



Effective for new agreements as of 4 April 2016.

1 Corporate eServices

Corporate eServices refer to electronic banking and insurance services provided by OP Financial Group to its corporate and institutional customers and on which a Corporate eServices Agreement is concluded.

OP's Insurance Services for corporate customers is an online non-life insurance service for authenticated corporate and institutional customers of OP Financial Group, to which specific and separate terms and conditions shall apply.

The Customer will select Transaction Services that he intends to use on Corporate eServices, but the Service Provider has the right to refuse to provide a Transaction Service or any of its features to the Customer. The Service Provider shall allow reasonable time for the implementation of Corporate eServices.

Corporate eServices can be used via various terminal equipment (e.g. a computer and a mobile phone). Transaction Services used via various terminal equipment may vary in terms of contents and functions, and differ from other services provided.

Specific contract terms and conditions and instructions shall apply to a Transaction Service used on Corporate eServices. If the terms and conditions of a Transaction Service conflict with the Corporate eServices Agreement, the Corporate eServices Agreement shall prevail.

The Customer has no right to offer the use of Corporate eServices to a Third Party (incl. Group companies), an application or service, or otherwise enable said Third Party, application or service to use Corporate eServices, or to use Corporate eServices on a Third Party's behalf unless agreed in writing in advance with the Service Provider. Should a subsidiary belonging to the Customer's group of companies and specified in the Customer Agreement have, based on the Customer Agreement, the right to use the product stipulated in the Customer Agreement on its behalf and in its own name at the Customer's risk without acting as a direct party to the Customer Agreement, said subsidiary has the right to use these products on its behalf and in its name via Transaction Services without acting as direct party to the Corporate eServices Agreement, provided that the Customer bears vicarious liability for all the actions of said subsidiary on Transaction Services and is liable to the Service Provider for any losses and expenses that may arise from such actions.

2 Definitions

The terminology in clause 2 is used in the Corporate eServices Agreement and is defined as follows:

Agreement Administrator

Each natural person, authorised by the Customer, who has the right to alone represent the Customer in any matters related to the Corporate eServices Agreement and Corporate eServices within the framework of Rights of Access belonging to the Agreement Administrator.

Appendix to Corporate eServices

Each document (such as the list of service charges and fees or instructions/description regarding a specific Transaction Service) appended to (i) the Corporate eServices Agreement and/or (ii) a document/file named as an appendix to Corporate eServices made available to the Customer from OP Financial Group branches or on Corporate eServices. The latest appendix placed within Corporate eServices shall always be regarded as being primarily applicable. If the Customer adopts a new Transaction Service, any appendices thereto available to the Customer will be appended to the Corporate eServices Agreement and be binding on the Customer in the form effective at any given time.

Authorised User

Each Agreement Administrator, Transaction Service Administrator and User.

Corporate eServices Agreement

An agreement between the Service Provider and the Customer, which consists of (i) the Corporate eServices Agreement (ii) the General Terms and Conditions of Corporate eServices and (iii) Appendices to Corporate eServices. When we refer to the Corporate eServices Agreement, we refer to a set of agreements based on all of the elements of the aforementioned agreement. The terms and conditions shall apply only to the online use of Transaction Services.

Corporate eServices

See clause 1 above (Corporate eServices).

Customer

A business or legal person that is the Service Provider's customer and signs the Corporate eServices Agreement, thereby acting as the other party to said Agreement.

Customer Agreement

The product- and service-specific terms and conditions (such as account, credit, trading, limit and general agreements, as well as other similar agreements) related to each Transaction Service, which will be applied to the product and service itself, irrespective of whether it is used on Corporate eServices or not. The Customer Agreement is not part of the Corporate eServices Agreement or an appendix thereto.

General Terms and Conditions of Corporate eServices

The General Terms and Conditions of Corporate eServices that are available to the Customer on Corporate eServices and from OP Financial Group's branches. The latest, applicable terms and conditions can be found on Corporate eServices.

OP Financial Group

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

Other Service Provider

An OP Financial Group company or institution which provides Transaction Services for Corporate eServices.

Right of Access

Rights of use given to Authorised Users to access Corporate eServices and/or relating to the Corporate eServices Agreement, in accordance with the Corporate eServices Agreement and Corporate eServices.

