid under such Instruments and not to payments of principal (which term, for these purposes, includes any premium, final redemption amount, early redemption amount, optional redemption amount and any other amount (other than interest) which may from time to time be payable in respect of such Instruments).

As such, the Bank would not be required to pay any additional amounts under the terms of any Series of Senior Non-Preferred Instruments or any Series of Tier 2 Instruments to the extent any withholding or deduction applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under any Series of Senior Non-Preferred Instruments or any such Series of Tier 2 Instruments, holders of such Instruments would, upon repayment or redemption of such

Instruments, be entitled to receive only the net amount of such redemption or repayment proceeds after deduction of the amount required to be withheld. Therefore, holders may receive less than the full amount due under such Instruments, and the market value of such Instruments may be adversely affected as a result.

***The qualification of the Senior Non-Preferred Instruments as "eligible liabilities" is subject to uncertainty***

The Senior Non-Preferred Instruments are intended to be "eligible liabilities" (or any equivalent or successor term) ("**MREL Eligible Liabilities**") which are available to count towards the Bank's and/or the OP Financial Group's eligible liabilities and/or loss absorbing capacity. However, there is uncertainty regarding the final substance of the applicable MREL regulations and how those regulations, once enacted, are to be interpreted and applied and the Bank cannot provide any assurance that such Instruments will be (or thereafter remain) MREL Eligible Liabilities. (See "*The Instruments may be redeemed prior to maturity*" above).

**Risks Related to the Market Generally**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk and interest rate risk:

***The secondary market generally***

Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

***An active secondary market in respect of the Instruments may never be established or may be illiquid, which would adversely affect the value at which an investor could sell its Instruments***

Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market or at prices higher than the relevant investor's initial investment. Therefore, in establishing their investment strategy, investors should ensure that the term of the Instruments is in line with their future liquidity requirements. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Instruments generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Instruments.

The Issuer may, but is not obliged to, list an issue of Instruments on a stock exchange. If Non-PD Instruments are not listed or traded on any exchange, pricing information for the relevant Non-PD Instruments may be more difficult to obtain and the liquidity of such Non-PD Instruments may be adversely affected.

***The reset of the rate of interest for Resettable Instruments may affect the secondary market for and market value of such Instruments***

In the case of any Series of Resettable Instruments, the rate of interest on such Resettable Instruments will be reset by reference to the then prevailing Mid-Swap Rate, as adjusted for any applicable margin, on the reset dates specified in the applicable Final Terms. This is more particularly described in Condition 5F.01 (*Interest – Resettable Instruments*). The reset of the rate of interest in accordance with such provisions may affect the secondary market for and the market value of such Resettable Instruments. Following any such reset of the rate of interest applicable to the Instruments, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest on the relevant Resettable Instruments may be lower than the Initial Rate of Interest, the First Reset Rate of Interest and/or any previous Subsequent Reset Rate of Interest.

***Exchange Rate Risks and Exchange Controls***

The Bank will pay principal and interest on the Instruments in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a

currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may change significantly (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Instruments, (ii) the Investor's Currency-equivalent value of the principal payable on the Instruments and (iii) the Investor's Currency-equivalent market value of the Instruments.

Government and monetary authorities may impose exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

#### ***Fixed Rate Instruments are Subject to Interest Rate Risks***

Investment in Fixed Rate Instruments involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Instruments.

#### ***Credit Ratings May Not Reflect All Risks***

One or more independent credit rating agencies may assign credit ratings to the Instruments. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors which may affect the value of the Instruments. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

#### ***Benchmarks Regulation***

LIBOR, EURIBOR and other reference rates which are deemed to be "benchmarks" are the subject of recent international, national and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently from the past or disappear entirely, or have other consequences that cannot be predicted. Certain risks relating to such benchmarks are described below.

The Benchmarks Regulation could have a material impact on: (i) any Floating Rate Instrument which specifies Screen Rate Determination in the applicable Final Terms as the manner in which the Rate of Interest is to be determined or (ii) any Resettable Instrument, in each case where the applicable Original Reference Rate is deemed to be a benchmark, particularly if the methodology or other terms of such benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmark. More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Such factors may have the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to such benchmark; (ii) trigger changes in the rules or methodologies used in the benchmarks or (iii) lead to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on any Floating Rate Instruments or Resettable Instruments linked to a benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms and investigations in making any investment decision with respect to any Floating Rate Instruments or Resettable Instruments linked to a benchmark.

#### ***Discontinuation of LIBOR***

Furthermore, LIBOR is the subject of ongoing regulatory reforms. Following the implementation of any of these reforms, the manner of administration of LIBOR may change, with the result that it may perform differently than in the past or be eliminated entirely, or there could be other consequences that cannot be predicted. For example, on 27 July 2017, the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement

indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. At this time, it is not possible to predict the effect of any establishment of alternative reference rates or any other reforms to LIBOR that may be enacted in the United Kingdom or elsewhere. Uncertainty as to the nature of such alternative reference rates or other reforms may adversely affect the trading market for LIBOR-linked securities. The potential elimination of benchmarks, such as LIBOR, the establishment of alternative reference rates or changes in the manner of administration of a benchmark could also require adjustments to the terms of benchmark-linked securities and may result in other consequences, such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on those securities if the relevant benchmark was available in its current form.

The Programme provides for the issuance of Instruments with a floating rate of interest determined on the basis of Benchmarks including LIBOR and EURIBOR. Some provisions of Condition 5C (*Interest - Swap-Related (ISDA)*) and 5F (*Interest – Resetable Instruments*) are also calculated by reference to Benchmarks.

Any of the above changes or any other consequential changes to benchmarks as a result of EU, United Kingdom, or any other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes, could have a material adverse effect on the trading market for, liquidity of, value of and return on any such affected Floating Rate Instruments or Resetable Instruments.

### ***Benchmark Discontinuation***

In respect to Floating Rate Instruments or Resetable Instruments, if LIBOR or EURIBOR is discontinued or is otherwise unavailable, then the rate of interest (in relation to which Screen Rate Determination or Relevant Screen Page is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined) will be determined for a period by the fall-back provisions provided for under Condition 5B (*Interest – Floating Rate*) or Condition 5F (*Interest – Resetable Instruments*) (as applicable).

In the event that a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Bank shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Bank determining a Successor Rate, failing which an Alternative Rate. If any such Successor Rate or Alternative Rate is determined in such manner and the Bank, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines that amendments to the Terms and Conditions of the Instruments and/or the Fiscal Agency Agreement are necessary to ensure the proper operation of such Successor Rate and/or Alternative Rate, then the Bank shall, subject to giving notice thereof, without any requirement for the consent or approval of Holders, vary the Terms and Conditions of the Instruments and/or the Fiscal Agency Agreement to give effect to such amendments with effect from the date specified in such notice.

If a Successor Rate or Alternative Rate is determined by the Bank, the Terms and Conditions of the Instruments also provide that an Adjustment Spread may be determined by the Bank to be applied to such Successor Rate or Alternative Rate, as the case may be. The aim of the Adjustment Spread is to reduce or eliminate, so far as is practicable, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of LIBOR or the relevant Original Reference Rate (as applicable) with the Successor Rate or the Alternative Rate. However, there is no guarantee that such an Adjustment Spread will be determined or applied, or that the application of an Adjustment Spread will either reduce or eliminate economic prejudice to Holders. If no Adjustment Spread is determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest.

Notwithstanding any provision of Condition 5G (*Benchmark Discontinuation*), no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Instruments be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Bank, the same could reasonably be expected to prejudice the qualification of the relevant Series of Tier 2 Instruments as Tier 2 capital or the relevant Series of Senior Non-Preferred Instruments as MREL Eligible Liabilities.

If an Independent Adviser is not appointed or a Successor Rate, Alternative Rate or any Benchmark Amendment is not determined pursuant to the Terms and Conditions of the Instruments, other fallback provisions under the Terms and Conditions of the Instruments may be required to be used, which may in certain circumstances result in the Rate of Interest for an Interest Period continuing to apply at the Rate of Interest applicable to the immediately preceding Interest Period, resulting in the relevant Floating Rate Instruments or Resetable Instruments becoming, in effect, fixed rate securities. Even if a Successor Rate



or Alternative Rate and associated Benchmark Amendments are determined pursuant to the Terms and Conditions of the Instruments, the overall Rate of Interest payable on the relevant Floating Rate Instruments or Resettable Instruments may be less than it would have been had no Benchmark Event occurred, for example, if the Successor Rate or Alternative Rate is (unlike LIBOR) a "risk free" rate.

***In respect of any Instruments issued with a specific use of proceeds, such as a Green Bond, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor***

The Final Terms relating to any specific Tranche of Instruments may provide that it will be the Bank's intention to apply the proceeds from an offer of those Instruments, whether directly or indirectly, for projects and activities that satisfy certain eligibility requirements that purport to promote climate-friendly and other environmental purposes ("**Green Assets**"). Prospective investors should have regard to the information in the relevant Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Instruments together with any other investigation such investor deems necessary. In particular, no assurance is or can be given to investors that the use of such proceeds for any Green Assets will satisfy, in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments is or are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses the subject of, or related to, the relevant Green Assets. Furthermore, it should be noted that there is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such clear definition or consensus will develop over time or that any prevailing market consensus will not significantly change following an investment decision. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Green Assets will meet or continue to meet on an ongoing basis any or all investor expectations regarding such "green", "sustainable" or other equivalently-labelled objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Assets.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Bank) which may be made available in connection with the issue of any Instruments and in particular with any Green Assets to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Bank or any other person to buy, sell or hold any such Instruments. Any such opinion or certification is only current as of the date that opinion or certification was initially issued and the criteria and/or considerations that informed the provider of such opinion or certification may change at any time. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Instruments. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Instruments are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Bank or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments is or are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses the subject of, or related to, any Green Assets. Furthermore, it should be noted that the criteria for any such listing or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Bank or any other person that any such listing or admission to trading will be obtained in respect of any such Instruments or, if obtained, that any such listing or admission to trading will be maintained during the life of the Instruments.

Payment of any principal or interest in respect of such Instruments will be made from the Bank's general funds and will not be directly linked to the performance of any Green Assets.

While it is the intention of the Bank to apply the proceeds of any Instruments so specified for Green Assets in, or substantially in, the manner described in the relevant Final Terms, there can be no assurance that the relevant Green Asset and the use of the proceeds of such Instruments will be, or will be capable of being, implemented in, or substantially in, such manner and/or in accordance with any timing schedule and that accordingly any proceeds of such Instruments will be totally or partially used for such Green Assets. Nor can there be any assurance that such Green Assets will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) originally expected or anticipated by the Bank. Any such event or failure by the Bank will not constitute an Event of Default under the Instruments.

Any such event or failure to apply the proceeds of any issue of Instruments for any Green Assets as aforesaid and/or withdrawal or amendment of any third party opinion or certification (whether or not solicited by the Bank), and/or the amendment of any criteria on which such opinion or certification was given, or any such third party opinion or certification stating that the Bank is not complying or fulfilling relevant criteria, in whole or in part, with respect to any matters for which such opinion or certification is opining or certifying and/or any such Instruments no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid, may have a material adverse effect on the value of such Instruments and also potentially the value of any other Instruments which are intended to finance Green Assets and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

## **FINAL TERMS, DRAWDOWN PROSPECTUSES AND PRICING SUPPLEMENTS**

In this section the expression "necessary information" means, in relation to any Tranche of Instruments, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Bank and of the rights attaching to the Instruments. In relation to the different types of Instruments which may be issued under the Programme the Bank has included in this Base Prospectus all of the necessary information except for information relating to the Instruments which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Instruments.

Any information relating to the Instruments which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Instruments will be contained either in the relevant Final Terms, in a Drawdown Prospectus or in the relevant Pricing Supplement. Such information will be contained in the relevant Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant series of Instruments, may be contained in a Drawdown Prospectus or a Pricing Supplement.

For a Tranche of Instruments which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Instruments which is the subject of Final Terms are the Conditions as completed to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Instruments which is the subject of a Drawdown Prospectus or a Pricing Supplement (as applicable) will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus or Pricing Supplement (as applicable). In the case of a Tranche of Instruments which is the subject of a Drawdown Prospectus or a Pricing Supplement (as applicable), each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus or Pricing Supplement (as applicable) unless the context requires otherwise.

## SUPPLEMENTS TO THIS BASE PROSPECTUS

The Bank will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Instruments, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Instruments.

If the terms of the Programme are modified or amended in a manner that would make this Base Prospectus, as supplemented, inaccurate or misleading, a new Base Prospectus or supplement will be prepared.

If, at any time following the publication of this Base Prospectus, the Bank shall be required to prepare a supplement to this Base Prospectus pursuant to Part 8, Paragraph 51 of the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland (S.I. No. 324 of 2005), as amended (the "**Irish Prospectus Regulations**"), the Bank shall prepare and make available an appropriate amendment or supplement to this Base Prospectus or a further prospectus which, in respect of any subsequent issue of Instruments to be listed on the Official List and admitted to trading on the Regulated Market, shall constitute a supplemental prospectus as required by Part 8, Paragraph 51 of the Irish Prospectus Regulations. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

## FORMS OF THE INSTRUMENTS

### **Bearer Instruments**

Each Tranche of bearer Instruments will initially be in the form of either a temporary global Instrument (the "**Temporary Global Instrument**"), without interest coupons, or a permanent global Instrument (the "**Permanent Global Instrument**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Instrument or, as the case may be, Permanent Global Instrument (each a "**Global Instrument**") which is not intended to be issued in new global instrument ("**NGI**") form, as specified in the relevant Final Terms, will be deposited on or around the Issue Date of the relevant Tranche of the Instruments with a depository or a common depository for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each Global Instrument which is intended to be issued in NGI form, as specified in the relevant Final Terms, will be deposited on or around the Issue Date of the relevant Tranche of the Instruments with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

### ***Temporary Global Instrument exchangeable for Permanent Global Instrument***

If the relevant Final Terms specifies the form of Instruments as being "Temporary Global Instrument exchangeable for a Permanent Global Instrument", then the Instruments will initially be in the form of a Temporary Global Instrument which will be exchangeable, in whole or in part, for interests in a Permanent Global Instrument, without interest coupons, not earlier than 40 days after the Issue Date of the relevant Tranche of the Instruments upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Instrument unless exchange for interests in the Permanent Global Instrument is improperly withheld or refused. In addition, interest payments in respect of the Instruments cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Instrument is to be exchanged for an interest in a Permanent Global Instrument, the Bank shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Instrument to the bearer of the Temporary Global Instrument or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Instrument in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Instrument to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership, within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Instrument shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; *provided, however*, that in no circumstances shall the principal amount of the Permanent Global Instrument exceed the initial principal amount of the Temporary Global Instrument.

The Permanent Global Instrument will be exchangeable in whole, but not in part, for Instruments in definitive form ("**Definitive Instruments**") if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 7 (*Events of Default*) occurs.

Whenever the Permanent Global Instrument is to be exchanged for Definitive Instruments, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Instrument to the bearer of the Permanent Global Instrument against the surrender of the Permanent Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

### ***Temporary Global Instrument exchangeable for Definitive Instruments***

If the relevant Final Terms specifies the form of Instruments as being "Temporary Global Instrument exchangeable for Definitive Instruments" then the Instruments will initially be in the form of a Temporary Global Instrument which will be exchangeable, in whole or in part, for Definitive Instruments not earlier than 40 days after the Issue Date of the relevant Tranche of the Instruments upon certification as to non-

U.S. beneficial ownership if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 7 (*Events of Default*) occurs. Interest payments in respect of the Instruments cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Instrument is to be exchanged for Definitive Instruments, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Instrument to the bearer of the Temporary Global Instrument against the surrender of the Temporary Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

For the avoidance of doubt, if Instruments are to be issued with a minimum Specified Denomination and in integral multiples of another smaller amount in excess thereof as specified in the relevant Final Terms, the Instruments cannot be represented on issue by a Temporary Global Instrument exchangeable for Definitive Instruments.

#### ***Permanent Global Instrument exchangeable for Definitive Instruments***

If the relevant Final Terms specifies the form of Instruments as being "Permanent Global Instrument exchangeable for Definitive Instruments", then the Instruments will initially be in the form of a Permanent Global Instrument which will be exchangeable in whole, but not in part, for Definitive Instruments if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 7 (*Events of Default*) occurs.

Whenever the Permanent Global Instrument is to be exchanged for Definitive Instruments, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Instrument to the bearer of the Permanent Global Instrument against the surrender of the Permanent Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

For the avoidance of doubt, Instruments will only be issued with a minimum Specified Denomination and in integral multiples of another smaller amount in excess thereof if the relevant Final Terms specifies "in the limited circumstances described in the Permanent Global Instrument".

#### ***Terms and Conditions applicable to the Instruments***

The terms and conditions applicable to any Definitive Instrument will be endorsed on that Instrument and will consist of the terms and conditions set out under "*Terms and Conditions of the Instruments*" below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Instrument in global form will differ from those terms and conditions which would apply to the Instrument were it in definitive form to the extent described under "*Summary of Provisions Relating to the Instruments while in Global Form*" below.

#### **Legend concerning United States persons**

In the case of any Tranche of Instruments having a maturity of more than 365 days, the Instruments in global form, the Instruments in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

## **Registered Instruments**

Each Tranche of Registered Instruments will be in the form of either individual Instruments in registered form ("**Individual Registered Instruments**") or a global Instrument in registered form (a "**Global Registered Instrument**"), in each case as specified in the relevant Final Terms.

Each Global Registered Instrument which is not intended to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**"), will, on or around the issue date, be registered in the name of a common depository (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Instrument will be deposited on or about the issue date with the common depository and will be exchangeable in accordance with its terms, and each Global Registered Instrument which is intended to be held under the New Safekeeping Structure, as specified in the relevant Final Terms, will, on or around the issue date, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and be deposited with the common safekeeper for Euroclear and/or Clearstream, Luxembourg and will be exchangeable for Individual Registered Instruments in accordance with its terms.

If the relevant Final Terms specifies the form of Instruments as being "Individual Registered Instruments", then the Instruments will at all times be in the form of Individual Registered Instruments issued to each Holder in respect of their respective holdings.

If the relevant Final Terms specifies the form of Instruments as being "Global Registered Instrument exchangeable for Individual Registered Instruments", then the Instruments will initially be in the form of a Global Registered Instrument which will be exchangeable in whole, but not in part, for Individual Registered Instruments:

- (a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (b) at any time, if so specified in the relevant Final Terms; or
- (c) if the relevant Final Terms specifies "in the limited circumstances described in the Global Registered Instrument", then if either of the following events occurs:
  - (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or
  - (ii) any of the circumstances described in Condition 7 (*Events of Default*) occurs.

Whenever the Global Registered Instrument is to be exchanged for Individual Registered Instruments, the Bank shall procure that Individual Registered Instruments will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Instrument within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Instrument to the Registrar of such information as is required to complete and deliver such Individual Registered Instruments (including, without limitation, the names and addresses of the persons in whose names the Individual Registered Instruments are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Instrument at the specified office of the Registrar.

### ***Terms and Conditions applicable to the Instruments***

The terms and conditions applicable to any Individual Registered Instrument will be endorsed on that Individual Registered Instrument and will consist of the terms and conditions set out under "Terms and Conditions of the Instruments" below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Global Registered Instrument will differ from those terms and conditions which would apply to the Instrument were it in definitive form to the extent described under "*Summary of Provisions Relating to the Instruments while in Global Form*" below.

## TERMS AND CONDITIONS OF THE INSTRUMENTS

*The following is the text of the terms and conditions which, as completed by the relevant Final Terms (or, in the case of a Drawdown Prospectus or (in the case of Non-PD Instruments) a Pricing Supplement as amended, supplemented and/or replaced by such Drawdown Prospectus or Pricing Supplement), will be endorsed on each Instrument in definitive form issued under the Programme. The terms and conditions applicable to any Instrument in global form will differ from those terms and conditions which would apply to the Instrument were it in definitive form to the extent described under "Summary of Provisions Relating to the Instruments while in Global Form" below.*

The Instruments are issued in accordance with an amended and restated fiscal agency agreement (the "**Fiscal Agency Agreement**", which expression shall include any amendments or supplements thereto) dated 16 February 2018 and made between OP Corporate Bank plc (the "**Bank**"), The Bank of New York Mellon, London Branch in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to The Bank of New York Mellon, London Branch in its capacity as such), The Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as registrar (the "**Registrar**", which expression shall include any successor to The Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as such) and certain other financial institutions named therein in their capacities as paying agents (the "**Paying Agents**", which expression shall include the Fiscal Agent and any substitute or additional paying agents appointed in accordance with the Fiscal Agency Agreement). Copies of the Fiscal Agency Agreement and the deed of covenant dated 16 February 2018 (the "**Deed of Covenant**", which expression shall include any amendments or supplements thereto) are available for inspection at the specified offices of the Fiscal Agent and the Registrar. All persons from time to time entitled to the benefit of obligations under any Instruments shall be deemed to have notice of and to be bound by all of the provisions of the Fiscal Agency Agreement insofar as they relate to the relevant Instruments.

The Instruments are issued in a series (each a "**Series**"). Each Series may comprise one or more tranches (each a "**Tranche**") of Instruments. Each Tranche (except in the case of Non-PD Instruments (as defined below)) will be the subject of final terms (each a "**Final Terms**") or a drawdown prospectus (each a "**Drawdown Prospectus**").

In the case of a Tranche of Instruments which will not be admitted to listing, trading and/or quotation on a regulated market for the purposes of Directive 2014/65/EC (as amended, "**MiFID II**") in the European Economic Area and/or which may be admitted to listing, trading and/or quotation on a market, stock exchange and/or quotation system as may be agreed between the Bank and the relevant Dealer(s) in circumstances where the provisions of Directive 2003/71/EC (as amended or superseded) (the "**Prospectus Directive**") do not apply ("**Non-PD Instruments**"), a pricing supplement (each, a "**Pricing Supplement**") will be issued describing the terms of such Tranche of Non-PD Instruments.

In the case of a Tranche of Instruments subject to a Drawdown Prospectus or a Pricing Supplement, each reference in these "*Terms and Conditions of the Instruments*" to a Final Terms shall be read and construed as a reference to a Drawdown Prospectus or a Pricing Supplement (as applicable), unless the context requires otherwise.

Any reference in these Terms and Conditions to any legislation (whether primary legislation or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted. Any reference to "**Terms and Conditions**" or "**Conditions**" herein means the terms and conditions as set out in these Terms and Conditions of the Instruments.

A copy of the Final Terms relating to any Instruments which are admitted to listing, trading and/or quotation will be available for inspection at the specified office of the Fiscal Agent. In the case of a Tranche in respect of which: (A) application has been made for admission to the Official List of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") (the "**Official List**") and for admission to trading on the regulated market of Euronext Dublin (the "**Regulated Market**"), a copy of the Final Terms for such Instruments will be (i) delivered to the Central Bank of Ireland and filed with Euronext Dublin on or before the relevant date of issue of such Instruments and (ii) available from the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)) and (B) application has been made for admission to listing on the official list of the United Kingdom Financial Conduct Authority (the "**FCA**") and to trading on the regulated market of the London Stock Exchange plc (the "**London Stock Exchange**"), a copy of the Final Terms for such Instruments will be delivered to the FCA and London Stock Exchange on or before the relevant date of issue of such Instruments. In the case of any Instruments which are not listed on any stock exchange, copies of the



relevant Final Terms will only be available for inspection by a Holder of or, as the case may be, a Beneficiary (as defined in the Deed of Covenant) in respect of, such Instruments.

## 1. **Form and Denomination**

- 1.01 Instruments are issued in bearer form or in registered form, as specified in the relevant Final Terms.
- 1.02 Interest-bearing Definitive Instruments will, unless otherwise specified in the relevant Final Terms, have attached thereto at the time of their initial delivery coupons ("**Coupons**"), presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below.

### *Form of Registered Instruments*

- 1.03 Instruments issued in registered form ("**Registered Instruments**") will be in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement. Registered Instruments will not be exchangeable for Bearer Instruments.

### *Denomination of Bearer Instruments*

- 1.04 Bearer Instruments will be in the denomination or denominations specified in the relevant Final Terms (the "**Specified Denominations**"). Bearer Instruments of one denomination will not be exchangeable after their initial delivery for Bearer Instruments of any other denomination.

### *Denomination of Registered Instruments*

- 1.05 Registered Instruments will be in the minimum Specified Denomination specified in the relevant Final Terms or integral multiples thereof provided that any Registered Instruments bearing the Private Placement Legend (as defined in Condition 2.07) will be in the denomination of not less than U.S.\$500,000 (or the U.S. dollar equivalent).

### *Currency of Instruments*

- 1.06 Instruments may be denominated in any currency (including, without limitation, Euro, Japanese Yen, Pounds Sterling and United States Dollars), subject to compliance with all applicable legal or regulatory requirements.

For the purposes of these Terms and Conditions, references to Instruments shall, as the context may require, be deemed to be to Temporary Global Instruments, Permanent Global Instruments, Definitive Instruments or, as the case may be, Registered Instruments.

## 2. **Title**

- 2.01 Title to Bearer Instruments passes by delivery. References herein to the "**Holders**" of Bearer Instruments or of Coupons signify the bearers of such Bearer Instruments or such Coupons.
- 2.02 Title to Registered Instruments passes by registration in the register which is kept by the Registrar, as specified in the relevant Final Terms. References herein to the "**Holders**" of Registered Instruments signify the persons in whose names such Instruments are so registered.
- 2.03 The Holder of any Instrument or Coupon will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

### *Transfer of Registered Instruments*

- 2.04 A Registered Instrument may, upon the terms and subject to the terms and conditions set forth in the Fiscal Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum Specified Denomination specified in the relevant Final Terms) upon the surrender of the Registered Instrument to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. A new Registered Instrument will be issued to the transferee and, in the case of a transfer of part only

of a Registered Instrument, a new Registered Instrument in respect of the balance not transferred will be issued to the transferor.

- 2.05 Each new Registered Instrument to be issued upon the transfer of Registered Instruments will, upon the effective receipt of such form of transfer by the Registrar at its specified office, be available for delivery at the specified office of the Registrar. For these purposes, a form of transfer received by the Registrar during the period of fifteen days in New York, London or, as the case may be, Luxembourg Banking Days ending on the due date for any payment on the relevant Registered Instruments shall be deemed not to be effectively received by the Registrar until the day following the due date for such payment.

For the purposes of these Terms and Conditions, (i) "**New York Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in New York City; (ii) "**London Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and (iii) "**Luxembourg Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Luxembourg.

- 2.06 The issue of new Registered Instruments on transfer will be effected without charge by or on behalf of the Bank or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation thereto.
- 2.07 Notwithstanding the foregoing, any Instrument sold by a Dealer to a qualified institutional buyer within the meaning of Rule 144A under the Securities Act of 1933, as amended from time to time (the "**Securities Act**") will be registered in the register which is kept by the Registrar, as specified in the relevant Final Terms. Acceptance of any such Registered Instrument will be deemed to have been made on the basis of certain representations and warranties of such qualified institutional buyer or institutional accredited investor referred to under "*Subscription and Sale*" of the base prospectus prepared by the Bank dated 15 February 2019. Upon the transfer, exchange or replacement of Registered Instruments of any Series bearing the private placement legend (the "**Private Placement Legend**") set forth in the form of Registered Instrument scheduled to the Fiscal Agency Agreement, the Registrar shall deliver only Registered Instruments of such Series that also bear such legend unless either (i) such transfer, exchange or replacement occurs two or more years after the later of (1) the original Issue Date of Instruments of such Series or (2) the last date on which the Bank or any affiliates (as defined below) of the Bank as notified to the Registrar by the Bank as provided in the following sentence, was the beneficial owner of such Instrument (or any predecessor of such Instrument) or (ii) there is delivered to the Registrar an opinion reasonably satisfactory to the Bank of United States counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws. The Bank covenants and agrees that it will not acquire any beneficial interest, and will cause its "affiliates" (as defined in paragraph (a)(1) of Rule 144 under the Securities Act) not to acquire any beneficial interest, in any Registered Instrument bearing the Private Placement Legend unless it notifies the Registrar of such acquisition. The Registrar and all Holders of Instruments shall be entitled to rely without further investigation on any such notification (or lack thereof).
- 2.08 For so long as any of the Registered Instruments bearing the Private Placement Legend remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Bank covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the United States Securities Exchange Act of 1934 nor exempt from reporting pursuant to Rule 12g3-2(b) under such Act, make available to any Holder of such Instruments in connection with any sale thereof and any prospective purchaser of such Instruments from such Holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

### 3. **Status**

#### 3A. **Status – Unsubordinated Instruments**

3A.01 This Condition 3A is applicable in relation to Instruments specified in the relevant Final Terms as being unsubordinated or not specified as being subordinated ("**Unsubordinated Instruments**").

