

## Key changes effective as of 1 June 2021

The General Terms and Conditions for Payment Transaction Services no longer contain any references to accounts and credit facilities. Accounts of corporate and institutional customers are governed by the General Terms and Conditions for Accounts and, in the case of credit facilities, the Terms and Conditions for Credit Facilities.

## Changes

General Terms and Conditions for Accounts (corporate and institutional customers)

## 1.11 Cancellation of an agreement

Addition: The Bank shall have the right to terminate an agreement with immediate effect if the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de-facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO or director or, to the best of the Customer's knowledge, an employee, an authorised signatory or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to them

#### 1.14 Other terms and conditions

 Addition: If any of the clauses under an agreement are deemed invalid or null and void, the rest of the agreement shall nonetheless remain effective as is.
The Bank's failure to invoke a circumstance in accordance with an agreement or to react to an act or an omission by the other party shall not be deemed to constitute a waiver of contractual rights.

#### 2.4 Holders of account access rights

Addition: The Bank may refuse to provide access rights for a person subject to a business prohibition issued by a public court of law. The account access rights of such a person may be terminated as soon as the Bank becomes aware of a business prohibition.

#### 2.7 The Bank's right to restrict the use of an account

 Addition: The Bank shall have the right to restrict the use of an account if the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de-facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO or director or, to the best of the Customer's knowledge, an employee, an authorised signatory or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to them.

### 2.8 The Bank's right to close an account

O Addition: The Bank shall have the right to close an account --- for a reason arising from the law or other regulations or if the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de-facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO or director or, to the best of the Customer's knowledge, an employee, an authorised signatory or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to them.

## 2.10.2 Cessation of quotation of the reference interest rate

Replacement of the previous clause: If quotation of the reference interest rate ceases or is suspended, the reference interest rate applicable to deposits shall be determined in accordance with a statute or a decision or guideline issued by the authorities concerning a new reference interest rate. If no statute is enacted or no decision or guideline issued by the authorities concerning a new reference interest rate, the Bank shall announce the new reference interest rate as per clause 1.9.

## 2.12.3 Consequences in the event of insufficient funds

o Addition: Charges and fees may also be debited from other accounts held by the Customer.

# 2.13 Effects of termination and cancellation of an account agreement

Addition: The Customer shall pay a user fee for the Service in, or a monthly fee for, the month in which the agreement ends, if such fees are charged for said Service. Any charges and fees paid in advance by the Customer shall not be refunded in so far as they apply to the time after the end of the agreement.



# Terms and Conditions for Credit Facilities (corporate and institutional customers)

- The special, Service-specific section (section III) of the General Terms and Conditions for Payment Transaction Services no longer contains any references to credit facilities (clause 1: Terms and conditions of credit facilities associated with an account).
- Credit facilities are governed by the Terms and Conditions for Credit Facilities.

## General Terms and Conditions for Payment Transaction Services (corporate and institutional customers)

## Common section

## 3 Service charges and fees

Addition: If an account has insufficient funds for debiting the Bank's charges and fees, the account holder shall pay the Bank and the Bank shall have the right to collect, from funds deposited into the account at a later date, the amount of penalty interest due on the Bank's receivable, a charge for sending a reminder letter, and other applicable collection charges and fees. Charges and fees may also be debited from other accounts held by the Customer. Penalty interest shall be charged at the latest confirmed reference interest rate within the meaning of section 12 of the Finnish Interest Act plus fifteen (15) percentage points.

#### 4.1 Bank notifications

Date of receipt of information:

Until 31 May 2021: "Where the Bank makes information or a notification available to the Customer via a Digital Service, or sends the same to the aforementioned address, the Customer shall be regarded as having received said information no later than on the seventh (7th) day after the information or notification was sent."

As of 1 June 2021: "Where the Bank makes information or a notification available to the Customer at the Bank's branch or via a Digital Service, or sends the same to the aforementioned address, the Customer shall be regarded as having received said information or notification immediately."

#### 8 The Bank's right to suspend the use of Service

 The Bank shall have the right to suspend the use of a Service, restrict access thereto or to choose not to execute an order submitted to the Bank or handle data sent to the Bank  Addition: if the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de-facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO or director or, to the best of the Customer's knowledge, an employee, an authorised signatory or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to them.

## 14 Cancellation of an agreement

- The Bank shall have the right to suspend a Service and to cancel the applicable agreement in its entirety or in respect of the Service in question with immediate effect, if
  - Addition: the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de-facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO or director or, to the best of the Customer's knowledge, an employee, an authorised signatory or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to them.

### 18 Intellectual property rights

o Addition: Title, copyrights, trademark rights and all other intellectual property rights to any material, text, images, software and other elements and content contained within, and made available through, the Services shall belong to the Bank and/or Other Service Provider unless otherwise expressly agreed in writing. The Customer shall have the right to use the Services only in their own operations during the term of the agreement and in accordance with its stipulations and restrictions. The Customer shall not have the right to assign or sub-license their contractual rights to a Third Party.

## 19 Personal data processing

 Addition: The Bank shall process all personal data of the Customer's representatives in accordance with the latest regulations and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. The Customer and the Customer's representatives are advised to read the aforementioned information concerning data protection. The Privacy Statement and Privacy Notice are available at www.op.fi.



## Special, Service-specific section

- 3. E-Invoicing Service
- o 3.4 E-Invoicing at op.fi
  - Deletion: 4.11 E-Invoicing on OP eServices
- 3.3.3 Address Notification Service
  - Addition: The Customer may send E-Invoice Receiver-Proposals to consumer customers, which the customers can approve or reject online.
    Approved E-Invoice Receiver-Proposals shall automatically activate the E-Invoicing Service.
- Addition: 3.5 Personal data processing in the context of E-Invoices

## Deletions:

- o 5 POS Terminal Service
- o 10 Batch Transfer Service
- o 12 E-Salary Service