Service Provider

An OP Financial Group company or institution with which the Customer has concluded a Corporate eServices Agreement and which thereby acts as the other party to said Agreement.



Supplier

A Finnish or foreign company, entity or private person whose products and services may be used by the Service Provider in the implementation and provision of Corporate eServices and an individual Transaction Service for the Customer.

Third Party

A party other than the Customer or an OP Financial Group company or institution.

Transaction Service Administrator

Each natural person, authorised by the Customer or the Agreement Administrator, who has the right to alone represent the Customer to the Transaction Service Administrator within the framework of the Access Rights included in the Corporate eServices Agreement and only for the Transaction Service whose authorised Administrator he is.

Transaction Service

One or several electronic banking or insurance services or some other electronic service provided by the Service Provider on Corporate eServices at any given time.

User

A natural person, authorised by the Customer, the Agreement Administrator or the Transaction Service Administrator, who has the right to alone or jointly with another Authorised User use the agreed Transaction Service on behalf and in the name of the Customer.

3 Access rights

The Customer has no right to appoint an unsuitable person to act as a User without prior written permission from the Service Provider. 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 dis-trait, appointment of a legal guardian or restricted legal capacity.

The Customer represents and warrants that, in accordance with his best understanding and following investigations that can be reasonably required, appointed Users with a Finnish personal identity code are suitable to act as Users.

The Customer is considered to repeat this affirmation each time he appoints a new User as referred to in this section.

On behalf and in the name of the Customer, the Agreement Administrator has the right to:

- a) change, terminate and cancel the Corporate eService Agreement or an individual part thereof, in accordance with the effective terms and conditions, and verifiably receive notice of such termination, cancellation or change from the Service Provider;
- b) add and remove Transaction Services;
- c) appoint persons to act as Transaction Service Administrators and Users and remove such persons;
- d) change the Rights of Access of a Transaction Service Administrator and a User; and
- e) see transactions done by other Authorised Users on the Transaction Service.

Authorisation of the Agreement Administrator is established when the Customer signs the Corporate eServices Agreement in which he appoints one or more Agreement Administrators. The Customer shall notify the Service Provider of any changes in the Agreement Administrator using an Appendix to the Corporate eServices Agreement.

On behalf and in the name of the Customer, the Transaction Service Administrator has the right to:

- a) appoint Users for Transaction Services whose Administrator he is; and
- b) use such a Transaction Service.

Authorisation of the Transaction Service Administrator is established when the Customer signs the Corporate eServices Agreement in which he appoints one or more Transaction Service Administrators,

or when the Agreement Administrator appoints one or more Transaction Service Administrators on Corporate eServices or at an OP Financial Group branch.

On behalf and in the name of the Customer, the User has the right to use the Transaction Service whose authorised User he is.

Authorisation of the User for a Transaction Service is established when the Customer, the Agreement Administrator or the Transaction Service Administrator appoints said User on Corporate eServices or at an OP Financial Group branch.

The Rights of Access are valid until further notice. The Customer is responsible for cancelling any unnecessary Rights of Access without delay. The Service Provider has no obligation to monitor changes in the Customer's representatives using a public register.

The Service Provider has the right to reject any appointed Authorised Users and later cancel issued Rights of Access. The Service Provider shall promptly notify the Customer of rejecting appointment of a User or cancelling the Rights of Access of said User.

Rights of Access issued, any changes therein and cancellations will take effect as soon as the Customer has made an entry related thereto on Corporate eServices, or the Service Provider has received a written notification of said change in Rights of Access and has had reasonable time to enter said information in its systems.

Prior to the adoption of Corporate eServices, Authorised Users shall thoroughly familiarise themselves with Corporate eServices and the features of the Transaction Service to be used, service descriptions and the terms and conditions. The Customer shall ensure that Authorised Users (i) familiarise themselves with the aforementioned matters, (ii) are aware of the Terms and Conditions of the Corporate eServices Agreement relevant to the use of Corporate eServices and Transaction Services and (iii) follow these terms and conditions.

4 Identification of Authorised Users and Use of Identifiers

The Service Provider will identify Authorised Users electronically during login to Corporate eServices, based on identifiers approved by the Service Provider. Use of identifiers is equivalent to the verification of an Authorised User's identity from an official document proving a person's identity. The list of electronic identifiers approved by the Service Provider is available on OP Financial Group's website.

