

Effective as of 1 March 2020.

1 Scope of application

These terms and conditions form part of the Corporate Agreement for Digital Transactions, which specifies the use of OP's digital services. OP's digital services constitute various service platforms provided by OP, such as the op.fi service, OP Business mobile, electronic signature service and telephone service. These services can be used with various devices, such as a computer, mobile device and phone.

Via OP's digital services, the Customer can use eServices defined by OP, which include the transfer of payments and e-invoices, financing and account services investment and information services, as well as insurance services. E-Services used via various devices may vary in terms of contents and functions.

OP defines OP's digital services provided at any given time and eServices used in OP's digital services. The Customer selects the digital services they use and eServices they use in the digital services. However, OP has the right to refuse to provide the Customer with digital services or some of them and eServices or their feature. OP may also change the digital services and eServices it provides.

Specific contract terms and conditions and instructions apply to eServices used in OP's digital services. If the terms and conditions or instructions governing eServices used in OP's digital services and the general terms and conditions of Corporate Customer digital transactions are in disagreement with each other, the terms and conditions of the eService shall primarily apply. The most recent version of the general terms and conditions of the agreement of Corporate Customer digital transactions is available to the Customer at op.fi.

OP's digital services are intended for use in the Finnish market and the laws of Finland shall apply to the services irrespective of the country from where they are used. The provisions governing disclosure of information prior to conclusion of an agreement and during the contractual relationship laid down in the Payment Services Act and other laws shall not apply to OP's digital services, unless otherwise provided below.

2 Definitions

Customer is a legal person who signs the Corporate Agreement for Digital Transactions and is thereby the other party to the agreement.

File transfer is an electronic data transfer channel for sending and receiving banking and insurance files, messages and orders.

E-service is one or several services provided by OP or a Third Party that OP provides in OP's digital services at any given time. An agreement concluded on the eService does not form part of the Corporate Agreement for Digital Transactions, with the exception of the File Transfer Service on which the Corporate Agreement for Digital Transactions is agreed.

Administration right is the right given by the Administrator to the Corporate User to represent the Customer in all matters in OP's digital services covering communications related to eService, Users and Access Rights.

International sanctions refer to sanctions, financial sanctions, export or import bans, trade embargoes or another restrictive actions 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.

Third party is other than the Customer or OP.

User is the Administrator or a Corporate User.

Access right means an authorisation given to the User to use and administer eServices or OP's digital services as well as in the online and branch channel.

OP is an OP Financial Group company or entity.

OP Financial Group consists of member banks of OP Cooperative, OP Cooperative, its existing and future group companies, OP Koti real estate agencies, OP Bank Group Pension Foundation, OP Bank Group Pension Fund and other existing and future companies, entities and foundations, over which at least one of the aforementioned organisations alone or together exercises control.

Administrator is a natural person authorised by the Customer who has the right to alone represent the Customer in any matters related to

contact information, communication methods, the Corporate Agreement for Digital Transactions, the use of eServices, Access Rights and Administration Rights.

Means of identification refers to user ID for OP eServices, user ID for OP eServices for Small Corporate and Institutional Customers or another electronic means of identification or certificate issued or approved by OP.

Corporate user refers to a natural person authorised by the Customer or Administrator who has the right to alone represent the Customer in OP's digital services within the limits of their Access Rights.

3 Charges for services

OP has the right to charge fees for OP's digital services and transactions done there, based on the list of service charges and fees, or fees otherwise agreed on with the Customer. OP has the right to directly debit the Customer's account these charges and fees.

The list of service charges and fees valid from time to time is available from OP Financial Group's branches.

4 Communication

4.1 Notifications from OP and Third Party

OP will give notifications of the Corporate Agreement for Digital Transactions, including any changes in the Agreement and its terms and conditions, by sending a message via OP's digital services or otherwise as a part of the digital transactions service.

A notification of material extension of the Administrator's rights under this agreement shall be sent by post to the postal address obtained from the registration authority of the Customer's OP or the Finnish Business Information System or to the postal address last notified by the Customer to OP.

OP has the right to give the Customers information on payment services (such as no funds messages), information on changes in the list of service charges and fees and all other notifications (such as changes to the contract terms and conditions, notices, offers, replies, confirmations and other messages subject to banking and insurance secrets) based on this agreement or other agreements with the Customer by sending a message to OP's digital services or otherwise as part of the digital service.

If the transaction done by the User should be confirmed as specified in section 7, OP will send an SMS to the mobile phone number given by the User in person or used personally by the User for the confirmation of the transaction. The User confirms the transaction according to the SMS on the services approved by OP which are listed at op.fi.

