



# Terms and Conditions of OP Private Securities and Custody Service

Valid as of 1 June 2022

## 1 Purpose and scope of terms and conditions

These terms and conditions of OP Private Securities and Custody Service apply to the client relationship between the client and the bank related to the OP Private advisory investment management service and wealth management service.

These terms and conditions of OP Private Securities and Custody Service consists of the following terms and conditions:

- I. General terms and conditions applied to all services provided under this agreement.

Special service-specific terms and conditions:

- II. Terms and conditions of securities brokerage and trading and related short selling terms and conditions. The short selling conditions are applied only if the bank has agreed with the client on potential short selling.
- III. Terms and conditions for securities custody.

These terms and conditions are available in Finnish, Swedish and English. If there are any discrepancies between the language versions, the Finnish version will primarily apply.

### I. General terms and conditions

These general terms and conditions contain general provisions governing client relationship. If there are any discrepancies between these general terms and conditions and the special service-specific terms and conditions (clauses II–IV), the special service-specific terms will apply.

In addition to these terms and conditions of OP Private Securities and Custody Service (clauses I–III), specific contract terms and conditions governing other services and products selected by the client at any given time and product-specific terms and conditions with appendices as well as the bank's list of charges and fees and/or the service- or product-specific price list valid at the time will apply to the client relationship.

These terms and conditions of OP Private Securities and Custody Service and regulation related to the client will apply to the client's and their representative's transactions with the bank.

## 2 Definitions

**Account operator.** An organisation to which Euroclear Finland Ltd has granted the right to make entries in the register of book-entry accounts.

**Bank.** An OP Financial Group credit institution or another OP Financial Group investment or ancillary services provider.

**Book-entry.** A book-entry means a share, unit of interest or other right specified in the Securities Markets Act, another financial instrument referred to in the Act on Investment Services or an equivalent right or another security incorporated into the book-entry system.

**Business day.** A day on which the bank is open for business so as to be able to offer investment services. 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. For some services, investment service can also be provided on a day that is not a business day.

**Client.** A party to this agreement who has accepted these terms and conditions and acts on their own account in relation to the bank and whom the bank has admitted as its client.

**Financial instrument.** Financial instruments mean financial instruments as specified in the Act on Investment Services, such as securities, options, forwards, derivative contracts, contracts for managing credit risk or financial contracts for differences. The concept of 'financial instrument' is wider than that of 'security', and it also includes securities as referred to in the Securities Markets Act. Unit-linked insurance is not a financial instrument.

**Market rules.** Market rules mean official orders and instructions issued on the basis of domestic and foreign regulation applicable at the time, and the rules, regulations and instructions of trading venues, central counterparties, central securities depositories and clearing houses, as well as trade practice established in each trading venue.

**OP's digital services** comprise digital service channels intended for the clients of OP Financial Group companies in which the client makes transactions after identification, such as op.fi and OP-mobile. The service channels may differ from each other in terms of content and functions.



**Order.** An order, given by the client to the bank and binding on the client, to buy or sell financial instruments or to perform other actions related to financial instruments or financial assets.

**Physical securities.** Physical securities are securities with a physical certificate.

**Request for quote** A trading system whereby the bank submits one or several quotes in response to a request for quote from one or several clients. Only the client who requested the quote may execute the quote. Such a client may execute a transaction by accepting the quote(s) submitted to them at their request.

**Security.** Securities mean domestic and foreign securities, such as equities, certificates of deposit, bonds, mutual fund units, money market instruments and other securities as referred to in the Securities Markets Act. A security, as referred to in the Securities Markets Act, is a security that is transferable and issued or meant to be issued to the public together with several other securities with similar rights.

**Trading venue.** A trading venue is any regulated domestic or foreign market, multilateral trading system or another possible trading venue.

### 3 General terms and conditions governing client relationship

#### 3.1 Sufficient client information, obligation to provide information and processing of personal data

The client agrees to provide to the bank at the beginning of and during the client relationship identification and contact information requested by the bank at any given time, sufficient and true information for carrying out the suitability and appropriateness assessment, information required by the regulation on preventing money laundering and terrorist financing, as well as other information and documents required for the establishment and maintenance of the client relationship.

The client and the bank must, without undue delay, notify in writing each other of any changes in the information they have previously given or errors they have detected. Changes for which the client is obliged to provide information include those in the client's identification and contact information or place of residence, in information related to the assessment of suitability and appropriateness, information on the commencement, cessation or change in legal guardianship or powers of representation, changes in the client's tax status, sanctions to which the client may be subject as well as changes in client information that may affect client classification. The client cannot plead ignorance when information affecting the client relationship has not been brought to the client's attention if this is due to the fact that the client has not

informed the bank of changes in the information referred to above. The bank is not liable for any loss caused by the Client not notifying the bank of changes in the information they have provided to the bank.

The bank has the right to update client information based on information obtained from public registers (such information may include the client's address).

The investment and ancillary services provided by the bank are intended for clients who reside permanently in Finland and are to be mainly used in Finland. The bank does not offer investment or ancillary services to countries where the bank is required to have a separate licence or right to provide investment and ancillary services. The bank reserves the right, without further notice, to restrict its provision of investment and ancillary services to a client whose domicile or permanent address is located in a country where the bank does not have the required licence or right to provide investment services.

The bank processes its clients' personal data in accordance with valid regulations and in a manner described in greater detail in the Privacy Notice. It is recommended that the client carefully reads the Privacy Notice of OP Financial Group cooperative bank's customer data file and the Privacy Notice of OP Custody Ltd's customer data file, as applicable. The Privacy Notices are available on OP's data protection portal at [op.fi/dataprotection](http://op.fi/dataprotection) and at the bank's customer service points.

The client and their representative authorise the bank to check the client's and their representative's client information when establishing client relationship and during the client relationship. The bank has the right to check the client's and their representative's credit history when establishing client relationship and during the client relationship whenever there are grounds for this under the Credit Data Act.

The bank has no obligation to notify the client of any class action brought against a financial instrument that was or is the subject of an order or owned by the client, even if the bank becomes aware of such a class-action suit.

#### 3.2 Person authorised by client

A person authorised by the client in writing may, on the client's behalf, place orders and give instructions to the bank in a manner specified in these terms.

The client must notify the bank in writing of authorisations they have granted and without delay notify in writing of any changes in the authorisations. The client is responsible for the authorised person's legal acts until the bank has received notification of the cessation of the authorisation and the bank has had reasonable time to update related information in its systems.

The bank has the right, the client bearing responsibility, to act in accordance with orders and instructions other than those given by the authorised person if the party giving the



order or instructions is authorised to this effect by virtue of their position or the bank otherwise has a justified reason to assume that the person is authorised to act on the client's behalf.

### 3.3 Clients under legal guardianship

This agreement is signed, cancelled and any changes to it will be made by all legal guardians jointly on behalf of an underage client or a client under legal guardianship unless the legal guardians have issued other authorisation.

Under this agreement, an underage client's legal guardian has the right to alone open a securities custody account for the underage client, transfer a securities custody account, purchase the investment service package, open a book-entry account or set up the use of another service based on this agreement unless otherwise stipulated in the service-specific terms. Orders concerning assets of an underage client may be placed by either of the client's legal guardians alone unless the bank has been notified otherwise in writing. Reports concerning an underage client will be sent in a manner indicated by either of the legal guardians.

A legal guardian is responsible for obtaining the necessary permission from a relevant authority before carrying out any business transactions concerning financial instruments on behalf of a client under legal guardianship in accordance with the laws valid at the time.

The legal guardians may together give their consent, by means of a separate authorisation, to a 15–17-year-old for placing orders regarding certain financial instruments independently.

The bank must be notified in writing of any changes in legal guardianship.

### 3.4 Recording of telephone conversations and other electronic communication

The bank has the right to record telephone conversations and other electronic communication with its client pertaining to its operations. The bank has the right to use recorded telephone conversations and other recordings in accordance with regulation valid at the time to verify orders, detect any possible fraud, improve customer service and manage risks, and as proof in the settlement of any disputes that may arise and for other purposes it has notified. The client may request a copy of any such recordings.

The Client is aware that the Bank must submit the recordings to the competent authorities if requested.

### 3.5 Outsourcing and use of an agent

The bank always has the right to use a domestic or foreign credit institution (or its branch), domestic or foreign investment firm (or its branch) or another service provider to perform tasks under this agreement. In these cases, the

bank has the right to disclose client information to the abovementioned parties that is necessary for the performance of the tasks, in accordance with laws valid at the time.

With respect to securities custody, the bank has the right to use an agent, for whose operations the bank bears responsibility, to perform duties related to the securities custody service and to disclose to the agent the necessary client information to the extent required for performing the duties. In connection with corporate actions, client information relevant to the order may be given to parties involved in the order or the performance of the duties. Information provided by the client to the bank in connection with securities custody are subject to the provisions of bank secrecy in force at the time and, in respect of confidentiality binding on account operators, to provisions governing confidentiality applicable at the time.

### 3.6 Confidentiality

Under the legislation in force at the time, the bank's management, personnel and trusted agent agree not to disclose any information on the client's orders, personal circumstances, financial standing and business or trade secrets. On request, the bank has the right to disclose information to the trading venue in accordance with the market rules.

The bank and a company belonging to the bank's consolidation group are obliged to disclose the abovementioned information to prosecuting and pre-trial investigation authorities for the purpose of clearing up an offence, and to other relevant authorities who have the lawful right to receive such information.

The bank and the agent it uses have the right to disclose information on the client with the client's permission or in accordance with laws valid at the time.

### 3.7 Sending notifications and notices, and their receipt

The bank will send all information to be given to the client under the Act on Investment Services and other laws primarily as a message via OP's digital services or electronically in another permanent format. At the request of a retail client, the abovementioned information can be delivered to the retail client by post or other jointly agreed way. However, the bank always has the right to send the abovementioned information to be given to the client under the Act on Investment Services and other laws by post.

Based on this agreement, the bank may send other notifications, notices and reports as messages via OP's digital services, by post or by email as agreed on with the client. If the client has no agreement on OP's digital services with the bank, the bank will send the abovementioned notifications by post.

When a party provides information via OP's digital services, the other party is considered to have received the



information no later than the seventh (7th) day of sending the information.

The bank will send the notifications to be delivered by post in writing to the address that has been reported to the bank or the Digital and Population Data Services Agency. A client residing in Finland is deemed to have received word of the bank's written notice no later than the seventh (7th) day and a foreign resident on the fourteenth (14th) day after the notice or documents have been sent to the client or their authorised agent by post.

Information given by a party over the phone is considered to have been brought to the other party's attention immediately.

For mutual funds managed by OP Fund Management Company Ltd, the rules of each mutual fund describe how notifications and notices are sent and received.

### 3.8 Asset management account

The client must have at least one payment transfer account with the bank as a management account for the purpose of performing the duties under this agreement.

The bank will debit the asset management account for payable orders and enter in this account payments made to the client due to orders without a separate advance notification. Dividends, interest and other payments will be credited to the asset management account unless otherwise provided by securities custody restrictions.

The bank has the right to debit the client's asset management account for commissions and fees under this agreement and for other charges and outstanding amounts resulting from the necessary measures.

### 3.9 Fees and charges

For services related to these terms and conditions and assignments connected with the services, the bank will charge a fee based on its list of service charges and fees, valid at the time, and the costs incurred unless otherwise agreed with the client. The list of service charges and fees valid at any given time is available from the bank's branches and at [www.op.fi](http://www.op.fi). Commissions and fees include VAT in accordance with the Value Added Tax Act in force.

The bank has the right to debit the fee and charges from the asset management account mentioned in this agreement or deduct them from any payments that may be accumulated to the client.

For services other than those mentioned in the list of charges and fees, the bank has the right to charge expenses and a reasonable fee for performing the service.

In addition to the service charges payable to the bank, the client must pay any charges and fees that may be collected from the bank by central securities depositories, clearing houses and central counterparties and other parties in connection with this agreement. These may include

charges and fees for custody of foreign certificates of deposit charged from the bank by the subcustodian.

The client is liable for any costs arising from currency exchange and bears the currency risk associated with currency exchange.

The client is liable to pay the statutory penalty interest on any due amounts owed to the bank.

In accordance with regulation valid at the time, the bank will report to the client on the expenses and charges incurred by the client due to the services rendered and measures taken based on this agreement. The bank may agree with professional clients on reporting charges to a more limited extent.

### 3.10 Lien on financial instruments

The bank has a lien on financial instruments acquired on the client's behalf serving as collateral for any unpaid order-related commissions, transfer tax or foreign tax payable on an order, the bank's own fees and commissions and any other charges and expenses incurred by the bank arising from compliance with obligations under this agreement as well as penalty interest under the Interest Act, or other loss caused to the bank. If the client fails to pay an overdue amount to the bank, the bank has the right to sell the financial instruments in any manner it deems best, without hearing the client further, and in public or multilateral trading, if feasible, or in equivalent trading in another country. The resulting selling price and any proceeds will be used to pay the outstanding amount and any loss and expenses incurred by the bank. Any remaining balance will be returned to the client.

### 3.11 Netting of opposing payment obligations

If the bank and the client have opposing due payment obligations towards each other related to this agreement, the bank has the right to net the payments between the bank and the client. The bank has the right to convert the receivables into the same currency for the purposes of netting.

## 4 Special terms concerning OP's digital services

### 4.1 Placing orders on OP's digital services

In addition to the terms and conditions of securities brokerage, the terms and conditions of mutual fund orders and the terms and conditions governing trading in bonds, the terms and conditions below apply to orders placed via OP's digital services. OP's digital services cannot be used for buying or selling physical securities.

The client is responsible for the accuracy of information on their orders, such as information on book-entry securities related to the order and their type, quantity, price limit, validity period, and the cash account to be used. The client is also responsible for the delivery of orders. It is not



recommended to place an order as a message via the op.fi service unless the bank separately advises the client to do so. If the client, after placing an order, discovers that they have made an error which they cannot correct, the client must immediately contact the branch with which they have concluded the agreement on OP's digital services, or call the OP telephone service.

Notification of the execution of a buy or sell order will be delivered to the client via OP's digital services. The client will not receive a separate written confirmation of buy and sell orders.

When providing an investment service, the service provider has the right to provide the client with information referred to in the applicable law and within the scope of disclosure requirements, and notify of any change in such information via OP's digital services.

As soon as the client has confirmed on OP's digital services that they have carefully read information related to a security, other financial instrument or the performance of other service or to the bank, such as the terms and conditions governing a bond or a Key Investor Information Document and fund rules, such information is regarded as having been given to the client.

## 4.2 Information services for users of OP's digital services

OP's digital services offer information services provided by the bank, other service providers and third parties, such as information on capital markets and bank services.

Information services are for the client's personal use only, and distributing, publishing, copying or reproducing the material it contains is prohibited.

Information provided through information services is delivered on an "as is" basis and without commitments. The bank is not responsible for any loss caused by delays in the availability of information or by failure to obtain information.

The information services are based on public sources and information which the bank deems reliable. Nevertheless, this does not imply that the information provided is always complete and accurate. The information provided by the services is under no circumstances an offer, a recommendation or advice to buy or sell or investment advice. The bank is not responsible for the accuracy or reliability of the information provided by the services or any loss caused by the use of the services.

## 5 Purpose and scope of application of the terms and conditions governing mutual fund orders

The bank will execute a mutual fund order placed by the client by delivering the order to a fund management company or transmitting it to a securities broker or other

broker who will execute the order by delivering it to a fund management company. An order is executed in accordance with the rules of the mutual fund subject to the order, valid at the time, or equivalent foreign rules.

The general terms and conditions of this agreement, the terms and conditions of securities brokerage and trading, the bank's best execution policy, domestic and foreign laws in force at the time governing mutual funds, and regulations and instructions issued by relevant authorities apply to the processing of mutual fund orders to the applicable extent, in addition to the above. If the terms and conditions governing mutual fund orders or mutual fund services differ by nature from binding domestic and foreign legislation, regulations or instructions issued by relevant authorities, the rules of law appearing from the latter will apply.

The Key Investor Information Documents, fund rules, the fund prospectus and other documents, valid at the time, of mutual funds managed by OP Fund Management Company Ltd are available on the op.fi service and from OP cooperative banks. The corresponding documents, valid at the time, of mutual funds other than those managed by OP Fund Management Company Ltd are available from OP cooperative banks.

## 6 Investment research

The bank will provide the client with investment research material according to the agreed service package.

The material is based on public data sources and information that the author considers reliable. Nevertheless, this does not imply that the provided information is always complete or accurate. Estimates and forecasts presented in the material are based on the author's view of developments at the time of preparing the material. This material is general in nature and serves as background information on factors affecting the value of financial instruments. The client understands that any buy and sell recommendations for financial instruments stated in the research material are only conclusions made on the basis of the material prepared and do not constitute any investment advice directed to the client. In support of their investment decision, the client must personally form an opinion of factors affecting the value of financial instruments. Intended for the client's personal use only, the investment research material must not be redistributed.

## 7 Parties' liabilities

### 7.1 Bank's liability

The bank must fulfil its obligations under these terms and conditions carefully and professionally. Should the bank act against this agreement so as to cause a loss, the bank will be liable to compensate any loss it has caused.

If assets delivered to the bank as per the agreement are lost or destroyed due to reasons attributable to the bank,



the bank will replace them with equivalent assets. If it is impossible or unreasonably difficult or expensive to replace the assets with equivalent ones, the bank must compensate the assets at their market value. Market value is primarily considered to be the closing price quoted in public trading. The bank may also agree with the client on other compensation.

The service-specific terms and conditions stipulate the bank's responsibilities and obligations in greater detail.

## 7.2 Client's liability for breach of agreement

The client is liable to compensate the bank for the loss caused by the client not fulfilling their obligations based on these terms and conditions. Such losses may include, for example, extra expenses and work as well as costs incurred due to changes in the prices of financial instruments as well as penalty interest, penalty fees for delays charged by trading venues and penalty payments caused by a delay in delivering the asset or information related to the trade or in the fulfilment of obligation to pay and other possible sanction payments / penalty payments paid by the bank.

The service-specific terms and conditions stipulate the client's responsibilities and obligations in greater detail.

## 7.3 Client's financial responsibility

Aware of risks associated with investment, the client is solely responsible for the financial outcome of their activities and investment decisions. The client bears this responsibility irrespective of whether the bank has performed a suitability and appropriateness test regarding the client or the financial instrument, or whether the client is deemed to have received investment advice in support of their investment decision. The client is aware that they should not base their investment decision merely on the marketing and marketing material of the financial instrument but on information on the financial instrument as a whole.

The client is alone responsible for any tax consequences arising from the agreement and any effects of the agreement on the client's other contractual relationships and rights and duties.

## 7.4 Limitation of liability

A party to the agreement is not liable to the other party for any indirect loss.

Furthermore, the bank is not liable for any financial loss caused to the client, such as loss of income, loss of profit not received, share price losses, disruptions caused by other contractual relationships, third-party demands or other loss that is difficult to predict from the bank's perspective.

The bank is not liable for any loss that arises from incorrect or incomplete information received from third parties or from the bank not receiving information from the third party concerned.

The bank is not responsible for the trading venue's actions or any loss that it may cause to the client. If the client incurs losses due to the trading venue's actions, the bank will take measures it deems reasonable to recover compensation from the trading venue under the rules of the trading venue. The bank will pay the client their share of any received compensation without delay.

## 7.5 Force majeure

Neither party will be liable for loss caused by force majeure.

Force majeure refers to an event which prevents a party from fulfilling its obligations, the event being unforeseeable, incapable of being prevented by a party to the agreement and bearing a causal relationship to the failure to fulfil the obligation. A force majeure event includes but is not limited to a disruption of electricity supply, telecommunications or information systems, or fire, natural disasters, earthquakes, war, riot, strike, lockout or other industrial action.

A party may invoke a force majeure clause only if the other party has been informed of such a force majeure event without undue delay unless the other party has otherwise been aware of the force majeure event. Furthermore, discharging from liabilities or obligations requires that the party has made every possible effort to restrict loss or damage caused to the other party.

## 7.6 Bank's duty of due diligence and suspicious activities

The client gives their assurance that no suspicious or criminal features are associated with the source of the funds used to execute orders and left in custody or with the orders made by the client.

## 7.7 Sanctions

The client represents and warrants to the bank that the client, an entity belonging to the client's group of companies or over which the client exercises de facto control, the client's direct or indirect owner, a member of the Board of Directors, the CEO, director, employee, an authorised signatory or another representative of such an entity, to the best of the client's knowledge:

- 1 is not subject to sanctions nor acts on behalf of a private or legal person subject to sanctions;
- 2 complies with the sanctions applied to it;
- 3 does not, directly or indirectly, lend, transfer or otherwise make available the use of its assets to a business subject to sanctions or transfer to a private or legal person subject to sanctions; and
- 4 does not knowingly enable the fulfilment of the obligations based on this agreement through the funds of a business or a private or legal person subject to sanctions.

'Sanctions' refer to sanctions, financial sanctions, export or import bans, trade embargoes or other restrictions



imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies, or to administrative asset freezing measures imposed by the Finnish National Bureau of Investigation.

This affirmation given by the client must remain effective during the term of this agreement until the client relationship has ended and all of the obligations arising from it have once and for all been fulfilled between the client and the bank, and the client's securities custody is empty. Should this affirmation given by the client to the bank prove false, the bank has the right to immediately stop offering the services under these terms and conditions to the client and cancel this agreement to end with immediate effect under clause "Validity and end of the agreement" of these terms and conditions.

## 7.8 Bank's right to limit the use of services

The bank has the right to suspend or restrict the use of investment and ancillary services during maintenance and repair. The bank does not guarantee the uninterrupted availability of the services and is not liable for any loss caused by interruptions. The bank is not obliged to inform the client if an individual order placed by the client is suspended or not executed owing to the reason mentioned above.

In addition, the bank has the right to limit the use of services subject to these terms and conditions if:

- 1 the client breaches the terms and conditions of this agreement;
- 2 the assurance provided by the client to the bank under clauses "Sanctions" or "Bank's duty of due diligence and suspicious activities" turns out to be erroneous;
- 3 the bank has reason to suspect misuse of the services;
- 4 the client's actions may cause damage to the bank or a third party;
- 5 a law, statute or other instruction or decree issued by a relevant authority so obliges;
- 6 the client moves permanently or temporarily outside Finland; or
- 7 a legal guardian is appointed for the client.

## 8 Alteration of the terms and conditions of the agreement, and transfer, validity and end of the agreement

### 8.1 Alteration of the terms and conditions of the agreement

The bank will inform the client of any alterations of the terms and conditions of this agreement and of the list of service charges and fees through OP's digital services, in writing or in another permanent form as agreed on with the client.

The bank has the right to alter the terms and conditions and the associated charges and fees unilaterally. An alteration will become effective from the beginning of the calendar month that begins one month from the date on which the client has received a notification of the alteration in the manner set forth in the agreement terms and conditions unless otherwise provided in law, a statute or instructions or regulations issued by the authorities. If the client does not accept the alteration and the alteration is not due to a legislative amendment, or instructions or regulations issued by the authorities, the client has the right to cancel the agreement by notifying the bank of that no later than two weeks before the alteration takes effect. The cancellation will take effect on the day the amendment would have taken effect.

### 8.2 Transfer of the agreement

The agreement is binding on the parties and their legal successors. A party has no right to transfer its rights and obligations under the agreement to an external party without the other party's consent. However, with respect to the bank, another OP Financial Group company or entity is not regarded as an external party.

### 8.3 Validity and end of the agreement

This agreement enters into force once the client has signed it. If the agreement is signed by hand, the agreement will enter into force once the bank has signed it. The signature may be an electronic signature or a hand-written signature on the agreement document. The bank reserves reasonable time for the commencement of the services. The agreement is valid until further notice unless otherwise agreed in writing.

The client has the right to cancel the agreement to end in five business days at the earliest from the date when the bank has received the notice of cancellation.

The bank has the right to cancel this agreement to end no earlier than from the beginning of the calendar month commencing one month after the client has received the bank's notice. The parties have the right to dissolve the agreement without a notice period if the other party:

- 1 substantially fails to fulfil their obligations under this agreement or is otherwise in material breach of these terms and conditions;
- 2 is placed under financial restructuring, liquidation or bankruptcy, or there is otherwise justified reason to suspect that the other party has become insolvent;
- 3 dies;
- 4 acts in violation of clause "Sanctions";
- 5 moves to a country where the bank does not provide investment or ancillary services.

Despite cancellation or dissolution of the agreement, the bank will execute uncompleted orders and keep the client's financial instruments and funds available to the client at the place and during the time indicated by the bank until



the end of the notice period unless otherwise agreed separately.

When handing over the client's financial instruments or funds, the bank can refrain from handing over the assets to an extent corresponding to its receivable as set forth in detail concerning this right in clause "Lien on financial instruments" of these terms. However, the bank's right to collect fees and charges arising from the client's orders or securities or cash in securities custody will end only at the end of the calendar month during which the orders have been completed.

The bank's custody obligation in respect of domestic and foreign assets in the bank's securities custody will end on the date when the abovementioned notice period has ended and securities, book entries and other assets are available to the client. The client must inform the bank of where the assets in securities custody are to be transferred.

If the client fails to provide the abovementioned information by the end of the notice period, the bank will inquire about it of the client in writing. If the client does not reply to the bank's inquiry within 30 days, the bank has the right to sell the client's securities and other assets in any manner it deems best, without hearing the client further, at the market price valid at the time. The bank will pay the proceeds from the sale into the client's asset management account, less expenses which the bank has incurred and its outstanding amounts.

The bank is not liable for any loss that may arise from expiry of deadlines after the agreement has ended. Likewise, should the client cancel the agreement, the bank is not liable for any loss that may arise from expiry of deadlines during the notice period if the client has not provided procedural instructions for the notice period.

#### 8.4 Right of withdrawal from the agreement in distance selling

A consumer client has the right to withdraw from this agreement by notifying the bank in writing of that within 14 days of the date when the client has received the pre-contract information set out in the Consumer Protection Act as well as a copy of the agreement, including its terms and conditions. The client must, without delay and within 30 days of sending in the notice of withdrawal, transfer their book entries and other securities in securities custody to their other book-entry account or another securities custody account, or otherwise the withdrawal will become void. The bank has the right to charge fees accruing for the term of the agreement in accordance with its list of charges and fees.

However, the right of withdrawal does not apply to financial services or financial instruments whose value varies according to market movements. Neither does the consumer have the right of withdrawal if the agreement is

fulfilled by a specific request of the consumer before the end of the withdrawal period.

## 9 Obligation to file a complaint

The client must check notices, notifications, reports and other documents they have received and promptly notify the bank of any errors or omissions.

The retail client and the bank are deemed to have accepted each other's actions unless either, within one (1) month of having received notice of the other party's actions, informs the other party that it does not accept its actions. The professional client or the eligible counterparty must, however, file a complaint about the bank's action without delay after receipt of related information. The abovementioned deadlines also apply to complaints should the client consider the bank to have neglected a measure the client considers was the bank's duty.

If a trade is not executed, the time limit for a complaint made by the client will begin from the date of expiry of the order.

If no complaints are made within the time limits stipulated above, the parties are considered to have accepted each other's actions.

When the client has been informed of any conflict of interest between the client and the bank or the client and the bank's other client, the client is deemed to have accepted the state of affairs unless they file a complaint about that with the bank without delay. On request, the client will be provided with additional information on the conflict-of-interest situation.

## 10 Filing a complaint or an appeal, and applicable law

### 10.1 Filing a complaint or an appeal

The client must report to the bank on any errors or shortcomings they have detected and contact the bank that has served them to settle the matter. If the matter cannot be settled by way of negotiation and the client requires the bank to provide a written reply to the matter, the client must present their demand to the bank in writing, including related grounds, and append any further clarification.

If the client is dissatisfied with the bank's reply on account of their complaint, they can submit their case to the parties mentioned below.

### 10.2 Customer Ombudsman's handling

If the client still disagrees with the bank's reply, they can submit the matter in writing to OP Financial Group's Customer Ombudsman. The Customer Ombudsman's handling of the matter is independent of the previous decision – it is a fast, free-of-charge channel for addressing complaints.



### OP Customer Ombudsman

Gebhardinaukio 1  
FI-00013 OP  
asiakasasiat@op.fi

To contact the Customer Ombudsman directly, please fill in and send a correction request form available on our website ([www.op.fi/asiakasasiat](http://www.op.fi/asiakasasiat)). You can also send the correction request by post or email.

Instead of contacting the Customer Ombudsman or if the client is not satisfied with their decision, the client may also contact the Finnish Financial Ombudsman Bureau or submit their case directly to the boards or the court of justice as shown below.

#### Finnish Financial Ombudsman Bureau (FINE)

The Finnish Financial Ombudsman Bureau gives independent advice and guidance to customers free of charge. The Financial Ombudsman Bureau's Banking Complaints Board and Investment Complaints Board also issue recommendations for decisions in disputes. FINE does not handle a dispute pending in or already processed by the Consumer Disputes Board or a court of law.

FINE's contact information:

**FINE Finnish Financial Ombudsman Bureau**  
Porkkalankatu 1, FI-00180 Helsinki  
Phone +358 9 685 0120  
[www.fine.fi](http://www.fine.fi)

The easiest way of submitting a case is by an electronic contact form at <https://www.fine.fi/tunnistaudu.html>.

#### Consumer Disputes Board (KRIL)

The Consumer Disputes Board issues recommendations for decision in disputes between consumers and businesses, free of charge. It has no general advice service but handles written complaints (excluding disputes related to investment products). Before submitting a matter to the Consumer Disputes Board, the complainant must contact the Consumer Advisory Services within the Finnish Competition and Consumer Authority ([www.kkv.fi/en/consumer-advice](http://www.kkv.fi/en/consumer-advice)).

**Consumer Disputes Board**  
P.O. Box 306, FI-00531 Helsinki  
Phone +358 29 566 5200  
[www.kuluttajariita.fi/en](http://www.kuluttajariita.fi/en)

### 10.3 Court proceedings

If they so wish, a complainant can also submit their case to the district court of the jurisdiction in which the bank or OP's service provider is domiciled or its management is mainly based, or, in the case of a private individual, to the district court of their domicile or permanent residence.

### 10.4 Applicable law

The laws of Finland apply to this agreement and its terms and conditions.

## II. Terms and conditions of securities brokerage and trading

### 1 Purpose and scope of the terms and conditions of securities brokerage and trading

These terms and conditions of securities brokerage and trading apply to the service related to the brokerage of financial instruments between the bank and the client if the client has the OP Private advisory investment management service in use. The terms and conditions of securities brokerage and trading are not applied to the OP Private wealth management service.

In addition to these terms and conditions of securities brokerage and trading, the brokerage service for financial instruments is subject to the general terms and conditions of this agreement, applicable domestic and foreign legislation valid at the time, instructions and regulations issued by the relevant authorities as well as rules, instructions and regulations issued by each trading venue, central counterparty, central securities depository and clearing house as well as the trading practice prevailing in each trading venue (market rules). If these terms and conditions of securities brokerage and trading differ from domestic and foreign legislation, the instructions and regulations issued by relevant authorities or applicable market rules, the provisions concerned will primarily apply.

Regulation valid at the time, official regulations and product-specific rules or terms and conditions may restrict the range of products available to the client.

### 2 Placing and executing orders, and paying trading prices

#### 2.1 Form and content of an order

The client may place buy or sell orders for financial instruments orally, in writing, through OP's digital services or in another manner separately agreed on with the client. The bank will record the content of an oral order.

The bank has the right to send to the client written information related to the order through OP's digital services, by email, by letter or in another way agreed with the client separately. The client understands that using OP's digital services or other electronic media, such as email, involves special risks, i.e. the message will not possibly be delivered to its addressee, the message may go into the hands of an external party or an external party may change the content of the message. The bank has the right to trust the authenticity and validity of the order it has



received through OP's digital services or other electronic media.

An order will take effect as soon as the bank has received sufficient information on it, approved it and accepted it as an order. Responsibility for delivery of the order to the bank rests with the client. The client must check by telephone that a faxed order has been delivered to the bank. The content and the arrival time of an order sent through OP's digital services or other electronic media will be verified through the bank's information system.

An order must contain at least:

- 1 the client's name and personal identity code / business ID
- 2 the name of the person who has placed the order
- 3 information on whether it is a buy, sell, subscription or redemption order
- 4 the name of the person taking delivery of the order for the bank
- 5 the type and volume of financial instrument subject to the order
- 6 price information
- 7 order validity period
- 8 time of receipt of the order
- 9 any authorisation that the client may give to execute the order at the time which the bank deems best during the order's validity period; and
- 10 other information required for executing the order and clearing the transaction.

If a written confirmation of acceptance of the terms of transaction is required from the client based on the regulation on clearing, the client is deemed to have accepted the terms of transaction by delivering the information contained in the order.

The bank has the right not to execute an order with insufficient information.

## 2.2 Trading in bonds and money market instruments

The bank may request for a quote from OP Corporate Bank for bonds and various money market instruments, such as treasury notes and bonds, commercial papers, local authority papers, ECPs (Euro Commercial Paper) as well as certificates of deposit and structured bonds issued by OP Corporate Bank or another party. The client or the person authorised by the client may contact the bank and request a quote for the desired financial instrument (Request for quote). In such a case, the bank may obtain for the client either an indicative or binding quote for the financial instrument. Subsequently, an agreement is concluded between the client and OP Retail Customers plc, who acts as the counterparty of the transaction, either in such a way that the client or the person authorised by the client accepts the binding quote obtained by the bank or the bank confirms the price to the client, after which the client or the person authorised by the client either accepts the

submitted quote, or the bank and the client agree on the transaction conditions otherwise.

The terms and conditions of securities brokerage and trading and, to the applicable extent, the general terms and conditions apply to trading in bonds.

## 2.3 Placing and receiving orders, and giving and receiving related instructions

The client, or a person authorised by the client, will place orders and give instructions otherwise connected with their execution in the manner specified in this agreement.

The bank has the right, the client bearing responsibility, to act in accordance with orders and instructions other than those given by the authorised person if the party giving the order or instructions is authorised to this effect by virtue of their position or the bank otherwise has a justified reason to assume that the person is authorised to act on the client's behalf.

The client is aware that, unless they give instructions to the contrary, the bank may be compelled by law to disclose the client's order for a share if the order cannot be immediately executed at the price limit specified by the client, or higher. If the price stipulated in the client's order substantially differs from the prevailing market price of the share subject to the order, the client understands and acknowledges that the bank may refrain from disclosing such an order.

Prior to placing an order, the client must ensure that the financial instruments or funds necessary for executing the order are in the bank's possession.

## 2.4 Currency exchange required for order execution and associated currency risk

Unless otherwise agreed with the client, the bank has the right to decide where and when the currency required for executing the order is to be obtained on behalf of the client. The client is liable for the costs of currency exchange and will bear the risk of fluctuations in foreign exchange rates associated with orders.

## 2.5 Validity of an order

An order will remain valid for a fixed period or until further notice. An order effective until further notice will terminate in one month's time of the entry into force of the order unless the trade based on the order has been completed or the order has been cancelled prior to that time.

An order will automatically lapse if the trading system of the trading venue removes the order already entered in the system due to, for instance, the fact that a share is being traded ex-dividend or ex-subscription right, a share is split, a share issue is taking place, shares or classes of shares are combined or a merger or demerger is taking place. An order concerning a bond will not lapse when a subordinated financial instrument is being traded ex-interest.



In some cases, the trading venue may remove orders from the trading system. The bank is not responsible for the trading venue's actions or any loss that they may cause to the client.

The client has the right to change or cancel an order before a binding offer/bid leading to a trade is made, or before a trade is executed. The change or cancellation will take effect as soon as the bank has received it and the change or cancellation has been recorded in the trading venue's trading system. An increase in the volume of the instrument specified in the order and a change in the price clause will be deemed not only to constitute cancellation of the order but also a new order. A change in the order may affect the order's priority. If the bank has taken any measures to fulfil an order, the order can be cancelled only if the client reimburses the bank for any expenses and loss that may result from the cancellation. An order cannot be changed or cancelled to the extent it has been executed.

## 2.6 Execution of orders

After receiving an order, the bank will execute it carefully in the client's best interests. The bank will execute the order in accordance with its order execution policy valid at the time unless the client issues specific instructions departing from this policy. When the client places an order, they are deemed to have accepted the bank's order execution policy valid at the time.

The bank will execute the order without undue delay unless it has expressly agreed with the client that the order is to be executed at a time deemed best by the bank or some other time.

If no price limit has been set in the order, the bank has the right to execute the order at the prevailing market price.

The bank has the right to execute the order in parts unless otherwise agreed.

The bank has the right to combine the client's order with an order placed by another client or the bank, in accordance with legislation and a set of instructions governing investment services, unless otherwise agreed with the client.

The client is aware and acknowledges that the bank, its Group entity or the actual executor of the trade may act as the counterparty of the client's transaction.

Any specific instruction that the client may give, which deviates from the bank's order execution policy valid at the time, may, with respect to factors included in the instruction, prevent the bank on an order-specific basis from carrying out measures, in line with the order execution policy, which are aimed at achieving the best possible result for the client.

Financial instruments subject to a sell order must be delivered or made available to the bank in connection with the placement of the order in accordance with the market rules or at another time required by the bank. Whenever

necessary, the client must provide the bank with the documents required for clearing their title. The client must reimburse the bank for any loss caused by the delay in the delivery of financial instruments.

The bank has the right, if it considers that the client's best interests so require, to refrain from executing an order until the client gives the bank new instructions to execute the order.

The bank has the right to verify that the client is in possession of the financial instruments for which they have placed a sell order or that the client is capable of delivering them within the stipulated time limit and, for this purpose, to verify that the client's book-entry account and securities custody account have a sufficient balance, and otherwise to verify the availability of financial instruments and to reserve the financial instruments for executing the transaction.

The bank has the right to refuse to execute an order if the client is unable to prove that they are able to fulfil their obligation in the manner stated above.

The bank has the right to verify that the client is able to pay the purchase price of financial instruments. If the client is unable to prove that they have the required funds for paying the purchase price, the bank has the right to refuse to execute the order. The bank also has the right, if need be, to demand a down payment or payment in part or in full in advance.

The securities broker used by the bank has the right to conclude a lending agreement on behalf of the financial instrument's seller if it is apparent that the financial instrument's seller is not able to fulfil its obligation to deliver the financial instruments subject to trading by the deadline set forth in the rules and regulations of the clearing house, or if the seller's delivery is delayed. In such a case, the securities broker may take the initiative to conclude a lending agreement for financial instruments on behalf and for the account of the financial instrument's seller. The bank has the right to charge the client with a short delivery of securities for any expenses, including fees, taxes or other costs, and any loss caused by lending.

In the situation described above, the broker used by the bank may otherwise acquire financial instruments on the client's or its own account without notifying the client of that in advance.

The bank has the right, on the basis of the order placed or a trade carried out, to take measures to clear the trade in order to secure the bank's right of retention under these terms and conditions and any right of lien of the trading venue, and to take other similar measures.

The bank may not disclose to the client the name of a client acting as the other party to a trade.



If the order does not specify any minimum or maximum price, the trade specified in the order is executed at the prevailing market price.

The bank may set a maximum or minimum limit for orders delivered via the service, which may also be set on a customer-specific basis. The bank has the right to restrict trade performed via the service, or prevent it altogether, if the appropriate execution of orders could be at risk.

Title to the financial instruments specified in the order will not transfer to the bank unless the bank is the counterparty to the trade executed. The bank does not set the transaction price.

## 2.7 Alteration or cancellation of an order

The client has the right to change or cancel an order before a binding offer/bid leading to a trade is made, or before a trade is executed. An increase in the volume of the instrument specified in the order and a change in the price will be deemed not only to constitute a cancellation of the order but also a new order.

If the bank has taken any measures to fulfil an order, the order can be cancelled only if the client reimburses the bank for any expenses that may result from the cancellation.

## 2.8 Notification of execution of an order

The bank will promptly notify the client of an executed or a lapsed order. The bank will send the client a transaction confirmation no later than the next trading day following the date of the order execution. With respect to a transaction executed abroad, the bank will, without delay, notify the client of such a transaction as soon as the bank itself has been informed of it.

Notifications regarding orders are deemed to have been brought to the client's attention no later than the next business day following the day when OP has sent the notification to the client. The client must check the information given in the notification and inform the bank immediately of any errors in the information.

The arranger of a share issue or sale of shares will notify of the execution of the share issue or the sale of shares in the manner and at the time notified separately by the arranger.

## 2.9 Delivery of financial instruments and payment of the proceeds from the sale

The bank is responsible for ensuring that financial instruments acquired on the client's account can be entered, as soon as possible after carrying out the trade, in the client's securities custody account, book-entry account or mutual fund unit register mentioned in this agreement. If all of the financial instruments cannot be entered at the same time, the client must accept partial entry. The client must check the financial instruments they have received

and notify the bank of any errors or deficiencies immediately and take the necessary measures to avoid or minimise any loss.

If the financial instruments subject to a sell order are not available to the bank in accordance with the market rules, the client will be liable for any loss that this may cause to the bank.

The clearing house's bylaws stipulate the use of financial instruments as collateral and other measures to secure clearing.

The bank is responsible for ensuring that the selling price of the financial instruments sold based on a sell order, less the bank's receivables related to the order as well as any transfer tax that may be collected on the trade, will be paid into the client's asset management account mentioned in this agreement immediately after clearing, or no later than the business day following the date of the clearing, unless otherwise agreed. If the selling price cannot be paid in full, the client must accept a partial payment. Payment of the selling price can be made only if the client has fulfilled their obligations in accordance with the order. If the payment is delayed for a reason not attributable to the client, the bank will pay penalty interest on the overdue amount in accordance with the provisions of the Interest Act in force at the time.

## 2.10 Payment of purchase price

The client will pay the purchase price of financial instruments, plus the bank's receivable and any transfer tax that may be collected on the trade, on the clearing day of the bought financial instruments. The related payment must be available to the bank by the time of payment specified in the market rules, unless otherwise agreed between the parties. The client is liable to pay penalty interest on the amount overdue in accordance with the provisions of the Interest Act.

For buy orders, the bank has the right to debit the client's account for the financial instruments' purchase price, plus fees and charges, immediately after the trade has been executed.

For a subscription order, the bank will debit the client's asset management account for the financial instrument's subscription/purchase price, plus the bank's fees and charges and any other charges that may be payable for the subscription, in accordance with the terms and conditions of the subscription or the terms and conditions governing a share issue or sale of shares.

If the asset management account does not contain sufficient drawable funds for the abovementioned payments and otherwise has not been agreed, the client will be liable for any loss that this may cause to the bank. Irrespective of whether any loss arises, the client will always be liable to pay penalty interest on the overdue amount as specified in the Interest Act.



## 2.11 Right to use another securities broker's services

Without notifying the client in advance, the bank has the right to use a Finnish or foreign investment firm or credit institution, or its branch, to assist in performing its duties related to financial instruments. If the bank uses services provided by another securities broker and unless otherwise agreed with the broker, the broker's order execution policy applies to the execution of an order.

If the client wishes to place an order in a trading venue where the bank is not a member, the bank will aim to exercise special care in selecting a foreign investment firm or credit institution, but will not be responsible for the actions of the selected investment firm or credit institution. If the client incurs losses due to the actions of a foreign securities broker, the bank will take measures it deems reasonable to recover compensation from the liable party. The bank will pay the client their share of any received compensation without delay.

## 2.12 Netting

If the bank and the client have opposing payment obligations arising from intra-day purchases and sales, the bank has the right to net the payments between the bank and the client. The bank has the right to convert the receivables into the same currency for the purposes of netting.

By virtue of law, the bank has the right to immediately accelerate and net the client's payment and execution obligations in the case of the client's default. If the client is a legal person, the bank also has the right by virtue of law to net a receivable from the client that applies to collateral given by the client.

## 2.13 Foreign orders

If the client gives an order regarding a financial instrument traded outside Finland, they understand and acknowledge that the market rules other than those used in Finland will apply to the execution of the order where applicable. In such a case, the broker will execute the order in compliance with the market rules of the execution venue, which also bind the client. The client agrees to sign any documents necessary for the execution of such an order.

## 2.14 Cancellation of a trade and order

The client has no right to cancel a trade that has been executed based on an order.

A trade may be cancelled only in accordance with regulation and market rules valid at the time. If cancellation is due to a reason attributable to the client, they must reimburse for the loss caused by the cancellation to the bank.

The bank has the right not to execute an order if the party placing the order has substantially failed to fulfil their

obligation in accordance with the order, these terms and conditions, some other agreement between the client and the bank related to the investment service or the market rules, or if the bank has a reason to suspect the misuse of inside information. In such a case, the client must reimburse the bank for any loss caused to the bank.

The bank has the right to refrain from taking measures required for executing an order or to cancel an order regarding financial instruments if the sales reservation made for the bank is removed or otherwise becomes ineffective, or if the financial instruments are no longer in the possession of the bank or the client.

## 3 Special clauses governing short selling

Short selling means such sale of a financial instrument in which the seller does not own the instrument when placing an order to the bank to sell it in the trading venue. In the cases of short selling, the following special short-selling clauses apply to the relationship between the client and the bank, in addition to the other terms and conditions governing securities brokerage.

Short selling requires that the client has a trading limit issued by the bank. The client may sell financial instruments short only within their trading limits. The short-selling service is available to the client on OP's digital services.

### 3.1 Financial instruments shorted

The financial instruments that can be shorted at any given time are listed on OP's digital services. The bank may change or remove financial instruments on this list or suspend the service without prior warning. It is possible to only sell short financial instruments that are listed on OP's digital services.

### 3.2 Client's obligation to deliver the financial instruments

The client is responsible for buying the financial instruments being shorted by making a replacement purchase or in another manner on the short-selling execution date before trading closes in the trading venue.

The client undertakes to deliver the financial instruments being shorted to the bank so that they are at the bank's disposal in accordance with market rules for the clearing and settlement. The client is responsible for ensuring that the purchased financial instruments are transferable.

The bank or the securities broker used by the bank has the right to make a lending agreement on behalf of the client if the client has not made the necessary replacement purchase and delivered to the bank on the short-selling execution date before trading closes all financial instruments to be shorted or if it is obvious that the client cannot fulfil their obligation to deliver the financial instruments. In such a case, the bank or the securities broker used by the bank may take the initiative to conclude



a lending agreement for financial instruments on the client's behalf and account. In the situation described above, the bank or the broker used by the bank may otherwise acquire financial instruments on the client's or its own account without notifying the client of that in advance.

The bank has the right, on the basis of the order placed or a trade carried out, to take measures to secure the right of lien of the trading venue or clearing house, and to take other similar measures.

The bank has the right to refuse to execute an order if the client cannot prove that they can fulfil their delivery obligations.

### 3.3 Fees and charges

The bank will charge the client standard brokerage fees as stated in the list of charges and fees for services and related short-selling assignments included in this agreement.

The bank will also charge the client for the replacement purchase that the client issued to fulfil their delivery obligation in the form of the financial instruments' purchase price, increased commission as detailed in the list of charges and fees or the price list and any other costs incurred due to acquiring the financial instruments and any costs to the bank, including any taxes, costs from lending financial instruments and any loss that may have been caused to the bank or a broker it used.

The bank is entitled to charge any fees, the purchase price of financial instruments acquired through replacement purchase, payments and other expenses from the asset management account referred to in this agreement or to deduct them from any payments to the client.

### 3.4 Payment of the purchase price

The bank has the right to verify that the client is able to pay the purchase price of financial instruments and any fees. If the client is unable to prove that they have the required funds for paying the purchase price, the bank has the right to refuse to execute the order. The bank also has the right, if need be, to demand a down payment or payment in part or in full in advance. If the client does not deliver shorted financial instruments to the bank in accordance with these terms and conditions and market rules, the bank has a lien on the purchase price of the shorted financial instruments.

If the bank and the client have opposing payment obligations arising from intra-day purchases and sales of securities, the bank has the right to net the payments between the bank and the client. The bank has the right to convert the receivables into the same currency for the purposes of netting.

### 3.5 Regulatory compliance in respect of short selling

The client affirms that they comply with short-selling regulation. The bank is under no obligation to supervise the client's net short positions or otherwise make sure that they conform to short selling regulations. The bank will not provide position reports to the client for the purposes of monitoring short-selling regulation.

### 3.6 Delivering financial instruments and checking trade confirmations

If the client is a buyer of a financial instrument, the bank will deliver the traded financial instruments to the book-entry account indicated by the client, the securities custody account or in another manner to the client against the client's payment.

If the transaction executed obliges the client to deliver financial instruments to the bank, the client is responsible for ensuring that the financial instruments subject to transaction are available to the bank at the agreed time.

The bank has the right to ensure that the client is able to deliver the financial instruments subject to transaction within the specified time limit and, in this capacity, to check, for instance, the sufficiency of the funds in the client's book-entry account or securities custody and to reserve the financial instruments necessary for the execution and clearing of the transaction.

If the financial instruments are not available to the bank in accordance with the terms and conditions of the transaction, the client is liable for any loss that this may cause to the bank. The client is under an obligation to check transaction confirmations they have received and to notify the bank immediately of any shortcomings they have detected.

## III. Terms and conditions for securities custody

### 1 Purpose and scope of securities custody terms and conditions

These custody terms and conditions specify clauses under which the bank or another OP Financial Group service provider takes under custody and manages the client's book-entry or/and physical securities. These terms and conditions do not apply to custody of documents other than securities.

In addition to the terms and conditions of the agreement, the custody service relationship is subject to domestic and foreign legislation in force at the time, instructions issued by relevant authorities and the rules, instructions and regulations (market rules) issued by the trading venue, central counterparty, central securities depository and clearing house or subcustodian. If these custody terms and



conditions differ from domestic and foreign legislation, the instructions and regulations issued by the relevant authorities or applicable market rules, the provisions concerned will primarily apply.

## 2 Custody service

Custody service comprises custody of book-entry and physical financial instruments as well as management of the financial instruments under custody based on these terms and conditions.

The bank, acting on its mandate, agrees to hold in custody and manage the assets placed in its securities custody in accordance with these terms and conditions.

Only bonds and notes with an original remaining maturity of over 12 months may be entered on the book-entry account of an unregistered corporation, concern or joint administration.

Under this agreement, the bank has the right, on its own initiative, to open a book-entry account for the client, even if the client did not have any book-entries to hold in a book-entry account.

## 3 Custody of book-entry securities and management measures included in securities custody

The bank will perform the following tasks with respect to securities held in custody and issued within the Finnish book-entry system:

### For shares

- Transmitting and recording dividends
- Notifying of shares offered for subscription by shareholders and of convertible bonds and bonds with warrants
- Subscriptions and orders concerning subscription rights in accordance with the instructions given by the client
- Notifying of bids, switches or redemptions by order of the issuer, bidder or their agent, and, if necessary, actions as instructed by the client related to the above notifications by the bank
- Exchanging talons, share certificates and scrip certificates
- Transfers to the book-entry system

### For government bonds, debentures and bonds or notes as well as certificates of deposit and commercial papers and other money market debt certificates

- Redemption and receipt of interest and repayments and the recording on account of terminated bonds and notes as well as the payment to the client's asset management account of payments obtained from these

- Conversion of subscription certificates into debt certificates
- The bank will not notify of the end of the term to maturity.

### For bonds and notes

- Conversions and subscriptions on the basis of them in accordance with the instructions given by the client as well as notification, by way of the statement of holdings, of the time of conversion of convertible bonds
- The bank will not notify of the end of the term to maturity.

### For mutual fund units

- Redemption and recording of income if the mutual fund does not pay the amount directly to the client

### For equity warrants and stock options

- The bank will not notify of the subscription period for the related warrants.
- The bank will not notify of the end of the term to maturity.

### For warrants

- The bank will not notify of the end of the term to maturity.

For other securities in custody, the client must agree with the bank before the securities are transferred to the client's book-entry account or placed in custody for the client.

The bank will take the abovementioned management measures if notification of the obligation to act has been published in NASDAQ Helsinki or if the issuer has otherwise notified the bank of the matter in a verifiable manner and well in advance.

The bank will record in the client's account the dividends, interest, repayments, capital return payments, maturities and other equivalent payments on their receipt from the payer.

The bank will not initiate recovery proceedings or take legal enforcement measures.

The bank has the right to refuse to take custody of a security.

The bank is not responsible for taking any management measures other than those mentioned above unless it has concluded a separate, written agreement on them with the client.

### 3.1 Receiving and transferring book-entry securities

Stock exchange trades and other transfers executed by the client with book-entry securities are recorded in the book-entry account. The statement of title required by the bank must be presented for book-entries.



## 4 Custody of physical securities

### 4.1 Receiving and handing over of physical securities

Physical securities delivered by the client or agents are placed in custody of physical securities. Physical securities are placed in custody in the client's name in the bank's vault separate from the securities or other clients and the bank.

The client must present the statement of title to physical securities required by the bank. Securities in custody are handed over to the client or the client's agent.

The bank will take the measures mentioned in these terms and conditions only if the bank has been notified in writing of the time of the measure well in advance. The bank will manage the dividend payment of the physical securities in securities custody only if the share certificate has a dividend coupon against which the dividend is paid or if dividend payment can be recorded in the share certificate. The bank's management measure involves only custody if the dividend, interest or some other income is paid directly into the client's account.

For other securities and documents, which include, for example, share certificates and promissory notes related to shares in housing companies, the bank manages only their custody.

### 4.2 Time for checking physical securities in custody

The bank will reserve five business days for checking physical securities and for preparatory custodial and management measures, starting from the date of their receipt. Foreign securities will be accepted for the client's securities custody account as soon as the bank's foreign subcustodian has checked the securities and approved them. The bank is not responsible for any management measures that may not have been performed during this time.

The bank has the right to refuse to take custody of a physical security.

## 5 Other measures

The bank has the right, but is not under any obligation, to take all measures that are necessary to preserve and safeguard the client's rights.

The bank has the right to open a separate book-entry account / securities custody account for book-entries/securities that are subject to a pledge, levy of execution, confiscation or some other precautionary action by the authorities. The bank has the right to close the book-entry account / securities custody account subject to a pledge, levy of execution, confiscation or some other precautionary action by the authorities, in which case

trading for the client's book-entry account / securities custody is prevented. Handing over or pledging assets does not constitute an obligation of the bank until the bank has been duly notified of it in writing.

If there are no assets in the book-entry account / securities custody account and no entries have been made during the past 12 months, the bank has the right to close the book-entry account / securities custody account.

The bank will use the original purchase prices as the purchase prices of the financial instruments transferred under the scope of this agreement, provided that the client gives this information to the bank. If the client has no information on the original purchase prices, the financial instrument has no purchase price, which may affect taxation.

## 6 Book-entry account

### 6.1 Client's book-entry account and its management

The client's book entries in the book-entry securities system in Finland are recorded in the client's name in the book-entry account included in the book-entry register maintained by the central securities depository.

Euroclear Finland Ltd acts as the statutory registrar in Finland. OP Custody Ltd acts as the custody service provider and account operator within OP Financial Group. OP Financial Group member cooperative banks represent the account operator for the client.

A bank representing the account operator is responsible for contacts with clients, with the exception of the situations specified in the rules and regulations of the central securities depository according to which the depository, as a registrar, is responsible for contacting the client, or with the exception of the situation in which the issuer itself or through an agent it has authorised is in direct contact with the client.

A book-entry account is managed in accordance with the provisions, regulations and instructions governing the book-entry securities system, book-entry registers and book-entry accounts.

### 6.2 Particulars of the book-entry account

The book-entry account must include the following particulars:

- 1 the account holder and other holders of rights pertaining to the book-entries registered in the account;
- 2 the type and number of the book-entries registered in the account; and
- 3 the rights and restrictions pertaining to the account and the book-entries registered in the account.



### 6.3 Nominee-registration of book-entries

A foreign citizen and a foreign institution and foundation have the right to nominee-register their book-entries. Nominee-registered book-entries are recorded in a special book-entry account (custodial nominee account or owner account). A custodial nominee account may contain book-entries of several foreign owners that the bank or an account holder as the bank's client manages on behalf of the owners. With respect to securities in a custodial nominee account, the bank keeps securities accounts for each client. A securities account refers to sub-accounting maintained by the bank for how ownership of securities in the custodial nominee account is divided among the bank's clients. A nominee-registered owner account may only have book-entries owned by the account holder. The parties must agree on the opening of a nominee-registered owner account in the account agreement. Nominee-registration is not possible for a Finnish citizen or a company or entity registered in Finland. If a foreign citizen also has Finnish citizenship (dual citizenship), nominee-registration is not permitted.

### 6.4 Transfer of an entire book-entry account

An advance notification sent to the bank by the central securities depository of the transfer of the entire book-entry account to another account operator will be considered to constitute a cancellation of this agreement by the client. The bank has the right, but is not obligated, to execute open orders after receiving the advance notification of the transfer of the account sent by the central securities depository.

If a book-entry account has been pledged and includes a prohibition against transfer of the pledged account, the account must not be transferred at the account holder's request without the pledgee's consent.

The bank has the right, and is obliged, to hand over photocopies of the documents proving the existing entries to the account operator which has received the book-entry account. The book-entry account will be available for use after it has been definitely received.

### 6.5 Transfer of securities custody within OP Financial Group

An advance notification sent to the bank receiving securities custody by the bank handing over securities custody regarding the transfer of the client's entire securities custody to the receiving bank will be considered to constitute a cancellation of this agreement by the client with the bank handing over custody. The custody agreement between the client and the bank handing over securities custody will end once securities custody has been transferred to the receiving bank.

The bank handing over custody will execute the client's orders and fulfil obligations under this agreement until the date of transfer; from this date onwards, the receiving bank

will be responsible for the client's orders and the fulfilment of the obligations under this agreement.

## 7 Foreign securities

Foreign securities are primarily governed by the terms in this clause and by the other terms and conditions mentioned in this agreement provided that they are not in conflict with the terms of this clause.

### 7.1 Securities traded publicly abroad

The client's foreign securities will be held in custody by a domestic or foreign service provider (subcustodian) selected by the bank. Local legislation apply to accounts operated by the subcustodian. Therefore, the client's rights related to foreign securities may differ from those related to domestic securities with respect to clearing and settlement, account entries, investor protection and other laws, among other things. With respect to foreign securities, the bank keeps securities accounts for each client. A securities account refers to sub-accounting maintained by the bank for how ownership of securities managed by the subcustodian is divided among the bank's clients.

Rather than being registered in the client's name, foreign securities are usually registered in the client asset accounts of the bank or a subcustodian. If this is not feasible in a market, due to legislation or market practice, financial instruments are registered in the name of the bank or the subcustodian. In such a case, in the face of any potential bankruptcy or other insolvency the client's securities are not necessarily separable from the assets of the bank or the subcustodian selected by the bank.

The subcustodian or foreign central securities depository may hold the right of collateral or setoff to the client's securities or financial assets. In such a case, the right of collateral or setoff involves all securities or financial assets in the account. With respect to securities held in the joint account, the client's securities may be subject to the right of collateral or setoff on the basis of obligations other than those of the client.

If a client gives foreign physical securities to the custody of the bank, these cannot necessarily be given back immediately to the client on request, because they may be held by a subcustodian. Rather than being registered in the client's name, foreign physical securities are usually registered in the name of the bank or a subcustodian. The client's holdings of foreign securities are recorded in the bank's accounting covering foreign securities custody accounts as belonging to the client's assets.

Holding foreign securities and exchanging and holding them in custody may involve other political, financial, legal, tax-related and other unforeseeable risks which differ from investment in Finnish securities, and which are borne solely by the client.

If the bank lodges its own securities as collateral for the trades executed by the client, the bank will hold the client's



securities as collateral. If the collateral which the bank has lodged on behalf of the client does not suffice to execute both the bank's own and the client's trades, the bank has the right to choose which ones are to be executed.

## 7.2 Foreign mutual fund units

Foreign mutual fund units can be kept in the register maintained by each mutual fund or UCITS in the country where the mutual fund concerned has been registered, either in the name of the bank on behalf of the client or in the name of an external custodian on behalf of the bank's clients. The bank maintains client-specific holding details related to securities custody (nominee registration), and the client's holdings of foreign mutual fund units are entered in the custody accounts of the bank's foreign mutual funds as belonging to the client's assets.

In the event of any potential bankruptcy or other insolvency, the client's foreign mutual fund units are not necessarily separable from the assets of the bank or the external custodian it has selected. In such a case, the bank is not responsible for the external custodian's errors or omissions to the extent the external custodian is not responsible to the bank. The bank is not responsible for potential insolvency of the external custodian.

