

Dated 19 March

FINGRID OYJ
as Issuer

CITICORP TRUSTEE COMPANY LIMITED
as Trustee

CITIBANK, N.A., LONDON BRANCH
as Issuing and Paying Agent, Transfer Agent and
Calculation Agent

CITIGROUP GLOBAL MARKETS EUROPE AG
as Registrar

CITIBANK EUROPE PLC, IRELAND
as Paying Agent

AMENDED AND RESTATED AGENCY AGREEMENT

relating to
€1,500,000,000 Debt Issuance Programme

arranged by
ING BANK N.V.

Table of Contents

Contents	Page
1 Definitions and Interpretation.....	3
2 Appointment and Duties	6
3 Issue of Notes and Certificates.....	8
4 Payment.....	12
5 Repayment	14
6 Early Redemption and Exercise of Options.....	14
7 Cancellation, Destruction, Records and Reporting Requirements	16
8 Coupon Sheets	17
9 Replacement Notes, Certificates, Coupons and Talons	17
10 Additional Duties of the Transfer Agents	18
11 Additional Duties of the Registrar	18
12 Regulations concerning Registered Notes	19
13 Documents and Forms	19
14 Duties of Calculation Agent	20
15 Fees and Expenses	21
16 Indemnity	21
17 General	21
18 Changes in Agents.....	23
19 Communications	24
20 Notices.....	25
21 Counterparts	25
22 Governing Law, Jurisdiction and Service of Process	25
Schedule 1 Form of Exercise Notice for Redemption Option	27
Schedule 2 Form of Exchange Notice.....	29
Schedule 3 Regulations Concerning the Transfer, Registration and Exchange of Notes.....	31
Schedule 4 Accountholder Certificate of Non-U.S. Citizenship and Residency.....	32
Schedule 5 Clearing System Certificate of Non-U.S. Citizenship and Residency	34

Schedule 6 Obligations Regarding Notes in NGN form and Registered Notes held under the NSS	36
Schedule 7 Issuer’s Letter to Issuing and Paying Agent regarding Eurosystem eligibility	38

This Amended and Restated Agency Agreement is made on 19 March 2021 between:

- (1) **FINGRID OYJ** of Läkkipäntie 21, 00620 Helsinki ("**Fingrid**" or the "**Issuer**");
- (2) **CITICORP TRUSTEE COMPANY LIMITED** (the "**Trustee**"), which expression includes any other trustee for the time being of the Trust Deed referred to below;
- (3) **CITIBANK, N.A., LONDON BRANCH** as Issuing and Paying Agent, Transfer Agent and Calculation Agent;
- (4) **CITIGROUP GLOBAL MARKETS EUROPE AG** as Registrar; and
- (5) **CITIBANK EUROPE PLC, IRELAND** as Paying Agent.

Whereas

- (A) The Issuer proposes to issue from time to time debt securities pursuant to this Agreement (the "**Notes**", which expression shall, if the context so admits, include the Global Notes (in temporary or permanent form) to be initially delivered in respect of Notes) in an aggregate principal amount outstanding at any one time not exceeding the Programme Limit (the "**Programme**").
- (B) The Notes will be constituted by a Trust Deed (the "**Trust Deed**") dated the date of this Agreement between the Issuer and the Trustee.
- (C) This is the Agency Agreement referred to in the Trust Deed.
- (D) The parties wish to amend and restate the amended and restated agency agreement dated 14 November 2013 (the "**Original Agency Agreement**").

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

Capitalised terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in the Trust Deed and the following terms shall have the following meanings:

"Agents" means the Issuing and Paying Agent, the Paying Agents, the Calculation Agent, the Registrar and the Transfer Agents or any of them and shall include such other Agent or Agents as may be appointed from time to time hereunder and, except in Clause 18 (*Changes in Agents*), references to Agents are to them acting solely through their specified offices;

"Applicable Law" means any law or regulation;

"Authority" means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction;

"Business Day" means, in respect of each Note, a day (i) other than a Saturday or Sunday on which Euroclear and Clearstream, Luxembourg are operating, (ii) on which banks and foreign exchange markets are open for general business in the city of the Issuing and Paying Agent's specified office and (iii) (if a payment is to be made on that day) on which banks and foreign exchange markets are open for general business in the principal

financial centre for the currency of the payment or, in the case of euro, on which the TARGET System is operating;

“Calculation Agent” means Citibank, N.A., London Branch as Calculation Agent hereunder (or such other Calculation Agent(s) as may be appointed hereunder from time to time either generally or in relation to a specific issue or Series of Notes);

“CGN” means a temporary Global Note in the form set out in Schedule 1 or a permanent Global Note in the form set out in Schedule 2, in each case, to the Trust Deed;

“Clearstream, Luxembourg” means Clearstream Banking S.A.;

“Code” means the U.S. Internal Revenue Code of 1986, as amended;

“Common Depositary” means, in relation to a Series, a depositary common to Euroclear and Clearstream, Luxembourg;

“Common Safekeeper” means, in relation to a Series where the relevant Global Note is an NGN or the relevant Global Certificate is held under the NSS, the common safekeeper for Euroclear and/or Clearstream, Luxembourg appointed in respect of such Notes;

“Common Service Provider” means, in relation to a Series where the relevant Global Note is an NGN or the relevant Global Certificate is held under the NSS, the common service provider for Euroclear and/or Clearstream, Luxembourg appointed in respect of such Notes;

“Exchange Notice” means a notice substantially in the form set out in Schedule 2 by which a holder of one or more Exchangeable Bearer Notes may request their exchange for an equal aggregate principal amount of Registered Notes;

“Exercise Notice” has the meaning given to it in the Conditions and, in the case of a Noteholders’ redemption option, shall be substantially in the form set out in Schedule 1;

“FATCA Withholding” means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto;

“Issue Date” means, in relation to any Tranche, the date on which the Notes of that Tranche have been issued or, if not yet issued, the date agreed for their issue between the Issuer and the Relevant Dealer(s);

“Issuing and Paying Agent” means Citibank, N.A., London Branch as Issuing and Paying Agent hereunder (or such other Issuing and Paying Agent as may be appointed from time to time hereunder);

“NGN” means a temporary Global Note in the form set out in Schedule 3 or a permanent Global Note in the form set out in Schedule 4, in each case, to the Trust Deed;

“NSS” means the new safekeeping structure which applies to Registered Notes held in global form by a Common Safekeeper for Euroclear and Clearstream, Luxembourg and which is required for such Registered Notes to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations;

“Paying Agents” means the Issuing and Paying Agent and the Paying Agents referred to above and such further or other Paying Agent or Agents as may be appointed from time to time hereunder;

“Register” means the register referred to in Clause 11 (*Additional Duties of the Registrar*);

“Registrar” means Citigroup Global Markets Europe AG as Registrar hereunder (or such other Registrar as may be appointed hereunder either generally or in relation to a specific Series of Notes);

“Regulations” means the regulations referred to in Clause 12 (*Regulations Concerning Registered Notes*);

“Subscription Agreement” means an agreement between the Issuer and two or more Dealers made pursuant to Clause 2.2 of the Programme Agreement;

“Syndicated Issue” means an issue of Notes pursuant to Clause 2.2 of the Programme Agreement;

“Tax” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax; and

“Transfer Agents” means the Transfer Agents referred to above and such further or other Transfer Agent or Agents as may be appointed from time to time hereunder either generally or in relation to a specific Series of Notes.

1.2 Construction of Certain References

References to:

- 1.2.1 the records of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interests in the Notes;
- 1.2.2 other capitalised terms not defined in this Agreement are to those terms as defined in the Conditions;
- 1.2.3 principal and interest shall be construed in accordance with Condition 8; and
- 1.2.4 costs, charges, remuneration or expenses include any value added, turnover or similar tax charged in respect thereof.

1.3 Headings

Headings shall be ignored in construing this Agreement.

1.4 Contracts

References in this Agreement to this Agreement or any other document are to this Agreement or those documents as amended, supplemented or replaced from time to time in relation to the Programme and include any document which amends, supplements or replaces them.

1.5 Schedules

The Schedules are part of this Agreement and have effect accordingly.

1.6 Alternative Clearing System

References in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer, the Registrar and the Issuing and Paying Agent. In the case of NGNs or Global Certificates held under the NSS, such alternative clearing system must also be authorised to hold such Notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations.

1.7 Amendment and Restatement

With effect from the date hereof the provisions of the Original Agency Agreement shall be amended and restated and shall take effect in the form set out in this Agency Agreement and all references to the “**Agency Agreement**”, this “**Agency Agreement**”, “**hereof**”, “**hereunder**” and expressions of similar import in this Agency Agreement shall be construed as references to the Original Agency Agreement as so amended and restated.