Identifiers enable Authorised Users, for example, to sign electronic commitments, agreements, applications, orders and messages on behalf and in the name of the Customer. The Customer is bound by and responsible for any acts concluded by Authorised Users using identifiers approved by the Service Provider within the limits of and during the validity of Rights of Access.

The General Terms and Conditions of Corporate eServices cannot be applied to alter specific terms and conditions regarding the personal identifiers of the Authorised User or the requirements according to which the Authorised Users are responsible for notifying the issuer of the identifiers without delay in case their personal identifiers disappear or fall into the hands of an unauthorised party.

The Customer's responsibility for a legal act concluded using identifiers will cease when (i) a notification of the loss of identifiers or their falling into the hands of an unauthorised party has been made to the issuer of the identifiers, in accordance with a specific agreement on the identifiers and the related terms and conditions, or (ii) the Customer has cancelled the related Rights of Access.

5 Information provided to Service Provider and Customer's responsibility for such information

The Customer must provide the Service Provider with its name, business ID, postal address, telephone number, domicile data and, if required by the Service Provider or the Other Service Provider, provide its representatives' specimen signatures. The Customer must also give the name of the User it has appointed, his personal ID, workplace address, email address and telephone number. The Customer is responsible for the accuracy and completeness of the information it has provided and is liable for any loss that may be caused by the Customer having provided the Service Provider with



incomplete or incorrect information. The Service Provider or the Other Service Provider is under no obligation to verify or supplement the information provided.

The Customer shall notify the Service Provider of any changes in the aforementioned information. The Service Provider or the Other Service Provider also has the right to obtain such information from a public register.

The Customer is under an obligation to ensure that the User lets the Service provider know his mobile number if he has Rights of Access to the Transaction Service

- within which limits orders can be made whose accuracy the Service Provider wants to verify, for example, via an SMS
- to which triggers or reminders sent to the User by the Service Provider are related.

The Customer must notify of changes in its or the User's contact information in order for the Service Provider or the Other Service Provider to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the Customer and to direct triggers and reminders to the relevant person.

The Customer must provide the Service Provider with an extract from the relevant public register in case any changes occur in matters in the public register.

If the aforementioned information was already provided earlier to the Service Provider or the Other Service Provider, the Service Provider may use such information entered in its customer register.

The Customer is responsible for the accuracy of information and orders he has given on Corporate eServices and for correcting them, and the Service Provider is not responsible for checking, supplementing or otherwise changing them. The Service Provider has the right not to execute the Customer's transaction or order if said transaction or order cannot be executed due to an error or defect related thereto.

6 Customer and transaction data and disclosure of such data

The Service Provider and the Other Service Provider process and archive electronically information related to the agreements concluded, orders made and authentication data used by the Customer on Corporate eServices as well as messages sent by the Customer and other forms of Customer transactions within the limits permitted by law. Unless otherwise proved, information stored in the Service Provider's information system are regarded as reliable proof of Customer transactions and orders.

The Service Provider and the Other Service Provider will record telephone conversations with the Customer and use recorded telephone conversations to verify orders, improve customer service and manage risks, and as proof in the settlement of any disputes that may arise. The Service Provider and the Other Service Provider process information on agreements made electronically and on electronic transactions for the purpose of customer relationship management, marketing and risk management, and in order to ensure data security and enhance Corporate eServices' quality and other business.

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

The Service Provider has also the right to disclose information on the Customer to the Supplier, which may include registration of Customer transactions and orders within said party's information systems, but only to the extent that is, at the Service Provider's discretion, necessary for the provision of Corporate eServices to the Customer. In addition, such disclosure requires that the Supplier be subject to the same confidentiality obligation as the Service Provider.

When concluding the Corporate eServices Agreement and adding a User, the Service Provider may check the Customer's and the User's credit history available from the credit data register maintained by a credit reference agency (such as Suomen Asiakastieto Oy).

7 Payment transaction services, and services for sending and receiving eBills/invoices

OP Financial Group's General Terms and Conditions for Payment Transaction Services shall apply to these services.