The external custodian may have the right of collateral or setoff that involves the client's foreign mutual fund units. In such a case, the right of collateral or setoff involves all foreign mutual fund units in the account. With respect to foreign mutual fund units, held in the omnibus account, the client's units may be subject to the right of collateral or setoff on the basis of obligations other than those of the client, too.

The bank will convey information to the client that it has received from a foreign fund management company or external custodian related to capital market transactions required for client measures if the bank has received the information from the parties concerned. If the foreign mutual fund management company or external custodian fails to provide the bank with the related information at all or well in advance, the bank will not be responsible for any loss caused by it to the client. For example, the bank will not act on behalf of the client or represent the client in any class action.

The bank will, if necessary, convert the foreign-currency redemptions, dividends and other cash payments for foreign mutual fund units into the currency of the client's management account according to the foreign exchange rates used in foreign exchange trading. The payment will be entered in the management account with the client's bank within a reasonable time after the foreign fund management company or external custodian has entered the payment into the bank's account. The bank will pay dividends, interest and make other cash payments, less any tax at source, or deduct tax from the redemptions, dividends and other cash payments that are to be paid out if the tax regulations so require. The client is responsible

for delivering the necessary documents connected with the tax regulations and for the accuracy of the documents.

The bank may, on its own initiative and without hearing the client, redeem the client's foreign mutual fund units if there is a weighty reason related to the client for doing so. Such a weighty reason may arise if, for example, the client moves abroad and is not entitled to hold their fund units with the bank based on the fund rules (prospectus) or under the distribution agreement between the fund management company and the bank.

## 7.3 Foreign securities publicly traded in Finland

Foreign securities intended for public trading in Finland are registered with the issuer's local central securities depository in the bank's name on the client's behalf or with the domestic central securities depository in the client's name.

## 7.4 Shareholder information

The bank will provide the client with any information it receives from the subcustodian on capital market transactions requiring measures to be taken by the client. If the subcustodian fails to provide the bank with the information at all or well in advance, the bank will not be liable for any resulting loss caused to the client. For example, the bank will not act on behalf of the client or represent the client in any class action or the issuer's bankruptcy or other insolvency proceeding.

## 7.5 General meetings of shareholders

In general, it is not possible for an individual shareholder to attend a foreign company's general meeting of shareholders. If the client wishes to attend such a meeting and this can be arranged, the bank will have the right to charge the client for the expenses resulting from the client's attendance by debiting them from the client's asset management account.

## 7.6 Disbursement of cash payments

The bank will, if necessary, convert the foreign-currency interest, dividends and other cash payments for foreign securities into the currency of the client's asset management account according to the foreign exchange rates used in foreign exchange trading. This payment will be entered in the client's asset management account with the bank no later than the tenth (10th) business day following the subcustodian's entry of the payment in the bank's account. The bank will pay dividends, interest and make other cash payments, less any tax at source, or deduct tax from the interest, dividends and other cash payments that are to be paid out if the tax regulations so require. The client is responsible for delivering the necessary documents connected with the tax regulations and for the accuracy of the documents.



## 7.7 Replying to a foreign subscription inquiry

The client must reply by the given deadline to an inquiry delivered by the bank concerning a subscription for a share issue, convertible bonds or bonds with warrants based on shareholding. In the absence of a reply, the bank will act as it has stated in the order form in cases of the absence of a reply. If the order form has no mention of measures in the absence of a reply, the bank will not take measures on the client's behalf if it has not received a reply from the client.

## 7.8 Legal errors

The bank is not responsible for the legal correctness of foreign securities.

## 7.9 Handover of securities

The client must promptly notify the bank of all changes in ownership rights and all other changes that have occurred in previously registered information. The bank, an issuer, a foreign central securities depository or a subcustodian is not responsible for any losses of rights caused by neglect of a transfer of title notice or failure to notify of other changes in registered information.

# 8 Parties' liabilities

## 8.1 Client's obligations and liability

The client will provide information required for taking measures related to the custody service and will be responsible for the correctness of the information and must compensate the bank for any loss caused by the provision of incorrect information.

The client must compensate in full the loss and other costs caused by an unfounded entry application that has led to the recording of an entry and has been made negligently by the account holder or their agent, or which results from the account holder's refusal to give their consent to correct the erroneous entry. In order to avoid liability to compensate, the account holder must prove that they or their agent have not acted negligently.

If there has been a manifest error of placing securities, to which the client has no right, in securities custody for the client, the bank has the right to correct the error and remove the securities from the custody. If there has been a manifest error of the client receiving rights or payments, based on the securities, to which they evidently have no right, the client must return the rights or payments without delay. In the latter case, the bank also has the right to cancel the client's rights or return the payments by debiting the client's cash account.

## 8.2 Bank's liability

The bank shall manage the assets placed under its securities custody in accordance with these terms and conditions, in a professional manner and without undue delay. As the custodian, the bank will not make investment

decisions and will not be responsible for the financial result of measures taken.

The bank is not liable for any loss caused to the client by incorrect information provided by the client related to custodial measures. If a security placed in custody disappears or is destroyed, the bank will replace it with an equivalent security. If the security cannot be legally annulled and the bank cannot replace it with another security of the same type and amount, the bank will compensate it at market value.

However, liquidated damages payable on the basis of this agreement will never exceed the market value of the damaged asset at the time when the bank's error or omission was detected or should have been detected.

The bank is not liable for any loss caused to the client by an error on the issuer's, subcustodian's, central counterparty's, central securities depository's or clearing house's part, or by incorrect information received or by information not received from the issuer, subcustodian, central counterparty, central securities depository, clearing house or subcustodian. The bank is not responsible for the accuracy of payments it has received from the issuer or its agent, central counterparty, central securities depository, clearing house or subcustodian. If the subcustodian cancels the payment or the transfer of securities it has performed due, for example, to incorrect tax or the subcustodian's error, the bank will cancel the payment by debiting the client's cash account or removing the client's securities from the custody.

The bank is not liable for any loss caused by the client not having informed the bank of changes in their personal or address details or in their tax position.

The bank is not liable in any respects for any loss that may be caused to the client if reports made for the purpose of investment monitoring have been used as the basis of tax planning or accounting.

## 8.3 Replying to a subscription inquiry

The client must reply by the given deadline to an inquiry delivered by the bank concerning a subscription for a share issue, convertible bonds or bonds with warrants based on shareholding.

In the absence of a reply, the bank will subscribe for bonus shares offered for subscription in a bonus issue on an equal distribution basis, and the bank has the right, but is not under an obligation, to sell in a rights issue the subscription rights used for subscribing for shares, convertible bonds or bonds with warrants. The bank will not sell the subscription rights if the price obtained is lower than the selling costs.



## 8.4 Funds required for performing duties

The client will ensure that the bank has at its disposal the funds necessary for performing the duties based on the order, such as for the payment of subscriptions.

The funds for making the payments by the due date must be in the client's asset management account no later than the business day preceding the due date. Failing that, the bank has no obligation to act in accordance with the orders given by the client and is not responsible for the consequences of a delayed remittance, such as forfeiture of subscription rights.

## 9 Other terms and conditions

### 9.1 Statement of holdings and other reporting

The bank issues a statement of holdings to the client.

The bank will notify the client of changes in the assets in securities custody and of the taken measures at least four times a year. A written agreement may be made to the effect that notifications will be sent out separately for each measure taken.

The client will receive each year an annual statement of holdings no later than by the date provided by law.

The bank may submit reports to the client for the purposes of investment monitoring. The reports sent to the client depend on the level of custody agreed. The reports should not be used for tax planning or accounting purposes. Tax planning and accounting should be based on order receipts and calculations.

### 9.2 Bank's right of lien to assets held in custody

Assets in custody, cash included, serve as collateral for the bank in security for its outstanding charges and fees deriving from the agreement as well as for outstanding amounts resulting from the client's orders and related penalty interest. The right of lien also applies to income from the assets in securities custody and assets substituting such income. If the client fails to pay an outstanding debt or otherwise fails to fulfil their obligation, the bank has the right to sell, through the trading venue or in another appropriate manner, the number of securities or other assets in securities custody necessary to receive the outstanding amount. If the client has not paid the charges and fees related to this agreement by the due date, the bank has the right to establish a right of lien on the client's securities custody account in security for these unpaid amounts.

Income from the sale of the pledge will be used to pay the bank's receivables due from the client in the order of their falling due. Any surplus income from the sale of assets will be paid to the client.

In security for the fulfilment of the obligations connected with a securities transaction under clearing and settlement, the bank has the right of lien on a book-entry which has been entered in connection with the transaction in a trading account as referred to in law. What is stated here concerning a book-entry applies correspondingly to a sold or bought security which has been given to a clearing house or settlement agent for the purpose of clearing and settling a securities trade.