1.8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

2 Appointment and Duties

2.1 Issuing and Paying Agent and Registrar

The Issuer appoints Citibank, N.A., London Branch at its specified office in London as Issuing and Paying Agent in respect of each Series of Notes in accordance with the Conditions and Citigroup Global Markets Europe AG at its specified office in Frankfurt as Registrar in respect of each Series of Registered Notes in accordance with the Conditions.

2.2 Paying Agents and Transfer Agents

The Issuer appoints Citibank Europe plc, Ireland at its specified office in Dublin as Paying Agent in respect of each Series of Bearer Notes and Exchangeable Bearer Notes in accordance with the Conditions and Citibank, N.A., London Branch at its specified offices in London as Transfer Agent in respect of each Series of Exchangeable Bearer Notes and Registered Notes in accordance with the Conditions, unless the Final Terms relating to a Series of Notes lists the Agents appointed in respect of that Series, in which case, only those persons acting through their specified offices shall be appointed in respect of that Series.

2.3 Calculation Agent

Citibank, N.A., London Branch at its specified office in London may be appointed as Calculation Agent in respect of any Series of Notes by agreement with the Issuer. Citibank, N.A., London Branch shall be treated as having agreed to act as Calculation Agent in respect of a Series if it shall have been named as Calculation Agent and so notified by the Issuer no later than four Business Days before the Issue Date or, if earlier, the first date on which it is required to make any calculation or determination and shall not have notified the Issuer that it does not wish to be so appointed within two Business Days of having been so named.

2.4 Agents' Duties

The obligations of the Agents are several and not joint. Each Agent undertakes to the Issuer to perform such duties, and shall be obliged to perform only such duties, as are specifically set out in this Agreement (including Schedule 6 in the case of the Issuing and Paying Agent and the Registrar where the relevant Notes are represented by a NGN or which are held under the NSS), the Conditions and the Procedures Memorandum and any duties necessarily incidental to them. No implied duties or obligations shall be read into any such documents. No Agent shall be obliged to perform additional duties set out in any Final Terms and thereby incorporated into the Conditions unless it shall have previously agreed to perform such duties. If the Conditions are amended on or after a date on which any Agent accepts any appointment in a way that affects the duties expressed to be performed by such Agent, it shall not be obliged to perform such duties as so amended unless it has first approved the relevant amendment. No Agent shall be under any obligation to take any action under this Agreement that it expects, and has so notified the Issuer in writing, will result in any expense to or liability of such Agent, the payment of which is not, in its opinion, assured to it within a reasonable time. In the case of Notes represented by a NGN or Global Certificates which are held under the NSS, each of the Agents (other than the Issuing and Paying Agent or the Registrar, as the case may be) agrees that if any information required by the Issuing and Paying Agent or the Registrar to perform the duties set out in Schedule 6 becomes known to it, it will promptly provide such information to the Issuing and Paying Agent or the Registrar, as the case may be.

2.5 Agents to Act for Trustee

The Agents shall, on notice in writing by the Trustee to the Issuer and the Agents at any time after an Event of Default or Potential Event of Default has occurred in relation to a particular Series and until notified in writing by the Trustee to the contrary, so far as permitted by any Applicable Law:

- 2.5.1** act as Agents of the Trustee under the Trust Deed and the Notes of such Series on the terms of this Agreement (with consequential amendments as necessary and except that the Trustee's liability under this Agreement for the indemnification, remuneration and all other expenses of the Agents will be limited to the amounts for the time being held by the Trustee in respect of such Series on the terms of the Trust Deed) and thereafter to hold all Notes, Certificates, Coupons and Talons of such Series and all moneys, documents and records held by them in respect of Notes, Certificates, Coupons and Talons of such Series to the order of the Trustee; or
- 2.5.2** deliver all Notes, Coupons and Talons of such Series and all moneys, documents and records (save those required to be retained by law or regulation) held by them in respect of the Notes, Coupons and Talons of such Series to the Trustee or as the Trustee directs in such notice.

2.6 Notices of Change of Trustee

The Issuer shall forthwith give notice to each of the Agents of any change in the person or persons comprising the Trustee.

2.7 Common Safekeeper

In relation to each Series where the relevant Global Note is in NGN form or the relevant Global Certificate is held under the NSS, the Issuer hereby authorises and instructs the

Issuing and Paying Agent to elect Euroclear/Clearstream Banking as Common Safekeeper. From time to time, the Issuer and the Agent may agree to vary this election. The Issuer acknowledges that any such election is subject to the right of Euroclear and Clearstream, Luxembourg to jointly determine that the other shall act as Common Safekeeper in relation to any such issue and agrees that no liability shall attach to the Issuing and Paying Agent in respect of any such election made by it.

3 Issue of Notes and Certificates

3.1 Preconditions to Issue

The Issuer shall not agree to any Issue Date unless it is a Business Day. No later than five Business Days before issuing any Notes that are intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg the Issuer shall inform the Issuing and Paying Agent of its wish to issue such Notes and shall agree with the Issuing and Paying Agent the procedure for issuing such Notes, in the case of Notes that are to be cleared through such other clearing system, which agreement shall cover the time, date and place for the delivery of the relevant Global Note by the Issuing and Paying Agent, whether such delivery is to be free of payment or against payment, an appropriate method for determining non-U.S. beneficial ownership or Notes in accordance with applicable United States law and the method by which the Issuing and Paying Agent is to receive any payment, and hold any moneys, on behalf of the Issuer.

3.2 Notification

Not later than the time specified in the Procedures Memorandum, the Issuer shall in respect of each Tranche notify and/or confirm to the Issuing and Paying Agent by fax, tested telex or in writing all such information as the Issuing and Paying Agent may reasonably require for it to carry out its functions as contemplated by this Clause.

3.3 Issue of Certificates and Global Notes

Upon receipt by the Issuing and Paying Agent of the information enabling it, and instructions, to do so, the Issuing and Paying Agent shall, in the case of Bearer Notes, prepare and complete a temporary or, as the case may be, permanent Global Note in an aggregate principal amount equal to that of the Tranche to be issued or, in the case of Registered Notes, notify the Registrar of all relevant information. The Issuing and Paying Agent (unless otherwise agreed with the Registrar) shall complete one or more Certificates in an aggregate principal amount equal to that of the Tranche to be issued and shall authenticate each Certificate.

3.4 Delivery of Certificates and Global Notes

Immediately before the issue of any Global Note, the Issuing and Paying Agent (or its agent on its behalf) shall authenticate it in accordance with the provisions of the Trust Deed. Following authentication of any Global Note or receipt of any Certificate, the Issuing and Paying Agent shall (in the case of any unauthenticated Certificate, after first authenticating it as, or as agent for, the Registrar) deliver it:

- 3.4.1** in the case of a Tranche (other than for a Syndicated Issue) intended to be cleared through a clearing system, on the Business Day immediately preceding its Issue Date: (i) save in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Depository or to such clearing

system or other depository for a clearing system as shall have been agreed between the Issuer and the Issuing and Paying Agent, and (ii) in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Safekeeper together with instructions to the Common Safekeeper to effectuate the same, together with instructions to the clearing systems to whom (or to whose depository or Common Safekeeper) such Global Note or Global Certificate has been delivered to credit the underlying Notes represented by such Global Note or Global Certificate to the securities account(s) at such clearing systems that have been notified to the Issuing and Paying Agent by the Issuer on a delivery against payment basis or, if notified to the Issuing and Paying Agent by the Issuer, on a delivery free of payment basis or

- 3.4.2** in the case of a Syndicated Issue, on the Issue Date at or about the time specified in the relevant Subscription Agreement: (i) save in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to, or to the order of, the lead manager of such Syndicated Issue at such place in London as shall be specified in the relevant Subscription Agreement (or such other time, date and/or place as may have been agreed between the Issuer and the Issuing and Paying Agent) and (ii) in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Safekeeper together with instructions to effectuate the same (if applicable), in each case against the delivery to the Issuing and Paying Agent of evidence that instruction for payment of the subscription moneys due to the Issuer been made, such evidence to be in the form set out in such Subscription Agreement or
- 3.4.3** otherwise, at such time, on such date, to such person and in such place as may have been agreed between the Issuer and the Issuing and Paying Agent.

Where the Issuing and Paying Agent or Registrar delivers any authenticated Global Note or Global Certificate to the Common Safekeeper for effectuation using electronic means, it is authorised and instructed to destroy the Global Note or Global Certificate retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note or Global Certificate has been effectuated. The Issuing and Paying Agent shall immediately notify the Registrar if for any reason a Certificate is not delivered in accordance with the Issuer's instructions. Failing any such notification, the Registrar shall cause an appropriate entry to be made in the Register to reflect the issue of the Notes to the person(s) whose name and address appears on each such Certificate on the Issue Date (if any).

