

These terms and conditions also apply to small enterprises as guarantors. Terms like borrower, guarantor and creditor used in the singular in the guarantee undertaking and these terms and conditions also refer to plural forms borrowers, guarantors or creditors, if there are several parties in the position in question in the undertaking.

1. Scope of the guarantor's liability and definitions

1.1 Guarantee is an undertaking by which the covenantor (the guarantor) is liable to the creditor for an obligation (the principal debt) of another party (the borrower).

The original signed, written guarantee undertaking is in the possession of the creditor. If, however, the guarantee undertaking has been signed electronically, both the guarantor signing electronically and the creditor have received a copy of the electronically signed guarantee undertaking.

1.2 Principal debt refers to the principal, interest or default interest relating to one or several debts or the bank's 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, a guarantee, a counter-indemnity 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 guarantor 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 Private guarantor is a natural person who has given a guarantee. Other than a private guarantor is considered to be a person belonging to the institutions of the borrower corporation or its parent corporation or foundation and a person that has ownership-based influence in the borrower corporation or its parent corporation.

1.4 Guarantee as for one's own debt is a guarantee in which the guarantor is liable for the principal debt as for his or her own debt. The creditor is entitled to demand payment from the guarantor immediately after the principal debt or a part thereof has fallen due and payable.

1.5 Several guarantors' guarantee liability

1.5.1 Joint and several guarantees, guarantee liability for the entire principal debt

If two or more guarantors have given a guarantee as security for the same principal debt, each guarantor is jointly and severally liable to the creditor for the entire principal debt unless the amount of the guarantee has been limited in the guarantee undertaking. Joint and several guarantee means that each guarantor is liable for the repayment of the debt until the debt has been discharged in full.

1.5.2 Joint and several limited guarantees

If the guarantee amount has been limited with a common limitation applicable to all guarantors in the manner agreed on in the guarantee undertaking, each guarantor is liable for repaying the debt up to the amount of his or her own guarantee until the debt has been discharged in full. An instalment of the principal debt paid by one guarantor to the creditor reduces the amount for which another guarantor is liable.

1.5.3 Limited guarantees with no joint and several liability

If the amount of the guarantee is separately limited for each guarantor in the manner agreed on in the guarantee under-

taking, each guarantor is liable for repaying the debt up to the amount of his or her own guarantee until the debt has been discharged in full. A guarantee with no joint and several liability means that an instalment of the principal debt paid by one guarantor to the creditor does not reduce the amount for which another guarantor is liable if after the instalment paid the outstanding amount equals at least the amount of the other guarantor's guarantee. However, guarantees limited in monetary terms start to be partly under joint and several liability from the point where the debt amount is smaller than the aggregate monetary amount of the guarantees.

1.6 Special guarantee is a guarantee in which the guarantor is only liable to the creditor for one or several principal debts specified in the guarantee undertaking.

1.7 General guarantee is a guarantee in which the guarantor is liable to the creditor for all the present and future principal debts of the borrower mentioned in the guarantee undertaking. In this case the principal debt may be, for example, an obligation based on the borrower's debt or guarantee undertaking or counterindemnity for a bank guarantee.

However, under a general guarantee, the guarantor's liability is always limited to the maximum sum defined in the guarantee undertaking and to those principal debts that have arisen during the time frame agreed upon in the guarantee undertaking.

1.8 Deficiency guarantee is a guarantee in which the guarantor is liable to the creditor for the part of the principal debt that cannot be collected from the value of the primary pledge. A person who has given a deficiency guarantee is only liable for the principal debt if the creditor does not obtain sufficient payment for the property given as a primary pledge.

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

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

1.9 Right of recourse refers to the guarantor's right to collect from the borrower the amount that the guarantor has paid on the basis of the guarantee. Right of recourse also refers to the guarantor's right to collect from the other guarantors the share of the amount paid.

1.10 Bank refers to the original creditor granting the principal debt, in other words, Nordea Bank Abp.

1.11 Creditor refers to the bank, in other words, the original creditor granting the principal debt, in other words, Nordea Bank Abp and/or assignee: other bank, credit institution (for example, Nordea Mortgage Bank Plc), and/or party to which Nordea Bank Abp or its assignee has assigned the the credit agreement on the principal debt, or principal debt or its part and the related guarantee fully 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 regulations 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 Information Society Code, in an electronic service offered or approved by Nordea.

1.14 To notify in a permanent manner means to give notification 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 guarantor's obligation to notify

The creditor delivers the notifications related to the guarantee and other information based on the guarantee in a Netbank service or in other electronic service accepted by the creditor, or by delivering them in some other permanent manner separately agreed on.

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

An electronic notification sent by the creditor is regarded as having been received by the recipient on the day it was sent. A written notification sent by the creditor is regarded as having been received by the guarantor on the seventh day after the dispatch at the latest if it has been sent to the latest address the guarantor has designated to the bank or the local register office.

The guarantor must notify the creditor known to it without delay of any change of name and address.