The Customer is aware that information contained in an SMS or email may, for a reason beyond OP's control, fall into the hands of an external party, the content of the message may change, the message may be misdirected or remain completely undelivered.

4.2 Obligation to regularly follow messages, and date of receipt of information

The Customer shall regularly follow messages and content sent by OP's digital services.

The Customer is regarded as having received a notification on the weekday following the day of giving the notification, at the latest.

4.3 Contact with OP

The Customer can contact OP, for example, through a message in the digital services or through an online meeting in OP's digital services, by phone or by visiting an OP branch.

In cases approved by OP at any given time, if the matter cannot be handled in OP's digital services, the Customer can send a message in OP's digital services to OP or a Third Party to give assignments, give authorisations and make orders to handle the matter.

4.4 Language

Services and related notifications are provided to the Customer, depending on the place of business, OP's digital services or eServices, in Finnish, Swedish or English. On a casebycase basis, OP can also agree to use another language to render a service, in full or in part. If the Customer

wishes to use a language other than what is available, they will be liable for costs arising from obtaining and using interpretation services.

5 Use of OP's digital services

5.1 Security

To login to op.fi, Customers must enter www.op.fi in the browser's address bar. Before login, Customers are obliged to ensure that op.fi is encrypted. Next to the padlock icon in the browser's address bar, there must be text indicating that the certificate has been issued to an OP Financial Group company (e.g. OP Cooperative). Depending on the web browser used, this SSL encryption shows as a green address bar or a padlock icon. In addition, the encrypted connection can be identified from the HTTPS (such as https://www.op.fi).

On behalf of the Customer, OP's digital services may be used only by Users specified in this agreement. The Customer or the User may not give the right of access to a Third Party to the services and the Customer or the User may not use services or applications that take control of the Customer's session in OP's digital services. This does not restrict the Customer's right to use the licensed payment order services under the Payment Services Act or registered account details services.

OP's digital services may not be used from a computer or other equipment on which malicious software has been detected.

Prior to adopting OP's digital service, the Users shall carefully read the features, service descriptions and terms and conditions of OP's digital services and eServices to be used. The Customer is responsible for the fact that the Users learn about the abovementioned matters and are aware of the terms and conditions and comply with them.

5.2 Users

An authorisation may be given to the Administrator that concerns the Customer's banking and insurance transactions or one of them. Within the scope of their authorisation, the Administrator has the right on behalf and in the name of the Customer to do the following:

- 1 Change the debit account under the agreement;
- 2 Receive OP's notifications addressed to the Customer;
- 3 View the Customer's agreements, insurance documents, orders and other documents placed in OP's electronic archive within the limits of their access rights;
- 4 Change the Access and Administration Rights held by the other Administrator and temporarily remove the other Administrator's authorisation altogether;
- 5 Change their own Access and Administration Rights if the Customer has so specified in the Corporate Agreement for Digital Transactions;
- 6 Appoint persons to act as Corporate Users and grant them access rights and change and remove their Access and Administration Rights specified in the agreement.
- 7 View the Users of OP's digital services of the Customer and their Access and Administration Rights.
- 8 View transactions done by other Users on the eService;
- 9 View changes in the historical data on the agreement and changes in the historical data on the Users;
- 10 Terminate the Corporate Agreement for Digital Transactions.

The Administrator's authorisation or the permanent cessation of the authorisation occurs when the Customer signs the Corporate Agreement for Digital Transactions or an alteration thereof, and appoints or removes one or several Administrators.

The Corporate User has the right, on behalf and in the name of the Customer, to

- 1 use the Customer's services within the limits of their Access and Administration Rights;
- 2 receive notifications addressed to the Customer within the limits of their Access and Administration Rights.

The Corporate User's authorisation occurs when the Customer appoints one or several Corporate Users or the Administrator adds a Corporate User on OP's digital service.

The Access and Administration Rights issued and any changes therein and related removals will take effect as soon as the Customer has made an entry related thereto on OP's digital service, or OP has received a written notification of said change in the Access or Administration Right and OP has had reasonable time to enter said information in its systems.

If in the Corporate Agreement for Digital Transactions the Customer has adopted an approval process with a two-person rule, the addition of Users

and Access Rights performed by the Administrator is not binding on the Customer until the other Administrator has confirmed the action.

In connection with conclusion of the Corporate Agreement for Digital Transactions and with inclusion of a new User, OP may check the Customer's and User's credit history available from the credit information register maintained by a credit reference agency (such as Suomen Asiakastieto Oy). The Customer agrees to ensure that the persons to be added as Users are aware and have accepted that their credit history will be checked.

