

1. Purpose of the Agreement

The purpose of this Agreement is to agree upon the terms and conditions according to which the Lessor shall purchase the leasing object selected by the Lessee, specified on the first page, from the Supplier chosen by the Lessee and rent the leasing object to the Lessee pursuant to the terms and conditions and the Lessee shall lease the leasing object from the commencement date of the leasing period.

2. Ownership

The leasing object is the property of the Lessor. The Lessee does not acquire any ownership of the leasing object on the basis of this Agreement. The leasing object shall be marked as the Lessor's property in the manner requested by the Lessor. The Lessee cannot sell, rent, pledge or in any other way disburse the leasing object or a part thereof to a third party. If the leasing object is confiscated or foreclosed, the Lessee shall immediately inform the appropriate authority of the Lessor's ownership of the leasing object and notify the Lessor of the incident. The Lessee is liable to compensate the Lessor for any costs incurred in protecting the Lessor's interest.

3. Acquisition of the leasing object and acceptance of delivery

The Lessee selects the leasing object and Supplier and negotiates the price of the leasing object and other delivery terms with the Supplier. The Lessee is not entitled to order the leasing object from the Supplier on behalf of the Lessor without express authorisation. By signing this Agreement the Lessee assures and confirms to the Lessor that the Lessee has examined the leasing object and any information provided about it and that the leasing object complies with the requirements that the Lessee has with respect to the condition, suitability, durability or other qualities of the leasing object. The Lessee is responsible, at its own expense, for the required measures related to the acceptance of delivery of the leasing object. Once the leasing object has been delivered, the Lessee shall check it carefully as soon as possible. If it has been indicated on the first page of this Agreement that delivery of the leasing object has not occurred, the Lessee shall provide a separate acceptance of delivery form to the Lessor after the delivery and its inspection have taken place. After receipt of the acceptance of delivery form, the Lessor shall purchase the leasing object and pay the purchase price to the Supplier. If the Lessee does not accept the delivery of the leasing object according to this Agreement, the Lessor will not buy the leasing object. The Lessee shall be solely responsible for any possible damages claimed by the Supplier as a result of delay in the payment of the purchase price due to delay in acceptance of delivery or any reason not related to the Lessor.

4. Standard leasing term and extension thereof

The length of the standard leasing term is mentioned on the front page of this Agreement. Unless otherwise agreed between the Parties, the commencement date of the leasing term is, if acceptance of delivery takes place no later than the 15th day of the calendar month, the first day of the calendar month following the date of acceptance of delivery. If acceptance of delivery takes place after the 15th day of the calendar month, the commencement date of the leasing term is the first day of the second calendar month following the date of acceptance of delivery. A leasing period is a part of the leasing term and it is three (3) months long unless otherwise agreed on the front page of this Agreement. After the actual leasing term, the validity of this Agreement and the leasing term is automatically extended for twelve (12) months at a time, unless the Lessee has given notice to terminate the Agreement in writing at the latest four (4) months prior to termination of the actual leasing term or the ongoing extension period to the leasing term.