The guarantor may make the notifications in a manner accepted by the creditor.

3. Effects of changes in the principal debt on the guarantee liability

3.1 Special guarantee

If such an amendment is made to the terms and conditions of the principal debt that increases the borrower's liabilities, the creditor must request a written consent in a permanent manner from the person that has given the special guarantee so as to make the amendment binding on the guarantor.

Without the consent of the guarantor, it can, however, be agreed on the extension of the payment period or other amendment to a term of the principal debt whose effect on the guarantor's liabilities is minor or whose ground is specified in the undertaking concerning the principal debt.

Minor changes for which the guarantor'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 guarantor'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 or another reference interest rate designated in accordance with the terms and conditions of the promissory note.

3.2 General guarantee

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

4. Creditor's notifications to the guarantor

4.1 Notifications of payment defaults or sale and discharge of securities

The creditor notifies the guarantor in a permanent manner of payment defaults concerning the principal debt or of a bankruptcy of the borrower within one (1) month as from the date of the payment default or bankruptcy. The guarantor is liable for the default interest accrued on the obligation fallen due because of a bankruptcy as of the beginning of the bankruptcy proceedings.

The creditor notifies the guarantor in a permanent manner of the sale of the pledges given by borrower in relation to the principal debt.

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

4.2 Notification to the general guarantor of the granting of additional debt

The creditor notifies the private guarantor without delay of the granting of additional debt secured by a general guarantee.

The guarantor is entitled, on request, to receive from the creditor a copy of the credit document granting the additional debt to the borrower.

4.3 Notifications of the outstanding principal and overdraft of a debt the amount of which may vary up to an agreed maximum limit

The creditor notifies a private guarantor 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 creditor notifies the guarantor of the overdraft a permanent manner. However, the guarantor is not notified of any overdraft of the limit agreed on caused by the registration to account as the bank's or the creditor's represented by the bank receivable of interest, default interest, the creditor's charges and fees or any other payment obligations arising out of the principal debt undertaking.

4.4 Receipt of notification

A written notification sent by the creditor is regarded as having been received by the guarantor on the seventh day after the dispatch at the latest if it has been sent to the latest address the guarantor has designated to the creditor or the local register office.

5. Guarantor's right to receive information

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

6. Right of a guarantor to limit his or her liability during the validity of the guarantee

As long as a general guarantee is valid, the guarantor 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 come into force as soon as the creditor has received the guarantor's notification unless a later date has been indicated in the notification.

In the case of a special guarantee, the guarantor may not limit his or her liability after signing the guarantee undertaking.

A private guarantor who has given a guarantee as security for a credit the amount of which may vary up to an agreed maximum limit may during the validity of the guarantee notify the creditor 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 creditor has received the guarantor's notification unless a later date has been indicated in the notification.

7. Right of the creditor to discharge other guarantors

The creditor is entitled, for a well-grounded reason, to discharge other guarantors of the principal debt from their undertakings without the guarantor's consent even if the creditor does not receive payment or other security in replacement of the guarantees. The liability of the remaining guarantor to the creditor is not reduced from that agreed on in the guarantee undertaking. The discharge of other guarantors has no effect on the guarantors' potential mutual right of recourse.

The creditor notifies the guarantor of the discharge of the other guarantors of the same principal debt.

8. Discharge of security

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

If the guarantee is a deficiency guarantee, discharging the primary pledge does not increase the guarantor's liability unless the guarantor has not consented to discharging the pledge.

9. Right of a guarantor to the borrower's pledge

9.1 Additional credit against a pledge given by the borrower

The creditor is entitled to grant additional credit secured by a pledge without the guarantor's consent. Then the creditor has a better right to the pledge also in respect of the new credit. If the guarantee is a deficiency guarantee or if the guarantor

has, on the creditor's demand, repaid the principal debt or a part thereof, the creditor has a better right to the pledge in terms of the new debt only if the guarantor has consented to it.

9.2 Guarantor's right to the pledge after his or her repayment

If the guarantor repays the principal debt or a part of thereof, the borrower's property standing as security for the principal debt at the time of the repayment also acts as security for the guarantor's claim under the right of recourse in which case the creditor is not entitled to discharge the pledge to the borrower without the guarantor's consent. The creditor has, however, a better right to the property given by the borrower as a pledge compared to the guarantor if the principal debt has been repaid only in part or if the borrower's property also stands as security for some other receivable of the creditor.

In the case of a deficiency guarantee, the creditor 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 creditor before the signing of the guarantee undertaking or if the guarantor has consented to it that the creditor has a better right to the pledge also in respect of the new debt.

Having repaid the principal debt the guarantor is required, in order to ensure any potential right to a pledge, to notify the creditor in a permanent manner and provide the bank with sufficient evidence of payment.

9.3 Creditor's right to release yield from the pledge

The creditor has the right to deliver to the pledge owner the matured yield of the pledge and the rights related to the pledge without reducing the guarantor's liabilities.