The Customer represents and warrants that, in accordance with their best understanding and following investigations that can be reasonably required, appointed Users are suitable to act as Users. A person suitable to act as a User refers to a person to whom none of the following (or similar) factors apply or who is not subject to business prohibition, bankruptcy, indigence authenticated by distraint, international sanctions, appointment of a legal guardian or restricted legal capacity. The Customer is considered to repeat this affirmation each time they appoint a new User. The Customer has no right to appoint an unsuitable person to act as the User without notifying OP thereof in advance and without OP's approval.

OP has the right to reject any appointed Users and later cancel issued Access and Administration Rights. OP shall promptly notify the Customer of rejecting the User or removing the User.

The Customer is responsible for keeping User details and the Access and Administration Rights to the eServices up to date. The Customer shall remove any unnecessary rights without delay. OP has no obligation to monitor changes in the Customer's representatives using a public register.

5.3 Placing orders related to capital redemption contracts and voluntary pension insurance, and viewing related information

The User has the right to view information on capital redemption contracts and/or voluntary pension insurance and to place the related orders on the service. The User is personally responsible for placing orders according to the authorisations given by the Customer. The Customer is responsible for the effect of orders placed in the User's service, for example, on the value performance of the capital redemption contract or pension insurance.

5.4 Identifying the User and use of the means of identification in OP's digital services

OP identifies Users through the identification means it has approved in connection with the use of OP's digital services. The identification method use may affect the content and performance of the service.

The use of the means of identification corresponds to the verification of the User's identity in the same way as using a personal ID document.

During and after the contractual relationship, the Customer is bound by and is responsible for all actions that the Users have performed when logging into OP's digital services. Use of the Identification Means approved by OP corresponds to the official signature of a corporate and institutional customer in accordance with the trade register, the register of associations or the register of foundations within the framework of the User's Access Rights.

These general terms and conditions will not alter the separate agreements and their terms and conditions and obligations, regarding the User's personal means of identification. If the agreement on the means of identification is, however, in disagreement with the terms and conditions of this agreement, the terms and conditions of this agreement shall apply in this contractual relationship.

The Users shall keep their identification means carefully, and the Customer is responsible for any unauthorised transactions done with the means of identifications at least if:

- 1 the User has given the means of identification to an unauthorised person;
- 2 the means of identification gets lost or falls into the possession or hands of an unauthorised person or its unauthorised use is due to the User's negligence; or
- 3 the User has failed to notify without undue delay of the means of identification getting lost, falling into the hands of an unauthorised party or their unauthorised use.

The Customer's responsibility for a legal act taken with an unauthorised use of the means of identification on OP's digital service terminates when the Customer has removed the User's Access Right or the Means of Identification has been closed and the session opened before the closing of the Means of Identification has ended. Nevertheless, responsibility remains

with the Customer if the Customer has intentionally filed a false report or otherwise acted with fraudulent intent.

5.5 Legal acts in OP's digital services

In OP's digital services, the Users act on behalf of the Customer within the limits of their Access and Administration Rights.

In OP's digital services, the User may conclude agreements and send OP and a Third Party approved by OP applications, make orders to them and send messages. Such an agreement is established when the Customer accepts an offer made by OP or a Third Party or when OP or the Third Party accepts the application filed by the Customer, unless otherwise notified.

Information stored in OP's information system is regarded as reliable proof of Customer transactions and orders.

Information presented through OP's digital cannot be regarded as an offer or a commitment binding on OP or Third Party, unless this has been stated separately.

6 Required hardware, software and telecommunications, and Customer responsibility

The minimum technical features required for using OP's digital services are available on OP's website.

The Customer is responsible for having hardware, software and telecommunications required for use of OP's digital services and the minimum requirements that fulfil technical features. The Customer is responsible for their functionality, security and software updates as well as operating and maintenance costs. OP and the Customer are severally responsible for ensuring the adequacy of their own information systems' data security.

OP is not liable for any loss caused to the Customer by a loss or change of data in the public data network or in the Customer's data network.