8 Investor Services

Investor Services are subject to the terms and conditions governing securities custody and to an investment management agreement or another agreement on securities brokerage insofar as they do not conflict with the Corporate eServices Agreement.

If the Customer has concluded a securities custody agreement and an investment management agreement or another agreement on securities custody, the Customer will have the opportunity make sell, buy and subscription orders for securities and receive information on its securities in custody and the book-entry account. Corporate eServices enable trading in securities only in book-entry form. Corporate eServices may not be used for buying or selling physical securities.

A complaint about the Investor Services must be filed with the Service Provider without delay (contrary to clause 16 below), or no later than one (1) month of the date when the Customer received information on the transaction related to the order. The Customer is responsible for the accuracy of information on its orders, such as information on book-entry securities related to the order and their type, quantity, limit price, effective dates, and on the cash account in use. In addition, the Customer is responsible for the delivery of its order. If the Customer, after making an order, discovers that it has made an error which it cannot correct, the Customer shall immediately contact the Service Provider or call OP Telephone Service, tel. 010 253 1333.

Charges based on orders shall be debited from an account specified in the securities custody agreement, investment management agreement or another agreement on securities brokerage. The related payment must be available to the account-holding bank by the time of payment specified in the market regulations, unless otherwise agreed upon between the parties. The Customer is liable for any loss that the delay of payment may cause to the account-holding bank.

Information on the sale or buy order execution shall be delivered to the Customer via Corporate eServices. Information on executed orders may also be delivered to the Customer in any other manner agreed separately with the Customer.

For orders made via Corporate eServices, the Service Provider is not obliged to assess whether a service or security is appropriate for the Customer if executing or transmitting the order is based on the Customer's own initiative or if the service pertains to non-complex financial instruments referred to in the applicable law.

When providing investment service, the Service Provider has the right to provide the Customer with information (such as Information for Investors) referred to in the applicable law and within the scope of disclosure requirements, and notify of any substantial change in such information via Corporate eServices.

The Service Provider or a trading venue has the right to cancel or annul a bid, offer or stock exchange transaction performed by the Customer if the bid/offer or transaction is obviously invalid or against the market rules, or cancellation is necessary to avoid credit risk or for another cogent reason. The Customer shall promptly be informed in writing of such an action and its grounds as a message on Corporate eServices or in another manner deemed appropriate by the Service Provider.

The Service Provider may set a maximum or minimum limit for orders delivered via the services, which may also be set on a customer-specific basis. The Service Provider has the right to restrict trade performed via Corporate eServices or discontinue it altogether if the proper execution of orders could be at risk.

As soon as the Customer has confirmed on Corporate eServices that he has carefully read information related to a security, other financial instrument or the performance of other service or to the



Service Provider, 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 Customer.

The Customer shall agree to it that the brokerage firm, a company within the same Group, an institution or foundation controlled by it or their pension fund or pension foundation may be another party to the transaction executed on the basis of an order. The Customer shall also agree to it that the Service Provider and the brokerage firm used by the Service Provider may provide each other with information required for executing the order.

Securities investment services and other investment services will not be offered to any person residing in the USA and to companies and institutions conducting their business from the USA.

The Customer undertakes to conform to the EU regulation of the European Parliament and of the Council on short selling and certain aspects of credit default swaps (no. 236/2012) and related regulations. The Service Provider is not obliged to supervise compliance with the short-selling regulations.

9 Information services

Corporate eServices offer information services provided by the Service Provider, the Other Service Provider and Third Parties, such as information on capital markets and the Service Provider's services.

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

10 Service Provider's right to suspend the use of Corporate eServices or an individual transaction

The Service Provider has the right but is under no obligation to suspend the use of Corporate eServices or restrict access thereto:

- a) during software updates, maintenance or servicing and repair;
- b) during power failures and service downtime of electronic communication means;
- c) if the Customer or the Customer's hardware, software or data communication connections cause disruption or jeopardise the security of Corporate eServices;
- d) to protect Customers and Users from data security or other security threats;
- e) if the Service Provider has a justified reason to suspect that Corporate eServices are 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 the Service Provider, Customer or a Third Party;
- f) if the Customer or any of the Authorised Users acts contrary to law or good practice, or is in material breach of the Terms and Conditions of the Corporate eServices Agreement or instructions related to Corporate eServices issued by the Service Provider;
- g) if the Customer is placed in bankruptcy or liquidation, is subject to financial restructuring or another insolvency procedure, or the Customer files for composition or is in default of payments.

