12 March 2019

OMA SAVINGS BANK PLC
Programme for the Issuance of Senior Unsecured Notes and Covered Bonds
EUR 1,500,000,000

Under this 1,500,000,000 euros note issuance programme (the "**Programme**"), Oma Savings Bank Plc ("**Issuer**" or "**Oma Savings Bank**") may from time to time issue senior and unsecured notes ("**Senior Unsecured Notes**"), and covered bonds under the Finnish Act on Mortgage Credit Bank Activity (laki kiinnitysluottopankkitoiminnasta 688/2010) (the "**MCBA**") ("**Covered Bonds**") denominated mainly in euro (the Senior Unsecured Notes and the Covered Bonds together the "**Notes**"). The Notes will be subject to a minimum maturity of one year and a minimum denomination of EUR 100,000 per Note. The Programme provides that Notes may be listed on the regulated market of Nasdaq Helsinki Ltd (the "**Helsinki Stock Exchange**") as specified in the final terms of the relevant tranche of Notes (the "**Tranche of Notes**") (the "**Final Terms**"). The Issuer may also issue unlisted Notes.

This Base Prospectus (the "**Base Prospectus**") should be read and construed together with any supplement hereto and with any other documents incorporated by reference herein, and, in relation to any Series of Notes and with the Final Terms of the relevant Tranche of Notes. See "*Information Incorporated by Reference*".

This Base Prospectus has been drawn up in accordance with the Finnish Securities Markets Act (746/2012) (the "**Finnish Securities Markets Act**"), the Decree of the Finnish Ministry of Finance on the Prospectus referred to in Chapters 3 to 5 of the Finnish Securities Market Act (1019/2012), the Commission Regulation (EC) No 809/2004, as amended, in application of the Annexes IX, XIII and XX thereof, and the regulations and guidelines of the Finnish Financial Supervisory Authority (the "**FIN-FSA**"). The FIN-FSA, which is the competent authority for the purposes of Directive 2003/71/EC (as amended by Directive 2010/73/EU, the "**Prospectus Directive**") and relevant implementing measures in Finland, has approved this Base Prospectus (journal number FIVA 9/02.05.04/2019) but assumes no responsibility for the correctness of the information contained herein.

Besides filing this Base Prospectus with the FIN-FSA, the Issuer has not taken any action, nor will it take any action, to render the public offer of the Notes, or their possession or distribution of this Base Prospectus or any other documents relating to the Notes admissible in any other jurisdiction than Finland requiring special measures to be taken for the purpose of public offer.

The Notes have not been, and will not be, registered under the U.S. Securities Act 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state of the United States. The Notes may not be offered, sold, pledged or otherwise transferred directly or indirectly within the United States or to, or for the account or benefit of, U.S. Persons (as defined under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable state securities laws.

Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will be specified in the applicable Final Terms. As at the date of this Base Prospectus, the Issuer has long- and short-term counterparty credit ratings "BBB+/A-2" by Standard & Poor's ("**S&P**"). At the date of this Base Prospectus, Covered Bonds to be issued under the Programme are rated AAA and their rating will be specified in the applicable Final Terms. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Investment in the Notes involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are discussed under "*Risk Factors*" below.

Arranger

Danske Bank

IMPORTANT INFORMATION

IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors" as Applicable, the Notes, from 1 January 2018 are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of the Insurance Mediation Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

In this Base Prospectus, "**OmaSp**" or the "**Company**" refers to Oma Savings Bank Plc and its consolidated subsidiaries, except where context may otherwise require. All references to the "**Issuer**" or "**Oma Savings Bank**" refer to Oma Savings Bank Plc.

Danske Bank A/S ("**Danske Bank**" or the "**Arranger**") is acting for OmaSp as the arranger of the Programme. The Arranger is not acting for anyone else in connection with the Programme, and will not be responsible to anyone other than OmaSp for providing the protections afforded to their respective clients nor for providing any advice in relation to the Programme or the Notes. Investors should rely only on the information contained in this Base Prospectus.

Without prejudice to any obligation of OmaSp to publish a supplement to prospectus pursuant to applicable rules and regulations, neither the delivery of this Base Prospectus nor any sale or delivery made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of OmaSp since the date of Base Prospectus or that the information herein is correct as of any time subsequent to the date of this Base Prospectus.

In making an investment decision, each investor is advised to rely on their examination, analysis and enquiry of OmaSp and the terms and conditions of the relevant Tranche of Notes, including the risks and merits involved. Neither OmaSp, the Arranger nor any of its respective affiliated parties or representatives is making any representation to any offeree or subscriber of the Notes regarding the legality of the investment by such person. Investors are advised to make their independent assessment of the legal, tax, business, financial and other consequences of an investment in the Notes.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any information supplied by OmaSp or such other information as is in the public domain, and if given or made, such information or representation should not be relied upon as having been authorised by OmaSp or the Arranger. No representation or warranty, express or implied, is made by the Arranger as to the accuracy or completeness of the information contained in this Base Prospectus, and nothing contained in this Base Prospectus is, or shall be relied upon as, a promise or representation by the Arranger in this respect, whether as to the past or the future.

The Arranger assumes no responsibility for the accuracy or completeness of the information and, accordingly, disclaims to the fullest extent permitted by applicable law, any and all liability whether arising in tort, contract or otherwise, which it might otherwise be found to have in respect of this Base Prospectus or any such statement.

Nothing contained in this Base Prospectus is, or shall be relied upon as, a promise or representation by OmaSp as to the future. Investors are advised to inform themselves of any press and/or stock releases published by OmaSp since the date of this Base Prospectus.

The distribution of this Base Prospectus may, in certain jurisdictions, be restricted by law, and this Base Prospectus may not be used for the purpose of, or in connection with, any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. Investors are advised to take such restrictions, as applicable, into account in any activities they may take regarding or based on the Base Prospectus. No actions have been taken to register or qualify the Notes, or otherwise to permit a public offering of the Notes, in any jurisdiction outside of Finland. OmaSp does not accept any legal responsibility for any violation by any person, whether or not a prospective purchaser of Notes is aware of such restrictions. In particular:

- the Notes may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into the United States, Australia, Canada, Hong Kong, Japan, Singapore or any other jurisdiction in which it would not be permissible to offer the Notes; and
- this Base Prospectus may not be sent to any person in the aforementioned jurisdictions.

This Base Prospectus has been prepared in English only. The Notes are governed by Finnish law and any dispute arising in relation the Notes shall be settled exclusively by Finnish courts in accordance with Finnish law.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET
The relevant Final Terms in respect of any Notes will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue of the Notes about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "MiFID Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

CONTENTS

RISK FACTORS

Investors considering investment in the Notes should carefully review the information contained in this Base Prospectus, including supplements hereto and any other documents incorporated by reference herein, and, in particular, the risk factors described below. Factors possibly affecting an investment decision are also discussed elsewhere in this Base Prospectus. Investing in the Notes involves inherent risks. Should one or more of the risk factors described herein materialise, it may have a material adverse effect on OmaSp's ("the Company") business, financial condition, results of operations and future prospects and, thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes. As a result, investors may lose part or all of their investments. In this section, a summary of certain risk factors are illustrated, namely general risks pertaining to the Company's business operations and material risks relating to the Notes as financial instruments. This description is based on information known and assessed at the time of preparing this Base Prospectus, and therefore, the description of the risk factors is not necessarily exhaustive. The risks involved in an investment in the Notes are not limited to the factors identified below and the sequence in which the following risk factors are listed is not an indication of their likelihood to occur or of the extent of their commercial consequences. Most of the risk factors identified below are contingencies and the Company is not in a position to express a view on the likelihood of any such contingency occurring. All investors should read the detailed information set out elsewhere in this Base Prospectus and make their own evaluations of the risks associated with an investment in the Notes and consult with their own professional advisers if they consider it necessary.

Risks Related to the Company's Operating Environment and General Market Conditions

Uncertainty and unfavourable development in the global economic and capital market conditions could adversely affect the Company business, results of operations, financial condition, liquidity and capital resources

In recent years, there has been considerable fluctuation in the overall economic and capital market conditions in Europe and elsewhere in the world in consequence of, *inter alia*, the debt crises of certain European countries. Even though the overall economic and capital market conditions have somewhat improved lately, this is no guarantee that similar fluctuation would not continue in the future. The Company is especially vulnerable to macroeconomic conditions in Finland and Europe but also local economic problems in areas where the Company has a good market position and a large number of customers may have an adverse effect on the Company's business.

Negative economic developments, political decisions or a rapid contraction of the labour market in the Company's operating environment may negatively affect the willingness of the Company's customers to borrow or invest or their ability to repay loans due to e.g. increased unemployment, payment difficulties and/or other phenomena harmful to economic development.

Concerns over geopolitical tensions in areas including the Middle East, North Korea and East Ukraine, the debt crises of certain EU Member States, and political development and its trade policy impacts, such as the envisioned exit of the United Kingdom from the EU ("Brexit") and the decisions taken by the administrations of various nations on customs duties and equivalent tariffs have affected and are likely to continue to affect global economic conditions. Even though the economic development of many European nations has recently been favourable and confidence in economy has risen, there is nonetheless a risk that economic conditions in the euro zone will deteriorate or the political climate will change. These or other geopolitical tensions or political developments may result in higher uncertainty and volatility in the markets.

Developments in market conditions are difficult to anticipate because these are affected by macro-level changes in the capital markets as well as many other factors including but not limited to the equities, bond and derivatives markets and actions taken by various administrative and regulatory authorities and central banks, which are beyond the Company's control. Uncertainty continues to prevail in the global markets and the possibility cannot be ruled out that global economy will again enter a recession or even depression that could be deeper and of longer duration than the economic downturns of recent years.

Overall economic development and changes of the operating environment may have a material adverse effect on the Company's business. Slower economic growth, recession or any unfavourable economic development in Finland or Europe in particular may affect the Company's business in numerous ways. In addition, the Company may fail to adapt its business to a long-running economic recession or stagnation. A decline in the availability of financing or the willingness of enterprises and private individuals to borrow, save and invest or an increase in the price of financing may also have a negative effect on demand for the Company's services and products.

The realisation of any of the aforementioned risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The development of the Finnish housing and property market may be different in different parts of the country and unfavourable development of economic conditions in Finland could adversely affect the Cover Asset Pool and thereby have a material adverse effect on holders of Covered Bonds

The development of the Finnish housing and property market plays a central role to the Company's business because a significant part of the loans granted by the Company have been granted to the home and property acquisitions of private individuals and corporations and the loans granted by the Company are often secured by homes and properties. The Company has traditionally held a good market position in certain geographic areas outside the Helsinki region in which a significant portion of its loan portfolio and the properties securing the loans granted by it are concentrated, and the Company is thus partly dependent on the local development of these geographic areas. The housing and property market in these areas may be exposed to risks relating to local economic development that may not necessarily correlate with the development of the Finnish housing and property market overall.

Under the MCBA, the Covered Bonds shall be covered at all times by a specific pool of qualifying assets (the "**Cover Asset Pool**"). The Cover Asset Pool includes loans secured by residential properties located in Finland. Accordingly, the credit quality of the Cover Asset Pool could be adversely affected by, among other things, adverse developments in the economic conditions in Finland, such as in residential markets of Finland. The value of housing and residential property collateral of the loans granted by the Company, and therefore value of the Cover Asset Pool may decline sharply and rapidly in the event of a general downturn in the value of real estate property in Finland. The impact of the economy and business climate on the credit quality of borrowers and counterparties as well as on the market value of residential properties, can affect the recoverability of loans and amounts due from the Issuer's debtors.

Negative economic developments, such as the ones described above, could have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The Company is exposed to systemic risk

Since the national financial and capital markets are integrally linked to the global financial and capital markets, the Company is exposed to so-called systemic risk. Systemic risk refers to a situation in which e.g. the payment defaults, financial difficulties or other financial insecurity of a domestic or foreign bank or financial institution may lead to liquidity issues, losses and other negative financial consequences targeted to the actors in the financial sector. For example, if an individual financial institution in Finland or abroad experiences financial difficulties or is exposed to other financial disturbance, this may have adverse ramifications also on other financial institutions due to loans, trading or other links between financial institutions. If realised, systemic risk may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Risks relating to the Company's Business Operations

The Company may not necessarily be able to implement its strategy or adjust it to changes in the operating environment, or the chosen or implemented strategy may turn out to be wrong

The successful implementation of the Company's strategy depends on several factors, some of which are at least in part beyond the Company's control. The Company may not necessarily be able to successfully implement its strategy and achieve its financial targets due to e.g. the market situation or failure in the management of the Company. There can also be no assurances that the strategy chosen by the Company is the right one.

The Company's strategy consists of the following cornerstones: (i) fostering of excellent customer experience; (ii) active seeking of profitable growth through excellent customer service and good availability of services; (iii) fostering of the high profitability by taking care of profitability of customer relationships, focusing on efficient operation as well as by keeping funding expenses on a low level in relation to the interest rate of lending, and; (iv) active management of risks as an aim to keep solvency continuously on a high level. The Company seeks to further enhance its quality and customer experience and to constantly introduce new and innovative services and solutions to its customers. The Company's success is first and foremost based on skilled personnel and ongoing enhancement of expertise and services. A central part of the Company's strategy is to maintain a good availability of services to all of its customer and the Company has a wide branch network, which extends also outside the biggest growth centres. Historically, the Company's primary market areas have included South Karelia, South Ostrobothnia, South Savonia, Häme, Kymenlaakso, Pirkanmaa, North Karelia and Satakunta, for which reason the network of branches is heavily represented in those areas. As a result of changes in its operating environment, such as urbanization, the demand for the Company's services and products may change in areas historically important to the Company's business due to, for example, migration directed to the biggest cities. The Company has previously reacted to changes in its operating environment by, for example, closing or merging branches in 2016 as well as by opening new branches in Helsinki, Turku and Oulu in early 2019.

If the Company is unsuccessful in implementing its strategy or if the chosen strategy turns out to be wrong, this could have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The financial sector is a tightly regulated industry and changes in legislation concerning the Company's industry and developments in case law may be unfavourable to the Company

The Company operates in a regulated and supervised industry. The banking business and the provision of financial services are tightly regulated and the predictability of the legal operating environment is important to the Company. There can be no assurances that the authorisation granted to the Company by the authorities or its other authorisations will not be rescinded or their contents changed in a manner unfavourable to the Company's business, or that the authorities will in future grant to the Company any authorisations that it may require.

Unfavourable changes in legislation and unforeseeable interpretations of legal praxis or by the authorities may have an adverse effect on the Company's capacity to pursue its business. Possible changes in the finance sector regulation material to the Company (such as regulation relating to credit institution activities and the solvency and liquidity of credit institutions), regulation related to auditing, actions by the authorities and requirements imposed by the authorities, and the manner in which the said laws, statutes and actions are enforced or interpreted as well as the application and enforcement of new laws and regulations are beyond the Company's control. New regulations or authority interpretations regarding credit institution operations may, for example, lead to additional administrative costs. In addition, changes in regulations may cause renewal needs to the Company's IT systems if, for instance, reporting requirements change. Should the regulations regarding solvency and liquidity tighten, it could cause additional costs and expenses for the Company by, for example, requiring the Company to maintain a higher solvency or liquidity buffer.

There can be no assurances that the Company will succeed in adjusting its business or strategy to changes taking place in the regulatory environment or its interpretation or because of loss of advantages concerning a specific status or authorisation. If the Company is unable effectively to manage regulatory risks or react to future changes, this may result in higher costs, fines, administrative consequences, other consequences harmful to the Company's reputation, suspension of operations or, in an extreme case, the modification or withdrawal of authorisations. If realised, the aforementioned and other risks relating to the supervisory and regulatory systems may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Realisation of risks relating to compliance with regulation, requirements of customers and other stakeholders as well as legal proceedings may have a material adverse effect on the Company's business

The Company and its employees are required to comply with numerous different laws, regulations and decrees at both the national and EU level, such as regulation relating to credit institution activities; regulation concerning the provision of investment services and payment services; data protection; labour and competition regulations; laws, regulations and decrees in the field of company and securities markets law; accounting and tax laws and laws relating to customer due diligence and the prevention of money laundering and terrorism financing. If necessary, the Company must adjust its policies to conform to possible new legislation.

The Company's business is guided by its own Code of Conduct, which is supplemented by various internal procedural rules, principles and policies, which the Company itself defines. There is the risk that the Company's employees may neglect to comply with legislation or regulations or the terms and conditions of authorisations and regulatory approvals or internal Company policies. Liabilities from negligence or violations that have already occurred or are ongoing may also transfer to the Company by means of corporate acquisitions and reorganisations.

The services and products provided by the Company have been designed to meet customer expectations in terms of quality and also to comply with applicable laws and regulations. However, there can be no assurances that the products and services provided by the Company fulfil all aforementioned expectations, regulations or requirements under all circumstances. Claims made against the Company by the Company's customers or counterparties or by the authorities may result in legal proceedings relating to e.g. contractual liability, employer's liability, liability under securities markets law or suspicion of criminal offence. The Company may also for other reasons become a party or subject to legal proceedings or arbitration, administrative, official or other similar proceedings. Such legal proceedings may have the outcome of the Company being ordered liable for damages, ordered jointly and severally liable to compensate for a third party or ordered to pay a fine. The aforementioned processes and proceedings or the threat thereof may also give rise to other costs and liabilities, take up the time of Company management, cause uncertainty affecting the Company's business and also in other ways have an adverse effect on the Company's business. Such legal proceedings could also have a negative effect on the reputation of the Company among the current and potential customers and counterparties due to which the Company could lose customers. In addition, the Company may incur material adverse consequences if contractual obligations are not enforceable in the manner intended or if they are enforced in a manner that is detrimental to the Company. Violations of internal or external regulations by Company employees may also have a direct material adverse effect on the Company if corporate fines are ordered to the Company due to violation.

If the Company is unable to respond to customer expectations or requirements imposed under regulations, this may, inter alia, undermine the Company's sales and reputation and result in liability for damages or other consequences. The Company may be required to adapt its operations if it becomes subject to legal proceedings that result in the Company being ordered liable for a fine or damages or in consequence of which special obligations are imposed on the Company. Realisation of the aforementioned factors may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The Company may fail to comply with requirements relating to the prevention of money laundering and terrorist financing or the procedural requirements concerning the provision of banking and investment services

Compliance with the legislation concerning the prevention of money laundering and terrorist financing is an integral element of the Company's business. The Company's statutory duties include, *inter alia*, customer due diligence and identification of suspicious or unusual transactions. The Company must ascertain the identity of its customer and be familiar with the customer's operations and background to the extent required by the customer relationship. In addition to complying with legislation concerning the prevention of money laundering and terrorist financing, the Company must also comply with relevant applicable sanctions regulation. The Company must be able to identify parties that are subject to sanctions and possibly refuse transactions with such parties or freeze the assets of parties subject to sanctions. Even though the Company conducts customer due diligence and monitors the customer's business, it is possible that the Company will fail to identify suspicious or prohibited transactions either in a timely fashion or at all, in addition to which it is also possible that customers will provide incorrect or incomplete information about themselves or their business transactions.

In the provision of investment products and investment services, the Company must comply with the procedural requirements imposed in the Act on Investment Services. Before providing an investment product or service, the Company shall, *inter alia*, classify the customer in the manner required under the law and obtain the information about the customer determined in more detail in the law, based on which the Company assesses the appropriateness and suitability to the customer of the services and products provided by it. The Company is required to ensure that the recording of data in investment services and the arrangements for data retention have been designed so that the Company is capable of investigating and ascertaining compliance with procedural rules after the fact and responding to possible customer claims in situations where customer complaints or claims for compensation are lodged regarding the provision of an investment service. In the provision of banking services, the Company shall in turn comply with, *inter alia*, the procedural obligations laid down in the Act on Credit Institutions and the Consumer Protection Act. Banking and investment services also involve a significant number of obligations other than procedural ones directly relating to the customer relationship, for example obligations relating to international tax reporting and information-sharing. Although the Company endeavours at all times to comply with all procedural obligations relating to the provision of banking and investment services as well as with other obligations, it is possible that the Company will fail to comply with the statutory obligations applicable to it, in addition to which it is also possible that customers will provide incorrect or incomplete information about themselves.

Errors in customer due diligence, compliance with procedural provisions concerning investment and banking services and other obligations relating to the Company's operations may cause the Company direct losses in the form of sanctions and liability to compensate as well as indirect losses in the form of reputational risk. Realisation of the aforementioned factors may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Changes in the number of customers, the demand for services and the pricing of the services may decrease the Company's interest income, fee and commission income, and net gains on investments

The Company provides its customers with, *inter alia*, deposit accounts, credits, payment transaction services and investment services. The Company also invests funds, which it has raised from the public. If current customers cut back the demand for deposit accounts, credit, payment transactions and investment services or other services or if the acquisition of new customers becomes more difficult in the future, this would, in turn, reduce income from investing activities, other fee income or income from credit, which would decrease the Company's operating income. It is also possible that increased competition will result in the Company having to lower the interest rate margins on its loans or to raise the interest rates paid on deposits, and possibly to lower its fees relating to the provision of services. Changes in the interest rate markets or banking and investment service regulation may also decrease the Company's income from interests, fees and investments. Even if the gross income of the Company were to increase or remain at the current level, the Company's net income could decrease due to several different reasons. The realisation of the interest rate risk described below under "*Risks relating to financial condition and financing"*, for example, or another increase of the cost of financing obtained by the Company or its other costs which the Company is unable to pass on to customers may reduce the Company's net income even if its gross income were to increase or remain at the current level.

Realisation of the aforementioned factors may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The Company may not necessarily be able to respond to tighter competition, develop its services or solutions in line with competitors, or digital development may force the Company to make additional investments

The banking services market in Finland is highly competitive and the Company competes with several major companies and partly also with companies offering new payment, financing and investment services (such as e.g. peer to peer lending and crowdfunding services) for the same customers. Current or new competitors may expand to one or more markets central to the Company or they may seek to increase their market share through aggressive pricing strategies or by other means. If competition were to intensify to a significant extent, the Company's income or demand for the services provided by it could decrease, which would have an adverse effect on the profitability of the Company's business.

The Company's market position also depends both on the ongoing development of services, solutions and processes and on long-term customer relationships. The Company's future growth and success depend on its consistent ability to identify changes in the behaviour and demand of consumers, investors and the public sector, to respond to such changes, to develop its internal processes, to increase the efficiency of its operations, to cut its costs and to introduce on the market new and better services or solutions in a timely manner in all of its key business functions by using existing or new processes and services. The Company's future growth and success likewise depend on its consistent ability to offer and market services and solutions in evolving markets. If current competitors or possible new operators in the industry succeed in developing processes or offering services and solutions in an innovative manner or one which generates competitive advantage and the Company is unable to respond, it may have a material adverse effect on the Company's business, financial condition and operating results. A material adverse effect may also arise if competitors are better than the Company in capitalising e.g. on the opportunities brought about by digitalisation.

There can also be no assurances that the Company will be able to respond to its customers' needs and develop new services or solutions in a manner satisfactory to customers. The Company may not necessarily recoup the investments made by it in the development of new services or solutions and it may not necessarily have the resources to capitalize with e.g. digitalisation to improve profitability. The failure of the Company to compete with competitors, to capitalise on evolving digitalisation, to anticipate customer behaviour to a sufficient extent, and to develop its business and increase the efficiency of its operations may have a material adverse effect on the Company's business, financial condition, operating results, reputation and future prospects.

Realisation of any of the aforementioned risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Failure to recruit skilled management or personnel or loss of key employees may affect the Company's ability to pursue its business or to grow

The success of the Company depends, *inter alia*, on top management and other personnel and on the ability of the Company to hire, develop, train, motivate and retain skilled personnel. Especially in markets where the Company is not a generally recognized employer, the Company may experience difficulties in attracting skilled personnel for key executive positions and face the risk of losing key employees to competitors. The requirements concerning the composition and activities of credit institution management arising from finance sector regulation as well as the restrictions on credit institution remuneration schemes may make it more difficult to attract suitable or skilled personnel for key executive positions. The Company's possible difficulties in attracting skilled personnel or the loss of key employees may affect the profitability of the business. Additionally, the Company may not necessarily be able to develop its processes or services if there is insufficient availability of skilled personnel. The lack of skilled personnel with suitable experience in key positions may also increase liability risk and affect the Company's ability to grow.

Realisation of the risks relating to the hiring of personnel and the retention of top management and key employees may lead to higher operating costs, losses of customer relationships or profits, loss of knowhow, reputational weakening and possible liabilities. Realisation of the aforementioned factors may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Realisation of risks relating to possible corporate acquisitions may have a material adverse effect on the Company

The Company seeks to grow organically and the Company may make corporate acquisitions or other corporate transactions to develop its business. Corporate acquisitions may involve obligations and risks relating to their nature or value. Factors relating to the acquisition target's business, financing, integration issues, markets and macroeconomic reasons and other factors may have a material adverse effect on the Company's business and financial standing.