3.5 Clearing Systems

In delivering any Global Note or Global Certificate in accordance with Clause 3.4.1 (*Delivery of Certificates and Global Notes*), the Issuing and Paying Agent shall (i) inform the relevant clearing systems whether or not such Global Note or Global Certificate (as the case may be) is intended to be held in a manner which would allow Eurosystem eligibility, provided that the Notes are issued in NGN form or held under the NSS (as the case may be) and it has received a letter from the Issuer substantially in the form set out at Schedule 7, and (ii) give instructions to the relevant clearing system to hold the Notes represented by it to the order of the Issuing and Paying Agent pending transfer to the securities account(s) referred to in Clause 3.4.1 (*Delivery of Certificates and Global Notes*). Upon payment for any such Notes being made to the Issuing and Paying Agent, it shall transfer such payment to the account notified to it by the Issuer. For so long as any such Note continues

to be held to the order of the Issuing and Paying Agent, the Issuing and Paying Agent shall hold such Note to the order of the Issuer.

3.6 Advance Payment

If the Issuing and Paying Agent pays an amount (the “**Advance**”) to the Issuer on the basis that a payment (the “**Payment**”) has been, or will be, received from any person and if the Payment has not been, or is not, received by the Issuing and Paying Agent on the date the Issuing and Paying Agent pays the Issuer, the Issuer shall on demand reimburse the Issuing and Paying Agent the Advance and pay interest to the Issuing and Paying Agent on the outstanding amount of the Advance from the date on which it is paid out to (but excluding) the earlier of the date of reimbursement and receipt by the Issuing and Paying Agent of the Advance at the rate per annum equal to the cost to the Issuing and Paying Agent of funding such amount. Such interest shall be compounded daily.

3.7 Exchange for Permanent Global Notes, Definitive Notes and Registered Notes

On and after the due date for exchange of any temporary Global Note which is exchangeable for a permanent Global Note, the Issuing and Paying Agent shall, on presentation to it or to its order of the temporary Global Note, prepare and complete a permanent Global Note, authenticate it in accordance with the provisions of the Trust Deed (or cause its agent on its behalf to do so), and in the case of a permanent Global Note which is a NGN, deliver the permanent Global Note to the Common Safekeeper which is holding the temporary Global Note representing the Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg together with instructions to the Common Safekeeper to effectuate the same, and, in each case, procure the exchange of interests in such temporary Global Note for interests in an equal principal amount of such permanent Global Note in accordance with such temporary Global Note. On or after the due date for exchange of any Global Note which is exchangeable for Definitive Notes or Registered Notes, the Issuing and Paying Agent shall, on presentation to it or to its order of the Global Note, procure the exchange of interests in such Global Note for Definitive Notes (if applicable, having attached Coupons and/or a Talon other than any that mature on or before the relevant date for exchange) or, in its capacity as a Transfer Agent, take the action required of it in accordance with Clause 10 (*Additional Duties of the Transfer Agents*) in respect of any interest in an Exchangeable Bearer Note submitted for exchange for Registered Notes, in each case in a principal amount equal to that portion of such Global Note submitted for exchange in accordance with such Global Note.

3.8 Signing of Notes, Certificates, Coupons and Talons

The Notes, Certificates, Coupons and Talons shall be signed manually or in facsimile on behalf of the Issuer by a duly authorised signatory of the Issuer. The Issuer shall promptly notify the Issuing and Paying Agent of any change in the names of the person or persons whose signature is to be used on any Note or Certificate, and shall if necessary provide new master Global Notes and Certificates reflecting such changes. The Issuer may however adopt and use the signature of any person who at the date of signing a Note, Certificate, Coupon or Talon is a duly authorised signatory of the Issuer even if, before the Note, Certificate, Coupon or Talon is issued, he ceases for whatever reason to hold such office and the Notes, Certificates, Coupons or Talons issued in such circumstances shall nevertheless be (or, in the case of Certificates, represent) valid and binding obligations of the Issuer (unless the Issuer gives notice to the Issuing and Paying Agent that Notes, Certificates, Coupons and Talons signed by that person do not constitute valid and binding

obligations of the Issuer or otherwise until replacements have been provided to the Issuing and Paying Agent). Definitive Notes, Coupons and Talons shall be security printed, and Certificates shall be printed, in accordance with all applicable stock exchange requirements.

3.9 Details of Notes and Certificates Delivered

As soon as practicable after delivering any Global Note, Global Certificate or Definitive Note, the Issuing and Paying Agent or the Registrar, as the case may be, shall supply to the Issuer, the Trustee and the other Agents all relevant details of the Notes or Certificates delivered, in such format as it shall from time to time agree with the Issuer.

3.10 Cancellation

If any Note in respect of which information has been supplied under Clause 3.2 (*Notification*) is not to be issued on a given Issue Date, the Issuer shall immediately (and, in any event, prior to the Issue Date) notify the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar. Upon receipt of such notice, neither the Issuing and Paying Agent nor the Registrar shall thereafter issue or release the relevant Note(s) or Certificate(s) but shall cancel and, unless otherwise instructed by the Issuer, destroy them.

3.11 Outstanding Amount

The Issuing and Paying Agent shall, upon request from the Issuer, the Trustee or any Dealer, inform such person of the aggregate principal amount of Notes, or Notes of any particular Series, then outstanding at the time of such request. In the case of Notes represented by a NGN, the nominal amount of Notes represented by such NGN shall be the aggregate amount from time to time entered in the records of both Euroclear and Clearstream, Luxembourg. The records of Euroclear and Clearstream, Luxembourg shall be conclusive evidence of the nominal amount of Notes represented by the relevant NGN and for such purposes, a statement issued by Euroclear or Clearstream, Luxembourg stating the nominal amount of Notes represented by the relevant NGN at any time shall be conclusive evidence of the records of the relevant clearing systems at that time. Payments made by the Issuer in respect of Notes represented by a NGN shall discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing systems shall not affect such discharge.

3.12 Procedures Memorandum

The Issuer shall furnish a copy of the Procedures Memorandum from time to time in effect to the Issuing and Paying Agent and the Registrar. The parties agree that all issues of Notes (other than Syndicated Issues) shall be made in accordance with the Procedures Memorandum unless the Issuer, the Relevant Dealer(s), the Trustee (if affected by any proposed change), the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar agree otherwise in respect of any issue. The Procedures Memorandum may only be amended with the consent of the Issuer, the Relevant Dealer(s), the Trustee (if affected by any proposed change), the Issuing and Paying Agent and the Registrar.

4 Payment

4.1 Payment to the Issuing and Paying Agent

The Issuer shall, not later than 11.00 a.m. in the principal financial centre for the currency in which the Notes are denominated (or, where the Notes are denominated in euro, in the jurisdiction in which the account specified by the Issuing and Paying Agent is located), on each date on which any payment in respect of the Notes becomes due, transfer to the Issuing and Paying Agent such amount as may be required for the purposes of such payment. In this Clause, the date on which a payment in respect of the Notes becomes due means the first date on which the holder of a Note or Coupon could claim the relevant payment by transfer to an account under the Conditions, but disregarding the necessity for it to be a business day in any particular place of presentation.

4.2 Pre-advice of Payment

The Issuer shall ensure that no later than 10.00 am (local time in the city of the Issuing and Paying Agent's specified office) on the second Business Day preceding the date on which any payment is to be made to the Issuing and Paying Agent pursuant to Clause 4.1 (*Payment to the Issuing and Paying Agent*), the Issuing and Paying Agent shall receive a copy of an irrevocable payment instructions from the Issuer to the bank through which the payment is to be made, or a tested telex or authenticated SWIFT confirmation from such bank, in any such case, confirming the relevant account details, the amount to be paid and the value date for such payment.

4.3 Payment by Agents

Unless they receive a notification from the Issuing and Paying Agent under Clause 4.4 (*Notification of Non-payment*) and subject as provided in Clause 4.6 (*Suspension of Payment by Agents*), each of the Paying Agents, in the case of Bearer Notes, each of the Registrar and the Transfer Agents, in the case of the final payment in respect of any Series of Registered Notes, and the Registrar, in the case of all other payments in respect of Registered Notes, shall, subject to and in accordance with the Conditions, pay or cause to be paid on behalf of the Issuer on and after each due date therefor all amounts due in respect of the Notes and Coupons and shall be entitled to claim any amounts so paid from the Issuing and Paying Agent.

4.4 Notification of Non-payment

The Issuing and Paying Agent shall as soon as practicable after 11.00 am in the principal financial centre of the Notes on each date on which any payment in respect of the Notes becomes due notify by fax each of the other Agents, the Issuer and the Trustee if it has not received the amount referred to in Clause 4.1 (*Payment to the Issuing and Paying Agent*) unless it is satisfied that it will receive such amount.

4.5 Late Payment

The Issuing and Paying Agent shall forthwith notify by fax each of the other Agents, the Issuer, the Trustee, and, if requested by the Trustee, the Noteholders if at any time following the giving of a notice by the Issuing and Paying Agent under Clause 4.4 (*Notification of Non-payment*) either any payment provided for in Clause 4.1 (*Payment to the Issuing and Paying Agent*) is made on or after its due date but otherwise in accordance

with this Agreement or the Issuing and Paying Agent is satisfied that it will receive such payment.