3A.02 Each Series of Unsubordinated Instruments constitutes unsubordinated and unsecured obligations of the Bank and ranks *pari passu* without any preference among themselves and at least *pari passu* with all other present or future unsecured and unsubordinated indebtedness of the Bank, subject to statutorily preferred exceptions.

3A.03 If Unsubordinated Instruments Waiver of Set-Off is stated to be applicable in the relevant Final Terms, no Holder of such Unsubordinated Instruments or related Coupon shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Bank in respect of such Unsubordinated Instruments or Coupons.

The rights of Holders of Unsubordinated Instruments shall be subject to any present or future Finnish laws or regulations relating to the recovery and resolution of credit institutions and investment firms in the Republic of Finland which are or will be applicable to the Unsubordinated Instruments only as a result of the operation of such laws or regulations.

#### 3B. **Status – Senior Non-Preferred Instruments**

3B.01 This Condition 3B is applicable in relation to Instruments specified in the relevant Final Terms as being Senior Non-Preferred Instruments ("**Senior Non-Preferred Instruments**").

3B.02 Each Series of Senior Non-Preferred Instruments constitutes direct and unsecured obligations of the Bank and ranks and will rank *pari passu* without any preference among themselves.

3B.03 In the event of the winding-up, insolvency or bankruptcy of the Bank, the rights and claims (if any) of holders of any Senior Non-Preferred Instruments to payments of the principal amount and any other amounts in respect of the Senior Non-Preferred Instruments (including any accrued but unpaid interest amount or damages or other payments awarded for breach of any obligations under these Conditions, if any are payable) shall:

- (i) be subordinated to the claims of all depositors and other unsecured, unsubordinated creditors of the Bank, provided that in each case such claims are not by mandatory provisions of law ranked, or by their terms expressed to rank, *pari passu* with the claims of holders of Senior Non-Preferred Instruments;
- (ii) rank at least *pari passu* with the claims of all other creditors of the Bank which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the claims of holders of Senior Non-Preferred Instruments; and
- (iii) rank senior to any Junior Securities of the Bank.

The rights of Holders of Senior Non-Preferred Instruments shall be subject to any present or future Finnish laws or regulations relating to the recovery and resolution of credit institutions and investment firms in the Republic of Finland which are or will be applicable to the Senior Non-Preferred Instruments only as a result of the operation of such laws or regulations.

3B.04 For the purposes of Finnish law, in the event of bankruptcy of the Bank, the rights and claims (if any) of holders of any Senior Non-Preferred Instruments to payments of the outstanding principal amount and any other amounts in respect of the Senior Non-Preferred Instruments (including any accrued and unpaid interest amount or damages awarded for breach of any obligations under these Conditions, if any are payable) shall constitute claims as referred to in item 4 of Chapter 1, Section 4a, Subsection 1 of the Finnish Act on Credit Institutions (Fi: *luottolaitoslaki*, 210/2014 as amended) ranking below claims as referred to in Section 2 of the Finnish Priority Act (Fi: *laki velkojien maksunsaantijärjestyksestä, 1578/1992 as amended*) and ranking above claims referred to in Section 6, Subsection 1 of the Finnish Priority Act (Fi: *laki velkojien maksunsaantijärjestyksestä, 1578/1992 as amended*).

- 3B.05 No holder of any Senior Non-Preferred Instruments to which this Condition 3B applies or related Coupon shall be entitled to exercise any right of set-off or counterclaim against moneys owned by the Bank in respect of such Instrument or Coupon.

In these Terms and Conditions:

"**Additional Tier 1 Capital**" means tier 1 capital for the purposes of the Applicable Banking Regulations;

"**BRRD**" means Directive 2014/59/EU of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms, as the same may be amended or replaced from time to time, including without limitation, by the Creditor Hierarchy Directive;

"**Competent Authority**" means any authority having primary responsibility for the prudential oversight and supervision of the Bank and/or the OP Financial Group at the relevant time;

"**Creditor Hierarchy Directive**" means Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, or any equivalent legislation that supersedes or replaces it;

"**Junior Securities**" means any (i) Tier 2 Instruments (or securities or other obligations of the Bank which rank, or are expressed to rank, on a voluntary or involuntary liquidation or bankruptcy of the Bank, *pari passu* with the Tier 2 Instruments) or other subordinated debt instruments or securities of the Bank which are recognised as "Tier 2 Capital" of the Bank from time to time by the Competent Authority, (ii) any instruments, securities or other obligations of the Bank which rank, or are expressed to rank, on a voluntary or involuntary liquidation or bankruptcy of the Bank, *pari passu* with the Additional Tier 1 Capital of the Bank or other subordinated and undated debt instruments or securities of the Bank which are recognised as Additional Tier 1 Capital of the Bank from time to time by the Competent Authority, (iii) share capital of the Bank and (iv) any other subordinated security or obligation which ranks, or is expressed to rank, junior to the Senior Non-Preferred Instruments; and

"**Tier 2 Capital**" means tier 2 capital for the purposes of the Applicable Banking Regulations.

### 3C. *Status – Tier 2 Instruments*

- 3C.01 This Condition 3C is applicable in relation to Instruments specified in the relevant Final Terms as being Tier 2 Instruments ("**Tier 2 Instruments**"). For regulatory capital purposes, Tier 2 Instruments shall constitute Tier 2 Capital.

- 3C.02 The Tier 2 Instruments constitute direct and unsecured obligations of the Bank ranking *pari passu* without any preference among themselves. In the event of the winding-up, insolvency or bankruptcy of the Bank, the claims of the Holders of Tier 2 Instruments against the Bank in respect of such Instruments (including any accrued but unpaid interest amount or damages or other payments awarded for breach of any obligations under these Conditions (if payable)) shall:

- (i) be subordinated to the claims of all Senior Creditors;
- (ii) rank at least *pari passu* with the claims of holders of all other subordinated obligations of the Bank and any other securities of the Bank which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the Tier 2 Instruments; and
- (iii) rank senior to the Bank's ordinary shares, preference shares and any other junior subordinated obligations or other securities of the Bank which by law rank, or by their terms are expressed to rank, junior to the Tier 2 Instruments.

The rights of Holders of Tier 2 Instruments shall be subject to any present or future Finnish laws or regulations relating to the recovery and resolution of credit institutions and investment firms in the Republic of Finland which are or will be applicable to the Tier 2 Instruments only as a result of the operation of such laws or regulations.

Tier 2 Instruments will constitute Debentures (*debentuuri*) for the purposes of the Finnish Promissory Instruments Act (*Velkakirjalaki, 622/1947*), as amended.

No holder of any Tier 2 Instruments to which this Condition 3C applies or related Coupon shall be entitled to exercise any right of set-off or counterclaim against moneys owned by the Bank in respect of such Instrument or Coupon.

In these Terms and Conditions:

"**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy or resolution then in effect in the Republic of Finland including, without limitation to the generality of the foregoing, the CRD IV Implementing Measures (as defined in Condition 6.08), the SRM Regulation, BRRD, the Creditor Hierarchy Directive, and those regulations, requirements, guidelines and policies relating to capital adequacy or resolution adopted by the EU Commission, FIN-FSA or FIN-RA from time to time and then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Bank or to the Bank and its subsidiaries);

"**FIN-FSA**" means the Finnish Financial Supervisory Authority (*Finanssivalvonta*) or any successor or substituting authority thereto;

"**FIN-RA**" means the Finnish Financial Stability Authority (*Rahoitusvakausvirasto*) or any successor or substituting authority thereto;

"**Senior Creditors**" means creditors of the Bank (i) who are depositors and/or other unsubordinated creditors of the Bank; (ii) who are holders of Senior Non-Preferred Instruments (both before and after the implementation of the Creditor Hierarchy Directive in Finland); or (iii) who are subordinated creditors of the Bank (whether in the event of the winding-up, insolvency or bankruptcy of the Bank or otherwise) other than those whose claims by law rank, *pari passu* with or junior to the claims of the Holders of the Tier 2 Instruments; and

"**SRM Regulation**" means Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, as the same may be amended or replaced from time to time.

4. **[Intentionally left blank]**

5. **Interest**

Instruments may be interest-bearing or non-interest-bearing or a combination of the two, as specified in the relevant Final Terms. The Final Terms in relation to each Series of interest-bearing Instruments shall specify which of Conditions 5A, 5B, 5C or 5D shall be applicable provided that Condition 5E will be applicable as specified therein, save to the extent inconsistent with the relevant Final Terms.

5A. **Interest – Fixed Rate**

Instruments in relation to which this Condition 5A is specified in the relevant Final Terms as being applicable shall bear interest from their date of issue (the "**Issue Date**") (as specified in the relevant Final Terms) or from such other date as may be specified in the relevant Final Terms at the rate or rates per annum specified in the relevant Final Terms. Such interest will be payable in arrear on such dates as are specified in the relevant Final Terms and on the date of final maturity thereof. Such interest will be calculated on such basis as may be specified in the relevant Final Terms.

If interest is required to be calculated for a period other than a full year, such interest shall be calculated:

- (i) if "**Actual/Actual (ICMA)**" is so specified in the applicable Final Terms, means:

- (a) where the calculation of an amount for any period of time (the "**Calculation Amount**") is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
- (b) where the Calculation Period is longer than one Regular Period, the sum of:
  - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; or
- (ii) if "**30/360**" is so specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"**D<sub>2</sub>**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.

For the purposes of the foregoing:

- (iii) "**Regular Period**" means:
  - (a) in the case of Instruments where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
  - (b) in the case of Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls; and
  - (c) in the case of Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular

payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

5B. ***Interest – Floating Rate***

5B.01 This Condition 5B is applicable to Instruments specified in the relevant Final Terms as being Floating Rate Instruments. Floating Rate Instruments shall bear interest at the rate per annum determined in accordance with this Condition 5B.

5B.02 Floating Rate Instruments shall bear interest from their date of issue (as specified in the relevant Final Terms) or from such other date as may be specified in the relevant Final Terms (the "**Interest Commencement Date**"). Such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the relevant Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the relevant Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or period specified as the Specified Period in the relevant Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date; or
- (iii) on the date of final maturity of the relevant Instruments (or otherwise as provided in the relevant Final Terms).

The period beginning on (and including) the Interest Commencement Date (or such other date specified in the Final Terms) and ending on (but excluding) the first Interest Payment Date (or such other Interest Payment Date specified in the Final Terms) and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

5B.03 Unless otherwise specified in the relevant Final Terms, if any Interest Payment Date would otherwise fall on a date which is not a Business Day (as defined in Condition 10), then, if the Business Day Convention specified is:

- (i) the "**Floating Rate Convention**", such Interest Payment Date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred Provided that:
  - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; or
- (ii) the "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next date which is a Business Day; or
- (iii) the "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding day which is a Business Day; or

- (iv) the "**Preceding Business Day Convention**", such Interest Payment Date shall be brought forward to the immediately preceding day which is a Business Day.

5B.04 The Final Terms shall specify which page (the "**Relevant Screen Page**") on Reuters or any other information vending service shall be applicable.

5B.05 Where "**Screen Rate Determination**" is specified in the relevant Final Terms as the manner in which the Rate of Interest is/are to be determined, the Rate of Interest applicable to such Instruments for each Interest Period shall be determined, subject to Condition 5G, by the Fiscal Agent on the following basis:

- (i) the Fiscal Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) if no such rate for deposits so appears (or, as the case may require, if fewer than two such rates for deposits so appear), the Fiscal Agent will request the principal Relevant Financial Centre office of four major banks selected by the Fiscal Agent in the market most closely connected with the Reference Rate (the "**Reference Banks**") to provide a quotation of the Reference Rate at approximately 11.00 a.m. (local time in the Principal Financial Centre of the relevant currency) on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time, and will determine the arithmetic mean of such quotations;
- (iii) if fewer than two rates for deposits are so quoted, the Fiscal Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Fiscal Agent) quoted by major banks in the Principal Financial Centre of the relevant currency selected by the Fiscal Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the relevant currency) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;

and the Rate of Interest applicable to such Instruments during each Interest Period will be the sum of the relevant margin (the "**Relevant Margin**") specified in the relevant Final Terms and the rate (or, as the case may be, the arithmetic mean) so determined provided that, if the Fiscal Agent is unable to determine a rate (or, as the case may be, an arithmetic mean) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Instruments during such Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean) last determined in relation to such Instruments in respect of a preceding Interest Period or will be determined in such other manner as may be specified in the relevant Final Terms.

For the purposes of the foregoing:

- (i) "**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency *provided, however that*:
  - (A) in relation to Euro, it means the principal financial centre of such Member State of the European Union as is selected by the Fiscal Agent; and
  - (B) in relation to New Zealand dollars, it means either Wellington or Auckland as is selected by the Fiscal Agent; and
- (ii) "**Principal Financial Centre Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the Principal Financial Centre of the specified currency.

5B.06 Where linear interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Fiscal Agent by straight line linear interpolation by reference to two rates based on the relevant



Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period. In this Condition 5B.06, "**Designated Maturity**" has the meaning given to it in the Final Terms.

5B.07 The Fiscal Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the amount of interest (the "**Interest Amount**") payable in respect of each instrument for the relevant Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount (as defined in the relevant Final Terms), multiplying the product by the Day Count Fraction specified in the relevant Final Terms and rounding the resulting figure to the nearest sub-unit of the currency in which such Instruments are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Instrument divided by the Calculation Amount.

For the purposes of the foregoing:

(i) "**Day Count Fraction**" means, in respect of the Calculation Period, such day count fraction as may be specified in the Final Terms and:

- (a) if "**Actual/365**" or "**Actual/Actual – ISDA**" is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if "**Actual/365 (Fixed)**" is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (c) if "**Actual/360**" is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (d) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified hereon, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));
- (e) if "**30E/360**" or "**Eurobond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

(f) if "**Actual/Actual (ICMA)**" is so specified in the applicable Final Terms, means:

(a) where the calculation of an amount for any period of time (the "**Calculation Amount**") is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year.

(ii) "**Regular Period**" means:

(a) in the case of Instruments where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(b) in the case of Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls; and

(c) in the case of Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

5B.08 If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5B above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

5B.09 Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

5B.10 If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5B above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

5C ***Interest – Swap-Related (ISDA)***

5C.01 Instruments in relation to which this Condition 5C is specified in the relevant Final Terms as being applicable shall bear interest at the rate or rates per annum determined, subject to Condition 5G, in accordance with this Condition 5C.

5C.02 Each such Instrument shall bear interest from its date of issue (as specified in the relevant Final Terms). Such interest will be payable on such dates and in such amounts as would have been payable (regardless of any event of default or termination event thereunder) by the Bank had it entered into a swap transaction (to which an Interest Rate and Currency Exchange Agreement or a Master Agreement and the 2006 ISDA Definitions (as amended and updated from time to time), as published by the International Swaps and Derivatives Association, Inc., applied) with the Holder of such Instruments under which:

- (i) the Bank was the Fixed Rate Payer or, as the case may be, the Floating Rate Payer;
- (ii) the Fiscal Agent (or such other person as may be specified in the relevant Final Terms) was the Calculation Agent;
- (iii) such date of issue was the Effective Date;
- (iv) the principal amount of such Instrument was the Calculation Amount; and
- (v) all other terms were as specified in the relevant Final Terms.

5C.03 Where linear interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Fiscal Agent by straight line linear interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period. In this Condition 5C.03, "**Designated Maturity**" has the meaning given to it in the Final Terms.

5D. ***Interest – Zero Coupon Instrument Provisions***

5D.01 *Application*

This Condition 5D shall be applicable to the Instruments only if the Zero Coupon Instrument Provisions are specified in the relevant Final Terms as being applicable.

5D.02 *Late payment on Zero Coupon Instruments*

If the Redemption Amount payable in respect of any Zero Coupon Instrument is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Instrument up to that day are received by or on behalf of the relevant Holders of the Instruments and (ii) the day which is seven days after the Fiscal Agent has notified the Holders of the Instruments that it has received all sums due in respect of the Instruments up to such seventh day (except to the extent that there is any subsequent default in payment).

5E. ***Interest – Supplemental Provision***

5E.01 *Notification of Rates of Interest, Interest Amounts and Interest Payment Dates*

The Fiscal Agent will cause each Rate of Interest, floating rate, Interest Payment Date, final day of a calculation period, Interest Amount or floating amount, as the case may be, determined by it to be notified to the Bank, the other Paying Agents and, in the case of Registered Instruments, the

Registrar (from whose respective specified offices such information will be available) as soon as practicable after such determination but in any event not later than the fourth London Banking Day thereafter and, in the case of Instruments admitted to the Official List and admitted to trading on the Regulated Market, cause each such Rate of Interest, floating rate, Interest Amount or floating amount, as the case may be, to be notified to Euronext Dublin and, in the case of Instruments listed on another stock exchange, cause each such Rate of Interest, floating rate, Interest Amount or floating amount, as the case may be, to be notified and/or published according to the requirements of that stock exchange. The Fiscal Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or last day of a calculation period (or to make appropriate alternative arrangements by way of adjustment) in the event of the extension or abbreviation of the relevant Interest Period or calculation period.

5E.02 The determination by the Fiscal Agent or such other agent as is specified in the relevant Final Terms of all rates of interest and amounts of interest for the purposes of this Condition 5 shall, in the absence of manifest error, be final and binding on all parties.

5F. ***Interest – Resettable Instruments***

5F.01 Instruments in relation to which this Condition 5F is specified in the relevant Final Terms as being applicable shall bear interest at the rate or rates per annum determined in accordance with this Condition 5F.

5F.02 (i) ***Interest Payment Dates:*** Each Resettable Instrument bears interest on its outstanding nominal amount from time to time:

- (A) from and including the Interest Commencement Date specified in the applicable Final Terms to but excluding the First Reset Date, at the Initial Rate of Interest;
- (B) from and including the First Reset Date to but excluding the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date (if any), at the First Reset Rate of Interest; and
- (C) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest.

Such interest will be payable in arrear on each Interest Payment Date. The first payment of interest will be made on the first Interest Payment Date following the Interest Commencement Date. The amount of interest payable shall, subject to Condition 5G, be determined in accordance with Condition 5F.03 below.

(ii) ***Fallback Provision for Resettable Instruments:*** If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Fiscal Agent shall request each of the Reference Banks to provide the Fiscal Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Fiscal Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Reset Margin or the Subsequent Reset Margin (as applicable), all as determined by the Fiscal Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Fiscal Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 5F.02(ii), the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the rate of interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

As used in the foregoing:

**"Day Count Fraction"** means, in respect of the Calculation Period, such day count fraction as may be specified in the Final Terms and:

- (i) if **"Actual/Actual (ICMA)"** is so specified in the applicable Final Terms, means:
  - (a) where the calculation of an amount for any period of time (the **"Calculation Amount"**) is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (b) where the Calculation Period is longer than one Regular Period, the sum of:
    - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
    - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; or
- (ii) if **"30/360"** is so specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**"Y<sub>1</sub>"** is the year, expressed as a number, in which the first day of the Calculation Period falls;

**"Y<sub>2</sub>"** is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

**"M<sub>1</sub>"** is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

**"M<sub>2</sub>"** is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

**"D<sub>1</sub>"** is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

**"D<sub>2</sub>"** is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30".

**"First Reset Date"** means the date specified as such in the applicable Final Terms;

**"First Reset Margin"** means the margin specified as such in the applicable Final Terms;

**"First Reset Period"** means the period from and including the First Reset Date to but excluding the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date, if any, in respect of such Series of Instruments;

**"First Reset Rate of Interest"** means, subject to Condition 5F.02(ii) (*Fallback Provision for Resettable Instruments*), the rate of interest being determined by the Fiscal Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate plus the First Reset Margin;

**"Initial Rate of Interest"** means the initial rate of interest per annum specified as such in the applicable Final Terms;

**"Interest Commencement Date"** means the Issue Date or such other date as may be specified in the relevant Final Terms;

**"Mid-Market Swap Rate"** means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Instruments during the relevant Reset Period (calculated on the basis of the Day Count Fraction specified in the applicable Final Terms as determined by the Fiscal Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the applicable Final Terms) (calculated on the basis of the Day Count Fraction specified in the applicable Final Terms as determined by the Fiscal Agent);

**"Mid-Market Swap Rate Quotation"** means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

**"Mid-Swap Floating Leg Benchmark Rate"** means:

- (i) where the Specified Currency is a currency other than Euro, LIBOR; and
- (ii) where the Specified Currency is Euro, EURIBOR;

**"Mid-Swap Rate"** means, in relation to a Reset Determination Date and subject to Condition 5F.02(ii) (*Fallback Provision for Resettable Instruments*), either:

- (i) if Single Mid-Swap Rate is specified in the applicable Final Terms, the rate for swaps in the Specified Currency:
  - (A) with a term equal to the relevant Reset Period; and
  - (B) commencing on the relevant Reset Date, which appears on the Relevant Screen Page; or
- (ii) if Mean Mid-Swap Rate is specified in the applicable Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards) of the bid and offered swap rate quotations for swaps in the Specified Currency:
  - (A) with a term equal to the relevant Reset Period; and
  - (B) commencing on the relevant Reset Date, which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Fiscal Agent *provided, however*, that if there is no such rate appearing on the Relevant Screen Page for a term equal to the relevant Reset Period, then the Mid-Swap Rate shall be determined through the use of straight-line interpolation by reference to two rates, one of which shall be determined in accordance with the above provisions, but as if the relevant Reset Period were the period of time for which rates are available next shorter than the length of the actual Reset Period and the other of which shall be determined in accordance with the above provisions, but as if the relevant Reset Period were the period of time for which rates are available next longer than the length of the actual Reset Period;

**"Reference Banks"** means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market as selected by the Bank;

**"Regular Period"** means:

- (a) in the case of Instruments where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but

excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

- (b) in the case of Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Screen Page**" means the page specified as such in the applicable Final Terms;

"**Reset Date**" means the First Reset Date, the Second Reset Date and every Subsequent Reset Date as may be specified as such in the applicable Final Terms;

"**Reset Determination Date**" means:

- (i) in respect of the First Reset Period, the second Resetable Business Day prior to the First Reset Date;
- (ii) in respect of the first Subsequent Reset Period, the second Resetable Business Day prior to the Second Reset Date; and
- (iii) in respect of each Reset Period thereafter, the second Resetable Business Day prior to the first day of each such Reset Period;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period;

"**Resetable Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Day Centre(s) specified for this purpose in the relevant Final Terms;

"**Second Reset Date**" means the date specified (if any) as such in the applicable Final Terms;

"**Specified Currency**" means the currency specified as such in the applicable Final Terms;

"**Subsequent Reset Date**" means the date specified as such in the applicable Final Terms;

"**Subsequent Reset Margin**" means the margin specified as such in the applicable Final Terms;

"**Subsequent Reset Period**" means the period from and including the Second Reset Date to but excluding the next Reset Date, and each successive period from and including a Reset Date to but excluding the next succeeding Reset Date; and

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 5F.02(ii) (*Fallback Provision for Resetable Instruments*), the rate of interest determined by the Fiscal Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate plus the applicable Subsequent Reset Margin.

#### 5F.03 *Calculations*

The amount of interest payable per Calculation Amount in respect of any Resetable Instrument for any Interest Period shall be equal to the product of the Initial Rate of Interest, the First Reset Rate of Interest or any Subsequent Reset Rate of Interest, the Calculation Amount specified in the relevant Final Terms, and the Day Count Fraction for such Interest Period and rounding the resulting figure to the nearest sub-unit of the currency in which such Resetable Instrument is denominated or, as the case may be, in which such interest is payable (one half of any such sub-

unit being rounded upwards), unless an Interest Amount is applicable to such Interest Period, in which case the amount of interest payable per Calculation Amount in respect of such Resettable Instrument for such Interest Period shall equal such Interest Amount.

5F.04 The determination by the Fiscal Agent or such other agent as is specified hereon of all rates of interest and amounts of interest for the purposes of this Condition 5F shall, in the absence of manifest error, be final and binding on all parties.

5G ***Benchmark Discontinuation***

Notwithstanding the provisions above in Conditions 5B, 5C and 5F, if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate the following provisions of this Condition 5G shall apply.

(i) The Bank shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Bank determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5G(ii)(B)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5G(iii)) and any Benchmark Amendments (in accordance with Condition 5G(iv)).

An Independent Adviser appointed pursuant to this Condition 5G shall act in good faith and in a commercially reasonable manner, and (in the absence of fraud) shall have no liability whatsoever to the Bank, the Fiscal Agent, the Registrar, the Paying Agents or the Holders for any determination made by it or for any advice given to the Bank in connection with any determination made by the Bank, pursuant to this Condition 5G.

(ii) If the Bank, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5G(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Instruments (subject to the operation of this Condition 5G); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5G(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Instruments (subject to the operation of this Condition 5G).

(iii) If the Bank, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iv) If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5G and the Bank, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines (i) that amendments to these Conditions and/or the Fiscal Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Bank shall, subject to giving notice thereof in accordance with Condition 5G(v), without any requirement for the consent or approval of Holders, vary these Conditions and/or the Fiscal Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.



In connection with any such variation in accordance with this Condition 5G(iv), the Bank shall comply with the rules of any stock exchange on which the Instruments are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 5G, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Instruments be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Bank, the same could reasonably be expected to prejudice the qualification of the relevant Series of Tier 2 Instruments as Tier 2 capital or the relevant Series of Senior Non-Preferred Instruments as MREL Eligible Liabilities.

In the case of Senior Non-Preferred Instruments only, no Successor Rate or Alternative Rate (as applicable) will be adopted, and no other amendments to the terms of the Instruments will be made pursuant to this Condition 5G, if and to the extent that, in the determination of the Bank, the same could reasonably be expected to result in the Relevant Regulator treating an Interest Payment Date or Reset Date, as the case may be, as the effective maturity of the Instruments, rather than the relevant Maturity Date.

- (v) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5G will be notified promptly by the Bank to the Fiscal Agent, the Registrar, the Paying Agents and, in accordance with Condition 15 (*Notices*), the Holders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) will (in the absence of manifest error in the determination of the Successor Rate or the Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) be binding on the Bank, the Fiscal Agent, the Registrar, the Paying Agents and the Holders.

- (vi) Without prejudice to the obligations of the Bank under Conditions 5G(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 5B.05 and Condition 5F.02(ii), as the case may be, will continue to apply unless and until (1) an Independent Adviser is appointed and (2) either a Successor Rate or Alternative Rate is determined, and any Adjustment Spread and Benchmark Amendments are determined, in each case pursuant to this Condition 5G.

For the purposes of the foregoing:

**"Adjustment Spread"** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Bank, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate),
- (ii) the Bank determines, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Bank determines that no such industry standard is recognised or acknowledged), (iii) the Bank, in its discretion, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines to be appropriate.

**"Alternative Rate"** means an alternative benchmark or screen rate which the Bank determines in accordance with Condition 5G(ii)(B) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Instruments.

**"Benchmark Amendments"** has the meaning given to it in Condition 5G(iv).

**"Benchmark Event"** means:

- (i) the Original Reference Rate ceasing to exist or be published for a period of at least five Business Days; or
- (ii) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or
- (v) it has become unlawful for the Calculation Agent, the Bank or any other party to calculate any payments due to be made to any Holder using the Original Reference Rate.

**"Independent Adviser"** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Bank under Condition 5G(i).

**"MREL"** means the minimum requirement for own funds and eligible liabilities implemented by the BRRD (and consequently the Finnish Act on the Resolution of Credit Institutions and Investment Firms (*Laki luottolaitosten ja sijoituspalveluyritysten kriisinratkaisusta*, 1194/2014)) and the SRM Regulation.

**"OP Corporate Bank Group"** means the Bank and its subsidiaries.

**"Original Reference Rate"** means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Instruments.

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

**"Relevant Regulator"** means the FIN-RA or such other authority tasked with matters relating to the qualification of securities of the Bank or the OP Corporate Bank Group, as the case may be, under the applicable MREL regulations; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

## 6. **Redemption and Purchase**

### *Redemption at Maturity*

- 6.01 Unless previously redeemed, or purchased and cancelled or unless such Instrument is stated in the relevant Final Terms as having no fixed maturity date, Instruments shall be redeemed at their principal amount (or at such other redemption amount as may be specified in the relevant Final Terms) on the date or dates specified in the relevant Final Terms.