If the Company seeks out potential acquisition targets, there can be no assurances that the Company will find suitable targets and be capable of carrying out the envisioned acquisition. If the Company seeks to dispose of parts of its business, there is the risk that a buyer is not located, that the required approval of the regulatory or competition authorities is not obtained on reasonable terms or at all, or that such a transaction will have unforeseeable negative effects on the Company's other business.

There can also be no guarantee that the Company will be able to complete planned corporate acquisition on the desired timetable, at the desired price and on the desired commercial terms, or at all, that the integration and synergies of earlier or future corporate acquisitions or corporate divestments are realised according to plans, that the counterparty in the corporate acquisition fulfils its obligations to the Company arising from the transaction, or that corporate reorganisations do not cause the Company material adverse consequences arising from breach of representations and warranties given by or to the Company.

If corporate acquisitions are not carried out as planned or in the intended timetable or at all, or if other risks relating to corporate acquisitions presented above are realised, this may undermine or delay the benefits desired to accrue from the acquisition or prevent them altogether. Realisation of the aforementioned factors may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Operational risks and disruptions in the Company's business may have a material adverse effect on the Company

Operational risks in the operations of the Company relate to the functioning of internal processes or systems, the functioning of the Company's IT systems and the ability of the Company to retain expert employees. In addition, the Company is exposed to operational risks arising from the external operating environment, for example possible disruptions in payment transactions. Operational risks and the associated losses may be due to deficiencies in internal processes and procedural consistency within the Company, mistakes made by employees or subcontractors, or disruptions in information systems or external systems as well as situations of *force majeure.*

The Company has outsourced the maintenance of its IT and telecommunications systems to subcontractors almost in its entirety. Risks relating to IT and telecommunications systems are described in more detail under "*– The Company's operating conditions are dependent on the uninterrupted functioning of IT systems and reporting and monitoring systems and the renewal of IT systems may cause considerable costs to the Company".* Additionally, the Company's business depends on the uninterrupted operation of other services maintained by subcontractors and the subcontractor chain, for example services relating to payment transactions and card payments.

Compliance risk is also a part of the Company's operational risks. Compliance risk refers to the risk arising from non-compliance with external regulation, internal procedures and appropriate procedures and ethical principles in the customer relationship. Realisation of the risk may result not only in financial losses but also other consequences (e.g. corporate fines, separate penalty payments and fines imposed for breach of obligations, warnings and reprimands issued by the authorities). Realisation of the compliance risk may also result in the deterioration or loss of reputation or confidence. The Company seeks to observe common risk management principles, in addition to which substantial resources have been allocated to the development of effective methods and to the training of personnel, and particular attention has been paid to the operations of the so-called supervisory units (independent internal audit, risk management and compliance functions). Despite these, there can be no absolute certainty that these measures would be sufficient for managing operational risks.

The Company has implemented measures to manage operational risks and to mitigate the possible losses arising from them and the Company is expected to implement such measures also in the future. However, there can be no assurances that such measures are capable of managing all operational risks to which the Company may be exposed. If one of the aforementioned risks or another operational risk is realised, this may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The Company's operating conditions are dependent on the uninterrupted functioning of IT systems and reporting and monitoring systems and the renewal of IT systems may cause considerable costs to the Company

The Company has outsourced its IT services to subcontractors almost in their entirety. Therefore the Company is dependent on IT systems and telecommunications connections maintained by subcontractors. IT systems and telecommunications connections are of considerable importance to the Company's business. The Company widely relies on IT systems and telecommunications connections for interaction between employees and customers and in daily business operations in *inter alia* banking, asset management, risk management and business function monitoring. In addition, the Company uses IT systems and telecommunications connections in the processing of transactions, the maintenance of registers, customer management, summaries and the reporting of the results of operations, compliance with administrative, legal and tax-related requirements, and other processes relating to the management of the Company's business. The functioning of the Company's information systems may be interrupted for any number of reasons, for example ongoing IT system and service provision development projects, third-party service providers, power outages, information security breaches or major accidents, such as fire or natural disaster, and due to operator error on the part of the Company's own employees or the employees of subcontractors. Material interruptions and severe malfunctions in the operation of information systems may significantly hamper and undermine the Company's business, operating results and financial condition.

The ability of the Company to provide its services is also dependent on its ability to store, retrieve, process and manage databases that are essential to the continuity of the Company's operations and to expand and update its data processing methods. The loss or destruction of stored data, mechanical malfunction or malfunctions in the operation of hardware or software, malfunctions in telecommunications or fires, power outages or other disruptions may have a material adverse effect on the Company's business, the continuity of its business, operating results and/or financial condition. Although the Company has in place methods for restoring functions and insurance policies for protection in case of such events and the ensuing risks, there can be no assurances that insurance policies or such services will be available, will cover all losses or compensate for the expenses arising from loss of customers during the period when the Company is unable to provide services.

The systems used by the Company have been developed and upgraded in recent years and the Company seeks to continue the development of the systems also in the future. System development and updating are undertaken in order to improve their reliability and the accuracy of the information generated. Upgrades that have been made and may possibly be made in the future may also in practice increase, in the short term, the uncertainty factors associated with the use of the systems. The Company has recently announced that it will have an extensive renewal of the basic bank system, which is also expensive by nature, so the implementation of these undertakings in the future may cause considerable costs to the Company. Cost estimates of the extensive renewal undertakings may also exceed and their timetable may stretch.

Changes in legislation or guidelines or interpretations of the authorities may also obligate the Company to upgrade its IT and telecommunications systems, to make investments to develop or replace its existing systems, or otherwise increase the Company's IT infrastructure expenditure. Such upgrades, investments and/or projects may cause interruptions in the availability of the Company's IT and telecommunications systems and the investments may take place at the expense of other projects important to the business. Difficulties in maintaining, upgrading, integrating or outsourcing IT systems and data processing and problems with the quality or information security of services and data may have an adverse effect on the Company's business and administration.

The aforementioned deficiencies, disruptions or malfunctions relating to the IT systems and telecommunications connections of the Company and third parties may have material adverse effects on the Company's customers. The Company may be prevented from e.g. making transfers of funds or statutory notifications to the authorities at the agreed times or without fault, which may result in the Company or its customers suffering considerable financial losses and the reputation of the Company being harmed.

If realised, all of the aforementioned risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The use of cooperation partners involves risks, such as action harmful to the Company on the part of such partners or uncertainties involved in cooperation agreements

The Company uses several cooperation partners in its business. The Company may be liable also for the possible mistakes of its subcontractors and the harm arising therefrom. Even though the Company seeks to protect itself from the mistakes of its cooperation partners and subcontractors by means of contractual arrangements, the Company may ultimately remain liable for such harm. Possible mistakes on the part of cooperation partners and subcontractors may thus cause the Company to incur liability for damages and reputational risk, which may have a material adverse effect on the Company's business.

The agreements concluded between the Company and its cooperation partners also involve risks, the realisation of which may have an adverse effect on the Company's business. The Company uses the services provided by cooperation partners in, *inter alia*, financial administration and the fulfilment of different reporting obligations. The Company also sells and markets insurance and investment products offered by its cooperation partners that supplement the Company's service offering and for the offering of which to its customers the Company is paid a fee. If an agreement concluded with a cooperation partner ends or is terminated, or if the Company is unable to extend on terms acceptable to it the agreements concluded with cooperation partners significant to its business, this may result in, *inter alia*, an increase in the Company's costs or wholly prevent the Company from providing certain services or performing processes central to its business.

Realisation of the risk relating to the use of cooperation partners may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The Company's insurance coverage may not necessarily cover all risks relating to the Company's business

The Company has insured its business by taking out ordinary property, business interruption and third-party liability insurance policies. In the view of the Company, it has sufficient insurance coverage consistent with ordinary industry practice. However, it is possible that these insurance policies will not cover to a sufficient degree all risks and accidents or that their coverage is not otherwise sufficient under all circumstances. Insurance companies may *inter alia* deny the Company's claims for indemnification in part or in full, or it is possible that ultimately they are unable to fulfil their obligations in the manner required under the insurance contract. Indemnifications may be subject to deductibles and since it is possible that compensation of the loss requires the filing of multiple indemnification claims, the amount of the deductibles may be considerable. Even if the Company's insurance coverage were to cover direct losses, it is possible that indirect losses are not necessarily included in the insurance cover.

Payment for losses not covered by insurance or an increase in insurance premiums may cause the Company payment obligations that may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The Company may fail in the identification of information security and cybersecurity risks, control and management of resourcing of risks and in compliance with regulation

Information security and cybersecurity risks in the Company's business relate to the detection of information security incidents, the adequate resourcing of cybersecurity, and the interruptions in business caused by IT services, information network services and cloud services. Additionally, *inter alia*, the EU General Data Protection Regulation involves information security and cybersecurity requirements. Owing to the nature of the services provided by the Company, the Company collects, uses, stores and processes a large amount of confidential personal data on customers and their assets. The unauthorised use, disclosure, loss or abuse of customer data may result in the Company being in violation of data protection legislation and other legislation. In addition, such attacks or actions may cause customers to discontinue their use of the Company's services or products. The Company may have to undertake corrective action and the Company's reputation may suffer. The Company may also come under investigation by the authorities, be fined or become subject to legal proceedings and have to pay damages. The Company may also need to make considerable investments in order to address such incidents.

Information security and cybersecurity risks and the related costs may be due to deficient internal processes and inconsistent procedures within the Company; error or abuse on the part of employees; inability to detect and effectively to respond to information security incidents; insufficiency of technical information security controls (e.g. cloud services); deficiencies in the Company's internal guidelines; equipment failure or disruptions in information systems or external systems; denial of service attacks or cybercrime. Consequently the Company is required constantly to monitor and develop its own information technology connections and information systems to prevent as effectively as possible the risk arising from its systems' unauthorised use, abuse, violations due to mistake or abuse of position on the part of employees, technical malfunctions, computer viruses, hacks, worms, phishing and other similar attacks designed to circumvent network security. The Company also may not necessarily be able to ensure that its internal control practices and procedures will protect it against bad faith actions or abuse of confidential information or abuse of position on the part of its own employees or the employees of its subcontractors, customers and network of cooperation partners.

There can be no assurances that interruptions of operations or information security breaches would not occur in the future. If such attacks, action or human error does occur, they may possibly result in the unauthorised use of the data of the Company's customers or they may compromise the Company's information systems and enable the use, disclosure, loss or theft of data on the Company or its customers stored in such systems. Confidential data of the Company, its customers or its cooperation partners may also fall into the wrong hands as a consequence of e.g. physical intrusion onto Company premises. The third-party disclosure of customer data and personal data, business secrets and other equivalent data and the possible abuse of such data may expose the Company to *inter alia* claims for damages, fines and legal proceedings as well as reputational risk.

The Company has in place measures to manage risks and reduce the costs possibly arising from them, and the Company is expected to continue to act the same also in the future. Despite this, there can be no assurances that such measures are sufficient to manage all information security and cybersecurity risks to the Company. If any of the aforementioned risks or another information security or cybersecurity risk is realised, this may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The Company may fail in the effective internal control of financial reporting and be exposed to the risk of its financial reporting being inaccurate or misleading

The Company requires effective internal control to generate reliable financial information. The Company has in place internal control and risk management systems as well as guidelines and controls relating to financial reporting. If the Company in spite of these fails to maintain effective internal control concerning financial reporting or fails in the introduction or integration of required new control procedures, this may have a material adverse effect on the ability of the Company to generate and provide to its management timely, reliable, accurate and up-to-date financial information about the development of the business. These factors could result in wrong decisions and action by management and sanctions imposed by the authorities. Inaccurate or misleading financial reporting may also cause investors and other third parties to lose confidence in the financial information reported by the Company or result in consequences and liability for damages under securities markets law for the defective or deficient nature of information released by the Company to the markets. Minor inaccuracies and errors have previously occurred in the Company's financial reporting, which the Company has subsequently rectified. There can be no assurance that inaccuracies and errors would not occur in the future. The realisation of any of the aforementioned risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Failure to protect intellectual property rights may have a material adverse effect on the Company and any intellectual property right infringement actions brought against the Company may cause the Company to incur costs and damage its business

The Company holds the rights to the domain names and trademarks, which it uses in its business and the Company seeks actively to protect these rights against possible infringement.

It is possible that other intellectual property rights important to the Company, such as trademarks, software or processes that the Company wishes to protect, will be developed in the context of the pursuit of business or otherwise in the Company's operations. However, there can be no assurances that the protective measures put in place by the Company will prove sufficient under all circumstances. Failure to protect, establish and/or manage intellectual property rights may have an adverse effect on the Company's business, results and financial condition.

The Company may also become subject to an intellectual property right infringement action. Responding to an infringement action could cause the Company to incur significant costs, even if the action was later found to be unwarranted, and could take away resources from other business operations. A judgment against the Company or its customers issued in infringement proceedings could give rise to considerable damages and include an injunction or other restriction imposed by the court that could prevent the Company from providing certain services or from using certain names in its business.

If the Company fails to protect its intellectual property or maintain licensing agreements in effect or if the Company becomes subject to intellectual property right infringement actions or related actions for damages, this may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The reputation of the Company may be damaged, which may have an unfavourable effect on the Company's customer acquisition and its ability to recruit and retain key employees

Customer feedback and the Company's reputation in general play a key role in both customer acquisition and when competing for skilled employees. The ability of the Company to retain the loyalty of its current customers and to attract new customers and skilled employees may deteriorate if the reputation of the Company is damaged. Reputational risk may arise from *inter alia* failures in business expansion, corporate acquisitions, failed investment actions, dissatisfied customers, possible sanctions imposed by the authorities and legal proceedings, employee error and unethical conduct, failure to provide a high-quality service and failure to comply with laws, rules and regulations, failed cooperation with contractual partners, information security breaches, misconduct on the part of partners, and equivalent factors. If realised, reputational risk may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Strikes and other industrial action may have an adverse effect on the Company's business

The Company may become subject to strikes or other industrial action which may cause interruptions of business and which may thus have a material adverse effect on the Company's business. Apart from the management, the Company's personnel are covered by the generally applicable collective agreement for the financial sector. The organisations representing employers may not necessarily be able to negotiate new, satisfactory collective agreements when the term of the earlier collective agreements expires. The current collective agreements applicable to the Company may also not necessarily prevent strikes or work stoppages. Strikes or other industrial action against the Company's customers, service providers or cooperation partners may also have an adverse effect on the Company's business.

Realisation of the aforementioned risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Competent authorities may take a broad range of actions and the Senior Unsecured Notes may be subject to write-down on any application of the general bail-in tool, if the Issuer becomes subject to recovery and resolution actions

The directive establishing a framework for the recovery and resolution of credit institutions and investment firms (European Union Bank Recovery and Resolution Directive, the "**BRRD**") entered into force on 2 July 2014, and it was implemented in Finland with effect as of 1 January 2015 by the Act on Procedure for the Resolution of Credit Institutions and Investment Firms (in Finnish: *laki luottolaitosten ja sijoituspalveluyritysten kriisinratkaisusta*, the "**Resolution Act**"), Act on the Financial Stability Authority (in Finnish: *laki rahoitusvakausviranomaisesta*, the "**Authority Act**") and by amending the Act on Credit Institutions (in Finnish: *laki luottolaitostoiminnasta*) (jointly, the "**Resolution Laws**"). The Authority Act deals with the operation and powers of the Finnish Financial Stability Authority (the "**FRA**"), being the national resolution authority having counterparts in all EU member states and established for the purposes of the enforcement of the Resolution Act and other regulation relating to recovery and resolution of financial institutions.

The aim of the Resolution Laws is to provide authorities with a broad range of powers and instruments to address failing financial institutions in order to safeguard financial stability and minimize taxpayers' exposure to losses. The new regime imposes an obligation on the resolution authority and financial institutions to prepare resolution and recovery plans for financial institutions, authorizes the resolution authority to assess the resolvability of a financial institution, and to address or remove impediments to resolvability.

Pursuant to the Resolution Act, the FRA shall draw up and adopt a resolution plan for a credit institution. The resolution plan is ready for execution in the event that the institution in question has to be placed into a resolution process. A credit institution must continuously have, both institution-specifically and at a consolidated level, own funds and eligible liabilities qualified for write-down at least the amount defined by the FRA (the so-called MREL requirement). The decision on the minimum amount of own funds and eligible liabilities qualified for write-down shall be made as part of the drafting of the resolution plan. The FRA has confirmed OmaSp's crisis resolution plan on 19 December 2017. The Financial Stability Authority has not placed specific MREL-requirements on OmaSp.

The Resolution Act vests the FRA with resolution powers and tools as provided in the BRRD. To be able to use the other resolution tools the FRA shall first place the institution in a resolution process. During the process, the institution could be subject to a number of resolution tools: mandatory write-down of unsecured debts or conversion of unsecured debts into equity (bail-in), sale of business, bridge institution and asset separation. To continue the operations of the institution, the FRA has the power to decide upon covering losses of the institution by reducing the value of the institution's share capital or cancelling its shares. This is a precondition for any support from a resolution fund administered by the FRA.

In the event of a distress of a financial institution, the new regime allows competent authorities, being the FIN-FSA in Finland, to intervene and take early intervention measures with respect to the financial institution where the FIN-FSA considers that it is likely that the institution will not be able to meet the conditions of its authorization or its other liabilities or infringes its capital adequacy requirements. Such measures include the power to require the financial institution to take measures referred to in its recovery plan, and if necessary, require the institution to convene its general meeting to approve any such measures requested by the FIN-FSA, require the institution to prepare a plan on the reorganisation of its unsecured debts as instructed by the FIN-FSA, and require the institution to change its strategy, legal or administrative structure of the institution.

The resolution authority is vested with the power to implement resolution measures with respect to a financial institution where the resolution authority considers that the financial institution in question is failing or likely to fail, and where there is no reasonable prospect that any measures could be taken to prevent the failure of the institution, that the taking of the resolution measures is necessary to protect significant public interest.

An institution will be considered as failing or likely to fail when it is, or is likely in the near future to be, in breach of its requirements for maintaining its banking license; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances). Neither the Issuer nor any of its group companies have been classified as a systematically important institution domestically or globally or as otherwise significant credit institution to financial system in Finland by the FIN-FSA.

The measures available for a financial institution subject to resolution procedures (in Finnish: *kriisihallinto*) include the power and obligation on the FRA, in order to cover losses of the distressed financial institution, to write down or convert capital instruments (shares or other equity) in the institution. The resolution instruments (in Finnish: *kriisinratkaisuvälineet*) available to the FRA under the Resolution Laws include the powers to:

- enforce bail-in; the FRA has the power to write down certain claims of unsecured creditors of the distressed financial institution and to convert certain unsecured debt claims to equity (the general bail-in tool, in Finnish: *velkojen arvonalentaminen ja muuntaminen*). Such equity could also be subject to any future write-down. Relevant claims for the purposes of the bail-in tool would include the claims of the holders of the Senior Unsecured Notes;

- enforce the sale of the business (assets or shares) of the financial institution as a whole or part on commercial terms without requiring the consent of its shareholders (or holders of other equity instruments) (in Finnish: *liiketoiminnan luovuttaminen*);

- redemption of shares and transfer of shares or assets to another institution; the FRA may transfer all or part of the business of the institution to a “bridge institution” (in Finnish: *väliaikainen laitos*) which is an entity created for this purpose by the FRA; and
- transfer all or part of assets in the distressed financial institution to one or more asset management vehicles (in Finnish: *omaisuudenhoitoyhtiö*) to allow them to be managed with a view to maximizing their value through eventual sale or orderly wind-down.

The powers set out in the Resolution Laws will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. In case the Issuer were to become subject to resolution procedures, the Senior Unsecured Notes may be subject to write-down on any application of the general bail-in tool, which may result in Noteholders (as defined below) losing some or all of their investment. However, there remains significant uncertainty as to the ultimate nature and scope of the bail-in tool and how it would affect the Noteholders and the Issuer.

The exercise of any resolution power or any suggestion of such exercise could materially adversely affect the rights of Noteholders, the price or value of their investment in the Notes and/or the ability of the Issuer to satisfy its obligations under such Notes. Also, the FRA may exercise resolution measures prior to insolvency of the relevant institution, and Noteholders may not be able to anticipate the exercise of any resolution power (including the “bail-in” tool) by the FRA. Furthermore, Noteholders will have very limited rights to challenge the exercise of powers by the FRA, even where such powers have resulted in the write down of the Senior Unsecured Notes.

The general bail-in powers set out on the FRA are not intended to apply to secured debt (such as the Covered Bonds to the extent they are secured). However, to the extent that claims in relation to the Covered Bonds are not met out of the assets comprising the Cover Asset Pool (and the Covered Bonds subsequently rank *pari passu* with unsecured debt), the Covered Bonds may be subject to write-down or conversion into equity on any application of the general bail-in powers, which may result in the holders of Covered Bonds losing some or all of their investment. It may be possible that the Resolution Laws adversely affect the price or value of an investment in Covered Bonds subject to the provisions of the Resolution Laws and/or the ability of the Issuer to satisfy its obligations under such Covered Bonds. Prospective investors in the Covered Bonds should consult their own advisors as to the consequences of the implementation of the Resolution Laws.

It is not possible to assess the full impact of the Resolution Laws on the Company and the Noteholders, and there can be no assurance that the taking of any actions contemplated in the Resolution Laws would not adversely affect the price or value of an investment in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Risks relating to Financial Condition and Financing

Changes in the Company’s liquidity and availability of financing may have an adverse effect on the Company

Liquidity risk is a very central risk in banking. Liquidity risk concerns the availability and/or price of the Company’s funding and the value and number of liquid assets in relation to the Company’s payment obligations in the Company’s balance sheet. The Company’s ability to meet its payment obligations upon their maturity and to fulfil its commitments as a creditor as well as the Company’s ability to refinance its maturing debt depend on the availability of financing at a competitive price. The Company’s liquidity position may suffer from circumstances beyond its control such as market disruptions, a deterioration in confidence in the financial markets, deflation of liquid assets such as state loans, uncertainty and speculation relating to the solvency of market participants, lower credit ratings, functional issues affecting third parties or possible performance difficulties on the part of various market participants.

The majority of the capital tied up in the business consists of capital market products and lending. Collateral in clearing and settlement and derivative operations moreover tie up capital. The majority of all borrowing has a term of less than one year and consists primarily of deposits made by the customers of the Company and certificates of deposit issued by the Company. Non-current borrowing under liabilities consists mainly of bonds issued by the Company and financing obtained from the European Investment Bank and other debt financing. Investors who have deposited their funds with the Company suddenly withdrawing their deposits from the Company constitutes a key liquidity risk. The Company may find itself unable to convert the investments in its balance sheet into cash in order to cover the funds withdrawn by depositors. The Company may also have difficulties in obtaining long-term financing or the price of long-term financing may rise.

The Company seeks constantly to assess and monitor the amount of financing required for the business in order to hold sufficient liquid assets to finance operations and to repay maturing loans and deposits. However, it is possible that the Company will fail to maintain its liquidity. In addition to the aforementioned, problems with the availability of financing and changes in the terms of financing on offer may also have a negative effect on the Company's opportunities to invest in the future development and growth of its business.

At present, the Company holds an issuer credit rating from an international credit rating agency. The covered bond programme relating to the Company's mortgage banking also holds a credit rating and individual issues under the programme or other bond issues possibly implemented by the Company may be assigned a credit rating. There can be no guarantees that the Company will in future be able to retain its current credit rating either for reasons attributable to the Company or because the credit rating agencies may modify their criteria. If the credit rating of the Company or the bonds issued by it were to be downgraded, the costs of the Company's borrowing could rise, its ability to implement new issues could deteriorate or the Company could become subject to demands with regard to e.g. additional collateral on derivative contracts or other financing terms.

If the Company is unable to obtain financing on competitive terms or at all or if its liquidity suffers, this may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Solvency regulations applicable to the Company may be tightened and changes concerning the solvency or authority decisions may have an adverse effect on the Company

Under the provisions applicable at a given time, the Company shall satisfy the solvency requirements as well as the risk and solvency management requirements applicable to its operations. The objective of the solvency management process is to assess whether the amount and nature of the Company's capital is adequate relative to the nature, extent and complexity of the Company's operations and sufficient to cover all risks of the business and the operating environment. The Company's capital structure and solvency may affect its credit rating and thus contribute to an adverse effect on the availability and costs of the Company's borrowing. Insufficient solvency could restrict the availability of financing or grow its costs, the Company's growth and its potential for implementing its strategy. Falling below with the solvency requirements applicable to the Company may cause the Company the obligation to add to its own funds by limiting profit distribution. The solvency provisions applicable to the Company or their interpretations, including e.g. macro-stability decisions by the FFSA, and any changes therein may in the future tighten the solvency requirements on the Company. For example, during the year 2018 the FFSA has tightened the maximum loan-to-value ratio of mortgages and it has contemplated the need for raising the minimum levels of risk weighting for housing loans used in solvency calculations by credit institutions in order to limit the risks associated with housing loans. The FFSA may also apply discretionary requirements regarding additional capital requirements towards banks, and through its decision given on 29 June 2018, the Board of the FFSA has decided to implement a requirement of a systemic risk buffer, which will enter into force on 1 July 2019. On the Company's part, the systemic risk buffer is 1.0 per cent, and in general, depending on the credit institution, between 1.0 and 3.0 per cent.