4.6 Suspension of Payment by Agents

Upon receipt of a notice from the Issuing and Paying Agent under Clause 4.4 (*Notification of Non-payment*), each Agent shall cease making payments in accordance with Clause 4.3 (*Payment by Agents*) as soon as is reasonably practicable. Upon receipt of a notice from the Issuing and Paying Agent under Clause 4.5 (*Late Payment*), each Agent shall make, or shall recommence making, payments in accordance with Clause 4.3 (*Payment by Agents*).

4.7 Reimbursement of Agents

Subject to receipt of funds pursuant to Clause 4.1 (*Payment to the Issuing and Paying Agent*), the Issuing and Paying Agent shall on demand promptly reimburse each Agent for payments in respect of the Notes and Coupons properly made by it in accordance with the Conditions and this Agreement.

4.8 Method of Payment to Issuing and Paying Agent

All sums payable to the Issuing and Paying Agent hereunder shall be paid in the currency in which such sums are denominated and in immediately available or same day funds to such account with such bank as the Issuing and Paying Agent may from time to time notify to the Issuer and the Trustee.

4.9 Moneys held by Issuing and Paying Agent

The Issuing and Paying Agent may deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers except that (1) it may not exercise any lien, right of set-off or similar claim in respect of them and (2) it shall not be liable to anyone for interest on any sums held by it under this Agreement. No money held by any Agent need be segregated except as required by law.

4.10 Partial Payments

If on presentation of a Note, Certificate or Coupon only part of the amount payable in respect of it is paid (except as a result of a deduction of tax permitted by the Conditions), the Agent to whom it is presented shall procure, in the case of a Global Note which is a CGN, that it is enfaced with a memorandum of the amount paid and the date of payment and shall return it to the person who presented it. Upon making payment of only part of the amount payable in respect of any Registered Note or being informed of any such partial payment by a Transfer Agent, the Registrar shall make a note of the details of such payment in the Register. In the case of a Global Note which is a NGN, the Agent to whom such Note, Certificate, or Coupon is presented shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such shortfall in payment.

4.11 Interest

If the Issuing and Paying Agent pays out any amount due in respect of the Notes in accordance with the Conditions or due in accordance with Clause 4.7 (*Reimbursement of Agents*) before receipt of the amount due under Clause 4.1 (*Payment to the Issuing and Paying Agent*), the Issuer shall on demand reimburse the Issuing and Paying Agent for the relevant amount and pay interest to the Issuing and Paying Agent on such amount that is

outstanding from the date on which it is paid out to the date of reimbursement at the rate per annum equal to the cost to the Issuing and Paying Agent of funding the amount paid out, as certified by the Issuing and Paying Agent to the Issuer. Such interest shall be compounded daily.

4.12 Agent Right to Withhold

Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under any Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 4.12.

4.13 Issuer Right to Redirect

In the event that the Issuer determines in its sole discretion that any deduction or withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Notes, then the Issuer will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deduction or withholding provided that, any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement and the Trust Deed. The Issuer will promptly notify the Agents and the Trustee of any such redirection or reorganisation. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 4.13.

5 Repayment

If claims in respect of any Note or Coupon become void or prescribed under the Conditions, the Issuing and Paying Agent shall forthwith repay to the Issuer the amount that would have been due on such Note or Coupon if it or the relative Certificate had been presented for payment before such claims became void or prescribed. Subject to Clause 18 (*Changes in Agents*), the Issuing and Paying Agent shall not however be otherwise required or entitled to repay any sums received by it under this Agreement.

6 Early Redemption and Exercise of Options

6.1 Notice to Issuing and Paying Agent

If the Issuer intends (other than consequent upon an Event of Default or any right of the holder to require redemption) to redeem all or any of the Notes of any Series before their stated maturity date or to exercise any Issuer's option in the Conditions it shall, at least 14 days before the latest date for the publication of the notice of redemption or of exercise of any Issuer's option required to be given to Noteholders, give notice of such intention to the Issuing and Paying Agent and to the Trustee stating the date on which such Notes are

to be redeemed or such option is to be exercised and the principal amount of Notes to be redeemed or subject to the option.

6.2 Drawing on Partial Redemption or Exercise of Option

If some only of the Notes of a Series are to be redeemed, or subject to the exercise of any Issuer's option, in the case of Notes in definitive form on such date the Issuing and Paying Agent shall make the drawing that is required in accordance with the Conditions and the Trustee shall be entitled to send representatives to attend such drawing (subject always to the provisions of any Global Note representing the Notes of such Series).

6.3 Notice to Noteholders

The Issuing and Paying Agent shall at the expense of the Issuer publish any notice to Noteholders required in connection with any such redemption or exercise of any Issuer's option and shall at the same time also publish a separate list of the certificate numbers of any Bearer Notes previously drawn and not presented either for payment or as may otherwise be required pursuant to any Issuer's option and of the principal amount of Registered Notes drawn and in respect of which the related Certificates have not been so presented. Such notice shall specify the date fixed for redemption or exercise of any option, the redemption price and the manner in which redemption will be effected or the terms of the exercise of such option and, in the case of a partial redemption or exercise of any option, the certificate numbers of the Bearer Notes drawn and the principal amount of Registered Notes drawn. In addition, the Issuing and Paying Agent shall send to each holder of Registered Notes that are called in whole or in part for redemption or exercise of any option, at its address shown in the Register, a copy of such notice together with details of such holder's Registered Notes called for redemption or subject to any option and the extent of such redemption or the terms of the exercise of such option.

6.4 Option Exercise Notices

The Paying Agent with which a Bearer Note or the Transfer Agent with which a Certificate is deposited in a valid exercise of any Noteholders' option shall hold such Note (together with any Coupons or Talon relating to it deposited with it) or Certificate on behalf of the depositing Noteholder (but shall not, save as provided below, release it) until the due date for redemption of, or exercise of the option relating to, the relevant Note(s) consequent upon the exercise of such option, when, in the case of an option to redeem, and subject as provided below, it shall present any such Note, Certificate, Coupons and Talon to itself for payment of the amount due in accordance with the Conditions and shall pay such moneys in accordance with the directions of the Noteholder contained in the Exercise Notice. In the event of the exercise of any other option, each Agent shall take the steps required of it in the Conditions and, in the case of Registered Notes, Clauses 10 (*Additional Duties of the Transfer Agents*) and 11 (*Additional Duties of the Registrar*). If any such Note becomes immediately due and payable before the due date for its redemption or exercise of the option, or if upon due presentation payment of the amount due is improperly withheld or refused or exercise of the option is improperly denied, the Agent concerned shall mail such Note (and any related Coupons or Talon) or its Certificate by uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent) to such address as may have been given by the Noteholder in the Exercise Notice or, in the case of Registered Notes where no address has been given, to the address appearing in the Register. At the end of each period for the exercise of any such option, each Agent shall promptly notify the

Issuing and Paying Agent of the principal amount of the Notes in respect of which such option has been exercised with it together with their certificate numbers (or those of the Certificates representing them) and the Issuing and Paying Agent shall promptly notify such details to the Issuer and the Trustee.

7 Cancellation, Destruction, Records and Reporting Requirements

7.1 Cancellation

All Bearer Notes that are redeemed (together with such unmatured Coupons or unexchanged Talons as are attached to or are surrendered with them at the time of such redemption), all Certificates representing Registered Notes that are redeemed, all Coupons that are paid in full and all Talons that have been exchanged for Coupon sheets shall be cancelled forthwith by the Paying Agent or Transfer Agent through which they are redeemed, paid or exchanged. Such Paying Agent or Transfer Agent shall send to the Issuing and Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, the details required by such person for the purposes of this Clause and the cancelled Notes, Coupons, Talons and/or Certificates.

7.2 Cancellation by Issuer

If the Issuer or any of its Subsidiaries purchase any Notes that are to be cancelled in accordance with the Conditions, the Issuer shall forthwith cancel them or procure their cancellation, promptly inform the Issuing and Paying Agent or the Registrar, as the case may be in writing, and send them (if in definitive bearer form) to the Issuing and Paying Agent.

7.3 Certificate of Issuing and Paying Agent or Registrar

The Issuing and Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes shall, as soon as possible and in any event within three months after the date of any such redemption, payment, exchange or purchase, send to the Issuer and the Trustee a certificate stating (1) the aggregate principal amount of Notes that have been redeemed and cancelled and the aggregate amount paid in respect of any related Coupons that have been paid and cancelled or in respect of interest paid on a Global Note, (2) the certificate numbers of such Notes (or of the Certificates representing them), (3) the total number by maturity dates of such Coupons, (4) the certificate numbers and maturity dates of such Talons and (5) the total number and maturity dates of unmatured Coupons, and the certificate numbers and maturity dates of unmatured Talons, not surrendered with Bearer Notes redeemed, in each case distinguishing between Bearer Notes of each Series and denomination (and any Coupons and Talons relating to them) and Registered Notes of each Series.