7 OP's right to suspend the provision of OP's digital services or restrict their use

OP has the right to suspend or restrict the use of OP's digital services and eServices

- 1 during maintenance, servicing or repair;
- 2 during power failures or service interruptions of electronic communication means;
- 3 if the security of use of the service is in jeopardy;
- 4 if OP has a justified reason to suspect that the service is being used for any action contrary to law or in a manner that may cause loss or damage or the risk of loss or damage to OP, the Customer or a Third Party;
- 5 if the Customer or any of the Users acts contrary to law, good practice or otherwise to the corporate responsibility requirements published by OP, or is in material breach of the terms and conditions of the agreement or the service instructions;
- 6 if the Customer is filed for bankruptcy, placed in liquidation, is subject to financial restructuring or another insolvency procedure, or the Customer files for composition or is in default of payments;
- 7 if the Customer or the Customer's direct or indirect owner or another party exercising control, board member, managing director or other executive, authorised signatory, representative or User is subject to International sanctions.
- 8 the Customer does not, at OP's request, provide due diligence information on the Customer or User as required by legislation;
- 9 if OP deems it otherwise necessary, for example, for commercial reasons.

On the aforementioned grounds, OP has the right but is not under any obligation to prevent the use of OP's digital services with immediate effect and/or to require identification or confirmation of transactions using specific identification means. At the time of requesting such confirmation, the Customer is obliged to check the content of the transaction that is to be confirmed.

OP has the right to interrupt an unusual or occasional transaction. OP may require the client to separately confirm the transaction, for example, by using the Identification means or by contacting OP. Such confirmation may be requested through an SMS, for example.

OP is not obliged to inform the Customer if the use of OP's digital services or an individual eService is prevented and an individual order issued by the Customer is suspended or remains unexecuted owing to the reasons mentioned above.

OP does not guarantee in any way the uninterrupted availability of OP's digital services and shall not be held liable for any loss caused by downtime.

8 Complaints and claims regarding services

If the Customer detects an error or another problem in OP's digital services, the Customer must promptly contact OP to troubleshoot or fix the error or problem.

Any claims arising from OP's error must be presented to OP in writing and in sufficient detail immediately after the related loss was detected. However, this must be performed within three (3) months of the detection of the error or loss or no later than the date when the error or loss should have been detected, unless otherwise provided in these terms and conditions or other terms and conditions applicable to the matter. Unless such a complaint has been filed within the stipulated time mentioned above, OP shall bear no responsibility for the occurrence detected, and the Customer shall have no right to claim damages in this respect.

Complaints and claims regarding Third Parties must be presented directly to the Third Party in question.

9 OP's limitations of liability

OP is liable to compensate the Customer only for the direct loss caused by the fact that OP has acted contrary to this agreement and has thereby caused loss to the Customer. In addition, OP will refund service fees it has charged only in respect of the performance of the service that caused loss.

OP is not liable for indirect loss that may have been caused to the Customer.

The Customer using the service must take reasonable measures immediately after detecting the loss in order to mitigate their loss.

OP is not responsible for a Third Party's functions, services, products or data security problems that are caused by the fact that the Customer enables the access of the Third Party's application or software to OP's digital services. OP is not a party to any agreements between the Customer and a Third Party and accepts no responsibility for the fulfilment of such agreements and their terms and conditions and for the validity of legal acts.

10 Customer's obligation to provide information and responsibility for information provided

The Customer must inform OP of details OP has requested, such as name, business ID, postal address, phone numbers and domicile. If OP requires so, the Customer must give its representatives' specimen signature and inform of its ownership structure and its beneficial owners. The Customer must provide OP with an extract from the relevant public register if any changes occur in the matters in the public register.

When adding Users, the Customer must inform OP of the new Customer's full name, national identification number, date of birth and nationality of a foreign person and other necessary information such as the phone number and email address. The User may later update such information.

The Customer shall notify OP of any changes in the aforementioned information. The Customer must notify of changes in its or the User's contact information because, for example, OP may, if need be, use this information when verifying the authenticity of the service used by the Customer, order issued by the Customer or message sent by the Customer and when directing triggers and reminders to the relevant User.

If the aforementioned information was provided to OP in another situation, OP may use such information entered in its customer data file. OP also has the right to obtain this information from a public register. OP is under no obligation to verify or supplement the information.

The Customer is responsible for the information being accurate and up to date. OP or the Third Party processes transactions on the basis of the information provided and is under no obligation to check or complement the information. However, should the information provided by the Customer be found to be incorrect or incomplete or the information is destroyed, the Customer shall provide new information upon request.

OP shall not be held liable for any loss caused to the Customer as a result of errors or defects in the information provided by the Customer. The Customer is liable for the loss, if any, if the Customer has provided OP with incomplete or incorrect information.

11 Processing of personal data

OP handles Customers' personal data in accordance with the legislation in force and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. It is recommended that the Customer read such privacy protection information.