In addition to possible additional requirements resulting from regulation, *inter alia*, significant and unexpected losses could lead to a situation in which the Company was unable to maintain its desired capital structure. Negative changes in solvency, such as a decline in own funds or an increase in the Company's overall risk due to e.g. increased lending volumes or higher risk level in loans granted by the Company, may have an adverse effect on the Company's solvency and the availability and price of the Company's borrowing. Realisation of the aforementioned risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Realisation of interest rate risk may have an adverse effect on the Company

Since the Company pursues banking, interest rate risk plays an integral role to the Company and its realisation may have an adverse effect on the Company's results and solvency. Interest rate risk arises from the financial account consisting of lending and borrowing, capital market funding as well as the investment and liquidity portfolio. The reasons for interest rate risks are the differing bases of interest on receivables and debts as well as the different interest adjustment dates or maturity dates, in consequence of which the Company's interest expenses may rise excessively high compared to the Company's interest income. Although the Company employs tools including derivative contracts and funding with fixed price to hedge against interest rate risk, there can be no assurances that the possible realisation of interest rate risk would not may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Realisation of credit risks may have an adverse effect on the Company

A key risk to the Company consists of credit risk, i.e. a situation where a debtor or other counterparty of the Company defaults on its commitment. Credit risk counterparties in investments may consist of other banks, private persons, enterprises, public corporations and other parties, which issue interest instruments and receive deposits. Investments may be concentrated on individual counterparties, which may increase the counterparty risks of individual counterparties. Credit risks may be realised both through changes in the credit risks of investments and through actual credit risk events such as customers' payment defaults or bankruptcies. The Company's credit risk also consists of fees charged to customers, deposits of liquid assets and other fee receivables.

Other material credit risks arise in lending. Even though the Company's credit losses in lending have historically been low, this is no guarantee that significant credit losses could not arise in the future. For example, a possible rise in interest rates in the future may lead to the insolvency of the Company's customers and thereby increase the credit losses of the Company's lending. Realisation of credit risks may undermine the Company's solvency or the other requirements imposed on it for its credit institution authorisation and activities and thus restrict or prevent the pursuit of the Company's business for good or temporarily. Realisation of credit risk may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Realisation of market risks may have an adverse effect on the Company

Market risks refer to the risk of changes in the market values of balance sheet items and off-balance sheet items causing fluctuation in results. Market values change as a result of *inter alia* interests, exchange rates and stock prices and fluctuations therein. The Company's objective in equities investing is to generate competitive return on capital invested relative to profit-to-risk indicators. The Company's investments are mainly focused on deposits in other credit institutions, debt securities, shares and stakes as well as real estates.

Market risk relating to investments depends on the market situation of the relevant investment and the opportunities to successfully divest the investment. With regard to non-liquid investments, there can be no certainty that fair value can be obtained on the investment when converting it into cash, especially if the prevailing market situation is unfavourable to the sale of the investment. Divestment of investments may take place at a time when investments have to be converted into cash at fair values considerably lower than the carrying value, or the sale of the investments may fail altogether for reasons of the economy or instability in the financial markets.

Market fluctuations and realisation of market risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Changes in the fair values of investments may have a considerable effect on the Company's results and the Company may be unsuccessful in its investing activities

The investments made by the Company are measured at fair value through profit or loss. Fair value is the price, which would be received from the sale of an asset item or would be paid from the transfer of debt between the market participants in an ordinary transaction fulfilled on the date of valuation.

Changes in fair values may have a significant effect on the Company's results. The fair values of investments and their development are extremely difficult to predict if no quoted market price is available for the investments. In such a case, fair values are based on the market situation at the time of measurement and assumptions about the future development of the investment, which may prove incorrect and may not be realised at all or in the manner expected. Consequently fair values may vary considerably, which has a considerable effect on the Company's operating results. Additionally, it should be noted that the actual return on an investment may differ substantially from its measurement at a given moment and the Company may be unsuccessful in its investing activities.

Changes in the fair values of the Company's investments may cause considerably changes in the Company's results from one reporting period to the next. Additionally, the Company may be unsuccessful in its investing activities and the actual return on an investment made by the Company may differ significantly from the return anticipated at the time of investing. Realisation of the aforementioned risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The implementation of IFRS 9 "Financial Instruments" and IFRS 16 "Leases" standards as well as upcoming changes in financial reporting standards expose the Company to risks relating to adjustments of accounting policies and financial statements, which could have an effect on the figures reported by the Company

The International Financial Reporting Standards ("**IFRS**") adopted in the EU consist of the IFRS and IAS standards and IFRIC interpretations published by the International Accounting Standards Board ("**IASB**"). The Company prepares its financial statements in accordance with IFRS. The Company adopted IFRS 9 "– Financial Instruments" and IFRS 15 – "Revenue from Contracts with Customers" on 1 January 2018. The corresponding information from previous financial periods will not be adjusted. The Company adopted IFRS 16 – "Leases" on 1 January 2019.

Preparing financial statements in compliance with IFRS-standards requires the Company's management to make certain estimates and assumptions, which impact the amount of items presented in the financial statements and information provided as appendixes. The management's cental estimates concern the future and central uncertainties as at the reporting date. They are centrally related to, *inter alia*, the estimation of fair value, impairments of financial assets, loans and other receivables as well as tangible and intangible assets. Even though the estimates are based on the management's best current view, it is possible that the results deviate from the estimates used in the financial statements.

IRFS 9 – "Financial Instruments" addresses the classification and measurement of financial assets and liabilities and the removal of financial assets from the balance sheet, updates hedge accounting rules and introduces a new impairment model for financial assets. The financial period ending 31 December 2018 was the first financial period when the new standard is applied, due to which, estimation patterns and processes may still develop and the standard's final effects on the Company be specified. Especially the application of the process of expected loss of loan is a new factor that can increase variations of results in different review periods. The Company describes the effects of the adoption of IFRS 9 in its 2018 financial statements release.

Other published standard amendments and interpretations do not have a material effect on the Company's consolidated financial statement.

The IASB may in future publish new or amended standards and interpretations, which are yet to take effect and which the Company is yet to apply in its consolidated financial statements. New IFRS standards may force the Company to alter its accounting policies, accounting systems, to change its manner of business operations to comply with the new accounting standards, or to adjust the consolidated financial statements published by it. Possible future changes may have an effect on, *inter alia*, reported profitability, dividend payment capability, financial condition and financial indicators. These changes may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Realisation of tax risks may result in financial losses that may have an unfavourable effect on the Company's business

The Company's business involves a great deal of tax law regulation and supervision. Although the Company strives to comply with all regulation under tax law and makes use of external tax law experts as necessary to ensure its compliance with law, there can be no assurances that all tax risks can be detected and avoided. Changes in the financial markets regulation applicable to the Company and in material national or international tax regulation or taxation practices (such as regulation concerning the deductibility of value-added tax and interest) and the manner in which the said laws, statutes and actions are enforced or interpreted as well as the application and enforcement of new laws and regulations may have a significant effect on the Company's business.

The Company may not necessarily be able to react to new legislation, changes in the interpretation of existing legislation or other regulations issued by the authorities in an appropriate and/or timely manner. Tax risks also relate to changes in tax rates or tax legislation or their incorrect interpretation. It is thus also possible that the Company will misinterpret some rules or principles of tax regulation. Additionally, the tax authorities may re-evaluate the Company's business decisions in the context of tax audits, for example, which may result in an obligation to pay additional taxes and/or make payment by way of sanction. Increased tax legislation or changes in the interpretation of existing legislation as well as regulations issued by or audits conducted by the tax authorities may increase the Company's administrative and other costs at the expense of the Company's other investments. Changes or new interpretations of tax legislation may also have a negative effect on the Company's customers by means of lesser accrual of capital or lesser willingness to invest, for example.

If realised, all of the aforementioned tax law-related changes and risks may have a material adverse effect on the Company's business, financial position, results of operations and future prospects, and thereby, on the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Risks Relating to the Notes

The following risk factors are, among other things, material in order to assess the risks associated with the Notes. Words, expressions and references to specific conditions in this section shall have the meaning defined in the "*Terms and Conditions of the Notes*".

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact other Notes will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;

(d) understand thoroughly the terms and conditions of the Notes; and

(e) be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Credit risk in respect of the Issuer

The investors of the Notes are exposed to a credit risk with respect of the Issuer. The investor's likelihood to receive payment under the Notes is thus dependent on the Issuer's ability to fulfil its payment obligations, which in turn is to a large extent dependent on developments in the Company's business and financial performance. In particular, should the Issuer become insolvent during the term of the Notes, an investor may forfeit interest payable on, and the principal amount of, the Notes in part or in its entirety. An investor is always solely responsible for the economic consequences of his/her investment decisions.

Interest Rate Risk

Interest rate risks arise when interest rate fixing periods or interest rate bases for assets and liabilities are mismatched. The Issuer aims to protect itself from interest rate risk by entering into customized interest rate

Derivative Transactions, efficiently reducing the Issuer's exposure to interest rate risk. However, despite the Issuer's hedging activities, risk associated with fluctuations in interest rates are not expected to be zero.

No guarantee or security in respect of the Senior Unsecured Notes

There is no security on the Senior Unsecured Notes. In the event of insolvency of the Company, the Senior Unsecured Notes rank pari passu with other unsecured obligations of the Company in respect of the Company's remaining assets. In the event of insolvency of the Company, and due to the fact that no security on the Senior Unsecured Notes is given, the investor may lose the invested principal and/or the interest either partly or wholly.

Credit ratings assigned to the Issuer, any Notes or specifically to the Covered Bonds may not reflect all the risks associated with an investment in those Notes

One or more independent credit rating agencies may assign credit ratings to the Notes or to the Issuer. There are no guarantees that such ratings will be assigned or maintained. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by its assigning rating agency at any time. Any credit rating agency or the Company may withdraw the rating of the Company or any of the Notes.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

The regulation and reform of "benchmarks" may adversely affect the value of floating rate Notes linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (such as, in the case of floating rate Notes, a reference rate), are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any floating rate Notes linked to or referencing such a "benchmark". The Benchmarks Regulation (Regulation (EU) 2016/1011) has applied since 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any floating rate Notes linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant "benchmark". More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark", (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a "benchmark".

Future discontinuance of certain benchmark rates (for example, LIBOR or EURIBOR) may adversely affect the value of floating rate Notes which reference any such benchmark rate

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted. On 25 February 2019, the European Commission announced that the EU institutions also agreed to grant providers of certain benchmarks (including interest rates such as Euribor or EONIA) two extra years until 31 December 2021 to comply with the new Benchmark Regulation requirements. The Permanent Representatives Committee (COREPER) of the Council of Ministers and the European Parliament will have to formally adopt the amendment before it can enter into force.

Investors should be aware that, if a benchmark rate were discontinued or otherwise unavailable, the rate of interest on floating rate Notes which reference such benchmark rate will be determined for the relevant period by the fall-back provisions applicable to such Notes. The Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a published benchmark, such as EURIBOR, (including any page on which such benchmark may be published (or any successor service)) becomes unavailable.

If the circumstances described in the preceding paragraph occur such fallback arrangements will include the possibility that the Issuer together with the Issuer Agent determines a Successor Reference Rate or an Alternative Reference Rate and such Successor Reference Rate or Alternative Reference Rate (as applicable) may be adjusted (if required) by the Issuer and the Issuer Agent (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, in any such case, acting in good faith and in a commercially reasonable manner as described more fully in the Terms and Conditions of the Notes.

In addition, the relevant Issuer Agent or the Issuer (as applicable) may also determine (acting in good faith and in a commercially reasonable manner) that other amendments to the Terms and Conditions of the Notes are necessary in order to follow market practice in relation to the relevant successor rate or alternative rate (as applicable) and to ensure the proper operation of the relevant successor rate or alternative rate, or a fixed rate if the relevant Issuer Agent and the Issuer can not agree on the relevant successor rate or alternative rate (as applicable).

No consent of the Noteholders shall be required in connection with effecting any relevant successor rate or alternative rate or a fixed rate (as applicable) or any other related adjustments and/or amendments described above.

In certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the screen page. In addition, due to the uncertainty concerning the availability of successor rates and alternative rates, the relevant fallback provisions may not operate as intended at the relevant time.

Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the floating rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the floating rate Notes. Investors should note that the relevant Issuer Agent or the Issuer (as applicable) will have discretion to adjust the relevant successor rate or alternative rate (as applicable) in the circumstances described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder.

Active secondary market for the Notes may not develop and the market price of the Notes may be volatile

An application for listing of the Notes on the Helsinki Stock Exchange may be made in case such listing has been provided for in the Final Terms of such Series of Notes, but the Notes may also be unlisted. However, listing of the Notes will not guarantee that an active public market for the Notes will develop, and if such a market were to develop, neither the Issuer nor the Arranger or any Lead Manager are under any obligation to maintain such a market. The liquidity and the market prices for the Notes can be expected to vary with changes in market and economic conditions, the financial condition and prospects of the Issuer, as well as many other factors that generally influence the market prices of securities. Such fluctuations may significantly affect the liquidity and the market price of the Notes, which may trade at a discount to the price at which the holders purchased the Notes. The wholesale funding markets (including the international debt capital markets) have experienced disruptions from time to time which have continued to a varying degree. Such disruptions have increased the funding cost and reduced the availability of the wholesale market funding across the financial services sector. There can be no assurance that the wholesale funding markets will not further deteriorate.

There may be a lack of liquidity in the secondary market for instruments similar to the Notes. Such lack of liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the assets of the Issuer. There is likely to be only a limited existing secondary or other market for covered notes issued under the MCBA, and there is limited existing liquidity in Finnish covered notes. No assurance can be given as to the continuation or effectiveness of any market-making activity.

Therefore, the holders of the Notes (the "**Noteholders**") may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Furthermore, if additional and competing products are introduced in the markets, this may also result in a material decline in the market price and value of the Notes.

No voting rights with respect to the General Meetings of shareholders of the Issuer

The holders of the Notes have no voting rights with respect to the General Meetings of shareholders of the Issuer. Consequently, in the Issuer's General Meetings of shareholders the Noteholders cannot influence any decisions by the Issuer to redeem the Notes or any decisions by the Issuer's shareholders concerning, for instance, the capital structure of the Issuer.

No assurance on change of laws or practices

The Notes are governed by the laws of Finland, as in force from time to time. Finnish laws (including but not limited to tax laws) and regulations governing the Notes may change during the term of the Notes, and new judicial decisions can be given and administrative practices take place. No assurance can be given as to the impact of any such possible change of laws or regulations, or new judicial decision or administrative practice occurring after the date of this Base Prospectus. Hence, if materialised, such event may have a material adverse effect on the Company's business, financial condition, results of operations and future prospects and, thereby, the Company's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes. Such event may also cause material financial losses or damage to the Noteholders.

Withholding tax on the Notes

In the event withholding taxes are imposed in respect of payments to holders on amounts due pursuant to the Notes, the Issuer is neither obliged to gross-up or otherwise compensate holders for the lesser amounts the holders will receive as a result of the imposition of withholding taxes nor entitled to a premature redemption of the Notes.

Amendments to the Notes bind all Noteholders

Provisions regarding Noteholders' meetings and Procedures in Writing are included in the General Terms and Conditions of the Programme. The terms and conditions of the Notes may be amended in certain circumstances, with the required consent of a defined majority of the Noteholders. The terms and conditions of the Notes contain provisions for calling Noteholders' meetings and requesting Procedures in Writing to consider matters affecting the interests of Noteholders generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or did not reply to the relevant Procedure in Writing and Noteholders who voted or replied in a manner contrary to the majority. This may incur financial losses, among other things, to all Noteholders, including such Noteholders who did not attend and vote at the relevant meeting or did not reply in the relevant Procedure in Writing and Noteholders who voted or replied in a manner contrary to the majority.

Right to payments that have not been claimed

In case any payment under the Notes has not been claimed within three (3) years from the original due date thereof, the right to such payment shall become void. Such prescription may incur financial losses to such Noteholders who have not claimed payment under the Notes within the prescription time of three (3) years.

The completion of transactions relating to the Notes is dependent on Euroclear Finland's operations and systems

The Notes are issued in the Infinity book-entry securities system of Euroclear Finland Ltd, address Urho Kekkosen katu 5 C, 00100 Helsinki ("**Euroclear Finland"**) or any other system of Euroclear Finland replacing the Infinity system. The Notes are dematerialized securities and they will not be evidenced by any physical note or document of title other than statements of account made by Euroclear Finland or its account operator. Consequently, the investors will have to rely for transfers and payments relating to the Notes on the procedures of Euroclear Finland and its account operators.

The Issuer or any other third party will not assume any responsibility for the timely and full functionality of the book-entry securities system. Payments under the Notes will be made in accordance with the laws governing the book-entry securities system, the rules of Euroclear Finland and the Final Terms of such Tranche of Notes. For purposes of payments under the Notes, it is the responsibility of each investor to maintain with its respective book-entry account operator up to date information on applicable bank accounts.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Notes are legal investments for it, (b) Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The realisation of any of the risks relating to the Notes can have a material adverse effect on the enforcement of the rights of the holders of the Notes and the rights of the holders of the Notes to receive payments under the Notes.

The assets comprising the prioritised portion of the Cover Asset Pool do not form part of the general assets of the Issuer that would be available to holders of Senior Unsecured Notes in the case of bankruptcy or liquidation of the Issuer

In the event of a liquidation or bankruptcy of the Issuer, the holders of Covered Bonds (along with counterparties to related Derivative Transactions and providers of Bankruptcy Liquidity Loans, (both as defined under "*Finnish Act on Mortgage Credit Bank Activity*")) have the benefit of priority up to a certain portion of the assets in the Cover Asset Pool (See risk factor "*The Cover Asset Pool may not fully cover all claims of the holders of Covered Bonds*" below). Holders of Senior Unsecured Notes and do not have the same benefit. In the bankruptcy or liquidation of the Issuer, holders of Senior Unsecured Notes will therefore be structurally subordinated in right of payment to holders of Covered Bonds.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Fixed / floating rate Notes

Fixed/floating rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion in Extended Final Maturity situations, as defined in the Terms and Conditions, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the fixed/floating rate Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Note issued at a substantial Discount or Premium

The market value of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Risks related to the Covered Bonds

In the context of Covered Bonds, it should be noted that the MCBA imposes several obligations on the Issuer that are intended to mitigate some of the risks described below. See "*Finnish Act on Mortgage Credit Bank Activity*".

The Cover Asset Pool may not fully cover all claims of the holders of Covered Bonds

The Covered Bonds are issued as covered notes (in Finnish: *katetut joukkolainat*), and covered in accordance with the MCBA.

Under the MCBA, holders of a Covered Bond are given a statutory priority in the liquidation or bankruptcy of the Issuer in relation to the assets entered into the register of Covered Bonds that the Issuer is required to maintain pursuant to Chapter 5 of the MCBA as collateral in respect of the Covered Bonds (the "**Register**"). In calculating the total value of the Cover Asset Pool, the following limitations apply under Section 16 of the MCBA: 1) at most 70 per cent of the underlying value of the shares or the real estate securing each Housing Loan; and 2) the book value of the Substitute Collateral.

Under Section 25 of the MCBA, the noteholder's priority is limited to 70 per cent in respect of housing loans (in Finnish: *asuntoluotto*, as defined in the MCBA) of the current value of such property which stands as collateral for such housing loans. Accordingly, notwithstanding that the Issuer has entered into liquidation or bankruptcy proceedings, holders of Covered Bonds have the right to receive payment before all other claims against the Issuer out of the proceeds of the Cover Asset Pool covering the Covered Bonds up to the prioritised portion of the Cover Asset Pool. To the extent that claims of the holders of Covered Bonds are not met out of the Cover Asset Pool, the residual claims of such holders will rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer. Noteholders will not have any preferential right to the Issuer's assets other than those entered into the Register as collateral in respect of the Covered Bonds. Given the *pari passu* ranking of the Covered Bonds under the MCBA, in the event of the Issuer's liquidation or bankruptcy, the amount available to be paid to holders of Covered Bonds out of the Cover Asset Pool on a prioritised basis may be affected by the amounts payable at the relevant time to counterparties of any Derivative Transactions registered in the Cover Asset Pool entered into by the Issuer and registered in the Register, as well as to the providers of Bankruptcy Liquidity Loans entered into by the bankruptcy administrator of the Issuer to secure liquidity or take out liquidity credit in accordance with Section 25 of the MCBA and registered in the Register.

The funds accruing from the assets entered in the Cover Asset Pool after the commencement of liquidation or bankruptcy proceedings are, under the MCBA, entered into the register as collateral until the holders of Covered Bonds, counterparties to Derivative Transactions and providers of Bankruptcy Liquidity Loans are repaid in accordance with the terms and conditions of the Covered Bonds, Derivative Transactions and Bankruptcy Liquidity Loans, as applicable. Such provision of the MCBA shall also be applied to the funds accrued to the Issuer after the commencement of the liquidation or bankruptcy proceedings on the basis of derivative transactions entered into the Register in respect of the Covered Bonds or assets entered into the Register as collateral in respect of the Covered Bonds.

The MCBA was enacted in 2010 and there is limited practical experience in relation to the operation of the MCBA

The MCBA came into effect on 1 August 2010. It contains several amendments to the earlier legislation governing Finnish covered bonds and their preferential rights in an issuer's liquidation or bankruptcy. The protection afforded to the holders of Covered Bonds by means of a preference on the qualifying assets is based only on the MCBA. Although the MCBA regulates the mortgage credit bank operations of credit institutions that issue mortgage loans as well as mortgage credit banks (in Finnish: *kiinnitysluottopankki*), there is only limited practical experience in relation to the operation of the MCBA. For a summary of the MCBA, see "*Finnish Act on Mortgage Credit Bank Activity*" below.

No events of default in Covered Bonds

The terms and conditions of the Covered Bonds do not include any events of default relating to the Issuer and therefore the terms and conditions of the Covered Bonds do not entitle holders to accelerate the Covered Bonds. As such, it is envisaged that holders will only be paid the scheduled interest payments under the Covered Bonds as and when they fall due under the terms and conditions of the Covered Bonds.

In the event of a failure of the Cover Asset Pool to meet the matching requirements, holders of the Covered Bonds may receive payments according to a schedule that is different from that contemplated by the terms of the relevant Covered Bond

The Issuer is required under the MCBA to comply with certain matching requirements as long as there is any Covered Bond outstanding. Under the MCBA, if the assets in the Cover Asset Pool do not fulfil the requirements provided for in the MCBA, the FIN-FSA may set a time limit within which the Issuer shall place more collateral in compliance with the MCBA and the conditions of the relevant Covered Bonds. If these requirements are not complied with, the Issuer's license for mortgage bank activities may be withdrawn. If the Issuer is placed in liquidation or declared bankrupt, and the requirements for the total amount of collateral of the Covered Bonds in sections 16 and 17 of the MCBA are not fulfilled, a supervisor appointed by the FIN-FSA may demand that the Issuer's bankruptcy administrator declare the Covered Bonds due and payable and sell the assets in the Cover Asset Pool. This could result in the holders of Covered Bonds receiving payment according to a schedule that is different from that contemplated by the terms of the Covered Bonds (with accelerations as well as delays) or that the holders of Covered Bonds are not paid in full, in part, due to the statutory limit to the priority of holders of Covered Bonds.

Default of the assets in the Cover Asset Pool may jeopardise payment on the Covered Bonds

Default of the Issuer's assets in the Cover Asset Pool could jeopardise the Issuer's ability to make payments on the Covered Bonds in full or on a timely manner. In case of defaults of the Issuer's assets in the Cover Asset Pool, the Issuer must supplement the Cover Asset Pool to comply with the statutory requirements and if the current value of the total amount of the Cover Asset Pool does not continuously exceed the current value of the combined payment obligations resulting from the Covered Bonds by at least two per cent the FIN-FSA may withdraw the Issuer's license for mortgage bank activities and the assets in the Cover Asset Pool may not fully cover the payments on the Covered Bonds. To the extent that claims of the Noteholders in respect of the Covered Bonds are not met out of the Cover Asset Pool, the residual claims of the holders of Covered Bonds will rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer. The Issuer will substitute assets that are, for any reason, no longer eligible for collateral with eligible assets in accordance with the MCBA.

Transfer of Covered Bonds and the Cover Asset Pool in bankruptcy

In bankruptcy, a bankruptcy administrator may, with the permission of the FIN-FSA, transfer the liability for a covered bond and the corresponding collateral to a mortgage credit bank, deposit bank or credit entity that has acquired a license to issue covered bonds or to a foreign mortgage credit bank which is subject to supervision corresponding to that of the MCBA unless the terms of the covered bond provide otherwise. See also "*Finnish Act on Mortgage Credit Bank Activity—Management of Cover Pool Assets during the liquidation or bankruptcy of the Issuer*".

