

1. Definitions

As used in these general terms and conditions, the following words and terms (including other grammatical forms and the like) shall be deemed to have the meaning set forth below

Account is the Customer's account with the Bank which shall be debited the Deposited Amount and which is stated in the Confirmation.

Bank is a Nordic branch of Nordea Bank Abp, i.e. a branch in Denmark, Norway or Sweden..

Banking Day is a day on which the Bank is open for business to the extent required to execute a transaction.

Confirmation is a document in which the transaction specific details of an OTC MM Deposit is specified.

Customer is a legal entity which has entered into an OTC MM Deposit with the Bank.

Deposited Amount is the amount the parties have agreed to be deposited in the OTC MM Deposit.

Interest Amount is the interest amount calculated in accordance with clause 4 below.

Internet Bank the Bank's Internet bank or mobile bank or an equivalent Internet service agreed between the Bank and the Customer, such as e-Markets.

Maturity Date is the date on which the OTC MM Deposit ends, at maturity.

Nordea Group is Nordea Bank Abp, (registration number 2858394-9, Helsinki) including branches, and all companies owned and/or controlled directly or indirectly by Nordea Bank Abp at any given time.

Nordea Webpages means Nordea Group's official webpage and/or the relevant Bank's local official webpage(s).

OTC MM Deposit is an agreement whereby a Customer lends money to the Bank at a specified rate for a specified period of time, usually not longer than one year.

The Bank may from time to time offer ordinary OTC MM Deposit and OTC MM Deposit with Climate Focus. OTC MM Deposit with Climate Focus is an OTC MM Deposit where additionally the terms in clause 3 apply and that is usually not shorter than 31 days and not longer than 180 days. The OTC MM Deposit and OTC MM Deposit with Climate Focus are not subject to any placement on a bank account.

Period is the period of time from the Start Date to the Maturity Date, inclusive.

Sanctions Provision are economic, trade, or financial provisions, or prohibitions or restrictive measures which the Bank takes into consideration in its operations, and which are administered or issued by national public authorities, including the OFAC (Office of Foreign Assets Control) or international bodies such as the EU or UN.

Start Date is the date agreed between the parties and as subsequently set out in the Confirmation.

2. Applicability and OTC MM Deposit procedure

For the OTC MM Deposit and the OTC MM Deposit with Climate Focus, the specific terms and conditions set out in the Confirmation and these general terms and conditions apply and prevail in the order stated. By entering into an agreement with the Bank regarding an OTC MM Deposit/OTC MM Deposit with Climate Focus, the Customer acknowledges and agrees to be bound by these general terms and conditions in the format provided on Nordea Webpages at the Start Date.

An agreement to enter into an OTC MM Deposit is usually made verbally. The parties accept and understand that in such case, the agreement is entered into at the time of the verbal agreement and not at the time when a Confirmation is sent to the Customer. On the Start Date, the Deposited Amount will be debited the Account unless otherwise agreed. The Customer shall ensure there is sufficient coverage available on the Account.

As a confirmation of the agreement, the Bank provides the Customer with a Confirmation which contains information on the currency, Deposited Amount, Account, interest rate, Interest Amount, Maturity Date and other agreed terms. The Customer agrees that the Bank may provide Confirmations via e-mail or other electronic communication channel as may have been separately agreed between the parties.

The Customer can view its OTC MM Deposit in e-Markets, the Bank's electronic portal for financial markets services, if such service has been agreed between the parties.

On the Maturity Date, the Bank will repay the Deposited Amount and the Interest Amount to the Account, (or as otherwise agreed) at the time on the Maturity Date that follows the prevailing market practice.

The OTC MM Deposit is available in the different currencies offered from time to time, although the deposited currency and repaid currency will correspond.

3. OTC MM Deposit with Climate Focus

For an OTC MM Deposit with Climate Focus it is the Bank's intention to use an equivalent amount to the Deposited Amount to directly or indirectly finance or refinance assets or projects in accordance with the "Nordea Green Funding Framework", applicable at each time and available at Nordea Webpages.

Even though the Bank's intention to use a corresponding amount to directly or indirectly finance such assets or projects, no assurance is given by the Bank that the amount will be used in this way or that this will be done within a certain time frame.