### *Early Redemption for Taxation Reasons*

- 6.02 Subject to Condition 6.09, if, in relation to any Series of Instruments, (i) the Bank has or will become obliged to pay additional amounts as referred to in Condition 8 as a result of any change in or amendment to the laws or regulations of the Republic of Finland or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the date of issue of such Instruments or any earlier date specified in the relevant Final Terms, on the occasion of the next payment due in respect of such Instruments and (ii) such obligation cannot be avoided by the Bank taking reasonable measures available to it, then the Bank may, on the expiry of the appropriate notice, (being in the case of Instruments which bear interest at a floating rate, a day upon which interest is payable) redeem all (but not some only) of the outstanding Instruments comprising the relevant Series at their principal amount (or at such other early redemption amount as maybe specified in the relevant Final Terms), together with accrued interest (if any) thereon. Provided that (A), save in case of Instruments which bear interest at a floating rate, no such notice may be given earlier than 90 days prior to the earliest date on which the Bank would be obliged to pay such additional amounts were a payment in respect of the relevant Instruments then due and (B) prior to the publication of any notice of redemption for taxation reasons, the Bank shall deliver to the Fiscal Agent or, in the case of Registered Instruments, the Registrar a certificate signed by two duly authorised officers of the Bank stating that the Bank is entitled to effect such redemption for taxation reasons and setting forth a statement of facts showing that the conditions precedent to the right of the Bank so to redeem have occurred and an opinion of independent legal advisers of recognised standing to the effect that the Bank has or will become obliged to pay such additional amounts as a result of such change or amendment.

### *Optional Early Redemption (Call)*

- 6.03 Subject to Condition 6.01, if this Condition 6.03 is specified in the relevant Final Terms as being applicable, then the Bank may, upon the expiry of the appropriate notice and subject to such terms and conditions as may be specified in the relevant Final Terms, redeem in whole (but not, unless and to the extent that the relevant Final Terms specifies otherwise, in part only), of the Instruments of the relevant Series at either their principal amount or at any amount above their principal amount as specified in the relevant Final Terms, together with accrued interest (if any) thereon.
- 6.04 The appropriate notice referred to in Condition 6.02 and 6.03 is a notice given by the Bank to the Fiscal Agent, the Registrar (in the case of Registered Instruments) and the Holders of the Instruments of the relevant Series, which notice shall be signed by two duly authorised officers of the Bank and shall specify:
- (i) the Series of Instruments subject to redemption;
  - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Instruments of the relevant Series which are to be redeemed; and
  - (iii) the due date for such redemption, which shall be not less than thirty days (or such lesser period as may be specified in the relevant Final Terms) after the date on which such notice is validly given.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Bank to make the redemption therein specified.

### *Partial Redemption*

- 6.05 If the Instruments of a Series are to be redeemed in part only on any date in accordance with Condition 6.03:
- (i) in the case of Bearer Instruments, the Instruments to be redeemed shall be drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair, subject always to compliance with all applicable laws and the requirements of any stock exchange on which the relevant Instruments may be listed; and
  - (ii) in the case of Registered Instruments, the Instruments shall be redeemed pro rata to their principal amounts, subject always as aforesaid.

### *Optional Early Redemption (Put)*

- 6.06 If this Condition 6.06 is specified in the relevant Final Terms as being applicable, then the Bank shall, upon the exercise of the relevant option by the Holder of any Instrument of the relevant Series (other than in the case of a holder of a Senior Non-Preferred Instrument or a Tier 2 Instrument), redeem such Instrument on the date or the next of the dates specified in the relevant Final Terms at either its principal amount or at any amount above their principal amount as specified in the relevant Final Terms, together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than 45 days before the date so specified (or such other period as may be specified in the relevant Final Terms), deposit the relevant Instrument (together, in the case of an interest-bearing Definitive Instrument, with any unmatured Coupons appertaining thereto) with, in the case of a Bearer Instrument, any Paying Agent or, in the case of a Registered Instrument, the Registrar together with a duly completed redemption notice in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar.

### *Early redemption of Zero Coupon Instruments*

- 6.07 Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Instrument at any time before the Maturity Date shall be an amount equal to the sum of:
- (a) the Reference Price; and
  - (b) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Instrument becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 6.07 or, if none is so specified, a Day Count Fraction of 30E/360.

### *Early Redemption Following a Capital Event*

- 6.08 Subject to Condition 6.09, if this Condition 6.08 is specified in the applicable Final Terms as being applicable to an issue of Tier 2 Instruments, then if a Capital Event occurs the Bank may, subject to the prior approval of the ECB (if then required), at its option, elect to redeem the Tier 2 Instruments in whole (but not in part) at either their principal amount or at any amount above their principal amount as specified in the relevant Final Terms (as shall be specified in the relevant Final Terms), together with accrued but unpaid interest (if any) thereon, by giving appropriate notice to the Holders in accordance with Condition 15.

The appropriate notice referred to in this Condition 6.08 is a notice given by the Bank to the Fiscal Agent and the Holders of the Instruments, which notice shall be signed by two duly authorised officers of the Bank and shall specify:

- (a) that a Capital Event has occurred and is continuing;

- (b) that the Bank has obtained the prior written consent of the ECB, provided that at the relevant time such consent is required to be given; and
- (c) the due date for such redemption, which shall be not less than 30 nor more than 60 days after the date on which such notice is validly given.

Any such notice shall be irrevocable and the delivery thereof shall oblige the Bank to make the redemption therein specified.

In this Condition:

**"Capital Event"** means the determination by the Bank, after consultation with the ECB, that as a result of a change in Finnish law or Applicable Banking Regulations or any change in the official application or interpretation thereof becoming effective on or after the Issue Date (including as a result of the implementation or applicability in Finland of CRD IV on or after the Issue Date) which change was not reasonably foreseeable by the Bank as at Issue Date, the aggregate outstanding nominal amount of the Tier 2 Instruments is fully excluded or partially excluded from inclusion in the Tier 2 Capital (as defined in Condition 3B.01) of the Bank (other than as a result of any applicable limitation on the amount of such capital as applicable to the Bank);

**"CRD IV"** means, taken together, the (i) CRD IV Directive, (ii) CRD IV Regulation and (iii) any CRD IV Implementing Measures;

**"CRD IV Directive"** means Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms of the European Parliament and of the Council of June 26, 2013, as the same may be amended or replaced from time to time;

**"CRD IV Implementing Measures"** means any regulatory capital rules or regulations, or other requirements, which are applicable to the Bank or the Bank and its subsidiaries and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Bank or the Bank and its subsidiaries (on a solo or consolidated basis, as the case may be) to the extent required by the CRD IV Directive or the CRD IV Regulation, including for the avoidance of doubt any regulatory technical standards released by the European Banking Authority (or any successor or replacement thereof);

**"CRD IV Regulation"** means Regulation (EU) No. 575/2013 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of June 26, 2013, as the same may be amended or replaced from time to time; and

**"ECB"** means the European Central Bank or any successor or substituting authority thereto.

*Restrictions on early redemption of Senior Non-Preferred Instruments and Tier 2 Instruments*

6.09 In the case of Instruments specified in the relevant Final Terms as being Senior Non-Preferred Instruments or Tier 2 Instruments, other than in the case of a redemption at maturity in accordance with Condition 6.01 (*Redemption at Maturity*), the Bank may redeem the Instruments (and give notice thereof to the Holders) only if such redemption is in accordance with the Applicable Banking Regulations and it has been granted the approval of or permission from (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (in each such case, to the extent such approval is then required under the Applicable Banking Regulations) and, in the case of Tier 2 Instruments only:

- (i) on or before such redemption or repurchase of the Instruments, the Bank replaces the Instruments with capital instruments of an equal or higher quality on terms that are sustainable for its income capacity; or
- (ii) the Bank has demonstrated to the satisfaction of the Competent Authority that its Tier 2 Capital would, following such redemption or repurchase, exceed the capital ratios required under CRD IV by a margin that the Competent Authority may consider

necessary on the basis set out in CRD IV for it to determine the appropriate level of capital of an institution; and

- (iii) in the case of redemption before five years after the Issue Date of the last Tranche of such Series of Instruments if:
  - (A) the conditions listed in paragraphs (i) or (ii) above are met; and
  - (B) in the case of redemption due to the occurrence of a Capital Event, (i) the Competent Authority considers such change to be sufficiently certain and (ii) the Bank demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the time of the issuance of the Instruments; or
  - (C) in the case of redemption due to the occurrence of a taxation reason pursuant to Condition 6.02 (*Early Redemption for Taxation Reasons*), the Bank demonstrates to the satisfaction of the Competent Authority that the change in tax treatment is material and was not reasonably foreseeable at the Issue Date of the most recent Tranche of the Instruments of the relevant Series.

Any refusal by (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (if required) to grant its approval or permission as described above will not constitute an event of default under the relevant Instruments.

In these Conditions, "**Resolution Authority**" means any resolution authority with the ability to exercise any Bail-in and Loss Absorption Powers in relation to the Bank and/or the OP Financial Group or with primary responsibility for the oversight and supervision of the Bank's and/or the OP Financial Group's eligible liabilities and/or loss absorbing capacity from time to time.

#### *Purchase of Instruments*

- 6.10 The Bank may purchase Instruments in the open market or otherwise and at any price provided that, in the case of interest-bearing Definitive Instruments, any unmatured Coupons appertaining thereto are purchased therewith and provided that any such purchases will be made in accordance with the Applicable Banking Regulations and subject to the prior approval of or permission from (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (in each case, to the extent such approval is then required under the Applicable Banking Regulations).

Any refusal by (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (if required) to grant its approval or permission as described above will not constitute an event of default under the relevant Instruments.

#### *Cancellation of Redeemed and Purchased Instruments*

- 6.11 All unmatured Instruments redeemed or purchased in accordance with this Condition and, in the case of interest-bearing Definitive Instruments, all unmatured Coupons attached thereto or surrendered or purchased therewith may be held, resold or cancelled. References in this Condition to the purchase of Instruments by the Bank shall not include the purchase of Instruments in the ordinary course of business of dealing in securities or the purchase of Instruments otherwise than as beneficial owner.

#### *Early Redemption of Senior Non-Preferred Instruments as a result of an MREL Disqualification Event*

- 6.12 Subject to Condition 6.09, if this Condition 6.12 is specified in the applicable Final Terms as being applicable to an issue of Senior Non-Preferred Instruments, then if an MREL Disqualification Event occurs the Bank may, at its option, elect to redeem the Senior Non-Preferred Instruments in whole (but not in part) at their principal amount together with accrued but unpaid interest (if any) thereon by giving appropriate notice to the Holders in accordance with Condition 15 (*Notices*).

The appropriate notice referred to in this Condition 6.12 is a notice given by the Bank to the Fiscal Agent and the Holders of the Instruments, which notice shall be signed by two duly authorised officers of the Bank and shall specify:

- (a) that an MREL Disqualification Event has occurred and is continuing;
- (b) that the Bank has obtained the prior written consent of the Competent Authority and/or the Resolution Authority, provided that at the relevant time such consent is required to be given; and
- (c) the due date for such redemption, which shall be not less than 30 nor more than 60 days after the date on which such notice is validly given.

Any such notice shall be irrevocable and the delivery thereof shall oblige the Bank to make the redemption therein specified.

Any refusal by the Competent Authority and/or the Resolution Authority to grant its approval as described above will not constitute an event of default under the relevant Instruments.

In these Conditions, "**MREL Disqualification Event**" means, in respect of a Series of Senior Non-Preferred Instruments, the determination by the Bank that, as a result of a change in the relevant Applicable Banking Regulations, the whole or any part of the outstanding aggregate principal amount of such Series at any time is not included in, ceases or (in the opinion of the Bank) will cease to count towards the Bank's and/or the OP Financial Group's eligible liabilities and/or loss absorbing capacity (in each case for the purposes of, and in accordance with, the relevant Applicable Banking Regulations and provided that such change was not reasonably foreseeable by the Bank as at the Issue Date of such Series); provided that an MREL Disqualification Event shall not occur if such whole or part of the outstanding principal amount of the relevant Series of Instruments is not included in, ceases or (in the opinion of the Bank) will cease to count towards such eligible liabilities and/or loss absorbing capacity due to the remaining maturity of such Instruments being less than the minimum period prescribed by the relevant Applicable Banking Regulations.

## 7. **Events of Default**

### 7A. *Events of Default – Unsubordinated Instruments*

7A.01 This Condition 7A is applicable in relation to Instruments specified in the relevant Final Terms as being unsubordinated or not specified as being subordinated.

7A.02 Unless otherwise specified in the relevant Final Terms, the following events or circumstances (each an "**Event of Default**") shall be events of default in relation to the Instruments of any relevant Series, namely:

- (a) **Non-Payment of Principal:** there is default in the payment of any principal or other redemption amount due in respect of the Instruments for more than ten Business Days; or
- (b) **Non-Payment of Interest:** there is default in the payment of interest in respect of the Instruments for more than ten Business Days; or
- (c) **Non-Performance of Obligations:** the Bank defaults in the performance of any of its other obligations set out in the Instruments and such default is not remedied within 45 days after written notice requiring the same to be remedied shall have been given to the Bank by any Holder; or
- (d) **Insolvency:** (i) a decree or order is made or issued by a court of competent jurisdiction adjudging the Bank or any Material Subsidiary to be bankrupt or insolvent, (ii) a final decree or order is made or issued by the relevant authority for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Bank or any Material Subsidiary or of all or any material part of the property of any of them, (iii) the Bank or any Material Subsidiary institutes proceedings seeking adjudication of bankruptcy or seeking with respect to itself a decree of commencement of composition under applicable Finnish law or the applicable law of any other jurisdiction, or consents to the institution

of any such proceedings, or consents to, or acquiesces in, the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency in respect of the Bank or Material Subsidiary (as the case may be), or makes a general assignment for the benefit of its creditors or (iv) the Bank or any Material Subsidiary stops payment of its debts (within the meaning of the Bankruptcy Law of the Republic of Finland (*Konkurssilaki*, 120/2004), as amended, or the Act on the Temporary Interruption of the Operations of a Deposit Bank (*Laki talletuspankin toiminnan väliaikaisesta keskeyttämisestä*, 1509/2001), as amended and (in the case of (i) and (ii) only) such decree or order is not discharged within 30 days; or

- (e) **Winding up:** an order is made or an effective resolution is passed for the winding-up or liquidation of the Bank or any Material Subsidiary (in each case otherwise than in connection with a Permitted Reorganisation); or
- (f) **Asset Disposal:** the Bank or any Material Subsidiary ceases or through an official action of its Board of Directors threatens to cease, to carry on the whole or substantially the whole of its business (in each case otherwise than in connection with a Permitted Reorganisation or, in the case of a Material Subsidiary only, where such disposal would not be materially prejudicial to the interests of Holders).

For the purposes of these Terms and Conditions:

**"Amalgamations Act"** means the Act on Amalgamations of Deposit Banks (*Laki talletuspankkien yhteenliittymästä*, 599/2010), as amended.

**"Material Subsidiary"** means at any time a Subsidiary the gross assets of which (or, where the interest in the share capital of such Subsidiary is less than 100 per cent., a proportion thereof equal to the proportion of the share capital owned, directly or indirectly, by the Bank) represent more than 20 per cent. of the consolidated gross assets of the Bank and its Subsidiaries (taken as a whole).

**"OP Financial Group"** means (a) OP Financial Group Central Cooperative, (b) the member cooperative banks of the financial consortium of OP Cooperative (the **"Cooperative Banks"**), (c) OP Corporate Bank plc, (d) the subsidiaries of the OP Cooperative (whether existing as at the Issue Date or incorporated thereafter), and (e) the member credit institutions referred to in Chapter 1 Section 2 of the Amalgamations Act, other than the Cooperative Banks, as existing from time to time (including but not limited to, Helsinki Area Cooperative Bank, OP Card Company Plc, OP Mortgage Bank and OP Customer Services Ltd.

**"Permitted Reorganisation"** means any one or more of the following:

- (i) (in the case of a Material Subsidiary) where the whole or substantially the whole of the business and assets of such Material Subsidiary is vested in another Subsidiary or Subsidiaries of the Bank or in the Bank itself;
- (ii) (in the case of a Material Subsidiary) the sale of any Material Subsidiary and/or the business and assets of such Material Subsidiary on arm's length terms;
- (iii) (in the case of the Bank) a reorganisation, reconstruction, amalgamation, merger or consolidation whilst solvent approved by the relevant authority or authorities, as the case may be, where (x) the continuing corporation or the corporation formed as a result of such reorganisation, reconstruction, amalgamation, merger or consolidation effectively assumes the entire obligations of the Bank under the Instruments and any Coupons appertaining thereto, (y) the whole or substantially the whole of the business and assets of the Bank are vested in that corporation and (z) such corporation shall be a legal entity which is formed under Finnish law (or shall indemnify and hold harmless the Holder of each Instrument and any Coupons appertaining thereto against any and all taxes, charges, duties, liabilities, costs and expenses of whatever nature incurred by or levied against the Holder of such Instrument or Coupon by reason of such assumption of obligations) and the obligations of which fall within the joint liability scheme referred to in (iv) below;
- (iv) (where (iii) above does not apply) any sale or other transfer (whether by demerger, in whole or in part, or otherwise) of all or part of the business or assets of the Bank or any Material Subsidiary to any member of the OP Financial Group, provided that the



provisions of the Amalgamations Act with respect to the joint liability of the members of the OP Financial Group in effect immediately prior to the sale or transfer (as the case may be), insofar as they apply to the obligations of the Bank under the Instruments, remain in force immediately following such sale or transfer. For the purposes of these Conditions, any such member of the OP Financial Group shall be entitled to assume the entire obligations of the Bank under the Instruments and any Coupons appertaining thereto; and

- (v) any other reorganisation, reconstruction, amalgamation, merger or consolidation on terms previously approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement).

"**Subsidiary**" means any company or other entity whose accounts are for the time being, or, in the case of a company or other entity acquired after the date of the Bank's most recent accounts, will be consolidated with those of the Bank for the purposes of the consolidated accounts of the Bank issued to shareholders of the Bank.

- 7A.03 If any Event of Default shall occur in relation to any Series of Instruments, any Holder of any Instrument of the relevant Series may by written notice to the Bank declare such Instrument and (if the Instrument is interest bearing) all interest then accrued on such Instrument to be forthwith due and payable, whereupon the same shall become immediately due and payable at its principal amount (or, at such other amount as may be specified in the relevant Final Terms) unless prior to the time when the Bank receives such notice the situation giving rise to the notice has been cured, *provided, however*, that in the event specified in (c) any notice declaring the Instruments due shall become effective only when the Bank has received such notices from the Holders of at least one-fifth in principal amount of the relevant Instruments then outstanding.

**7B. *Events of Default – Senior Non-Preferred Instruments or Tier 2 Instruments***

- 7B.01 This Condition 7B is applicable in relation to Instruments specified in the relevant Final Terms as being Senior Non-Preferred Instruments or Tier 2 Instruments.

- 7B.02 The following events or circumstances (each an "**Event of Default**") shall be events of default in relation to the Instruments of any relevant Series, namely:

- (a) **Non-Payment of Principal:** there is a default in the payment of any principal or other redemption amount due in respect of the Instruments for more than ten business days; or
- (b) **Non-Payment of Interest:** there is a default in the payment of interest in respect of the Instruments as and when the same becomes due and payable for more than ten business days; or
- (c) **Winding-Up:** an order is made or an effective resolution is passed for the winding-up or liquidation (otherwise than in connection with a Permitted Reorganisation) or bankruptcy of the Bank in the Republic of Finland.

- 7B.03 If any Event of Default shall occur in relation to any Series of Instruments:

- (i) in the case of an Event of Default described at (a) or (b) in Condition 7B.02, any Holder of any Instrument of the relevant Series may, subject as provided below, at its discretion institute proceedings in the Republic of Finland for the winding-up or bankruptcy of the Bank (provided that such steps are available for a creditor under applicable law) and prove or claim in the bankruptcy or liquidation of the Bank but subject to such Holder only being able to claim payment in respect of the Instruments in the winding-up or liquidation, as the case may be, of the Bank; or
- (ii) in the case of an Event of Default described at (c) in Condition 7B.02, any Holder of any Instrument of the relevant Series may, subject as provided below, at its discretion give written notice to the Bank that such Instrument is, and it shall accordingly thereby immediately become, due and repayable at its principal amount (or such other redemption amount as may be specified in the relevant Final Terms) together with accrued interest (if any) thereon but subject to such Instrument only becoming due and payable, and to each Holder only being able to claim payment in respect of the Instruments in the winding-up or liquidation, as the case may be, of the Bank.

The Holder of any Instrument may at its discretion institute such proceedings against the Bank as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Bank under the Instruments (other than, without prejudice to paragraphs (i) and (ii) above, any obligation for the payment of any principal or interest in respect of the Instruments) provided that the Bank shall not by virtue of the institution of any such proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it, except with the prior approval of (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (in each such case, to the extent such approval is then required under the Applicable Banking Regulations). Any refusal by (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (if required) to grant its approval as described above will not constitute an event of default under the relevant Instruments.

7B.04 Any notice declaring the Instruments due under this Condition 7B shall become effective only when the Bank has received such written notices from the Holders of at least one-fifth in principal amount of the relevant Instruments then outstanding.

## 8. **Taxation**

8.01 All amounts payable (whether in respect of interest or, in the case of Unsubordinated Instruments only, principal, redemption amount or otherwise) in respect of the Instruments will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Finland or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Bank will pay such additional amounts as may be necessary in order that the net amounts receivable by any Holder after such withholding or deduction shall equal the respective amounts which would have been receivable by such Holder in the absence of such withholding or deduction; except that no such additional amounts shall be payable in respect of payment of any Bearer Instrument or Coupon:

- (i) presented for payment by, or by a third party on behalf of, a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Bearer Instrument or Coupon by reason of his having some connection with the Republic of Finland other than the mere holding of such Bearer Instrument or Coupon; or
- (ii) presented for payment more than thirty days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such thirtieth day; or
- (iii) presented for payment by or on behalf of a Holder who would not be liable or subject to such withholding or deduction if he were to make a declaration of non-residence or other claim for exemption but fails to do so; or
- (iv) presented for payment in the Republic of Finland,

and except that no such additional amounts shall be payable in respect of payment in respect of any Registered Instrument the Holder of which is liable to such taxes or duties assessments or governmental charges in respect of Registered Instruments by reason of his having some connection with the Republic of Finland other than the mere holding of such Registered Instrument or by or on behalf of a Holder who would not be liable or subject to such withholding or deduction if he were to make a declaration of non-residence or other claim for exemption but fails to do so.

Notwithstanding any other provision of these Terms and Conditions, any amounts to be paid on the Instruments by or on behalf of the Bank will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA**

**Withholding**"). Neither the Bank nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

In the case of Non-Preferred Senior Instruments and Tier 2 Instruments only, and notwithstanding the foregoing, the obligation to pay additional amounts by the Bank will be limited to payments of interest only.

8.02 For the purposes of this Condition 8, the "Relevant Date" means the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent or, as the case may be, the Registrar on or prior to such due date, it means the first date on which the full amount of such moneys has been so received and notice to that effect shall have been duly given to the Holders of the Instruments of the relevant Series in accordance with Condition 15.

8.03 Any reference in these Terms and Conditions to principal, redemption amount and/or interest in respect of the Instruments shall be deemed also to refer to any additional amounts which may be payable under this Condition 8 or any undertaking given in addition thereto or in substitution therefor.

## 9. **Substitution or Variation**

If this Condition 9 is specified in the relevant Final Terms as being applicable, then if a Capital Event or an MREL Disqualification Event has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*), the Bank may, upon the expiry of the appropriate notice and subject to the other provisions of this Condition 9 (without any requirement for the consent or approval of the Holders of the Instruments) either substitute all (but not some only) of the Instruments for, or vary the terms of the Instruments (including changing the governing law of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)) so that they remain or, as appropriate, become, Compliant Instruments, provided that, in each case:

- (i) such variation or substitution does not itself give rise to any right of the Bank to redeem the varied or substituted securities;
- (ii) such variation or substitution would not itself directly lead to a downgrade in any of the credit ratings solicited by the Bank of the Senior Non-Preferred Instruments or Tier 2 Instruments (as applicable) as assigned to such Senior Non-Preferred Instruments or Tier 2 Instruments (as applicable) by any Rating Agency immediately prior to such variation or substitution (unless any such downgrade is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)); and
- (iii) such variation or substitution is not materially less favourable to Holders of the relevant Instruments (unless any such prejudice is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)).

For the avoidance of doubt, any such substitution or variation shall not be deemed to be a modification or amendment for the purposes of Condition 14 (*Meetings of Holders; Modification*).

Any substitution or variation in accordance with this Condition 9 is subject to the Bank obtaining prior written consent of (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (in each such case, to the extent such approval is then required under the Applicable Banking Regulations) and complying with the rules of any competent authority, stock exchange and/or quotation system by or on which the Instruments are, for the time being, listed, traded and/or quoted.

Any refusal by (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority (if required) to grant its approval as described above will not constitute an event of default under the relevant Instruments.

The appropriate notice referred to in this Condition 9 is a notice given by the Bank to the Fiscal Agent and the Holders of the Instruments, which notice shall be irrevocable, shall be signed by two duly authorised officers of the Bank and shall specify:

- (a) that a Capital Event or an MREL Disqualification Event has occurred and is continuing or (as the case may be) the substitution or variation is, in the opinion of the Bank, considered necessary to ensure the effectiveness or enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*);
- (b) that (if applicable) the Bank has obtained the prior written consent of (in the case of the Tier 2 Instruments) the Competent Authority or (in the case of Senior Non-Preferred Instruments) the Competent Authority and/or the Resolution Authority, provided that at the relevant time such consent is required to be given;
- (c) that, in the opinion of the Bank, the substituted or varied Instruments will have terms not materially less favourable to an investor than the terms of the Instruments (unless any such prejudice is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)); and
- (d) the due date for such substitution or variation, which shall be not less than 30 nor more than 60 days after the date on which such notice is validly given.

In these Conditions:

**"Compliant Instruments"** means Instruments issued directly or indirectly by the Bank that:

- (a) other than in the case of a change to the governing law of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*) in order to ensure the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*), have terms which are not materially less favourable to an investor than the terms of the Instruments, as reasonably determined by the Bank, provided that such Instruments:
  - (i) contain terms which comply with the then current requirements in relation to the Bank's and/or the OP Financial Group's eligible liabilities and/or loss absorbing capacity (in the case of Senior Non-Preferred Instruments) or Tier 2 Capital (in the case of Tier 2 Instruments);
  - (ii) include terms which provide for the same Rate of Interest, Interest Payment Dates from time to time, Maturity Date and redemption rights applying to the Instruments;
  - (iii) rank *pari passu* with the Instruments; and
  - (iv) shall preserve any existing rights under the Conditions to any accrued interest which has not been satisfied;
- (b) where the Instruments have been listed, are listed on the Regulated Market or such other internationally recognised stock exchange as selected by the Bank; and
- (c) where the Instruments which have been substituted or varied had a published rating from a Rating Agency immediately prior to their substitution or variation each such Rating Agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Instruments (unless any downgrade of the rating is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*));

**"Rating Agency"** means S&P Global Ratings Europe Limited, Moody's Investors Service Ltd, their respective successors or any other internationally recognised rating agency rating the Instruments immediately prior to their substitution or variation; and

**"Tier 2 Capital"** has the meaning set out in Condition 3B.05.

10. **Payments**

10A. ***Payments – Bearer Instruments***

10A.01 This Condition 10A is applicable in relation to Instruments specified in the relevant Final Terms as being in bearer form.

10A.02 Payment of amounts (including accrued interest) due on the redemption of Bearer Instruments will be made against presentation and, save in the case of a partial redemption by reason of insufficiency of funds, surrender of the relevant Bearer Instruments at the specified office of any of the Paying Agents outside the United States.

10A.03 Payment of amounts due in respect of interest (and any other amounts due other than at final redemption) on Bearer Instruments will be made:

- (i) in the case of a Temporary Global Instrument or Permanent Global Instrument, against presentation of the relevant Temporary Global Instrument or Permanent Global Instrument at the specified office of any of the Paying Agents outside the United States and, in the case of a Temporary Global Instrument, upon due certification as required therein;
- (ii) in the case of Definitive Instruments without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Instruments at the specified office of any of the Paying Agents outside the United States; and
- (iii) in the case of Definitive Instruments delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons at the specified office of any of the Paying Agents outside the United States.