5. Rent and adjustment thereof

The Lessee is liable for the payment of rent for each leasing period. The rent amount is linked to the reference rate based on interest rate swaps for a period corresponding to the duration of the actual leasing term. If the reference rate quoted at the time of invoicing the first rent amount deviates from the quoted reference rate used as the basis for the rent specified on the first page, the rent amount shall be revised accordingly. Thereafter the rent shall remain unchanged for the entire leasing term, unless otherwise provided for subsequently in this clause. If accordingly agreed on the first page, the rent amount is variable and linked to reference rate. The Euribor interest rate in a period corresponding to the length of the leasing period is used as the reference rate. During the leasing term the Lessor is entitled to revise the rent amount for each leasing period, provided that the reference rate quoted at the time of rent invoicing deviates from the quoted reference rate used as the basis for rent specified on the first page. The rent amount shall be revised as follows: The rent for the leasing period is determined according to the annuity principle on the basis of the capital value, the number of the remaining leasing periods, the residual value and the financing interest based on the new reference rate quote. The capital value is a part of the acquisition cost of the leasing object, exclusive of value added tax, which is depreciated with the amortization amount according to the payment plan. The residual value is the capital value on the expiry date of the actual leasing term. If the Supplier's invoice is in a currency other than that pursuant to this Agreement and the exchange rate at the time of payment of the invoice deviates from the exchange rate used as a basis for rent specified on the first page, the Lessor shall be entitled to revise the rent in the amount resulting from the fluctuation of the exchange rate. If the reference rate loses its significance or usability as a generally used reference rate in the financial markets, the Lessor shall be entitled to tie the rent to another equivalent reference rate generally used in the financial markets. In addition, the Lessor is entitled to increase the rent by an amount equivalent to any additional costs incurred, if the Lessor's refinancing or this Agreement has stamp duty or credit tax or other tax or payment imposed on it, or the Lessor's refinancing costs are otherwise materially altered or legislation or authorities' regulations change so that the Lessor incurs additional costs. Furthermore, the Lessee undertakes to pay the Lessor a daily rent for the time between the delivery acceptance date and the commencement date of the leasing term. The amount of the daily rent is calculated so that the monthly rent is divided by 30 and the resulting amount is multiplied by the number of days between the delivery acceptance date and the commencement date of the leasing term.

6. Rent and other payments becoming due as well as interests on late payment and costs

Rent for each leasing period becomes due for payment in advance on the first day of each leasing period. The Lessor sends an invoice of the rent to the Lessee approximately two weeks prior to the due date. Other payments according to this Agreement become due when required. The Lessee undertakes to pay rent and other payments in full based on this Agreement without making any deductions, withholding or set-offs thereof so that the payment is in the bank account mentioned on the invoice and is freely available for the Lessor to use at the latest on the payment due date. The Lessee's obligation to pay rent is unconditional and independent of any possible faults or shortcomings, condition, damage or destruction of the leasing object, the Supplier's breach of contract, the Lessee's right to make claims concerning third parties or the third parties' right to make claims concerning the Lessee. In addition to the start up and invoicing fees, the Lessor has a right to claim compensation from the Lessee for expenses for special services rendered on the Lessee's request. In case rent or any other payment based on this Agreement is delayed, the Lessor shall be entitled to collect annual interest for late payment on the overdue amount for the period between the payment due date and the payment performance date. The amount of interest for late payment is 18 percent p.a. but always at least the amount of interest for late payment stated in the Interest Act. The Lessee is liable to compensate to the Lessor all reasonable costs incurred from collection of rent and other receivables based on this Agreement.

7. Taxes, payments and costs

Value added tax shall be added to rent and all other payments pursuant to this Agreement according to rules valid at any given time. The Lessee shall be liable for all costs, stamp duty, credit tax or other taxes, authorities' charges or other equivalent costs, exclusive of income tax imposed on the Lessor in Finland, possibly incurred by the Lessor due to acquisition, ownership, rental, usage, transport or installation of the leasing object or otherwise arising from this Agreement or the leasing object.

8. Condition and faultiness of the leasing object

The leasing object is leased in the condition that it is in on the day of acceptance of delivery. The Lessee has independently selected the leasing object and its Supplier. The Lessor is not the Supplier of the leasing object or equivalent equipment and the Lessor cannot be identified with the Supplier or Manufacturer of the leasing object. The Lessee confirms to accept that the Lessor acquires the leasing object from the Supplier with the sole purpose of leasing it to the Lessee pursuant to this Agreement. The Lessor does not possess expertise on whether the leasing object is suitable for its intended purpose or of its technical properties in general. The Lessor shall not be responsible for the Supplier's delivery or fulfillment of other obligations, the leasing object's fault, condition, quality, performance, suitability for intended purpose, prevention of implementation or use or other properties, guarantee of the leasing object, its repair or availability of repairs or spare parts or direct or indirect damages, which the leasing object can cause its Lessee or a third party. If faults or shortcomings are discovered in the leasing object or its delivery, the Lessee shall make its claim at its own expense and in its own name directly to the Supplier of the leasing object, Manufacturer or other such third party that the Lessee considers responsible for the faultiness. The Lessee is entitled to make its claim in its own name. However, the Lessor has a right to make the claims in its own name, if the Lessee so wishes. In addition, the Lessee shall notify the Lessor of material faults and shortcomings. Any fault or shortcoming in the leasing object or its delivery or the Supplier's breach of contract does not entitle the Lessee to refrain from paying rent or other payments, to terminate, rescind or otherwise end this Agreement or to make any claims or demands to the Lessor. Taking into account that the Lessee has chosen the leasing object and its Supplier, inspected and approved delivery of the leasing object, obtained the right of use pursuant to this Agreement to the leasing object and is entitled to make its demands to the Supplier in respect of the possible faults and shortcomings of the leasing object and the purpose of the Agreement referred to in clause 1, checks need to be carried out to ensure that there is a balance between the performances.

