



# AGREEMENT CONCERNING PLEDGED CREDIT CLAIMS

## 1 Parties to the Agreement

- a) Bank of Finland, business ID 0202248-1 ("**Bank of Finland**") and
- b) XX Bank, business ID (hereinafter the "**Pledger**", together the "**Parties**")

## 2 Background and purpose of the Agreement

There is a **Pledge Agreement on Credit Claims** (hereinafter the "**Pledge Agreement**") in force between the Bank of Finland and the **Pledger**, dated [DATE], under which the Pledger pledges to the Bank of Finland non-marketable credit claims granted by the Pledger to its customers (hereinafter "**Credit Claims**") as collateral for the **Pledger's** separately determined debts.

This Agreement governs the administration of collateral defined in section 3 provided for Credit Claims pledged or to be pledged in the future to the Bank of Finland accordance with the Pledge Agreement. This Agreement constitutes an annex to the Pledge Agreement valid at any given time.

## 3 Collateral covered by the Agreement

This Agreement applies to the following collateral provided to the Pledger by its debtor or a third party for Credit Claims: (i) general collateral, (ii) special collateral provided as collateral for several loans or other liabilities of the Pledger's debtor, all of which have not or will not be pledged to the Bank of Finland, (iii) so-called pool collateral provided as collateral for one or more other financiers than the Pledger, (iv) collateral provided for the payment of syndicated loans, extended as collateral, in addition to the Pledger, other financiers belonging to the syndicate and (v) other collateral provided to the Pledger for the repayment of Credit Claims (collateral referred to above in sections (i) - (v), in singular and plural form "**Collateral**").

## 4 Changes concerning pledged Credit Claims

The Pledger shall notify to the Bank of Finland by email at the time of pledging any Credit Claim, whether the Credit Claim has any Collateral. In addition, the Pledger shall indicate at the request of the Bank of Finland, whether a Credit Claim has any Collateral, in case the Bank of Finland is entitled under the Pledge Agreement to realise the Credit Claim or in other exceptional circumstances. The Pledger is entitled to agree freely on



changes concerning the Credit Claims and Collateral or terms and conditions applicable to them, for example, to release a Collateral.

The Pledger shall keep custody of and manage Collateral with a degree of diligence that is normal in banking practice, and ensure the validity of the Collateral in accordance with its normal banking practice.

This Agreement shall not restrict any future lending by the Pledger using the Collateral governed by this Agreement as security.

For the sake of clarity, it is noted that the Pledger is under the obligation to keep custody of and manage the Collateral under the abovementioned agreements only where the Pledger acts as the collateral agent in respect of the relevant Collateral. If anyone else acts as the collateral agent, the custody and management obligations in respect of the Collateral are determined on the basis of the pertinent pool agreement and the terms and conditions of the syndicated loans or related agreements. If the Bank of Finland is entitled, in accordance with the Pledge Agreement, to realise a Credit Claim which involves so-called pool collateral or collateral placed as security for the repayment of syndicated loans, the Bank of Finland shall be in a similar position as the Pledger would be based on the relevant pool agreements or the agreements governing or related to the syndicated loans.

The Parties shall not be liable to compensate for any damages incurred to each other based on this Agreement unless the damage is caused intentionally or by gross negligence.

## **5 Rights produced by Pledged Credit Claims**

For the sake of clarity, it is noted that the Pledger has pledged the Credit Claims along with their rights in accordance with the Pledge Agreement to the Bank of Finland as security for a debt specified in the Pledge Agreement provided by the Bank of Finland.

If the Pledger does not perform its obligations defined in the Pledge Agreement as agreed, the Bank of Finland shall have the right to receive payment for the Credit Claims, in which case the Bank of Finland shall be entitled for example to any interest and redemptions falling due, to use the right of termination of a Credit Claim, and subject to certain restrictions, to sell the Credit Claim.



## 6 Notices

### 6.1 Contact details of the Parties

TARGET2 Service Desk  
Bank of Finland  
P.O. Box 160  
00101 Helsinki  
tel. +358 9 183 6736  
fax: +358 9 183 21 77  
email: t2service@bof.fi

XXXXXX Bank  
Address  
Address  
tel.  
fax:  
email

### 6.2 Submission of notices

All notices concerning this Agreement must be in written or electronic format. A notice shall be deemed to have been duly submitted to the recipient to the abovementioned address, fax number or email address as follows:

- a) a letter immediately when delivered in person or by agent and in seven days when sent via mail: and
- b) fax or email immediately upon sending.

If a notice has been provided in a manner specified above but it has reached the recipient in a non-banking day or outside normal business hours, it shall be deemed to have reached the recipient on the following banking day.

## 7 Amendments

The terms and conditions of this Agreement may only be amended by a written agreement between the Parties.



## **8 Validity**

The Agreement shall be valid until further notice. Either Party may terminate this Agreement by notifying the other Party in writing to the address specified in section 6.1 of this Agreement. This Agreement shall end after a seven-day (7) period from the other Party receiving a notice of termination in accordance with section 6.2.

## **9 Force majeure**

A Party to this Agreement shall not be liable for damages deriving from unreasonable difficulties in the operations of the Party due to an incident of force majeure or similar cause. A Party shall be obligated to notify the other Party of an incident of force majeure as soon as possible.

## **10 Place of jurisdiction and governing law**

Any disputes arising from this Agreement shall be settled at the Helsinki district court.

This Agreement shall be governed by the Finnish law.

This Agreement has been drawn up in two copies, one for each Party.

Date and signatures