

## Agency Agreement

relating to the bond issue with ISIN FI4000571237 (the “Bonds”)

by and between

- A. CAPMAN OYJ, company reg. no. 0922445-7 (the “Issuer”); and
- B. NORDIC TRUSTEE OY, company reg. no. 2488240-7 (the “Agent”)

- Agent’s undertaking:** The Agent hereby undertakes to act as agent and, as applicable, security agent in accordance with the terms and conditions of the Bonds (the “Terms and Conditions”) and the related finance documents insofar as they explicitly refer to the Agent (in any capacity), provided that the Agent’s assignment as agent under the Terms and Conditions and the related finance documents is conditional upon the documents to which the Agent will be party is in form and substance satisfactory to the Agent.
- Power of Attorney:** The Issuer shall, upon the Agent’s written request, promptly issue a power of attorney to the Agent that may be required in order for the Agent to obtain information from the debt register (Fi: *haltijaluettelo*) kept by the relevant central securities depository.
- Issuer Portal:** Nordic Trustee’s issuer portal<sup>1</sup> (the “Issuer Portal”) is an integrated part of the Agent’s service offering as agent in respect of the Bonds. The Issuer is by signing this agreement granted access (for unlimited number of users within the Issuer’s organization) to the Issuer Portal in respect of the Bonds.
- Fees:** The Issuer undertakes to pay the below fees to the Agent (excl. VAT). [REDACTED]

Type of fee



Amount

5. [REDACTED]

<sup>1</sup> Please see product information online at <https://issuerportal.nordictrustee.com/about>.

<sup>2</sup> Including access for unlimited number of users within the Issuer’s organization to the Issuer Portal in respect of the Bonds.

<sup>3</sup> Rate depending on type of work, complexity of the matter and risks involved.

6. 
7. **Costs and expenses:** The Issuer shall cover all documented costs and expenses reasonably incurred by the Agent, including (but not limited to) costs for legal and financial advisors engaged by the Agent in accordance with the Terms and Conditions or otherwise as agreed between the Agent and the Issuer.
8. **Taxes:** The Issuer shall pay value added tax and other taxes or duties applicable.
9. **Payment terms:** Fees referred to herein shall be paid within (30) calendar days from the date of the relevant invoice, or otherwise within the period specified on the relevant invoice.
10. **Amendments:** No amendments to this agreement shall be valid unless in writing and agreed upon by both parties.
11. 
12. **Term of the agreement:** This agreement enters into force on the date on which it is signed by both parties hereto and terminates without further notice from any of the parties on the earlier of (i) when the Agent determines (acting reasonably) that all obligations of the Issuer and the Agent under the Terms and Conditions and related finance documents and this agreement have been fulfilled or (ii) when the Agent has resigned or been replaced in accordance with the Terms and Conditions. Following the termination of this Agreement, the Issuer will cease to have access to the Issuer Portal in respect of the Bonds (unless otherwise agreed with the Agent).
13. **Governing law and disputes:** Finnish law shall exclusively govern this agreement and any non-contractual obligations arising out of, or in connection with this agreement. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland, and the language of arbitration shall be Finnish.
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Date:

CAPMAN OYJ

as Issuer



\_\_\_\_\_  
Pia Käll

\_\_\_\_\_  
[Name]

CEO

[Title]

Date: 20.5.2024

NORDIC TRUSTEE OY

as Agent



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Henri Kaasalainen

Country Manager