9. Use and maintenance of the leasing object

The Lessee is responsible for using the leasing object carefully in accordance with the operating instructions issued by the Supplier and the Manufacturer and valid regulations for its original purpose of use. The Lessee shall only use the leasing object for business activity, not for personal use. The Lessee shall be responsible for having the competence and potential authorities' and other permits required for the use of the leasing object. Prior to using the leasing object, the Lessee shall ensure that the leasing object fulfils all the requirements concerning accessories, protective devices, insurances, etc. The leasing object or a part thereof cannot be placed or installed so that it becomes a part, a constituent part or furnishings and fittings of real estate, building, vessel or some other object. The Lessee shall not be entitled to make changes to the leasing object or attach auxiliary equipment thereto without written consent of the Lessor. The Lessee is, however, entitled to make the required updates to the software possibly belonging to the leasing object. The Lessee cannot take the leasing object outside Finnish borders without the prior written consent of the Lessor. The Lessee is responsible for keeping the leasing object in immaculate condition at its own expense. The Lessee shall also take care of servicing, repairs and replacing used or lost parts of the leasing object to new parts in accordance with the instructions given by the Supplier or Manufacturer. The Lessee shall conclude a service and/or maintenance agreement concerning the leasing object, provided that the Lessor so demands. Any spare parts attached to the leasing object transfer into the Lessee's ownership. If the leasing object is faulty and cannot be repaired, the Lessee is, at its own expense, entitled to replace the leasing object with another piece of equipment with at least equivalent properties, provided that the Lessor has, prior to the replacement, given its written consent to the replacement of the leasing object. Prior to replacement, the Lessee shall deliver to the Lessor the identification data of the substitute equipment requested by the Lessor. At the time of replacement, the substitute equipment becomes the Lessor's property and as of that moment the substitute equipment constitutes the leasing object referred to in this Agreement and the terms and conditions pertaining to the leasing object shall be applied thereto. The Lessor or its representative is entitled to inspect the leasing object at any time during normal business hours. The Lessor shall be entitled to collect the costs related to these inspections from the Lessee.

10. Insurance cover

The Lessor provides the insurance mentioned on the first page at the Lessee's expense, unless otherwise agreed. While ensuring that insurance is provided, the Lessor also gives the Lessee a clarification of the content of the limited all risks insurance. If the Parties have agreed that the Lessee is responsible for providing the insurances, the Lessee shall acquire an all risks insurance for the replacement value of the leasing object and provide a copy of the insurance policy to the Lessor before the Agreement enters into force. Otherwise, the Lessor shall provide the insurance at the Lessee's expense until the Lessor has received a copy of the insurance policy of the insurance underwritten by the Lessee. The costs incurred due to possible overlapping insurance cover shall not be reimbursed. The Lessor is always the beneficiary of the insurances and the Lessee shall be responsible for the insurance excesses, adequacy of the insurance coverage as well as any damage not compensated by the insurance. If the Lessee deems the insurance cover inadequate, the Lessee shall at its own expense take out any additional insurance cover the Lessee deems necessary.