7.4 Destruction

Unless otherwise instructed by the Issuer or unless, in the case of the Global Note, it is to be returned to its holder in accordance with its terms, the Issuing and Paying Agent, in the case of Bearer Notes, and the Registrar, in the case of Registered Notes (or the designated agent of either), shall destroy the cancelled Bearer Notes, Coupons and Talons and/or Certificates in its possession and shall send the Issuer and the Trustee a certificate giving the certificate numbers of such Notes (or of the Certificates representing them) in numerical sequence, the maturity dates and certificate numbers (in numerical sequence) of

such Talons and the total numbers by maturity date of such Coupons, in each case distinguishing between Bearer Notes of each Series and denomination (and any Coupons and Talons relating to them) and Registered Notes of each Series and Coupons and Talons that have been paid or exchanged and those that have been surrendered for cancellation before their due date.

7.5 Records

The Issuing and Paying Agent shall keep a full and complete record of all Bearer Notes, Coupons and Talons (other than the certificate numbers of Coupons) and of their redemption, purchase, payment, exchange, cancellation, replacement and destruction and make such records available at all reasonable times to the Issuer and the Trustee and any persons authorised by any of them for inspection and for taking copies thereof or extracts therefrom.

7.6 Reporting Requirements

The Issuing and Paying Agent shall (on behalf of the Issuer) submit such reports or information as may be required from time to time in relation to the issue and purchase of Notes by Applicable Law, regulations and guidelines promulgated by any governmental regulatory authority agreed between the Issuer and the Issuing and Paying Agent.

8 Coupon Sheets

As regards each Bearer Note issued with a Talon, the Issuing and Paying Agent shall, on or after the due date for exchange of such Talon, make available in exchange for such Talon at the specified office of the Issuing and Paying Agent a further coupon sheet and, if relevant, a further Talon appertaining to such Bearer Note, but subject always to the Issuer having procured the delivery of a supply of such coupon sheets to the Issuing and Paying Agent. To the extent that any Coupon in any such coupon sheet shall have become void before issue, the Issuing and Paying Agent shall cancel such Coupon and destroy it in accordance with the provisions of Clause 7.4 (*Destruction*).

9 Replacement Notes, Certificates, Coupons and Talons

9.1 Replacement

The Issuing and Paying Agent, in the case of Bearer Notes, Coupons or Talons, and the Registrar, in the case of Certificates (in such capacity, the "**Replacement Agent**"), shall issue replacement Bearer Notes, Certificates, Coupons and Talons in accordance with the Conditions. The Agents shall not be required to issue any replacement Note or Coupon unless and until the applicant has (i) paid such costs as may be incurred by the Agent in connection therewith, (ii) furnished the Agent with such evidence and indemnity as the Issuer may require, and (iii) in the case of any mutilated or defaced Note or Coupon, surrendered it to the relevant Agent.

9.2 Coupons and Talons on Replacement Bearer Notes

In the case of mutilated or defaced Bearer Notes, the Replacement Agent shall ensure that (unless such indemnity as the Issuer may require is given) any replacement Note only has attached to it Coupons and/or a Talon corresponding to those attached to the Note that it replaces.

9.3 Cancellation

The Replacement Agent shall cancel and, unless otherwise instructed by the Issuer, destroy any mutilated or defaced Bearer Notes, Certificates, Coupons and Talons replaced by it and shall send the Issuer, the Trustee and the Issuing and Paying Agent a certificate giving the information specified in Clause 7.4 (*Destruction*).

9.4 Notification

The Replacement Agent shall, on issuing a replacement Bearer Note, Certificate, Coupon or Talon, forthwith inform the other Agents of its certificate number and of the one that it replaces.

9.5 Presentation after Replacement

If a Bearer Note, Certificate, Coupon or Talon that has been replaced is presented to an Agent for payment or exchange, that Agent shall forthwith inform the Issuing and Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, which shall so inform the Issuer, the Trustee and the other Agents.

10 Additional Duties of the Transfer Agents

10.1 Exchange of Exchangeable Bearer Notes

The Transfer Agent with which an Exchangeable Bearer Note is deposited in a valid exercise of its holder's election to exchange it for a Registered Note shall forthwith (1) notify the Issuing and Paying Agent and the Registrar of the Series, principal amount and certificate number of such Note, (2) notify the Registrar of the name and address to be entered on the Register and (3) cancel such Note, together with any related unmatured Coupons and Talon, and forward them to the Issuing and Paying Agent.

10.2 Transfer of, and Exercise of Noteholders' Options relating to, Registered Notes

The Transfer Agent to which a Certificate is presented for the transfer of, or exercise of any Noteholders' option relating to, Registered Notes represented by it shall forthwith notify the Registrar of (1) the name and address of the holder of the Registered Note(s) appearing on such Certificate, (2) the certificate number of such Certificate and principal amount of the Registered Note(s) represented by it, (3) (in the case of an exercise of an option) the contents of the Exercise Notice, (4) (in the case of a transfer of, or exercise of an option relating to, part only) the principal amount of the Registered Note(s) to be transferred or in respect of which such option is exercised, and (5) (in the case of a transfer) the name and address of the transferee to be entered on the Register and, subject to Clause 6.4 (*Option Exercise Notices*), shall cancel such Certificate and forward it to the Registrar.

11 Additional Duties of the Registrar

The Registrar shall maintain a Register for each Series of Registered Notes in Brussels in accordance with the Conditions and the Regulations. The Register shall show the number of issued Certificates, their principal amount, their date of issue and their certificate number (which shall be unique for each Certificate of a Series) and shall identify each Registered Note, record the name and address of its initial holder, all subsequent transfers, exercises of options and changes of ownership in respect of it, the names and addresses of its subsequent holders and the Certificate from time to time representing it, in each case

distinguishing between Registered Notes of the same Series having different terms as a result of the partial exercise of any option. The Registrar shall at all reasonable times during office hours make the Register available to the Issuer, the Trustee, the Issuing and Paying Agent and the Transfer Agents or any person authorised by any of them for inspection and for the taking of copies and the Registrar shall deliver to such persons all such lists of holders of Registered Notes, their addresses and holdings as they may request. In relation to each Series of Registered Notes which is held under the NSS, the Registrar agrees to perform the additional duties set out in Schedule 6 to this Agreement.

12 Regulations concerning Registered Notes

The Issuer may, subject to the Conditions, from time to time with the approval of the Trustee, the Issuing and Paying Agent, the Transfer Agents and the Registrar promulgate regulations concerning the carrying out of transactions relating to Registered Notes and the forms and evidence to be provided. All such transactions shall be made subject to the Regulations. The initial Regulations are set out in Schedule 3.

13 Documents and Forms

13.1 Issuing and Paying Agent

The Issuer shall provide to the Issuing and Paying Agent in a sufficient quantity, in the case of paragraphs 13.1.2(ii), 13.1.3 and 13.1.4, for distribution among the relevant Agents as required by this Agreement or the Conditions:

- 13.1.1** executed master Global Notes to be used from time to time for the purpose of issuing Notes in accordance with Clause 3 (*Issue of Notes and Certificates*);
- 13.1.2** if Definitive Notes in bearer form of any Series are to be issued, (i) such Definitive Notes and any related Coupons and Talons, duly executed on behalf of the Issuer, (ii) specimens of such Notes, Coupons and Talons and (iii) additional forms of such Notes, Coupons and Talons for the purpose of issuing replacements, at least 14 days before the Exchange Date for the relative Global Note (and the Issuing and Paying Agent (or its agent on its behalf) shall authenticate such Definitive Notes immediately before their issue);
- 13.1.3** all documents (including Exercise Notices and Exchange Notices) required under the Notes or by any stock exchange on which the Notes are listed to be available for issue or inspection during business hours (and the Paying Agents in the case of Bearer Notes, and the Transfer Agents, in the case of Registered Notes, shall make such documents available for collection or inspection to the Noteholders that are so entitled); and
- 13.1.4** forms of voting certificates and block voting instructions, together with instructions as to how to complete, deal with and record the issue of such forms (and the Paying Agents, in the case of Bearer Notes, and the Transfer Agents, in the case of Registered Notes, shall make such documents available to the relevant Noteholders and carry out the other functions set out in Schedule 12 of the Trust Deed).

13.2 Registrar

The Issuer shall provide the Registrar with enough blank Certificates (including Global Certificates) to meet the Transfer Agents' and the Registrar's anticipated requirements for Certificates upon the issue and transfer of each Series of Registered Notes, upon exchange of Exchangeable Bearer Notes and for the purpose of issuing replacement Certificates.