10A.04 If the due date for payment of any amount due (whether in respect of principal, interest or otherwise) in respect of any Bearer Instruments is not a Business Day, then the Holder thereof will not be entitled to payment thereof until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms and Conditions.

10A.05 Each Definitive Instrument initially delivered with Coupons attached thereto should be surrendered for final redemption together with all unmatured Coupons appertaining thereto, failing which:

- (i) in the case of Definitive Instruments which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time prior to the tenth anniversary of the due date of such final redemption or, if later, the fifth anniversary of the date of maturity of such Coupon; and
- (ii) in the case of Definitive Instruments which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupons relating to such Definitive Instruments (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

10B. ***Payments – Registered Instruments***

10B.01 This Condition 10B is applicable in relation to Instruments specified in the relevant Final Terms as being in registered form.

10B.02 Payment of amounts (including accrued interest) due on the final redemption of Registered Instruments will be made against presentation and, save in the case of a partial redemption by reason of insufficiency of funds, surrender of the relevant Registered Instruments at the specified office of the Registrar. If the due date for payment of the final redemption amount of Registered Instruments is not a Business Day, the Holder thereof will not be entitled to payment thereof until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms and Conditions.

10B.03 Payment of amounts (whether principal, interest or otherwise) due (other than in respect of the final redemption of Registered Instruments) in respect of Registered Instruments will be paid to the Holders thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar as at opening of business in London or, as the case may be, New York or Luxembourg time) on the fifteenth London or, as the case may be, New York or Luxembourg Banking Day before the due date for such payment (the "**Record Date**").

10B.04 Notwithstanding the provisions of Condition 10C.02, payments of principal, interest or otherwise due other than in respect of a final redemption of Registered Instruments will be made by a cheque which is drawn on a bank in the Relevant Financial Centre and which is posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint-Holders, the first-named) on the Business Day immediately preceding the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account.

10C. *Payments – General Provisions*

10C.01 Save as otherwise specified herein, this Condition 10C is applicable in relation to Instruments whether in bearer or in registered form.

10C.02 Payments of amounts due (whether in respect of principal, interest or otherwise) in respect of Instruments will be made by cheque drawn on, or by transfer to, an account maintained by the payee with, a bank in the Relevant Financial Centre. Payments will be subject in all cases to (i) any applicable fiscal or other laws and regulations, without prejudice to the provisions of Condition 0 and (ii) any withholding or deduction required pursuant to an agreement described in the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or (without prejudice to the provisions of Condition 0) any law implementing an intergovernmental approach thereto.

10C.03 For the purposes of these Terms and Conditions:

- (i) "**Business Day**" means (unless varied or restated in the relevant Final Terms):
  - in relation to Instruments denominated or payable in Euro, a day on which TARGET2 is operating;
  - in relation to Instruments denominated in any other currency, a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the Relevant Financial Centre; and
  - in relation to payments due upon presentation and/or surrender of any Instruments or Coupon, a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the relevant place of presentation and/or surrender;
- (ii) "**CIBOR**" means, in respect of Danish Kroner and for any specified period, the interest rate benchmark known as the Copenhagen interbank offered rate;
- (iii) "**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate;
- (iv) "**Euro zone**" means the zone comprising the Member States of the European Union which adopt or have adopted the Euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended;
- (v) "**HIBOR**" means, in respect of Hong Kong Dollars and for any specified period, the interest rate benchmark known as the Hong Kong interbank offered rate;
- (vi) "**Interest Determination Date**" means the date specified as such in the relevant Final Terms, or if none is so specified: (a) in the case of CIBOR, the second Principal Financial Centre Banking Day prior to the first day of the relevant Interest Period; (b) in the case of EURIBOR, the second TARGET2 Settlement Day before the first day of the relevant

Interest Period; (c) in the case of HIBOR, the first Principal Financial Centre Banking Day of the relevant Interest Period; (d) in the case of JIBAR, the first Principal Financial Centre Banking Day of the relevant Interest Period; (e) in the case of KLIBOR, the first Principal Financial Centre Banking Day of the relevant Interest Period; (f) in the case of LIBOR, the second London Banking Day before the first day of the relevant Interest Period, or in the case of Instruments denominated in Pounds Sterling, the first London Banking Day of the relevant Interest Period or in the case of Euro-LIBOR, the second TARGET2 Settlement Day before the first day of the relevant Interest Period; (g) in the case of NIBOR, the second Principal Financial Centre Banking Day before the first day of the relevant Interest Period; (h) in the case of SHIBOR, the second Principal Financial Centre Banking Day before the first day of the relevant Interest Period; (i) in the case of SIBOR, the second Principal Financial Centre Banking Day before the first day of the relevant Interest Period; (j) in the case of STIBOR, the second Principal Financial Centre Banking Day before the first day of the relevant interest period; (k) in the case of TIBOR, the second Principal Financial Centre Banking Day before the first day of the relevant Interest Period; (l) in the case of TIIE, the first Principal Financial Centre Banking Day before the first day of the relevant Interest Period; (m) in the case of TRLIBOR, the second Principal Financial Centre Banking Day before the first day of the relevant Interest Period;

- (vii) "**JIBAR**" means, in respect of South African Rand and for any specified period, the interest rate benchmark known as the Johannesburg interbank agreed rate;
- (viii) "**KLIBOR**" means, in respect of Malaysian Ringgit and for any specified period, the interest rate benchmark known as the Kuala Lumpur interbank offered rate;
- (ix) "**LIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the London interbank offered rate;
- (x) "**NIBOR**" means, in respect of Norwegian Kroner and for any specified period, the interest rate benchmark known as the Norwegian interbank offered rate;
- (xi) "**Relevant Financial Centre**" means:
  - in relation to Instruments denominated in Japanese Yen, Tokyo;
  - in relation to Instruments denominated in Pounds Sterling, London;
  - in relation to Instruments denominated in United States Dollars, New York City;
  - in relation to Instruments denominated in any other currency, such financial centre or centres as may be specified in relation to the relevant currency and for the purposes of the definition of "**Business Day**" in the 2006 ISDA Definitions (as amended and updated from time to time), as published by the International Swaps and Derivatives Dealers Association, Inc.; and
  - any Additional Business Centre(s) specified in the relevant Final Terms;
- (xii) "**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Instruments specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Terms and Conditions and/or the relevant Final Terms;
- (xiii) "**Relevant Time**" means the time specified as such in the relevant Final Terms, or if none so specified: (a) in the case of CIBOR, 11.00 a.m. Copenhagen time; (b) in the case of EURIBOR, 11.00 a.m. Brussels time; (c) in the case of HIBOR, 11.00 a.m. Hong Kong time; (d) in the case of JIBAR, 11.00 a.m. Johannesburg time; (e) in the case of KLIBOR, 11.00 am. Kuala Lumpur time; (f) in the case of LIBOR, 11.00 a.m. London time; (g) in the case of NIBOR, 12.00 p.m. Oslo time; (h) in the case of SHIBOR, 11.30 a.m. Beijing time; (i) in the case of SIBOR, 11.00 Singapore time; (j) in the case of STIBOR, 11.00 Stockholm time; (k) in the case of TIBOR, 11.00 a.m. Tokyo time; (l) in the case of TIIE, 2.30 p.m. Mexico City time; and (m) in the case of TRLIBOR, 11.15 a.m. Istanbul time;

- (xiv) "**SHIBOR**" means, in respect of Renminbi and for any specified period, the interest rate benchmark known as the Shanghai interbank offered;
- (xv) "**SIBOR**" means, in respect of Singapore Dollars and for any specified period, the interest rate benchmark known as the Singapore interbank offered rate;
- (xvi) "**STIBOR**" means, in respect of Swedish Kronor and for any specified period, the interest rate benchmark known as the Stockholm interbank offered rate;
- (xvii) "**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;
- (xviii) "**TARGET Settlement Day**" means any day on which TARGET2 is open for the settlement of payments in Euro;
- (xix) "**TIBOR**" means, in respect of Japanese Yen and for any specified period, the interest rate benchmark known as the Tokyo interbank offered rate;
- (xx) "**TIE**" means, in respect of Mexican Peso and for any specified period, the interest rate benchmark known as the Mexican interbank equilibrium interest rate; and
- (xxi) "**TRLIBOR**" means, in respect of Turkish Lira and for any specified period, the interest rate benchmark known as the Turkish Lira interbank offered rate.

## 11. **Prescription**

- 11.01 Bearer Instruments and Coupons will become void unless presented for payment within ten years (or, in the case of Coupons and save as provided in Condition 10A.05, five years) after the due date for payment.
- 11.02 Claims against the Bank in respect of Registered Instruments will be prescribed unless made within ten years (or, in the case of claims in respect of interest, five years) after the due date for payment.

## 12. **The Paying Agents and the Registrar**

The initial Paying Agents and Registrar and their respective initial specified offices are specified below. The Bank reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Registrar and to appoint additional or other Paying Agents or another Registrar *provided that* it will at all times maintain (i) a Fiscal Agent, (ii) a Registrar, (iii) a Paying Agent with a specified office in continental Europe (but outside the United Kingdom) and (iv) if and for so long as the Instruments are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Registrar in any particular place, a Paying Agent and/or Registrar, as applicable, having its specified office in the place required by such listing authority, stock exchange and/or quotation system. The Paying Agents and the Registrar reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agents or the Registrar will be notified promptly to the Holders.

## 13. **Replacement of Instruments**

If any Instrument or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (in the case of Bearer Instruments and Coupons) or of the Registrar (in the case of Registered Instruments), subject to all applicable laws and the requirements of any stock exchange on which the relevant Instruments are listed, upon payment by the claimant of all expenses incurred in such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Bank and the Fiscal Agent or, as the case may be, the Registrar may require. Mutilated or defaced Instruments and Coupons must be surrendered before replacements will be delivered therefor.



#### 14. **Meetings of Holders; Modification**

- 14.01 The Fiscal Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of the Holders of Instruments of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of these Terms and Conditions. An Extraordinary Resolution passed at any meeting of the Holders of Instruments of any Series will be binding on all Holders of such Series, whether or not they are present at the meeting and on all Couponholders (if any).
- 14.02 The Fiscal Agency Agreement may be modified or amended by the parties thereto, without the consent of the Holders of any Instruments or Coupons, in any way in which the parties thereto agree is not materially prejudicial to the interests of the Holders of such Instruments or Coupons or which is of a formal, minor or technical nature or which is necessary to correct a manifest error. The Bank may, with the consent of the Fiscal Agent, but without the consent of the Holders of any Instruments or Coupons, amend these Terms and Conditions and the Deed of Covenant insofar as they may apply to such Instruments to correct a manifest error.
- 14.03 Additionally, the Bank may, subject to Condition 5G, vary or amend these Terms and Conditions and/or the Fiscal Agency Agreement to give effect to Benchmark Amendments without any requirement for the consent or approval of Holders of the relevant Instruments or Coupons, as described in Condition 5G (*Benchmark Discontinuation*).

#### 15. **Notices**

##### *To Holders of Bearer Instruments*

- 15.01 Notices to Holders of Bearer Instruments will, save where another means of effective communication has been specified in the relevant Final Terms, be deemed to be validly given if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times* or, if such publication is not practicable, if published in a leading English-language newspaper having general circulation in Europe), **provided that**, in the case of Instruments admitted to listing and/or trading on any stock exchange, the requirements of such stock exchange or listing authority have been complied with. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of first such publication).

##### *To Holders of Registered Instruments*

- 15.02 Notices to Holders of Registered Instruments will be deemed to be validly given if sent by first class mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth Business Day after the date of such mailing.

##### *To the Bank*

- 15.03 Notices to the Bank will be deemed to be validly given if delivered to OP Corporate Bank plc, Gebhardinaukio 1, FIN-00510 Helsinki and clearly marked on their exterior "Urgent – Attention: OP Corporate Bank plc – Legal Services" (or at such other address and for such other attention as may have been notified to the Holders of the Instruments in accordance with this Condition 15) and will be deemed to have been validly given at the opening of business on the next day on which the Bank's principal office is open for business.

#### 16. **Redenomination**

- 16.01 *Redenomination*: Where redenomination is specified in the applicable Final Terms as being applicable, the Bank may, without the consent of the Holders of the Instruments or Coupons, on giving prior notice to the Fiscal Agent, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Holders in accordance with Condition 15, elect that, with effect from the Redenomination Date specified in the notice, the Instruments shall be redenominated in Euro.

The election will have effect as follows:

- (a) the Instruments and the Receipts shall be deemed to be redenominated in Euro in the denomination of Euro 0.01 with a nominal amount for each Instrument and Receipt equal to the nominal amount of that Instrument or Receipt in the Specified Currency, converted into Euro at the Established Rate established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Union regulations), provided that, if the Bank determines, with the agreement of the Fiscal Agent, that the then market practice in respect of the redenomination in Euro 0.01 of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Bank shall promptly notify the Holders, the listing authority, stock exchange (and/or quotation system) (if any) on which the Instruments may be listed and the Paying Agents of such deemed amendments;
- (b) save to the extent that an Exchange Notice has been given in accordance with paragraph (c) below, the amount of interest due in respect of the Instruments will be calculated by reference to the aggregate nominal amount of Instruments presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant Holder and the amount of such payment shall be rounded down to the nearest Euro 0.01;
- (c) if Definitive Instruments are required to be issued after the Redenomination Date, they shall be issued at the expense of the Bank in the denomination of Euro 100,000 and thereafter in the denominations of Euro 1,000, Euro 10,000, Euro 100,000 and (but only to the extent of any remaining amounts less than Euro 1,000 or such smaller denominations as the Fiscal Agent may approve) Euro 0.01 and such other denominations as the Fiscal Agent shall determine and notify to the Holders;
- (d) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Instruments) will become void with effect from the date on which the Bank gives notice (the "**Exchange Notice**") that replacement Euro-denominated Instruments, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Instruments and Receipts so issued will also become void on that date although those Instruments and Receipts will continue to constitute valid exchange obligations of the Bank. New Euro-denominated Instruments, Receipts and Coupons will be issued in exchange for Instruments, Receipts and Coupons denominated in the Specified Currency in such manner as the Fiscal Agent may specify and as shall be notified to the Holders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Instruments;
- (e) after the Redenomination Date, all payments in respect of the Instruments, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in Euro as though references in the Instruments to the Specified Currency were to Euro. Payments will be made in Euro by credit or transfer to a Euro account maintained by the payee with a bank in the principal financial centre of any Member State of the European Union (or any other account to which Euro may be credited or transferred) specified by the payee or, at the option of the payee, by a Euro cheque;
- (f) if the Instruments are Fixed Rate Instruments and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated:
  - (i) in the case of Instruments represented by a global Instrument, by applying the Rate of Interest to the full nominal amount outstanding of the Instruments, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention; and

- (ii) in the case of Definitive Instruments, by applying the Rate of Interest to the Calculation Amount, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention and then multiplying such rounded figure by the number of times the relevant Definitive Instrument can be divided by the Calculation Amount; and
- (g) if the Instruments are Floating Rate Instruments, the applicable Final Terms will specify any relevant changes to the provisions relating to interest.

16.02 *Definitions:* In these Conditions, the following expressions have the following meanings:

**"Established Rate"** means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with European Union Regulations) into Euro established by the Council of the European Union pursuant to the Treaty;

**"Euro"** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

**"Redenomination Date"** means (in the case of interest bearing Instruments) any date for payment of interest under the Instruments or (in the case of Zero Coupon Instruments) any date, in each case specified by the Bank in the notice given to the Holders pursuant to Condition 16.01 above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union;

**"Specified Currency"** means the currency specified in the relevant Final Terms; and

**"Treaty"** means the Treaty on the Functioning of the European Union, as amended.

## 17. **Further Issues**

The Bank may from time to time without the consent of the Holders of any Instruments of any Series create and issue further instruments, bonds or debentures having the same terms and conditions as the Instruments of such Series in all respects (or in all respects except for the first payment of interest, if any, on them) so as to form a single series with the Instruments of such Series.

## 18. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Instruments under the Contracts (Rights of Third Parties) Act 1999.

## 19. **Law and Jurisdiction**

19.01 *Governing law:* The Instruments, the Fiscal Agency Agreement and the Deed of Covenant and any non-contractual obligations arising out of or in connection with the Instruments, the Fiscal Agency Agreement and the Deed of Covenant are governed by English law, except that the provisions set out in Conditions 3B (*Status - Senior Non-Preferred Instruments*) and 3C (*Status - Tier 2 Instruments*) and any non-contractual obligations arising out of or in connection with them are governed by Finnish law.

19.02 *English courts:* The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with the Instruments or any non-contractual obligation arising out of or in connection with the Instruments.

19.03 *Appropriate forum:* The Bank agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

19.04 *Rights of the Holders of the Instruments to take proceeding outside England:* Condition 19.02 is for the benefit of the Holders of the Instruments only. As a result, nothing in this Condition 19 prevents any Holders of the Instruments from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Holders of the Instruments may take concurrent Proceedings in any number of jurisdictions.

- 19.05 *Process agent*: The Bank agrees that the documents which start any Proceedings in England and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to SH Process Agents Limited, 1 Finsbury Circus, London EC2M 7SH or, if different, its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Bank in England, the Bank shall, on the written demand of the Fiscal Agent addressed and delivered to the Bank, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Fiscal Agent shall be entitled to appoint such a person by written notice addressed to the Bank and delivered to the Bank. Nothing in this paragraph shall affect the right of any Holder of the Instruments to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.
- 19.06 The Bank agrees to pay any stamp, registration, documentary or other duties or taxes payable in connection with the enforcement of any Instrument or Coupon where such duties or taxes are incurred in connection with the enforcement of any such Instrument or Coupon and where such duties or taxes are incurred in connection with any Proceedings resulting in a decision in favour of the Holder of such Instrument or Coupon. In addition, the Bank hereby agrees to indemnify the Holder of any Instrument or Coupon in respect of any stamp duty incurred by such Holder as a pre-condition to the Courts of the Republic of Finland admitting any Instrument or Coupon in evidence and where such stamp duty is incurred in connection with any Proceedings resulting in a decision in favour of the Holder of such Instrument or Coupon.

**20. Acknowledgement of Bail-in and Loss Absorption Powers**

- 20.1 Notwithstanding, and to the exclusion of, any other term of the Instruments or any other agreements, arrangements or understanding between the Bank and any Holder (which, for the purposes of this Condition 20, includes each holder of a beneficial interest in the Instruments), by its acquisition of the Instruments, each Holder of Instruments acknowledges and accepts that any liability arising under the Instruments may be subject to the exercise of Bail-in and Loss Absorption Powers by the Competent Authority and/or the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effect of the exercise of any Bail-in and Loss Absorption Powers by the Competent Authority and/or the Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:
    - (i) the reduction of all, or a portion, of the Relevant Amounts in respect of the Instruments;
    - (ii) the conversion of all, or a portion, of the Relevant Amounts in respect of the Instruments into shares, other securities or other obligations of the Bank or another person, and the issue to or conferral on the Holder of Instruments of such shares, securities or obligations, including by means of an amendment, modification or variation of the terms of the Instruments;
    - (iii) the cancellation of the Instruments or the Relevant Amounts in respect of the Instruments; and
    - (iv) amendment of the amount of interest payable on the Instruments, or the date on which interest becomes payable, including by suspending payment for a temporary period; and
  - (b) the variation of the terms of the Instruments, if necessary, to give effect to the exercise of any Finnish bail-in power by the Competent Authority and/or the Resolution Authority.
- 20.2 By its acquisition of the Instruments, each Holder (including, for these purposes, each holder of a beneficial interest in the Instruments): (a) acknowledges, accepts, consents and agrees to be bound by the exercise of any Finnish bail-in power as it may be exercised without any prior notice by the Competent Authority and/or the Resolution Authority of its decision to exercise such power with respect to such Instruments; and (b) shall be deemed to have authorised, directed and requested Euroclear and Clearstream, Luxembourg, any accountholder in Euroclear or Clearstream, Luxembourg or other intermediary through which it holds such Instruments to take any and all necessary action, if required, to implement the exercise of any Finnish bail-in power with respect

to such Instruments as it may be exercised, without any further action or direction on the part of such Holder, the Fiscal Agent, any Paying Agent or the Registrar.

- 20.3 Upon the exercise of any Finnish bail-in power by the Competent Authority and/or the Resolution Authority with respect to the Instruments, the Bank will provide a written notice to the Holders in accordance with Condition 15 (*Notices*) as soon as practicable regarding such exercise of the Finnish bail-in power for the purpose of notifying Holders of such occurrence. The Bank will also deliver a copy of such notice to the Fiscal Agent, the Registrar and the Paying Agents for information purposes.
- 20.4 Neither a reduction or cancellation, in part or in full, of the principal or any other redemption amount of, or any interest on, the Instruments or any other outstanding amounts due under or in respect of the Instruments, the conversion thereof into another security or obligation of the Bank or another person, as a result of the exercise of any Finnish bail-in power by the Competent Authority and/or the Resolution Authority with respect to the Bank, nor the exercise of any Finnish bail-in power by the Competent Authority and/or the Resolution Authority with respect to the Instruments pursuant to this Condition 20, will be an Event of Default.

In these Conditions:

**"Bail-in and Loss Absorption Powers"** means any loss absorption, write-down, conversion, transfer, modification, suspension or similar or resolution related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Finland, relating to (i) the transposition of the BRRD or the application of the SRM Regulation and (ii) the instruments, rules and standards created under the BRRD or the SRM Regulation, pursuant to which any obligation of the Bank (or any affiliate of the Bank) can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Bank or any other person (or suspended for a temporary period); and

**"Relevant Amounts"** means the outstanding principal amount of the Instruments, together with any accrued but unpaid interest and additional amounts due on the Instruments. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Bail-in and Loss Absorption Powers by the Competent Authority and/or the Resolution Authority.

## GREEN BONDS

### Green Bond Framework

The "OP Financial Group Green Bond Framework" (the "**Green Bond Framework**") was published on 12 November 2018. The Green Bond Framework supports the target of fostering a sustainable economy, included in OP's Corporate Social Responsibility Programme and follows the guidelines of the International Capital Market Association's *Green Bond Principles (2018)* (the "**Green Bond Principles**").

Under the Green Bond Framework, OP Financial Group ("**OP**"), via the Bank or any other issuing entity, may issue Green Bonds (each, a "**Green Bond**") in various formats. Instruments issued under the Programme may therefore be designated as Green Bonds.

### Use of Proceeds

An amount equivalent to the proceeds of each Green Bond will be exclusively used to finance, or refinance, in whole or in part, projects and businesses that promote sustainable economy and provide clear environmental benefit ("**Eligible Assets**") and belong to the "**Eligible Sectors**": (1) Renewable Energy, (2) Energy Efficiency, (3) Green Building, (4) Pollution Prevention and Control, (5) Sustainable Land Use and (6) Clean Transportation (each as defined below).

The Eligible Assets are required to meet the following ("**Eligibility Criteria**"):

<i>Eligible Sector</i>	<i>Green Bond Eligibility Criteria</i>
Renewable Energy	<p>Loans to finance projects and businesses dedicated to the development, manufacturing, construction, operation, distribution and maintenance of renewable energy:</p> <ul style="list-style-type: none"> <li>• Offshore and onshore wind</li> <li>• Solar energy</li> <li>• Hydropower: <ul style="list-style-type: none"> <li>○ Nordic (Finland, Sweden, Norway or Denmark) hydro power plants excluding construction of new large-scale hydro plants (&gt;20MW)</li> <li>○ Refurbishment or refinancing of large hydro power plants (&gt;20MW), <i>provided that</i> the size of the water reservoir is not increased, and the project is assessed and deemed to be compliant with local regulations</li> </ul> </li> <li>• Waste to energy (including energy from by-products of the forest sector, but excluding biomass derived from sources of high biodiversity that compete with food sources or deplete carbon pools)</li> </ul>
Energy Efficiency	<p>Loans to finance projects and businesses dedicated to energy efficiency:</p> <p>Infrastructure, equipment, technology and processes that reduce energy consumption and increase energy efficiency (such as transmission and distribution infrastructure that results in reduced energy losses, smart grids and energy storage, but excluding energy efficiency improvement in fossil-fuel technologies). Efficiency improvements should be at least 10% or otherwise approved by the Green Bond Committee (as defined below)</p>
Green Buildings	<p>Loans to finance projects and business dedicated to:</p> <ol style="list-style-type: none"> <li>1. Commercial or residential buildings that have obtained any of the following certifications:</li> </ol>

<i>Eligible Sector</i>	<i>Green Bond Eligibility Criteria</i>
	<ul style="list-style-type: none"> <li>• Leadership in Energy and Environmental Design (LEED) "gold" or better;</li> <li>• Building Research Establishment Environmental Assessment Method (BREEAM) "very good" or better;</li> <li>• The Nordic Swan Ecolabel (Svanen) certification; or</li> <li>• Any other equivalent regional recognised certification with similar standards</li> </ul> <p>OR</p> <p>2. New or recently built commercial or public real estate buildings that are in class B or better in the Finnish energy classification for buildings</p> <p>OR</p> <p>3. Upgrade retrofits (renovations and refurbishments of buildings):</p> <ul style="list-style-type: none"> <li>• Leading to better Energy Performance Certificates (EPCs); or</li> <li>• Leading to energy use that is at least 15% lower than that required by the applicable national building code for comparable buildings</li> </ul>
Pollution Prevention and Control (including Sustainable Water Management)	<p>Loans to finance projects and businesses dedicated to:</p> <ul style="list-style-type: none"> <li>• Pollution prevention and control including a reduction of air emissions, greenhouse gas control, soil remediation, waste prevention, waste reduction and waste recycling</li> <li>• Sustainable water and wastewater management including sustainable infrastructure for clean and/or drinking water, wastewater treatment and sustainable urban drainage systems</li> <li>• Eco-efficient and/or circular economy adapted products, production technologies and processes (e.g., the reduction of packaging or innovation contributing to reduction and recyclability of packaging) or development and the introduction of environmentally sustainable products with an eco-label or environmental certification and resource-efficient packaging and distribution</li> </ul>
Sustainable Land Use	<p>Loans to finance projects and businesses dedicated to:</p> <ul style="list-style-type: none"> <li>• Sustainable forestry projects with a certification from the Forest Stewardship Council (FSC) or the Programme for the Endorsement of Forest Certification (PEFC)</li> <li>• The conversion of land from energy-intensive industry and/or fossil fuel intensive use to greenzones, conservation areas or energy-neutral urban districts (e.g., "highways to bikeways" projects)</li> <li>• Sustainable agriculture, in the EU comprising organic farming as certified in compliance with EU and national regulations</li> </ul>

<i>Eligible Sector</i>	<i>Green Bond Eligibility Criteria</i>
Clean Transportation	<p>Loans to finance projects and businesses dedicated to clean transportation such as:</p> <ul style="list-style-type: none"> <li>• Electric and hybrid vehicles or mobility as a service and the supporting infrastructure (e.g. IT upgrades, signalling, communication technologies and charging infrastructure)</li> <li>• Projects, activities and technology that support clean transportation infrastructure (including but not limited to expansion and improvements of train, tram, metro networks and bicycle schemes but excluding infrastructure that is primarily dedicated for transportation of fossil fuels)</li> </ul>

Projects or businesses that are involved in the following sectors will not be eligible for Green Bond financing by OP:

- the financing of the production of and trade in weapons and ammunition of any kind;
- direct financing of nuclear or fossil-fuel energy generation;
- gambling, casinos and related businesses; and
- other possible identified risky industries defined in OP's internal customer selection guidelines.

#### **Evaluation and Selection**

OP has established a dedicated committee with responsibility for governing and monitoring the Green Bond Framework (the "**Green Bond Committee**"). Eligible Assets are subject to both the conventional OP credit process and the Green Bond evaluation and selection process (including Eligibility Assessment for Dedicated Businesses), which are complementary.

#### **Management of Proceeds**

OP will establish a specific "Green Bond Register" in relation to each Green Bond issuance for tracking the Eligible Assets and the allocation of the net proceeds from each Green Bond.

