



Agency Agreement

relating to the bond issue with ISIN FI4000609631 (the “**Bonds**”)

by and between

A. TORNATOR OYJ, company reg. no. 0162807-8 (the “**Issuer**”); and

B. NORDIC TRUSTEE OY, company reg. no. 2488240-7 (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 is 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 (Fi: *haltijaluettelo*) 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. **Fees:** The Issuer undertakes to pay the below fees to the Agent (excl. VAT). [REDACTED]

Type of fee	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

5. [REDACTED]

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

² [REDACTED]

³ [REDACTED]



- [REDACTED]
- [REDACTED]
6. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
7. **Costs, expenses and indemnity:** The Issuer shall cover all documented costs and expenses reasonably incurred by the Agent, including (but not limited to) costs for legal and financial advisors engaged by the Agent in accordance with the Terms and Conditions or otherwise as agreed between the Agent and the Issuer. The Issuer shall indemnify the Agent against any cost, loss or liability incurred by the Agent as a result of acting or relying on any representation, statement, certificate, notice, request or instruction made by the Issuer (including its directors, management, officers, employees and agents), which the Agent reasonably believes to be genuine, correct and appropriately authorised.
8. **Taxes:** The Issuer shall pay value added tax and other taxes or duties applicable.
9. **Payment terms:** Fees referred to herein shall be paid within (30) calendar days from the date of the relevant invoice, or otherwise within the period specified on the relevant invoice.
10. **Amendments:** No amendments to this agreement shall be valid unless in writing and agreed upon by both parties.
11. **Limited liability:** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
12. **Data Protection:** Both parties will collect, process, and use any personal data collected in relation to this agreement, the Terms and Conditions and the related finance documents in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (GDPR). Where the Agent acts as an independent data controller in respect of any personal data collected in relation to our assignment as agent and, as applicable, security agent, it shall do so in accordance with its privacy statement, as provided at: <https://nordictrustee.com/about/governance/>.
13. **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.
14. **Governing law and disputes:** Finnish law shall exclusively govern this agreement and any non-contractual obligations arising out of, or in connection with this agreement. All disputes arising out of, or in connection with this agreement, shall be exclusively resolved by the District Court of Helsinki (Fi: *Helsingin käräjäoikeus*) as the court of first instance.

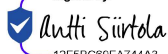




Date: 14 September 2026

TORNATOR OYJ

as Issuer

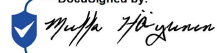
Signed by:

12F5BC89FA744A3...
Antti Siirtola

CFO

Date: 14 September 2026

NORDIC TRUSTEE OY

as Agent

DocuSigned by:

1C00727B2E1C4AE...
Miikka Häyrinen

Director

Specification of fees

[illegible]