

Part I of the terms and conditions applies to all pledgers and Part II to third party pledgers. In the pledge undertaking and the general terms and conditions of pledge, terms used in the singular, such as borrower, pledger, creditor or pledgee, also refer to the plural forms such as borrowers, pledgers, creditors and pledgees if there are several parties in the same role in the undertaking. These terms and conditions also apply to small enterprises as pledgers.

## **I TERMS AND CONDITIONS APPLIED TO ALL PLEDGERS**

### **1. Scope of the pledger's liability and definitions**

**1.1. Pledging** is an undertaking by which the pledger gives specified property (the pledge) to the creditor as security for the fulfilment of his/her own or another person's obligation (the principal debt). The original signed, written pledge undertaking is in the possession of the creditor. If, however, the pledge undertaking has been signed electronically, both the pledger signing electronically and creditor have received a copy of the electronically signed pledge undertaking.

If the pledger signs the pledge undertaking in a permanent manner before the title to the pledge has been transferred to the pledger, the pledge will enter into force when the title to the pledge has been transferred to the pledger and (1) the pledge is in the pledgee's possession or the pledge holder has been informed of the pledging, or (2) the requirements of a valid pledging have otherwise been fulfilled.

The pledger's liability is limited to the value of and income from the pledge. Income includes i.a. interest, dividends from shares, rental income from an apartment provided that the shares that entitle to the possession of the apartment are pledged, and rental income from the object of a pledged mortgage.

The pledge also includes property in substitution of or deriving from the pledged property. If shares are pledged, the pledge includes shares subscribed for in rights issues on the basis of subscription rights attached to the pledged shares. The pledgee is, at any time after the pledging, entitled to notify the payer of dividend or the tenant that, for example, the dividend or rental income from the apartment or real estate has been pledged.

**1.2. Principal debt** refers to the principal, interest and default interest relating to one or several debts or other receivable, the fees and commissions subject to the bank's tariff, other costs and other payment obligations.

The principal debt may be a debt undertaking, a guarantee undertaking, a counterindemnity for a bank guarantee or other obligation. If the principal debt is a **debt the amount of which may vary up to an agreed maximum amount, or limit**, the pledge secures, in addition to the agreed limit, the payments under the limit agreement and overdrafts of the limit and excess interest, if any.

**1.3. Pledge securing own debt** refers to a pledge given as security for a debt for which the pledger is liable alone or jointly and severally.

**1.4. Third-party pledge** is a pledge that secures the principal debt of another person than the pledger.

**1.5. Private pledger** is a natural person who has given a third-party pledge. Other than a private pledger is considered to be a person belonging to the institutions of the borrower corporation

or its parent corporation or foundation and a person who has ownership-based influence in the borrower corporation or its parent corporation. A person who has given a pledge for the security of his or her own debt is not considered a private pledger.

**1.6. Special pledge** is a pledge given against one or several principal debts specified in the pledge undertaking.

A special pledge undertaking secures to the pledgee the principal, interest and default interest of a specified principal debt of the borrower as well as the charges and fees, the creditor's collection costs and fees and any other payment obligations arising from the said principal debt.

**1.7. General pledge** is a pledge which covers all the present and future principal debts of the borrower mentioned in the pledge undertaking.

A general pledge secures to the pledgee the principal, interest and default interest of all the principal debts of the borrower as well as the charges and fees, the creditor's collection costs and fees and any other payment obligations arising from the principal debts.

In the case of a third-party pledge, the pledger's liability under a general pledge is always limited to the maximum sum defined in the pledge undertaking and to those principal debts that have arisen during the time frame agreed upon in the pledge undertaking.

**1.8. Deficiency pledge** is a pledge that secures to the pledgee the part of the principal debt that cannot be collected by virtue of law or otherwise from the value of the primarily responsible pledge (**primary pledge**). A deficiency pledge secures the principal debt only if the pledgee does not obtain sufficient payment from the primary pledge.

If such a pledger signs in a permanent manner the deficiency pledge undertaking before the title to the primary pledge has been transferred to the primary pledger, the deficiency pledge will enter into force when the primary pledger has pledged the primary pledge to the pledgee and the pledge has entered into force.