No market for collateral after an insolvency of the Issuer

There is no assurance as to whether there will be a trading market for the collateral in the Cover Asset Pool or an eligible transferee to take over the obligations relating to the Covered Bonds and the corresponding collateral after an insolvency of the Issuer.

Liquidity post Issuer bankruptcy

It is believed that neither an insolvent issuer nor its bankruptcy estate would have the ability to issue Covered Bonds. Under the MCBA, the bankruptcy administrator (upon the demand or the consent of a supervisor appointed by the FIN-FSA) may, however, raise liquidity through the sale of mortgage loans and other assets in the Cover Asset Pool to fulfil the obligations relating to the relevant Covered Bonds. Further, the bankruptcy administrator (upon the demand or the consent of the supervisor appointed by the FIN-FSA) may take out Bankruptcy Liquidity Loans and enter into other agreements for the purpose of securing the liquidity of the Cover Asset Pool. Counterparties in such transactions will rank *pari passu* with holders of the relevant Covered Bonds and counterparties in existing Derivative Transactions entered into the Register of the Cover Asset Pool. However, there can be no assurance as to the actual ability of the bankruptcy estate to raise post-bankruptcy liquidity, which may result in a failure by the Issuer to make full and timely payments to holders of Covered Bonds and existing derivative counterparties registered in the Cover Asset Pool.

Defaults under the mortgage loans and defaults by borrowers may result in the Issuer's license for mortgage bank activity to be withdrawn

The mortgage loans which secure the Covered Bonds will comprise loans secured on property. A borrower may default on its obligation under such mortgage loan. The Issuer will substitute assets that are, for any reason, no longer eligible for collateral with eligible assets in accordance with the MCBA. If the Cover Asset Pool does not have sufficient eligible assets, the Issuer would breach its statutory obligations as stipulated by the provisions of the MCBA and the FIN-FSA may set a time limit within which the Issuer shall place more collateral in compliance with the MCBA and the conditions of the relevant Covered Bonds. If these requirements are not complied with, the Issuer's license for mortgage bank activities may be withdrawn.
Defaults may occur for a variety of reasons. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in borrowers' individual, personal or financial circumstances may affect the ability of the borrowers to repay the mortgage loans. Loss of earnings, unemployment, illness, divorce, weakening of financial conditions or results of business operations and other similar factors may lead to an increase in delinquencies by and bankruptcies of borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the mortgage loans. In addition, the ability of a borrower to sell a property given as security for a mortgage loan at a price sufficient to repay the amounts outstanding under that mortgage loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

No due diligence has or will be undertaken in relation to the Cover Asset Pool

No investigations, searches or other actions in respect of any assets contained or to be contained in the Cover Asset Pool has or will be performed by the Arranger nor any Lead Manager. Instead, they will rely on the obligations of the Issuer under applicable Finnish law.

Limited information is available to holders of Covered Bonds, especially in relation to the assets in the Cover Asset Pool

Investors will not receive detailed statistics or information in relation to the mortgage loans, the location of the properties securing the mortgage loans or other assets included in the Cover Asset Pool and it is expected that the composition of the Cover Asset Pool will change from time to time through the repayment of the mortgage loans by borrowers or new mortgage loans and/or other eligible assets being added to the Cover Asset Pool. The assets contained in the Cover Asset Pool will change over time reflecting repayments and new credits granted and, therefore, there are no assurances that the regional diversification, risk profile or credit quality of the assets in the Cover Asset Pool will remain the same as on or after the issue date of any Covered Bonds. The Issuer will maintain a separate register for the Cover Asset Pool in accordance with the MCBA and inform the Noteholders of the composition of the Cover Asset Pool in its financial statements and interim financial statements as set out in Section 19 of the MCBA. The Issuer is subject to the disclosure obligations as set out in the Regulation (EU) No 596/2014 of the European Parliament and of the Council on market abuse (the "**Market Abuse Regulation**" or the "**MAR**"), the Finnish Securities Markets Act, in the regulations and guidelines of the FIN-FSA as well as in the rules of the Helsinki Stock Exchange, and this disclosure obligation may include matters relating to the requirements set for the Cover Asset Pool in accordance with the MCBA where such information is of precise nature and likely to have a significant effect on the prices of the Covered Bonds.

Reliance on Swap Providers

To provide a hedge against possible variances in the rates of interest receivable on the mortgage loans and other assets from time to time held by the Issuer (which may, for instance, include variable rates of interest, discounted rates of interest, fixed rates of interest or rates of interest which track a base rate) and the interest rate(s) under the Covered Bonds, the Issuer may from time to time enter into interest rate swap agreements (see "*Derivative Transactions related to the Covered Bonds*").

If any swap counterparty defaults on its obligations to make payments under the relevant interest rate swap agreement, the Issuer will be exposed to changes in the relevant rates of interest. Unless such interest rate swap agreements are replaced, the Issuer may not have sufficient funds to make payments under the Covered Bonds.

Extendable obligations

The applicable Final Terms may provide that an Extended Final Maturity Date (as defined below) applies to a Series of Covered Bonds.

If an Extended Final Maturity is specified in the applicable Final Terms as applying to a Series of Covered Bonds and the Issuer notifies the Issuer Agent and the Noteholders at the latest on the fifth Business Day before the Maturity Date that it will not redeem the relevant Covered Bonds in full on the Maturity Date (or within two Business Days thereafter), the maturity of the nominal amount outstanding of the Covered Bonds not redeemed will automatically extend to a date not later than 12 months from the Maturity Date, subject as otherwise provided for in the applicable Final Terms (the "**Extended Final Maturity Date**"). In that event, the Issuer may redeem all or part of the nominal amount outstanding of the Covered Bonds on an Interest Payment Date falling in any month after the Maturity Date, up to and including the Extended Final Maturity Date or as otherwise provided for in the applicable Final Terms. The Covered Bonds will also then bear interest on the nominal amount outstanding of the Covered Bonds in accordance with the applicable Final Terms.

The extension of the maturity of the principal amount outstanding of the Covered Bonds from the Maturity Date to the Extended Final Maturity Date will not result in any right of the Noteholders to accelerate payments or take action against the Issuer, and no payment will be payable to the Noteholders in that event other than as set out in the terms and conditions of the Covered Bonds as completed by the applicable Final Terms. In these circumstances, failure by the Issuer to make payment in respect of the Final Redemption Amount on the Maturity Date shall not constitute a default in payment by the Issuer.

Furthermore, if the Issuer has the right to convert the interest rate on the Covered Bonds from a fixed rate to a floating rate or vice versa in relation to all amounts constituting accrued interest due and payable on each Interest Payment Date falling after the Maturity Date up to (and including) the Extended Final Maturity Date, then the Issuer may pay such interest pursuant to the floating rate or fixed rate (as the case may be) set out in the applicable Final Terms.

RESPONSIBILITY STATEMENT

This Base Prospectus has been drawn by the Issuer, and the Issuer accepts responsibility regarding the information contained in this Base Prospectus.

Having taken all reasonable care to ensure that such is the case, to the best of the Issuer's knowledge, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import.

GENERAL INFORMATION ON PARTIES AND STATUTORY AUDITOR

The Issuer

Oma Savings Bank Plc
Valtakatu 32
53100 Lappeenranta
Finland

The Auditor of the Issuer

Authorised Public Accountant Juha-Pekka Mylén
KPMG Oy Ab
Töölönlahdenkatu 3 A
00100 Helsinki
Finland

Arranger

Danske Bank A/S
c/o Danske Bank A/S, Finland branch
Debt Capital Markets
Kasarmikatu 21 B, PL 1613
00130 Helsinki
Finland

Legal Advisor to the Issuer

Borenius Attorneys Ltd
Eteläesplanadi 2
00130 Helsinki
Finland

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.

This overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing Directive 2003/71/EC.

This general description of the Programme must be read together with the other information included in this Base Prospectus.

Issuer:	Oma Savings Bank Plc
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under "*Risk Factors*" and include risks relating to general economic conditions and circumstances in the financial market and business, credit, liquidity, operational and market risks affecting the Issuer and its subsidiaries. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under "*Risk Factors*" and include certain risks relating to the structure of particular Series of Notes (including certain risks specific to Covered Bonds), certain market risks and risks relating to the illiquidity of the Notes.
Arranger of the Programme:	Danske Bank A/S
Lead Manager(s) of Series of Notes and possible other subscription places:	Defined in Final Terms of a Tranche of Notes.
Issuer Agent and Paying Agent:	Defined in Final Terms of a Tranche of Notes.
Maximum amount of the Programme:	1,500,000,000 euros. The Issuer may increase the maximum amount.
Distribution:	Notes may be distributed outside the United States to, or for the account or benefit of, persons other than U.S. Persons (as such terms are defined in Regulation S under the Securities Act 1933, as amended) by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Final Terms:	Notes issued under the Programme will be issued pursuant to this Base Prospectus and associated Final Terms. The terms and conditions applicable to any particular Tranche of Notes will be the General Terms and Conditions combined with the relevant Final Terms.

Form of the Notes:	The Notes are issued in book-entry form in the book-entry system of Euroclear Finland.
Note currencies:	Euro or such other currency or currencies as may be separately resolved by the Issuer upon each issuance of the Notes under the Programme.
Priority of the Senior Unsecured Notes	The Senior Unsecured Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other senior unsecured obligations (other than subordinated obligations, if any) of the Issuer.
Priority of the Covered Bonds:	The Covered Bonds will be covered in accordance with the MCBA and will therefore benefit from the Cover Asset Pool. The Covered Bonds rank *pari passu* among themselves and with all other obligations of the Issuer in respect of mortgage-backed notes covered in accordance with the MCBA (including pursuant to sections 25 and 26 of the MCBA) as well as all Derivative Transactions and Bankruptcy Liquidity Loans entered into the Register. In calculating the total value of the Cover Asset Pool, the following limitations apply: (1) at most 70 per cent of the underlying value of the shares or the real estate securing each Housing Loan; and (2) the book value of the Substitute Collateral. In respect of the priority of the holders of the Covered Bonds, under Section 25 of the MCBA, the priority is limited among other things to 70 per cent in respect of Housing Loans of the current value, as at the date of the liquidation or bankruptcy of the Issuer, of the properties or the shares in the property owning companies which stand as collateral for such Housing Loans. To the extent that claims of the Noteholders in relation to the Covered Bonds are not fully met out of the assets of the Issuer that are covered in accordance with the MCBA, the residual claims of the holders of Covered Bonds will rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer. See also "*Finnish Act on Mortgage Credit Bank Activity*".

Listing:	The Notes may be applied for listing on the Helsinki Stock Exchange. Also unlisted Notes can be issued.
Term of the Notes:	A minimum of one year.
Interest:	Fixed interest or floating interest tied to a reference interest rate. Notes can also be issued as zero coupon notes which will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	The nominal amount of the Notes.
Applicable law:	Finnish law.
Authorisation:	The Programme and the issue of Notes have been duly authorised by a resolution of the Board of Directors of the Issuer dated 20 September 2017.
Credit rating:	As at the date of this Base Prospectus, the Issuer has a long- and short-term counterparty credit ratings “BBB+/A-2” (S&P). The outlook is stable. A Series of Notes to be issued under the Programme may be rated or unrated. The Covered Bonds are rated ‘AAA’ (S&P). There is no guarantee that the rating of the Issuer assigned by S&P will be maintained following the date of this Base Prospectus or that a rating of the Covered Bonds or any Series of Notes is obtained or maintained, and the Issuer may seek to obtain ratings from other rating agencies. A rating is not a recommendation to buy or sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Up-to-date information should always be sought by direct reference to the relevant rating agency.

GENERAL TERMS AND CONDITIONS OF THE PROGRAMME

The following General Terms and Conditions of the Programme must be read in their entirety together with the relevant Final Terms, or as applicable, the Amended Final Terms for the relevant Notes.

1. Notes and their form

Notes (the "**Notes**") are issued by Oma Savings Bank Plc (the "**Issuer**"). The Notes are issued as serial notes (in Finnish: *sarjalaina*) (each a "**Series of Notes**"). Each Series of Notes may comprise one or more tranches (each a "**Tranche of Notes**"). The terms and conditions of a Tranche of Notes consist of these general terms and conditions (the "**General Terms and Conditions**" and each clause a "**Condition**") and a document containing the specific terms and conditions of such Tranche of Notes (the "**Final Terms**"). If two or more Tranches are issued, the consolidated terms and conditions for those Tranches will be documented in the form of amended final terms (the "**Amended Final Terms**") which will replace and supersede any prior Final Terms applicable to such Tranches. Any reference hereinafter to the Final Terms shall be deemed to include a reference to the Amended Final Terms, as applicable.

Notes may be issued as:

(a) senior unsecured notes that rank *pari passu* with the Issuer's other unsecured commitments (the "**Senior Unsecured Notes**"); or

(b) covered notes (in Finnish: *katettu joukkolaina*) (the "**Covered Bonds**" and a Series of Notes containing only Covered Bonds a "**Series of Covered Bonds**"), covered in accordance with the Finnish Act on Mortgage Credit Bank Activity (in Finnish: *Laki kiinnitysluottopankkitoiminnasta 688/2010*), as amended (the "**MCBA**"). The Covered Bonds are direct, unconditional and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other obligations of the Issuer in respect of mortgage-backed notes covered in accordance with the MCBA (including pursuant to Sections 25 and 26 of the MCBA) as well as all Derivative Transactions and Bankruptcy Liquidity Loans.

The form of the Notes and their priority is specified in the Final Terms.

Notes may be issued for subscription to institutional investors. No Notes may be issued to retail investors, unless the Final Terms in respect of any Series of Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable". The minimum subscription amount is at least EUR 100,000 and the denomination of a book-entry unit is at least EUR 100,000.

The Notes will be issued in the Infinity book-entry securities system of Euroclear Finland Ltd, incorporated in Finland with a Business ID 1061446-0 and having its address in Urho Kekkosen katu 5 C, FI-00100 Helsinki, Finland, ("**Euroclear Finland**") (or any system replacing or substituting the Infinity book-entry securities system) in accordance with the Finnish laws as well as rules and operating procedures applicable to and/or issued by Euroclear Finland for the time being (the "**Euroclear Finland Rules**"), in accordance with the Act on the Book-Entry System and Clearing and Settlement (348/2017, as amended) and other Finnish legislation governing book-entry system and book-entry accounts as well as the Euroclear Finland Rules.

The issuer agent (in Finnish: *liikkeeseenlaskijan asiamies*) for a Series of Notes referred to in the Euroclear Finland Rules as well as the issuer and paying agent of the Notes (the "**Issuer Agent**" and/or where applicable, the "**Paying Agent**") will be specified in the Final Terms. The Issuer may appoint one or more Lead Managers (the "**Lead Managers**") for a Tranche of Notes as specified in the Final Terms. The Issuer may appoint a calculation agent for a Series of Notes or the Issuer may act as the calculation agent, in each case as specified in the Final Terms.

Notes subscribed and paid for shall be entered to the respective book-entry accounts of the subscriber(s) on a date set out in the Final Terms in accordance with the Finnish legislation governing the book-entry system and book-entry accounts as well as the Euroclear Finland Rules. Each Note is freely transferable after it has been entered into the respective book-entry account.

The Notes may be listed on the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd or they may be unlisted as specified in the Final Terms.

2. Nominal value
The nominal amount of each book-entry unit relating to a Series of Notes is specified in the Final Terms.

3. Maximum principal amount of the Programme and note principal as well as currency
The maximum aggregate equivalent value of the Notes outstanding at any time is one billion five hundred million (1,500,000,000) euro. The Issuer may decide on increasing or lowering the maximum principal amount. The principal and the currency (euro or other relevant currency) of a Series of Notes and the principal of a specific Tranche of Notes are specified in the Final Terms. The Issuer may decide on increasing or lowering the issued aggregate principal of each Series and Tranche of Notes during the subscription period. Each Series of Notes is numbered annually in numerical order as specified in the Final Terms. Each Tranche of Notes under a Series of Notes is numbered in numerical order as specified in the Final Terms.

4. The term of the Notes, redemption and extension of maturity

4.1 The term of the Notes and redemption
The term of the Notes is at least one (1) year. The principal of the Notes shall be repaid on the Maturity Date specified in the Final Terms, or if Extended Final Maturity has been specified as applicable in the applicable Final Terms and the Issuer has extended the maturity of a Series of Covered Bonds, in accordance with Condition 4.2. The principal of the Notes shall be repaid in instalments if so specified in the Final Terms. The Business Day Convention specified in the Final Terms is applicable to the Maturity Date and any payment date determined in accordance with Condition 4.2. The redemption amount is the nominal amount of the principal.

4.2 Extension of Maturity up to Extended Final Maturity Date
An Extended Final Maturity Date may apply to a Series of Covered Bonds, as specified in the applicable Final Terms.

If “Extended Final Maturity” is specified as applicable in the applicable Final Terms of a Series of Covered Bonds and the Issuer notifies the Issuer Agent at the latest on the fifth Business Day before the Maturity Date that it will not redeem such Covered Bonds in full on the Maturity Date or within two (2) Business Days thereafter, the maturity of such Covered Bonds and the date on which such Covered Bonds will be due and repayable for the purposes of these General Terms and Conditions will be automatically extended up to but no later than the Extended Final Maturity Date, subject as otherwise provided in the applicable Final Terms and provided that the maturity of any Covered Bond may not be extended beyond the date falling 12 months after the Maturity Date. In that event, the Issuer may redeem all or any part of the nominal amount outstanding of such Covered Bonds on an Interest Payment Date falling in any month after the Maturity Date up to and including the Extended Final Maturity Date or as otherwise provided in the applicable Final Terms.

The Issuer shall give notice to the Noteholders in accordance with Condition 17 (*Notices*) of:

(a) any decision to extend the maturity of a Series of Covered Bonds pursuant to this Condition 4.2, in whole or in part, as soon as practicable after any such decision is made; and

(b) following such extension, its intention to redeem all or any of the nominal amount outstanding of such Covered Bonds in full at least three (3) Business Days prior to;

 (i) the relevant Interest Payment Date or, as applicable; or

 (ii) the Extended Final Maturity Date.

Any failure by the Issuer to notify such persons shall not affect the validity or effectiveness of any such extension of the maturity of such Covered Bonds or, as applicable, redemption by the Issuer on the Maturity Date or, as applicable, the relevant Interest Payment Date or, as applicable, the Extended Final Maturity Date or give rise to any such person having any rights in respect of any such redemption but such failure may result in a delay in payment being received by a Noteholder through Euroclear Finland (including on the Maturity Date where at least three Business Days’ notice of such redemption is not given to the Noteholders in accordance with Condition 17 (*Notices*)) and Noteholders shall not be entitled to further interest or any other payment in respect of such delay.

In the case of Covered Bonds, which are zero coupon notes up to (and including) the Maturity Date and for which an Extended Final Maturity Date is specified in the applicable Final Terms, for the purposes of this

Condition 4.2, the nominal amount outstanding shall be the total amount otherwise payable by the Issuer on the Maturity Date less any payments made by the Issuer in respect of such amount in accordance with these General Terms and Conditions.

Any extension of the maturity of the Covered Bonds under this Condition 4.2 shall be irrevocable. Where this Condition 4.2 applies, any failure to redeem the Covered Bonds on the Maturity Date or any extension of the maturity of such Covered Bonds under this Condition 4.2 shall not constitute an event of default for any purpose or give any Noteholder any right to receive any payment of interest, principal or otherwise on the relevant Covered Bonds other than as expressly set out in these General Terms and Conditions.

In the event of the extension of the maturity of a Series of Covered Bonds under this Condition 4.2, interest rates, Interest Periods and Interest Payment Dates on such Covered Bonds from (and including) the Maturity Date to (but excluding) the Extended Final Maturity Date shall be determined in accordance with the Extended Final Maturity Interest Provisions in the applicable Final Terms.

If the Issuer redeems part but not the entire principal amount outstanding of any Covered Bonds on an Interest Payment Date falling in any month after the Maturity Date, the redemption proceeds shall be applied rateably across such Covered Bonds and the nominal amount outstanding on each such Covered Bond shall be reduced by the level of that redemption.

If the maturity of a Series of Covered Bonds is extended up to the Extended Final Maturity Date in accordance with this Condition 4.2, subject as otherwise provided in the applicable Final Terms, for so long as any such Covered Bonds remain outstanding, the Issuer shall not issue any further Notes, unless the proceeds of issue of such further Notes are applied by the Issuer on issue in redeeming in whole or in part any Covered Bonds the maturity of which has been extended in accordance with this Condition 4.2.

This Condition 4.2 shall only apply to Covered Bonds for which “Extended Final Maturity” is specified as applicable in the applicable Final Terms and if the Issuer does not redeem such Covered Bonds in full on the Maturity Date (or within two Business Days thereafter).

5. Subscription of Notes

5.1 Subscription manner and subscription price and the payment of subscriptions

Each Series of Notes is offered for subscription during the subscription period at the subscription places specified in the Final Terms of each Tranche of Notes. The Issuer may decide on shortening or lengthening the subscription period.

The subscription amount is the nominal value of the subscription multiplied by the issue price at the moment of subscription. When subscription takes place after the Issue Date, the accrued interest for the subscribed amount must also be paid (except in case of zero coupon notes) in accordance with the Final Terms for the period between the Issue Date and the payment date of the subscription.

When Notes are subscribed on any other day than on an Interest Payment Date, but after the first Interest Payment Date, the subscriber must pay the accrued interest for the period between the beginning of the current Interest Period and the subscription payment day.

Approved subscriptions are confirmed after the termination of the subscription period. Subscriptions are to be paid in a manner specified in the Final Terms. Subscriptions shall be paid as instructed in connection with the subscription, or at the time of the subscription, in each case as stipulated in the relevant Final Terms of a Tranche of Notes.

5.2 Measures in oversubscription and under-subscription situations

The Issuer has the right to determine separately on the measures in the event of an oversubscription and under-subscription of a Series of Notes. In the event of oversubscription, such measure may include, for example, reducing subscriptions in part or in whole. The Issuer has the right to increase the amount of offered Notes of a Series and a Tranche of Notes during the subscription period or to discontinue the subscription of Notes.

5.3 Issue price
The Issue Price of the Notes will be specified in the Final Terms.

5.4 Subscriber's cancellation right and discontinuance of acceptance of subscriptions in certain cases
If the Issuer, during the subscription period of Notes or before the Notes have been admitted for public trading, supplements the Base Prospectus due to an error, deficiency or material new information in it or publishes a completely updated Base Prospectus during the above-mentioned period, a subscriber, who has made a subscription before the publication of a supplement or before the publication of the updated base prospectus, has the right, according to Chapter 4 Section 14 of the Finnish Securities Markets Act (746/2012, the "**Securities Markets Act**"), to cancel his subscription within at least two (2) Business Days from the publication of the supplement or the update. However, the cancellation right only exists if the error, deficiency or material new information arose or was noted before the delivery of the Notes to the subscribers in accordance with Condition 6 (*Delivery of Notes*). The supplemented Base Prospectus or a completely updated prospectus and information on the time limit for cancellation and the procedure relating to it are available at subscription places and on the Issuer's website www.omasp.fi/en/investor-relations.

The Issuer has the right to discontinue the acceptance of subscriptions immediately when a need to supplement the Base Prospectus has become evident. The discontinuance will be announced in the subscription places.

6. Delivery of Notes
Book-entries are entered in the book-entry account informed by the subscriber in a manner announced in connection with the subscription and during the time period specified in the Final Terms in accordance with legislation regarding the book-entry system and book-entry accounts and the Euroclear Finland Rules.

7. Security
No security has been granted for the Senior Unsecured Notes.

The Covered Bonds are covered by the assets that comprise a qualifying cover asset pool maintained by the Issuer in accordance with the MCBA.

8. Interest
Either a fixed rate or a floating rate interest based on a reference rate is paid from time to time on the unamortized principal of the Notes as specified in the Final Terms. Interest is paid on the Interest Payment Dates specified in the Final Terms. Notes can also be issued as zero coupon notes, which will be offered and sold at a discount to their nominal amount and will not bear interest.

8.1 Fixed rate interest
Annual interest, specified in the Final Terms, is paid on a Note to which this provision is applicable according to the Final Terms.

8.2 Floating reference rate interest
Floating interest, which consists of a floating reference rate interest and a margin as specified in the Final Terms, is paid on a Note to which this provision is applicable according to the Final Terms.

The floating reference rate can be EURIBOR or other relevant reference rate, such as STIBOR, NIBOR, CIBOR or LIBOR ("**OTHER**") if the issuance has been made in another currency than EUR.