13.3 Notes etc. held by Agents

Each Agent (1) acknowledges that all forms of Notes, Certificates, Coupons and Talons delivered to and held by it pursuant to this Agreement shall be held by it as custodian only and it shall not be entitled to and shall not claim any lien or other security interest on such forms, (2) shall only use such forms in accordance with this Agreement, (3) shall maintain all such forms in safe keeping, (4) shall take such security measures as may reasonably be necessary to prevent their theft, loss or destruction and (5) shall keep an inventory of all such forms and make it available to the Issuer, the Trustee and the other Agents at all reasonable times.

14 Duties of Calculation Agent

The Calculation Agent shall perform the duties expressed to be performed by it in the Conditions in respect of each Series of Notes in respect of which it is appointed as Calculation Agent. As soon as practicable after the relevant time on each Interest Determination Date or such time on such date as the Conditions may require to be calculated any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, any quotation to be obtained or any determination or calculation to be made by the Calculation Agent, the Calculation Agent shall determine the Rate of Interest and calculate the Interest Amounts in respect of each denomination of the Notes for the relevant Interest Accrual Period, Interest Period or Interest Payment Date, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation and/or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period, Interest Period or Interest Payment Date and, if required, the relevant Interest Payment Date and, if required to be calculated, any Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount to be notified to any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information, the Issuing and Paying Agent, the Issuer, each of the Paying Agents, the Trustee, the relevant Noteholders and, if the rules of the stock exchange on which the relevant Notes are to be listed so require, such exchange as soon as possible after their determination but in no event later than the fourth Relevant Business Day after such determination. If the Calculation Agent at any material time does not make any determination or calculation or take any action that it is required to do pursuant to the Conditions, it shall forthwith notify the Issuer, the Trustee and the Issuing and Paying Agent.

15 Fees and Expenses

15.1 Fees

The Issuer shall pay to the Issuing and Paying Agent the fees and expenses in respect of the Agents' services as separately agreed with the Issuing and Paying Agent and the Issuer need not concern itself with their apportionment between the Agents.

15.2 Costs

The Issuer shall also pay on demand all out-of-pocket expenses (including legal, advertising, telex and postage expenses) properly incurred by the Agents in connection with their services together with any applicable value added tax, sales, stamp, issue, registration, documentary or other taxes or duties.

16 Indemnity

16.1 By Issuer

The Issuer shall indemnify each Agent and its officers and employees against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that it may incur or that may be made against it arising out of or in relation to or in connection with its appointment or the exercise of its functions, except such as may result from a breach by it of this Agreement or its own negligence, bad faith or wilful default or that of its officers, employees or agents.

16.2 By Agents

Each Agent shall severally indemnify the Issuer and its officers and employees against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that the Issuer may incur or that may be made against it as a result of the breach by such Agent of this Agreement or such Agent's negligence, bad faith or wilful default or that of its officers, employees or agents.

16.3 Survival of Indemnities

The indemnities contained herein shall survive the termination or expiry of this Agreement.

17 General

17.1 No Agency or Trust

In acting under this Agreement the Agents shall have no obligation towards or relationship of agency or trust with the holder of any Note, Coupon or Talon.

17.2 Holder to be treated as Owner

Except as otherwise required by law, each Agent shall treat the holder of a Note, Coupon or Talon as its absolute owner as provided in the Conditions and shall not be liable for doing so.

17.3 No Lien

No Agent shall exercise any lien, right of set-off or similar claim against any holder of a Note or Coupon in respect of moneys payable by it under this Agreement.

17.4 Taking of Advice

Each Agent may consult on any matter any legal or other professional adviser selected by it, who may be an employee of or adviser to the Issuer, and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion.

17.5 Reliance on Documents etc.

No Agent shall be liable in respect of anything done or suffered by it in reliance on a Note, Certificate, Coupon, Talon or other document or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper parties.

17.6 Other Relationships

Any Agent (or their affiliates) and any other person, whether or not acting for itself, may acquire, hold or dispose of any Note, Coupon, Talon or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any contract or transaction with any such person, and may act on, or as depository, trustee or agent for, any committee or body of holders of securities of any such person, in each case with the same rights as it would have had if that Agent were not an Agent and need not account for any profit.

17.7 List of Authorised Persons

The Issuer shall provide the Issuing and Paying Agent for itself and for delivery to each other Agent with a copy of the certified list of persons authorised to take action on behalf of the Issuer in connection with this Agreement (as referred to in the Initial Documentation List in the Programme Agreement) and shall notify the Issuing and Paying Agent and each other Agent immediately in writing if any of such persons ceases to be so authorised or if any additional person becomes so authorised. Unless and until notified of any such change, each of the Agents shall be entitled to rely upon the certificate(s) delivered to them most recently and all instructions given in accordance with such certificate(s) shall be binding upon the Issuer.

17.8 Information Reporting:

Each party shall, within ten business days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or any Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other Party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this Clause 17.8 to the extent that:

(i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might

in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For the purposes of this Clause 17.8, "Applicable Law" shall be deemed to include (i) any rule or practice of any Authority by which any Party is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any party that is customarily entered into by institutions of a similar nature.

17.9 Illegality Disclaimer

Notwithstanding anything else herein contained, each Agent may refrain without liability from doing anything that would or might in its reasonable opinion be contrary to any law of any state or jurisdiction (including but not limited to the United States of America, the European Union or, in each case, any jurisdiction forming a part of it and England & Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its reasonable opinion, necessary to comply with any such law, directive or regulation, provided that each Agent will only refrain from doing so following receipt of advice from internal and, to the extent practicable following consultation with the Issuer, external counsel, a summary of which shall promptly be made available to the Issuer in an appropriate format in order to enable an informed discussion to take place between the Agents and the Issuer, provided further that all such actions shall only be required to the extent legally permissible.

18 Changes in Agents

18.1 Appointment and Termination

In relation to any Series of Notes, the Issuer may at any time appoint additional Paying Agents or Transfer Agents or an additional Registrar and/or terminate the appointment of any Agent by giving to the Issuing and Paying Agent and that Agent at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes of that Series. Upon any letter of appointment being executed by or on behalf of the Issuer and any person appointed as an Agent, such person shall become a party to this Agreement as if originally named in it and shall act as such Agent in respect of that or those Series of Notes in respect of which it is appointed.

18.2 Resignation

In relation to any Series of Notes, any Agent may resign its appointment at any time by giving the Issuer and the Issuing and Paying Agent at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes of that Series.

18.3 Condition to Resignation and Termination

No such resignation or (subject to Clause 18.6 (*Automatic Termination*)) termination of the appointment of the Issuing and Paying Agent, Registrar or Calculation Agent shall, however, take effect until a new Issuing and Paying Agent (which shall be a bank or trust company) or, as the case may be, Registrar or Calculation Agent has been appointed and no resignation or termination of the appointment of a Paying Agent or Transfer Agent shall take effect if there would not then be Paying Agents or Transfer Agents as required by the Conditions.

18.4 Retirement of Agents

~~If any Agent has given notice of retirement or has received notice of removal in accordance~~
A36035711

with the provisions hereof and a successor Agent is not duly appointed by the tenth day from the date of such notice, such outgoing Agent may itself appoint as its successor any reputable and experienced agent. Immediately following such appointment, the Issuer shall give notice of such appointment to the Noteholders whereupon the Issuer and the successor Agent will acquire and become subject to the same rights and obligations between themselves as if they entered into an agency agreement in the form *mutatis mutandis* of this Agency Agreement.

18.5 Change of Office

If an Agent changes the address of its specified office it shall give the Issuer, the Trustee and the Issuing and Paying Agent at least 60 days' notice of the change, giving the new address and the date on which the change is to take effect.

18.6 Automatic Termination

The appointment of the Issuing and Paying Agent shall forthwith terminate if the Issuing and Paying Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver, administrator or other similar official of all or a substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding up or dissolution of the Issuing and Paying Agent, a receiver, administrator or other similar official of the Issuing and Paying Agent or all or a substantial part of its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of the Issuing and Paying Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.

18.7 Delivery of Records

If the Issuing and Paying Agent or Registrar resigns or its appointment is terminated, the Issuing and Paying Agent shall on the date on which the resignation or termination takes effect pay to the new Issuing and Paying Agent any amount held by it for payment in respect of the Notes or Coupons and the Issuing and Paying Agent or Registrar, as the case may be, shall deliver to the new Issuing and Paying Agent or Registrar the records kept by it and all documents and forms (save those required to be retained by law or regulation) held by it pursuant to this Agreement.

18.8 Successor Corporations

A corporation into which an Agent is merged or converted or with which it is consolidated or that results from a merger, conversion or consolidation to which it is a party shall, to the extent permitted by Applicable Law, be the successor Agent under this Agreement without further formality. The Agent concerned shall forthwith notify such an event to the other parties to this Agreement.

