

Agency Agreement

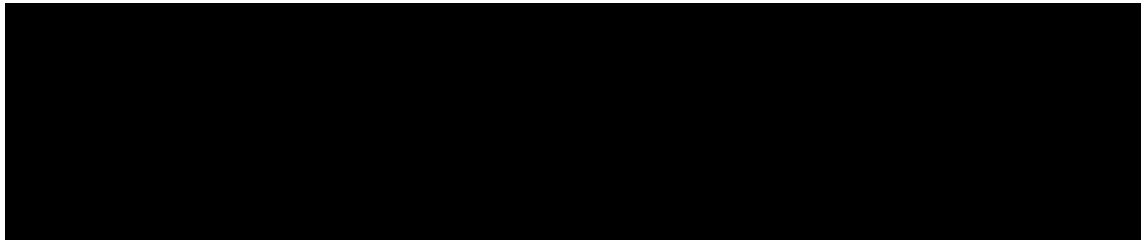
relating to the bond issue with ISIN NO0012547274 (the “**Bonds**”)

by and between

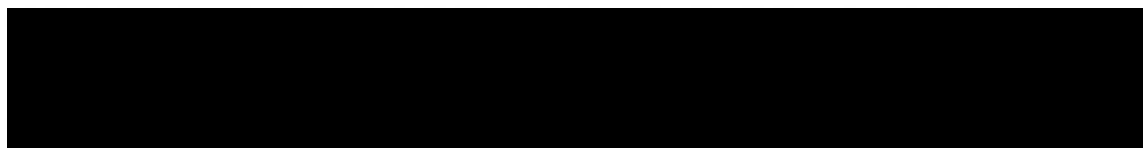
- A. OEP FINNISH BIDCO OY**, Finnish company reg. no. 3281147-3 (the “**Issuer**”); and
- B. NORDIC TRUSTEE & AGENCY AB (publ)**, company reg. no. 556882-1879 (the “**Agent**”)

- 1. Agent’s undertaking:** The Agent hereby undertakes to act as agent and, as applicable, security agent in accordance with the terms and conditions of the Bonds (the “**Terms and Conditions**”) and the related finance documents insofar as they explicitly refer to the Agent (in any capacity), provided that the Agent’s assignment as agent under the Terms and Conditions and the related finance documents is conditional upon the documents to which the Agent will be party being in form and substance satisfactory to the Agent.
- 2. Power of Attorney:** The Issuer shall, upon the Agent’s request, promptly issue a power of attorney to the Agent that may be required in order for the Agent to obtain information from the debt register (Sw: *skuldbok*) kept by the relevant central securities depository.
- 3. Issuer Portal:** Nordic Trustee’s issuer portal¹ (the “**Issuer Portal**”) is an integrated part of the Agent’s service offering as agent in respect of the Bonds. The Issuer is by signing this agreement granted access (for unlimited number of users within the Issuer’s organization) to the Issuer Portal in respect of the Bonds.

4.



5.



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



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. Amendments: No amendments to this agreement shall be valid unless in writing and agreed upon by both parties.

[REDACTED]

12. Term of the agreement: This agreement enters into force on the date on which it is signed by both parties hereto and terminates without further notice from any of the parties on the earlier of (i) when the Agent determines (acting reasonably) that all obligations of the Issuer and the Agent under the Terms and Conditions and related finance documents and this agreement have been fulfilled or (ii) when the Agent has resigned or been replaced in accordance with the Terms and Conditions.

13. Governing law and disputes: Swedish law shall exclusively govern this agreement and any non-contractual obligations arising out of, or in connection with this agreement. All disputes arising out of, or in connection with this agreement, shall be exclusively resolved by the District Court of Stockholm (Sw: *Stockholms tingsrätt*) as the court of first instance.

Date:

OEP FINNISH BIDCO OY

as Issuer



Name: Marko Lehtinen

Name:

Date:

NORDIC TRUSTEE & AGENCY AB (publ)

as Agent



Name: Christian Svanfeldt

Appendix to Agency Agreement
Specification of fees