On the aforementioned grounds (c)–(f), the Service Provider has the right to require authentication or confirmation of transactions using a specific authentication credential. At the time of requesting such confirmation, the Customer is obliged to check the content of the transaction that is to be confirmed.

The Service Provider has the right to suspend an unusual or infrequent transaction and to require a separate confirmation for said transaction, for example, via text message. Such confirmation shall be performed using User Identifiers, a certificate or authentication credential provided by a Third party, or by contacting the Service Provider.

The Service Provider is not obliged to inform the Customer if the use of Corporate eServices or an individual Transaction Service is prevented and an individual order issued by the Customer is suspended or remains unexecuted owing to the reasons mentioned above.

The Service Provider will endeavour, but will be under no obligation, to notify in advance of suspensions of which it is aware, within a reasonable time prior to said suspension.

During a service downtime, the Customer can use banking and insurance services in any alternative manners and otherwise do transactions at OP Financial Group's branches during their opening hours.

11 Notifications

The Service Provider has the right to send the Customer electronically on Corporate eServices all notifications related to, and as specified in the terms and conditions of, the Corporate eServices Agreement, Corporate eServices and Transaction Services (such as notices, offers, replies, confirmations, information on payment transactions and other messages subject to banking and insurance secrets). The Customer is regarded as having received an electronic message sent by the Service Provider at the time when the Agreement Administrator logs into Corporate eServices, or on the seventh calendar (7) day at the latest after the Service Provider delivered said message to Corporate eServices.

In case the Service Provider wishes to confirm a transaction executed by the User via SMS, in accordance with Clause 10 above, it shall send such confirmation to a domestic or foreign mobile number personally given by the User.

12 Service charges and fees

The Service Provider has the right to collect charges and fees for the use of Corporate eServices, as quoted on the list of service charges and fees valid from time to time and/or as separately agreed with the Customer. The Service Provider has the right to directly debit the account agreed with Customer these charges and fees. The list of service charges and fees is available from the Service Provider's branches.

13 Intellectual property rights

Title, copyrights, trademark rights and all other intellectual property rights to any material, text, images, software and other elements and content included in, and available through, Corporate eServices belong to the Service Provider and/or another OP Financial Group institution and/or a Third Party unless specifically otherwise agreed in writing. The Customer has the right to use Corporate eServices only in its own operations during the term of the Corporate eServices Agreement and in accordance with its stipulations and restrictions. The Customer has no right to assign or sub-licence the rights under the Corporate eServices Agreement to a Third Party.

Copying, recording or other reproduction, alteration, modification, transfer, distribution, republication, other use or utilisation of any part or all of the content of Corporate eServices in any form other than separately agreed in writing in advance with the Service Provider is prohibited.

14 Responsibility for hardware, software, data communication connections and data security

The Customer is responsible for his hardware, software, data communication connections and the appropriate organisation of the data security of his information system, as required for the use of Corporate eServices. The Customer is responsible for their purchase, performance and security and operating and maintenance costs. The Customer is responsible for Corporate eServices' compatibility with the hardware, software, settings, systems or user interfaces acquired by the Customer.

The Service Provider is not liable for any loss caused by lost or flawed information on a public data network or on a network owned, managed or used by the Customer under the contract.

The Service Provider is responsible for the appropriate organisation of the data security of its information system. Notwithstanding the above, disruptions, errors, viruses or other harmful components may occur on Corporate eServices, and the Service Provider is not liable for them.



The Service Provider has no obligation to provide the Customer with technical support or maintenance services, unless otherwise agreed.

15 Limitations of liability

The Party to the Corporate eServices Agreement and Other Service Provider shall not be held liable for (i) any indirect or consequential loss under any circumstances, such as loss of income or loss of profit not received, or for any similar loss unless otherwise agreed, nor shall they be held liable for (ii) any damage or loss caused by an unforeseeable force majeure event or by impairment or prevention of the Party's operations due to a similar cause which is beyond the Parties' control and which the Party could not have avoided by exercise of all due care and which could not have been reasonably taken into account.

Limitations of liability referred to in ((a)-(f)) below shall apply to the Service Provider and Other Service Provider, and the Service Provider and Other Service Provider are not liable for any loss or damage caused under said circumstances:

- a) Information available on Corporate eServices does not contain counselling. Information is available only for the Customer's independent decision-making purposes and does not under any circumstances constitute an offer to sell or solicitation to buy or any recommendation to buy or sell. Neither is the information contained on Corporate eServices under any circumstances an offer or a commitment binding on the Service Provider or Other Service Provider unless otherwise agreed.
Information provided through information services is delivered on an "as is" basis and without commitments. The information services are based on public sources and information which the Service Provider deems reliable. Nevertheless, this does not imply that the provided information is always complete or accurate. The Service Provider is not responsible for the accuracy or reliability of the information provided through the services or any loss that the use of the information services may cause;
- b) The Service Provider or Other Service Provider is not responsible for the suitability of Corporate eServices for use by the Customer or for a specific purpose of the Customer;
- c) In no respect shall the Service Provider or Other Service Provider be responsible for a Third Party's action or the content or performance of the information, products and services offered by the Third Party. The Service Provider is not a party to agreements between the Customer and a Third Party and is not responsible for the fulfilment of the obligations included in these agreements and the terms and conditions thereof;
- d) Due to technical reasons, the Customer's view on Corporate eServices may differ from the Corporate eServices' view produced by the Service Provider, in terms of functionality and content. The Service Provider or Other Service Provider is not responsible for these differences but shall undertake to use secure technology and procedures, in accordance with good practice, aimed at avoiding any such differences;
- e) The Service Provider and Other Service Provider shall endeavour to guarantee trouble-free performance of Corporate eServices but are not responsible for any disruptions related to Corporate eServices and for any interruptions due to installation work, maintenance and repair, technical faults or the prevention of disruptions threatening the security of Corporate eServices; and
- f) The content published on Corporate eServices (such as texts, files, images, audio files, animations, counters, functionalities, components, links and any other information that may have been stored) shall be delivered without guarantee of their correctness or functionality, and consequently the Service Provider or Other Service Provider is not responsible for any technical errors within Corporate eServices.

Limitations of liability mentioned herein shall not apply to losses caused intentionally or through gross negligence, or to losses caused by action in violation of the terms and conditions under clause 13 (Intellectual property rights) above and clause 17 (Non-disclosure clause) below.

16 Notices

If the Customer has detected an error or problem related to the use of Corporate eServices, he must contact the Service Provider to solve the problem or correct the error. In spite of the error or problem situation, the Customer will have access to other OP Financial Group's service channels.

Notices and complaints regarding Corporate eServices shall be sent in writing and duly itemised to the Service Provider as soon as an error or loss/damage has been detected, or no later than three (3) weeks of the date of said detection. Unless said notice has been given within the stipulated time mentioned above, the Service Provider shall have no responsibility for the occurrence detected and the Customer shall have no right to claim damages in this respect.

17 Non-disclosure clause

The Customer agrees to keep any confidential information related to Corporate eServices (such as information subject to bank and insurance secrecy, business and trade secrets, and information related to the Supplier) strictly confidential and not to disclose it to a Third Party and not to use it for a purpose other than that agreed with the Service Provider, unless the information concerns the Customer himself or information which the Customer must reveal or disclose by virtue of mandatory laws or a court order.

18 Alteration of the Terms and Conditions, Corporate eServices and service charges and fees

The Service Provider shall inform of any changes in the Corporate eServices Agreement, the content of Corporate eServices and specifications set for hardware, information systems and data communication connections required for use of the services, as well as services charges and fees, as specified in clause 11 (Notifications) above.

Changes which reduce the Customer's rights or increase the Customer's obligations or are not due to a legislative amendment or a decision made by an authority will take effect no earlier than within one month of the date of the notification under clause 11 (Notifications) above.

Other changes which do not substantially increase the Customer's obligations or substantially reduce the Customer's rights or are due to a legislative amendment or a decision made by an authority will take effect on the date notified by the Service Provider.