The floating reference rate (being either EURIBOR, LIBOR, STIBOR, CIBOR or NIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the relevant screen page of a designated distributor (currently Thomson Reuters), or such replacement page on a service which displays the information, as at 11.00 a.m. (Brussels time in the case of EURIBOR, London time in the case of LIBOR, Stockholm time in the case of STIBOR, or Copenhagen time in the case of CIBOR) or as at 12 noon Oslo time in the case of NIBOR two applicable Business Days (as specified in the applicable Final Terms) prior to the beginning of the relevant Interest Period. If the Interest Period does not correspond to any time period provided on the designated distributor's page, the floating reference rate is calculated by interpolating the ratio of time with two reference rates closest to the above-mentioned relevant Interest Period between which the Interest Period is settled.

If a EURIBOR or OTHER quotation was discontinued or otherwise unavailable, the rate of interest shall be determined for the relevant period by reference to a Successor Reference Rate (as defined below) or, if such Successor Reference Rate is not available, by reference to an Alternative Reference Rate (as defined below), in each case as determined by the Issuer (following consultation with the Issuer Agent). Such Successor Reference Rate or Alternative Reference Rate (as applicable) may be adjusted (if required) by the Issuer (following consultation with the Issuer Agent) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of EURIBOR or OTHER quotation in any such case, acting in good faith and in a commercially reasonable manner.

In addition, the Issuer (following consultation with the Issuer Agent) may also determine (acting in good faith and in a commercially reasonable manner) that other amendments to these Terms and Conditions are necessary in order to follow market practice in relation to the relevant successor reference rate or alternative reference rate (as applicable) and to ensure the proper operation of the relevant successor reference rate or alternative reference rate (as applicable).

If the Issuer (following consultation with the Issuer Agent) is unable to determine a rate in accordance with the above provisions in relation to any Interest Period, the rate of interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or, as the case may be, the arithmetic mean last determined in relation to the Notes in respect of the last preceding Interest Period.

No consent of holders of Notes shall be required in connection with effecting any Successor Reference Rate or Alternative Reference Rate (as applicable) or any other related adjustments and/or amendments described above.

In this Condition 8. Interest:

"**Alternative Reference Rate**" means the rate that the Issuer determines has replaced EURIBOR or OTHER quotation in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest in respect of floating rate bonds denominated in such currency and of a comparable duration to the relevant interest periods, or, if the Issuer determines that there is no such rate, such other rate as the Issuer determines in its discretion is most comparable to EURIBOR or OTHER quotation, as applicable;

"**Successor Reference Rate**" means the rate that the Issuer determines is a successor to or replacement of EURIBOR or OTHER quotation which is formally recommended by any Relevant Nominating Body; and

"**Relevant Nominating Body**" means , in respect of a benchmark or screen rate (as applicable): (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

8.3 Minimum and/or the maximum amount of interest
A floating reference rate interest (being the sum of the relevant reference rate and a margin) referred to in Condition 8.2 shall always be subject to a minimum of zero (0) per cent.

In addition, an additional minimum or a maximum amount or both for the floating reference rate interest referred to in Condition 8.2, can be specified in the Final Terms.

9. Interest Period
Interest Period means each period of time, for which the interest is calculated. The first Interest Period begins on the Issue Date, or on any other date as specified in the applicable Final Terms, and ends on the following Interest Payment Date specified in the Final Terms. Each following Interest Period begins on the previous Interest Payment Date and ends on the following Interest Payment Date. Interest accrues for each Interest Period, including the first day of the Interest Period and excluding the last day of the Interest Period.

10. The Day Count Fraction

The Day Count Fraction in respect of the calculation of an amount for any period of time applicable to a Series of Notes is specified in the Final Terms as follows:

(a) "**Actual/Actual (ICMA)**", where the actual days of the Interest Period are divided by the number which is received by multiplying the actual days of the Interest Period with the amount of Interest Periods included in a year (possible irregular Interest Periods form an exception);

(b) "**Actual/Actual (ISDA)**", where the actual days of the Interest Period are divided in other years than leap years by 365 and in leap years by 366. If the Interest Period is only partially extended to a leap year, the Interest Period is divided into two parts, to which the previously explained principles will be applied and the total amount of interests are combined;

(c) "**Actual/365**", where the actual days of the Interest Period are divided by 365;

(d) "**Actual/360**", where the actual days of the Interest Period are divided by 360;

(e) "**30E/360**" or "Eurobond rule", where the interest year is combined of 12months of 30 days (however so, that when the last day of the last Interest Period is the last day of February, February is not changed to a 30 day month), which are divided by 360; or

(f) "**30/360**", where the interest year has 360 days and each interest month has 30 days.

11. Business Day Convention

If an Interest Payment Date in respect of a Note should fall on a date that is not a Business Day, it will be modified as specified in the Final Terms as follows:

(a) "**Following**", where the Interest Payment Date is the next following Business Day;

(b) "**Modified Following**", where the Interest Payment Date is the next following Business Day, except if the next following Business Day is in the next calendar month, where the Interest Payment Date is the preceding Business Day; or

(c) "**Preceding**", where the Interest Payment Date is the preceding Business Day.

The change of the Interest Payment Date of a fixed interest Note does not affect the amount of interest to be paid on such Note.

The change of the Interest Payment Date of floating rate Note influences the length of the Interest Period and, by implication, the amount of the interest to be paid on such Note.

"**Business Day"** means a day when

(a) commercial banks and foreign exchange markets settle payments and are open for general business in Finland and the Trans-European Automated Real-Time Gross Settlement Express (TARGET 2) System is open, and

(b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business in the principal financial centre of the country of the relevant currency.

12. Payment of interest

Interest is paid on the Interest Payment Dates specified in the Final Terms. The payment shall be made in accordance with the legislation governing the book-entry system and book-entry accounts as well as the Euroclear Finland Rules to each Noteholder entitled to receive the payment according to the book-entry account information.

13. Early Redemption of the Notes

This Condition 13 applies only to Senior Unsecured Notes. For the avoidance of doubt, this Condition 13 does not apply to any Covered Bonds.

Any Noteholder of the relevant Series of Notes may by a written notice to the Issuer declare the principal amount of such Note together with the interest then accrued on such Note to be due and payable at the earliest on the tenth (10th) day from the date such claim was presented provided that the event mentioned in the notice, which is specified below, exists on the date of receipt of the notice and on the requested due date:

(a) Any amount of interest on or principal of a Series of Notes has not been paid within five (5) Business Days from the relevant due date, unless the failure to pay is caused by a reason referred to in Condition 16 (*Force Majeure*).

(b) (i) Any outstanding Indebtedness is declared due and repayable prematurely by reason of an event of default (howsoever described); (ii) the Issuer fails to make any payment in respect of Indebtedness on the relevant due date as extended by applicable grace period, if any; (iii) the Issuer defaults in making any payment when due (as extended by applicable grace period, if any) under any guarantee in relation to such Indebtedness; however, no event of default will occur under (i)–(iii) above if the aggregate amount of such payment or Indebtedness is less than EUR 5,000,000 or its equivalent in foreign currency.

"**Indebtedness**" means, for the purposes of these General Terms and Conditions, indebtedness (whether principal, premium, interest or other amounts) in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit of the Issuer.

A Noteholder shall not be entitled to demand repayment under this sub-condition (b) and the Issuer shall have no obligation to repay, if the Issuer has bona fide disputed the existence of the occurrence of an event of default under this sub-condition (b) in the relevant court or in arbitration within forty-five (45) days of the date when the Issuer became aware of such alleged event of default, as long as such dispute has not been finally and adversely adjudicated against the Issuer.

14. Change of control and maintenance of ownership

This Condition 14 applies only to Senior Unsecured Notes. For the avoidance of doubt, this Condition 14 does not apply to any Covered Bonds.

In case (i) an event or series of events occur whereby one or more persons (other than Legacy Co-operative Societies or Savings Bank Foundations), acting in concert (Fin: *yksissä tuumin toimiminen*), acquire control over the Issuer and where "**control**" means (a) acquiring or controlling, directly or indirectly, more than fifty (50) per cent of the total voting rights represented by the shares of the Issuer (being votes which are capable of being cast at general meetings of shareholders), or (b) the right to, directly or indirectly, appoint or remove at least a majority of the members of the board of directors of the Issuer, or (ii) one Legacy Co-operative Society or Savings Bank Foundation (both as defined below) or several Legacy Co-operative Societies and/or Savings Bank Foundations together own, directly or indirectly, in aggregate less than one third (1/3) of the shares or voting rights relating to the shares of the Issuer, or (iii) the power of the Legacy Co-operative Societies and/or Savings Bank Foundations to direct the decision making of the Issuer pursuant to an agreement or other relevant arrangement ceases, the Issuer shall promptly notify the Noteholders of such event in accordance with Condition 17 (*Notices*).

Upon occurrence of a change of control or loss of ownership as described in the previous paragraph of this Condition 14, the Issuer shall on the Prepayment Date (as defined below) prepay the nominal principal amount of and interest accrued on the Notes until the Prepayment Date (but excluding such Prepayment Date) held by the Noteholders who have required prepayment of the Notes held by them by a written notice to be given to the Issuer no later than fifteen (15) Business Days before the Prepayment Date.

If Notes representing more than seventy-five (75) per cent of the aggregate principal amount of the Notes have been prepaid on the Prepayment Date pursuant to this Condition 14, the Issuer is entitled to prepay also the remaining outstanding Notes at their nominal principal amount with accrued interest by notifying the relevant Noteholders in accordance with Condition 17 (*Notices)* no later than fifteen (15) Business Days after the Prepayment Date. Such prepayment may be effected at the earliest on the tenth (10th) Business Day and at the latest on the sixtieth (60th) Business Day following the date of publication of such notice.

"Legacy Co-operative Society" means a co-operative society that has disposed its former banking business to the Issuer pursuant to paragraph 17 of the Act on Co-operative Credit Institutions (423/2013).

"Savings Bank Foundation" means a foundation, which pursuant to paragraph 92 of the Savings Bank Act (1502/2001) has with the permission of the registration authority changed from a savings bank to a foundation in connection with a business operations disposal.

"**Prepayment Date**" means the date falling forty-five (45) Business Days after the publication of the notice referred to in the first paragraph of this Condition 14.

15. Noteholders' Meeting and Procedure in Writing

The Issuer has the right to convene a meeting of the Noteholders (the "**Noteholders' Meeting**") or request a procedure in writing among the Noteholders (a "**Procedure in Writing**") to decide on any changes to be made to these General Terms and Conditions, or on any other issues mentioned below.

A notice to the Noteholders' Meeting and the initiation of a Procedure in Writing must be given in the manner provided for in Condition 17 (*Notices*) no later than ten (10) days prior to the meeting or on the last day reserved for replies in the Procedure in Writing. The notice shall specify the time, place and agenda of the meeting or the last day to reply and provide an address for replies in the Procedure in Writing as well as specify any action required to be taken by the Noteholder in order to attend the meeting or participate in the Procedure in Writing. The Noteholders' Meeting must be held in Helsinki, Finland, and the place and the chairman of the meeting will be elected by the Issuer.

Any Notes held by or for the benefit of the Issuer or any Subsidiary of the Issuer shall (unless and until ceasing to be so held) be excluded from any determination, whether or not a quorum exists for the purposes of a Noteholders' Meeting or a Procedure in Writing. The Issuer or any Subsidiary of the Issuer has no right to vote at the Noteholders' Meeting or in the Procedure in Writing.

Only those who, according to the register kept by Euroclear Finland in respect of the Notes, were registered as Noteholders on the fifth (5th) Business Day prior to the Noteholders' Meeting or on the last day reserved for replies in the Procedure in Writing on the list of Noteholders to be provided by Euroclear Finland in accordance with Condition 18 (*Consent of the Noteholders to the Disclosure of Personal Data*), or proxies authorised by such Noteholders, shall, if holding any of the principal amount of the Notes at the time of the meeting or the last day reserved for replies in the Procedure in Writing, be entitled to vote at the meeting or in the Procedure in Writing and shall be recorded in the list of the Noteholders present in the Noteholders' Meeting or participating in the Procedure in Writing.

A Noteholders' Meeting or a Procedure in Writing constitutes a quorum, if (i) at least two (2) persons representing at least fifty (50) per cent or (ii) one (1) Noteholder holding one hundred (100) per cent of the principal amount of the Series of Notes outstanding are present or provide replies in the Procedure in Writing.

If a quorum does not exist within thirty (30) minutes after the time specified for the start of the Noteholders' Meeting, the Issuer can convene an adjourned Noteholders' Meeting on a date no earlier than fourteen (14) days and no later than twenty-eight (28) days after the original meeting at a place to be determined by the Issuer. Correspondingly, if by the last day reserved for replies in the Procedure in Writing a quorum does not exist, the time for replies may be extended as determined by the Issuer.

The adjourned Noteholders' Meeting or the extended Procedure in Writing constitutes a quorum, if (i)) at least two (2) persons representing at least ten (10) per cent or (ii) one (1) Noteholder holding one hundred (100) per cent of the principal amount of the Series of Notes outstanding are present in the meeting or provide replies in the Procedure in Writing.

The notice of the adjourned meeting or, in the Procedure in Writing, information regarding the extended time for replies, must be given in the same manner as the notice of the original meeting or the Procedure in Writing. The notice must also include the requirements for a constitution of a quorum.

The voting rights of the Noteholders will be determined on the basis of the principal amount of the Notes held.

More than fifty (50) per cent of the votes cast are required for passing a decision at the Noteholders' Meeting or In the Procedure in Writing.

A representative of the Issuer and/or a person authorised to act for the Issuer may attend and speak at the Noteholders' Meeting.

A Noteholders' Meeting or a Procedure in Writing may, at the request of the Issuer, make decisions that are binding on the Noteholders on:

- any amendments to the terms and conditions of the relevant Series of Notes, and
- a temporary waiver regarding the terms and conditions of the relevant Series of Notes.

However, the consent of Noteholders representing at least seventy-five (75) per cent of the principal of the Series of Notes outstanding will be required to:

- reduce the principal amount of and/or the interest on the relevant Series of Notes; or
- extend the term of the relevant Series of Notes; or
- amend the quorum requirements of the Noteholders' Meeting or Procedure in Writing; and/or
- amend the majority required for the decisions of the Noteholders' Meeting or Procedure in Writing.

Consent may be given at the Noteholders' Meeting, in the Procedure in Writing or by other verifiable means.

The Noteholders' Meeting and the Procedure in Writing can authorise a named person to take any necessary actions to enforce the decisions of the Noteholders' Meeting or the Procedure in Writing.

A matter decided at the Noteholders' Meeting or in the Procedure in Writing is binding on all Noteholders of the relevant Series of Notes, irrespective of whether they were present at the Noteholders' Meeting or participated in the Procedure in Writing. Decisions made at the Noteholders' Meeting or the Procedure in Writing are deemed to have been received by the Noteholders of the relevant Series at the time (i) they have been entered in the issue account maintained by Euroclear Finland, or (ii) notified to the Noteholders in accordance with Condition 17 (*Notices*). In addition, the Noteholders are obliged to notify subsequent transferees of the Notes of the resolutions of the Noteholders' Meeting and the Procedure in Writing.

A notice to Euroclear Finland must be given on (i)) the convening of a Noteholders' Meeting or the request for a Procedure in Writing, and (ii) on their resolutions made in accordance with Euroclear Finland Rules.

16. Force Majeure

Neither the Issuer, the subscription place, the Issuer Agent, the Paying Agent nor the account operator will be responsible for any damage caused by a force majeure event or by other similar reasons unreasonably making it considerably more difficult to act. Such events include for example:

- a war or a threat of war, act of terrorism, rebellion, or riot, other civil commotion;
- any interruption in the postal delivery, telephone traffic, automatic data processing, data transfer, other electronic communication or electricity supply, independent of the Issuer, the subscription place, the Issuer Agent, the Paying Agent or the account operator;
- any suspension or delay in the operations of the Issuer, the subscription place, the Issuer Agent, the Paying Agent or the account operator due to a fire, natural disaster or other comparable accident;
- industrial action such as a strike, stoppage or boycott, regardless of whether the Issuer, the subscription place, the Issuer Agent, the Paying Agent or the account operator is a party to it or not;
- an action by authorities independent of the Issuer, the subscription place, the Issuer Agent, the Paying Agent nor the account operator; or
- any other similar force majeure or hindrance, which makes it unreasonably difficult to carry on the activities of the Issuer, the subscription place, the Issuer Agent, the Paying Agent nor the account operator.

17. Notices
Any matters relating to the Notes will be notified to the Noteholders by a stock exchange announcement, or a notice published in Helsingin Sanomat or in any other major Finnish daily newspaper selected by the Issuer or by other verifiable means. Such notice is deemed to have been received by the Noteholders at the time of publication.

In addition, the Issuer may deliver notices regarding the Notes in writing directly to the Noteholders through the account operators of Euroclear Finland, or to the address appearing on the list of Noteholders provided by Euroclear Finland in accordance with Condition 18 (*Consent of the Noteholders to the Disclosure of Personal Data)*. Such notice is deemed to have been given on the fourth (4) Business Day after the date such notice is mailed or otherwise sent to the Noteholder.

Address for notices to the Issuer is as follows:
Oma Savings Bank Plc
Valtakatu 32
53100 Lappeenranta
Finland

18. Consent of the Noteholders to the Disclosure of Personal Data
The Noteholders give their consent to that, notwithstanding any secrecy obligation, the Issuer and the Issuer Agent are entitled to obtain, and Euroclear Finland is entitled to give, at the request of the Issuer or the Issuer Agent, any information on the Noteholders entered in the book-entry system maintained by Euroclear Finland, including the name, contact details and possible Business ID of the Noteholder.

19. Publication of financial information
If the Notes cease to be listed on any regulated market, the Issuer will make the following information available to the Noteholders by publishing on the website of the Issuer:

(a) as soon as they become available, but in any event within 120 days after the end of each financial year, its audited financial statements for that financial year; and

(b) as soon as they become available, but in any event within 60 days after the end of each interim half of its financial year, its financial statements for such period.

20. Other provisions
The Issuer has the sole right to (i) make such appropriate amendments to the Final Terms of the Notes that do not weaken the position of the Noteholders, and (ii) to amend the technical procedures relating to the Notes in respect of payments or other similar matters without the consent of the Noteholders or the Noteholders' Meeting or the Procedure in Writing. Any changes will be notified to the Noteholders in accordance with Condition 17 (*Notices*).

21. Time Bar of the Past-Due Payments
If the principal or interest has not been paid due to insufficient information within three (3) years of the payment falling due for the first time pursuant to these terms and conditions, the right to receive the payment will, to that extent, be lost.

22. Further Issues
The Issuer may from time to time, without the consent of and notice to the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (except for the first payment of interest on them, the issue price and/or the minimum subscription amount thereof) by increasing the issued and, if needed, also the maximum aggregate principal amount of the Notes or otherwise.

23. Availability of the Documents
Copies of the documents relating to the Notes will be available for inspection during the office hours in the offices of the Issuer at Valtakatu 32, 53100 Lappeenranta and at the premises of Danske Bank A/S at the address c/o Danske Bank, Finland Branch, Kasarmikatu 21 B, PL 1613, FI-00130 Helsinki, Finland.

24. Applicable Law and Jurisdiction

The Notes are governed by the laws Finland. Any disputes relating to the Notes will be settled in the first instance in the District Court of Helsinki. If the plaintiff is a consumer, action may be brought in the relevant local first instance court.

FORM OF FINAL TERMS OF THE NOTES

[Amended] Terms and Conditions

[These Final Terms replace and supersede the Final Terms dated [ ] 201[ ]]

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS:** The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of the Insurance Mediation Directive (Directive 2002/92/EC (as amended)), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**MiFID II product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the [Notes/Covered Bonds] has led to the conclusion that: (i) the target market for the [Notes/Covered Bonds] is eligible counterparties and professional clients only, each as defined in MiFID II/Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Details of any negative target market to be included if applicable*]. Any person subsequently offering, selling or recommending the [Notes/Covered Bonds] (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the [Notes/Covered Bonds] (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**MiFID II product governance / Retail investors, professional investors and eligible counterparties target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the [Notes/Covered Bonds] is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); EITHER [(ii) all channels for distribution of the [Notes/Covered Bonds] are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] OR [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the [Notes/Covered Bonds] to retail clients are appropriate – investment advice[,/and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's (as defined below) suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the [Notes/Covered Bonds] (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the [Notes/Covered Bonds] (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

These Final Terms have been drawn in accordance with Article 5, paragraph 4 of the Prospectus Directive of the EU (2003/71/EC, as amended) and they are to be read together with the General Terms and Conditions of the Programme included in the Base Prospectus regarding programme for the Issuance of Notes by Oma Savings Bank Plc dated [●] 2019 [and the supplement[s] to it dated [●] and [●]] (the "**Base Prospectus**") (the "**Programme**"). Unless otherwise stated in these Final Terms, the General Terms and Conditions of the Programme shall apply.

The complete information regarding the Issuer and the Notes can be found in the Base Prospectus, including documents incorporated into it by reference, and in these Final Terms.

The Base Prospectus [, the supplement[s] dated [●] and [●]] and the Final Terms are available at the web page of Oma Savings Bank Plc at [ ] and at request from Oma Savings Bank Plc or at the subscription places mentioned in the Final Terms.

[EVEN THOUGH THE AMOUNT TO BE REPAID IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE NOTES IS THE NOMINAL VALUE OF THE NOTES, THE INVESTOR MAY LOSE PART OF THE SUBSCRIPTION PRICE, IF THE NOTES ARE SUBSCRIBED ABOVE NOMINAL VALUE.]

Name and number of the Series of Notes:	[●]
Notes and their form:	[Covered Bonds][Senior Unsecured Notes]
Tranche number:	[●] [and [●]]
[Date on which the Notes become fungible:	The Issue Date.]
Lead Manager(s):	Tranche 1: [Name and Address] [Tranche [ ]: Name and Address]
Subscription place(s) of each Tranche of Notes:	Tranche 1: [Name and Address / Not applicable] [Tranche [ ]: [Name and Address / Not applicable]]
Issuer Agent and Paying Agent:	[Name and Address]
[Calculation Agent	[Name and Address] / [The Issuer acts as the calculation agent]]
Interests of the Lead Manager(s)/other subscription place/other parties taking part in the issue:	Tranche 1: [The customary sector connected commercial interest / possible other interest] [Tranche [ ]: [The customary sector connected commercial interest / possible other interest]]
Currency of the Notes:	[EUR] [●]].
Maximum principal amount of this Series of Notes:	[EUR] [●].
Principal amount of each Tranche of Notes:	Tranche 1: [EUR] [●]. [Tranche [ ]: [EUR] [●]].
Number of book-entry units of each Tranche of Notes:	Tranche 1: [●] [Tranche [ ]: [●]]
Priority of the Notes:	[Same as with other unsecured liabilities of the Issuer][Same as with all other obligations of the Issuer in respect of mortgage-backed notes covered in accordance with the MCBA (including pursuant to Sections 25 and 26 of the MCBA) as well as all Derivative Transactions and Bankruptcy Liquidity Loans].
Form of the Notes:	Book-entry securities of Euroclear Finland's Infinity book-entry security system.
Denomination of book-entry unit:	[●][*minimum EUR 100,000*]
Payment of subscription:	[Subscriptions shall be paid for as instructed in connection with the subscription] / [The subscription shall be paid at the time of the subscription]
Issue Date of each Tranche of Notes:	Tranche 1: [●] [Tranche [ ]: [●]]
Issue Price of each Tranche of Notes:	Tranche 1: [●] [Tranche [ ]: [●]]
Amount and manner of redemption:	The nominal amount of principal of the Notes. [The Notes will be repaid in one instalment.] [The Notes will be repaid in several instalments [*specify the amounts of the instalments*].]

