

Effective as of 4 April 2016 and until 12 January 2018.

**The General Terms and Conditions for Accounts consist of the Common Section of the General Terms and Conditions for Payment Transfer Services ("Common Section") and the Account Terms and Conditions. In the event of any inconsistency or discrepancy between these sets of terms and conditions, the Account Terms and Conditions shall apply.**

#### **Application of the Payment Services Act and other legislation**

The provisions governing disclosure of information prior to conclusion of an agreement and during the contractual relationship laid down in the Payment Services Act (30.4.2010/290) and in other legislation shall not apply to account agreements, unless otherwise agreed below.

## **1. General terms and conditions for payment transfer services**

### **1.1 Definitions**

**Bank** is an OP Financial Group member Bank with which the Customer has concluded this agreement. The Bank belongs to the amalgamation of deposit banks as referred to in the Act on the Amalgamation of Deposit Banks.

**Banking day** is a day on which the Bank is open for business so as to be able to execute a Payment transaction. In Finland, a Banking day refers to any weekday from Monday to Friday excluding Finnish religious holidays, Finland's independence day (6 December), Christmas Eve, Midsummer Eve and any day that is not otherwise regarded as a Banking day. With respect to OP Financial Group's internal, real-time payments, the Bank may, however, execute payments any day, unless the Payment transaction requires currency exchange.

**Customer** is an entrepreneur or a legal person who concludes this agreement with the Bank, or a person who gives payment orders.

**Electronic service channel** refers to Corporate eServices, OP eServices, batch transfer service, Cash Management Service, Web Services or other electronic service offered by the Bank.

**International sanctions** refer to a sanction, financial sanction, export or import ban, trade embargo or another restrictive action imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies.

**OP Financial Group** consists of OP Cooperative, its existing and future subsidiaries (such as OP Corporate Bank plc), its Group companies (such as OP Insurance Ltd), entities and foundations and their subsidiaries, OP Cooperative's member banks and their subsidiaries, OVY Insurance Ltd, OP Bank Group Pension Foundation, OP Bank Group Pension Fund and other existing and future companies, entities and foundations, over which at least one of the aforementioned organisations alone or together with another of the aforementioned exercises control.

**Other service provider** is an OP Financial Group company or institution.

**Payment order** and its execution. Payment order is an order given by the Customer to its Bank to execute a Payment transaction as a credit transfer, money order, direct debit, cash deposit, cash withdrawal, or by means of a payment card or another payment instrument. Execution of a payment order involves the measures taken by the service provider to process the order and transfer the payment.

**Payment transaction** refers to a procedure whereby funds are transferred, withdrawn or made available, with the exception of transactions related to the crediting of deposit interest. For example, a credit transfer or direct debit constitutes a Payment transaction.

**Payment transfer services** refer to services for payment and account information used in an Electronic service channel.

**Service** refers to an account, Electronic service channels, payment transfer services, sending and receiving e-invoices, and other payment transfer services.

### **1.2 Agreement's entry into force and validity**

The agreement enters into force as soon as the Customer and the Bank have signed this agreement and the Bank has approved an application filed by the Customer in the Electronic service channel. The Bank has the right to require that a decision made by the Customer's competent body on conclusion of the agreement be sent to the Bank.

The agreement will remain effective until further notice unless otherwise agreed.

### **1.3 Charges and fees for services**

The Bank has the right to debit the Customer's account charges and fees for use of the services based on the Bank's service price list valid from time to time, or charges and fees separately agreed with the Customer. The Customer shall ensure that the agreed account has sufficient funds required to pay such charges and fees. Clause 2.11.2. of the Account Terms and Conditions stipulates the consequences of insufficient funds. The service price list valid from time to time is available from the Bank's branches.

The Bank has the right to deduct a fee from an incoming payment, according to its service price list before the related amount is credited to the Customer's account. In such a case, the Bank shall itemise the amount of the Payment transaction and any charges deducted therefrom for the payee.

### **1.4 Communication between the Bank and the Customer**

#### **1.4.1 Bank's notifications**

The Bank shall use the Electronic service channel to send or make available to the Customer information on any amendments to this agreement and its terms and conditions and on payment services (such as insufficient funds messages), and all other messages based on this agreement.

If the Customer has no agreement for use of the Electronic service channel with the Bank or the Bank cannot send or make available to the Customer messages by using the Electronic service channel, the Bank shall send said messages by post to the address obtained by the Bank from the relevant registration authority or the Business Information System, or to another address agreed with the Bank.

The Bank has the right to notify in its branches and Electronic service channels of other amendments specified in the second paragraph of clause 1.9.1. below and other revision of charges and fees specified in clause 1.9.2. below.

Reference interest rates applicable to the account and credit and exchange rates applicable to Payment transactions are available from the Bank's branches and on the website at [op.fi](http://op.fi).

### Information on Payment transactions

The Bank shall give information on Payment transactions in a manner specified in the account agreement or another payment services agreement.

### Date of receipt of information

When the Bank makes information or notification available to the Customer at the Bank's branch or in the Electronic service channel or sends it to the aforementioned address, the Customer is considered to having received the information or notification at the latest on the seventh (7th) day following making it available or sending it. The Customer is considered to having received the information or notification immediately if the Bank and the Customer have separately agreed on the use of fax and the information has been sent to the fax number the Customer last notified to the Bank.

#### 1.4.2 Contacts with the Bank

The Customer may contact the Bank by sending a Customer message in the Electronic service channel, visit any of the Bank's branches in person or phone the Bank, with the following exceptions:

Lost/stolen user identifiers for the Electronic service channel shall be reported to the deactivation services specified in the terms and conditions of the Electronic service channel.

No other reports may be filed with the deactivation services. The Bank shall ignore any possible reports other than those related to lost/stolen user identifiers.

The Customer may not give the Bank any orders, authorisations or instructions in the form of a Customer message in the Electronic service channel.

### Language

The Customer can perform its transactions in Finnish or Swedish according to the Bank's offering and depending on the branch, service channel or service in question, unless otherwise separately agreed with the Customer. If the Customer wishes to use a language other than Finnish or Swedish, it will be liable for costs arising from obtaining and using interpretation services.

## 1.5 Information provided to the Bank

The account opener shall provide the Bank with information on the account holder. The account holder shall provide the Bank with information on persons with the right of access to the account.

The Customer, the person opening the account, the account holder and the person with the right of access to the account shall inform the Bank of their name, personal identity code and/business ID, postal address, telephone number and place of residence. If required by the Bank, the person with the right of access to the account shall provide the Bank with a specimen signature. In addition, the Customer, the person opening the account and the account holder must inform the bank of whether he/she is liable to pay tax abroad and the tax identification number in respect of the country concerned. The Customer and the person with the right of access to the account shall inform that Bank of any changes in the aforementioned information in order for the Bank to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the Customer, and to make sure that tax liability information is up to date.

The Customer shall provide the Bank with an extract from the relevant public register in case of any changes in matters in the public register.

If the aforementioned information was already provided earlier to the Bank, the Bank may use such information entered in its customer register.

If the Customer has given permission to the delivery of information subject to bank secrecy as a text message or by email, the Customer shall inform of its new contact details if it wishes messages to be sent to its new telephone number or email address. The account holder shall inform of its fax number and any changes therein, if the Customer has agreed on sending information by fax.

The Customer shall provide the Bank with its financial statements, notes included, within 30 days of the completion date of the financial statements set forth in the Accounting Act. In addition, the Customer shall provide the Bank with its interim accounts or similar reports as soon as they have been completed and in such a way that the Bank will receive information on the Customer's financial position at least every six (6) months and other information on the Customer's financial position upon request or in a manner agreed separately.

#### 1.5.1 Debtor's obligation to disclose information

In case the account has a credit facility, the account holder shall, upon request, provide the Bank with information on its financial position necessary for the Bank. The account holder shall also promptly inform the Bank of any material changes in its business, in advance if possible and immediately upon their occurrence at the latest. These changes include

- a changed domicile, type of business organisation or line of business
- closing down the business, its substantial expansion or contraction
- material changes in parties bound by financial interests with the account holder and in the account holder's ownership base
- the account holder's holdings in and material commitments to other companies.

## 1.6 Complaints

If the Customer has detected any error or problem related to the service, it must contact the Bank to solve the problem or correct the error.

Any complaints and claims shall be made in writing and duly specified to the Bank as soon as an error or loss/damage has been detected, or no later than three (3) months of the date of the detection. Unless such complaint has been filed within the specified time mentioned above, the Bank shall not be liable for the occurrence detected and the Customer will have no right to claim damages in this respect.

## 1.7 Limitation of liability for damages

The Bank is liable to compensate the Customer for no other than direct losses arising from action taken by the Bank in breach of either the Payment Services Act or these terms and conditions. Such direct losses include interest loss, service fees charged by the Bank and necessary costs incurred by the Customer in its efforts to have the breach or negligence remedied.

The Customer shall take reasonable measures in order to mitigate its loss. If the Customer fails to do this, it is liable for the loss in this respect. Damages payable by the Bank for breach of either laws or the agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, any possible contribution to the loss by the Customer, the amount of consideration paid for the payment service, the Bank's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

Under no circumstances shall either contracting party be liable for any indirect or consequential loss, such as loss of income or lost profit, or for any similar loss unless otherwise agreed separately.

## 1.8 Force majeure

A contracting party is not liable for loss caused by non-fulfilment of its obligations on account of an unusual or unpredictable obstacle beyond its control, if it can prove that it has been unable to prevent or overcome the consequences by the exercise of due diligence.

The Bank is not liable for loss if the fulfilment of obligations based on the account agreement is against its obligations under any legislation.

A contracting party shall notify the other party as soon as possible after being affected by a force majeure event. The Bank may announce a force majeure event in national daily newspapers or on its website at [op.fi](http://op.fi).

## 1.9 Amendments to the agreement, its terms and conditions, and the price list

### 1.9.1 Amendments to the agreement, its terms and conditions

#### Agreements effective until further notice

The Bank shall inform the Customer of any amendment that reduces its rights or increases its obligations that does not result from a legislative amendment or a decision issued by the authorities, in accordance with clause 1.4.1. of the Common Section above. The amendment shall take effect at the earliest in one (1) month of the date of receipt of information under clause 1.4.1. above. The agreement shall continue to be effective with the amended content unless the Customer informs the Bank in writing by the effective date of the amendment that it disagrees with the amendment. If the Customer disagrees with the amendment made to the account agreement or the Account Terms and Conditions, it and the Bank will have the right to terminate this agreement as stipulated in clause 1.10. The Bank shall not charge the Customer any termination costs incurred by the Bank.

With respect to amendments that do not substantially increase the Customer's obligations or reduce its rights or do not result from a legislative amendment, a decision issued by the authorities or changes in the systems of direct debit or payment transfer, the Bank has the right to publish such changes at its branches and in the Electronic service channels. Such changes take effect on a date notified by the Bank. The agreement shall continue to be effective with the amended content unless the Customer has terminated it prior to entry into force of the amendments.

#### Fixed-term agreements

With respect to changes that are due to a legislative amendment or a decision issued by the authorities, the Bank has the right to publish such changes at its branches and in the Electronic service channels. Such changes take effect on a date notified by the Bank. The agreement will continue to be effective with the amended content unless the Customer has terminated it prior to entry into force of the amendments.

### 1.9.2 Service price list revision

#### Collecting a new charge or fee

The Bank shall notify the Customer as stipulated in clause 1.4.1 of the Common Section above of any alteration resulting in a new charge or fee amended to this agreement not included in the service price list on the date of signing the account agreement that does not result from a legislative amendment or a decision issued by the authorities. The revision will take effect and the Bank shall have the right to collect such a new charge or fee at the earliest in one month of the date of receipt of information under clause 1.4.1. above.

The agreement will continue to be effective with the amended content unless the Customer notifies the Bank in writing within one (1) month of sending the Bank's notification that it will not approve the collection of new charge or fee proposed by the Bank. If the Customer disagrees with the amendment, it and the Bank will have the right to terminate this

agreement as stipulated in clause 1.10. The Bank shall not charge the Customer the termination costs incurred by the Bank.

#### Revision of other charges and fees

The Bank shall inform of an increase in a charge or fee on the service price list, and of an inclusion of a charge or fee in this agreement due to a legislative amendment or a decision issued by the authorities by publishing a new service price list at its branches. The Bank will inform the revisions at its branches and in the Electronic service channels. Revision of the service price list will take effect at the earliest in one (1) month of the date of receipt of information under clause 1.4.1. above.

The agreement shall continue to be effective with the amended content unless the Customer has terminated it prior to entry into force of the revision.

## 1.10 Termination of agreement

Unless otherwise specified in the agreement, the Customer has the right to terminate the agreement effective until further notice with immediate effect. The notice of termination shall be made in writing.

The Bank has the right to terminate an agreement effective until further notice at one month's notice, unless a longer term of notice has been specified in the agreement. The Bank shall send the Customer a notice of termination in accordance with clause 1.4.1. above.

A fixed-term agreement expires on the agreed date unless the Customer and the Bank has separately agreed otherwise in writing prior to the expiry.

## 1.11 Cancellation of agreement

The Bank has the right to cancel the agreement with immediate effect, if the Customer

- is in material breach of contractual obligations or instructions;
- is removed from a public register;
- moves to another country permanently; or
- uses the service contrary to its intended purpose or laws and good practice; or
- in respect of an institutional customer, the owner who exercises control in the entity becomes subject to International sanctions.

The Bank shall send the Customer a notice of cancellation in accordance with clause 1.4.1. of the Common Section above.

The Customer has the right to cancel the account agreement with immediate effect if the Bank has materially breached its obligations under the account agreement.

## 1.12 Bank's right to disclose and store information

The Bank has the right to disclose information on the Customer in accordance with applicable legislation in force.

The Bank has the right to store information related to Customer transactions and orders in its information systems and to record telephone conversations. The date of an order, application or agreement and other Customer transactions are verified using the information system maintained by the Bank, and/or phone conversations recorded by the Bank.

## 1.13 Assignment of the agreement

The Customer has no right to assign this agreement to a third party. The Bank has the right to assign this agreement, including all of the rights and obligations based thereupon, to a third party.

#### 1.14 Applicable law, jurisdiction, supervisory authority and non-judicial procedures

This agreement shall be governed by governed by Finnish law, regardless of the country in which the service is accessed.

Any dispute arising from this agreement shall primarily be settled by way of negotiation.

Small businesses may also submit a dispute regarding these terms and conditions to the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or the Banking Complaints Board within the Bureau. Payment services users may report the Bank's action to the Financial Supervisory Authority ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)).

In case disputes cannot be settled by way of negotiation, they will be submitted to the district court where the Bank is domiciled.

The Finnish Financial Supervisory Authority oversees the operations of credit and financial institutions, insurance companies, fund management companies and investment firms belonging to OP Financial Group.

The supervisory authority's contact information is as follows: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki; [www.fiva.fi](http://www.fiva.fi)

## 2. Account terms and conditions

In addition, the General Terms and Conditions for Euro-denominated Payments within SEPA and the General Terms and Conditions of Outgoing and Incoming Cross-border Payments (the General Terms and Conditions of Payment Transfer Services) and, for a specific service included in the account, the terms and conditions of the service in question shall apply to payment transfers from/into the account.

### Definitions

#### Account holder

An account holder refers to an entity or a legal person to whom the Bank owes funds in the account and who can control the account and the funds therein at its discretion subject to the provisions to the contrary below. There may be more than one account holder.

#### Account transaction

An account transaction refers to crediting or debiting an account affecting the balance of the account.

#### Authorised user

The account holder may authorise one or several persons to use its account under these Account Terms and Conditions by specifying those authorised to use the account and the scope of the authorisation in a special power of attorney.

#### Average deposit

Average deposit is calculated in such a way that daily closing balances of the account during the interest calculation period are added up and divided by the number of days.

#### Holder of account access rights

A person or several persons authorised by the account holder entitled to using the account under these Account Terms and Conditions.

#### Payment instrument

Payment instrument refers to a payment card or user identifiers for the service on whose use for placing payment orders the account holder has agreed with the Bank.

#### Account opener

An account opener is a legal representative of the account holder or a person authorised by the account holder, who concludes an agreement with the Bank for the opening of an account.

#### Value date

A value date is a reference date which the Bank uses when calculating interest on funds debited or credited to an account.

### 2.1 Account agreement

The account agreement stipulates the following:

- Determination of interest
- Interest/interest rate on the date of conclusion of the agreement, method of its calculation, applicable reference interest rate, interest period and interest payment date
- Withdrawal charge
- Deposit period
- Restrictions on the withdrawal of deposited funds
- Other matters which can be agreed under these terms and conditions.

#### 2.1.1 Special clauses applicable to fixed-term accounts

##### Settlement period

The account shall be closed upon termination of the settlement period specified in the account agreement unless otherwise agreed with the Bank during the settlement period.

During the settlement period, the account holder may

- withdraw the interest most recently paid into the account
- extend the account agreement on terms to be agreed with the Bank
- close the account.

##### Paying interest and closing the account

If matured funds in a fixed-term account shall be transferred to a separate management account, as stipulated in the account agreement, but the management account has been closed or blocked, or the fixed-term account has been blocked or pledged, the matured funds shall remain in the fixed-term account. No interest will be paid on deposits after the expiry date. The account holder may withdraw funds by closing the account, subject to the provisions of closing or pledging the fixed-term account. The account notified by the account holder is used as the management account.

## 2.2 Rights of account holders

The account holder has control over its account. The account holder may decide on the use of funds held in the account and on those authorised to access the account, and may agree with the Bank on any amendments to the account agreement and on closing the account.

Funds may be withdrawn from the account and payment orders related to the account may be given using the payment instruments approved by the Bank. The Bank and the account holder will specifically agree on payment instruments to be given to the account holder and the holder of the account access right, unless otherwise stipulated in the account agreement.

#### 2.2.1 Several account holders

Should there be more than one account holder, each of them alone has the right to access the account and use funds in the account using the payment instruments on which they have agreed with the Bank and to make decisions concerning the account, unless otherwise specified in the account agreement. However, changes regarding ownership of the account shall not be made without the permission of each account holder.

If any of the account holders wishes to block use of the account, the Bank shall be notified thereof, in which case the Bank has the right to block use of the account and the account may be used only by all of the account holders together.

The account holders may only jointly authorise a third party to access the account, unless otherwise agreed.

The account may not be closed without all of the account holders' permission unless it has remained unused for a lengthy period and only an insignificant amount of funds remains in the account.

Each account holder may severally withdraw from the account agreement by cancelling the agreement for its part as specified in clause 1.9. of the Common Section above.

Each account holder has the right to obtain all information on the account and account transactions.

## 2.3 Rights of the holder of account access rights

The holder of account access rights and the authorised user may use funds in the account using the payment instruments agreed between the account holder and the Bank, and obtain information on account transactions only within the scope of authorisation given by the account holder for the period when their access rights/authorisation are valid. The holder of account access rights or the authorised user may not amend the terms and conditions of the account, conclude additional agreements related to the agreement, pledge funds in the account, close the account or assign his access right/authorisation to a third party or authorise a third party to withdraw funds from the account, unless otherwise agreed or specified in the power of attorney.

## 2.4 Pledging funds in the account

The account holder may pledge funds held in the account. In case of several account holders, such funds may be pledged jointly by all of the account holders only. The pledgee shall notify the Bank of such pledge in order to secure its right of lien.

## 2.5 Overdraft

The account holder and the holder of account access rights shall not use the payment instruments so that the account is overdrawn. If the account holder or the holder of account access rights does not use payment instruments as stated above, the Bank shall have the right to

- enter the amount to be debited to the account as the Bank's receivable which falls due for immediate payment; and/or
- cancel the account agreement with immediate effect.

Due to an overdraft, the account holder is obliged to pay the Bank penalty interest from the due date until the date of payment equalling fifteen (15) percentage points above the reference interest rate valid from time to time as referred to in §12 of the Interest Act, a charge for sending a reminder letter and other charges and fees arising from the overdraft. The Bank has the right to debit the account for said charges and fees.

## 2.6 Bank's right not to accept use of the account

The Bank has the right not to accept use of the account if

- the Bank has not been provided with the information referred to in clause 1.5 of the Common Section above;
- the signature on the document intended for withdrawal differs from the specimen signature in the Bank's possession;
- the account user cannot reliably prove his identity;
- the authorisation issued by the account holder does not fulfil the requirements set for it by the Bank;
- a cheque is presented for cashing after the period for cashing; or
- the Bank has otherwise reason to suspect the validity of use of the account.

The Bank has the right to prevent use of the account and cancel account access authorisations if the Customer is removed from the Trade Register or is placed in liquidation.

The Bank has the right to restrict the use of the account at branches other than the account holding branch for security reasons.

## 2.7 Bank's right to close the account

The Bank has the right to close the account if

- the account holder is declared bankrupt;
- a trustee is appointed for the account holder;

- the representative, based on a continuing power of attorney confirmed by the local register office, and the account holder are unable to agree on use of the account;
- the set-off conditions laid down in the Act on Credit Institutions have been fulfilled;
- any of the account holders or the account holder's legal representative demands it; or
- the Bank has reason to suspect misuse of the account.

The Bank has the right to close the account if, despite a reminder, the account has insufficient funds for payment of Bank service charges and fees until the account holder has paid these charges and fees. The Bank shall afterwards inform the account holder of closing the account.

## 2.8 Debiting and crediting of the account, and the account's value date

### 2.8.1 Debiting of the account

The amount of money based on a payment order will be debited from the account as soon as the Bank has received the Payment order. If the due date based on the order is later than the date of receiving the order, the amount of money will be debited at the beginning of the due date stated in the order. If the due date for the order is not a Banking day, the due date will be postponed until the following Banking day.

If the original amount of money to be debited based on the order is other than that of the account's currency and if the date of receiving the order or the due date is not a Banking day, the due date will be postponed until the following Banking day. In such a case, the amount will also be debited at the beginning of the due date.

A cash withdrawal will be debited on the date of the withdrawal.

### 2.8.2 Crediting of the account

The amount of money based on a Payment transaction denominated in euros and performed within OP Financial Group on a real-time basis will be credited to the account holder's account any day of the week.

The amount of money based on a Payment order between banks or bank groups will be credited to the account holder's account immediately on the Banking day on which the amount has been paid into the account with the account holder's Bank and the Bank has received the information required for crediting to the account holder's account.

If the original amount of money based on the Payment order is denominated in a currency of an EEA state, the amount will be credited to the account holder's account immediately on the Banking day on which the amount has been paid into the account with the account holder's Bank, the Bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

If the original amount of money based on the Payment order is denominated in a currency other than that of an EEA state, the amount will be credited to the account holder's account no later than the Banking day after the amount has been paid into the account with the account holder's Bank, the Bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

A euro-denominated cash deposit will be credited to the account as soon as the cash has been verified for authenticity and counted. If a cash deposit is denominated in a currency of an EEA state, crediting this amount to the account will also necessitate executing the required foreign exchange transactions.

If a cash deposit is denominated in a currency other than that of an EEA state, the cash will, however, be credited to the account holder's account no later than the following Banking day.

For executing foreign exchange transactions, the day in question shall be a Banking day in both Finland and the home state of the currency.

### 2.8.3 Value date

The value date for debiting the account is a day on which the amount of a Payment transaction is debited.

The value date for crediting the account is a Banking day on which the amount of a Payment transaction is paid into the account with the account holder's Bank.

If the original amount of money is denominated in a currency of an EEA state, the value date for crediting the account will, however, be a Banking day on which the required foreign exchange transactions have been executed. If the original amount of money is denominated in a currency other than the euro or that of an EEA state, the value date for crediting the account is a Banking day on which the amount is paid into the account holder's account.

The value date of a cash deposit is a day on which the cash is credited the account. The value date of a cash withdrawal is a day on which the cash is withdrawn from the account.

## 2.9 Reference interest rate

A change in the deposit rate equals that in the reference interest rate. When the reference interest rate changes the deposit rate may decrease to zero (0) at its lowest.

The Bank will not notify in advance of any change in the rate. The reference interest rate valid from time to time is available from the Bank's branches and on the OP eServices at [op.fi](http://op.fi).

### 2.9.1 Determination of the reference interest rate

#### **Euribor rate**

The Euribor (or Euro interbank offered rate) is the rate at which prime banks operating in the euro zone are willing to lend funds in euros to other prime banks.

The interest rate applicable to the account will remain the same throughout the interest determination period. The length of the interest determination period appears from the name of the reference interest rate unless otherwise specified in the account agreement. The reference interest rate changes in accordance with the rate when the interest determination period begins.

If this day is not a Euribor quotation day, the reference rate is the reference rate of the previous quotation day.

If the determination period for the Euribor rate is on a daily basis (Euribor 1 week or Euribor 1 month), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective on the day of opening the account.

If the determination period for the Euribor rate is some other period (Euribor 1 month, 3 months, 6 months, 9 months or 12 months), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective prior to the day of opening the account.

#### **OP-Prime interest rate**

The OP-Prime rate is a reference rate announced by OP Cooperative which is used to regulate OP Financial Group's borrowing and lending rates in Finland.

#### **Base rate**

The base rate is the rate half-yearly confirmed by the Ministry of Finance. It is the 12-month average market rate issued during three calendar

months preceding its confirmation, which is rounded off to the nearest quarter of a percentage point.

#### **Eonia interest rate**

The Eonia interest rate (Euro Over Night Index Average) is an effective overnight interest rate computed as a weighted average of all overnight unsecured lending transactions in the euro-zone interbank market.

Its determination period is one (1) day. If the start day of the period is not an Eonia quotation day, the reference rate is the reference rate of the previous quotation day.

### 2.9.2 Discontinuation or suspension of quotation of the reference interest rate

If quotation of the reference interest rate discontinues or is suspended, the reference interest rate applicable to the deposit shall be determined in accordance with a statute which is issued on the new reference interest rate or with a decision or instructions issued by the authorities.

If no statute on a new reference interest rate is enacted or no decision or instructions on the reference interest rate are issued by the authorities, the Bank and the account holder will agree on a new reference rate applicable to the deposit. If the Bank and the account holder cannot reach agreement on a new reference rate before the end of the interest rate determination period, the reference rate applicable to the deposit will remain the rate applied to the deposit before the end of the interest rate determination period.

If the Bank and the account holder cannot reach agreement on a new reference rate within six (6) months of the end of the interest rate determination period, the Bank shall determine a new reference rate after hearing the supervisory authorities for banks. .

A new reference interest rate will take effect at the earliest in one (1) month of the date when the Bank has informed the account holder in writing thereof.

## 2.10 Account transactions

The Bank shall keep accounts of the amount of deposit, its changes and other account transactions, which shall be considered as reliable proof of the account holder's account balance, unless otherwise proved by the account holder.

## 2.11 Charges and fees

The account holder is liable to pay charges and fees related to the opening, use and maintenance of the account and those related to reports sent by the Bank, which are set out in the Bank's service price list valid from time to time. The Bank has the right to debit the account for the aforementioned charges and fees.

The service price list is available at all branch offices.

### 2.11.1 Sufficient funds to cover charges and fees

The account holder shall ensure that its account has sufficient funds for debiting the charges and fees which the Bank has the right to debit in accordance with the account agreement, these general terms and conditions or some other commitment.

### 2.11.2 Entry of the Bank's charges and fees in case of insufficient funds

If the account has no sufficient funds for debiting the Bank's charges and fees under the circumstance as referred to in clause 2.11.1. above, the Bank has the right to enter the amount to be debited as the Bank's receivable.

The amounts to be debited include

- penalty interest, charges and fees under the account agreement, and
- charges and fees, which has been agreed to be debited to the account, based on other agreements between the account holder and the holder of account access rights and the Bank or on separate orders.

#### 2.11.3 Consequences in case of insufficient funds

If the account has no sufficient funds for debiting penalty interest and the Bank's charges and fees as set forth in clause 2.11.2 above, the account holder shall pay the Bank and the Bank has the right to debit the account, using the funds deposited into the account afterwards, the amount of penalty interest on the Bank's receivable, the charge for sending a reminder letter and other collection charges and fees.

Penalty interest is fifteen (15) percentage points higher than the reference interest rate valid from time to time as referred to in §12 of the Interest Act.

#### 2.12 Effects of termination and cancellation of the account agreement

Clauses 1.9 and 1.10. of the Common Section above shall apply to termination and cancellation of the account agreement.

The Bank has the right to close the account as soon as the period of notice has expired or the account agreement has been cancelled in the manner mentioned above.

Upon termination or cancellation of the account agreement, charges and fees related to the account will fall due for immediate payment. As soon as the period of notice of the account agreement has expired or cancellation has taken effect, the services related to the account cannot be used any longer.

When the account is closed or the access right is cancelled, the account holder and the holder of account access rights shall immediately return all of the payment instruments to the Bank.

#### 2.13 Funds in the closed account

If the account has funds at the time of termination/cancellation, the Bank will keep them on behalf of the account holder. No interest is paid on such funds.

#### 2.14 Deposit guarantee (deposit insurance)

Funds in this account belong within the scope of deposit guarantee valid from time to time, to the extent prescribed by law.

Effective as of 13 January 2018.

**The General Terms and Conditions for Accounts consist of the Common Section and the Account Terms and Conditions included in the General Terms and Conditions for Payment Transfer Services. In the event of any inconsistency or discrepancy between these sets of terms and conditions, the Account Terms and Conditions shall apply.**

#### Application of the Finnish Payment Services Act and other laws

The provisions governing disclosure of information prior to conclusion of an agreement and during the contractual relationship laid down in the Payment Services Act (30.4.2010/290) and other laws shall not apply to account agreements, unless otherwise provided below.

## 1. General terms and conditions for payment transfer services

### 1.1 Definitions

**Bank** is an OP Financial Group member bank with which the customer has concluded this agreement. The bank belongs to the amalgamation of deposit banks as referred to in the "Laki talletuspankkien yhteensiittymästä" Act (Act on the Amalgamation of Deposit Banks).

**Business day** is a day on which the bank is open for business so as to be able to execute a payment transaction. Business days in Finland refer 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 business day. With respect to OP Financial Group's internal, real-time payments, the bank may, however, execute payments any day, unless the payment transaction requires currency exchange.

**Customer** is an entrepreneur or a legal person who concludes this agreement with the bank, or a person who makes payment orders.

**Electronic service channel** refers to Corporate eServices, op.fi, Batch Transfer Service, Cash Management Service, Web Services or another electronic transaction service offered by the bank.

**International sanctions** refer to a sanction, financial sanction, export or import ban, trade embargo or another restrictive action imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies.

**OP Financial Group** consists of OP Cooperative, its existing and future subsidiaries (such as OP Corporate Bank plc) and its Group companies (such as OP Insurance Ltd), entities and foundations and their subsidiaries, OP Cooperative's member cooperative banks and their subsidiaries, OY Insurance Ltd, OP Bank Group Pension Foundation, OP Bank Group Pension Fund and other existing and future companies, entities and foundations, over which at least one of the aforementioned organisations alone or together exercises control.

**Other service provider** is an OP Financial Group company or entity.

**Payment order** and its execution. Payment order is an order given by the Customer to his bank to execute a payment transaction as a credit transfer, money order, direct debit, cash deposit, cash withdrawal, or by means of a payment card or another payment instrument. The execution of a payment order involves the measures taken by the service provider to process the order and transmit the payment.

**Payment transaction** refers to a procedure whereby funds are transferred, withdrawn or made available, with the exception of transactions related to deposit interest credited. For example, a credit transfer and direct debit constitute a payment transaction.

**Payment transaction services** refer to services for payment and account information used in an Electronic Service Channel.

**Service** refers to an account, Electronic service channels, Payment transfer services, sending and receiving e-invoices, and other Payment transfer services.

### 1.2 Entry into force and duration of the agreement

The agreement comes into force as soon as the Customer and the Bank have signed this agreement and the Bank has approved an application filed by the Customer via the Electronic service channel. The Bank has the right to require that a decision made by the Customer's competent body on conclusion of the agreement be sent to the Bank.

The agreement will remain effective until further notice, unless otherwise agreed.

### 1.3 Service charges and fees

The Bank has the right to debit the Customer's account charges and fees for use of the Services based on the Bank's list of service charges and fees valid from time to time, or charges and fees separately agreed with the Customer. The Customer must ensure that the agreed account has sufficient funds to pay such charges and fees. Clause 2.11.2 of the Account Terms and Conditions stipulates the consequences of insufficient funds. The list of service charges and fees valid from time to time is available from the Bank's branches.

The Bank has the right to deduct a fee from an incoming payment, according to its list of service charges and fees, before the related amount is credited to the Customer's account. In such a case, the Bank must itemise the amount of the payment transaction and any charges deducted therefrom for the payee.

### 1.4 Communication between the Bank and the Customer

#### 1.4.1 Bank notifications

The Bank shall send or make available to the Customer notifications of changes in this agreement and its terms and conditions as well as information on payment services (such as no-funds messages) and all other notifications based on this agreement and on replies to any complaints using the Electronic service channel.

If the Customer has no agreement for use of the Electronic channel with the Bank or the Bank cannot send or make available to the Customer messages by using the Electronic service channel, the Bank will send said messages by post to the address obtained by the Bank from the relevant registration authority or the Business Information System, or to another address agreed with the Bank.

The Bank has the right to notify in its branches and Electronic service channels of other changes referred to in the second paragraph of Clause 1.9.1. below and other changes in charges and fees referred to in Clause 1.9.2. below.

Reference interest rates applicable to the account and credit and exchange rates applicable to payment transactions are available from the Bank's branches and on the Bank's website at [op.fi](http://op.fi).

#### Details of payment transactions

The Bank will report payment transactions in a manner specified in the Account Agreement or another payment services agreement.

**Date of receipt of information**

When the Bank makes information or a notification available to the Customer at the Bank's branch, in the Electronic service channel or sends it to the aforementioned address, the Customer is regarded as having received said information immediately.

**1.4.2 Contacts with the Bank**

The Customer may contact the Bank by sending a customer message via the Electronic service channel, visit any of the Bank's branches in person or phone the Bank, with the following exceptions:

Lost/stolen user identifiers for the Electronic channel must be reported to the Deactivation service specified in the terms and conditions governing the Electronic channel.

No other reports may be filed with the Deactivation service. The Bank shall ignore any possible reports other than those related to lost/stolen user identifiers.

The Customer may not give the Bank any orders, authorisations or instructions in the form of a customer message via the Electronic service channel.

**Language**

The Customer can perform his/her transactions in Finnish or Swedish according to the Bank's offering and depending on the branch, service channel or Service in question, unless otherwise separately agreed with the Customer. If the Customer wishes to use a language other than Finnish or Swedish, he will be liable for costs arising from obtaining and using interpretation services.

**1.5 Information required by the Bank**

A person or company opening an account shall provide the Bank with information on the account holder. The account holder shall provide the Bank with information on persons with the right of access to the account.

The Customer, the person/company opening an account, the account holder and the person with the right of access to the account shall inform the Bank of their name, personal identity code and/or business ID, postal address, telephone number and domicile. If required by the Bank, the person with the right of access to the account must provide the Bank with a specimen signature. In addition, the Customer, the person opening the account and the account holder must inform the Bank of whether he/she is liable to pay tax abroad and the tax identification number in respect of the country concerned. The Customer and the person with the right of access to the account shall inform the Bank of any changes in the aforementioned information. The Customer must notify of such changes in order for the Bank to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the Customer, and to make sure that tax liability information is up to date.

The Customer shall provide the Bank with an extract from the relevant public register if any changes occur in matters in the public register.

If the aforementioned information was already provided earlier to the Bank, the Bank may use such information entered in its customer register.

If the Customer has given permission to the delivery of information subject to bank secrecy as an SMS or by email, he/she shall inform of his/her new contact details if he/she wants messages to be sent to his/her new telephone number or email address. The account holder must inform of his/her fax number and any changes therein, if the Customer has agreed on sending information by fax.

The Customer shall provide the Bank with its financial statements, notes included, within 30 days of the completion date of the financial statements set forth in the Accounting Act. In addition, the Customer shall provide the Bank with its interim accounts or similar reports as soon as

they have been completed and in such a way that the Bank will receive the Customer's financial information at a minimum of six (6) months' interval, and other information on the Customer's financial position upon request or in a manner agreed separately.

**1.5.1 Information undertakings**

If the account has a credit facility, the account holder shall, upon request, provide the Bank with information the Bank requires on its financial position. The account holder shall also promptly inform the Bank of any material changes in its business, in advance if possible and immediately upon their occurrence at the latest. These changes include

- a changed domicile, type of business organisation or line of business
- closing down the business, its substantial expansion or contraction
- material changes in parties bound by financial interests with the account holder and in the account holder's ownership base
- the account holder's holdings in and material commitments to other companies.

**1.6 Complaints**

If the Customer has detected any error or problem related to the Service, he/she shall contact the Bank to troubleshoot and fix the error or problem.

Any complaints and claims shall be sent in writing and duly itemised to the Bank as soon as an error or loss/damage has been detected, or no later than two (3) weeks of the date of said detection. Unless such a complaint has been filed within the stipulated time mentioned above, the Bank shall bear no responsibility for the occurrence detected and the Customer shall have no right to claim damages in this respect.

**1.7 Limitation of liability for damages**

The Bank's liability towards the Customer shall be limited to the direct loss caused by the Bank's breach of the Payment Services Act or these terms and conditions. Such direct losses include interest loss, service fees charged by the Bank and the necessary costs incurred by the Customer in his/her efforts to have the breach or negligence remedied.

Customers must take reasonable measures in order to mitigate any losses. If the Customer fails to do this, he/she is liable for the loss in this respect. Damages payable by the Bank for breach of either laws or the agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, any possible contribution to the loss by the Customer, the amount of consideration paid for the payment service, the Bank's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

Under no circumstances will the contracting party be held liable for any indirect or consequential loss, such as loss of income or lost profit, or for any similar loss unless otherwise agreed separately.

**1.8 Force majeure**

Neither of the parties is liable for any loss if it can prove that it has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond its control which has resulted in consequences that could not have been avoided by exercise of all due care.

Neither is the Bank liable for any loss arising from the fulfilment of any obligation under this agreement if such fulfilment were against any obligations laid down for the Bank elsewhere in law.

The parties shall as soon as possible notify each other of a force majeure circumstance they encounter. The Bank may announce such a force majeure circumstance in national daily newspapers or at [op.fi](http://op.fi).

## 1.9 Changes in the agreement, its terms and conditions, and charges and fees

### 1.9.1 Changes in the agreement and its terms and conditions

#### Agreements effective until further notice

The Bank shall inform the Customer of any change that reduces his/her rights or increases his/her obligations, which is not due to a legislative amendment or an official decision, in accordance with Clause 1.4.1. above. Said change will take effect in one month's time of the date of receipt of information under Clause 1.4.1. above, at the earliest. The agreement will continue to be effective with the altered content unless the Customer informs the Bank in writing by the effective date of said change that he disagrees with the change. If the Customer disagrees with the alteration made to the account agreement or the Account Terms and Conditions, he/she and the Bank will have the right to terminate this agreement as stipulated in Clause 1.10. The Bank shall not charge the Customer any costs incurred by the Bank due to such termination.

With respect to changes that do not substantially increase the Customer's obligations or substantially reduce his/her rights or are due to a legislative amendment, an official decision, or changes in direct-debit or payment systems, the Bank has the right to publish such changes at its branches and in the Electronic service channels. Such changes will take effect on a date indicated by the Bank. The agreement will continue to be effective with the altered content unless the Customer terminates it prior to entry into force of said change.

#### Fixed-term agreements

With respect to changes that are due to a legislative amendment or an official decision, the Bank has the right to publish such changes at its branches and in the Electronic service channels. Such changes will take effect on a date indicated by the Bank. The agreement will continue to be effective with the altered content unless the Customer terminates it prior to entry into force of said change.

### 1.9.2 Changes in service charges and fees

#### A new charge or fee

The Bank will notify the Customer as stipulated in Clause 1.4.1. above of any alteration resulting in a new charge or fee added to this agreement not included in the list of service charges and fees on the date of signing the account agreement, which is not due to a legislative amendment or an official decision. Said alteration will take effect and the Bank will have the right to collect such a new charge or fee in one month's time of the date of receipt of information under Clause 1.4.1. above, at the earliest.

The agreement will continue to be effective with the altered content unless the Customer notifies the Bank in writing within two months of the sending of the Bank's notification that he/she disagrees with the new charge or fee proposed by the Bank. If the Customer disagrees with the alteration, he/she and the Bank will have the right to terminate this agreement as stipulated in Clause 1.10. The Bank shall not charge the Customer any costs incurred by the Bank due to such termination.

#### Other changes in charges and fees

The Bank will inform of an increase in a charge or fee on the list of service charges and fees, and of an inclusion of a charge or fee in this agreement due to a legislative amendment or an official decision by publishing a new list of service charges and fees at its branches. The Bank will inform of said change at its branches and in the Electronic service channels. Changes in the list of service charges and fees will take effect in one month's time of the date of receipt of information under Clause 1.4.1. above, at the earliest.

The agreement will continue to be effective with the altered content unless the Customer terminates it prior to entry into force of said change.

## 1.10 Termination of the agreement

Unless otherwise specified in the agreement, the Customer has the right to terminate an agreement effective until further notice with immediate effect. Related notice of termination shall be given in writing.

The Bank has the right to terminate an agreement effective until further notice at one month's notice, unless a longer term of notice has been specified in the agreement. The Bank shall send the Customer a notice of termination as stipulated in Clause 1.4.1. above.

A fixed-term agreement shall expire on the agreed date unless the Customer and the Bank have separately agreed otherwise in writing prior to the expiry.

## 1.11 Cancellation of the agreement

The Bank shall have the right to cancel the agreement with immediate effect if the Customer

- is in material breach of contractual obligations or instructions issued;
- is removed from a public register;
- moves to another country permanently;
- uses the service contrary to its intended purpose or laws and good practice;
- or, in respect of an institutional customer, the owner who exercises control in the entity becomes subject to International sanctions.

The Bank shall send the Customer a notice of cancellation as stipulated in Clause 1.4.1. above.

The Customer has the right to cancel the account agreement with immediate effect if the Bank has been in material breach of obligations under the account agreement.

## 1.12 Bank's right to disclose and store information

The Bank has the right to disclose information on the Customer in accordance with applicable laws in force.

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

## 1.13 Assignment of the agreement

The Customer has no right to assign this agreement to a Third Party. The Bank has the right to assign this agreement, including all of the rights and obligations based thereupon, to a Third Party.

## 1.14 Applicable law, jurisdiction, regulator and out-of-court redress

The laws of Finland shall apply to the agreement, regardless of the country in which the Service is accessed.

Any disputes that may arise from this agreement shall primarily be settled by way of negotiation.

Small businesses may also submit a dispute on these terms and conditions to the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or the Banking Complaints Board within the Bureau. Payment service users may report the Bank's action to the Finnish Financial Supervisory Authority ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)).

In case disputes cannot be settled by way of negotiation, they will be submitted to the district court where the Bank is domiciled.

The Finnish Financial Supervisory Authority is the regulator of the credit and financial institutions, insurance companies, fund management companies and investment firms belonging to OP Financial Group. The

regulator's contact information is as follows: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki ([www.fiva.fi](http://www.fiva.fi))

## 2. Account terms and conditions

In addition, the General Terms and Conditions for Euro-denominated Payments within SEPA and the General Terms and Conditions of Outgoing and Incoming Cross-border Payments (the General Terms and Conditions of Payment Transfers) and, for a specific service included in the account, the terms and conditions of the service in question shall apply to payment transfers from/to the account .

### Definitions

#### Account holder

An account holder refers to an entity of a person to whom the bank owes funds in the account and who may dispose of the account and the funds therein at its/his discretion subject to the provisions to the contrary below. There may be more than one account holder.

#### Person opening an account

A person opening an account is a legal representative of the account holder or a person authorised by the account holder, who concludes an agreement with the bank for the opening of an account.

#### Holder of account access rights

A person or several persons authorised by the account holder entitled to using the account under these Account Terms and Conditions.

#### Person authorised to use the account

The account holder may authorise one or several persons to use his/her account under these Account Terms and Conditions by specifying those authorised to use the account and the scope of the authorisation in a special power of attorney.

#### Value date

A value date is a reference date which the bank uses in calculating interest on funds debited or credited to the account.

#### Account transaction

Account transactions refer to crediting or debiting an account with an effect on the balance of the account.

#### Average deposit

Average deposit is calculated in such a way that debit balances per transaction date or value date during the interest calculation period are added up and divided by the number of days.

#### Payment instrument

Payment instrument refers to a payment card or user identifiers for the service on whose use for placing payment orders the account holder has agreed with the bank.

### 2.1 Account agreement and purpose of use of the account

The account agreement stipulates the following:

- Determination of interest
- Interest/interest rate on the date of conclusion of the agreement, method of its calculation, applicable reference interest rate, interest period and interest payment date
- Withdrawal fee
- Deposit period
- Exclusions related to the withdrawal of saved funds
- Other matters on which can be agreed under these terms and conditions.

The purpose of use of the account means use of the account for account holders' own funds based on the type of the account. The account may be

used to keep or transferring funds for third parties only if specifically agreed thereon with the bank.

#### 2.1.1 Special clauses applicable to fixed-term accounts

##### Settlement period

The account will be closed upon termination of the settlement period stipulated in the account agreement unless otherwise agreed with the bank during the settlement period.

During the settlement period, the account holder may

- withdraw interest most recently paid into the account
- extend the account agreement on terms to be agreed with the bank
- close the account.

##### Paying interest and closing the account

If matured funds in a fixed-term account must be transferred to a separate management account, as stipulated in the account agreement, but the management account has been closed or blocked, or the fixed-term account has been blocked or pledged, the matured funds shall remain in the fixed-term account. No interest will be paid on the deposited funds after the maturity date. The account holder may withdraw funds by closing the account, subject to the provisions of blocking or pledging the fixed-term account. The account notified by the account holder is used as the management account.

### 2.2 Rights of account holders

The account holder has control over his/her account. He/she may decide on the use of funds held in his/her account and on those authorised to access the account, and may agree with the bank on any changes to the account agreement and on closing the account.

Funds may be withdrawn from the account and payment orders related to the account may be given using the payment instruments approved by the bank. The bank and the account holder will specifically agree on payment instruments to be given to the account holder and the holder of the account access right, unless otherwise stipulated in the account agreement.

#### 2.2.1 Several account holders

Should there be more than one account holder, each of them alone has the right to access the account and use funds in the account using the payment instruments on which they have agreed with the bank and to make decisions concerning the account, unless otherwise stipulated in the account agreement. However, changes pertaining to ownership of the account may not be made without all of the account holders' permission.

If any of the account holders wants to block use of the account, the bank must be notified thereof, in which case the bank has the right to block its use and the account may be used only by all account holders together.

The account holders may only jointly authorise a third party to access the account, unless otherwise agreed.

The account may not be closed without all of the account holders' permission unless it has remained unused for a lengthy period and only an insignificant amount of funds remains in the account.

Each account holder may severally withdraw from the account agreement by cancelling the agreement for his/her part as specified in Clause 1.9. of the Common Section of these terms and conditions.

Each account holder has the right to obtain all information on the account and account transactions.

## 2.3 Rights of the holder of account access rights

The holder of account access rights and the authorised user may use funds in the account using the payment instruments agreed between the account holder and the bank, and obtain information on account transactions only within the scope of authorisation given by the account holder for the period their access rights/authorisation are valid. The holder of account access rights or the authorised user may not alter the terms and conditions of the account, conclude additional agreements pertaining to the agreement, pledge funds in the account, close the account or assign his/her access right/authorisation to a third party or authorise a third party to withdraw funds from the account, unless otherwise agreed or specified in the power of attorney.

## 2.4 Pledging funds in the account

The account holder may pledge funds held in the account. In case of several account holders, such funds may be pledged jointly by all account holders only. The pledgee shall notify the bank of such pledging in order to secure his/her right of lien.

## 2.5 Overdraft

The account holder and the holder of account access rights may use payment instruments only without overdrawing the account. If the account holder or the holder of account access rights does not use payment instruments as stated above, the bank will have the right to

- enter the debitable amount as the bank's receivable which falls due for immediate payment; and/or
- cancel the account agreement with immediate effect.

Due to an overdraft, the account holder is obliged to pay the bank penalty interest from the due date until the date of payment equalling fifteen (15) percentage points above the reference interest rate valid from time to time as referred to in §12 of the Interest Act, a charge for sending a reminder letter and other charges and fees arising from the overdraft. The bank has the right to debit the account for said charges and fees.

## 2.6 Bank's right not to accept use of account

The bank has the right not to accept use of the account if

- the bank has not received the information referred to in Clause 1.5 of the Common Section of these terms and conditions;
- the signature on the document intended for withdrawal differs from the specimen signature in the bank's possession;
- the account user cannot reliably prove his/her identity;
- the authorisation issued by the account holder does not fulfil the requirements set for it by the bank;
- a cheque is cashed after the period for cashing; or
- the bank has otherwise reason to suspect the validity of use of the account.

The bank has the right to prevent use of the account and cancel account access authorisations if the customer is removed from the Trade Register or is put into liquidation.

The bank has the right to restrict the use of the account elsewhere than at the account holding branch for security reasons.

## 2.7 Bank's right to close the account

The bank has the right to close the account if

- the account holder is declared bankrupt;
- a legal guardian is appointed for the account holder;

- the representative, based on a continuing power of attorney confirmed by the local register office, and the account holder are unable to agree on use of the account;
- the setoff conditions laid down in the Act on Credit Institutions have been fulfilled;
- any of the account holders or the account holder's legal representative demands it; or
- the bank has reason to suspect misuse of the account.

The bank has the right to close the account if, despite a reminder, the account lacks funds for payment of bank service charges and fees until the account holder has paid these charges and fees. The bank shall afterwards inform the account holder of closing the account.

## 2.8 Debiting and crediting of the account, and the account's value date

### 2.8.1 Debiting of the account

The amount of money based on a payment order will be debited to the account as soon as the bank has received the payment order. If the due date based on the order is later than the date of receiving the order, the amount of money will be debited at the beginning of the due date stated in the order. If the due date for the order is not a business day, the due date will be postponed until the following business day.

If the original amount of money to be debited based on the order is other than that of the account's currency and if the date of receiving the order or the due date is not a business day, the due date will be postponed until the following business day. In such a case, the amount will also be debited at the beginning of the due date.

A cash withdrawal will be debited on the date of the withdrawal.

### 2.8.2 Crediting of the account

The amount of money based on a payment transaction denominated in euros and performed within OP Financial Group on a real-time basis will be credited to the account holder's account any day of the week.

The amount of money based on a payment order between banks or bank groups will be credited to the account holder's account immediately on the business day on which the amount has been paid into the account with the account holder's bank and the bank has received the information required for crediting to the account holder's account.

If the original amount of money based on the payment order is denominated in a currency of an EEA state, the amount will be credited to the account holder's account immediately on the business day on which the amount has been paid into the account with the account holder's bank, the bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

If the original amount of money based on the payment order is denominated in a currency other than that of an EEA state, the amount will be credited to the account holder's account no later than the business day after the amount has been paid into the account with the account holder's bank, the bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

A euro-denominated cash deposit will be credited to the account as soon as the cash has been verified for authenticity and counted. If a cash deposit is denominated in a currency of an EEA state, crediting this amount to the account will also necessitate executing the required foreign exchange transactions.

If a cash deposit is denominated in a currency other than that of an EEA state, the cash will, however, be credited to the account holder's account no later than the following business day.

For executing foreign exchange transactions, the day in question must be a business day in both Finland and the home state of the currency.

### 2.8.3 Value date

The value date for debiting the account is a day on which the amount of a payment transaction is debited.

The value date for crediting the account is a business day on which the amount of a payment transaction is paid into the account with the account holder's bank.

If the original amount of money is denominated in a currency of an EEA state, the value date for crediting the account will, however, be a business day on which the required foreign exchange transactions have been executed. If the original amount of money is denominated in a currency other than the euro or that of an EEA state, the value date for crediting the account is a business day on which the amount is paid into the account holder's account.

The value date of a cash deposit is a day on which the cash is credited to the account. The value date of a cash withdrawal is a day on which the cash is withdrawn from the account.

## 2.9 Reference interest rate

A change in the deposit interest rate equals that in the reference interest rate. When the reference interest rate changes, the deposit rate may decrease to zero (0) at its lowest.

The bank will not notify in advance of any change in the deposit rate. The reference interest rate valid from time to time is available from the bank's branches and on OP eServices at [op.fi](http://op.fi).

### 2.9.1 Determination of the reference interest rate

#### **Euribor rate**

The Euribor (or Euro interbank offered rate) is the rate at which prime banks operating in the euro zone are willing to lend funds in euros to other prime banks.

The interest rate applicable to the account will remain the same throughout the interest determination period. The length of the interest determination period appears from the name of the reference interest rate unless otherwise specified in the account agreement. The reference interest rate changes in accordance with the rate when the interest determination period begins.

If this day is not a Euribor quotation day, the reference rate is the reference rate of the previous quotation day.

If the determination period for the Euribor rate is on a daily basis (Euribor 1 week or Euribor 1 month), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective on the day of opening the account.

If the determination period for the Euribor rate is some other period (Euribor 1 month, 3 months, 6 months, 9 months or 12 months), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective prior to the day of opening the account.

#### **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.

#### **Base rate**

The base rate is the rate half-yearly confirmed by the Ministry of Finance. It is the 12-month average market rate issued during three calendar months preceding its confirmation, which is rounded off to the nearest quarter of a percentage point.

#### **Eonia interest rate**

The Eonia interest rate (Euro OverNight Index Average) is an effective overnight interest rate computed as a weighted average of all overnight unsecured lending transactions in the euro-zone interbank market.

Its determination period is one (1) day. If the first day of the period is not an Eonia quotation day, the reference rate is the reference rate of the previous quotation day.

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

If quotation of the reference interest rate ceases or is suspended, the reference interest rate applicable to the deposit shall be determined in accordance with a statute which is issued on the new reference interest rate or with a decision or instructions issued by the authorities.

If no statute on a new reference interest rate is enacted or no decision or instructions on the reference interest rate are issued by the authorities, the bank and the account holder will agree on a new reference rate applicable to the deposit. If the bank and the account holder cannot reach agreement on a new reference rate before the end of the interest rate determination period, the reference rate applicable to the deposit will remain the rate applied to the deposit before the end of the interest rate determination period.

If the bank and the account holder cannot reach agreement on a new reference rate within six (6) months of the end of the interest rate determination period, the bank shall determine a new reference rate after consulting banking regulators.

A new reference interest rate will take effect no earlier than one (1) month of the date when the bank has informed the account holder in writing thereof.

## 2.10 Account transactions

The bank shall keep accounts of the amount of deposit, its changes and other account transactions, which is to serve as reliable proof of the account holder's account balance, unless otherwise proved by the account holder.

## 2.11 Charges and fees

The account holder shall pay charges and fees related to the opening, use and maintenance of the account and those related to reports sent by the bank, which are available from the bank's list of service charges and fees valid from time to time. The bank has the right to debit the account for said charges and fees.

The list of service charges and fees is available at all of the bank's branches.

### 2.11.1 Sufficient funds to cover charges and fees

The account holder shall ensure that his/her account has sufficient funds for debiting the charges and fees which the bank has the right to debit in accordance with the account agreement, these general terms and conditions or some other commitment.

#### 2.11.2 Entry of the bank's charges and fees in case of no funds

If the account has no sufficient funds for debiting the bank's charges and fees under the circumstance as referred to in Clause 2.11.1. above, the bank has the right to enter the debit amount as the bank's receivable.

Such debit amounts include

- penalty interest, charges and fees under the account agreement; and
- charges and fees, based on other agreements between the account holder/holder of account access rights and the bank or on other orders, on whose debiting from the account has been agreed.

#### 2.11.3 Consequences in case of no funds

If the account has no sufficient funds for debiting penalty interest and the bank's charges and fees as set forth in Clause 2.11.2. above, the account holder shall pay the bank and the bank has the right to debit the account, using the funds deposited into the account afterwards, the amount of penalty interest on the bank's receivable, the charge for sending a reminder letter and other collection charges and fees.

Penalty interest is the reference interest rate valid from time to time as referred to in §12 of the Interest Act plus fifteen (15) percentage points.

### 2.12 Effects of termination and cancellation of the account agreement

Clauses 1.9. and 1.10. of the Common Section of these terms and conditions shall apply to termination and cancellation of the account agreement.

The bank has the right to close the account as soon as the notice period has expired or the account agreement has been cancelled in the manner mentioned above.

Upon termination or cancellation of the account agreement, charges and fees related to the account will fall due for immediate payment.

As soon as the notice period of the account agreement has expired or cancellation has taken effect, services related to the account cannot be used any longer.

When the account is closed or the access right is cancelled, the account holder and the holder of account access rights must immediately return all of the payment instruments to the bank.

### 2.13 Funds in the closed account

If the account has funds at the time of termination/cancellation, the bank will keep them for the account of the account holder. No interest is paid on such funds.

### 2.14 Deposit guarantee (deposit insurance)

Funds in this account belong within the scope of deposit guarantee valid from time to time, to the extent prescribed by law.

### 2.15 Handling of personal data

The customer agrees to it that the bank has the right to process the customer's data necessary for the provision of payment services.

The bank handles customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Policy. It is recommended that the customer read such privacy protection information.

The Privacy Statement and the Privacy Policy are available at op.fi and the OP's customer service outlets.