



Pledge Agreement

1 Pledger XX Bank

2 Pledge

Non-marketable credit claims with collateral granted by the pledger which meet the eligibility and other legal requirements defined in the Bank of Finland's collateral management rules and on which the pledger has submitted the required information to the Bank of Finland, using the specified electronic format or the contingency assignment form. The pledged credit claims, including their terms and conditions, shall be governed by Finnish law.

3 Amount of debt

1. The intraday credit given to XX Bank in TARGET2- Suomen Pankki.
2. The outstanding amount of marginal lending obtained by XX Bank.
3. Any monetary amounts relating to monetary policy operations executed as collateralised loans or margin requirements in repurchase agreements.

4 Pledgee

Bank of Finland

5 Commitment

XX Bank shall pledge the above-mentioned collateral to the Bank of Finland as security for credit granted by the Bank of Finland as determined above, the initial margin, the interest calculated on the credit and any collection charges.

6 Terms of the pledge

The Pledger shall endorse negotiable promissory notes subject to section 11 of the Act on Promissory Notes (622/47) and submits a notification of the endorsement, inclusive of any collateral that may be attached to them, to the Bank of Finland.

The Pledger shall provide the debtor with an ex ante notification of using ordinary promissory notes subject to section 26 of the Act on Promissory Notes for collateral purposes. The pledger undertakes to submit the notification in compliance with



procedures agreed with the debtor and to submit a notification of the endorsement to the Bank of Finland.

The Pledger undertakes to comply with the operative procedures for use of credit claims as collateral, as defined in the Bank of Finland's collateral management rules. If the relationship between pledger and debtor changes so as to affect the eligibility of the pledged assets, the pledger shall notify the Bank of Finland immediately; in no case later than the following banking day. Such changes are, for instance, early, partial or full repayment of a credit claim, changes in the debtor's credit standards or material changes in credit claim conditions.

The Pledger shall continue to receive from the debtor payments of interest and principal on the pledged credit claim, unless otherwise specifically notified by the Bank of Finland.

7 Administration of the pledge

The Pledger undertakes to preserve with due diligence any ordinary promissory notes pledged to the benefit of the Bank of Finland, including attached collateral and other documentation.

If the pledged credit claims have collateral, they will be transferred to the Bank of Finland. 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.

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.



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.

8 The Bank of Finland's right to take verification measures and disclose information to the Eurosystem

In order to verify the existence of credit claims pledged to the Bank of Finland and the accuracy of their details, the Bank of Finland shall have the right to undertake verifications on the pledger's premises, or commission a financial supervision authority or external auditor to carry out such verifications. If the pledger employs an Internal Ratings Based (IRB) approach for credit risk – in addition to assessing credit claims – to ascertain the eligibility of negotiable debt instruments that are not publicly rated, the right of verification shall also apply to information on the issuers of such debt instruments.

The Bank of Finland shall have the right to disclose information on pledged credit claims to Eurosystem central banks. If the pledger assesses its credit claims and/or some of its negotiable debt instruments for collateral purposes employing an IRB approach for credit risk, the Bank of Finland shall have the right to disclose information on the approach and resulting assessments to Eurosystem central banks.

The Bank of Finland shall have the right to disclose information on an IRB approach for credit risk to be used/used for assessing credit claims, and on the accuracy of assessments generated by such an approach, to the financial supervision authority of the EU country which has given permission to employ the approach for capital adequacy calculations.

The pledger undertakes to ensure that, under any circumstances, the Bank of Finland shall have the right to disclose any information referred to in this section.



9 Realisation of a pledge

If XX Bank in any respect fails to fulfil the obligation for which the collateral has been pledged, the Bank of Finland shall have the right, without hearing the pledger, to convert the pledge into a monetary amount in such manner as to protect the interests of the parties involved.

The Bank of Finland shall have the right to obtain ownership of, instead of selling, the pledged credit claims and to set off their value against the matured debt. The Bank of Finland shall measure the credit claims thus obtained at their fair value at the time of obtaining ownership thereof.

XX Bank undertakes to provide the Bank of Finland with all documents needed for realisation of the pledge.

10 Force majeure

A party to this agreement shall not be liable for damages incurred by unreasonable difficulties in the operations of the party due to an incident of force majeure or similar cause. A party to this agreement shall be obligated to notify the other party of an incident of force majeure as soon as possible.

11 Relationship to a previous pledge agreement, place of jurisdiction and governing law

The parties to this Agreement confirm that the rights and obligations of the previous pledge agreement between the Bank of Finland and XX Bank (dated xxx 201xx) shall remain valid as such.

Any disputes arising from this pledge shall be settled at the Helsinki district court. This agreement shall be governed by Finnish law.

Date

Bank of Finland

XX Bank