Changes or increases in charges based on the Service Provider's list of service charges and fees or an inclusion of a charge or fee in this Agreement that was not included in the list of service charges and fees on the date of signing the Agreement will take effect no earlier than within one month of the date of the notification under clause 11 (Notifications).

The Agreement will continue to be effective with the altered content unless the Customer informs the Service Provider in writing by the effective date of said alteration that he disagrees with the alteration. If the Customer does not approve said alteration, the Customer and the Service Provider have the right to cancel this Agreement in accordance with clause 19 (Term and termination of the Agreement) below. The Service Provider shall not charge the Customer any costs incurred by the Service Provider due to such cancellation.

19 Term and termination of the Agreement

The Corporate eServices Agreement will take effect upon signing by both Parties. The Corporate eServices Agreement made on Corporate eServices or otherwise via the network will take effect upon the Service Provider's approval of the application submitted by the Customer. The Service Provider shall inform the Customer separately of approval of the application. The Service Provider allows reasonable time to activate Corporate eServices for the Customer.

The Corporate eServices Agreement may be concluded in Finnish or English.

The Service Provider has the right to require that a decision made by the Customer's competent body on conclusion of the Corporate eServices Agreement be sent to the Service Provider.



The Corporate eServices Agreement will be effective until further notice.

The Customer or the Agreement Administrator may each severally at any time cancel the Corporate eServices Agreement with immediate effect by notifying the Service Provider thereof in writing. The Service Provider allows reasonable time to close Corporate eServices.

The Service Provider may terminate the Corporate eServices Agreement applying a one-month notice period from the date of termination. The Service Provider has the right to discontinue an individual Transaction Service on Corporate eServices or make such a Service unavailable to the Customer by notifying the Customer thereof no later than 14 calendar days prior to the end of the use of the Transaction Service.

The Service Provider has the right to cancel the Corporate eServices Agreement with immediate effect if the Customer is in material breach of the terms and conditions of the Corporate eServices Agreement, Corporate eServices has been suspended, in accordance with clause 10 above (Service Provider's right to suspend the use of Corporate eServices or an individual transaction) for a reason attributable to the Customer, or if the Customer takes up permanent residence abroad. The Service Provider has the right to send a notice regarding the termination, cancellation or discontinuance of the Transaction Service in writing or electronically in a manner separately agreed.

The Customer shall be held responsible for any transactions he executes and orders he issues on Corporate eServices prior to the termination of the Corporate eServices Agreement after the termination of the Corporate eServices Agreement. The Service Provider has the right to complete any issued orders prior to the termination of the Corporate eServices Agreement and charge the resulting fees based on the list of service charges and fees or agreed separately unless the orders have not been separately cancelled under the terms and conditions of each Transaction Service, or otherwise agreed.

20 Other terms and conditions

The Parties to the Corporate eServices Agreement have no right to assign the Agreement to a Third Party. The Service Provider has the right to assign the Corporate eServices Agreement including all of its rights and obligations to another company or institution belonging to OP Financial Group.

Either Party to the Corporate eServices Agreement is responsible for any loss or damage caused to the other Party by breach of the Corporate eServices Agreement, in accordance with the terms and conditions of the Corporate eServices Agreement and in view of the limitations of liability mentioned therein.

If any of the clauses under the Corporate eServices Agreement is deemed invalid or null and void, the Agreement as such shall remain effective in other respects.

The fact that the Service Provider neglects to invoke a circumstance as per the Corporate eServices Agreement or the other Party's act or omission is not regarded as waiving the rights under the Agreement.

21 Applicable law, jurisdiction and regulator

The laws of Finland shall apply to the Corporate eServices Agreement and Corporate eServices, with the exception of the connecting factor rules, regardless of the country in which the service is accessed.

Any disputes that may arise from this Agreement shall be submitted to the Helsinki District Court. At the Service Provider's discretion, disputes may also be submitted to a one-member Arbitral Tribunal set up by the Arbitration Institute of the Central 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.

The Finnish Financial Supervisory Authority is the regulator of the credit and financial institutions, insurance companies, fund management companies and investment firms belonging to OP Financial Group. The regulator's contact information is as follows:
Finanssivalvonta/Financial Supervisory Authority, P.O Box 103,
FI-00101 Helsinki; www.fiva.fi.