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

OP may store information related to customer transactions and events and record telephone conversations. Such recordings may be used for purposes specified in the Privacy Statement and the Privacy Notice.

12 Changes in the agreement, its terms and conditions, and charges and fees

OP has the right to change its range of services, the performance and content of its services and charges and fees for the use of OP's digital services and their bases.

OP shall inform the Customer of any change that reduces their rights or increases their obligations, which is not due to a legislative amendment or an official decision, in accordance with Clause 4. Said change will take effect in one month's time of the date of sending the notification to the Customer, at the earliest.

Any change in this agreement will take effect and the agreement will continue to be effective with the altered content unless the Customer terminates this agreement prior to entry into force of said change, as specified in Clause 13 herein. OP shall not charge the Customer any costs incurred by OP due to such termination.

OP notifies of other changes in OP's digital services. These changes may not increase the Customer's obligations substantially or diminish the Customer's rights substantially. Changes may also result from a legislative amendment, an official decision or changes in the direct debit or payment intermediation system. Such changes will take effect on a date indicated by OP. The agreement will continue to be effective with the altered content unless the Customer terminates it prior to entry into force of said change.

13 Entry into force, cancellation and termination of the agreement

The Customer and the Administrator have the right to cancel the agreement for with immediate effect by verifiably sending notice to OP. OP allows reasonable time to complete the cancellation of OP's digital services.

OP has the right to terminate the agreement in 30 days of sending the notice of termination.

OP has the right to cancel the Agreement with immediate effect if the Customer is in material breach of the terms and conditions of the agreement or the service is being used for any action contrary to law or in a manner that may cause harm or hazard to the Customer, OP or an external party. OP also has the right to cancel the agreement if the Customer has no valid eServices in use in OP's digital services or if the Customer's service has not been logged into for two years.

OP sends notice of termination to the Customer as a message in OP's digital services or electronically in another separately agreed manner. OP sends the Customer notice of cancellation by mail to the postal address notified by the Customer to OP or to the postal address obtained from the Business Information System or another registration authority or electronically in a separately agreed manner.

Upon termination or cancellation of the agreement, the charges and fees applicable to the service will fall due for payment immediately upon expiry of the period of notice of the agreement or the effective date of the cancellation. The termination or cancellation of the agreement ends the agreement. Following termination of the agreement, the Customer shall have no right to use the service.

14 Rights related to OP's digital services

The ownership, copyright, trademarks and other intellectual property rights of OP's digital services belong to OP or a Third Party.

The Customer may save and print out OP's material from OP's digital services for the Customer's personal use only. The copying, distribution and alteration of material, linking to websites and all commercial exploitation or publication without specific prior written authorisation from OP or any other holder of the rights are likewise prohibited.

15 Force majeure

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

OP is not liable for a loss caused by a strike, embargo, boycott or another industrial action in case OP itself too is affected by or involved in it.

A party must inform the other party without delay of any force majeure event and of its cessation. OP may do this by publishing an announcement, for example, on its website or in national daily newspapers.

16 Assignment of agreement

OP has the right to assign this agreement, including the rights and obligations based thereupon, in full or in part to a party specified by OP. The Customer has no right to assign this agreement to a third party.

17 Customer advisory service and non-judicial procedures

In questions related to this agreement and these terms and conditions, the Customer shall always primarily contact the OP company or entity with which the Customer mainly do transactions and secondarily the Service Provider. Any complaints or claims shall be submitted in writing.

If the disagreement concerns eServices used in OP's digital services, small entrepreneurs may submit the case, depending on the eService concerned, to the Finnish Financial Ombudsman Bureau (www.fine.fi) or to the Banking Complaints Board within the Bureau.

18 Regulator

The Finnish Financial Supervisory Authority oversees credit and financial institutions, fund management companies and investment firms and insurance companies belonging to OP Financial Group. Finnish Financial Supervisory Authority: Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki, www.fiva.fi

19 Applicable law and jurisdiction

The laws of Finland shall apply to this agreement, excluding the rules on conflict of laws, regardless of the country in which the service is accessed.

Any disputes that may arise from this agreement shall primarily be settled by way of negotiation. In case disputes cannot be settled by way of negotiation, they will be submitted to the Helsinki District Court.

At OP's discretion, disputes may also be submitted to a one-member Arbitral Tribunal set up by the Arbitration Institute of the Finland Chamber of Commerce. Arbitration proceedings are binding and subject to the rules and regulations issued by the abovementioned Institute. Arbitration proceedings shall take place in Helsinki, Finland.