A failure to use the funds in this way will not give rise to any claim towards the Bank or constitute any breach of contract or give the Customer the right to request termination of the relevant OTC MM Deposit with Climate Focus. In addition, there can be no guarantee that the funds will achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated and the Bank will generally not inform the Customer of how the Deposited Amount has been used.

The Customer may not use the Nordea brand or reference the OTC MM Deposit with Climate Focus in any marketing material or other similar communication without the Bank's prior written consent.

4. Interest

Interest on the Deposited Amount is payable at a fixed interest rate, the "interest rate". The interest rate is set by the Bank and notification thereof is given to the Customer at the time of the verbal agreement and is stipulated in the Confirmation. Interest on the Deposited Amount is payable as of the Start Date until the Maturity Date, inclusive. Interest on the OTC MM Deposit is calculated on the actual number of days per month and based on a year consisting of 360 days. For some foreign currencies, the interest day base is 365 days. "Interest day base" means the number of days one year shall be considered to include when calculating interest.

5. Premature termination of the OTC MM Deposit

5.1 Agreed premature termination

No part of the Deposited Amount may be withdrawn by the Customer before the Maturity Date. On request of the Customer and at the Bank's sole discretion, the OTC MM Deposit can be prematurely terminated. Such a request must pertain to the entire Deposited Amount. Upon an agreed premature termination, the

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valuation procedure in clause 5.3 will apply.

5.2 Premature termination due to default

Each of the following shall constitute an event of default allowing the Bank to terminate all OTC MM Deposits in accordance with the provision below:

- the Customer has committed a material breach of contract, failed to comply with these general terms and conditions, or separate terms and conditions, or other instructions or agreements applicable to the OTC MM Deposit;
- the Customer does not reply to the Bank's questions or otherwise fails to assist the Bank in regularly achieving know your customer knowledge;
- the Bank is unable to fulfil its obligations according to money laundering regulations or other applicable legislation;
- the Bank suspects that the OTC MM Deposit will be used for criminal activities or otherwise used in violation of applicable legislation or Sanctions Provisions or that the use of the OTC MM Deposit contributes to the Bank violating, or that it might violate, applicable legislation or Sanctions Provision;
- the Bank has cause to assume that the Customer has otherwise acted, or will act, in a manner which may cause damage to the Bank or to a third party;
- the Customer, a person acting on behalf of the Customer, or an owner or owner group, directly or indirectly, becomes subject to Sanctions Provisions; and
- one or more Deposited Amounts (or any parts thereof) is subject to executive measures or other similar compulsory measure.

If an event of default has occurred with respect to the Customer, the Bank may, by giving notice to the Customer, accelerate all obligations under this agreement and demand final settlement of such obligations by close-out netting with the effect that the accelerated obligations shall be replaced by a single net claim (the "Close-out Amount") in the calculation of which the bank may have regard to the valuation procedure set out in clause 5.3. The Bank shall in such case choose the currency in which the Close-out Amount is to be calculated.

5.3 Valuation upon termination

Irrespective of the reason for termination, if an OTC MM Deposit is prematurely terminated: (i) the Bank shall account to the Customer for accrued interest for the period of time for which that OTC MM Deposit was in place until the time of termination; and (ii) the Customer shall account to the Bank for a premature redemption cost (if any) calculated on the Deposited Amount and based on the difference between (a) the originally agreed interest rate for that OTC MM Deposit applied for a period beginning on the termination date of that OTC MM Deposit and ending on the originally agreed Maturity Date of that OTC MM Deposit and (b) interest rate available to the Bank in the market at the time of termination of that OTC MM Deposit for a period of time beginning on the termination date of that OTC MM Deposit and ending on the originally agreed Maturity Date of that OTC MM Deposit.

6. Set-off

The Bank may at any time set off any amounts owing between the parties under this agreement (including, for the avoidance of doubt, any Close-out Amount) against any other amounts (whether or not arising under this agreement, matured or contingent and irrespective of the currency) owing between the parties.