The Eligible Assets of each issued Green Bond as well as Eligible Sectors of the Green Bond Framework will be reviewed monthly. If an asset no longer meets the eligibility criteria, OP will propose to remove the loan from the Green Bond Register and replace it with a potential Eligible Asset, subject to availability. Proposed changes to the Green Bond Register will be reviewed and approved quarterly by the Green Bond Committee.

Until the full allocation of the proceeds to Eligible Assets, OP intends to maintain an aggregate amount of assets in the Green Bond Register that is at least equal to the aggregate net proceeds of all outstanding OP Green Bonds. However, there may be periods when a sufficient aggregate amount of Eligible Assets has not yet been allocated to the Green Bond Register to fully cover the proceeds of each Green Bonds. Any portion of the net proceeds of Green Bonds that have not been allocated to Eligible Assets in the Green Bond Register will be held in accordance with OP's conventional liquidity management policy.

#### **Dedicated Businesses**

OP will maintain a "Green Asset Register" in which it will initially include a significant proportion of loans to dedicated businesses meeting the eligibility criteria. To provide investors with a robust and ambitious investment framework, OP has put in place a specific assessment procedure (the Eligibility Assessment for Dedicated Businesses) and commits to report on the use of proceeds allocation to such dedicated companies. The procedure provides a three steps selection check-list including:

- Clear exclusion criteria;
- Environmental, social and governance ("**ESG**") performance assessment at company level; and



- Specific checklist for each eligibility criteria in line with the Green Bond Principles definition of "pure players". The dedicated businesses are expected to derive more than 90 per cent. of their turnover from environmental friendly activities, which are in line with the Green Bond Framework. Moreover, the part of the turnover that is not classified as "green" is not allowed to be in any means environmentally harmful (environmentally neutral activities).

### **Reporting**

OP will publish annually (until full allocation of the proceeds of OP Green Bonds to Eligible Assets) a Green Bond report on its website that will include at least:

- the (aggregated) amount of net proceeds allocated to each of the Eligible Sectors together with a description of the types of businesses and projects financed;
- the origination timeframe and maturity profile of the loans per Eligible Sector category; and
- the remaining balance of net proceeds which have not yet been allocated to Green Assets.

Where appropriate and subject to confidentiality arrangements and competition issues, examples of eligible businesses and projects that have been financed or refinanced by the net proceeds of Green Bonds shall also be disclosed.

### **External Review and Verification**

OP has engaged Sustainalytics N.V. to act as an independent provider of a second party opinion (the "**Second Party Opinion**") on the Green Bond Framework.

OP will request on an annual basis, starting one year after issuance of the first OP Green Bond and until maturity, a limited assurance report of the allocation on the Green Bond proceeds to Eligible Assets, initially provided by OP Financial Group's external auditor.

### **Documents Available for Inspection**

Copies of the Green Bond Framework, the Second Party Opinion of Sustainalytics N.V. and any reports prepared by the Bank or at its request (as described under the sections "*Reporting*" and "*External Review and Verification*") may be obtained by investors from [www.op.fi/debtinvestors](http://www.op.fi/debtinvestors).

None of these documents is incorporated into, or forms part of, the Base Prospectus, nor is the Bank's website incorporated by reference in this Base Prospectus.

## **USE OF PROCEEDS**

The proceeds of the issue of each Series of Instruments will be used by the Bank for general corporate purposes. If, in respect of any particular issue of Instruments, there is a particular identified use of proceeds or the Instruments are being issued as Green Bonds, this will be specified in the applicable Final Terms.

## PRO FORMA FINAL TERMS

*The Final Terms in respect of each Tranche of Instruments (other than Non-PD Instruments) will be substantially in the following form, duly completed to reflect the particular terms of the relevant Instruments and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.*

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>1</sup>

**MiFID II product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Instruments has led to the conclusion that: (i) the target market for the Instruments is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Instruments (a "**distributor**") should take into consideration the manufacturer[’s/s] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining the manufacturer[’s/s] target market assessment) and determining appropriate distribution channels.

**[Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A of the SFA) that the Instruments are ["prescribed capital markets products"]/"capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and ["Excluded Investment Products"]/"Specified Investment Products"] (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]<sup>2</sup>

### Final Terms dated [•]

#### **OP Corporate Bank plc**

*(Incorporated in Finland with limited liability)*  
(the "**Bank**" or the "**Issuer**")

Legal Entity Identifier: 549300NQ588N7RWKBP98

Issue of [Aggregate Nominal Amount of Tranche] [Title of the Instruments]  
under the **EUR 20,000,000,000 Programme for the Issuance of Debt Instruments**

### **Part A – Contractual Terms**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the base prospectus dated 15 February 2019 [and the supplemental Base Prospectus dated [•]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (as amended or superseded) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Instruments described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Bank and the offer of the Instruments is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented].

<sup>1</sup> Include where Part A item 31 of the Final Terms specifies "Applicable".

<sup>2</sup> For any Notes to be offered to Singapore investors, the Bank to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions which are set forth in the base prospectus dated [*original date*] (the "**Conditions**") incorporated by reference in the base prospectus dated 15 February 2019 (the "**Base Prospectus**"). This document constitutes the Final Terms of the Instruments described herein for the purposes of Article 5.4 of Directive 2003/71/EC (as amended or superseded) (the "**Prospectus Directive**") and must be read in conjunction with the Base Prospectus [and the supplemental Base Prospectus[es] dated [•]], which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive, save in respect of the Conditions. Full information on the Bank and the offer of the Instruments is only available on the basis of the combination of these Final Terms, the Base Prospectus[, the supplemental Base Prospectuses dated [•] and [•]] and the Conditions.]

The Base Prospectus [and the supplemental Base Prospectus[es]] [is] [are] available for viewing (i) during normal business hours at the registered office of OP Corporate Bank plc at Gebhardinaukio 1, FIN-00510 Helsinki, Finland and the offices of The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL, United Kingdom and (ii) on the websites of OP Corporate Bank plc ([www.op.fi/op-financial-group/debt-investors/issuers/op-corporate-bank-plc/emtn-base-prospectuses](http://www.op.fi/op-financial-group/debt-investors/issuers/op-corporate-bank-plc/emtn-base-prospectuses)) and the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") ([www.ise.ie](http://www.ise.ie)). [The Conditions are available for viewing (i) during normal business hours at the registered office of OP Corporate Bank plc at Gebhardinaukio 1, FIN-00510 Helsinki, Finland and the offices of The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL, United Kingdom and (ii) on the website of OP Corporate Bank plc ([www.op.fi/op-financial-group/debt-investors/issuers/op-corporate-bank-plc/emtn-base-prospectuses](http://www.op.fi/op-financial-group/debt-investors/issuers/op-corporate-bank-plc/emtn-base-prospectuses)).] [Copies of the Base Prospectus [and the supplemental Base Prospectus[es]] [and the Conditions] may also be obtained from the registered office of OP Corporate Bank plc at Gebhardinaukio 1, FIN-00510 Helsinki, Finland and the offices of The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL, United Kingdom.]

- |    |  |  |
|----|--|--|
| 1. | Issuer:  | OP Corporate Bank plc  |
| 2. | [(i)] Series Number:                                   | [•]  |
|    | [(ii)] Tranche Number:                                 | [•]  |
|    | [(iii)] Date on which the Instruments become fungible: | [Not Applicable]/[•]   |
| 3. | Specified Currency or Currencies:                      | [•]  |
| 4. | Aggregate Nominal Amount of Instruments:               | [•]  |
|    | [(i)] Series:  | [•]  |
|    | [(ii)] Tranche:  | [•]  |
| 5. | Issue Price:   | [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]   |
| 6. | (i) Specified Denominations:                           | [•] [and integral multiples of [•] in excess thereof up to and including [•]. No Definitive Instruments will be issued with a denomination above [•].] |
|    | (ii) Calculation Amount:                               | [•]  |
| 7. | [(i)] Issue Date:                                      | [•]  |
|    | [(ii)] Interest Commencement Date:                     | [•]  |
| 8. | Maturity Date:   | [•]  |
| 9. | Interest Basis:  | [[•] per cent. Fixed Rate]   |

- [CIBOR]/[EURIBOR]/[HIBOR]/[JIBAR]/  
 [KLIBOR]/[LIBOR]/[NIBOR]/[SHIBOR]/  
 [SIBOR]/[STIBOR]/[TIBOR]/[TIIE]/[TRLIBOR]  
 [+/- [•] per cent. Floating Rate]  
 [Zero Coupon]  
 [Condition [5A. (Interest – Fixed Rate)]  
 [5B. (Interest – Floating Rate)]  
 [5C. (Swap-Related (ISDA)]  
 [5F. (Interest – Resetable Instruments)]  
 (see paragraph [16/17/18/19] below)]
10. Redemption/Payment Basis: [[Redemption at par]/*specify an amount above par*]  
 of the Aggregate Nominal Amount]
11. Change of Interest or Redemption/  
 Payment Basis: [[•]/Not Applicable]  
*(Specify the date when any relevant change (e.g.,  
 fixed rate to floating rate) occurs or refer to  
 paragraphs 16/17/18/19 (as appropriate) below and  
 identify these)*
12. Put/Call Options: [Investor Put]  
 [Issuer Call]  
 [Not Applicable]
13. (i) Status of the Instruments: [Tier 2 Instruments / Senior Non-Preferred  
 Instruments / Unsubordinated Instruments]
- (ii) Unsubordinated Instruments  
 Waiver of Set-Off: [Applicable]/[Not Applicable]
14. [Date Board approval for issuance of  
 Instruments obtained: [•]]
15. Method of distribution: [Syndicated]/[Non-syndicated]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. **Fixed Rate Instrument Provisions** [Applicable]/[Not Applicable]
- (i) Rate[(s)] of Interest: [•] per cent. per annum payable in arrear on such  
 Interest Payment Date
- (ii) Interest Payment Date(s): [•] in each year
- (iii) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (iv) Broken Amount(s): [•] per Calculation Amount, payable on the Interest  
 Payment Date falling [in/on] [•] / [Not Applicable]
- (v) Day Count Fraction: [Actual/Actual (ICMA)]/[30/360]
17. **Resetable Instrument Provisions** [Applicable]/[Not Applicable]
- (i) Initial Rate of Interest: [•] per cent. per annum payable in arrear on such  
 Interest Payment Date
- (ii) First Reset Margin: [+/-][•] per cent. per annum  
 [Not Applicable]
- (iii) Subsequent Reset Margin: [+/-][•] per cent. per annum

		[Not Applicable]
(iv)	Interest Payment Date(s):	[•] in each year
(v)	First Reset Date:	[•]
(vi)	Second Reset Date:	[•][Not Applicable]
(vii)	Subsequent Reset Dates:	[•],[•][Not Applicable]
(viii)	Day Count Fraction:	[Actual/Actual (ICMA)]/[30/360]
(ix)	Business Day Centre(s):	[•]
(x)	Relevant Screen Page:	[•]
(xi)	Mid-Rate Swap:	[Single Mid-Swap Rate]/ [Mean Mid-Swap Rate]
(xii)	Mid-Swap Maturity:	[•]
18.	<b>Floating Rate Instrument Provisions</b>	[Applicable]/[Not Applicable]
(i)	Interest Period(s):	[•]
(ii)	Specified Interest Payment Dates:	[•]
(iii)	First Interest Payment Date:	[•]
(iv)	Business Day Convention:	[Floating Rate Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]
(v)	Business Centre(s):	[•]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination]
(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent):	[•]/[Not Applicable]
(viii)	Screen Rate Determination:	
	• Reference Rate:	[CIBOR]/[EURIBOR]/[HIBOR]/[JIBAR]/ [KLIBOR]/[LIBOR]/[NIBOR]/[SHIBOR]/ [SIBOR]/[STIBOR]/[TIBOR]/[TIIE]/[TRLIBOR] [(or any successor or replacement rate)]
	• Relevant Time:	[•]
	• Interest Determination Date(s):	[•]
	• Relevant Screen Page:	[•] [(or any successor or replacement page)]
(ix)	Swap-related (ISDA):	[•]
(x)	Linear Interpolation:	[Not Applicable]/[Applicable]

	(a)	Rate of Interest:	the rate of interest for the [long]/[short] [first]/[last] Interest Period shall be calculated using Linear Interpolation
	(b)	Designated Maturity:	[•] month
	(xi)	Margin(s):	[+/-][•] per cent. per annum
	(xii)	Minimum Rate of Interest:	[•] per cent. per annum / [Not Applicable]
	(xiii)	Maximum Rate of Interest:	[•] per cent. per annum / [Not Applicable]
	(xiv)	Day Count Fraction:	[Actual/365]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[360/360 Bond Basis]/[30/360]/[30E/360]/[Eurobond Basis]/[Actual/ Actual (ICMA)]
19.		<b>Zero Coupon Instrument Provisions</b>	[Applicable]/[Not Applicable]
	(i)	Accrual Yield:	[•] per cent. per annum
	(ii)	Reference Price:	[•]
<b>PROVISIONS RELATING TO REDEMPTION</b>			
20.		<b>Call Option</b>	[Applicable]/[Not Applicable]
	(i)	Optional Redemption Date(s):	[•]
	(ii)	Optional Redemption Amount(s):	[•] per Calculation Amount / [•]
	(iii)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[•] per Calculation Amount
		(b) Maximum Redemption Amount:	[•] per Calculation Amount
	(iv)	Notice period:	[•]
	(v)	Early redemption following a Capital Event:	[Applicable]/[Not Applicable]
	(vi)	Early redemption following an MREL Disqualification Event:	[Applicable]/[Not Applicable]
21.		<b>Put Option</b>	[Applicable]/[Not Applicable]
	(i)	Optional Redemption Date(s):	[•]
	(ii)	Optional Redemption Amount(s):	[•] per Calculation Amount / [•]
	(iii)	Notice period:	[•]
22.		<b>Final Redemption Amount</b>	[•] per Calculation Amount / [•]
23.		<b>Early Redemption Amount</b>	
		Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on	[•]

event of default or other early redemption:

## GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS

24. Form of Instruments:
- Bearer Instruments:**
- [Temporary Global Instrument exchangeable for a Permanent Global Instrument which is exchangeable for Definitive Instruments in the limited circumstances specified in the Permanent Global Instrument]
- [Temporary Global Instrument exchangeable for Definitive Instruments in the limited circumstances specified in the Temporary Global Instrument]
- [Permanent Global Instrument exchangeable for Definitive Instruments in the limited circumstances specified in the Permanent Global Instrument]
- Registered Instruments:**
- Global Registered Instrument exchangeable for Individual Registered Instruments in the limited circumstances described in the Global Registered Instrument
- [and
- Global Registered Instrument [(U.S./Euro [•] nominal amount)] registered in the name of a nominee for a [common depository]/[common safekeeper] for Euroclear and Clearstream, Luxembourg]
25. New Global Instrument (for Bearer Instruments): [Yes]/[No]/[Not Applicable]
26. New Safekeeping Structure (for Registered Instruments): [Yes]/[No]/[Not Applicable]
27. Financial Centre(s) or other special provisions relating to payment dates: [[Not Applicable]/[•]]
28. Talons for future Coupons or Receipts to be attached to Definitive Instruments (and dates on which such Talons mature): [Yes]/[No]
29. Redenomination, renominalisation and reconventioning provisions (Condition 16): [Not Applicable]/[Applicable]
30. Substitution or variation (Condition 9):
- Substitution or variation following a Capital Event: [Applicable]/[Not Applicable]
- Substitution or variation following an MREL Disqualification Event: [Applicable]/[Not Applicable]



31. Prohibition of Sales to EEA Retail Investors:

[Applicable]/[Not Applicable]

*(If the Instruments clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Instruments may constitute "packaged" products, "Applicable" should be specified.)*

32. Green Bond:

[Yes]/[No]

Signed on behalf of the Bank:

By: :.....  
Duly authorised

By:.....  
Duly authorised

## Part B – Other Information

### 1. LISTING AND ADMISSION TO TRADING

Admission to trading: [Application has been made to Euronext Dublin for the Instruments to be admitted to the Official List and to trading on the Regulated Market of Euronext Dublin with effect from [•].]

[Application has been made for the Instruments to be admitted to the official list of the FCA and to trading on the regulated market of the London Stock Exchange with effect from [•].]

Estimate of total expenses related to admission to trading: [•]

### 2. RATINGS

[The Instruments to be issued will not be separately rated.]

[The Instruments to be issued are expected to be rated:

[S&P Global Ratings Europe Limited: [•]]

[Moody's Investors Service Ltd: [•]]

### 3. [USE OF PROCEEDS

The proceeds of the issue of the Instruments will be used by the Bank for general corporate purposes./An amount equivalent to the proceeds of the issue of the Instruments (being Green Bonds) will be used in accordance with the OP Financial Group's Green Bond Framework, as discussed in "*Green Bonds*" in the Base Prospectus./[•]]

### 4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save as discussed in "*Subscription and Sale*" in the Base Prospectus, so far as the Bank is aware, no person involved in the offer of the Instruments has an interest material to the offer/[•]/[Not Applicable]]

### 5. [*Fixed Rate Instruments only* – YIELD

Indication of yield: [•]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

### 6. OPERATIONAL INFORMATION

ISIN: [•]

Common Code: [•]

[FISN: [•]]

[CFI code: [•]]

[CUSIP: [•]]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [[Not Applicable]/[•]]

Delivery: Delivery [against]/[free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]

[New Global Instrument intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "Yes" simply means that the Instruments are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] and does not necessarily mean that the Instruments will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Instruments are capable of meeting them the Instruments may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)]. Note that this does not necessarily mean that the Instruments will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

7. **DISTRIBUTION**

(i) If syndicated, names of Managers: [[Not Applicable]/[•]]

(ii) Stabilising Manager(s) (if any): [[Not Applicable]/[•]]

(iii) Date of Subscription Agreement: [[Not Applicable]/[•]]

If non-syndicated, name and address of Dealer: [[Not Applicable]/[•]]

U.S. Selling Restrictions: [Reg. S Compliance Category 2; Rule 144A: [TEFRA C]/[TEFRA D]/[TEFRA not applicable]]

8. **[THIRD PARTY INFORMATION]**

[[•] has been extracted from [•]. The Bank confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced inaccurate or misleading.]

## PRO FORMA PRICING SUPPLEMENT

*The Pricing Supplement in respect of each Tranche of Non-PD Instruments will be substantially in the following form, duly completed, supplemented, amended and/or replaced to reflect the particular terms of the relevant Non-PD Instruments and their issue. Text in this section appearing in italics does not form part of the form of the Pricing Supplement but denotes directions for completing the Pricing Supplement.*

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC AS AMENDED OR SUPERSEDED (THE "**PROSPECTUS DIRECTIVE**") FOR THE ISSUE OF INSTRUMENTS DESCRIBED BELOW AND THE CENTRAL BANK OF IRELAND (IN ITS CAPACITY AS COMPETENT AUTHORITY UNDER THE PROSPECTUS DIRECTIVE) HAS NEITHER APPROVED NOR REVIEWED INFORMATION RELATING TO THE INSTRUMENTS DESCRIBED BELOW CONTAINED IN THIS PRICING SUPPLEMENT.

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>3</sup>

**[MiFID II product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Instruments has led to the conclusion that: (i) the target market for the Instruments is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Instruments (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A of the SFA) that the Instruments are ["prescribed capital markets products"]/"capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and ["Excluded Investment Products"]/"Specified Investment Products"] (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]<sup>4</sup>

**Pricing Supplement dated [•]**

**OP Corporate Bank plc**

*(Incorporated in Finland with limited liability)*

(the "**Bank**" or the "**Issuer**")

Legal Entity Identifier: 549300NQ588N7RWKBP98

Issue of [Aggregate Nominal Amount of Tranche] [Title of the Instruments]  
under the **EUR 20,000,000,000 Programme for the Issuance of Debt Instruments**

### **Part A – Contractual Terms**

Any person making or intending to make an offer of the Instruments may only do so in circumstances in which no obligation arises for the Bank or any Dealer to publish a prospectus pursuant to Article 3 of the

<sup>3</sup> Include where Part A item 31 of the Pricing Supplement specifies "Applicable".

<sup>4</sup> For any Notes to be offered to Singapore investors, the Bank to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

This document constitutes the Pricing Supplement for the Instruments described herein. This document must be read in conjunction with the Base Prospectus dated 15 February 2019 [and the supplement to it dated [•]] (together, the "**Base Prospectus**"). Full information on the Bank and the offer of the Instruments is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Base Prospectus dated [original date] [and the supplement dated [•]], which are incorporated by reference in the Base Prospectus.\*]

The Base Prospectus [and the Conditions] [is] [are] available for viewing during normal business hours at the registered office of OP Corporate Bank plc at Gebhardinaukio 1, FIN-00510 Helsinki, Finland and the offices of The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL, United Kingdom and on the website of OP Corporate Bank plc ([www.op.fi/op-financial-group/debt-investors/issuers/op-corporate-bank-plc/emtn-base-prospectuses](http://www.op.fi/op-financial-group/debt-investors/issuers/op-corporate-bank-plc/emtn-base-prospectuses)) and copies may also be obtained from the registered office of OP Corporate Bank plc at Gebhardinaukio 1, FIN-00510 Helsinki, Finland and the offices of The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL, United Kingdom.

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]*

\* Only include this language where it is a fungible issue and the original Tranche was issued under a Base Prospectus with a different date.

- |    |  |  |
|----|--|--|
| 1. | Issuer:  | OP Corporate Bank plc  |
| 2. | (i) Series Number:                                   | [•]  |
|    | (ii) Tranche Number:                                 | [•]  |
|    | (iii) Date on which the Instruments become fungible: | [Not Applicable]/[•]   |
| 3. | Specified Currency or Currencies:                    | [•]  |
| 4. | Aggregate Nominal Amount of Instruments:             | [•]  |
|    | (i) Series:  | [•]  |
|    | (ii) Tranche:  | [•]  |
| 5. | Issue Price:   | [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]   |
| 6. | (i) Specified Denominations:                         | [•] [and integral multiples of [•] in excess thereof up to and including [•]. No Definitive Instruments will be issued with a denomination above [•].] |
|    | (ii) Calculation Amount:                             | [•]  |
| 7. | (i) Issue Date:                                      | [•]  |
|    | (ii) Interest Commencement Date:                     | [•]  |
| 8. | Maturity Date:                                       | [•]  |
| 9. | Interest Basis:                                      | [[•] per cent. Fixed Rate]   |

- [•][•]  
[CIBOR]/[EURIBOR]/[HIBOR]/[JIBAR]/  
[KLIBOR]/[LIBOR]/[NIBOR]/[SHIBOR]/  
[SIBOR]/[STIBOR]/[TIBOR]/[TIIE]/[TRLIBO  
R]/[Other (*specify*)] [+/- [•] per cent. Floating  
Rate] [(or any successor or replacement rate)]  
[Zero Coupon]  
[Condition [5A. (Interest – Fixed Rate)]  
[5B. (Interest – Floating Rate)]  
[5C. (Swap-Related (ISDA)]  
[5F. (Interest – Resettable Instruments)]]
10. Redemption/Payment Basis: [[Redemption at par]/[•]]
11. Change of Interest or Redemption/ Payment Basis: [[•]/Not Applicable]
12. Put/Call Options: [Investor Put]  
[Issuer Call]  
[Other (*specify*)]  
[Not Applicable]
13. (i) Status of the Instruments: [Tier 2 Instruments / Senior Non-Preferred  
Instruments / Unsubordinated Instruments]
- (ii) Unsubordinated Instruments Waiver of Set-Off: [Applicable]/[Not Applicable]
14. [Date Board approval for issuance of Instruments obtained: [•]]
15. Method of distribution: [Syndicated]/[Non-syndicated]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. **Fixed Rate Instrument Provisions** [Applicable]/[Not Applicable]
- (i) Rate[(s)] of Interest: [[•] per cent. per annum payable in arrear on such  
Interest Payment Date/[•]]
- (ii) Interest Payment Date(s): [•] in each year
- (iii) Fixed Coupon Amount[(s)]: [•] per Calculation Amount/[•]
- (iv) Broken Amount(s): [•] per Calculation Amount, payable on the  
Interest Payment Date falling [in]/[on] [•] / [Not  
Applicable]
- (v) Day Count Fraction: [[Actual/Actual (ICMA)]/[30/360]/[•]]
- (iii) Other terms relating to the method of calculating interest for Fixed  
Rate Instruments: [•]
17. **Resettable Instrument Provisions** [Applicable]/[Not Applicable]
- (i) Initial Rate of Interest: [•] per cent. per annum in arrear on such Interest  
Payment Date
- (ii) First Reset Margin: [+/-][•] per cent. per annum  
[Not Applicable]

(iii)	Subsequent Reset Margin:	[+/-][•] per cent. per annum [Not Applicable]
(iv)	Interest Payment Date(s):	[•] in each year
(v)	First Reset Date:	[•]
(vi)	Second Reset Date:	[•][Not Applicable]
(vii)	Subsequent Reset Dates:	[•],[•][Not Applicable]
(viii)	Day Count Fraction:	[Actual/Actual (ICMA)]/[30/360]
(ix)	Business Day Centre(s):	[•]
(x)	Relevant Screen Page:	[•]
(xi)	Mid-Rate Swap:	[Single Mid-Swap Rate]/[Mean Mid-Swap Rate]
(xii)	Mid-Swap Maturity:	[•]
18.	<b>Floating Rate Instrument Provisions</b>	[Applicable]/[Not Applicable]
(i)	Interest Period(s):	[•]
(ii)	Specified Interest Payment Dates:	[•]
(iii)	First Interest Payment Date:	[•]
(iv)	Business Day Convention:	[[Floating Rate Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]/[•]]
(v)	Business Centre(s):	[•]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[[Screen Rate Determination]/[•]]
(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent):	[•]/[Not Applicable]
(viii)	Screen Rate Determination:	<ul style="list-style-type: none"> <li>• Reference Rate: [[•][•]]/[CIBOR]/[EURIBOR]/[HIBOR]/[JIBAR]/ [KLIBOR]/[LIBOR]/[NIBOR]/[SHIBOR]/ [SIBOR]/[STIBOR]/[TIBOR]/[TIIE]/[TRLIBOR]/[•] [(or any successor or replacement rate)]</li> <li>• Relevant Time: [•]</li> <li>• Interest Determination Date(s): [•]</li> <li>• Relevant Screen Page: [•] [(or any successor or replacement page)]</li> </ul>
(ix)	Swap-related (ISDA):	[•]
(x)	Linear Interpolation:	[Not Applicable]/[Applicable]

(a)	Rate of Interest:	the rate of interest for the [long]/[short] [first]/[last] Interest Period shall be calculated using Linear Interpolation
(b)	Designated Maturity:	[•] month
(xi)	Margin(s):	[+/-][•] per cent. per annum
(xii)	Minimum Rate of Interest:	[•] per cent. per annum / [Not Applicable]
(xiii)	Maximum Rate of Interest:	[•] per cent. per annum / [Not Applicable]
(xiv)	Day Count Fraction:	[[Actual/365]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)],[Actual/360]/[360/360 Bond Basis]/[30/360] / [30E/360]/[Eurobond Basis]/[Actual/Actual (ICMA)],[•]]
(xv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Instruments:	[•]
19.	<b>Zero Coupon Instrument Provisions</b>	[Applicable]/[Not Applicable]
(i)	Accrual Yield:	[•] per cent. per annum
(ii)	Reference Price:	[•]
<b>PROVISIONS RELATING TO REDEMPTION</b>		
20.	<b>Call Option</b>	[Applicable]/[Not Applicable]
(i)	Optional Redemption Date(s):	[•]
(ii)	Optional Redemption Amount(s):	[•] per Calculation Amount / [•]
(iii)	If redeemable in part:	
(a)	Minimum Redemption Amount:	[•] per Calculation Amount/[•]
(b)	Maximum Redemption Amount:	[•] per Calculation Amount/[•]
(iv)	Notice period:	[•]
(v)	Early redemption following a Capital Event:	[Applicable]/[Not Applicable]
(vi)	Early redemption following an MREL Disqualification Event:	[Applicable]/[Not Applicable]
21.	<b>Put Option</b>	[Applicable]/[Not Applicable]
(i)	Optional Redemption Date(s):	[•]
(ii)	Optional Redemption Amount(s):	[•] per Calculation Amount / [•]
(iii)	Notice period:	[•]
22.	<b>Final Redemption Amount</b>	[•] per Calculation Amount / [•]



23. **Early Redemption Amount**

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [•]

**GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS**

24. Form of Instruments:

**Bearer Instruments:**

[Temporary Global Instrument exchangeable for a Permanent Global Instrument which is exchangeable for Definitive Instruments in the limited circumstances specified in the Permanent Global Instrument]

[Temporary Global Instrument exchangeable for Definitive Instruments in the limited circumstances specified in the Temporary Global Instrument]

[Permanent Global Instrument exchangeable for Definitive Instruments in the limited circumstances specified in the Permanent Global Instrument]

**Registered Instruments:**

Global Registered Instrument exchangeable for Individual Registered Instruments in the limited circumstances described in the Global Registered Instrument

[and

Global Registered Instrument [(U.S.\$/Euro [•] nominal amount)] registered in the name of a nominee for a [common depositary]/[common safekeeper] for Euroclear and Clearstream, Luxembourg]

25. New Global Instrument (for Bearer Instruments):

[Yes]/[No]/[Not Applicable]

26. New Safekeeping Structure (for Registered Instruments):

[Yes]/[No]/[Not Applicable]

27. Financial Centre(s) or other special provisions relating to payment dates:

[[Not Applicable]/[•]]

28. Talons for future Coupons or Receipts to be attached to Definitive Instruments (and dates on which such Talons mature):

[Yes]/[No]

29. Redenomination, renominatisation and reconventioning provisions (Condition 16):

[Not Applicable]/[Applicable]

30. Substitution or variation (Condition 9):

- |   |   |
|---|---|
| Substitution or variation following a Capital Event:                | [Applicable]/[Not Applicable]   |
| Substitution or variation following an MREL Disqualification Event: | [Applicable]/[Not Applicable]   |
| 31. Prohibition of Sales to EEA Retail Investors:                   | [Applicable]/[Not Applicable]   |
|   | <i>(If the Instruments clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Instruments may constitute "packaged" products, "Applicable" should be specified.)</i> |
| 32. Other terms or special conditions:                              | [Not Applicable]/[give details]   |
| 33. Green Bond:   | [Yes]/[No]  |

Signed on behalf of the Bank:

By: :.....  
Duly authorised

By:.....  
Duly authorised

## Part B – Other Information

### 1. LISTING AND ADMISSION TO TRADING

[Application has been made by the Issuer (or on its behalf) for the Instruments to be listed on [specify relevant market – note this must not be a "regulated market" for the purpose of MiFID II]/[Not Applicable]/[•]]

(Where documenting a fungible issue need to indicate that original Instruments are already admitted to trading)

### 2. RATINGS

[The Instruments to be issued will not be separately rated.]

