

# **Deed of Pledge**

Pledger: XX Bank (business ID)

Pledge:

- 1. Book-entry account No yyy in the Bank of Finland sub-register of XX Bank and any book-entry securities in this account as well as monetary amounts accumulated on income from, or upon maturity of, such book-entry securities. Any monetary amounts shall be kept separate on behalf of the pledger in the payment transfer account of Euroclear Finland Ltd. with the Bank of Finland.
- 2. Fixed-term deposits placed by the pledger with the Bank of Finland in the context of monetary policy operations.
- 3. Securities deposited on behalf of the pledger in central securities depositories abroad and transferred as collateral to the Bank of Finland or to be delivered in favour of the Bank of Finland via the cross-border use of triparty collateral management services.

### Amount of debt:

- 1. The intraday credit of XX Bank outstanding in TARGET2- Suomen Pankki.
- 2. The outstanding amount of marginal lending obtained by XX Bank.
- 3. Any monetary amounts deriving from monetary policy operations executed as collateralized loans and the margin requirements for repurchase agreements in the context of monetary policy operations.

Pledgee: The Bank of Finland

Terms of the pledge:

The pledge shall be registered in the book-entry account.

The pledger shall inform the Bank of Finland separately which of its fixed-term deposits placed in the context of monetary policy operations are pledged to the Bank of Finland.

The Bank of Finland shall determine the value of the collateral in accordance with the applicable Eurosystem risk management framework.

The Bank of Finland shall not have the right to repledge a pledge deposited as collateral.



Pledged collateral located abroad shall be governed by the provisions on the establishment of a binding pledge in the concerned foreign law.

Any interest and other income from the collateral, as well as any amounts due upon maturity, shall fall within the scope of the pledge. The Bank of Finland shall make these payments to the pledger if other collateral assets cover the amount of the debt.

## Realization 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 and without applying for a judgment or a decision, to immediately convert the pledge into a monetary amount in such manner as to protect the interests of the parties.

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

On the basis of the pledge, the Bank of Finland shall have the right to have the monetary amounts deposited in place of pledged book-entry securities transferred to itself or to set off their value against the debt.

Pledged securities located in a foreign country shall be realized in the manner applicable in the concerned country.

The Bank of Finland shall have the right to use monetary amounts obtained from realization to fulfil outstanding obligations. If the yield from the conversion of a pledge into a monetary amount exceeds the liabilities of XX Bank in accordance with this obligation, the Bank of Finland shall repay the surplus to XX Bank.

If there is more than one pledge, the Bank of Finland shall have the right to decide the order in which the pledges shall be converted into monetary amounts and their application in fulfilling the obligations.

The Bank of Finland shall without undue delay and if possible prior to converting the pledged assets into cash inform XX Bank of the realization of the pledge in writing to the address provided by the pledger.



## Force majeure:

The Counterparties shall not be liable for damages incurred by actions taken by another domestic or foreign authority, by war or threat of war, or by civil disturbance; or by a disturbance that is not attributable to the Counterparty and that essentially disrupts its operations in respect of automatic data processing, information transmission, postal services and telecommunications, or the supply of electricity; or by interruptions or delays in its operations or actions due to a fire or other similar catastrophe; or by an industrial action that essentially affects the Counterparty's operations, whether applying to all or only some of the employees of the Counterparty; or by unreasonable difficulties in the operations of the Counterparty due to some other comparable incident of force majeure or similar cause.

#### Commitment:

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

The pledger undertakes to ensure that the collateral requirement corresponding to the amount of the debt and/or the amount of intraday credit in the account held with TARGET2-Suomen Pankki is fulfilled at all times and to comply with the valid rules issued by the Bank of Finland as regards collateral and management thereof.

#### Governing law:

This agreement shall be governed by Finnish law.

Pledging of securities located abroad shall be governed by the provisions on establishment of a right of pledge and realization of pledged securities of the concerned foreign law.

The agreement has been concluded in two identical copies, one for each party.

Date