11. Computer software licences

The Lessee shall be responsible for ensuring that the Lessee has all the necessary licences to use the computer software that possibly pertain to the leasing object and that licences have been duly established. The Lessor has no responsibilities or obligations connected to the issue or receipt of the licences. In addition to what is agreed in this Agreement, the licence terms confirmed to the Lessee by the Licensor in question shall apply to the software licences. Notwithstanding the terms and conditions of this Agreement, the Licensor shall be entitled to terminate the software licences pursuant to the licence terms. Notwithstanding the potential termination of the software licences, the Lessee shall, however, be liable to pay rent and other payments to the Lessor according to this Agreement and the Lessee shall not be entitled to cancel, rescind or otherwise terminate this Agreement or to make any demands or claims against the Lessor as a result of the termination of the software licences. Notwithstanding the licence terms, the software licences shall, however, terminate on the day that the lease concerning the leasing object is terminated pursuant to clause 14 of the terms and conditions of this Agreement.

12. Liability for damage attributable to the leasing object

The Lessee shall be solely liable for all direct or indirect personal injuries, property damage and financial loss attributable to the leasing object or its use or transport or otherwise connected to the leasing object, independent of the grounds for the claim for damages, the person or instance suffering the damage or loss or whether the claim for damages is brought against the Lessee or the Lessor.

13. Risk and damage to the leasing object

The Lessee is fully responsible for the leasing object until it has been returned to the Lessor after termination of the leasing term pursuant to the terms and conditions of this Agreement. If the leasing object or a part thereof is damaged or becomes unusable for another reason, the Lessee shall immediately notify the Lessor thereof and submit a damage report to the insurance company. After having received approval by the insurance company, the Lessee shall take measures to repair the leasing object to the condition pursuant to this Agreement. If the insurance company does not compensate the damage, the Lessee shall be liable for repairing the leasing object at its own expense. Notwithstanding damage to the leasing object or the fact that it is being repaired and cannot thus be used, the Lessee shall, nevertheless, pay rent and other payments to the Lessor according to this Agreement. If the leasing object due to wear and tear, damage or destruction is beyond repair or it is stolen or otherwise lost, the Lessee shall without delay inform the Lessor of the event and submit a damage report to the insurance company. Furthermore, the Lessee is liable to pay to the Lessor, on the Lessor's demand, besides the overdue rent amounts and other payments based on the Agreement, the total amount of the undue rent amounts for the actual leasing term and the net present value calculated on the due date of the residual value deducted by the potential insurance compensation the Lessor has received for the leasing object. The net present value is calculated by using, as the discount rate, the quoted reference rate used in the calculation of rent for the last leasing period preceding the time of calculation. Until the Lessor makes the aforementioned demand, the Lessee is liable to pay to the Lessor the rent and other payments based on the Agreement that become due for payment pursuant to the terms and conditions of this Agreement. Once the Lessee has fulfilled its payment liability and the Lessor's receivables have been paid in full, the Lessor is responsible for transferring ownership in the possibly remaining leasing object to the Lessee or to the insurer on demand of the insurer. Thereafter the Agreement shall be considered terminated.

14. Termination of the Agreement

The Lessor is entitled to immediately terminate the Agreement and repossess the leasing object, if:

- a) rent payment or another payment pursuant to this Agreement is delayed by more than 20 days as of the due date;
- b) the Lessee or Guarantor is placed into liquidation or declared bankrupt or company reorganization proceedings concerning the Lessee or the Guarantor are commenced;
- c) the Lessee does not take care of the leasing object in accordance with this Agreement, uses the leasing object for a purpose contrary to the terms and conditions of the Agreement or otherwise materially breaches the terms and conditions of this Agreement;
- d) the Lessee or Guarantor has provided misleading information to the Lessor or concealed information, which could have influenced the conclusion of this Agreement or its terms and conditions; or
- e) the Lessee or Guarantor terminates its business operations or materially changes or reduces the operations or material changes occur in the Lessee's ownership, or
- f) as a result of threat of insolvency or other similar reason, fulfilment of the Lessee's or Guarantor's responsibilities based on the Agreement can be considered to be essentially endangered; or
- g) the security provided by the Lessee concerning this Agreement or another obligation to the Lessor is no longer sufficient.