Maturity Date:	[●]
Extended Final Maturity:	[Applicable/Not applicable]
Extended Final Maturity Date:	[In accordance with Condition 4, if the Issuer notifies the Issuer Agent that it will not redeem a Series of Covered Bonds in full on the Maturity Date or within two Business Days thereafter, the maturity of the nominal amount outstanding of the Covered Bonds will be extended automatically to the Extended Final Maturity Date. In that event, the interest rate payable on, and the Interest Periods and Interest Payment Dates, in respect of the Covered Bonds, will change from those that applied up to the Maturity Date and the Issuer may redeem all or part of the nominal amount outstanding of those Covered Bonds on any Interest Payment Date falling in any month after the Maturity Date up to and including the Extended Final Maturity Date, all in accordance with Condition 4.1.] *[Insert Extended Final Maturity Date]*
Interest:	[Specify *here, if the Notes are so-called zero-coupon Notes, or which general note terms, either Condition 8.1 (Fixed rate interest) or Condition 8.2 (Floating reference rate interest), is applied and include required details as follows*: Condition 8.1 (Fixed rate interest): Interest rate [●] per annum [The date when the first Interest Period starts, if not the same as the issue Date] Interest Payment Date(s) [●] Condition 8.2 (Floating reference rate interest): [EURIBOR] [OTHER: LIBOR/STIBOR/CIBOR/NIBOR] of [●] months Margin [●] Regarding OTHER: for each Interest Period the OTHER interest will be determined two (2) Business Days before the start of the Interest Period in question. [The date when the first Interest Period starts, if not the same as the issue Date] Interest Payment Date(s)[●]
Day Count Fraction:	[Actual/actual (ICMA / ISDA); Actual/365; Actual/360, Eurobond rule or 30/360] / [Not applicable]
Minimum/maximum amount of interest:	[Applicable / Not applicable *If applicable, specify minimum/maximum amount*]
Business Day Convention:	[Following / Modified Following / Preceding]
Delivery of book-entry securities:	The time when the book-entry securities are recorded in the book-entry security accounts specified by the subscribers is estimated to be:

	Tranche 1: [●]
	[Tranche [ ]: [●]]
Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable]
	(If the offer of the Notes is concluded prior to 1 January 2018, or if on and after that date the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the offer of the Notes will be concluded on or after 1 January 2018 and the Notes may constitute "packaged" products and no key information document (KID) will be prepared, "Applicable" should be specified.)
ISIN code of the Series of Notes:	[●]
Extended Final Maturity Interest Provisions:	[Applicable (from and including) the Maturity Date to (but excluding) the Extended Final Maturity Date / Not Applicable]
a) Fixed Rate Provisions:	[Applicable / Not Applicable]
	(If not applicable, delete the remaining subparagraphs of Fixed Rate Provisions)
i) Rate of interest:	[●] per annum.
ii) Interest Payment Date(s) :	[●]
iii) Day Count Fraction:	*[*[Actual/actual (ICMA / ISDA); Actual/365; Actual/360, Eurobond rule or 30/360] / [Not applicable]*]*
iv) Business Day Convention:	[Following / Modified Following / Preceding]
b) Floating Rate Provisions:	[Applicable / Not Applicable]
	(If not applicable, delete the remaining subparagraph of Floating Rate Provisions)
i) Rate of interest:	[EURIBOR] [OTHER:LIBOR/STIBOR/CIBOR/NIBOR] of [●] months
	Margin [●]
	Regarding OTHER: for each Interest Period the OTHER interest will be determined two (2) Business Days before the start of the Interest Period in question.
ii) Interest Payment Date(s):	[●]
iii) Day Count Fraction:	*[*[Actual/actual (ICMA / ISDA); Actual/365; Actual/360, Eurobond rule or 30/360] / [Not applicable]*]*
iv) Minimum/maximum amount of interest:	[Applicable / Not applicable*. If applicable, specify minimum/maximum amount]*
v) Business Day Convention:	[Following / Modified Following / Preceding]

Other Information

This information of the Series of the Notes is presented in connection with the issue of each Tranche of the Series of Notes.

Decisions and authority based on which Notes are issued:	Based on the authorisation dated [●] of the Issuer's Board of Directors / Based on the resolution of the Issuer's Board of Directors dated on [●]] in respect of Tranche 1 [and [●] in respect of Tranche [ ]]

Subscription period:	Tranche 1: [●] [Tranche [ ]: [●]]
Yield:	Tranche 1: The effective interest yield to the investor on the Issue Date, when the issue price is 100 per cent, is [●] per cent / [zero coupon] / [Not applicable] [Tranche [ ]:The effective interest yield to the investor on the Issue Date, when the issue price is 100 per cent, is [●] per cent / [zero coupon] / [Not applicable]]
Credit rating of the Notes:	[●] / [Not applicable] / [Expected]
Listing:	[Shall] / [Shall not] be applied for listing on the Helsinki Stock Exchange]
Estimated time of listing:	Tranche 1: [●]/ [Not applicable] [Tranche [ ]: [●]/ [Not applicable]]
Estimate of the total expenses related to the admission to trading:	Tranche 1: EUR [●] [Tranche [ ]: EUR [●]]

In [ ], on [ ] 201[ ]

OMA SAVINGS BANK PLC

FINNISH ACT ON MORTGAGE CREDIT BANK ACTIVITY

The following is a brief summary of certain provisions of the Finnish Act on Mortgage Credit Bank Activity (in Finnish: laki kiinnitysluottopankkitoiminnasta, (688/2010)), as amended, as of the date of this Base Prospectus. The summary does not purport to be, and is not, a complete description of all aspects of the Finnish legislative and regulatory framework for covered bonds. Please also refer to the section Risk Factors of the Base Prospectus.

General

The MCBA entered into force on 1 August 2010. It enables the issue of covered notes (in Finnish: *katetut joukkolainat*) which are debt instruments secured by a cover pool of qualifying assets (the "**Cover Asset Pool**"). The MCBA regulates which assets can be used as collateral for the covered notes and the quality of such assets. They are issued by credit institutions (such as the Issuer) which are authorised to engage in mortgage banking activity (in Finnish: *kiinnitysluottopankkitoiminta*) (each "**an issuer**").

Supervision

The FIN-FSA is responsible for supervising each issuer's compliance with the MCBA and may issue regulations for risk management and internal control in respect of mortgage credit bank business operations. If an issuer does not comply with the provisions of the MCBA or the conditions of the license granted by the FIN-FSA, the FIN-FSA shall lay down a period in which the issuer must fulfil any requirements set by the FIN-FSA. If such requirements are not fulfilled within the set period, the FIN-FSA may cancel the issuer's authorisation to engage in mortgage credit bank business.

Authorisation

Mortgage credit bank business is a line of banking business, which involves the issuing of covered notes on the basis of loans secured by residential property, shares in Finnish housing companies (apartments), commercial real estate or shares in real estate companies as well as the acquisition of claims against public-sector bodies. A credit institution must fulfil certain requirements prescribed in the MCBA in order to obtain authorisation from the FIN-FSA to engage in mortgage credit bank business. The credit institution must, among other things, have in place suitable procedures and instruments for managing the risk entailed in holding the assets in the Cover Asset Pool and in issuing covered notes. The credit institution must also prove that it intends to engage in mortgage credit bank business on a regular and sustained basis and it must have put the appropriate organisational structure and resources into place. In addition to credit institutions authorised separately to engage in mortgage credit bank business, also mortgage credit banks whose activities are exclusively restricted to carrying out mortgage credit bank business are entitled to issue covered notes.

Register of covered notes

The MCBA requires the issuer to maintain a register (the "**Register**") for the covered notes and the collateral which forms the assets in the Cover Asset Pool for the Covered Bonds. Any intermediary loan (see Intermediary Loans below) shall also be entered in the Register. The actual entry of the covered notes and relevant derivative contracts (the "**Derivative Transactions**") in the Register is necessary to confer the preferential right in the Cover Asset Pool. Further, only assets entered into the Register form part of the Cover Asset Pool.

The Register must list, amongst other things, the covered notes issued by the issuer and the assets in the Cover Asset Pool and Derivative Transactions relating thereto along with any bankruptcy liquidity loans (the "**Banktruptcy Liquidity Loans**") entered into on behalf of the issuer. All assets entered in the Register shall rank equally as collateral for the covered notes, unless the collateral has been entered in the Register as collateral for specified covered notes. If a Mortgage Loan, a Public-Sector Loan or any Substitute Collateral (all as defined below) is placed on the Register as collateral for a particular covered note, the Register must specify the covered note which this collateral covers. Section 22 of the MCBA requires that the information shall be entered in the Register no later than on the first business day following the issue of the covered note and information on the granting or acquisition of a Mortgage Loan or Public-Sector Loan or a Substitute Collateral which is placed as collateral for the covered notes shall be entered in the Register no later than on the first business day following the granting or acquiring of such collateral. Any changes in such information shall be entered in the Register without delay. A Mortgage Loan or a Public-Sector Loan shall be removed from the Register when it has been fully repaid by the relevant borrower. A loan shall also be removed from the Register if it can no longer be deemed to be an eligible asset. A Mortgage Loan, a Public-Sector Loan or any Substitute Collateral may also be removed from the Register, if, after its removal, the remaining Mortgage Loans, Public-Sector Loans and Substitute Collateral entered in the Register are sufficient to meet the requirements prescribed in the MCBA. Accordingly, the Cover Asset Pool is dynamic in the sense that an issuer may supplement or substitute assets in the Cover Asset Pool.

The FIN-FSA monitors the management of the Register, including the due and proper recording of assets. The information in the Register must be submitted to the FIN-FSA regularly.

Eligible cover pool assets

The covered notes shall be covered at all times by a specific pool of qualifying assets. Eligible assets which are permitted as collateral for covered notes consist of Mortgage Loans, Public-Sector Loans and Substitute Collateral, each as defined in the MCBA as follows:

Mortgage Loans are Housing Loans or Commercial Real Estate Loans.

Housing Loans are loans secured by (i) mortgageable property for primarily residential purposes referred to in Chapter 16, Section 1 or Chapter 19, Section 1 of the Finnish Land Code (*maakaari* 540/1995, as amended); or (ii) shares in a housing company referred to in Chapter 1, Section 2 of the Finnish Act on Housing Companies (*asunto-osakeyhtiölaki* 1599/2009, as amended) or shares comparable thereto, participations and rights of occupancy; or (iii) collateral comparable to the aforementioned collateral, situated in another State belonging to the European Economic Area.

Commercial Real Estate Loans are loans secured by (i) mortgageable real estate for commercial or office purposes referred to in Chapter 16, Section 1 or Chapter 19, Section 1 of the Finnish Land Code (*maakaari* 540/1995, as amended); or (ii) shares of a housing company or a real estate company entitling the holder to occupancy of the commercial or office premises; or (iii) collateral comparable to the aforementioned collateral, situated in another State belonging to the European Economic Area. For the avoidance of doubt, OmaSp does not grant Commercial Real Estate Loans that would be part of the Cover Asset Pool.

Public-Sector Loans are loans which have been granted to the Republic of Finland, a Finnish municipality or other public-sector entity which may, when calculating prudential requirements set out in Regulation (EU) No. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms and amending Regulation (EU) 648/2012, be considered equivalent to the Finnish State or Finnish municipality or a credit which is fully collateralised by a guarantee granted by a public-sector entity or a claim on such entity.

At least 90 per cent of the total amount of collateral shall be Housing Loans or Public-Sector Loans or Substitute Collateral unless otherwise provided for in the terms and conditions of a covered note.

Substitute Collateral may only be used as collateral for covered notes on a temporary basis and in the circumstances set out in the MCBA (see “Substitute Collateral” below).

Derivative Transactions concluded for hedging against risks related to covered notes must be registered in the Register and therefore constitute part of the assets in the Cover Asset Pool.

Quality of the cover pool assets

Mortgage lending limit and valuation

A Mortgage Loan entered in the Register as collateral for a covered note may not exceed the current value of the shares, housing property or commercial real estate standing as collateral. The current value shall be calculated using good property evaluation practice applicable to credit institutions in accordance with provisions on the management of capital adequacy and credit risk of credit institutions issued by the FIN-FSA. The issuer shall regularly monitor the value of the shares, housing property or commercial real estate entered as collateral for the covered notes and revise the value of the collateral in accordance with provisions on the management of capital adequacy of credit institutions issued by the FIN-FSA.

Requirements for matching cover

The MCBA seeks to protect covered noteholders by requiring that the outstanding principal amount and net present value of the covered notes must be covered at all times by matching assets in the Cover Asset Pool. This is achieved by Section 16 of the MCBA which provides that (a) the total value of Cover Asset Pool must always exceed the aggregate outstanding principal amount of the covered notes and (b) the net present value of Cover Asset Pool must always be at least 2 per cent above the net present value of the liabilities under the covered notes.

According to the preparatory works of the MCBA (HE 42/2010), the net present value means, in respect of (a) covered notes and (b) Mortgage Loans, Public-Sector Loans and Substitute Collateral, the total value of the future discounted cash flows applying the market rate of interest, prevailing from time to time.

Requirements relating to liquidity

Under Section 17 of the MCBA, the issuer shall ensure that the average maturity date of the covered notes does not exceed the average maturity date of the loans entered in the Register. Further, the issuer shall ensure that the total amount of interest accrued from the Cover Asset Pool, during any 12-month period, is sufficient to cover the total amount payable to the holders of covered notes as interest and to the counterparties of Derivative Transactions as payments under such Derivative Transactions. Before the commencement of liquidation or bankruptcy proceedings against the issuer or a debtor of an intermediary loan, a mortgage credit bank may, in respect of collateral granted by a debtor of an intermediary loan, treat the interest payments on the intermediary loans as being the interest accrued from such collateral.

Determination of requirements under Sections 16 and 17 of the MCBA

To determine the value of the Cover Asset Pool in order to provide the matching cover required by Sections 16 and 17 of the MCBA, the issuer shall only take into account:

(1) an amount not exceeding 70 per cent of the current value of the shares or housing property placed as collateral for any Housing Loan;

(2) an amount not exceeding 60 per cent of the current value of real estate for commercial or office purposes placed as collateral for any Commercial Real Estate Loan; and

(3) the book value of any Public-Sector Loans and Substitute Collateral.

Loans that have been entered in the Register and which must be booked as non-performing loans at the time of review of such loans in accordance with the regulations issued by the FIN-FSA, shall no longer be included as Cover Asset Pool in calculating the matching cover.

Derivative Transactions concluded in order to hedge the covered notes and any assets provided as collateral for the Derivative Transaction shall be taken into account for the purposes of Sections 16 and 17 of the MCBA.

Substitute Collateral

Up to 20 per cent of the aggregate amount of all assets constituting the statutory security for the covered notes conferred by the MCBA may temporarily consist of Substitute Collateral, provided that receivables from credit institutions shall not exceed 15 per cent (or such larger amount as may be approved by the FIN-FSA on the application of the issuer for a specific reason and for a specified period of time), of the total amount of collateral. Substitute Collateral may include: (i) bonds and other debt obligations issued by a central government, a municipality or another public-sector entity or a credit institution (other than one belonging to the same consolidated group as the Issuer); (ii) guarantees granted by a public-sector entity or a credit institution referred to in (i) above; (iii) credit insurance given by an insurance company other than one belonging to the same "group", as defined in the Finnish Act on Supervision of Finance and Insurance Groups (in Finnish: *laki rahoitus- ja vakuutusryhmittymien valvonnasta* 699/2004, as amended), as the issuer; or (iv) assets of the issuer deposited in the Bank of Finland or a deposit bank; if the issuer is a deposit bank the deposit may not be in a deposit bank belonging to the same consolidated group as the issuer. Substitute Collateral may temporarily be used in situations where (i) Mortgage Loans or Public-Sector Loans have not yet been granted or registered as collateral for the covered notes; or (ii) the total amount of collateral does not fulfil the provisions provided for in Sections 16 and 17 of the MCBA.

Derivatives

The issuer may enter into Derivative Transactions to hedge against the risks relating to covered notes or their underlying collateral. Details of any such derivatives must be entered in the Register.

Set-off

A creditor of the issuer may not set-off its claim against a Mortgage Loan or a Public-Sector Loan entered in the Register if the loan is within the scope of the priority of payment of the holders of covered notes as provided for in Section 25 of the MCBA nor against an intermediary loan.

Prohibition on transfers, pledges, execution and precautionary measures

The issuer or the debtor under an intermediary loan may not, without the permission of the FIN-FSA, assign or pledge Mortgage Loans or Public-Sector Loans which are included in the Cover Asset Pool. A mortgage credit bank may not assign or pledge any intermediary loan without the permission of the FIN-FSA. An assignment or pledge violating such prohibition shall be void.

A Mortgage Loan, a Public-Sector Loan or any Substitute Collateral entered in the Register as collateral for a covered note or an intermediary loan may not be taken in execution for a debt of an issuer, a deposit bank or a credit institution nor may precautionary measures be directed at it.

Preferential right in the event of liquidation or bankruptcy

Under Finnish law, liqudation (in Finnish "*selvitystila*") means either a voluntary winding up of a company or a winding up pursuant to specific provisions of Finnish law and bankruptcy (in Finnish "*konkurssi*") means the mandatory winding up of a company in the event of its insolvency.

Under Section 25 of the MCBA, notwithstanding the liquidation or bankruptcy of the issuer, a covered note shall be paid until its maturity in accordance with the terms and conditions of the covered note from the funds accruing on the Cover Asset Pool of the covered note before other claims. The funds accruing from collateral for covered notes after the commencement of liquidation or bankruptcy proceedings against the issuer shall be entered in the Register as collateral for such covered notes. In bankruptcy proceedings the bankruptcy administrator must ensure due maintenance of the Register.

Collateral entered in the Register in accordance with the MCBA may not be recovered pursuant to Section 14 of the Finnish Act on Recovery of Assets to a Bankruptcy Estate (in Finnish: *laki takaisinsaannista konkurssipesään* 758/1991, as amended). In respect of each Mortgage Loan included in the Cover Asset Pool, the priority of payment right in accordance with Section 25 is limited to a maximum amount which corresponds to 70 per cent in respect of Housing Loans and to 60 per cent in respect of Commercial Real Estate Loans of the current value of respective collateral for the loan as entered in the Register at the time of commencement of liquidation or bankruptcy proceedings against the issuer. The bankruptcy administrator shall assign the share of payments out of any Mortgage Loan exceeding the preferential right to the general bankruptcy estate. According to the preparatory works of the MCBA, payments deriving from loans to be booked as non-performing and proceeds from disposal of loans or enforcement of collateral shall nonetheless, firstly be used for payment of covered notes up to their preferential portion.

What is set out above in respect of Section 25 of the MCBA applies mutatis mutandis to the counterparties of the Derivative Transactions entered in the Register and to the providers of any Bankruptcy Liquidity Loan for the issuer in liquidation or bankruptcy. These parties have an equal right with the holders of the covered notes to payment from the funds, entered in the Register as collateral for the covered notes, and from the payments relating to them, and accordingly, such Derivative Transactions and Bankruptcy Liquidity Loans rank *pari passu* with the covered notes with respect to such assets in the Cover Asset Pool.

The bankruptcy administrator may, upon the demand or with the consent of the supervisor appointed by the FIN-FSA (see *Management of Cover Pool Assets during the liquidation or bankruptcy of the issuer*), transfer collateral entered in the Register of covered notes to the issuer's general bankruptcy estate, if the value and the net present value of the Cover Asset Pool, as provided for in Section 16 of the MCBA, considerably exceed the total amount of the covered notes and it is apparent that the collateral to be transferred shall not be necessary to fulfil the obligations in respect of the Covered Bonds, Derivative Transactions and Bankruptcy Liquidity Loans.

Management of Cover Pool Assets during the liquidation or bankruptcy of the issuer

When the issuer has entered into liquidation or bankruptcy proceedings, the FIN-FSA shall, without delay, appoint a supervisor in accordance with Section 29 of the Finnish Act on the Financial Supervisory Authority (*laki Finanssivalvonnasta* 878/2008, as amended) to protect the interests of creditors of covered notes and creditor entities comparable to such and to enforce their right to be heard (a "**supervisor**"). The supervisor shall, in particular, supervise the management of the collateral for the covered notes and its conversion into cash as well as the contractual payments to be made to the holders of the covered notes. The person to be appointed as a supervisor shall have sufficient knowledge of financing and legal issues with regard to the nature and scope of the duties.

In bankruptcy proceedings the courts will by operation of law appoint a bankruptcy administrator to administer the bankruptcy estate. The Cover Asset Pool will be run by the bankruptcy administrator, but the supervisor will supervise the bankruptcy administrator, acting in the interest of the noteholders. Under Section 26 of the MCBA, a bankruptcy administrator shall, upon the demand or with the consent of the supervisor, conclude Derivative Transactions necessary for hedging against risks relating to covered notes and the relevant collateral as well as, where necessary, sell a sufficient amount of collateral for the covered note in order to fulfil the obligations relating to the covered note. In addition, a bankruptcy administrator shall, upon the demand or with the consent of the supervisor, have a right to conclude contractual arrangements to secure liquidity or take out Bankruptcy Liquidity Loans.

Funds which accrue on the collateral of covered notes after the commencement of liquidation or bankruptcy of the issuer and the bank accounts related to the collateral and its income shall be entered in the Register. Correspondingly, a Bankruptcy Liquidity Loan taken under Section 26 of the MCBA and each bank account into which any such funds are deposited shall be entered in the Register.

The bankruptcy administrator may, with the permission of the FIN-FSA, transfer the liability for a covered note and the corresponding collateral to another mortgage credit bank, deposit bank or credit institution that has acquired a licence to issue covered notes or to a foreign mortgage credit bank which is subject to supervision corresponding to that of the MCBA unless the terms of the covered note provide otherwise.

A bankruptcy administrator has the right to terminate or transfer a Derivative Transaction to a third party on the demand or with the consent of the supervisor, provided that the collateral is transferred or converted into cash, or a right to transfer collateral to the counterparty in the Derivative Transaction when the interests of the holder of the covered notes demands such and it is reasonable from the perspective of risk management.

If the requirements for the Cover Asset Pool of the covered notes, as provided for in Sections 16 and 17 of the MCBA, cannot be fulfilled, the bankruptcy administrator must, upon the request or approval of the supervisor, accelerate the covered notes and sell the Cover Asset Pool assets in order to pay the covered notes.

Management of Cover Pool Assets upon the liquidation or bankruptcy of the debtor of an intermediary loan

When the debtor of an intermediary loan has entered into liquidation or bankruptcy proceedings, the FIN-FSA shall without delay appoint a supervisor to protect the interests of the holders of covered notes issued by the issuer standing as the creditor of the intermediary loan and will have a right to enforce the holders' right to be heard. The supervisor must, in particular, supervise the management of the collateral for covered notes and its conversion into cash as well as oversee the contractual payments to be made to the holders of covered notes and other parties comparable to such holders. Notwithstanding the liquidation or bankruptcy of the debtor of the intermediary loan, the issuer's obligations under the covered note must be paid for the full term of the covered note, in accordance with its contractual terms, from the collateral entered in the Register before other claims can be met, and following, where applicable, what is provided for in Section 25 of the MCBA in respect of payment priority.

When the debtor of the intermediary loan is in liquidation or bankruptcy, the bankruptcy administrator shall upon the supervisor's demand or with his consent:

(1) sell to the issuer the Mortgage Loans or Public-Sector Loans, included in the collateral of its covered note, in such a manner that the substitute claim is set-off partially or wholly against the claim under the intermediary loan of the issuer; or

(2) if necessary, sell to a third party a sufficient amount of collateral for a covered note to comply with its obligations under the covered note.

CHARACTERISTICS OF THE COVER ASSET POOL

The Issuer must ensure that the Cover Asset Pool comprises only of (a) Housing Loans that have been entered into the Register as collateral for the Notes and (b) Substitute Collateral within the limits set by the MCBA (as summarised under "Finnish Act on Mortgage Credit Bank Activity") and the terms and conditions of the Covered Bonds. The MCBA requires the Issuer to continuously ensure that (a) the average term to maturity of Notes outstanding under the Programme does not exceed the average term to maturity of the collateral assets entered into the Register and (b) the total amount of interest receivable in any given 12-month period on the collateral assets entered into the Register is sufficient to cover the total amount of interest payable on the Notes outstanding under the Programme. The Issuer will substitute assets that are no longer eligible to be included in the Cover Asset Pool in accordance with the requirements of the MCBA and such terms and conditions and supplement the Cover Asset Pool with new Housing Loans or Substitute Collateral upon the existing Housing Loans or Substitute Collateral in the Cover Asset Pool being repaid by the relevant borrower in respect of such assets.

The Issuer continuously monitors that the current value of the Cover Asset Pool exceeds the combined payment obligations resulting from the Covered Bonds by at least two per cent. In addition, the Issuer assesses the adequacy of the value and the quality of the Cover Asset Pool by regular stress tests.

The criteria that the Issuer applies in the selection of assets for the Cover Asset Pool and the policies for granting loans are summarised below.

Origination Criteria for the Housing Loans and the Cover Asset Pool

All Housing Loans included in the Cover Asset Pool are originated by the Issuer in Finland in accordance with the applicable lending criteria, which include, but are not limited to the following:

- verifying the identity of the borrower;
- verifying the borrower has legal capacity and, in case of a natural person, is of age;
- assessing the creditworthiness of the borrower;
- assessing the borrower has sufficient repayment capability;
- verifying public payment defaults in Suomen Asiakastieto Oy's credit information register; and
- checking the borrowers previous loan payment behavior in the Issuer's internal register.

The Issuer identifies the Housing Loans that are eligible for inclusion in the Cover Asset Pool according to criteria set by the MCBA and the Issuer. These criteria, in summary, include but are not limited to the following:

- the borrower is identified by a Finnish social security number or a Finnish business identity number;
- the borrower is neither subject to debt collection procedures nor subject to any debt reorganisation;
- on the date of inclusion in the Cover Asset Pool, the borrower was not in arrears;
- the borrower is not an employee of OmaSp;
- the principal amount of the Housing Loan must not exceed the fair value of the collateral securing the Housing Loan, that is, the loan-to-value ratio must be 100 per cent or lower;
- there are no rights or obligations to make further advances in any of the Housing Loans included in the Cover Asset Pool;
- the Housing Loan must be secured by eligible assets located in Finland and must be denominated in euro; and

- the terms and conditions of the pledge relating to the property that constitutes the collateral for the Housing Loan must contain a provision according to which the pledgor undertakes to maintain sufficient insurance of the property.

For the avoidance of doubt, the Issuer does not grant Commercial Real Estate Loans that would be part of the Cover Asset Pool.

All of the abovementioned origination criteria for the Housing Loans, including the applicable lending criteria, and for the Cover Asset Pool have been set out as of the date of this Base Prospectus and might change over time. The composition and characteristics of the Cover Asset Pool will change over time. The Issuer will maintain a separate register for the Cover Asset Pool in accordance with the MCBA and inform the Noteholders of the composition of the Cover Asset Pool in its financial statements and interim financial statements as set out in Section 19 of the MCBA.

Origination Criteria for the Public-Sector Loans

All Public-Sector Loans to be included in the Cover Asset Pool will be either

a) granted to the Republic of Finland, a Finnish municipality or to other Finnish public-sector entity which may, when calculating prudential requirements set out in Regulation (EU) No. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms and amending Regulation (EU) 648/2012, be considered equivalent to the Republic of Finland or Finnish municipality; or

b) fully collateralised by a guarantee granted by a Finnish public-sector entity referred to in subsection (a) above or by a claim on such Finnish public-sector entity.

DERIVATIVE TRANSACTIONS RELATED TO THE COVERED BONDS

Permitted Derivative Transactions

The Issuer may from time to time enter into one or more Derivative Transactions in order to hedge against risks relating to Covered Bonds and/or a Series of Covered Bonds or the assets in the Cover Asset Pool. Such Derivative Transactions will be entered into the Register for the Cover Asset Pool.

The Issuer may enter into one or more interest rate swap transactions to hedge the interest rate exposure arising as a result of Mortgage Loans and other assets in the Cover Asset Pool that carry floating rates of interest covering the relevant Covered Bonds that carry a fixed rate payment obligation for the Issuer. The Issuer may also enter into one or more interest rate swap transactions to hedge the interest rate exposure arising as a result of Mortgage Loans and other assets in the Cover Pool that carry fixed rates of interest covering the relevant Covered Bonds that carry a floating rate payment obligation for the Issuer.

Documentation

The Issuer currently anticipates that Derivative Transactions entered into between the Issuer and a swap counterparty will be evidenced by a confirmation and such confirmation will supplement, form part of and be subject to an agreement between the Issuer and such swap counterparty in the form of an ISDA 2002 Master Agreement, as amended and supplemented from time to time, each as published by the International Swaps and Derivatives Association Inc. (ISDA) (each such agreement a "**Swap Agreement**"). All such Derivative Transactions will be terminable by a party if an Event of Default (as defined in the relevant Swap Agreement) occurs in respect of the other party or all or a group of Derivative Transactions will be terminable by one or both of the parties if a Termination Event (as defined in the relevant Swap Agreement) occurs. The Issuer also anticipates that the terms of the relevant Swap Agreements and related Credit Support Annexes (as published by ISDA) may be modified as instructed by Standard and Poor's criteria for such documentation.

Upon the early termination of one or more Derivative Transactions, the Issuer or the relevant swap counterparty may be liable to make a payment to the other party reflecting the market value of the terminated Derivative Transaction(s). The market value will be based on market quotations of the cost of entering into a transaction with the same terms and conditions and that would have the effect of preserving the respective full payment obligations of the parties (or based upon calculated loss of a party in the event that no market quotation can be obtained). The Swap Agreements may be unilaterally collateralised by the counterparty, with agreed limits for the maximum value of the counterparty's uncollateralised swap positions.

The Issuer may also at its discretion use other types of instruments and transactions for the purposes described in this section "*Derivative Transactions related to the Covered Bonds*".

Effect of a Hedge Counterparty's Rating Downgrade

Under each of the Swap Agreements, in the event that the relevant rating(s) of a hedge counterparty are downgraded by a rating agency, the rating(s) specified in the relevant derivative agreement (in accordance with the requirements of the rating agency) for such hedge counterparty, the relevant hedge counterparty will, in accordance with the relevant Swap Agreement, be required to take certain remedial measures which may include providing additional collateral for its obligations under the relevant Swap Agreement, arranging for its obligations under the Swap Agreement to be transferred to an entity with rating(s) required by the relevant rating agency as specified in the relevant Swap Agreement (in accordance with the requirements of the relevant rating agency), procuring another entity with rating(s) required by the relevant rating agency as specified in the relevant Swap Agreement (in accordance with the requirements of the relevant rating agency) to become co-obligor or guarantor, as applicable, in respect of its obligations under the relevant Swap Agreement or taking some other action as it may agree with the relevant rating agency.

Bankruptcy or Liquidation of the Issuer

Under the MCBA, obligations arising under a Derivative Transaction entered into the Register for the Cover Asset Pool shall continue to be fulfilled towards the Issuer in accordance with its terms notwithstanding a bankruptcy or liquidation of the Issuer unless otherwise provided in the terms of the Derivative Transaction. Counterparties to such Derivative Transactions (along with holders of the Covered Bonds and providers of Bankruptcy Liquidity Loans) are given a statutory priority in the liquidation or bankruptcy of the Issuer to the assets in the Cover Asset Pool. Accordingly, such counterparties (and holders of the Covered Bonds and providers of liquidity loans) have the statutory right to receive payment from the assets in the Cover Asset Pool before unsecured creditors of the Issuer and this right remains for so long as the Covered Bonds remain outstanding.

Under the MCBA, the bankruptcy administrator is, upon the request of the supervisor appointed by the FIN-FSA, entitled to terminate a Derivative Transaction or to transfer a Derivative Transaction and security to a third party if it is deemed to be in the interest of the holders of the Covered Bonds.

INFORMATION ABOUT THE ISSUER

General

The name of the Issuer is Oma Savings Bank Plc (Oma Säästöpankki Oyj in Finnish and Oma Sparbank Abp in Swedish) and its domicile is Seinäjoki, Finland. The Issuer is a public limited company incorporated under the laws of Finland. The Issuer's postal address is Valtakatu 32, FI-53100 Lappeenranta, Finland and telephone number +358 20 764 0600. The Issuer's Business Identity Code is 2231936-2. The Issuer was registered in the Trade Register on 31 December 2008 and the Issuer has been conducting business under the name of Oma Savings Bank since 2009. The Issuer possesses a credit institution authorisation as well as an authorisation to engage in mortgage bank operations.

Pursuant to Clause 2 of its Articles of Association, the Issuer conducts deposit savings bank operations referred to in the Finnish Credit Institutions Act. The Issuer conducts mortgage bank operations referred to under the Finnish Mortgage Bank Act. The Issuer may issue covered bonds. In addition, the Issuer provides investment services referred to the Finnish Investment Services Act. The specific objective of the Issuer is the promotion of frugality. The Issuer is supervised and inspected by the FIN-FSA.

General Information on the Issuer's Business

OmaSp is the largest savings bank in Finland measured by total assets. OmaSp provides nationwide services through its branches and digital service channels to private and business clients. OmaSp is focused primarily on retail banking operations and provides its clients with a broad range of banking services both through its own balance sheet as well as by acting as an intermediary for its partners' products. The intermediated products include credit, investment and loan insurance products. OmaSp is also engaged in mortgage bank operations.

OmaSp's core aim is to provide personal service and to be local and close to its customers, both in digital and in traditional channels. OmaSp aspires towards premium level customer experience through personal service and easy accessibility. In addition, the development of OmaSp's operations and services occurs on a customer-oriented basis. OmaSp's personnel is committed and OmaSp seeks to support their career development with versatile tasks and continuous development. A substantial part of the personnel also owns shares in the Issuer.

OmaSp's service offering for private customers includes daily banking services, various financing solutions, savings services, asset management services, insurances, as well as certain legal services relating to e.g. inheritance and family law. The service selection for corporate customers encompasses payment services and other corporate daily banking services, financing services, corporate pension insurances, and investment services as well as legal and other advisory services. OmaSp has supplemented its own service offering with services provided by cooperation partners, which enables the offering of a complete service selection. For instance, in relation to asset management services, OmaSp cooperates with Sp Fund Management Company Ltd Oy and Sp Life Insurance Company Oy.

The Finnish Financial Supervisory Authority supervises and inspects OmaSp. In addition, OmaSp is a member of the Deposit Guarantee Fund administered by the Financial Stability Authority, which secures depositor's claims from OmaSp up to EUR 100,000. OmaSp is also a member of the Investors' Compensation Fund, which covers all the non-professional investors.

Business Strategy

The key factors of OmaSp's strategy are the following:

Fostering Excellent Customer Experience

OmaSp strives to be a bank of satisfied customers that is local and close to its customers and offers the best service locally. This objective entails the Issuer's target to have the highest customer satisfaction in the industry among its primary customer categories, *i.e.* families and small and medium-sized enterprises as well as the target to offer its customers with the best customer experience. The Issuer aims to keep its customer experience at a high level by focusing on the development of value adding services according to customer needs, by reacting rapidly to changing customer needs by knowing its customers well, as well as by having high accessibility through advanced digital service channels and an extensive branch network. The Issuer is also a reliable banking partner for its customers, managing its customers' and its own financial affairs diligently, persistently and reliably.

Active Search of Profitable Growth through Excellent Customer Service and Good Service Accessibility

OmaSp believes that excellent customer service will speed up the Issuer's profitable growth. Instead of price competition, OmaSp focuses on excellent customer service and high service accessibility. OmaSp strives towards excellent customer service and good service accessibility through being local and close to its customers both in digital and physical service channels. For these purposes, the Issuer seeks continuously to identify its customers' needs and to develop its services and service channels to meet the changing needs. The Issuer's management sees that this strategy creates growth opportunities particularly in larger cities where, to the understanding of the Issuer's management, many competitors are focusing more on price competition, at the expense of a good customer experience. In smaller municipalities, the Issuer's competitors have reduced their presence. The Issuer is of the view, however, that many of these locations exhibit a strong demand for local services. This creates growth opportunities for OmaSp, as the Issuer's management believes its strengths to lie in its local expertise and in high service accessibility.

The Issuer's entire organisation is engaged in active sourcing of new customers to drive growth and strives proactively to highlight the benefits of good and skilled customer service. With its professional service, OmaSp seeks to create value for its customers in the long-term, as the Issuer's management believes this to be more attractive for the customer than any, even momentary, lower prices from a bank whose service quality and accessibility do not compete with OmaSp's customer-oriented service level. High customer satisfaction improves the Issuer's chances for upselling, as well as increases customer loyalty, thus reducing customer churn. The Issuer's management believes that customer satisfaction and good recommendation rates are important when acquiring new customers, since satisfied customers are more likely to recommend OmaSp to others.

High Profitability is Fostered by Taking Care of Profitability of Customer Relationships, Focusing on Efficient Operations and Keeping the Costs of Funding Low

OmaSp's strategic objective is to seek growth only if the growth can be carried out profitably and without taking excessive risks. Focusing on a good customer experience allows the Issuer to maintain good profitability, as good customer experience allows for higher pricing customer acquisition without engaging in price competition. A large portion of the Issuer's costs relates to funding of the operations. Consequently, maintaining high profitability is also impacted by the Issuer's efficient risk management, high solvency and liquidity, which serve to enable low funding costs in relation to interest income of lending. In addition to the competitive price levels in lending and the funding of the operations, the Issuer seeks to provide services as efficiently as possible. For these purposes, the Issuer is continuously monitoring and optimising its distribution channel, both at a branch and employee level. As an example of this, the Issuer closed down or merged in total 12 branches in 2016. Each of the Issuer's branches must demonstrate good profitability and a positive future outlook. Furthermore, the Issuer is heavily investing in digital service channels in order to automate customer service in order to improve its profitability. In addition to the service channels, the Issuer seeks to keep its administrative organisation efficient and lean to keep the administrative costs low.

Active Risk Management and Desire to Retain High Solvency at all Times

Keeping OmaSp's risks low is primarily based on three principal factors: 1) the Issuer operates in stable retail banking market segments in Finland, 2) the Company keeps its customer and investment risk concentrations low, as well as 3) the Issuer maintains a simple and transparent organisational structure. The Issuer keeps its credit risks low by practicing a strict credit policy and by focusing on secured loans in its lending. A simple and transparent organisational structure also facilitates risk management, supervision of operations and, when necessary, reacting to any detected shortcomings.

The Issuer has adopted systematic processes for managing operational risks. The entire organisation is responsible for risk management and, in addition, the different parts of the Issuer have specialised risk management tasks. The Board of Directors determines the boundaries for risk-taking, and approves the methods and systems for risk monitoring. The Issuer's management team is responsible for risk assessment and monitoring as part of the Issuer's operation. The management conducts risk monitoring on a daily basis, based on instructions approved by the Board of Directors. All employees are as part of their daily work responsible for risk monitoring and reporting any suspect activities. All employees have unified and clear instructions on how to act in different situations. In addition, OmaSp has separate risk management, compliance and internal audit functions that, *inter alia*, promote a healthy risk taking culture, supervise risk management and ensure that the Issuer's Board of Directors and management have an up-to-date and correct picture of the Company's profitability, efficiency and operative risks.

Credit risk management is crucial for the Issuer. Maintenance of a sound credit policy is an integral part of the Issuer's risk management, and thus, OmaSp has carefully determined a unified credit policy, which is followed in all lending throughout the Issuer. To the extent possible, credit decisions are made in the branches, as close to the customer as possible, because the local personnel has good local knowledge and best information regarding the customers. The quality of the Issuer's customer base also affects the levels of the Issuer's credit risks. OmaSp has historically focused and will also in the future focus on granting of secured loans to financially healthy customers. The precondition for the Issuer to grant a loan to a customer is always the customer's stable solvency and good credit rating. By focusing on private customers, as well as on small and medium-sized corporate customers, the Issuer is able to keep the risk concentrations related to individual customers low.

Solvency management also forms a significant part of the Issuer's risk management. High solvency creates buffers against sudden negative shocks, but also allows the Issuer to seek high growth and dividend distribution to the owners. Furthermore, high solvency allows the Issuer to maintain its credit rating at a good level, which primarily decrease cost of OmaSp's funding. In addition to solvency, OmaSp aims to uphold high liquidity. OmaSp's long-term financial target is to keep the core capital ratio (CET 1) illustrating solvency at a minimum of 16 per cent, i.e. considerably above the regulatory requirement

Company's Business Operations, Services and Products

OmaSp provides its clients with a broad range of banking services through its own balance sheet, through companies partially owned by it, as well as by acting as an intermediary for its partners' products. The core of the Issuer's service offering consists of providing high quality daily banking and lending services to private and corporate customers, and in addition the Issuer offers its private and corporate customers a wide range of different financing, savings and investment services. Additionally, the Issuer offers legal advisory services to its private customers in inheritance and family law matters, as well as to corporate customers in, for instance, the establishment of companies, taxation and generational change.

Services provided by the Company

Private Customers	Corporate Customers
Daily Banking Services	Daily Banking Services
Wealth Management	Wealth Management
Financing	Financing
Savings	Savings
Credit Insurance	Advisory Services
Inheritance and Family Law Advisory Services	

OmaSp provides its services and products to its customers via digital service channels and branch offices. OmaSp wants to be local and close to its customers, regardless of the customer's location or service needs. In order to reach its objective, OmaSp offers its customers a comprehensive set of digital services that the customers can utilize regardless of time and place, a comprehensive network of branches and customer service professionals who meet the customers at their preferred locations.

Loans, Financing and Credit

OmaSp offers its private and corporate customers a multitude of different loans for the varying needs occurring in life and during the lifecycle of a company, with a focus on secured loans. For private customers, the Issuer offers, *inter alia*, mortgages, car loans, renovation loans, student loans and loans for other, even unexpected, needs of everyday life.

For corporate customers, OmaSp offers a comprehensive range of financing services for the financing of the corporate customers' business operations. The traditional business loan provided by the Issuer is well suited, for instance, for financing corporate investments. Securities that may be required by a corporate customer's counterparty for different kinds of deliveries, construction contracts, and purchase price payments may be arranged, if necessary, by a bank guarantee provided by OmaSp. OmaSp also offers its corporate customers a corporate account with an overdraft facility, with which the corporate customer can ensure liquidity in short-term and seasonal financing needs.

OmaSp acts as an independent issuer of Visa cards, and the Issuer's customers may also resort to a card credit offered by the Issuer to meet their financing needs. OmaSp finances the Visa credits from its own balance sheet.

The financing services offered by OmaSp as set forth above are additionally supplemented by various products of cooperation partners that OmaSp offers to its customers, such as various loan insurances and various conditional guarantees. For further information, please see section *"– OmaSp's Cooperation Partners*" below.

Accounts and Deposits

OmaSp provides its private and corporate customers with accounts for all customer needs. The Issuer offers its private customers, *inter alia*, current accounts, savings accounts, ASP accounts and rent security deposit accounts. For its corporate customers, the Issuer offers corporate accounts.

The deposits made into the accounts by the customers play a fundamental role in the Issuer's funding operations. Customer deposits account form a vast majority of the Company's total funding.

Card Business

OmaSp offers a wide variety of payment-related services to its private and corporate customers. OmaSp offers a payment card for the needs of nearly every user. OmaSp's cards can be used for payments in store and online, and for withdrawing cash in Finland and abroad. OmaSp's cards allow for the withdrawal of cash in conjunction with shopping in K -grocery stores and R-kiosks. OmaSp also offers a contactless payment feature in its cards.

OmaSp acts as an independent issuer of Visa cards and in their financing needs, and the Issuer's customers may also resort to card credit provided by OmaSp. The bank finances the Visa card credits from its own balance sheet.

A Visa Business Debit ATM and payment card may be connected to a corporate customer's account, allowing corporate customers to manage their payments and online purchases in addition to the traditional wire transfer and online banking payments.

Payment Services

OmaSp provides its private and corporate customers with versatile daily banking services. In most of its branches, OmaSp offers its customers bank clerk services. Bank clerk services comprise of, *inter alia*, various forms of payment carried out at the bank and the processing of cash for private and corporate customers. OmaSp also provides its customers with services for cross-border payment traffic. Alongside various payment cards, OmaSp offers its customers payment services through which customers can pay their bills themselves either through online banking on their own computer, or through mobile payments, utilising OmaSp's OmaMobiili mobile online bank. Additionally, customers can pay their purchases in the form of online payments in online stores utilising OmaSp's own payment button, assuming that the online store in question has integrated this possibility into their website. Reciprocally, OmaSp's corporate customers may include OmaSp's payment button on their website to enable online payments through the websites.

Savings and Investment Services

OmaSp provides its private and corporate customers with various savings and investment services both independently as well as jointly together with its cooperation partners. The Company provides or brokers to its customers *inter alia*, savings insurances, asset management insurances, pension saving, ASP accounts, basket equity-linked OmaTuotto deposits and fixed-term deposits, capitalisation agreements, shares and common funds.

The Issuer does not produce all of its investment and savings services by itself, but rather supplements its service offering by intermediating services of companies it partially owns and of its cooperation partners. The Company intermediates, for instance, common fund products of Sp-Rahastoyhtiö Oy and insurance products of Sp-Henkivakuutus Oy. For securities services, the broker employed by OmaSp is FIM (as from 1 April 2019, the broker will be SEB), with Central Bank of Savings Banks Finland Plc acting as the account operator. In the customer interface the service appears as entirely offered by OmaSp.

OmaSp provides its private customers with the following savings and investment services: savings deposit account, investment deposit, OmaTuotto deposit, ASP account, mutual funds, savings insurance, asset management insurance as well as shares and other book-entries. For its corporate customers, the Company offers the following savings and investment services: savings deposit account, investment deposit, OmaTuotto deposit, mutual funds, capitalisation agreement, asset management capitalisation, group pension insurance as well as shares and other book-entries.

Furthermore, in November 2017, OmaSp issued a debenture loan that was fully subscribed for and amounted to EUR 15 million. The loan was offered for subscription by customers via OmaSp's own branches.

Trade Finance Products

For its corporate customers, OmaSp offers Trade Finance products to support their foreign trade. The service launched in 2017 is produced in cooperation with Danske Bank so that OmaSp brokers Danske Bank's Trade Finance products to its customers under its own brand. Danske Bank pays OmaSp a commission for the Trade Finance products brokered via OmaSp.

OmaSp's Cooperation Partners

OmaSp offers some of the services complementing the traditional banking operations and the Issuer's core business operations in collaboration with its cooperation partners. OmaSp owns a share of its cooperation partners Sp-Rahastoyhtiö Oy (7.4 per cent holding) and Sp-Henkivakuutus Oy (18.8 per cent holding). OmaSp has no ownership in the other cooperation partners listed below.

<u>Sp-Rahastoyhtiö and Sp-Henkivakuutus Oy</u>

OmaSp brokers Sp-Rahastoyhtiö Oy's mutual funds and Sp-Henkivakuutus Oy's insurance products. As remuneration for a sale made by OmaSp, it receives a portion of the subscription, redemption and management fees of the products sold. Cooperation with Sp-Rahastoyhtiö and Sp-Henkivakuutus ensures OmaSp the possibility of providing its customers with a wide-ranging selection of services supplementing its banking services, such as savings and investing services, loan insurance and life insurance products. By means of providing such services together with its cooperation partners, OmaSp can focus on its core business operations, *i.e.* operating and developing of retail banking services.

<u>Central Bank of Savings Banks Finland Plc</u>

OmaSp's central credit institution services are provided by Central Bank of Savings Banks Finland Plc ("**Central Bank of Savings Banks**"). The Central Bank of Savings Banks provides OmaSp with payment brokerage services, including participation in payment systems (SEPA –payments as well as payments between savings banks – the SML -services), the use of a clearing system, SEPA-direct debiting services as well as a foreign exchange brokerage service. OmaSp has an agreement with the Central Bank of Savings Banks concerning the bank's cash management services. OmaSp acquires services related to the brokerage of customer payments from the Central Bank of Savings Banks. OmaSp is independently responsible for and independently manages the liquidity of the payment account and other functions associated with it. OmaSp has an independent liquidity management and treasury function. Additionally, OmaSp has a TARGET2 account, which it manages independently.

The Central Bank of Savings Banks also functions as an account operator for OmaSp.

Other Cooperation Partners

Other cooperation partners important for OmaSp include, *inter alia*, Finnvera and the European Investment Fund, which guarantee some of the corporate loans granted by OmaSp; NIB and EIB, providing the Company financing to be further brokered to small and medium-sized enterprises; as well as Insurance Limited Liability Company Garantia and AXA Partners, offering OmaSp's private customers loan guarantees and loan insurances. In the spring of 2018, OmaSp also initiated cooperation with Fundu Oy. The objective of the cooperation is to offer increasingly versatile and efficient financing alternatives to OmaSp's corporate customers.

Company's Customers and Service Channels

General

OmaSp's key customer groups are private customers as well as small and medium-sized enterprises. The Company's customer volumes have recently developed positively, in addition to which approximately 9,100 new customers transferred to OmaSp at the end of 2017 in connection with the operations acquired from the S-Bank. The development of the Company's customer volume has been depicted in the following table:

	31 December		
(pcs)	**2017**	**2016**	**2015**
Number of customers at the end of the period	c. 135,000	c. 125,000	c. 125,600

Private Customers

Approximately 80 per cent of OmaSp's customers are private customers. Among private customers, OmaSp's target customers comprise customers desiring full-service banking services and appreciate good and easily accessible customer service. The majority of private customers utilize a minimum of three services offered by the Company. Thus, the Company has succeeded in obtaining a large number of full-service customers, whom the Company estimates to be more loyal than customers utilising just one or two of the services the Company offers.

According to the Company's management, growth has been achieved through excellent customer service and active sales efforts. The growth has been particularly strong in mortgage loans.

At the end of 2018, approximately 58.2 per cent of OmaSp's loan book was held by private customers.[1]

Corporate Customers and other Entities

Roughly 20 per cent of the Company's customers are corporate customers or other entities. In relation to corporate customers, the Company's target customers are companies that OmaSp is familiar with, having a stable business model and are looking for full service banking services. The majority of the Company's corporate customers are small and medium-sized enterprises. A focal factor in the Company's strategy is acquiring and serving such small and medium-sized enterprises, whose business the Company has assessed to be financially healthy and stable.

At the end of 2018, 41.8 per cent of OmaSp's loan book was held by corporate customers and other entities.[2]

1 Loan portfolio split by customer type and industry based on the parent company's figures.

2 Loan portfolio split by customer type and industry based on the parent company's figures.

Company's Service Channels

A key target of the Issuer is to serve its customers personally and to be local and close to its customers both in digital and traditional service channels. Historically, OmaSp's key market areas have included South Karelia, South Ostrobothnia, Southern Savonia, Häme, Kymenlaakso, Pirkanmaa, North Karelia and Satakunta, which has resulted in the network of branches previously being centralised into those areas. During the past few years, the Issuer has expanded its operations in all of Finland and wishes to strengthen its market position and to increase its customer volumes across the country.