7. Reporting

Reporting of an OTC MM Deposit is made through e-Markets in the manner, and with the frequency, set forth in the e-Markets terms and conditions provided that such agreement has been entered into between the parties. Upon the Customer's express request and in exchange for a fee, information regarding OTC MM Deposit can be obtained through written statements.

8. Information, documentation, etc. which must be provided to the Bank

The Customer shall ensure that the Bank has relevant information at all times regarding the name, address (including e-mail addresses) and telephone number of the Customer as well as any relevant authorization documents (certificate of registration, power of attorney, etc.) regarding the right to represent the Customer.

Information regarding changes must immediately be submitted to the Bank in writing. In the event the Customer wishes to use an address different than the address set out in the official companies register, notice of such must be provided to the Bank in writing.

The Customer is obligated to immediately notify the Bank, and at the request of the Bank, send notice by letter or otherwise as instructed by the Bank: (a) regarding any change of name or address or other changes in information regarding the OTC MM Deposit; (b) regarding events or circumstances which might entail that the OTC MM Deposit becomes unlawful; or (c) where the Customer learns, or has cause to suspect, that the use of the OTC MM Deposit or funds on the OTC MM Deposit contravenes Sanctions Provisions.

In addition, the Customer is obligated to provide information which the Bank requests in order to be able to perform its legal obligations, for example information for "know your customer" purposes, such as documentation which confirms the identity of representatives and information regarding use of the OTC MM Deposit, and the source and ultimate recipient of funds of the OTC MM Deposit. Where such information is requested, it shall be sent by letter or otherwise as instructed by the Bank. The Customer is also obligated to continuously inform the Bank of any significant changes in the information previously provided for "know your customer" purposes, for example changes in ownership. The Customer shall ensure that the Bank, following a reasonable request, receives information which the Customer has obtained for "know your customer" purposes. Such information shall be provided as instructed by the Bank.

9. Complaints

If the Customer wishes to bring a complaint against the Bank, it must send a notice by letter to the relevant Bank, specifying the nature of the fault or omission. The notice must be submitted to the relevant Bank as soon as the Customer discovers the fault or omission, however, no later than two (2) months from the time when the fault or omission arose.

10. Notices etc.

Information and notices provided by the Bank to the Customer pursuant to an OTC MM Deposit may be provided in accordance with the provisions of the section set forth below.

Letters which the Bank sends to the Customer shall be deemed to have reached the Customer not later than the fifth calendar day after the date of dispatch, provided the letter has been sent to the address stated to the Bank or which is otherwise known to the Bank.

For Customer who have Internet Bank, other Internet banking or Internet services, the Bank may provide information and notices via such channels. The Customer shall always be deemed to have received the information and the notice which the Bank provides in this matter at the time it is made available by the Bank. A notice sent by e-mail, fax or delivered personally is deemed to have been received when it was sent (for e-mail or fax) or delivered (for personal delivery).

11. Use of e-mail

The Customer is aware that e-mail, sent via internet or otherwise, is generally not a secure form of communication as unauthorised third parties may get access to e-mail and may read, change or stop it and as it is not possible to identify the sender. The Customer consents to the use of e-mail as a way for the Bank to

communicate with the Customer for all purposes. The Bank is entitled to communicate with the Customer by e-mail to the Customer's e-mail address notified to the Bank. The Bank shall not be responsible for any loss or damage suffered by the Customer as a result of use of e-mail.

12. Assignment

The Customer may not assign or pledge any of its rights or transfer any of its obligations under an OTC MM Deposit without written consent from the Bank. The Bank may in whole or in part assign and transfer its rights and obligations to another company within the Nordea Group.

13. Limitation of liability and indemnity

The Bank is not responsible for any loss or damage incurred by the Customer in the absence of negligence or willful misconduct. Under no circumstances will the Bank be responsible for any indirect or consequential loss or damage. The Customer is obliged to take all reasonable measures to limit a loss or damage. If the Customer fails to do so, the Customer is liable for the loss or damage in proportion to its failure to limit the loss or damage. The Customer shall on demand indemnify and hold harmless the Bank for and against all reasonable out-of-pocket expenses, including legal fees, execution fees, costs of collection and any tax, incurred by the Bank by reason of the enforcement and protection of its rights under this agreement.