The Agreement terminates in four (4) days from the time when the Lessor gave notice of termination to the Lessee. If the Lessor terminates this Agreement, the Lessor also has a right to terminate all other rental and leasing agreements concluded with the Lessee. If the Lessor terminates this Agreement on any of the aforementioned grounds, the Lessee is liable to pay to the Lessor in addition to the outstanding rent and other payments:

- a) all costs incurred from the repossession, sale, re-lease or valuation of the leasing object and all other expenses incurred as a result of the termination of the Agreement;
- b) any payments or other costs, arising from the leasing object or its use, for which the Lessee is by law or contract liable and which the Lessor has to pay as the owner of the leasing object or otherwise after termination of the Agreement;
- c) and as compensation for damages the current value of all remaining rent amounts of the actual leasing term at the time of termination and the residual value of the leasing object. The current value is calculated with 2 (two) per cent (p.a.) imputed interest on the compensation due date. The compensation becomes due for payment on request. The net income (i.e. selling costs are deducted from the selling price) obtained from the realization of the leasing object is deducted from the Lessor's receivables.

15. Return of the leasing object

After termination of the Agreement due to expiry of the leasing term or any other reason, the Lessee shall be liable at its own expense (inclusive of, for example, dismounting, packaging, transport, storage and insurance costs and duties, tariffs, taxes or other similar payments resulting from export or import) and risk to deliver the leasing object to a place in Finland decided by the Lessor. At the time of return, the leasing object shall be in the condition as specified in clause 9 of this Agreement. If the Lessee fails to return the leasing object and/or the leasing object is not in the condition as specified in clause 9 of this Agreement at the time of return, the Lessor shall be entitled to take possession of the leasing object and to ensure that it is restored to the aforementioned condition at the Lessee's expense.

16. Transfer of the Agreement

The Lessor shall be entitled to transfer its rights and/or obligations in this Agreement and ownership of the leasing object to a third party. After having received notification of the transfer, the Lessee shall make all payments under this Agreement to the Transferee. The Lessee is not allowed to transfer its rights or obligations in this Agreement to a third party without the written consent of the Lessor.

17. The Lessee's obligation to inform

The Lessee shall inform the Lessor without delay of its change of name and/or address. The Lessee shall, at the Lessor's request, provide the Lessor with information concerning the Lessee's financial position. Furthermore, the Lessee shall immediately and on its own initiative notify the Lessor of any significant changes that have occurred in its business operations. Such changes include, for example: change in the form of business or field of operation, termination of business activity, considerable extension or reduction, material changes that have occurred in the Lessee's financial interests or ownership base or changes occurring in connection with the ownership and commitments of the Lessee's other companies.

18. Other terms

This Agreement forms the entire agreement between the Lessor and the Lessee. The principles concerning the leasing of movable property shall not apply to this Agreement, nor shall the provisions of a non-mandatory law that are in conflict with this Agreement. This Agreement can only be changed in writing. Any change made in any other way is not valid. The Lessor having once or several times waived any of its rights pursuant to this Agreement does not prevent the Lessor from subsequently pleading the same right in a similar or equivalent situation. The Lessee gives its consent to the Lessor to disclose information concerning this Agreement or the Lessee to the Supplier or another Siemens AG Group Company. Unless otherwise stated in a separate written authorization given by the Lessor, the Supplier or anyone else, who presents this Agreement for the Lessee to sign, does not represent and is not an authorized representative of the Lessor in any matters pertaining to this Agreement. The Lessor is not responsible for any warranties, promises or other commitments made by such person. The Supplier or its representative is also not the Lessee's representative or proxy in relation to the Lessor.

19. Force Majeure

The Lessor shall not be liable for damage or delay caused by legal enactments, actions of authorities, industrial action, act of war or any other reasons beyond the control of the Lessor.

20. Settlement of disputes

This Agreement shall be governed by Finnish law. All disputes arising from this Agreement shall be settled in the Helsinki District Court.

21. Processing of personal data

Personal data given with agreement is processed in accordance with Siemens Financial Service's guidelines for the processing of personal data. Further information of personal data processing is available at <https://new.siemens.com/global/en/general/privacynotice.html> or by contacting dataprotection@siemens.com or by letter to Siemens Financial Services, Att: Nordic Data Privacy, Box 3094, 169 03 Solna, Sweden. Personal data may be supplemented from private or public registers available information, eg to update contact information.