[The Instruments to be issued are expected to be rated:

[S&P Global Ratings Europe Limited: [•]]

[Moody's Investors Service Ltd: [•]]]

### 3. [USE OF PROCEEDS

The proceeds of the issue of the Instruments will be used by the Bank for general corporate purposes./An amount equivalent to the proceeds of the issue of the Instruments (being Green Bonds) will be used in accordance with the OP Financial Group's Green Bond Framework, as discussed in "Green Bonds" in the Base Prospectus./[•]]

### 4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save as discussed in "Subscription and Sale" in the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer/[•]/[Not Applicable]]

### 5. [Fixed Rate Instruments only – YIELD

Indication of yield]: [•]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 6. OPERATIONAL INFORMATION

ISIN: [•]

Common Code: [•]

[FISN: [•]]

[CFI code: [•]]

[CUSIP: [•]]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [[Not Applicable]/[•]]

Delivery: Delivery [against]/[free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]

New Global Instrument intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "Yes" simply means that the Instruments are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] and does not necessarily mean that the Instruments will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Instruments are capable of meeting them the Instruments may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)]. Note that this does not necessarily mean that the Instruments will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 7. DISTRIBUTION

(i) If syndicated, names of Managers: [[Not Applicable]/[\*]]

(ii) Stabilising Manager(s) (if any): [[Not Applicable]/[\*]]

(iii) Date of Subscription Agreement: [[Not Applicable]/[\*]]

If non-syndicated, name and address of Dealer: [[Not Applicable]/[\*]]

U.S. Selling Restrictions: [Reg. S Compliance Category 2; Rule 144A: [TEFRA C]/[TEFRA D]/[TEFRA not applicable]]

Additional selling restrictions: [Not Applicable]/[\*]

## SUMMARY OF PROVISIONS RELATING TO THE INSTRUMENTS WHILE IN GLOBAL FORM

### Clearing System Accountholders

In relation to any tranche of Instruments represented by a Global Instrument in bearer form, references in the Terms and Conditions of the Instruments to "Holder of Instruments" are references to the bearer of the relevant Global Instrument which, for so long as the Global Instrument is held by a depositary or a common depositary, in the case of a CGI, or a common safekeeper, in the case of a NGI for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

In relation to any tranche of Instruments represented by a Global Registered Instrument, references in the Terms and Conditions of the Instruments to "Holder of Instruments" are references to the person in whose name such Global Registered Instrument is for the time being registered in the Register which, for so long as the Global Registered Instrument is held by or on behalf of a depositary or a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or common safekeeper or a nominee for that depositary or common depositary or common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Instrument or a Global Registered Instrument (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Bank to the holder of such Global Instrument and in relation to all other rights arising under the Global Instrument. The extent to which, and the manner in which, Accountholders may exercise any rights arising under such Global Instrument or a Global Registered Instrument will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Instruments are represented by a Global Instrument or a Global Registered Instrument, Accountholders shall have no claim directly against the Bank in respect of payments due under the Instruments and such obligations of the Bank will be discharged by payment to the bearer of such Global Instrument or a Global Registered Instrument.

### Exchange of Temporary Global Instruments

Whenever any interest in a Temporary Global Instrument is to be exchanged for an interest in a Permanent Global Instrument, the Bank shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Instrument, duly authenticated and, in the case of a NGI, effectuated, to the bearer of the Temporary Global Instrument; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Instrument in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Instrument to or to the order of the Fiscal Agent within seven days of the bearer requesting such exchange.

Whenever a Temporary Global Instrument is to be exchanged for Definitive Instruments, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Instrument to the bearer of the Temporary Global Instrument against the surrender of the Temporary Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Instrument has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Instrument

has requested exchange of an interest in the Temporary Global Instrument for an interest in a Permanent Global Instrument; or

- (b) Definitive Instruments have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Instrument has requested exchange of the Temporary Global Instrument for Definitive Instruments; or
- (c) a Temporary Global Instrument (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Instruments or the date for final redemption of a Temporary Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Instrument in accordance with the terms of the Temporary Global Instrument on the due date for payment,

then the Temporary Global Instrument (including the obligation to deliver a Permanent Global Instrument or increase the principal amount thereof or deliver Definitive Instruments, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Instrument will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Instrument or others may have under a deed of covenant dated 16 February 2018 (the "**Deed of Covenant**", which expression shall include any amendments or supplements thereto) executed by the Bank). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Instrument will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Temporary Global Instrument became void, they had been the holders of Definitive Instruments in an aggregate principal amount equal to the principal amount of Instruments they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

#### **Exchange of Permanent Global Instruments**

Whenever a Permanent Global Instrument is to be exchanged for Definitive Instruments, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Instrument to the bearer of the Permanent Global Instrument against the surrender of the Permanent Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Instruments have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Instrument has duly requested exchange of the Permanent Global Instrument for Definitive Instruments; or
- (b) a Permanent Global Instrument (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Instruments or the date for final redemption of the Instruments has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Instrument in accordance with the terms of the Permanent Global Instrument on the due date for payment,

then the Permanent Global Instrument (including the obligation to deliver Definitive Instruments) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Instrument will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Instrument or others may have under the Deed of Covenant. Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Instrument will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Permanent Global Instrument became void, they had been the holders of Definitive Instruments in an aggregate principal amount equal to the principal amount of Instruments they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

## Conditions applicable to Global Instruments

Each Global Instrument and Global Registered Instrument will contain provisions which modify the Terms and Conditions of the Instruments as they apply to the Global Instrument and Global Registered Instrument. The following is a summary of certain of those provisions:

*Payments:* All payments in respect of the Global Instrument or Global Registered Instrument will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Instrument or Global Registered Instrument to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Bank in respect of the Instruments. On each occasion on which a payment of principal or interest is made in respect of the Global Instrument, the Bank shall procure that in respect of a CGI the payment is noted in a schedule thereto and in respect of a NGI the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

*Exercise of put option:* In order to exercise the option contained in Condition 6.06 (*Optional Early Redemption (Put)*) the bearer of the Permanent Global Instrument or the holder of a Global Registered Instrument must, within the period specified in the Conditions for the deposit of the relevant Instrument and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

*Partial exercise of call option:* In connection with an exercise of the option contained in Condition 6.03 (*Optional Early Redemption (Call)*) in relation to some of the Instruments only, the Permanent Global Instrument or Global Registered Instrument may be redeemed in part in the principal amount specified by the Bank in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

*Notices:* Notwithstanding Condition 15 (*Notices*), while all the Instruments are represented by a Permanent Global Instrument (or by a Permanent Global Instrument and/or a Temporary Global Instrument) or Global Registered Instrument and the Permanent Global Instrument is (or the Permanent Global Instrument and/or the Temporary Global Instrument are) or Global Registered Instrument is deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Holders of Instruments may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Holders of Instruments in accordance with Condition 15 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

*Payment Record Date:* Each payment in respect of a Global Registered Instrument will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Instrument is being held is open for business.

*Payment business days:* So long as all the Instruments are represented by a Permanent Global Instrument (or by a Permanent Global Instrument and/or a Temporary Global Instrument) or Global Registered Instrument and the Permanent Global Instrument is (or the Permanent Global Instrument and/or the Temporary Global Instrument are) or the Global Registered Instrument is deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, the definition of "**Business Day**" in Condition 10C.03 will be modified by the terms of the Permanent Global Instrument, the Temporary Global Instrument or the Global Registered Instrument, as the case may be, to mean:

- (a) in relation to Instruments denominated or payable in Euro, a day on which TARGET2 is operating; and
- (b) in relation to Instruments denominated in any other currency, a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the Relevant Financial Centre.

**Denominations**

So long as the Instruments are represented by a Temporary Global Instrument or a Permanent Global Instrument or a Global Registered Instrument and the relevant clearing system(s) so permit, in the case of Instruments which have a denomination consisting of a minimum Specified Denomination plus a higher integral multiple of another smaller amount, the Instruments may be tradeable only in the minimum Specified Denomination and higher integral multiples, notwithstanding that no Definitive Instruments will be issued with a denomination above that stated in the Final Terms.



## INFORMATION ON OP CORPORATE BANK PLC

OP Corporate Bank plc (formerly known as Pohjola Bank plc) was established for an indefinite period on 14 May 1902 in Helsinki with the name Osuuskassojen Keskuslainarahasto–Osakeyhtiö. Pohjola Bank plc was renamed OP Corporate Bank plc on 4 April 2016. The Bank's registration number in the Finnish Patent and Registration Office is 0199920-7 and its domicile is in Helsinki, therefore Finnish legislation applies to the Bank. The Bank's accounting period is one calendar year. The Bank's A shares were delisted from the Official List of Nasdaq Helsinki Ltd. on 30 September 2014 and the A Shares and K Shares were combined to form a single series of shares as of 28 November 2014. The Bank's registered address is OP Corporate Bank plc, Gebhardinaukio 1, 00510 Helsinki, Finland and its telephone number is +358 10 252 010. The Bank is a fully owned subsidiary of OP Cooperative (formerly known as OP-Pohjola Group Central Cooperative. See "*The Bank as a Part of OP Financial Group*" on pages 106-107).

The Bank's long-term senior debt has been rated AA- (with stable outlook) by S&P and Aa3 (with stable outlook) by Moody's. S&P and Moody's are established in the EEA and registered under the CRA Regulation. In November 2015, OP Financial Group and the Bank decided to stop requesting credit ratings from Fitch Ratings and terminated the credit rating agreement as of 31 December 2015. On 6 January 2016, Fitch affirmed and removed OP Financial Group's and OP Corporate Bank plc's long-term debt rating at A+ and short-term rating at F1.

The Bank is the central financing institution of the cooperative banks and as a commercial bank it engages in the business operations set forth in the Finnish Act on Credit Institutions. The special purpose of the Bank is to promote, as a central financing institution, the activities of the cooperative banks and other institutions belonging to the OP Financial Group.

The Bank is authorised to provide investment services pursuant to Chapter 5, Section 2 of the Credit Institutions Act and Chapter 1, Section 15 of the Investment Services Act. Apart from these businesses the Bank is the central financing institution of the Member Cooperative Banks and is responsible for the OP Financial Group's liquidity management and international affairs. The Bank focuses on serving customers both at home and abroad. Through its alliances, the Bank is able to deliver banking services to its customers in a cost-effective and locally oriented way also abroad. The Bank has been a member of the Unico Banking Group, an association of European cooperative banks, for over 25 years. The Bank runs branch offices in Estonia, Latvia and Lithuania. In addition, it has subsidiaries in Estonia, Latvia and Lithuania engaged in finance-company operations. The Bank also has a representative office in Shanghai, China serving the Bank's customers in China, as well as helping Chinese companies which have an interest in having businesses in Finland.

The current OP Corporate Bank Group comprises the parent company Bank and its subsidiaries (together the "**OP Corporate Bank Group**"). The most significant subsidiaries engaged in business operations include OP Insurance Ltd, A-Insurance Ltd, Eurooppalainen Insurance Company Ltd, and Pohjola Health Ltd. OP is planning to adopt the Pohjola name in its non-life insurance business during 2019. OP Insurance Ltd would, in the future, be known under the name Pohjola Insurance Ltd.

In 2013, OP Insurance Ltd founded a hospital in Helsinki, Omasairaala Oy, for outpatient surgery specialising in the examination and treatment of orthopaedic diseases and injuries. In August 2016, Omasairaala Oy changed its name to Pohjola Health Ltd. As part of the focus of OP Financial Group's health services business, Pohjola Health will be renamed to Pohjola Hospital during 2019. The Pohjola Hospitals are located in Helsinki, Tampere, Oulu, Kuopio and Turku. All five Pohjola Hospitals provide basic healthcare and special healthcare services, examinations, surgery and rehabilitation on an extensive basis. OP Financial Group has planned that the company will in future focus on the development of its hospital business and will not open new medical centres as specified in its previous plan.

OP Corporate Bank Group employed approximately 2,638 people at the end of 2018 (at the end of 2017 the figure was 2,452).

OP Corporate Bank Group has currently two business segments. The two business segments comprise banking and non-life insurance. The Bank's banking business segment, as part of the OP Financial Group's wider banking business segment provides corporate and institutional customers with solutions for their financing and financial management needs. Corporate Customers business division provides corporate and institutional customers with financing and cash management services and financing services for foreign trade and grants loans and guarantees as well as leasing services and financing using accounts receivables as collateral. Corporate Customers business division's services include the arrangement of equity and debt issues custody services, equity, foreign exchange, money market, derivative products and investment

research. It executes orders placed by both its clients and the Bank in international markets and is also an active player in international derivatives markets, the government bond market in the Euro area and corporate bond markets. Its customers comprise Finnish and international companies and institutions and its income derives from net commissions and income from trading. The Bank provides corporate customer services through the branch offices in all of the Baltic countries. Corporate customer services in the Baltic countries consist of payment and liquidity management and working capital, leasing and investment financing. Baltic banking activities amounted to around 9.7 per cent. of the Bank's total corporate exposure. OP Corporate Bank is examining various strategic options in respect of Baltic Banking.

In Finland, the following three Group companies conduct non-life Insurance business: OP Insurance Ltd is a general non-life insurance company, A-Insurance Ltd focuses on non-life insurance for commercial transport and Eurooppalainen Insurance Company Ltd specialises in travel insurance. The range of non-life Insurance products includes non-life policies for corporate and private customers. OP Insurance Ltd sold all share capital of its Baltic-based subsidiary Seesam Insurance As, including its Latvian and Lithuanian branches, to Vienna Insurance Group (VIG). The parties signed the related contract of sale on 18 December 2017 and the sale was completed on 31 August 2018.

The non-life Insurance segment also includes Pohjola Health Ltd.

Business divisions have their own goals and strategies directed by OP Financial Group level and operation models are customised to the nature of each business division. Business divisions support with their actions the execution of the strategy of the OP Corporate Bank Group.

Group Treasury is responsible for OP Financial Group's financing and liquidity management as well as the management of OP Financial Group's investment operations. Group Treasury also serves as an internal bank in charge of the Bank's financial and interest rate risk management. It also manages OP Financial Group's liquidity reserves and wholesale funding.

The Bank is a credit institution under public supervision. Supervision according to the Credit Institutions Act and Council Regulation (EU) No 1024/2013 is carried out by the ECB. The Bank is also supervised by OP Cooperative as stated in the Amalgamations Act.

### **The Bank as a Part of OP Financial Group**

The Bank is the most significant and fully owned subsidiary of OP Cooperative (formerly known as OP-Pohjola Group Central Cooperative, in Finnish *OP Osuuskunta*).

The OP Cooperative completed its public voluntary bid announced in February 2014 and gained ownership of all the Bank's shares by decision of the Arbitral Tribunal in accordance with Chapter 18, Section 6 of the Finnish Limited Liability Companies Act (*Osakeyhtiölaki*, 624/2006), as amended (the "**Finnish Companies Act**"). The Bank's minority shareholders involved in the squeeze-out procedure are entitled only to the redemption price, to be decided on by the Arbitral Tribunal, and to the interest accruing thereon. OP Cooperative paid the undisputed proportion of the redemption price on 29 October 2014. On 20 February 2015, the Arbitral Tribunal issued its award regarding the squeeze-out price and as it was not appealed, the award was final.

OP Corporate Bank Group is planning to carry out structural changes in accordance with the public voluntary bid made by OP Cooperative, in practice, for example, by transferring the non-life Insurance segment from OP Corporate Bank Group to direct ownership of OP Cooperative. On 17 June 2015, the Bank signed a demerger plan based on a partial demerger, whereby some of the Bank's assets and liabilities transferred to OP Omistus 1 Oy, a company incorporated for the demerger, on 30 December 2015. In 2016, OP Omistus 1 Oy was merged into OP Cooperative. OP Cooperative holds 100 per cent. of the shares of the Bank. Following the partial demerger, Group Treasury, Corporate Customers, Equities and Non-life Insurance remained with the Bank. All other operations of the Bank were transferred to OP Omistus 1 Oy in the demerger. The businesses transferred to the new company included wealth management as well as card and property management operations. On 30 December 2015, the execution of the demerger was registered in the trade register maintained by the Finnish Patent and Registration Office.

The process of planning and examining different options for the restructuring and consolidation of OP Financial Group central cooperative's legal structures is ongoing as of the date of this Base Prospectus. OP Corporate Bank assessed the option of separating central banking operations (Group Treasury) into a subsidiary wholly owned by OP Cooperative. Following the assessment and in line with OP Cooperative's Executive Board decision of 4 February 2019, such separation will not be carried out and, therefore, the

central banking operations will continue to remain part of OP Corporate Bank. See "*Risk Factors – Risks Relating to the Operations of OP Corporate Bank Group – Risks Relating to Planned Structural Changes in OP Corporate Bank Group*".

OP Financial Group began its operations in its current form without the non-life insurance business on 1 July 1997. OP Financial Group is an amalgamation of Finnish cooperative banks and related entities forming a financial consortium as regulated by the Amalgamations Act. The Amalgamations Act, the Credit Institutions Act, the Act on Cooperative Banks and Other Credit Institutions in the Form of a Cooperative (*Laki osuuspankeista ja muista osuuskuntamuotoisista luottolaitoksista*, 423/2013), as amended, (the "**Cooperative Bank Act**") and the Act on Cooperatives (*Osuuskuntalaki*, 421/2013), as amended, establish the main legal framework for cooperative banking applicable to OP Financial Group.

In accordance with applicable law, OP Financial Group comprises (a) the OP Cooperative as OP Financial Group's central institution, (b) some 156 member cooperative banks (the "**Member Cooperative Banks**"), (c) OP Corporate Bank plc as central bank of OP Financial Group, (d) the companies belonging to the consolidation groups of the OP Cooperative and (e) the Member Credit Institutions described below.

In accordance with Chapter 1, Section 2 of the Amalgamations Act, the Member Credit Institutions consist of the Bank, OP Card Company Plc, OP Mortgage Bank, OP Customer Services Ltd (formerly known as OP Process Services Ltd) and the Member Cooperative Banks, including Helsinki Area Cooperative Bank (formerly known as Helsinki OP Bank Ltd). These Member Credit Institutions and the OP Cooperative are responsible for each other's liabilities and commitments in accordance with the Amalgamations Act.

Since the Bank is a subsidiary of the OP Cooperative and a part of the amalgamation, it is dependent upon the other entities within the amalgamation. The dependence is based on the OP Cooperative's ownership of the Bank as well as on the joint liability for one another's liabilities and commitments. Furthermore, according to the strategic perspective, the Bank is the commercial bank of OP Financial Group and it acts as the central bank of the Member Cooperative Banks.

Under the Amalgamations Act, the OP Cooperative is responsible for issuing to the Member Credit Institutions guidelines with the aim of ensuring their liquidity, capital adequacy and risk management, and guidelines for the application of coherent accounting principles in compiling the consolidated financial statements of OP Financial Group. The OP Cooperative is also responsible for the Internal Capital Adequacy Assessment Process ("**ICAAP**") for OP Financial Group. The OP Cooperative also has an obligation to monitor the operations of the Member Credit Institutions and their consolidation groups, and to issue directions concerning the internal supervision of the Member Credit Institutions. The obligation to issue guidelines and exercise supervision does not however give the OP Cooperative the power to determine the business operations of the Member Credit Institutions. Each Member Credit Institution carries on its business independently within the scope of its own resources.

**The Company Structure of OP Financial Group and the Bank (as at 31 December 2018). For information on the planned structural arrangements see "*The Bank as a Part of OP Financial Group*".**

# OP FINANCIAL GROUP



\* OP Cooperative's ownership 100%

\*\* Planned to be transferred with its subsidiaries from OP Corporate Bank plc to OP Cooperative's direct ownership in the future

\*\*\* OP Cooperative's control 2/3

**JOINT LIABILITY:** OP Cooperative and OP Financial Group member credit institutions belonging in the scope of joint liability marked with color.

## Management of the Bank

The Bank's highest decision-making authority rests with the annual general meeting (the "**General Meeting**"). However, according to Chapter 5, Subsection 1(2) of the Finnish Companies Act, the OP Cooperative, as the only shareholder of the Bank, may make a unanimous shareholders' decision in a matter within the competence of the General Meeting without holding a meeting. The operational decision-making authority is exercised by the board of directors (the "**Board of Directors**") which is formed by election in the General Meeting.

## Board of Directors of the Bank

It is the duty of the Board of Directors to attend to the Bank's and its subsidiaries' administration, ensure the appropriate arrangement of its operations and supervise the Bank's accounting and financial management. The Board of Directors has general competence to decide on all matters related to the Bank's management and other issues, which, according to legislation or to the Bank's articles of association, are not the domain of the General Meeting, or the President and CEO. The Board of Directors decides on the Bank's and its subsidiaries' strategy and main business objectives and also confirms the management structure and policies.

The Board of Directors is composed of a chairman who is the Chairman of the Executive Board of the OP Cooperative and a minimum of two and a maximum of five other members elected by the General Meeting. For more information of the members of the Board of Directors see "*Members of the Board of Directors*" below.

## President and CEO of the Bank

The Bank has a President and CEO appointed by the Board of Directors. The duty of the President and CEO is to administer the Bank's day-to-day administration in accordance with the rules and regulations set by the Board of Directors. Currently the President and CEO of the Bank is Mrs Katja Keitaanniemi, office address: Gebhardinaukio 1, 00510 Helsinki, Finland.

Mrs Keitaanniemi is also a member of the Executive Board of the OP Cooperative.

## Members of the Board of Directors

At the date of this document the Chairman and members of the Board of Directors were:

## Board of Directors

<u>Name</u>	<u>Function</u>	<u>Significant Outside Activities</u>
Chairman Mr Timo Ritakallio	President and Group Executive Chairman, OP Financial Group  LL.M., MBA, D.Sc. (Tech.)  Board member since 2018	The Finnish Olympic Committee: Chairman of the Board of Directors  Outotec Oyj: Vice Chairman of the Board of Directors, Member of the Audit and Risk Committee  Member of the Council in the following: Finland Chamber of Commerce, The Helsinki Region Chamber of Commerce, Turku University Foundation  Securities Market Association: Vice Chairman of the Board  Paulo Foundation: Chairman of the Board of Directors  Suunnistussäätiö (Orienteering Foundation): Chairman of the Council
Mr Tony Vepsäläinen	Executive Vice President, Operations, and Deputy to President and Group Executive Chairman, OP Financial Group  LL.M., eMBA  Board member since 2006	Automatia Pankkiautomaatit Oy: Chair of the Board of Directors  Housing Fair Finland Co-op: Member of the Supervisory Board
Mrs Tiia Tuovinen	General Counsel, Legal Services and Compliance, OP Financial Group  LL.M. Eur  Board member since 2018	Confederation of Finnish Industries: Vice Chair of the Committee of Legal Affairs
Mr Vesa Aho	Chief Financial Officer, OP Financial Group CEO of OP Cooperative  M.Sc. (Econ. & Bus. Adm.)  Board member since 2018	
Mr Jarmo Viitanen	Managing Director, Helsinki Area Cooperative Bank  M.Sc. (Agric.), eMBA  Board member since 2018	

The business address of each of the members of the Board of Directors and the Bank is Gebhardinaukio 1, FIN-00510 Helsinki, Finland.

### Conflicts of Interests

There are no potential conflicts of interest between the duties to the Bank of the members of the Bank's administrative, management and supervisory bodies and their other duties and private interests.

### Corporate Governance in the Bank

In its operations, the Bank complies with Finnish legislation. In addition to the Finnish Companies Act, the Bank complies with regulations governing securities issuers, financial services companies and insurance companies, its Articles of Association and the guidelines issued by OP Cooperative. In its international operations, the Bank also complies with local laws when applicable.

In addition, the Bank complies with OP Financial Group level Corporate Governance. Taking into account the specific characteristics of the cooperative system, OP Financial Group's Corporate Governance conforms, whenever applicable, with the Finnish Corporate Governance Code approved by the Securities Market Association in October 2015. The Bank belongs to the amalgamation of cooperative banks, under applicable legislation, and is a subsidiary of OP Cooperative, the central cooperative of the said amalgamation. Laws and the Bank's Articles of Association set some restrictions on the composition of the Board of Directors. The Bank acts as the central bank of the Member Cooperative Banks.

## Shares and Major Shareholders

The OP Cooperative has completed its public voluntary bid announced in February 2014 and gained ownership of all OP Corporate Bank plc shares by decision of the Arbitral Tribunal in accordance with Chapter 18, Section 6 of the Finnish Companies Act. The Series A shares of Pohjola Bank plc were delisted from the Official List of the Helsinki Stock Exchange on 30 September 2014. OP Cooperative was entered as the only shareholder in Pohjola Bank plc's shareholder register on 7 October 2014. For more information see "*The Bank as a Part of OP Financial Group*".

The Bank's former A Shares and K Shares were combined to form a single series of shares and the shares were removed from the book-entry system as of 28 November 2014.

	<u>31 December 2018</u>
	<u>Total</u>
Share capital, EUR .....	427,617,463
No. of shares.....	319,551,415

As at 31 December 2018, there were 320 million shares, the number being the same as at 31 December 2017.

## Principal Shareholders

As at the date of this Base Prospectus, the OP Cooperative held 100.00 per cent. of OP Corporate Bank plc's shares and 100.00 per cent. of the votes.

## Material Contracts

The Bank does not have any material contracts that are not entered into in the ordinary course of the Bank's business, which could result in any group member being under an obligation or entitlement that is material to the Bank's ability to meet its obligations to security holders in respect of the securities being issued.

## Legal Proceedings

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Bank is aware), during the previous 12 months which may have, or have had in the recent past, significant effects on OP Corporate Bank Group's and the Issuer's financial position or profitability.

## Recent Events

In January 2019, Moody's upgraded OP Insurance Ltd's financial strength rating by one notch from "A3" to "A2". Moody's kept the rating outlook stable. The underlying reasons for the upgrade were insurance operations' close integration with OP's business and capital management, strong non-life insurance market share and good financial fundamentals.

OP Financial Group is continuing with the planning of structural arrangements, see "*Information on OP Financial Group and the OP Cooperative – Recent Events*".

Transferring the management of the statutory earnings-related pension insurance and the related portfolio to Ilmarinen Mutual Pension Insurance Company was executed on 31 December 2018, see "*Information on OP Financial Group and the OP Cooperative – Recent Events*".

## INFORMATION ON OP FINANCIAL GROUP AND THE OP COOPERATIVE

### Information Related to OP Financial Group and the OP Cooperative

Pursuant to the Amalgamations Act, the amalgamation of cooperative banks comprises the organisation's central institution, OP Cooperative, the Bank which acts as the central bank of the member cooperative banks, other member credit institutions of the central institution, the companies belonging to the consolidation groups of the central institution and the member credit institutions as well as credit and financial institutions and service companies in which one or more of the above-mentioned entities alone or jointly hold a total of more than half of the total votes. According to the Cooperative Bank Act and Amalgamations Act, the amalgamation of the cooperative banks is monitored on a consolidated basis, and the central institution and its member credit institutions are ultimately jointly responsible for each other's liabilities and commitments as clarified further below. The extent of OP Financial Group differs from that of the amalgamation of the cooperative banks in that OP Financial Group subsumes companies other than credit and financial institutions or service companies. The most important of these are the insurance companies with which the amalgamation forms a financial and insurance conglomerate.

The OP Cooperative was entered into the trade register maintained by the Finnish Patent and Registration Office on 23 May 1997. The OP Cooperative's business identity code is 0242522-1. The OP Cooperative's registered address is OP Cooperative, Gebhardinaukio 1, FI-00510 Helsinki, Finland and its telephone number is +358 10 252 010. OP Financial Group's financial period is the calendar year.

On 6 October 2014, OP Financial Group announced the renewal of its brand. The former OP-Pohjola was changed to OP. The new name of the former OP-Pohjola Group, OP Financial Group, was adopted on 1 January 2015.

### Joint liability of OP Financial Group

OP Financial Group comprises (a) the OP Cooperative as OP Financial Group's central institution, (b) some 156 Member Cooperative Banks, (c) the Bank as the central bank of OP Financial Group, (d) the companies belonging to the consolidation groups of the OP Cooperative and (e) the Member Credit Institutions, other than the Cooperative Banks, described below (together, the "**OP Financial Group**" or the "**Group**").

In accordance with Chapter 1, Section 2 of the Amalgamations Act, the Member Credit Institutions consist of the Bank, OP Card Company Plc, OP Mortgage Bank, OP Customer Services Ltd (formerly known as OP Process Services Ltd) and the Member Cooperative Banks including Helsinki Area Cooperative Bank (formerly known as Helsinki OP Bank Ltd), (together, the "**Member Credit Institutions**"). These Member Credit Institutions and the OP Cooperative are responsible for each other's liabilities and commitments in accordance with the Amalgamations Act. The Supervisory Board of the OP Cooperative takes decisions on admitting new members.

OP Financial Group does not form a corporate group as defined in the Accounting Act (*Kirjanpitolaki*, 1336/1997), as amended, or a consolidation group as defined in the Credit Institutions Act. Under Finnish laws on bank supervision, OP Financial Group is monitored on a consolidated basis.

Under the Amalgamations Act, the OP Cooperative is responsible for issuing guidelines on risk management, good corporate governance, internal control and guidelines for the application of uniform accounting principles in preparing the consolidated financial statements of the OP Financial Group to the Member Credit Institutions, with the aim of ensuring their liquidity and capital adequacy. The OP Cooperative also supervises the Member Credit Institutions' compliance with the applicable rules and regulations in respect of their financial position, any provisions issued by the relevant supervising authorities, their statutes and articles of associations. The obligation to issue guidelines and exercise supervision does not however give the OP Cooperative the power to determine the business operations of the Member Credit Institutions or the Member Cooperative Banks. Each Member Credit Institution carries on its business independently within the scope of its own resources.

In summary, the Amalgamations Act prescribes the following with respect to the joint liability of the OP Financial Group:

- (a) The OP Cooperative must pay to each Member Credit Institution an amount that is necessary in order to prevent such Member Credit Institution's liquidation. The OP Cooperative is responsible for the payments of any debts of a Member Credit Institution that cannot be paid using such Member Credit Institution's own funds.

- (b) A Member Credit Institution must pay to the OP Cooperative a proportionate share of the amount which the OP Cooperative has paid either to another Member Credit Institution as part of the support action described above, or to a creditor of such Member Credit Institution as payment of a due debt for which the creditor has not received payment from his debtor. Furthermore, upon the insolvency of the OP Cooperative a Member Credit Institution has an unlimited liability to pay the debts of the OP Cooperative as set out in Chapter 14 of the Act on Cooperatives.
- (c) Each Member Credit Institution's liability, for the amount which the OP Cooperative has paid on behalf of one Member Credit Institution to its creditors, is divided between the Member Credit Institutions in proportion to their last confirmed balance sheet totals.
- (d) If the funds of any Member Credit Institution fall below the minimum set out in the Act on Credit Institutions or the Amalgamations Act, as the case may be, the OP Cooperative is entitled to receive credit from the other Member Credit Institutions by collecting from such other Member Credit Institutions additional repayable payments to be used to support actions to prevent liquidation of the Member Credit Institution. The annual aggregate amount of the payments collected from the Member Credit Institutions on this basis may in each accounting period be a maximum amount of five thousandths of the last confirmed balance sheet total of each Member Credit Institution.
- (e) A creditor who has not received payment from a Member Credit Institution on a due receivable (principal debt) may demand payment from the OP Cooperative, when the principal debt falls due. As a result, pursuant to the Amalgamations Act, the OP Cooperative is responsible for the payment of such debts. Having made such payment, the OP Cooperative has a right to collect proportionate shares of the payment from Member Credit Institutions as described above in paragraph (b).

Other entities than the Member Credit Institutions, such as OP Financial Group's insurance companies and OP-Services Ltd, do not fall within the scope of joint liability.

### **The Business Activity Structure of OP Financial Group and OP Corporate Bank Group**

The OP Cooperative acts as the entire OP Financial Group's strategic owner institution and as a central institution in charge of Group control, Group steering and supervision.

For more information on OP Financial Group and OP Corporate Bank Group see "*The Company Structure of OP Financial Group and the Bank*" on page 108.

OP Cooperative Consolidated comprises the OP Cooperative and institutions majority-owned or wholly-owned by the parent institution or any of its subsidiaries.

#### ***OP Cooperative's Other Subsidiaries***

OP-Services Ltd provides, develops and maintains services needed by OP Financial Group companies, such as product and service development, business support services, internal services and ICT services.

OP-Services Ltd's licensed operations were transferred on 1 June 2012 to the newly established OP Customer Services Ltd (formerly known as Process Services Ltd). Both companies are wholly-owned subsidiaries of OP Cooperative. OP Process Services Ltd received a credit institution licence on 7 May 2012, and a clearing and account operator licence on 21 May 2012.

OP Life Assurance Company Ltd. runs OP Financial Group's life and pension insurance operations in a centralised manner. It also sees to their development. OP Life Assurance Company Ltd's portfolio includes life, pension, investment and term insurance services.

OP Fund Management Company Ltd manages OP Financial Group's mutual funds. It makes use of the service network of the Member Cooperative Banks and Helsinki Area Cooperative Bank (formerly known as Helsinki OP Bank Ltd) as well as OP Financial Group's online services in selling fund units.

OP Mortgage Bank (in Finnish *OP-Asuntoluottopankki Oyj*), acting via the Member Cooperative Banks, grants long-term mortgage loans against full collateral. OP Mortgage Bank funds its operations by issuing mortgage backed bonds.

OP Card Company Plc provides unsecured consumer loans to the Member Cooperative Banks' private customers.



Pivo Wallet Oy launched several new mobile payment methods in 2016 and 2017. In November 2016, Pivo Wallet launched the OP Kulku service. The service is aimed at lowering the threshold to use electric cars by providing consumers and small firms with the opportunity to use an electric car with a monthly charge.

Checkout Finland Oy provides payment services for Finnish webshops. In September 2017, Checkout Finland strengthened its mobile payment offering for companies by acquiring the Payment Highway service. Payment Highway Oy merged into Checkout Finland Oy. The execution of the merger was registered on 31 August 2018.

Helsinki Area Cooperative Bank (formerly known as Helsinki OP Bank Ltd) is engaged in retail banking in the Helsinki Metropolitan Area. On 1 April 2016, Helsinki OP Bank Ltd was converted from a limited liability company to a cooperative bank and renamed Helsinki Area Cooperative Bank. OP Cooperative exercises dominant influence, as defined in Chapter 1, Section 5 of the Accounting Act, over Helsinki Area Cooperative Bank.

### **Other Institutions**

OP Bank Group Pension Fund takes care of OP Financial Group's statutory pension security and OP Bank Group Pension Foundation handles the supplementary pension security for persons covered by it.

### **Direct ownership structure within OP Financial Group on 31 December 2018**

	<b>Member cooperative banks</b>	<b>OP Corporate Bank Group</b>	<b>OP Cooperative</b>	<b>Group total</b>
<b>Share of ownership, %</b>				
OP Cooperative .....	100.00	0.0		100.0
OP Corporate Bank plc .....			100.0	100.0
OP Insurance Ltd .....		100.0		100.0
Eurooppalainen Insurance Company Ltd .....		100.0		100.0
Pohjola Health Oy .....		100.0		100.0
A-Insurance Ltd .....		100.0		100.0
OP Finance As .....		100.0		100.0
"OP Finance" SIA .....		100.0		100.0
UAB "OP Finance" .....		100.0		100.0
Helsinki Area Cooperative Bank * .....				
OP Asset Management Ltd .....			100.0	100.0
Pivo Wallet Ltd .....			100.0	100.0
Checkout Finland Ltd .....			100.0	100.0
OP Custody Ltd .....			100.0	100.0
OP Property Management Ltd .....			100.0	100.0
OP Life Assurance Company Ltd .....			100.0	100.0
OP Card Company Plc .....			100.0	100.0
OP Mortgage Bank plc .....			100.0	100.0
OP Fund Management Company Ltd .....			100.0	100.0
OP-Services Ltd .....			100.0	100.0
OP Customer Services Ltd .....			100.0	100.0

\*Helsinki Area Cooperative Bank is a cooperative. Every representative of its Representative Assembly has one vote. The Representative Assembly has 20 representatives appointed by the central cooperative and 10 owner-customer representatives.

### **Line of Business and Main Markets**

The companies belonging to OP Financial Group are engaged in financial services and related operations in accordance with the internal division of responsibilities within OP Financial Group, mainly in the domestic market. The Member Cooperative Banks concentrate on customer-centred businesses.

The OP Cooperative acts as the entire OP Financial Group's strategic owner institution and as a central institution in charge of Group control, Group steering and supervision. At its meeting on 24 April 2014, the Supervisory Board of the OP Cooperative decided to make major changes to the management and organisational structures of OP Cooperative Consolidated, with the aim of transforming the management of the entire OP Financial Group and OP Cooperative Consolidated, in particular, with a more business-

driven approach and creating a more integrated structure of OP Financial Group. Two business lines form the management basis throughout the OP Financial Group: (i) Banking; and (ii) Non-life Insurance.

Based on a decision made by the Supervisory Board of OP Cooperative on 6 June 2018, the core of OP Financial Group's business is banking and insurance business. Banking will be divided into two areas of responsibility. The first one comprises private customer services and cooperation with the Member Cooperative Banks. The second area of responsibility in banking is Corporate and Institutional Customers. Insurance Business includes non-life and life insurance business for private and corporate customers, as well as health and wellbeing. OP Financial Group will begin financial reporting based on its new segments as of the first interim report of 2019. During the transition period, OP Financial Group will report its business segments according to the previous segment structure, with Banking, Non-life Insurance and Wealth Management as its business segments.

On 26 September 2018, the Supervisory Board of OP Financial Group's central cooperative decided on the key strategic focus areas of OP Financial Group for the remaining strategy period. It also decided on a new vision. The strategy confirmed in 2016 still forms the basis for OP Financial Group but the Group sharpened its strategic focus because of changes in the operating environment.

OP Financial Group's vision is to be the leading and most attractive financial services group in Finland from the perspective of employees, customers, partners and stakeholders. The key focus areas in the strategy are excellent employee experience, best customer experience and an increase in the number of owner-customers to at least two million. Two other strategic focus areas support these: maximising development productivity and faster growth in profits than expenses.

To implement the strategy and vision, OP Financial Group has begun to reform its practices. New agile practices highlight job meaningfulness and enhance job satisfaction, which, in turn, improves customer experience and workplace efficiency, creating potential for cost savings.

The agile practices will first be phased in at OP Financial Group's central cooperative. The implementation of the new operating model began with reorganisation. The related Information and Consultation of Employees process began in the central cooperative consolidated on 1 October 2018 and ended on 13 November 2018. The process also applied to OP Corporate Bank Group. The new organisation took effect on 1 January 2019. Developing the operating model and planning the change will continue in spring 2019. The organisational changes are a part of the 100-million euro cost savings programme of OP Financial Group central cooperative consolidated.

At the end of December 2018, OP Financial Group operated in approximately 365 locations. The number of OP Financial Group's owner-customers is 1.9 million and the number of joint banking and non-life insurance customers is over 1.8 million. OP Financial Group's multichannel service network comprises branch, online, mobile and telephone services. The Group provides personal customer service both at branches and digitally. The Group seeks to provide the best multichannel customer experience in the sector by creating ongoing and relevant encounters in all channels.

At the end of December 2018, OP Financial Group had 12,066 employees. OP Financial Group has funded assets of its pension schemes through OP Bank Group Pension Fund, OP Bank Group Pension Foundation and insurance companies. Schemes related to supplementary pensions in the Pension Foundation and insurance company, as well as the TyEL (Employees' Pensions Act) funded old-age and disability pension schemes managed by the Pension Fund are treated as defined benefit plans. Contributions to the TyEL pay-as-you-go system are treated as defined contribution plans.

According to the Financial Market Statistics of the Bank of Finland, OP Financial Group had market share of 39.6 per cent. in deposits in December 2018. According to the same statistics, OP Financial Group's loan portfolio equated to a market share of 36.0 per cent. in loans in December 2018. According to the Report on Funds of Investment Research Finland, OP Financial Group's market share of the mutual funds market was 20.5 per cent. at 31 December 2018. According to the Life Insurance payment statistics, OP Financial Group's share of life insurance premium income was 21.8 per cent. in December 2017. OP Financial Group's share of the Finnish non-life insurance market was 33.0 per cent. at 31 December 2017 according to the Insurance Companies in Finland 2017 publication by the Federation of Finnish Financial Services.

In its interim reports and financial statements, OP Financial Group will begin financial reporting based on its new segments as of the first interim report of 2019. OP Corporate Bank Group's segment structure will be updated accordingly. During the transition period, OP Corporate Bank Group's business segments are reported according to the previous segment structure, with Banking and Non-life Insurance as its business

segments. The health and wellbeing business is included in the Non-life Insurance segment. Non-business segment operations are presented in the Other Operations segment, including functions supporting OP Financial Group and its business, such as Group Treasury and the liquidity buffer. Segment reporting is based on the accounting policies applied in OP Corporate Bank's consolidated financial statements.

### **Owner-membership**

The cooperative movement is OP Financial Group's ideological foundation and the starting point for its strategic objectives. OP Financial Group has over four million customers, of which approximately 1.9 million (on 31 December 2018) are the Member Cooperative Banks' owner-customers. Owner-customers are customers who use the services of a Member Cooperative Bank and are also members of the said Member Cooperative Bank. It follows naturally from this combination of ownership and customership that the benefit and added value of each Bank's operations are channelled, via the customer relationship, to owner-customers and customers. The fundamental objective of cooperative operations is thus not to maximise profits for the owners but to provide, as competitively as possible, the services which the cooperative's owner-customers and customers need.

Owner-membership is a distinctive feature of the Member Cooperative Bank customer relationship. Owner-membership offers a chance to participate in the relevant Member Cooperative Bank's administration and decision-making. In addition, owner-membership brings benefits through the focusing of one's banking matters with a Member Cooperative Bank. The Member Cooperative Banks have the corporate form of a cooperative, in which the basic values underlying decision-making include the one member, one vote principle. Within the Member Cooperative Banks, the highest decision-making body is the cooperative meeting or assembly, which elects a Supervisory Board for the Member Cooperative Bank. The Supervisory Board elects an Executive Board for the Member Cooperative Bank. A person can become an owner-customer of a Member Cooperative Bank by paying a cooperative contribution and applying for membership. The owner-customers, who are made up primarily of private individuals, elect from among their number the administrative staff of their own bank. The Member Cooperative Banks' basic capital consists of the cooperative capital and any supplementary cooperative capital. Contributions made by Member Cooperative Banks' owner-customers to the banks' profit shares and ordinary cooperative capital totalled EUR 3.0 billion on 31 December 2017 (unaudited). A profit share is an owner-customer's voluntary capital contribution to the Member Cooperative Bank's equity.

### **Member Cooperative Banks**

The Member Cooperative Banks are independent, local deposit banks that are engaged in retail banking. In their area of operations they offer modern and competitive banking services to household customers, small and medium-sized business customers, agricultural and forestry customers and to public sector entities.

### **Management of OP Cooperative**

In the OP Cooperative, the central institution of OP Financial Group, the highest decision making authority rests with the general meeting and the Supervisory Board elected by it. Operational decision-making authority rests with the Executive Board, which is elected by the Supervisory Board and is composed mainly of management executives.

#### ***Supervisory Board of OP Cooperative***

The OP Cooperative's Supervisory Board has 36 members (according to the statutes, it must have a minimum of 32 and maximum of 36). Mr Jaakko Pehkonen acts as its chairman and Mr Olli Tarkkanen and Ms Mervi Väisänen act as deputy chairmen. The task of the Supervisory Board is to oversee the corporate governance of the OP Cooperative as managed by the Executive Board and the President, and to ensure that the OP Cooperative's operations are managed in a professional and prudent manner in accordance with the Cooperatives Act and in the best interests of the OP Financial Group. Finland is divided into 16 federations of Member Cooperative Banks, which are regional cooperative bodies for the Member Cooperative Banks. They appoint the candidates from their areas to the Supervisory Boards of the OP Cooperative.

The Supervisory Board confirms the OP Financial Group's strategy, other joint objectives and operational policies. It elects and dismisses the Executive Chairman acting as the President, the other Executive Board Members and the head of the Audit function. It also carries out the other duties stipulated for it in the OP Cooperative Statutes.

### ***Executive Board***

Executive Board members bear operational responsibility for the areas of responsibility and organisational entities individually designated to them.

The Executive Board has executive power within OP Cooperative. The Supervisory Board elects Executive Board members, who retain their positions until further notice.

The Executive Board is chaired by the Executive Chairman, who acts as the President. The Deputy to the Executive Chairman acts as the Executive Board's Vice Chairman. As per the Supervisory Board's decision, the Executive Board also includes four to nine other members. As at the date of this Base Prospectus, the Executive Board consisted of the Executive Chairman, the Vice Chairman and nine members.

As at the date of this Base Prospectus, the Executive Board is made up of the following members:

<b>Name</b>	<b>Position</b>
Ritakallio Timo.....	President and Group Executive Chairman, Chairman
Vepsäläinen Tony.....	Executive Vice President, Operations, Vice Chairman
Aho Vesa.....	Chief Financial Officer
Keitaanniemi Katja.....	Executive Vice President, Banking, Corporate and Institutional Customers
Lehtilä Olli.....	Executive Vice President, Insurance Customers
Malmberg Juho.....	Executive Vice President, Development and Technologies
Nummela Harri.....	Executive Vice President, Banking, Private and SME customers
Tuovinen Tiia.....	General Counsel, Legal Services and Compliance

Chief Audit Officer, Leena Kallasvuo, attends the Executive Board meetings (since 2010). The office address of the members of the Executive Board is OP Cooperative, Gebhardinaukio 1, FI-00510 Helsinki, Finland.

### ***President***

The duty of the president is to administer the OP Cooperative's day-to-day administration in accordance with the guidelines and regulations set by the Executive Board. Currently the President of the OP Cooperative is Mr Vesa Aho, office address: OP Cooperative, Gebhardinaukio 1, FI-00510 Helsinki, Finland.

### ***Conflicts of Interest***

The members of OP Financial Group's administrative and management bodies do not have conflicts of interest between any duties to OP Financial Group and their private interests and/or their other duties.

### ***Auditors***

The auditor during the last two financial periods was: KPMG Oy Ab, Töölönlahdenkatu 3 A, FI 00101 Helsinki, Finland.

### ***Material Contracts***

OP Financial Group does not have any material contracts that are not entered into in the ordinary course of OP Financial Group's business, which could result in any Member Credit Institution being under an obligation or right that materially affects the Bank's ability under the joint liability to meet its obligations to Instrument holders in respect of the Instruments issued.

### ***Legal Proceedings***

OP Financial Group is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which OP Financial Group is aware), during the previous 12 months which may have, or have had in the recent past, significant effects on OP Financial Group's financial position or profitability.

## Recent Events

### *OP Financial Group continues the planning of structural arrangements*

On 14 November 2014, the OP Cooperative announced that it continues to plan the structural reform of OP Cooperative Consolidated. The process of considering different options regarding the restructuring of OP Cooperative Consolidated, for example, the non-life insurance business segment may be transferred from OP Corporate Bank Group to the OP Cooperative's direct ownership. The potential implementation of legal structures for the organisation is still ongoing.

One option under consideration was the separation of OP Financial Group's central banking operations (part of the Bank) into a separate subsidiary wholly owned by the OP Cooperative. Following the assessment and in line with OP Cooperative's Executive Board decision of 4 February 2019, such separation will not be carried out and, therefore, the central banking operations will continue to remain part of OP Corporate Bank. Under such a reorganisation, OP Financial Group's banking operations will continue in their entirety to fall within the scope of joint liability as laid down in the applicable law (see "*Risk Factors – Risks Relating to the Operations of OP Corporate Bank Group – Risks Relating to Planned Structural Changes in OP Corporate Bank Group*").

*OP Financial Group plans to transfer its statutory pension insurance to a mutual pension insurance company.*

The Representative Assembly of OP Bank Group Pension Fund, which manages statutory earnings-related pension for OP Financial Group, decided to transfer its pension liability and the management of earnings-related pension insurance portfolio worth around EUR 1,068 million to Ilmarinen Mutual Pension Insurance Company. The transferred solvency capital totalled EUR 263 million. The insurance portfolio concerned accounted for some 90.8% of OP Bank Group Pension Fund's total pension liability.

The Representative Assembly of OP Bank Group Pension Fund accepted the transfer on 31 July 2018 and the transfer was executed on 31 December 2018. It is expected that the remaining pension liability will be transferred to Ilmarinen at a later date, but no earlier than by the end of 2020. The remaining portion mainly consists of OP Insurance's pension liabilities transferred from Ilmarinen Mutual Pension Insurance Company to OP Bank Group Pension Fund on 31 December 2015.

The transfer improved OP Corporate Bank's CET1 ratio by 0.1 percentage point and OP Financial Group's CET1 ratio by 0.4 percentage points. It also increased OP Corporate Bank Group's earnings before tax by EUR 34 million. The transfer of the pension liabilities created an item in OP Financial Group's financial statements that improved OP Financial Group's 2018 earnings by EUR 286 million.

### *OP Financial Group becomes member of Finance Finland*

OP Financial Group became member of Finance Finland as of 1 January 2019 and left membership of Service Sector Employers Palta. Through this decision, OP Financial Group wanted to strengthen the development, cooperation and competitiveness of the Finnish financial sector.

## **Risk-bearing Capacity and Capital Adequacy**

The primary objective of risk management within OP Financial Group is to secure the risk-bearing capacity of all entities belonging to the Group and to ensure that they do not take on excessive risk that might endanger the profitability, capital adequacy or continuity of the operations of an individual entity or the entire Group.

The purpose of risk management within OP Financial Group is to identify threats and opportunities that impact the implementation of the Group's strategy.

OP Cooperative is responsible for OP Financial Group's capital adequacy management at Group level and ensuring that any related systems are adequate and appropriate. Each OP Financial Group institution is responsible for its own risk and capital adequacy management. OP Financial Group as a financial conglomerate measures OP Financial Group's risk-bearing capacity by the ratio of own funds to the minimum amount of own funds as defined in the Act on the Supervision of Financial and Insurance Conglomerates. Since 1 January 2016 Financial and Insurance Conglomerate solvency has been calculated according to Solvency II and the previous year's figures are updated accordingly. Solvency II figures are

not audited. A strong risk-bearing capacity acts as a buffer against unexpected losses and creates a basis for the growth of business operations.

Three sets of capital adequacy ratios are calculated for OP Financial Group: 1) capital adequacy according to the Finnish Act on Credit Institutions and CRD IV Regulation, 2) capital adequacy under the Act on the Supervision of Financial and Insurance Conglomerates (*Laki rahoitus- ja vakuutusryhmittymien valvonnasta*, 699/2004), as amended, and 3) capital adequacy under the Act on Insurance Companies (*Vakuutusyhtiölaki*, 521/2008).

Regarding the capital adequacy according to the Finnish Act on Credit Institutions, the Group's operations are based on the Amalgamations Act which became effective as of 1 July 2010. Owing to the regulations on joint responsibility and security conditions prescribed in the Amalgamations Act, a minimum amount of capital resources has been set for the amalgamation of the cooperative banks calculated according to the regulations for capital adequacy specified in the Credit Institutions Act and CRD IV Regulation. The amalgamation of the cooperative banks comprises its central institution (OP Financial Group Central Cooperative), the central Institution's member credit institutions and companies belonging to their consolidation groups. Although OP Financial Group's insurance companies do not belong to the amalgamation of the cooperative banks, investments made in them have a major impact on capital adequacy calculated in accordance with the capital adequacy regulations for credit institutions. This capital adequacy figure is called the amalgamation of cooperative banks' capital adequacy. The statutory minimum for capital adequacy ratio is 8 per cent., and for Tier 1 ratio 6 per cent. and Common Equity Tier 1 ratio (CET) 4.5 per cent. The capital conservation buffer of 2.5 per cent. increases the CET1 requirement to 7 per cent. and total capital requirement to 10.5 per cent. The requirements for capital buffers implemented through national legislation will add to capital requirements further. In July 2015, the FIN-SA set the requirement for the O-SII buffer for OP Financial Group as an Other Systemically Important Institution at 2 per cent., effective as of 7 January 2016 and systemic risk buffer at 2 per cent., effective from 1 July 2019. As O-SII and systemic risk buffers are not cumulative, the systemic risk buffer shall not further increase the Group's capital requirement for the time being.

OP Financial Group is also a financial and insurance conglomerate, pursuant to the Act on the Supervision of Financial and Insurance Conglomerates. The conglomerate is governed by specific provisions of the capital adequacy requirement. Furthermore, OP Financial Group is an insurance group, pursuant to the Act on Insurance Companies. OP Financial Group insurance group's capital adequacy is the same as financial and insurance conglomerate's capital adequacy.

### ***Capital Adequacy according to the Finnish Act on Credit Institutions***

*Capital adequacy of the amalgamation of cooperative banks:*

(other than the 31 December 2017 figures unaudited):

Capital structure and capital adequacy

OP Financial Group presents the amalgamation's capital adequacy for credit institutions in accordance with the EU capital requirement regulation and directive (EU 575/2013) (CRR).

	<b>31 Dec. 2018</b>	<b>31 Dec. 2017</b>
<b>Capital base, EUR million</b>		
OP Financial Group's equity capital .....	11,835	11,121
The effect of insurance companies on the Group's shareholders' equity is excluded	189	92
Fair value reserve, cash flow hedging .....	-33	-16
<b>Common Equity Tier 1 (CET1) before deductions .....</b>	<b>11,991</b>	<b>11,197</b>
Intangible assets .....	-710	-717
Excess funding of pension liability and valuation adjustments.....	-76	-31
Cooperative capital deducted from own funds .....	-147	-148
Planned profit distribution.....	-94	-90
Shortfall of ECL minus expected losses .....	-288	-320
<b>Common Equity Tier 1 (CET1).....</b>	<b>10,677</b>	<b>9,891</b>
Subordinated loans to which transitional provision applies .....	80	81

	31 Dec. 2018	31 Dec. 2017
<b>Capital base, EUR million</b>		
Additional Tier 1 capital (AT1).....	80	81
<b>Tier 1 capital (T1).....</b>	<b>10,757</b>	<b>9,973</b>
Debenture loans.....	995	1,121
Tier 2 Capital (T2).....	995	1,121
<b>Total capital base.....</b>	<b>11,752</b>	<b>11,093</b>

A prudent valuation adjustment of EUR 27 million (20) has been deducted from CET1 capital.

Terminated cooperative capital contributions of EUR 147 million (148) refunded to customers in January 2019, as permitted by the supervisor, were deducted from CET1 capital. The Group has applied transitional provisions regarding old capital instruments to subordinated loans. In the calculation of capital adequacy and the leverage ratio, the Group has not applied the IFRS 9 transitional provision.

Risk exposure amount, EUR million

<b>Credit and counterparty risk.....</b>	<b>41,602</b>	<b>39,383</b>
<b>Standardised Approach (SA).....</b>	<b>3,878</b>	<b>3,859</b>
Central government and central banks exposure*.....	293	18
Credit institution exposure.....	7	8
Corporate exposure.....	2,561	2,423
Retail exposure.....	961	1,057
Equity investments	12	-
Other*.....	43	353
<b>Internal Ratings-based Approach (IRB).....</b>	<b>37,724</b>	<b>35,525</b>
Credit institution exposure.....	1,083	1,054
Corporate exposure.....	23,474	21,438
Retail exposure.....	5,276	4,959
Equity investments**.....	6,659	7,002
Other.....	1,233	1,072
<b>Market and settlement risk (Standardised Approach).....</b>	<b>1,319</b>	<b>1,179</b>
<b>Operational risk (Standardised Approach).....</b>	<b>4,136</b>	<b>3,958</b>
<b>Valuation adjustment (CVA).....</b>	<b>175</b>	<b>205</b>
<b>Total risk exposure amount.....</b>	<b>47,233</b>	<b>44,725</b>
<b>Risk weight floors based on ECB's decision.....</b>	<b>4,893</b>	<b>4,492</b>
<b>Total risk exposure amount including risk weight floors.....</b>	<b>52,126</b>	<b>49,216</b>

\* EUR 261 million (283 in other exposures a year ago) of government exposures represent deferred tax assets that are treated with a risk weight of 250% instead of a deduction from Common Equity Tier 1 capital.

\*\* The risk weight of equity investments includes EUR 6.4 billion in insurance holdings within OP Financial Group.

	31 Dec. 2018	31 Dec. 2017
<b>Ratios, %</b>		
CET1 capital ratio.....	20.5	20.1
Tier 1 ratio.....	20.6	20.3
Capital adequacy ratio.....	22.5	22.5

	31 Dec. 2018	31 Dec. 2017
<b>Ratios, fully loaded, %</b>		
CET1 capital ratio.....	20.5	20.1
Tier 1 ratio.....	20.5	20.1
Capital adequacy ratio.....	22.4	22.4

	<b>31 Dec. 2018</b>	<b>31 Dec. 2017</b>
<b>Ratios excluding the risk weight floors, %</b>		
CET1 capital ratio .....	22.6	22.1
Tier 1 ratio .....	22.8	22.3
Capital adequacy ratio .....	24.9	24.8

The effect of risk weight floors on the CET1 ratio was -2.1 percentage points.

	<b>31 Dec. 2018</b>	<b>31 Dec. 2017</b>
<b>Capital requirement, EUR million</b>		
Capital base .....	11,752	11,093
Capital requirement .....	7,448	7,027
Buffer for capital requirements .....	4,304	4,067

The capital requirement of 14.3% comprises the minimum requirement of 8%, the capital conservation buffer of 2.5%, the O-SII buffer of 2.0%, the minimum requirement of 1.75% set by the ECB (P2R) and the changing capital conservation buffer by country for foreign exposures. The ECB's P2R has been effective since 1 January 2017.

### Leverage ratio

<b>EUR million</b>	<b>31 Dec. 2018</b>	<b>31 Dec. 2017</b>
Tier 1 capital (T1) .....	10,757	9,973
Total exposure .....	125,510	127,027
Leverage ratio, % .....	8,6	7,9

The leverage ratio that describes a company's minimum leverage ratio is presented in accordance with Commission Delegated Regulation. According to these rules, the minimum ratio is three per cent.

OP Financial Group has applied transitional provisions regarding old capital instruments to supplementary cooperative capital and subordinated loans.

### Capital adequacy under the Act on the Supervision of Financial and Insurance Conglomerates

<b>EUR million</b>	<b>31 Dec. 2018</b>	<b>31 Dec. 2017</b>
OP Financial Group's equity capital .....	11,835	11,121
Hybrid instruments and debenture bonds .....	1,075	1,202
Other sector-specific items excluded from capital base .....	-349	-236
Goodwill and intangible assets .....	-1,501	-1,525
Insurance business valuation differences* .....	735	824
Proposed profit distribution .....	-94	-90
Items under IFRS deducted from capital base** .....	-46	3
Shortfall of ECL minus expected losses .....	-262	-294
<b>Conglomerate's capital base, total</b> .....	<b>11,393</b>	<b>11,005</b>
Regulatory capital requirement for credit institutions*** .....	6,528	6,107
Regulatory capital requirement for insurance operations* .....	1,199	1,340
<b>Conglomerate's total minimum capital requirement</b> .....	<b>7,727</b>	<b>7,447</b>
<b>Conglomerate's capital adequacy</b> .....	<b>3,666</b>	<b>3,558</b>
<b>Conglomerate's capital adequacy ratio (capital base/minimum of capital base) (%)</b> .....	<b>147</b>	<b>148</b>



\* Differences between fair values and carrying amounts based on the solvency of insurance companies and an estimate of SCR.

\*\* Excess funding of pension liability, portion of cash flow hedge of fair value reserve.

\*\*\* Total risk exposure amount x 14.3 %.

Transitional provisions and the risk weight floors have been taken into account in figures. The risk weight floors decreased the ratio by approximately 15 percentage points.

OP Financial Group's capital adequacy pursuant to the Act on the Supervision of Financial and Insurance Conglomerates is calculated using the consolidation method, whereby assets included in capital resources but not included in equity capital, under the regulations for the banking or insurance industry, are added to the equity capital in the conglomerate's balance sheet. Capital resources may not include items not available for covering the losses of other companies belonging to the conglomerate.

The financial and insurance conglomerate's minimum capital requirement consists of the credit institutions' consolidated minimum capital requirement and the insurance companies' Solvency Capital Requirement (SCR).

### OP Financial Group key indicators

	<u>Q1–Q4/2018</u>	<u>Q1–Q4/2017</u>	<u>Change, %</u>
Earnings before tax, € million .....	1,017	1,031	-1.3
Banking .....	795	619	28.3
Non-life Insurance .....	133	210	-36.7
Wealth Management .....	213	247	-13.7
Other operations .....	-123	-45	172.9
New OP bonuses accrued to owner-customers .....	-230	-220	4.4
	<u>31 Dec 2018</u>	<u>31 Dec 2017</u>	<u>Change, %</u>
CET1 ratio, % .....	20.5	20.1	0.4*
Ratio of capital base to minimum amount of capital base (under the Act on the Supervision of Financial and Insurance Conglomerates)** .....	147	148	0*
Return on economic capital, % *** .....	20.8	20.4	0.4*
<b>Return on equity (ROE), % *****</b> .....	6.9	7.7	-0.8*
<b>Return on assets (ROA), % *****</b> .....	0.57	0.60	0.0*
Ratio of non-performing receivables to loan and guarantee portfolio, % ***** .....	1.0	1.2	-0.2*
Owner-customers (1,000) .....	1,911	1,833	4.2

On 1 January 2018, OP Financial Group adopted IFRS 9 Financial Instruments. Comparatives deriving from the income statement are based on figures under IAS 39 reported for the corresponding period in 2017. Unless otherwise specified, balance sheet and other cross-sectional figures under IAS 39 on 31 December 2017 are used as comparatives.

\* Change in ratio.

\*\* The FiCo ratio has been calculated for insurance companies using transition provisions included in solvency regulation.

\*\*\* 12-month rolling.

\*\*\*\* Non-performing receivables refer to receivables that are more than 90 days past due, other receivables classified as risky and forbore receivables related to such receivables due to the customer's financial difficulties. The ratio of non-performing receivables to loan and guarantee portfolio, % equals non-performing receivables (net) divided by loan and guarantee portfolio at period end, multiplied by 100.

\*\*\*\*\* Alternative Performance Measures are presented to illustrate the financial performance of business operations and to improve comparability between reporting periods. See "Formulas for key figures and ratios" in the OP Corporate Bank plc Report by the Board of Directors and Financial Statements 2017 incorporated by reference in this Base Prospectus.

## TAXATION

### Finnish Taxation

*The comments below are of a general nature based on the Bank's understanding of current law and practice in Finland. They relate only to the position of person who are the absolute beneficial owners of the Instruments and Coupons. They may not apply to certain classes of person such as dealers. Prospective holders of the Instruments who are not resident in Finland for tax purposes and are in any doubt as to their personal tax position or who may be subject to tax in any other jurisdiction should consult their professional advisers. It should be noted that the tax laws of Finland may be amended with retroactive effect.*

#### *Taxation of Instruments*

Under present Finnish domestic tax law payments in respect of the Instruments and the Coupons will be exempt from all taxes, duties and fees of whatever nature, imposed or levied by or within the Republic of Finland or by any municipality or other political subdivision or taxing authority thereof or therein, except such taxation the holder of the Instrument or Coupon to which any such payment relates is subject to thereon by reason of such holder being connected with the Republic of Finland otherwise than solely by the holding of such Instrument or Coupon or the receipt of income therefrom. The recipient is obliged to disclose his non-resident investor status to the payer. If a recipient fails to provide such information, the Bank will be entitled to withhold or deduct amounts from a payment in respect of the Instruments, if it is required to do so under Finnish law and the Bank will not be required to pay the recipient any additional amounts.

#### *Finnish Capital Gains Taxes*

Holders of Instruments and Coupons who are not resident in Finland for tax purposes and who do not engage in trade or business through a permanent establishment or a fixed place of business in Finland will not be subject to Finnish duties or taxes on gains realised on the sale or redemption of the Instruments and Coupons. The payer is obliged to ascertain that the recipient is not resident in Finland for tax purposes.

### FATCA Withholding

Pursuant to certain provisions of U.S. law, commonly known as FATCA, a "**foreign financial institution**" may be required to withhold on certain payments it makes (foreign passthru payments) to persons that fail to meet certain certification, reporting, or related requirements. The Bank is a foreign financial institution for these purposes. A number of jurisdictions (including Finland) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of these rules to instruments such as the Instruments, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Instruments, is not clear at this time. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Instruments, such withholding would not apply prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment" and, provided the Instruments are properly treated as debt for U.S. federal income tax purposes, Instruments issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Instruments (as described under "*Terms and Conditions of the Instruments — Further Issues*") that are not distinguishable from grandfathered Instruments are issued after the expiration of the grandfather period and are subject to withholding under FATCA, then withholding agents may treat all Instruments in the Series, including grandfathered Instruments, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Instruments. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Instruments, no person will be required to pay additional amounts as a result of the withholding.

### The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Instruments (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Instruments where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Instruments are advised to seek their own professional advice in relation to the FTT.

## SUBSCRIPTION AND SALE

Instruments may be sold from time to time by the Bank to any one or more of Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, J.P. Morgan Securities plc, Merrill Lynch International, Nomura International plc, OP Corporate Bank plc, NatWest Markets Plc and UBS Limited (the "**Dealers**") or to any other person or institution. The arrangements under which Instruments may from time to time be agreed to be sold by the Bank to, and purchased by, Dealers are set out in an amended and restated dealership agreement dated 15 February 2019 (the "**Dealership Agreement**", which expression shall include any supplements or amendments thereto) and made between the Bank and the Dealers. Any such agreement will *inter alia* make provision for the form and terms and conditions of the relevant Instruments, the price at which such Instruments will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Bank in respect of such purchase. The Dealership Agreement makes provision for the resignation or renewal of existing Dealers and the appointment of additional or other Dealers.

In connection with the issue under the Programme of any Series of Instruments, a portion of which is offered or sold within the United States or to or for the account or benefit of U.S. persons, the Dealer, who is specified in the Final Terms in relation to the relevant Series of Instruments, may purchase and sell the Instruments in the open market. These transactions may include over-allotment and stabilising transactions, and purchases to cover short positions created in connection with the offering of such Instruments. Stabilising transactions consist of certain bids or purchases for the purpose of preventing or retarding a decline in the market price of such Instruments and short positions involve the sale by the relevant Dealer of a greater number of Instruments than it is required to purchase from the Bank in the offering of such Instruments. The relevant Dealer also may impose a penalty bid, whereby selling concessions allowed to broker-dealers in respect of the Instruments sold in the offering for their account may be reclaimed by the relevant Dealer if such Instruments are repurchased by the relevant Dealer in stabilising or covering transactions. These activities may stabilise, maintain or otherwise affect the market price of the Instruments which may be higher than the price that might otherwise prevail in the open market. These transactions may be effected on any stock exchange on which such Instruments are listed, in the over-the-counter market or otherwise, and these activities, if commenced, may be discontinued at any time. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

### **Selling Restrictions**

#### *The United States of America*

The Instruments have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in the preceding sentence have the meaning given to them by Regulation S.

Instruments in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code of 1986, as amended, (the "**Code**") and regulations thereunder. The applicable terms of the Instruments will identify whether the D Rules or C Rules apply or whether TEFRA is not applicable.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealership Agreement, and as described below, it will not offer, sell or deliver the Instruments, (i) as part of their distribution at any time or (ii) otherwise until forty days after the completion of the distribution of the Instruments comprising the relevant Series, as certified to the Fiscal Agent by such Dealer (or in the case of a sale of a Series of Instruments to or through more than one Dealer by each of such Dealers as to Instruments of such Series purchased by or through it, in which case the Fiscal Agent shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Instruments during the distribution compliance period (other than resales pursuant to Rule 144A) a confirmation or other notice setting forth the restrictions on offers and sales of the Instruments within the United States or to, or for the account or benefit of U.S. persons. Terms used in the preceding sentence have the meaning given to them by Regulation S.

In addition, until forty days after the commencement of the offering of Instruments comprising any Series, any offer or sale of Instruments of such Series within the United States by a Dealer that is not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

Notwithstanding the foregoing restrictions, a Dealer may offer Registered Instruments in the United States pursuant to Rule 144A to qualified institutional buyers who have been informed by such Dealer that the offer is being made pursuant to Rule 144A. Each purchaser of Instruments pursuant to Rule 144A by accepting delivery of this Base Prospectus and the Registered Instruments, will be deemed to have represented and agreed as follows:

- (i) It is a qualified institutional buyer within the meaning of Rule 144A and it is acquiring such Registered Instruments for its own account or for the account of a qualified institutional buyer over which it exercises sole investment discretion; it is aware, and each beneficial owner of such Registered Instruments has been advised, that the sale of such Registered Instruments to it is being made in reliance on Rule 144A.
- (ii) It understands that the Registered Instruments are being offered only in a transaction not involving any public offering within the meaning of the Securities Act, and that, if in the future it decides to resell, pledge or otherwise transfer such Registered Instruments purchased by it, such transaction would be subject to certain restrictions and conditions set forth in or contemplated by the Fiscal Agency Agreement.
- (iii) It understands that the Registered Instruments purchased by it will bear a legend to the following effect unless otherwise agreed to by the Bank:

THIS INSTRUMENT HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND THE TRANSFER OF THIS INSTRUMENT IS SUBJECT TO CERTAIN CONDITIONS, INCLUDING THOSE SET FORTH IN THE FISCAL AGENCY AGREEMENT (THE "**FISCAL AGENCY AGREEMENT**") DATED AS OF 10 MARCH, 1992, AS AMENDED AND RESTATED ON 16 FEBRUARY 2018, AS AMENDED FROM TIME TO TIME, RELATING TO THE INSTRUMENTS. THE HOLDER HEREOF, BY PURCHASING THIS INSTRUMENT, AGREES FOR THE BENEFIT OF OP CORPORATE BANK PLC (THE "**BANK**") THAT THIS INSTRUMENT MAY BE RESOLD, PLEDGED, OR OTHERWISE TRANSFERRED ONLY (1) TO THE BANK OR AN AFFILIATE OF THE BANK, (2) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER OVER WHICH IT EXERCISES SOLE INVESTMENT DISCRETION, WHO THE SELLER HAS INFORMED, IN EACH CASE, THAT THE RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND IN CONNECTION THEREWITH A CERTIFICATE SUBSTANTIALLY IN THE FORM OF SCHEDULE 9 TO THE FISCAL AGENCY AGREEMENT IS DELIVERED BY THE PURCHASER TO THE REGISTRAR (AS DEFINED IN THE FISCAL AGENCY AGREEMENT), (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT AND IN CONNECTION THEREWITH A CERTIFICATE SUBSTANTIALLY IN THE FORM OF SCHEDULE 11 TO THE FISCAL AGENCY AGREEMENT IS DELIVERED BY THE TRANSFEROR TO THE REGISTRAR, OR (4) OTHERWISE AS SET FORTH IN THE FISCAL AGENCY AGREEMENT.

- (iv) It acknowledges that the Bank, the Registrar, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Registered Instruments for the account of one or more qualified institutional buyers, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

**Prospective purchasers are hereby notified that sellers of the Instruments may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.**

Each purchaser of Instruments sold outside the United States pursuant to Regulation S and each subsequent purchaser of such Instruments in resales prior to the expiration of the distribution compliance period, by

accepting delivery of this Base Prospectus and the Instruments, will be deemed to have represented, agreed and acknowledged that:

- (i) It is, or at the time Instruments are purchased will be, the beneficial owner of such Instruments and (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Bank or a person acting on behalf of such an affiliate.
- (ii) It understands that such Instruments have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer such Instruments except (a) in accordance with Rule 144A under the Securities Act to a person that it and any person acting on its behalf reasonably believes is a qualified institutional buyer within the meaning of Rule 144A acquiring such Instruments for its own account, or for the account of a qualified institutional buyer over which it exercises sole investment discretion or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States.
- (iii) It understands that such Instruments, unless otherwise determined by the Bank in accordance with applicable law, will bear a legend in or substantially in the following form:

"THIS INSTRUMENT HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT."
- (iv) It understands that the Bank, the Registrar, the relevant Dealer(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

In addition, a Dealer may arrange for the placement of Registered Instruments with sophisticated U.S. institutional investors under restrictions and other circumstances designed to preclude a distribution that would require registration of the Instruments under the Securities Act. These restrictions also include the delivery of certificates containing representations and agreements as provided in the Fiscal Agency Agreement, including those set forth in the Eighth Schedule thereto referred to above.

Furthermore, each Series of Instruments will also be subject to such further United States selling restrictions as the Bank and the relevant Dealer or Dealers may agree and as indicated in the relevant Final Terms.

#### *United Kingdom*

In relation to each Series of Instruments each Dealer subscribing for or purchasing such Instruments has represented to and agreed with, or will represent to and agree with, the Bank and each other such Dealer (if any) that:

- (a) *Financial promotion:* it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any Instruments in circumstances in which section 21(1) of the FSMA would not, if the Bank was not an authorised person, apply to the Bank; and
- (b) *General compliance:* it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

#### *Japan*

Each Dealer understands that the Instruments have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, each Dealer has undertaken that it will not offer or sell any Instruments, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for reoffering or resale, directly or indirectly, in Japan or to any

Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

#### *The Republic of Finland*

Each Dealer has agreed that it will not publicly offer the Instruments or bring the Instruments into general circulation in the Republic of Finland other than in compliance with all applicable provisions of the laws of the Republic of Finland and especially in compliance with the Finnish Securities Market Act (*Arvopaperimarkkinalaki*, 746/2012), as amended and any regulation made thereunder, as supplemented and amended from time to time.

#### *Republic of Italy*

The offering of the Instruments has not been registered with the Commissione Nazionale per le Società e la Borsa (the "CONSOB") pursuant to Italian securities legislation. Each Dealer has represented and agreed that any offer, sale or delivery of the Instruments or distribution of copies of this Base Prospectus or any other document relating to the Instruments in the Republic of Italy will be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Any such offer, sale or delivery of the Instruments or distribution of copies of this Base Prospectus or any other document relating to the Instruments in the Republic of Italy must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (in each case as amended from time to time);
- (ii) in compliance with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016); and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

#### *Prohibition of Sales to EEA Retail Investors*

Unless the applicable Final Terms, Pricing Supplement or Drawdown Prospectus (as the case may be) in respect of any Instruments specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms, Pricing Supplement or Drawdown Prospectus (as the case may be) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of Directive 2002/92/EC as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
- (b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments.

## *Singapore*

Each Dealer has acknowledged that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Instruments or caused the Instruments to be made the subject of an invitation for subscription or purchase and will not offer or sell any Instruments or cause the Instruments to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Instruments, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Instruments are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Instruments pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

## *General*

Other persons into whose hands the Base Prospectus or any Final Terms comes are required by the Bank and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Instruments or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "General" above.

Selling restrictions may be supplemented or modified with the agreement of the Bank.



## GENERAL INFORMATION

### Authorisation

1. The establishment of the Programme was authorised by a duly convened meeting of the Executive Board of the Bank held on 14 January 1992 and the 2019 update of the Programme was authorised by a duly convened meeting of the Board of Directors of the Bank held on 13 December 2018.

### Auditors

2. The consolidated balance sheet and the consolidated income statements of OP Corporate Bank Group and OP Financial Group for the years ending 31 December 2017 and 31 December 2016 (in accordance with International Financial Reporting Standards ("IFRS")), have been audited, without qualification, by KPMG Oy Ab, Authorised Public Accountants (the responsible partner for the audit being Raija-Leena Hankonen), in accordance with Finnish Standards of Auditing. The auditors are a member of the Finnish Institute of Authorised Public Accountants (KHT).

### Listing and Admission to Trading

3. Applications have been made to admit the Instruments (other than Non-PD Instruments) issued under this Base Prospectus to listing on the Official List and to trading on the Regulated Market.

The Bank intends to request that the CBI provide the competent authority in the United Kingdom with a Notification. Following provision of the Notification, the Bank may apply for Instruments to be admitted to trading on the regulated market of the London Stock Exchange plc (or listed, admitted to trading and/or quoted on the regulated market of any other Member State in respect of which a Notification has been provided to the relevant competent authority of such Member State).

Non-PD Instruments may be issued pursuant to the Programme. Non-PD Instruments may be unlisted and/or may be admitted to listing, trading and/or quotation on a market, stock exchange and/or quotation system as may be agreed between the Issuer and the relevant Dealer(s) (in circumstances where the provisions of the Prospectus Directive do not apply).

### No Significant Change

4. There has been no significant change in the financial or trading position of the OP Corporate Bank Group or the OP Financial Group since 31 December 2018.

### No Material Adverse Change

5. There has been no material adverse change in the prospects of the Bank, the OP Corporate Bank Group or the OP Financial Group since 31 December 2018.

### Documents on Display

6. For so long as the Programme remains in effect or any Instruments remains outstanding, physical copies and, where appropriate, English translations of the following physical documents may be inspected during normal business hours at the registered office of the Bank and at the offices of the Fiscal Agent, namely:
  - (i) the Articles of Association of the Bank;
  - (ii) the Fiscal Agency Agreement;
  - (iii) the Deed of Covenant;
  - (iv) the audited consolidated financial statements (including the auditors' report thereon and notes thereto) of OP Corporate Bank plc and its subsidiaries in respect of the years ended 31 December 2017 and 31 December 2016;
  - (v) the OP Corporate Bank plc Report by the Board of Directors and Financial Statements 2017;

- (vi) the OP Corporate Bank plc Report by the Board of Directors and Financial Statements 2016;
- (vii) the unaudited consolidated interim financial statements of OP Corporate Bank plc and its subsidiaries for the period 1 January to 31 December 2018;
- (viii) this Base Prospectus and any supplements hereto;
- (ix) the Issuer-ICSDs Agreement dated 16 February 2018; and
- (x) any Final Terms relating to Instruments which are admitted to listing, trading and/or quotation. (In the case of any Instruments which are not listed on any stock exchange, copies of the relevant Final Terms or Pricing Supplement will only be available for inspection by a Holder of or, as the case may be, a Beneficiary (as defined in the Deed of Covenant) in respect of, such Instruments.)

The English versions of documents translated from the Finnish original are direct and accurate translations. In the event of an inconsistency between the original and translation, the Finnish language version will prevail.

7. The Final Terms for any Instruments to be admitted to the Official List and to trading on the Regulated Market will be (i) delivered to the CBI and filed with Euronext Dublin on or before the relevant date of issue of such Instruments and (ii) available from the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)) and for any Instruments to be admitted to listing on the official list of the FCA and to trading on the regulated market of the London Stock Exchange, a copy of the Final Terms for such Instruments will be delivered to the FCA and London Stock Exchange on or before the relevant date of issue of such Instruments.

#### **Clearing Systems**

8. The Instruments have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The Common Code, International Securities Identification Number (ISIN), CUSIP, Financial Instrument Short Name (FISN) and Classification of Financial Instruments (CFI) code (as applicable) in relation to the Instruments of each Series will be contained in the Final Terms relating thereto.
9. Settlement arrangements will be separately agreed between the Bank, the relevant Dealer and the Fiscal Agent or, as the case may be, the Registrar in relation to each Series.

#### **Post Issuance Information**

10. The Bank does not intend to provide post issuance information.

#### **Dealers Transacting with the Bank**

11. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Bank and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Bank or the Bank's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Bank routinely hedge their credit exposure to the Bank consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Instruments issued under the Programme. Any such short positions could adversely affect future trading prices of Instruments issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

**Yield**

12. The yield of each Tranche of Instruments set out in the applicable Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

**Listing Agent**

13. The Irish Listing Agent is Arthur Cox Listings Services Limited and the address of its registered office is Ten Earlsfort Terrace, Dublin 2, Ireland. Arthur Cox Listings Services Limited is acting solely in its capacity as listing agent for the Bank in connection with the Instruments and is not itself seeking admission of the Instruments to the Official List or to trading on the Regulated Market of Euronext Dublin.

**Legal Entity Identifier**

14. The Legal Entity Identifier (LEI) code of the Bank is 549300NQ588N7RWKBP98.

**REGISTERED AND PRINCIPAL OFFICE OF THE BANK**

Gebhardinaukio 1  
FIN-00510 Helsinki  
Finland

**AUTHORISED PUBLIC ACCOUNTANTS TO THE BANK**

**KPMG Oy Ab**  
Töölönlahdenkatu 3 A  
FIN-00101 Helsinki  
Finland

**ARRANGER**

**Citigroup Global Markets Limited**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

**DEALERS**

**Barclays Bank PLC**  
5 The North Colonnade  
Canary Wharf  
London E14 4BB  
United Kingdom

**BNP Paribas**  
10 Harewood Avenue  
London NW1 6AA  
United Kingdom

**Citigroup Global Markets Europe AG**

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**Citigroup Global Markets Limited**

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**Crédit Agricole Corporate and Investment Bank**

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United Kingdom

**DZ BANK AG**

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Frankfurt am Main**  
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60325 Frankfurt am Main  
Germany

**J.P. Morgan Securities plc**

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Canary Wharf  
London E14 5JP  
United Kingdom

**Merrill Lynch International**

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London EC1A 1HQ  
United Kingdom

**NatWest Markets Plc**

250 Bishopsgate  
London EC2M 4AA  
United Kingdom

**Nomura International plc**

1 Angel Lane  
London EC4R 3AB  
United Kingdom

**OP Corporate Bank plc**  
Gebhardinaukio 1  
FIN-00510 Helsinki  
Finland

**UBS Limited**  
5 Broadgate  
London EC2M 2QS  
United Kingdom

**FISCAL AGENT**

**REGISTRAR**

**The Bank of New York Mellon,  
acting through its London Branch**  
One Canada Square  
London E14 5AL  
United Kingdom

**The Bank of New York Mellon SA/NV,  
Luxembourg Branch**  
Vertigo Building - Polaris  
2-4 rue Eugène Ruppert  
L-2453 Luxembourg

**PAYING AGENT**

**The Bank of New York Mellon SA/NV, Luxembourg Branch**  
Vertigo Building - Polaris  
2-4 rue Eugène Ruppert  
L-2453 Luxembourg

**IRISH LISTING AGENT**

**Arthur Cox Listings Services Limited**  
Ten Earlsfort Terrace  
Dublin 2  
Ireland

**LEGAL ADVISERS**

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