18.9 Notices

The Issuing and Paying Agent shall give Noteholders and the Trustee at least 30 days' notice of any proposed appointment, termination, resignation or change under Clauses 18.1 (*Appointment and Termination*) to 18.5 (*Change of Office*) of which it is aware and, as soon as practicable, notice of any succession under Clause 18.8 (*Successor Corporations*) of which it is aware. The Issuer shall give Noteholders and the Trustee, as soon as practicable, notice of any termination under Clause 18.6 (*Automatic Termination*) of which it is aware.

19 Communications

19.1 Method

Each communication under this Agreement shall be made by fax, electronic communication or otherwise in writing. Each communication or document to be delivered to any party under this Agreement shall be sent to that party at the fax number, postal address or electronic address, and marked for the attention of the person (if any), from time to time designated by that party to the Issuing and Paying Agent (or, in the case of the Issuing and Paying Agent, by it to each other party) for the purpose of this Agreement,

provided that all communications to and from the Agents shall be made via the Issuing and Paying Agent. The initial telephone number, fax number, postal address, electronic address and person so designated are set out in the Procedures Memorandum.

19.2 Deemed Receipt

Any communication from any party to any other under this Agreement shall be effective, (if by fax) when the relevant delivery receipt is received by the sender, (if in writing) when delivered and (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) after 5:00pm on a business day or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by fax or electronic communication will be written legal evidence.

20 Notices

20.1 Publication

At the request and expense of the Issuer, the Issuing and Paying Agent shall arrange for the publication of all notices to Noteholders (other than those to be published by the Calculation Agent). Notices to Noteholders shall be published in accordance with the Conditions and, unless the Trustee otherwise directs, shall only be published in a form which has been approved by the Trustee.

20.2 Notices from Noteholders

Each of the Issuing and Paying Agent and the Registrar shall promptly forward to the Issuer any notice received by it from a Noteholder whether electing to exchange a Global Note for Definitive Notes or otherwise.

20.3 Copies to the Trustee

The Issuing and Paying Agent shall promptly send to the Trustee two copies of the form of every notice to be given to Noteholders for approval and of every such notice once published.

21 Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on different counterparts, each of which when so executed shall be an original, but all the counterparts together shall constitute one and the same agreement.

22 Contractual Recognition of Bail-in

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between each BRRD Party and each BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement and/or any Relevant Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of each BRRD Party to each BRRD Counterparty under this Agreement and/or any Relevant Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
- (i) the reduction of all, or a portion, of such BRRD Liability or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of such BRRD Liability into shares, other securities or other obligations of the relevant BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;
 - (iii) the cancellation of such BRRD Liability;
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;
- (b) the variation of the terms of this Agreement and/or any Relevant Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For the purposes of this Clause 19:

"Bail-in Legislation" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

"Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"BRRD Counterparty" means each party to this Agreement and/or any Relevant Agreement, as the case may be, other than the relevant BRRD Party, that is a counterparty to any BRRD Party.

"BRRD Liability" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised.

"BRRD Party" means any party to this Agreement and/or any Relevant Agreement subject to the Bail-in Legislation.

"EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at the LMA website under EU Bail-in Legislation Schedule.

"Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant BRRD Party.

23 Governing Law, Jurisdiction and Service of Process

23.1 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

23.2 Jurisdiction

In relation to any legal action or proceedings arising out of or in connection with this Agreement (“**Proceedings**”), the Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause is for the benefit of each of the other parties to this Agreement and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude any of them from taking Proceedings in any other jurisdiction (whether concurrently or not).

23.3 Service of Process

The Issuer agrees that process in connection with Proceedings in the courts of England will be validly served on it if served upon Jordans Trust Company Limited of Suite 1, 3rd Floor 11-12 St. James' Square, London SW1Y 4LB, United Kingdom. If for any reason such agent shall cease to be such agent for service of process, the Issuer shall forthwith appoint an agent for service of process in England and deliver to the Agents a copy of the new agent's acceptance of that appointment within 30 days. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

This Agreement has been entered into on the date stated at the beginning.

FINGRID OYJ

By: 

Jukka Ruuska
President & CEO



Marina Louhija
General Counsel

CITICORP TRUSTEE COMPANY LIMITED

By:

CITIBANK, N.A., LONDON BRANCH

By:

CITIGROUP GLOBAL MARKETS EUROPE AG

By:

By:

CITIBANK EUROPE PLC, IRELAND

By:

By:

This Agreement has been entered into on the date stated at the beginning.

FINGRID OYJ

By:

By:

CITICORP TRUSTEE COMPANY LIMITED

By:



**Viola Japaul
Attorney**

CITIBANK, N.A., LONDON BRANCH

By:



**Viola Japaul
Director**

CITIGROUP GLOBAL MARKETS EUROPE AG

By:

By:

CITIBANK EUROPE PLC, IRELAND

By:



**Viola Japaul
Delegated Signatory**

By:

This Agreement has been entered into on the date stated at the beginning.

FINGRID OYJ

By:

By:

CITICORP TRUSTEE COMPANY LIMITED

By:

CITIBANK, N.A., LONDON BRANCH

By:

CITIGROUP GLOBAL MARKETS EUROPE AG

By:


THORSTEN PETERS

By:


Gabriele Fisch

CITIBANK EUROPE PLC, IRELAND

By:

By:

Schedule 1
Form of Exercise Notice for Redemption Option

Fingrid Oyj
Debt Issuance Programme
Series No: []

¹By depositing this duly completed Notice with any Paying Agent or Transfer Agent for the Notes of the above Series (the “Notes”) the undersigned holder of such of the Notes as are, or are represented by the Certificate that is, surrendered with this Notice and referred to below irrevocably exercises its option to have such Notes, or the principal amount of Notes specified below redeemed on [] under Condition 6(e) of the Notes.

This Notice relates to Notes in the aggregate principal amount of [], bearing the following certificate numbers:

If the Notes (or the Certificate representing them) to which this Notice relates are to be returned, or, in the case of a partial exercise of an option in respect of a single holding of Registered Notes, a new Certificate representing the balance of such holding in respect of which no option has been exercised is to be issued, to their holder, they should be returned by post²:

Payment Instructions

Please make payment in respect of the above Notes as follows:

³(a) by [currency] cheque drawn on a bank [in the case of a payment currency other than euro, the principal financial centre of the currency, or in the case of a payment in euro, the jurisdiction in which the account specified by the payee is located] and mailed to the [above address/address of the holder appearing in the Register].

³(b) by transfer to the following (currency) account:

Bank:

Branch Address:

Branch Code:

Account Number:

Account Name:

Signature of holder:

Certifying signature⁴:

[To be completed by recipient Paying Agent or Transfer Agent]⁵

¹ This Exercise Notice is not valid unless all of the paragraphs requiring completion are duly completed.

² The Agency Agreement provides that Notes or Certificates so returned or Certificates issued will be sent by post, uninsured and at the risk of the Noteholder, unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent. This Clause need only be completed in respect of Registered Notes if the Certificate is not to be forwarded to the Registered Address.

³ Delete as appropriate.

⁴ The signature of any person relating to Registered Notes shall conform to a list of duly authorised specimen signatures supplied by the holder of such Notes or (if such signature corresponds with the name as it appears on the face of the Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as a Transfer Agent may reasonably require. A representative of the holder should state the capacity in which he signs.

Received by:

[Signature and stamp of Paying Agent or Transfer Agent]

At its office at:

On:

⁵ The Agent with whom the above Notes or Certificates are deposited shall not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Agent in relation to the Notes, Certificates or any of them unless such loss or damage was caused by the fraud or negligence of such Agent or its directors, officers or employees.

Schedule 2
Form of Exchange Notice

Fingrid Oyj
Debt Issuance Programme
Series No: []

⁶By depositing this duly completed Notice with any Transfer Agent for the Notes of the above Series (the “**Notes**”) the undersigned holder of such of the Notes as are surrendered with this Notice and referred to below irrevocably exercises its option to exchange such Notes for an equal principal amount of Registered Notes under Condition 2(a) of the Notes.

This Notice relates to Notes in the aggregate principal amount of [], bearing the following certificate numbers:

Register

The Registered Notes issued in exchange for the deposited Notes should be registered in the following name and address:

Name:

Address:

Payment Instructions

Please make future payments in respect of the Registered Notes as follows:

⁷(a) by [currency] cheque drawn on a bank [in the case of a payment currency other than euro, the principal financial centre of the currency, or in the case of a payment in euro, the jurisdiction in which the account specified by the payee is located] and mailed to the address of the holder appearing in the Register.

⁷(b) by transfer to the following [currency] account:

Bank:

Branch Address:

Branch Code:

Account Number:

Account Name:

* Delete as appropriate

⁶ This Exchange Notice is not valid unless all of the paragraphs requiring completion are duly completed.

⁷ Delete as appropriate.