14. Force majeure

The Bank is not responsible for any loss or damage resulting from a legal enactment, the intervention of a public authority, a natural disaster, an act of war, an act of terrorism, sabotage, vandalism (including computer virus and hacking), a strike, a blockade, a boycott, a lockout, a national or international sanction, other events beyond the Bank's control or any other similar circumstance or threat of one of the aforementioned events and circumstances. The reservation in respect of strikes, lockouts, boycotts, sanctions and blockades applies even if the Bank itself in whole or in part takes such measures, or is, in whole or in part, subject to such measures. The Bank is not – subject to applicable mandatory laws – responsible for any loss or damage resulting from a disruption in automatic data processing, data transfer, telecommunication, any other electronic communication or in electric power supply or any other similar circumstance, provided the disruption is caused by reasons beyond the Bank's control.

In the event that any of the abovementioned circumstances arises and thereby prevents the Bank from taking any action or performing its obligations in accordance with these general terms and conditions or the Confirmation, such action or performance may be postponed until such performance or action is possible.

15. Recording

The Customer consents to the recording of telephone conversations and other communications between the parties in connection with the OTC MM Deposit, and agree to obtain any necessary consent of (and give any necessary notice of such recording to) relevant personnel and agree, to the extent permitted or required under any applicable law, that recordings may be submitted in evidence in any dispute or other proceedings in relation to these terms and conditions, including in relation to any enquiry by relevant supervisory authorities.

16. Applicable law and court

The OTC MM Deposit is governed by and construed in accordance with the laws of the country in which the relevant Bank providing the OTC MM Deposit is located. The courts located in the capital of the country in which the relevant Bank, providing an OTC MM Deposit, is located will, as the court of first instance, have jurisdiction to hear and determine any dispute in relation to any OTC MM Deposit and any legal issue arising out of these general terms and conditions or the Confirmation.

GENERAL INFORMATION

Information regarding National Deposit Guarantee

An OTC MM Deposit is not covered by any deposit guarantee scheme. This means that the Customer is exposed to the risk that the Bank might be unable to fulfil its obligations in respect of the OTC MM Deposit e.g. in the event of insolvency, an administrative order or bail-in. Thus, the Customer could lose the entire Deposited Amount.

Information regarding processing of personal data

As a personal data controller, the Bank processes personal data to be able to provide the products and services agreed between the parties and for other purposes, e.g. to be compliant with laws and other regulations. For detailed information on the processing of personal data, please see the Bank's Data Protection Policy, available at www.nordea.com/en/privacy-policy or contact the Bank. The Data Protection Policy contains information on the rights of the data subject relating to the processing of personal data, such as the right to information, correction, data portability etc.

The Customer shall forward the Bank's Data Protection Policy to data subjects whose personal data is transferred to, and processed by, the Bank.

Legal information about Nordea

Nordea Bank Abp is a banking company licensed to conduct banking business. Nordea Bank Abp is subject to the supervision of the European Central Bank (ECB) and the Finnish Financial Supervisory Authority. Contact information for Nordea Bank Abp can be found at www.nordea.fi or on the below mentioned postal address. Nordea Danmark, filial af Nordea Bank Abp, Finland is subject to supervision by the European Central Bank (ECB), the Finnish Financial Supervisory Authority and the Danish Financial Supervisory Authority. (Finanstilsynet, FT-nr. 2222).

Nordea Danmark, filial af Nordea Bank Abp, Finland can be contacted via e-mail from www.nordea.dk or on the below mentioned postal address.

Nordea Bank Abp, filial i Sverige is subject to supervision by the European Central Bank (ECB), the Finnish Financial Supervisory Authority and the Swedish Financial Supervisory Authority. Nordea Bank Abp, filial i Sverige can be contacted via e-mail from www.nordea.se or on the below mentioned postal address.

Nordea Bank Abp, filial i Norge is subject to supervision by the European Central Bank (ECB), the Finnish Financial Supervisory Authority and the Financial Supervisory Authority of Norway. Nordea Bank Abp, filial i Norge can be contacted via e-mail from www.nordea.no or on the below mentioned postal address.

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