10. Creditor's right to assign or divide the guarantee

The creditor and correspondingly later the assignee is entitled to assign or divide the guarantee 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 guarantee covers the creditor's claim as the assignor and the assignee's claim after the assignment. Such an assignment or division will not increase the guarantor's liability.

11. Recovery of payment

The guarantee always remains in force irrespective of payment of the principal debt if the principal debt is reactivated or reinstated under legislation, under some other decision of a court of justice or for some other similar reason.

12. Calling in of the principal debt

If the expiry of the principal debt requires termination or other expiration proceedings directed at the borrower, the creditor is entitled to demand payment from the guarantor only if the expiration proceedings have been directed at both the borrower and the guarantor.

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 creditor may demand the principal debt from the guarantor without a calling in measure concerning the borrower.

13. Guarantor's early repayment

A guarantor 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 creditor fees arising from discharging the principal debt, the guarantor must pay the same fees if he or she discharges the debt.

14. Use and checking of credit information and use of personal details

The bank uses the guarantor's personal data when granting credit and accepting a guarantee. Furthermore, the bank and any subsequent assignees use the guarantor's personal data when processing and controlling the credit and the guarantee. The personal data is obtained from the guarantor, from registers maintained by the authorities, such as the positive credit register maintained by the Tax Administration, 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 for the purpose of knowing the customer may be used for making the credit decision and for credit control. Nordea submits statutory and up-to-date data about the credit to the positive credit register.

The bank and any subsequent assignees are entitled to disclose personal data about the guarantor related to the acceptance, processing and controlling of the guarantee in connection with any assignment or division of the guarantee. Further details on the processing of personal data at Nordea can be obtained from Nordea's privacy policy, which is available on Nordea's website. You can also obtain the privacy policy by contacting Nordea.

15. Registration of the guarantor's payment defaults in the credit information register

The creditor is entitled to report to the credit information register, and the registrar to record, a default concerning a payment under the guarantee undertaking, when a payment has been delayed for at least 60 days from the sending of the notification referred to in clause 12 and the creditor and the borrower have not made a new agreement on repayment after the original due date or if such recording is otherwise permitted by legislation or a decision by the authorities.

16. Force majeure

Neither contracting party 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 such an assignee creditor that is a bank or a credit institution, the bank or such an assignee creditor may announce the matter in national newspapers or on its website.

17. Place of jurisdiction and applicable law

Any disputes arising from this agreement shall be settled by the Helsinki District Court. Guarantors are, however, entitled to submit disputes to the district court of the Finnish municipality in the jurisdiction of which the guarantor is domiciled or permanently resident. If the guarantor does not have permanent residence in Finland, disputes will be settled by the Helsinki District Court.

This guarantee is governed by Finnish law.

18. Right of withdrawal

The guarantor is entitled to withdraw from the guarantee undertaking made via distance selling by notifying the bank of this within 14 days of the date on which the guarantee was provided or of the later date on which the guarantor has received a permanent copy of the guarantee undertaking with the terms and conditions and the advance information. The notice of withdrawal can be made by calling Nordea Customer Service, by sending a message via Netbank's customer mail, in another electronic service approved by the bank, by letter or at any Nordea branch. The notice must specify the guarantee undertaking to be withdrawn from. If the guarantee undertaking includes several guarantors and one of the guarantors exerts his or her right of withdrawal, the notice of withdrawal automatically applies to the entire guarantee undertaking in regard to all the guarantors.

Once the bank has received the notice of withdrawal, it has the right to notify the borrower and other guarantor and the pledger of the withdrawal.

19. Supervisory authorities

Nordea Bank Abp's and Nordea Mortgage Bank Plc's operations and activities are supervised by:

European Central Bank (ECB)
Sonnemannstrasse 22
60314 Frankfurt am Main, Germany
Tel: +49 69 1344 0
www.ecb.europa.eu

Financial Supervisory Authority
Snellmaninkatu 6 / P.O. Box 103
00101 Helsinki, Finland
Tel: +358 (0)9 18351
E-mail: kirjaamo@fiva.fi
finanssivalvonta.fi/en

Other supervisory authorities for consumer customers are the Consumer Ombudsman, the Finnish Competition and Consumer Authority and the Regional State Administrative Agencies under the Finnish Competition and Consumer Authority:

Finnish Competition and Consumer Authority
P.O. Box 5
00531 Helsinki, Finland
Tel: +358 (0)29 505 300 (switchboard)
kkv.fi/en
avi.fi/en

20. Out of court redress mechanisms

If a dispute related to the guarantee cannot be solved in negotiations between the parties, a consumer may turn to the Finnish Financial Ombudsman Bureau (FINE) (fine.fi/en), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been processed by the Consumer Disputes Board or a court of justice. The easiest way to initiate the handling of a complaint is to send an online contact form at fine.fi/en.

Consumers are also entitled to file a complaint with the Consumer Disputes Board (kuluttajariita.fi/en). Before filing a complaint with the Consumer Disputes Board, consumers must contact the consumer rights advisers at a Local Register Office (kkv.fi/en/consumer-advice).