Signature of holder:

[To be completed by recipient Registrar or Transfer Agent]⁸

Received by:

[Signature and stamp of Registrar or Transfer Agent]

At its office at:

On:

⁸ The Agent with whom the above Notes are deposited shall not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Agent in relation to the said Notes or any of them unless such loss or damage was caused by the fraud or negligence of such Agent or its directors, officers or employees.

Schedule 3

Regulations Concerning the Transfer, Registration and Exchange of Notes

These provisions are applicable separately to each Series of Notes.

- 1** Each Certificate shall represent an integral number of Registered Notes.
- 2** Unless otherwise requested by him and agreed by the Issuer and save as provided in the Conditions, each holder of more than one Registered Note shall be entitled to receive only one Certificate in respect of his holding.
- 3** Unless otherwise requested by them and agreed by the Issuer and save as provided in the Conditions, the joint holders of one or more Registered Notes shall be entitled to receive only one Certificate in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the register of the holders of Registered Notes in respect of the joint holding. All references to **“holder”**, **“transferor”** and **“transferee”** shall include joint holders, transferors and transferees.
- 4** The executors or administrators of a deceased holder of Registered Notes (not being one of several joint holders) and, in the case of the death of one or more of joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Issuer as having any title to such Registered Notes.
- 5** Any person becoming entitled to Registered Notes in consequence of the death or bankruptcy of the holder of such Registered Notes may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Transfer Agent or the Registrar shall require (including legal opinions), be registered himself as the holder of such Registered Notes or, subject to the preceding paragraphs as to transfer, may transfer such Registered Notes. The Issuer, the Issuing and Paying Agent and the other Paying Agents may retain any amount payable upon the Registered Notes to which any person is so entitled until such person shall be so registered or shall duly transfer the Registered Notes.
- 6** Upon the initial presentation of a Certificate representing Registered Notes to be transferred or in respect of which an option is to be exercised or any other Noteholders' right to be demanded or exercised, the Transfer Agent to whom such Note is presented or the Registrar shall request reasonable evidence as to the identity of the person (the **“Presenter”**) who has executed the form of transfer on the Certificate or other accompanying notice or documentation, as the case may be, if such signature does not conform to any list of duly authorised specimen signatures supplied by the registered holder. If the signature corresponds with the name of the registered holder, such evidence may take the form of a certifying signature by a notary public or a recognised bank. If the Presenter is not the registered holder or is not one of the persons included on any list of duly authorised persons supplied by the registered holder, the Transfer Agent or Registrar shall require reasonable evidence (which may include legal opinions) of the authority of the Presenter to act on behalf of, or in substitution for the registered holder in relation to such Registered Notes.
- 7** All exchanges of Exchangeable Bearer Notes and transfers of, exercises of options relating to, and deliveries of Certificates representing, Registered Notes shall be made in accordance with the Conditions.

Schedule 4
Accountholder Certificate of Non-U.S. Citizenship and Residency

Fingrid Oyj
Debt Issuance Programme
Series No. [] Tranche No. []
(the “Securities”)

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (i) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source (“**United States person(s)**”), (ii) are owned by United States person(s) that (A) are the foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) (“**financial institutions**”) purchasing for their own account or for resale, or (B) acquired the Securities through foreign branches of financial institutions and who hold the Securities through such financial institution on the date hereof (and in either case (A) or (B), each such financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in clause (iii) above (whether or not also described in clause (i) or (ii)) this is further to certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 903(b)(3) of Regulation S under the United States Securities Act of 1933, as amended (the “**Act**”) then this is also to certify that, except as set forth below (i) in the case of debt securities, the Securities are beneficially owned by (a) non-U.S. person(s) or (b) U.S. person(s) who purchased the Securities in transactions which did not require registration under the Act; or (ii) in the case of equity securities, the Securities are owned by (x) non-U.S. person(s) (and such person(s) are not acquiring the Securities for the account or benefit of U.S. person(s)) or (y) U.S. person(s) who purchased the Securities in a transaction which did not require registration under the Act. If this certification is being delivered in connection with the exercise of warrants pursuant to Section 903(b)(5) of Regulation S under the Act, then this is further to certify that, except as set forth below, the Securities are being exercised by and on behalf of non-U.S. person(s). As used in this paragraph the term “**U.S. person**” has the meaning given to it by Regulation S under the Act.

As used herein, “**United States**” means the United States of America (including the States and the District of Columbia); and its “**possessions**” include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by tested telex on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your Operating Procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [] in principal amount of such Securities in respect of which we are not able to certify and as to which we understand exchange and delivery

of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certificate is required in connection with certain tax laws and, if applicable, certain securities laws, of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceedings.

Dated:

The account holder, as, or as agent for,
the beneficial owner(s) of the Securities
to which this Certificate applies.

Schedule 5
Clearing System Certificate of Non-U.S. Citizenship and Residency

FINGRID OYJ
Debt Issuance Programme
Series No: [] Tranche No: []
(the “Securities”)

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our “**Member Organisations**”) substantially to the effect set forth in the Agency Agreement, as of the date hereof, [] principal amount of the above-captioned Securities (i) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source (“**United States persons**”), (ii) is owned by United States persons that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) (“**financial institutions**”) purchasing for their own account or for resale, or (b) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder or (iii) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (iii) above (whether or not also described in clause (i) or (ii)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of a category contemplated in Section 903(b)(3) of Regulation S under the United States Securities Act of 1933, as amended (the “**Act**”) then this is also to certify with respect to such principal amount of Securities set forth above that, except as set forth below, we have received in writing, by tested telex or by electronic transmission, from our Member Organisations entitled to a portion of such principal amount, certifications with respect to such portion, substantially to the effect set forth in the Agency Agreement.

We further certify (i) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest in respect of) the Global Security excepted in such certifications and (ii) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as at the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: []*

Yours faithfully

EUROCLEAR BANK SA/NV

or

CLEARSTREAM BANKING S.A.

By:.....

* [Not earlier than the Exchange Date as defined in the temporary Global Note.]

Schedule 6

Obligations Regarding Notes in NGN form and Registered Notes held under the NSS

In relation to each Series of Notes that is represented by a NGN or which is held under the NSS, the Issuing and Paying Agent or the Registrar, as the case may be, will comply with the following provisions:

- 1** The Issuing and Paying Agent or the Registrar will inform each of Euroclear and Clearstream, Luxembourg through the Common Service Provider of the initial issue outstanding amount for the Notes on or prior to the relevant Issue Date.
- 2** If any event occurs that requires a mark up or mark down of the records which either Euroclear or Clearstream, Luxembourg holds for its customers to reflect such customers' interest in the Notes, the Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) to ensure that (i) the issue outstanding amount of any Notes which are in NGN form, as set out in the records of Euroclear and Clearstream, Luxembourg, or (ii) the records of Euroclear and Clearstream, Luxembourg reflecting the issue outstanding amount of any Registered Notes held under the NSS, remains accurate at all times.
- 3** The Issuing and Paying Agent or the Registrar will at least monthly perform a reconciliation process with Euroclear and Clearstream, Luxembourg (through the Common Service Provider) with respect to the issue outstanding amount for the Notes and will promptly inform Euroclear and Clearstream, Luxembourg (through the Common Service Provider) of any discrepancies.
- 4** The Issuing and Paying Agent or the Registrar will promptly assist Euroclear and Clearstream, Luxembourg (through the Common Service Provider) in resolving any discrepancy identified in the issue outstanding amount of any Notes in NGN form or in the records reflecting the issue outstanding amount of any Registered Notes held under the NSS.
- 5** The Issuing and Paying Agent or the Registrar will promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).
- 6** The Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.
- 7** The Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) copies of all information that is given to the holders of the Notes.
- 8** The Issuing and Paying Agent or the Registrar will promptly pass on to the Issuer all communications it receives from Euroclear and Clearstream, Luxembourg directly or through the Common Service Provider relating to the Notes.

- 9** The Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly notify Euroclear and Clearstream, Luxembourg (through the Common Service Provider) of any failure by the Issuer to make any payment due under the Notes when due.
- 10** The Issuing and Paying Agent or the Registrar will promptly forward any letter it has received from the Issuer substantially in the form set out at Schedule 7 to Euroclear and Clearstream, Luxembourg (through the Common Service Provider).

Schedule 7
Issuer's Letter to Issuing and Paying Agent regarding Eurosystem eligibility

[ON LETTERHEAD OF THE ISSUER]

To: Citibank, N.A. London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
Attention: [●]

[Date]

Fingrid Oyj
€1,500,000,000 Debt Issuance Programme
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
Series No: [●]
Tranche No: [●]
(the "Notes")

Dear Sir / Madam,

We hereby confirm that the Notes [are/are not] intended to be held in a manner which would allow Eurosystem eligibility.

Please could you forward this letter to Clearstream Banking S.A. and Euroclear Bank, SA/NV

Yours faithfully,

FINGRID OYJ

By: