



General loan terms and conditions

Effective as of 24 March 2021.

1 Definitions

1.1 Home loan refers to a consumer loan granted to purchase shares in a housing company entitling to possession of a housing unit or residential property, or to purchase a residential building that is located in the area possessed by virtue of the usufruct regarding the property, or to maintain title to any of the abovementioned shares/units/properties. A consumer loan taken out to pay off a housing company loan is regarded as a home loan.

1.2 Loan with residential property collateral refers to a consumer loan granted for a purpose other than that mentioned in 1.1 above, in security of which the borrower gives shares in a housing company entitling its holder to possession of a housing unit, residential property or usufruct of property.

1.3 Foreign currency loan refers to a home loan or a loan with residential property collateral granted in a currency other than the EU or EEA currency where the consumer resides, or in a currency of a country other where the consumer earns their income or has assets that they use to repay the loan.

1.4 Loan costs refer to the total amount of interest, expenses and other charges known to the bank as the lender and payable by the borrower under their obligation to the lender, including any costs of insurance and other additional services related to the loan agreement if obtaining the loan on the marketed terms requires entry into an agreement on the additional service.

1.5 Effective interest rate refers to an annual interest rate derived by calculating the costs of the credit in terms of annual interest on the loan amount and taking account of amounts repaid.

1.6 Distance selling refers to a transaction whereby an agreement on a service is made through telecommunications, without the customer meeting the lender's representative in person. Distance selling excludes any transaction based on an existing online or telephone bank agreement.

1.7 Provision of information in a permanent form refers to providing information on OP eServices or by written notification.

The lender shall notify its online service customers of any changes in this promissory note, its terms and conditions, the lender's charges and fees, and any other notifications based on this debt relationship by sending the borrower a message on OP eServices.

If the customer has no eServices Agreement with the lender, the lender will send the abovementioned notifications by post to the address reported to the lender or the Digital and Population Data Services Agency.

1.8 International sanctions refer to a sanction, financial penalty, export or import ban, trade embargo or other restriction imposed, administered, approved or executed by the Finnish Government, the United Nations, the European Union, the United States of America, the United Kingdom or their competent authorities or governing bodies, as well as an administrative asset-freezing measure imposed by the Finnish National Bureau of Investigation.

2 Conditions precedent

Drawing down the loan requires that

- the borrower has signed the loan agreement;
- the lender has received the agreed collateral when granting the loan, and all pledge and guarantee documents have been duly signed and are in the possession of the lender; and
- any other preconditions for drawing down the loan or part thereof have been fulfilled.

The lender will have the right to reject the drawdown of the loan or part thereof if there are grounds for demanding repayment of the loan earlier than originally scheduled, the borrower has filed a petition for debt adjustment or financial restructuring with a court, or a payment default has been registered in the borrower's credit history after the lender granted the loan.

3 Interest

3.1 Interest on a floating rate loan

Interest on a floating rate loan comprises the reference interest rate and a lender's margin (mark-up).

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

When calculating the home loan interest rate, the reference interest rate must always be at least 0%. Irrespective of the reference interest rate, the interest rate of a loan other than a home loan must always be at least 0%.

Euribor rate

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



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

The first interest rate determination period will begin on the day when the first instalment of the loan is drawn down. The interest rate for the first interest rate determination period appears from the loan drawdown document. The next interest rate determination period will begin immediately after the end of the previous interest rate determination period.

The reference interest rate for the loan changes in accordance with the rate on the banking day preceding the day when the interest determination period begins. If that day is not a Euribor quotation day, the reference interest rate used for the loan is the reference rate of the previous quotation day. The loan interest rate will change by as much as the reference rate has changed.

Base rate

The base rate is the rate half-yearly confirmed by the Ministry of Finance.

Interest payable on the loan will change by as much as the base rate changes on the day when the change in the base rate enters into force.

OP-prime rate

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

The interest rate applicable to the loan will change as much as the OP-prime rate changes on the day when the change in the interest rate enters into force.

3.3 Fixed interest rate

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

3.4 Information provided on interest rates and repayments

If the loan interest rate changes, the lender will provide the borrower with up-to-date information — in permanent form and at least once a year — on interest, the amount of each repayment and the number of repayment instalments.

During the contractual relationship, the borrower has the right, upon request, to receive a loan repayment table in accordance with the Consumer Protection Act.

3.5 Cessation or suspension of quotation of the reference interest rate

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

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

3.6 Interest days

For loans linked to the Euribor rate, interest is calculated on the basis of actual days, using 360 as the divisor, whereas interest on other loans is calculated on the basis of interest days (30), using 360 as the divisor.

3.7 Penalty interest

If the borrower defaults on loan repayment or payment of interest charges or other charges and fees, the borrower must pay annual default interest on the overdue amount from the due date until the date on which the overdue amount arrives at the creditor bank.

The penalty interest rate is seven (7) percentage points higher than the reference interest rate referred to in the Interest Act. However, it is never lower than the interest charged on the loan by the lender.

If the interest charged by the lender prior to the loan maturity is higher than the penalty interest referred to in the Interest Act, the lender will have the right to charge this interest as penalty interest for a maximum of 180 days from the date on which the entire loan has matured, but only up to the day on which the relevant court has issued a ruling regarding the loan. Thereafter, the lender will charge penalty interest under the Interest Act.

3.8 Interest on special loans

In case a loan is subject to provisions set forth in a special enactment and a provision concerning interest on the loan changes or an authority decides to change the interest on the basis of said enactment, the lender will have the right to change the interest payable on the loan accordingly. The lender will notify the borrower of a change in the interest rate as specified in clause 3.4.



4 Change in charges and fees

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

The lender will notify the borrower, in permanent form, of any changes to charges and fees specified in the promissory note and their effect on the number of repayments and repayment amounts. Such a change will take effect from the date notified by the lender, but no earlier than one month of the date of sending such notification to the borrower.

If the borrower and the lender agree on any changes to the promissory note or on other services, the lender has the right to charge a fee for these according to its list of service charges and fees. The list of service charges and fees valid at any given time is available from the lender's branches.

5 Postponement of the repayment date

If the due date is not a banking day, the date of repayment of the loan and interest payable on the loan and other loan costs will be postponed until the next banking day. In such a case, the lender will charge loan interest, according to the interest determination period preceding the postponement of the repayment date up to the postponement date, on the entire remaining principal of the loan.

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

6 Right of cancellation (right of withdrawal)

6.1 Right of cancellation

The borrower has the right to cancel the loan agreement by informing the lender thereof in permanent form within 14 days of the date when the borrower received in permanent form a copy of the loan agreement and its terms and conditions and, in the case of distance selling, advance information on loans other than home loans.

If the borrower cancels the loan agreement, the lender will charge interest on the loan for the period during which the loan was available to the borrower. If the lender has paid the authorities charges due to the conclusion of the loan agreement and such charges are not refunded in the case of cancellation, the lender will have the right to receive compensation for such charges from the borrower.

If a loan other than a home loan or loan with residential property collateral is based on distance selling, the lender has the right, in cases referred to in law, in the case of cancellation charge effective interest for the period when the loan has been available to the borrower.

The borrower must return funds, interest included, obtained on the basis of the agreement without delay or within 30 days of sending the notice of cancellation and make the aforementioned payments, or the cancellation will become void.

6.2 Release of collateral

In case the borrower has lodged collateral in security for repayment of the loan, the lender will release said collateral as soon as the borrower returns all funds, interest included, drawn down on the basis of the loan agreement.

6.3 Non-binding ancillary contract

Another contract related to the loan agreement will not be binding on the borrower in case the borrower cancels the agreement if such ancillary service is provided by the lender or a third party on the basis of an agreement or another arrangement between the third party and the lender.

If the borrower wishes to keep the ancillary contract in force despite cancellation of the loan agreement, the borrower must inform the lender in a permanent form thereof within 30 days of sending the notice of cancellation. In case the ancillary contract remains in force, the lender will charge a price based on the contract.

7 Early repayment

7.1 Borrower's right to repay a loan early

The borrower has the right to repay the loan or part thereof earlier than originally scheduled by notifying the lender thereof in a permanent form.

If the borrower repays the loan or part thereof earlier, loan costs allocated to the unused loan term must be deducted from the remaining amount owed to the lender. However, the lender may charge all of the actual costs arising from the actions related to the establishment of the loan and specified in the loan agreement.

The lender is entitled to compensation for all expenses arising from collateral arrangements regardless of whether the loan is paid early in full or in part.

7.2 Lender's entitlement to compensation for early repayment of a home loan

If the borrower repays home loan or part thereof early, the lender may charge for any loss due to lower interest rates, provided that the amount lent was more than 20,000 euros and the loan interest rate was fixed or the reference interest rate's interest determination period was at least three years.



7.3 Lender's entitlement to compensation for early repayment of other than a home loan

The lender is entitled to compensation paid by the borrower if the latter repays the loan or part thereof early, provided that the loan interest rate is fixed.

This compensation accounts for no more than one per cent of the repaid amount or, if at the time of repayment the loan agreement expires within less than 12 months, for half a per cent of the repaid amount. However, the compensation may not exceed the interest amount for the period between early repayment and the loan agreement expiry date.

The lender is not entitled to compensation if the amount of loan repaid early within the last 12 months does not exceed 10,000 euros or if repayment is made under payment protection insurance.

7.4 Calculation of compensation

In the case of home loans and loans with residential property collateral, after receiving a request to allow early repayment, the lender must promptly provide the borrower with a calculation, in a permanent form, that shows the amount of compensation demanded and the bases and assumptions used in its calculation.

8 Allocation of repayments

If the borrower has raised several loans from the lender, the borrower will have the right to choose the loan to which the borrower allocates the repayment. The lender determines what instalments of an individual loan will be covered by each repayment.

9 Special events of default

9.1 Delayed payment

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

- 1 such payment is at least one month overdue and is still outstanding; and
- 2 the outstanding amount accounts for at least ten per cent of the original amount of the loan or, if it comprises more than one payment instalment, for at least five per cent of the original amount of the loan, or comprises the remaining outstanding debt in full.

However, the loan will fall due for payment upon the lender's written demand if such payment is at least six months overdue and is still outstanding to a substantial extent.

The lender will have no right to demand repayment of the loan balance if any overdue payment is due to the borrower's illness, unemployment or another comparable reason beyond the borrower's control. However, the lender will have the right to demand repayment of the loan, if it

would be manifestly unfair for the lender to continue the debt relationship with the borrower, in view of the duration of such delay and other circumstances.

9.2 Other reasons

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

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

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

If a loan guarantor or any of them dies or is placed in bankruptcy, the borrower or a co-guarantor must obtain a new guarantor approved by the lender or some other collateral approved by the bank within the period specified by the bank, which must be at least one month. Otherwise, the lender may call in the loan in writing.

If the lender demonstrates that the collateral lodged can no longer be deemed adequate and a reduction in the value of the collateral is due to actions by the borrower or the pledgor, the borrower must increase the collateral within the period specified by the lender, which must be at least one month, and in the manner approved by the lender, or must amortise the loan by the amount specified by the lender in writing. Otherwise, the lender may call in the loan in writing.



9.3 Entry into force of demand for repayment

A demand for repayment will enter into force within four weeks or, if the borrower has previously been sent a reminder of overdue payment or some other breach of agreement, within two weeks of sending the borrower notice of repayment. If the borrower pays the overdue amount or rectifies said breach of agreement within the abovementioned period, the demand for repayment will be cancelled.

The loan will fall due for immediate repayment if the borrower is declared bankrupt.

If the lender calls in the loan and demands its repayment, loan costs allocated to the unused loan term must be deducted from the remaining amount owed to the lender. However, the lender may charge all costs arising from the actions related to the establishment of the loan and specified in the loan agreement.