In the case of a deficiency pledge, a pledger's liability does not, without a separate consent of the pledger, increase if additional credit secured by the primary pledge is granted or if such a pledge is substituted.

**1.9. Right of recourse** is a right of a third-party pledger to reclaim from the borrower the proceeds which have been obtained from realising the third-party pledge and which have been used to discharge the principal debt, or the amount with which the third-party pledger has amortised the principal debt in order to reduce his or her liability under the pledge.

**1.10. Bank** refers to the original creditor granting the principal debt, namely Nordea Bank Abp.

**1.11. Creditor** and/or pledgee refers to the bank, i.e. original creditor granting the principal debt, namely Nordea Bank Abp, and/or its assignee: another bank, a credit institution (such as Nordea Mortgage Bank Plc), and/or a party to which Nordea Bank Abp, or its assignee has assigned the credit agreement on the principal debt, or the principal debt or part of it and the related security in full or in part.

**1.12. International sanctions** refer to financial or other sanctions imposed by the European Union or the United Nations' Security Council, and other sanctions, notifications and orders published by domestic and foreign authorities such as the OFAC (Office of Foreign Assets Control).

**1.13. To sign or agree in a permanent manner** means signing or agreeing in writing or electronically in accordance with valid legislation, such as the Finnish Act on Electronic Communication Services, in an electronic service offered or approved by Nordea.

**1.14. To notify in a permanent manner** means notifying in writing or in Nordea's Netbank service or in some other electronic service provided or accepted by the bank.

## **2. Method of delivering notifications and pledger's obligation to notify**

The pledgee shall deliver the notifications relating to the pledging and other information based on the pledging in a Netbank service or in other electronic service accepted by the pledgee that has been agreed to be used for this purpose, or by delivering them in some other permanent manner separately agreed on.

If the pledger does not have a Netbank service agreement with the bank or other electronic service accepted by the pledgee that has been agreed to be used for this purpose, or if it is separately agreed on in these terms and conditions that the notification is sent in writing or the pledgee for some other reasons sends the notification in writing, the pledgee shall send the aforementioned notifications and other information in writing by post to the address that the pledger has last designated to the pledgee or register office.

An electronic notification sent by the pledgee is considered to have been received by the recipient on the day the notification was sent. A written notification sent by the pledgee is considered to have been received by the pledger on the seventh day after the dispatch at the latest if it has been sent to the latest address that the pledger designated to the bank or register office.

The pledger must notify the pledgee known to it without delay of any change of name and address. The pledger must notify the pledgee known to it of any changes related to the object of the pledge, such as a change in the ownership of the pledge.

The pledger may make the notifications in a manner accepted by the pledgee.

## **3. Having the pledged property insured**

### **3.1. Obligation to insure**

The pledger is obligated to maintain insurance cover for the full value of the pledged property and to pay all premiums for the property. The pledgee is entitled to request information from insurance companies on insurance policies concerning the pledged property. Neglecting to insure the pledged property can be a ground for giving notice under the terms and conditions of the debt.

### **3.2. Having the pledged real estate insured**

When real estate, or its specified area or share, or usufruct to it, has been given as mortgaged security, the pledged property must be insured at least against fire damage.

## **4. Safekeeping and administration of pledge**

### **4.1. Obligations of the pledger**

The pledger is responsible for:

- contributing to the entering of the pledgee as a pledgee in the pledge register;
- administering the pledged property in such a manner that the value of the property does not decrease due to insufficient care or other action or negligence of the pledger;
- concluding all agreements necessary for maintaining the value of the pledge;
- effecting all the payments related to the pledged property, such as rents and maintenance charges; and
- fulfilling other similar obligations.

### **4.2. Obligations of the pledgee related to the safekeeping of the pledge**

The pledgee is obliged to safekeep the pledged property, but not to administer it.

The pledgee is entitled but not obliged without a separate agreement:

- to take any action necessary to maintain the value of the pledged property, i.a. by opening an account and/or a book-entry account, and to enter the pledgee in the pledge registers;
- to prevent the expiry of the pledged receivable or other right; and
- to take any action referred to in clauses 3.1 and 4.1 if the pledger has not fulfilled his or her obligations.

### **5. Costs arising from the safekeeping and administration of the pledge**

The pledger is liable for any costs arising from the establishment of the lien, as well as the safekeeping, administration and discharge of the pledge. The pledgee is entitled to debit to the pledger's account or to charge for the pledge any costs incurred by the pledgee as a result of the pledger's negligence in fulfilling the obligations set out in clauses 3.1 and 4.1.

Moreover, the bank is entitled to debit to the pledger's account and to charge for the pledge, in accordance with the bank's currently valid tariff and these terms and conditions, any costs and fees related to the pledge.

### **6. Use of the pledge for settling the principal debt**

If the borrower fails to pay the principal debt or a part thereof when due and payable, the pledgee is entitled to use the pledge or the proceeds gained from selling it for settling the principal debt, for paying the costs arising from the selling of the pledge (for example, an estate agent's commission), fees and charges resulting from the pledge and subject to the bank's tariff as well as the pledgee's collection costs and fees.

If the maturing of the principal debt requires notice of termination or some other measure of calling for expiration, the pledgee may use the third-party pledge for settling the principal debt, if the debt has been called in.

If the borrower has been declared bankrupt or if a debt restructuring or restructuring concerning the borrower has been initiated or if a provisional prohibition regarding the principal debt has been laid down in such proceedings, the pledgee does not have to implement any calling-in measure concerning the borrower before selling the third-party pledge.

If there is more than one pledge, the pledgee may order in which order they are used to settle the principal debt. The pledgee is also entitled to decide whether it collects its receivables from possible guarantors or some of them or whether it collects its receivables from one or several pledges.

The primary pledge is, however, used for settling the principal debt before the deficiency pledge or deficiency guarantee.

If the pledge has been given as security for the undertakings of two or more borrowers or as security for several undertakings of one borrower, the pledgee is entitled to decide for which receivable the pledge is used as a payment.

#### **6.1. Use of a deficiency pledge for settling the principal debt**

The pledgee is entitled to use a deficiency pledge for settling the principal debt if the primary pledge has been sold or if it has been established in connection with execution that there is an obstacle to the sale of the primary pledge. The pledgee may also use a deficiency pledge for settling the principal debt if the pledger has, after the principal debt has fallen due, notified the pledgee of not requiring the sale of the primary pledge.

If the borrower retains the primary pledge in official corporate restructuring or debt restructuring concerning a private person, the pledgee may use the deficiency pledge and discharge the principal debt or a part thereof in so far as the principal debt has not been discharged under the payment schedule. The proceeds from the sale of the deficiency pledge in excess of the amount of the principal debt, if any, are pledged instead of the pledge. The pledgee is entitled to open an account for these funds on behalf of the pledger.

#### **6.2. Selling a pledge**

Once the principal debt or a part thereof has fallen due and payable, the pledgee notifies the pledger that the movable pledge will be sold unless the outstanding amount is paid within one (1) month from the date of the notification given in a permanent manner. Notwithstanding the foregoing, the pledgee is entitled to sell the pledge if it is apparent that complying with the said time frame would cause material loss or damage due to a decline in the value of the pledge.

The pledgee is entitled to sell the pledge if the principal debt or a part thereof remains outstanding one (1) month from the notification. If the pledge consists of shares entitling the holder to the possession of an apartment that is primarily used as the pledger's own dwelling, the aforementioned period is two (2) months.

If the pledge consists of a right based on a life assurance policy, the pledgee may use the repurchase value of the policy to discharge the principal debt, provided that the bank has demanded payment from the policyholder and he or she has failed to pay the principal debt within two (2) months of the bank's demand.

Any pledged funds in Nordea Bank Abp and in its branches are considered to have fallen due for immediate payment irrespective of any agreement on their withdrawal or period of notice.

The pledge may be sold in a manner considered appropriate by the pledge holder. The pledge is sold in a manner that is as reasonable as possible for both parties provided that the pledgee's claims are not endangered.

The pledgee may, without hearing the pledger, inspect the pledged property and show it to prospective buyers, taking any necessary action (for example, have the door of an apartment to the possession of which the pledged shares entitle opened by the caretaker or manager of the building or a public authority). The pledgee notifies the pledger of such action in advance.

The immovable property that stands as security is realised in the order laid down for execution.

#### **7. Right of a guarantor and a third-party pledger to the borrower's pledge**

The borrower's property constituting a pledge for the principal debt at the time of payment also constitutes a pledge for the guarantor's claim if the guarantor pays the principal debt or a part thereof. Correspondingly, if the principal debt or a part thereof is settled from a third-party pledge, the borrower's property that stands as security for the principal debt at the time of payment also constitutes a pledge for the guarantor's claim of the third-party pledger.

#### **8. Tax consequences related to the pledge**

The pledger is responsible for any tax consequences or similar duties laid down by the authorities.

#### **9. Pledgee's right to assign or divide the pledge**

The bank, and correspondingly the subsequent assignee, is entitled to assign or divide the pledge in connection with the assignment of the principal debt or a part thereof, and to agree with the assignee on the way in which the pledge covers the claim of the creditor that is the assignor and the assignee's claim after the assignment. Such assignment or division will not increase the pledger's liability.

#### **10. Payment of the principal debt and withholding of the pledge**

The pledge always remains in force irrespective of payment of the principal debt if the principal debt is reactivated or reinstated under the act on the recovery to bankrupt's estate, under some other decision of a court of justice or for some other similar reason.

The pledgee is always entitled to withhold the pledge in its possession for three (3) months if the payment of the debt may be reinstated due to the recovery. For a well-grounded reason, the pledgee may hold the pledge in its possession for longer than three (3) months after the payment of the principal debt.

#### **11. Processing of personal data**

When granting a credit and accepting a pledge, the bank uses the pledger's personal data. In addition, the bank and possible subsequent assignees use the pledger's personal data when processing and monitoring the credit and the pledge.

The personal data is obtained from the pledger, from registers maintained by the authorities, from registers maintained by the bank and companies belonging to the same group, from organisations providing credit information, such as the credit information register of Suomen Asiakastieto Oy, and/or from other reliable sources. Data obtained by Nordea for the purpose of knowing its customer may be used for making the credit decision and for credit monitoring.

The bank and a possible subsequent assignee are entitled to disclose to the assignee any personal data about the pledger related to the acceptance, processing and monitoring of the pledge and

the pledge undertaking in connection with the possible assignment of division of the pledge.

Further information on the processing of personal data at Nordea can be obtained from Nordea's privacy policy, which is available at the bank's website. You can also obtain the privacy policy by contacting Nordea.

The bank can screen the pledgers' payment and account transactions against international sanctions, and if necessary, demand additional information concerning the payment and account transactions from the pledgers and guarantors before the credit or a part of it is drawn down. The bank is entitled to take measures required by international sanctions, for example, to refuse the drawdown of the credit or a part of it.

## **12. Force majeure**

Neither contracting party to the agreement is liable for damage arising from unreasonable difficulties in their operations due to a force majeure or similar event.

A contracting party is liable to notify the other party as soon as possible after being affected by a force majeure.

If the force majeure concerns the bank or a pledgee creditor that is a bank or a credit institution, the bank or such a pledgee creditor may announce the matter in national newspapers or on its website.

## **13. Jurisdiction and applicable law**

Any disputes arising from this pledging will be settled in the Helsinki District Court. Pledgers are, however, entitled to submit disputes to the district court of the Finnish municipality in the jurisdiction of which they are domiciled or permanently resident. If the pledger does not have permanent residence in Finland, disputes will be settled at the Helsinki District Court.

This agreement is governed by Finnish law.

## **II TERMS AND CONDITIONS APPLIED TO THIRD-PARTY PLEDGERS**

In addition to the above-mentioned terms and conditions, the following terms and conditions concern a third-party pledger:

### **14. Effects of changes to the principal debt and its securities on the pledger's liability**

#### **14.1. Special pledge**

If such an amendment is made to the terms and conditions of the principal debt that increases the borrower's liabilities, the pledgee must request from the pledger that has given the third-party pledge a consent in a permanent manner so as to make the amendment binding on the pledger.

Without the consent of the third-party pledger, the bank and the pledger can, however, agree on the extension of the payment period or other amendment to a term of the principal debt whose effect on the pledger's liabilities is minor or whose ground is specified in the undertaking concerning the principal debt.

Minor changes for which the pledger's consent is not needed are, for example, postponement of the instalments of the principal debt so that the grace period during the loan period is no more than two (2) years and/or changing the repayment period of the principal debt so that the loan period is extended by a maximum of two (2) years if the original loan period of the principal debt is ten (10) years or longer. If the original loan period of the

principal debt is less than ten (10) years, the total grace period can be one (1) year at maximum or the extension of the loan period one (1) year at maximum without the pledger's consent.

Similarly, changing the reference interest rate of the principal debt is considered a minor change if the rate is changed to Nordea Prime rate or Euribor.

## **14.2. General pledge**

In general pledges the terms and conditions of the principal debt can be amended without the pledger's consent. The pledger's liability does not, however, increase beyond the monetary upper limit agreed in the pledge undertaking.

## **15. Pledgee's notifications to the third-party pledger and the pledger's right to receive information**

### **15.1. Notifications of payment defaults or sale and discharge of securities**

The pledgee notifies the pledger of payment defaults concerning the principal debt or of a bankruptcy of the borrower within one (1) month of the start of the payment default or bankruptcy, as well as of the sale of securities pledged for the principal debt. The pledge secures default interest accrued on the obligation fallen due because of a bankruptcy as of the beginning of the bankruptcy proceedings.

The pledgee notifies the pledger if it intends to discharge any pledge owned by the borrower in full without receiving payment or a new pledge.

### **15.2. Notification to the general pledger of the granting of additional credit**

The pledgee notifies the private pledger without delay of the granting of additional credit secured by a general pledge.

The pledger is entitled, on request, to receive from the pledgee a copy of the credit document granting the additional credit to the borrower.

### **15.3. Notifications of the outstanding principal and overdraft of a debt the amount of which may vary up to an agreed maximum limit**

The pledgee notifies a private pledger of the outstanding principal of a debt the amount of which may vary up to an agreed maximum limit every six (6) months.

If the borrower overdraws the maximum amount agreed for a debt the amount of which may vary up to an agreed maximum limit, the pledgee notifies the pledger of the overdraft.

However, the pledger is not notified of any overdraft of the limit agreed on caused by the registration to the borrower's account as the bank's or the creditor's represented by the bank receivable of interest, default interest, the pledgee's charges and fees or any other payment obligations arising out of the principal debt undertaking.

## **16. Pledger's right to receive information**

A private pledger is entitled, upon request, to receive from the pledgee information concerning the principal debt and factors affecting the solvency of the borrower.

## **17. Right of a third-party pledger to limit his or her liability during the validity of the pledge**

As long as a general pledge is valid, the pledger is entitled to notify the bank of a date after which he or she will not accept any further liability for future principal debts.

The limitation will enter into force as soon as the pledgee has received the private pledger's notification or when two (2) months have passed of the arrival of a notification other than the private pledger's notification, unless a later date has been indicated in the notifications.

In the case of a special pledge, the pledger may not limit his or her liability under the pledge after signing the pledge undertaking.

A private pledger who has given a pledge as security for a credit the amount of which vary up to an agreed maximum limit may during the validity of the pledge notify the bank of a date after which he or she will not accept any further liability for future principal debts. The limitation will come into force as soon as the pledgee has received the pledger's notification, unless a later date has been indicated in the notification.

### **18. Discharge of security**

The pledgee is entitled to discharge a guarantee or other third-party pledge securing the principal debt without this reducing the third-party pledger's liability. For a well-grounded reason, the pledgee can discharge a pledge owned by the borrower securing the principal debt without the third-party pledger's consent even if the pledgee did not receive payment for the debt or new security in replacement of old security. This does not reduce the third-party pledger's liability.

If the security is a deficiency pledge, discharging the primary pledge does not increase the third-party pledger's liability unless the third-party pledger has consented to discharging the pledge.

### **19. Right of a third-party pledger to the borrower's pledge**

#### **19.1. Additional credit against a pledge given by the borrower**

The pledgee is entitled to grant additional credit secured by the borrower's pledge without the third-party pledger's consent. The pledgee has a better right to the borrower's pledge than the third-party pledger also in respect of the new credit.

If the third-party pledge is a deficiency pledge, the creditor in its capacity as a pledgee has a better right to the borrower's pledge in respect of the new credit only if the third-party pledger has consented to it.

If the third-party pledge has been sold and the proceeds have been used to amortise the principal debt or the third-party pledger has otherwise repaid the principal debt to the pledgee so that his or her liability decreases, the bank has a better right to the borrower's pledge in respect of the new debt only if the third-party pledger has consented to it.

#### **19.2. Pledger's right of recourse**

If the proceeds from the sale of the pledge are used to discharge the principal debt or if a pledger has amortised the principal debt with the particular consent of the pledgee in order to reduce his or her liability under the pledge, the borrower's property constituting a pledge for the principal debt at the time of the payment also constitutes a pledge for the pledger's claim on the borrower under the right of recourse. In such a case the pledgee is not entitled to discharge the pledge to the borrower without the pledger's consent. If the borrower has pledged the same property as security for another claim by the pledgee, the pledgee has a better right to the pledged property than the pledger.

In the case of a deficiency pledge, the pledgee has a better right to the primary pledge only if the principal debt has been paid only in part or if the primary pledge was also given as security for another claim by the pledgee before the signing of the deficiency pledge undertaking or if the deficiency pledger has consented to it that the pledgee has a better right to the pledge also in respect of the new debt.

Having repaid the principal debt the third-party pledger is required, in order to ensure any potential claim on a pledge given by the borrower to secure the principal debt, to notify the pledgee in writing and provide the bank with sufficient evidence of payment.

### **19.3. Pledgee's right to deliver the matured yield of the pledge owned by the borrower**

The pledgee has the right to deliver to the borrower the matured yield of the pledge owned by the borrower and the rights related to the pledge without reducing the third-party pledger's liabilities.

### **20. Third-party pledger's early repayment**

A third-party pledger is entitled to discharge a principal debt not yet matured if the borrower had the right to discharge the debt early. If the borrower was obliged to pay the pledgee fees arising from discharging the principal debt, the third-party pledger must pay the same fees if he or she discharges the debt.

If the pledgee was entitled to give notice on the principal debt based on the borrower's violation of the agreement (for example, a payment default), the third-party pledger may discharge the principal debt early.

The pledger's payments reduce the amount of the pledge liability only in the case if the pledger has expressly agreed on the early repayment with the pledgee or if the entire principal debt is discharged.

### **21. Right of withdrawal**

Private pledger, who has issued a third-party pledge, is entitled to withdraw from the pledge undertaking made in distance selling by notifying the bank of it within 14 days of the date of which the pledger has received in a permanent manner the pledge undertaking with the terms and conditions and the advance information as well. The notice of withdrawal can be made by calling Nordea Customer Service, by sending a message through Netbank's customer mail, by letter or at any Nordea branch located in Finland. The notice must specify the pledging to be withdrawn from. If the pledge undertaking includes several pledgers and one of the pledgers exerts his or her right of withdrawal, the notice of withdrawal automatically applies to the entire pledging in regard to all the pledgers.

If the pledge has been issued as security for a corporate loan, the right of withdrawal does not exist.

The bank discharges the pledger's security once the pledger has paid the bank the charges by the authorities and the bank's fees for the discharge of the security.

If the bank has paid the authority payments arising from the drawing up or registration of the pledge and such payments are not refunded upon withdrawal, the bank also has the right to obtain compensation from the pledger for these payments. Such payments are, for example, costs arising from mortgaged security.

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Natural person as the pledger  
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Another agreement linked to the pledging expires without separate measures when the pledger withdraws from the pledge if the linked service is provided by the bank or a third party based on an agreement between the third party and the bank or on some other arrangement.