9.4 Lender's liquidity and capital adequacy

The loan will fall due upon the lender's demand in writing for immediate repayment if the lender's liquidity or capital adequacy falls below the limits provided for in law.

9.5 Borrower's right to extraordinary calling in of a loan

The borrower will have the right to call for repayment of the loan early on the basis of a material breach of agreement by the lender in respect of this debt relationship. In such a case, the borrower is under no obligation to pay the lender any costs arising from such early repayment.

10 Use of credit history and reporting payment default to the credit information register

When granting and monitoring loan and accepting a guarantee or pledge, the lender uses the personal credit information of the person making a commitment. Such credit history is available from the credit information register maintained by a credit reference agency (such as Suomen Asiakastieto Oy).

In case the borrower defaults on payment, the lender has the right to report such default to the credit information register related to the loan agreement if at least 60 days have passed from the original due date mentioned in a reminder and the lender and the borrower have not made any new payment agreement after the original due date, or if the registration of entry of such payment default is otherwise permitted under applicable legislation or a ruling by the data protection authorities.

11 Lender's right to disclose information to a guarantor and pledgor

The lender has the right to disclose information to a guarantor and pledgor concerning all the borrower's commitments, payment defaults and other circumstances affecting the borrower's repayment capacity.

12 Notifications

The borrower must notify the lender without delay of any change in the borrower's name and address. Upon request, the borrower must provide the bank with information regarding the borrower's financial standing and other information affecting this debt relationship that is necessary to the bank as the lender.

When the lender sends the borrower a message via OP eServices or to the borrower's address, the borrower is considered to have received such a message no later than the seventh day of the date of sending the message.

The lender will send to the borrower mentioned first in the loan agreement messages and notifications related to the loan and information on any changes in agreements, terms and conditions, charges and fees and the list of service charges and fees.

13 Processing of personal data

The lender processes customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Notice. The customer is advised to read the indicated privacy information. The Privacy Notice is available on the lender's website at www.op.fi/dataprotection.

14 Notification of changes in foreign exchange rates

The lender will inform the borrower of a foreign currency loan in a permanent form when the remaining loan amount or the amount of instalments differs by over 20 per cent from what it would be if the foreign exchange rate valid at conclusion of the loan agreement were applied.

15 Right of alteration

The lender has the right to alter the loan agreement by sending the borrower prior notice of such alterations in permanent form, provided that such an alteration does not add to the borrower's obligations and diminish the borrower's rights, or is due to a legislative amendment or an official decision. The lender will notify the borrower of an alteration at least two months before the alteration takes effect.



The alteration will take effect without the borrower's approval if the alteration is due to a legislative amendment or official decision. Otherwise, the borrower will be deemed to have agreed to the alterations of the terms and conditions of the agreement proposed by the lender unless the borrower objects to them by their proposed effective date.

16 Liability for indirect loss

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

17 Force majeure

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

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

18 Regulators

Consumer loans are supervised by the Financial Supervisory Authority (www.finanssivalvonta.fi), the Consumer Ombudsman, the Finnish Competition and Consumer Authority (www.kkv.fi) and, as district administrative authorities under its control, Regional State Administrative Agencies (www.avi.fi).

19 Non-judicial procedures

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

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

As a consumer, you may take any dispute concerning these terms to the Consumer Disputes Board (www.kuluttajajiri.fi). If the dispute concerns a financial or insurance service, you may submit the dispute to the Finnish Financial Ombudsman Bureau (www.fine.fi) or to the Bureau's Banking, Investment or Insurance Boards. You may also contact the Financial Supervisory Authority.

20 Jurisdiction and applicable law

The borrower may bring an action against the lender concerning any disputes that may arise from this debt relationship in the district court of the jurisdiction in which the lender is domiciled or its management is mainly based, or in the district court of the Finnish municipality which has jurisdiction over where the borrower resides or has a permanent residence. If the borrower has no residence in Finland, disputes will be settled in the district court of the jurisdiction in which the lender is domiciled or its management is mainly based.

The laws of Finland shall apply to this agreement.