Digital Service Channels

In order to be able to offer its services efficiently throughout the country, the Issuer has invested in developing its digital service channels and in optimising its branch network. The Issuer has comprehensive digital service channels, with the aid of which the Issuer is able to serve its customers regardless of the time and place.

At the core of the Company's digital services lies a versatile online bank, where private and corporate customers can manage their affairs pertaining to payments, accounts and cards, loans and asset management at the customers' convenience. OmaSp also offers its customers the OmaMobiili mobile online bank that allows customers to manage their daily banking affairs through a smartphone or a tablet. The Company also provides online identification services and an electronic signature service, through which customers can identify themselves in various online services and companies can identify their customers. With the aid of the electronic signature service OmaAllekirjoitus, customers can electronically sign agreements they have concluded with OmaSp and, thereby, open new services with the bank. OmaSp has also introduced the OmaKonttori mobile application that allows customers, in addition to managing their banking affairs, to conduct negotiations with the bank clerk of their choice via a mobile device.

Branch Network

Alongside the digital services, OmaSp has an extensive and comprehensive branch network, which the Company seeks to actively develop for optimised efficiency. As part of the re-organisation of its operations, in late 2016 and during the summer of 2017, the Company merged smaller branches and service locations into nearby branches in order to improve profitability. At the same time the Company opened new branches in growth centres in locations in which the Company believes the branches can achieve good profitability and high customer flows. Recently OmaSp has opened branches in, *inter alia*, Lahti and Jyväskylä. During the latter part of 2018 and early 2019 OmaSp has opened a branch in Oulu, a branch in downtown Helsinki and an expanded branch in Turku. On the date of this Base Prospectus, OmaSp has 40 branch offices.

OmaSp aspires to be a people-oriented bank and to distinguish itself from its competitors through personal service. An example of versatile personal service and being close to the customer is that OmaSp can even arrange home visits for such of its customers who for one reason or another are unable to manage their banking affairs electronically or at the nearest branch.

Sales and Customer Experience

OmaSp conducts its marketing via a multitude of marketing and distribution channels, such as the Internet, social media, its branches and other service locations, television, radio and printed advertising. OmaSp's competitive edge as compared to its competitors is, in the view of the Company's management, high-quality and personal service in digital channels and branches, and it is therefore not the Company's strategy to compete with the lowest prices. The Company's management believes that customers that receive high-quality and personal service will remain customers of the Company for a long time and will utilize the Company's services to an increasing and more extensive extent over time. Customer satisfaction is important for OmaSp and the Company has managed to maintain customer satisfaction at a high level.

A crucial factor in fostering customer satisfaction is high service accessibility. The Company's aim is that the accessibility of its services would be at the top of the industry. For these purposes, the Company provides services to its customers also outside of normal office hours. In addition, customers also receive personal service via the Company's digital service channels.

Funding and Liquidity

OmaSp's funding base consists of deposits received from the public (liabilities to the public and public sector entities), loans from other credit institutions, bonds and certificates of deposit, and of subordinate liabilities. The Company's funding base has expanded at the same time as the Company's financial expenses in relation to the funding base have decreased.

The cornerstone of the Company's funding comprises deposits received from the public. The bonds and certificates of deposit issued by the Company have, however, significantly broadened the Company's funding base. In the past few years, the Company has managed to increase the proportion of long-term, longer than 12-month, financing of its funding base. The Company aspires in the future to further increase the proportion of long-term financing, *inter alia*, by means of issuing bonds.

OmaSp has been active in the bond market since 2013. The bonds have allowed OmaSp to diversify its funding base and to prolong the maturity of its financing base.

OmaSp also utilizes certificates of deposit in its funding. Certificates of deposit add flexibility to OmaSp's funding and the Company utilizes certificates of deposits for the purposes of short-term financing as well as for liquidity management.

Mortgage Bank Operations

OmaSp was granted permission by the FIN-FSA to launch mortgage bank operations on 14 September 2017. The mortgage bank functions as part of OmaSp's banking business. Mortgage bank operations constitute business operations entailing the issuance of covered bonds. The covered bonds are secured by the mortgages granted by OmaSp. The mortgage bank operations have allowed OmaSp to diversify its funding. In July 2017, Standard & Poor's (S&P Global Ratings Europe Limited, S&P Global division) confirmed OmaSp's long-term funding credit rating at BBB+ and short-term funding credit rating at A-2. As part of launching its mortgage bank operations, OmaSp applied to be admitted as a direct monetary policy counterparty of the European Central Bank (ECB) and as party of the TARGET2 system, which enables the use of central bank financing in the maintenance of short-term and long-term liquidity. The Issuers TARGET2 account at the Bank of Finland was opened in September 2017. As at the date of this Base Prospectus, OmaSp has not utilized central bank financing.

In November 2017, OmaSp established a bond programme amounting to EUR 1,500 million. Under the programme, the Bank issued in December 2017 a covered bond in the aggregate amount of EUR 250 million, and the amount was increased by EUR 100 million in June 2018. On 12 December 2017, S&P Global Ratings granted the bond a credit rating of AAA.

S&P Global Ratings Europe is established in the European Economic Area and on the date of this Base Prospectus, it is registered to register of European Securities and Markets Authority (ESMA) in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the Credit Rating Agencies Regulation) (http://www.esma.europa.eu/page/list-registered-and-certified-CRAs).

History and Development of OmaSp

The Issuer was formed out of the merger between Töysän Säästöpankki and Kuortaneen Säästöpankki in 2009, continuing their business operations under the name of Oma Savings Bank. Parkanon Säästöpankki joined the Issuer in 2013. Kantasäästöpankki, Suodenniemen Säästöpankki and Etelä-Karjalan Säästöpankki joined in 2014. In the fall of 2015, the business operations of Joroisten Osuuspankki and Pyhäselän Paikallisosuuspankki were merged into the Issuer. In 2016, the Company acquired approximately 48.0 per cent holding in SAV-Rahoitus Oyj, and on 31 December 2018 the holding amounted to 50.7 per cent. SAV-Rahoitus Oyj has been consolidated in OmaSp's consolidated financial statement since the year of acquisition, 2016. In 2017, the Issuer acquired S Bank's small and medium-sized enterprises as well as agricultural and forestry business operations.

The Issuer completed an initial public offering ("IPO") of its shares in the end of 2018 and received net proceeds of approximately EUR 31.6 million from the IPO. Trading in the Company's shares commenced on the official list of Nasdaq Helsinki Ltd. (the Helsinki Stock Exchange) on 4 December 2018.

Recent Events

There are no recent events particular to the Issuer since the financial statements release as of 31 December 2018, which are to a material extent relevant to the evaluation of the Issuer's solvency.

Organisational Structure

The Oma Savings Bank Group consists of the parent company (Oma Savings Bank Plc) and of its two subsidiaries Kiinteistö Oy Lappeenrannan Säästökeskus and SAV-Rahoitus Oyj. OmaSp's banking operations and the related business operations are carried out by the parent company of the group.

Kiinteistö Oy Lappeenrannan Säästökeskus is domiciled in Lappeenranta and its line of business is to control pursuant to a lease agreement land lot No. 18, with its surface area being c. 1,915 m2, located in the II Centre district of the town of Lappeenranta, in block No. 5, as well as to own and control the commercial and office building situated on the land lot, which houses the Issuer's headquarters.

SAV-Rahoitus Oyj is domiciled in Helsinki and its line of business is providing financial services. SAV-Rahoitus Oyj carries on insurance mediation operations referred to under the Finnish Act on Insurance Mediation and its operations are completely separated from OmaSp's business operations. In addition, SAV Rahoitus´ line of business includes providing specialised and expert vehicle trade services; hire purchase contracts, drafting and assigning of hire purchase contracts as well as trading; registry services; liquidity services; provision and brokerage of security; importation of vehicles and trading in vehicles; trading in and brokerage of products and services related to vehicles and traffic, as well as IT services pertaining to the aforementioned. In the Company's view, the Company's share of ownership in SAV-Rahoitus Oyj is a finance investment that can be given up if necessary.

The following table sets forth the significant subsidiaries owned by OmaSp directly or indirectly on the date of this Base Prospectus and that have been consolidated into the consolidated financial statement.

Company	**Holding**
Oma Savings Bank Plc	
Subsidiaries	
Kiinteistö Oy Lappeenrannan Säästökeskus	100%
SAV-Rahoitus Oyj	50.7%

Governmental, Legal and Arbitration Proceedings

During the 12 months preceding the date of this Base Prospectus, OmaSp has not been a party to any legal, arbitration or administrative proceedings that may have or have had, in the recent past, a material impact upon the financial position or profitability of OmaSp or its subsidiaries, and to the OmaSp's knowledge no such proceedings are pending or threatened.

Material Contracts

OmaSp has outsourced certain payment transfers and central banking services, where OmaSp uses the transfer and clearing services of the Central Bank of Savings Banks Finland Plc. On the date of this Base Prospectus, the Samlink Group provides to OmaSp banking information services (core banking systems, operating and infrastructure services and technical support) as well as financial management services. On 23 January 2019 OmaSp announced that it has chosen Cognizant as its strategic IT partner. OmaSp sells to Cognizant Technology Solutions Finland Oy its holding in the current IT services provider Oy Samlink Ab together with other shareholders of Samlink. The completion of the transaction requires the approval of the regulators. At the same time, OmaSp has signed an agreement with Oy Samlink Ab to develop a new banking platform based on the Temenos T24 and Temenos Payment Hub softwares, and a 10-year service agreement for production and maintenance of basic banking services. The delivery price for the banking platform is approximately EUR 20 million for OmaSp.

Apart from the contracts listed above, there are no material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in the Issuer or any of its subsidiary company being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders.

FINANCIAL AND TREND INFORMATION

Historical Financial Information

OmaSp's unaudited financial statements release for the financial year ended 31 December 2018 together with the consolidated audited financial statements for the financial years ended 31 December 2017 and 31 December 2016 have been incorporated into this Base Prospectus by reference (see "*Documents Incorporated by Reference*"). OmaSp's consolidated audited financial statements have been prepared in accordance with IFRS as adopted by the European Union. The applicable Finnish accounting and corporate legislation and regulatory requirements have also been taken into account when preparing the notes to the financial statements.

Except for the financial statements as of and for the financial years ended 31 December 2017 and 31 December 2016, the information included in this Base Prospectus has not been audited.

No Significant Change in the Issuer's Financial or Trading Position

As described in more detail under *"Information about the Issuer – Material Contracts"*, on 23 January 2019 OmaSp announced an agreement on development of a new banking platform and a sale of its holding in the current IT services provider Oy Samlink Ab.

Apart from the matter referred above, there have been no material changes in the financial or trading position of OmaSp since 31 December 2018.

Trend information

Since 31 December 2017, the last day of the financial year in respect of which the most recently audited financial statements of the Issuer have been prepared, there has been no material adverse change in the prospects of the Issuer or of the Issuer and its subsidiaries taken as a whole.

BOARD OF DIRECTORS AND MANAGEMENT

Board of Directors

According to the Issuer's Articles of Association, the Board of Directors shall have a minimum of five and a maximum of eight members and no more than two deputy members. As per the Articles of Association, the term of a member of the Board of Directors expires at the end of the next Annual General Meeting following the election. The Board of Directors is responsible for Issuer's administration and the due organisation of operations. The Board of Directors has drafted a written charter for its operations, which defines the key tasks and operating principles of the Board.

The Board of Directors has 7 members as at the date of this Base Prospectus, and the members of the Board of Directors are as follows:

Name	Year born	Position	Elected to the Board of Directors
Jarmo Partanen	1956	Chairman	2014
Jyrki Mäkynen	1964	Vice Chairman	2014, Member since 2009
Aila Hemminki	1966	Member	2017
Aki Jaskari	1961	Member	2014
Timo Kokkala	1960	Member	2014
Heli Korpinen	1965	Member	2014
Jarmo Salmi	1963	Member	2014

Jarmo Partanen, Master of Arts, eMBA**,** Member of the Board of Directors of Etelä-Karjalan Säästöpankkisäätiö**,** has been the Chairman of the Board of Directors since 2014.

Jyrki Mäkynen, Master of Science (Economics), Chairman of the Federation of Finnish Enterprises, entrepreneur, Oy HM Profiili Ab, Chairman of Etelä-Pohjanmaan Korkeakoulusäätiö, Member of the Board of Directors of Fennia, Seinäjoki Joint Municipal Authority for Education Sedu, Entrepreneur Day Foundation, UEAPME Aisbl and Seinäjoki University of Applied Sciences, Member of the Seinäjoki City Council, has been the Vice Chairman of the Board of Directors since 2014, and a Member of the Board of Directors since 2009.

Aila Hemminki, Master of Economic Sciences, entrepreneur, Hevihill Ky, Deputy Member of the Board of Hemimotors Oy, has been a member of the Board of Directors since 2017.

Aki Jaskari, Master of Economic Sciences, CEO, Nerkoon Höyläämö Oy, Member of the Advisory Board of Leppäkosken Sähkö Oy, has been a member of the Board of Directors since 2014.

Timo Kokkala, Master of Science in Agriculture and Forestry, farm operator, has been a member of the Board of Directors since 2014.

Heli Korpinen, Master of Social Sciences, Senior Lecturer, Saimaa University of Applied Science, Member of the Board of Kampusravintolat Oy, has been a member of the Board of Directors since 2014.

Jarmo Salmi, Master of Laws, Managing Partner, Asianajotoimisto Jarmo Salmi Oy, Vice Chairman of the Board of Directors of Kiinteistö Oy Kosken-Keskus, has been a member of the Board of Directors since 2014.

Board Committees

The Board of Directors of the Issuer has on 18 October 2018 resolved to establish a remuneration committee. The remuneration committee consists of at least three members, elected annually from amongst and by the Board of Directors. The Board of Directors specifies the tasks of the remuneration committee within the rules of procedure adopted by the Board of Directors. The tasks of the remuneration committee consist of the preparation of the compensation and other economic benefits of the CEO and other management, the preparation of matters relating to the Company's incentive schemes, the evaluation of the CEO's and management's compensation, caring for the appropriateness of the incentive schemes, the preparation of appointment matters in relation to the CEO and other management as well as the surveying of their successors and the development of the remuneration of the personnel and the organisation. As at the date of this Base Prospectus, the members of the remuneration committee are Jarmo Partanen, Jyrki Mäkynen and Heli Korpinen.

The Board of Directors of the Issuer carries out the tasks of the audit committee.

CEO and Management Team

CEO

The Board of Directors appoints the Issuer's CEO. The CEO supervises the Issuer's day-to-day administration in accordance with the law, the Articles of Association, the directions of the Board as well as other regulations.

Pasi Sydänlammi (born 1974) has been the Issuer's CEO since Oma Savings Bank was established in 2009, and he acted as the CEO of Töysän Säästöpankki, one of the predecessors of OmaSp since 2007. Prior to this, he was the CEO of Lappajärven Osuuspankki. He holds a Masters of Administrative Sciences and an MBA degree.

Management Team

The Group's Management Team consists of the CEO and other members appointed by the Board of Directors. The management team's purpose is to assist the CEO in managing the operations of the Issuer. At the date of this Base Prospectus, the members of the Management Team are as follows:

Name	Year born	Position	Appointed
Helena Juutilainen	1958	Head of Legal	2017
Sarianna Liiri	1981	Chief Financial and Administrative Officer	2015
Kari-Mikael Markkanen	1973	Chief Information Officer	2014
Minna Sillanpää	1970	Chief Communications Officer	2017
Pasi Turtio	1974	Deputy CEO, Customer Operations Director	2008

Helena Juutilainen has been Head of Legal since 2017. Earlier she has worked as legal counsel at Kuntien Tiera Oy and in Oy Samlink Ab. She holds a Master of Laws and she has trained on the bench.

Sarianna Liiri has been the Chief Financial and Administrative Officer since 2018, prior to which she was the Administrative Officer between 2015 and 2018. She has also worked in various expert and supervisory positions in OmaSp and Etelä-Karjalan Säästöpankki. She holds a Master of Economic Sciences.

Kari-Mikael Markkanen has been Chief Information Officer since 2014. He has worked at Kuntien Tiera Oy as a director, as a development director at Finnish Innovation Fund Sitra Oy and as a department manager in Oy Samlink Ab. He holds an eMBA and a Master of Science in Technology.

Minna Sillanpää has been Chief Communications Officer since 2017. She has worked as a CEO at the Regional Organization of Enterprises in South Ostrobothnia, as a CEO at EP:n Yrittäjien Palvelu Oy and as a deputy director at the South Ostrobothnia Chamber of Commerce. Previously various positions as business manager. She holds degrees of MBA, Industrie- und Aussenhandelsassistent and Gross- und Aussenhandelskaufmann and a college degree in foreign trade.

Pasi Turtio has been Deputy CEO since 2009 and Customer Operations Director since 2018. He has also worked at Kuortaneen Säästöpankkisäätiö as the managing director and Lammin Osuuspankki as a bank manager. He holds an Agrologist degree.

Conflict of Interest

The members of the Board of Directors, the CEO and members of the management team of the Issuer do not have conflict of interests with any duties to OmaSp and their private interests and/or their other duties.

Corporate Governance

In its decision making and governance, OmaSp applies the Finnish Companies Act, Act on Credit Institutions, Act on Savings Banks and the Issuer's Articles of Association and the rules of procedure for its Board of Directors. Additional provisions on governance and more detailed definitions of the duties of each entity within OmaSp are included in the internal instructions, guidelines and rules of OmaSp. The Issuer also applies the rules and guidelines issued by Helsinki Stock Exchange. The Issuer also complies with the Finnish Corporate Governance Code issued by the Finnish Securities Market Association entered into force on 1 January 2016.

Shareholders exercise their voting power at the general meeting, which is the Issuer's highest decision-making body.

The Company's Articles of Association include a stipulation regarding a Shareholder's Nomination Board ("Nomination Board"). The Nomination Board's task is to prepare proposals regarding the election of the members of the Board of Directors and their compensations for the next annual general meeting and, if needed, for the next extraordinary general meeting.

The Issuer's Board of Directors makes decisions on the Issuer's business operations and strategic matters. Additionally, it is the Board of Director's responsibility to make decisions on the most significant matters related to the Issuer's operations and to select the Issuer's CEO. The Issuer's Board of Directors consists of seven members. Jarmo Partanen is the chairman and Jyrki Mäkynen is the vice chairman.

The Issuer's CEO is in charge of the day-to-day management in accordance with the instructions received from the Board of Directors. Pasi Sydänlammi is the CEO and Pasi Turtio is the deputy CEO.

The Issuer's primary auditor is Juha-Pekka Mylén from Certified Public Audit firm KPMG Oy Ab and the deputy auditor is Certified Public Audit firm KPMG Oy Ab.

Business Address

The business address of the members of the Board of Directors and the CEO is Kluuvikatu 3, 7th floor, 00100 Helsinki, Finland.

SHARE CAPITAL AND OWNERSHIP

As of the date of this Base Prospectus, the Issuer's share capital was EUR 24,000,000 and the total number of shares issued was 29,596,700. As of the date of this Base Prospectus, the Issuer owns 11,700 of the Issuer's own shares, which do not entitle to any voting rights at the general meeting as long as the Issuer owns them.

The shares of the Issuer are listed on the main list of Nasdaq Helsinki Ltd. (the Helsinki Stock Exchange). The following table sets forth the ten largest shareholders of Issuer that appear on the shareholder register as of 28 February 2019:

Name	Number of Shares	% of Shares
Etelä-Karjalan Säästöpankkisäätiö	10,578,759	35.74
Parkanon Säästöpankkisäätiö	3,400,000	11.49
Töysän Säästöpankkisäätiö	3,000,000	10.14
Kuortaneen Säästöpankkisäätiö	2,000,000	6.76
Hauhon Säästöpankkisäätiö	1,680,000	5.68
Rengon Säästöpankkisäätiö	1,120,000	3.78
Suodenniemen Säästöpankkisäätiö	800,000	2.70
Keskinäinen Työeläkevakuutusyhtiö Elo	788,405	2.66
Pyhäselän Paikallisosuuspankki	758,850	2.56
Joroisten Oma Osuuskunta	689,150	2.33

To the extent known to the Issuer, it is not directly or indirectly owned or controlled by any person for the purposes of Chapter 2, Section 4 of the Finnish Securities Markets Act and the Issuer is not aware of any arrangement the operation of which may result in a change of control of the Issuer.

TAXATION

The following is a summary limited to certain tax considerations in Finland and, as the case may be, the EU relating to the Notes as of the date of this Base Prospectus and subject to any changes in law, and is included herein solely for information purposes. It does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.

Finland

Non-resident Holders of Notes

Payments made by or on behalf of the Issuer to persons that are non-residents of Finland for tax purposes and who do not engage in trade or business through a permanent establishment or a fixed place of business in Finland may be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Finland or by any municipality or other political subdivision or taxing authority thereof or therein.

Resident Holders of the Notes

Corporates

Payments made by or on behalf of the Issuer to corporates residents of Finland for tax purposes may be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Finland or by any municipality or other political subdivision or taxing authority thereof or therein. The interest is subject to final taxation of the recipient in accordance with the Finnish Business Income Tax Act (*laki elinkeinotulon verottamisesta* 360/1968, as amended) or the Finnish Income Tax Act (*tuloverolaki* 1535/1992, as amended). The current rate of corporate income tax is 20 per cent. Any gain or loss realised following a disposal of the Notes is taxable income or a tax deductible loss for the relevant noteholder.

Individuals and Estates

Payments of interest or interest compensation (secondary market compensation, in Finnish "*jälkimarkkinahyvitys*") made to individuals or estates are generally subject to advance withholding of income tax under the Finnish Withholding Tax Act (*ennakkoperintälaki* 1118/1996, as amended) and final taxation as capital income in accordance with the Finnish Income Tax Act. The current income tax advance withholding rate is 30 per cent. The withholding liability should primarily lie with a possible paying agent or other intermediary (such as a financial institution) effecting the payment, if the paying agent or intermediary is a resident of Finland for tax purposes or the payment is made through a Finnish permanent establishment of a non-resident paying agent or intermediary. Payments made under the Notes are not subject to withholding tax according to the Finnish Act on Source Tax on Interest Income (*laki korkotulon lähdeverosta* 1341/1990, as amended). The capital income tax is 30 per cent (34 per cent of the capital income exceeding EUR 30,000). Any gain or loss realised following a disposal of the Notes is taxable income or a tax deductible loss for the relevant noteholder. Capital losses are deductible primarily from taxable capital gains and secondarily from other taxable capital income in the year of disposal and in the five subsequent calendar years.

Transfer taxation

Any investment in or disposition of the Notes is not subject to Finnish transfer tax under the Finnish Transfer Tax Act (*varainsiirtoverolaki* 931/1996, as amended).

All prospective investors should seek independent advice as to their tax positions.

ADDITIONAL INFORMATION

Auditors

The consolidated financial statements of the Issuer for the financial year ended 31 December 2017 and 31 December 2016 incorporated in this Base Prospectus by reference have been audited by Juha-Pekka Mylén, Authorised Public Accountant, as auditor with principal responsibility.

Forward-looking Statements

Certain statements in this Base Prospectus, including but not limited to certain statements set forth under the chapters *"Risk Factors"*, *"Information about the Issuer"* and *"Financial and Trend Information"*, are based on the beliefs of OmaSp's management as well as assumptions made by and information currently available to it, and such statements may constitute forward-looking statements. Such forward-looking statements are based on certain expectations, which, even though they seem to be reasonable at present, may turn out to be incorrect. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results, realized revenues or performance to differ materially from the results, revenues and performance expressed or implied in the forward-looking statements of OmaSp.

Such risks, uncertainties and other important factors include, among others things, the risks described in the section *"Risk Factors"*. Should one or more of these risks or uncertainties to materialize, or should any underlying assumptions prove to be incorrect, OmaSp's actual results of operations, its financial condition or its ability to fulfil its obligations under the Notes could differ materially from those described here as *"anticipated"*, *"believed"*, *"estimated"* or *"expected"*. The forward-looking statements are not guarantees of the future operational or financial performance of OmaSp.

The Issuer does not intend and does not assume any obligation to update any forward-looking statements contained herein unless required by applicable legislation.

Market Information

This Base Prospectus contains information about OmaSp's markets and estimates regarding the position of OmaSp therein. Where certain information has been derived from third party sources the name of the source is given. The Issuer confirms that any third party information has been accurately reproduced and that, as far as the Issuer is aware and is able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. However, neither the Issuer nor the Arranger have independently verified, and cannot give any assurances as to the appropriateness of such information. Should this Base Prospectus contain market data or market estimates in connection which no source has been presented, such information is based on the estimates of OmaSp's management.

Financial Information

Financial information set forth in a number of tables in this Base Prospectus have been rounded. Accordingly, in certain instances, the sum of the numbers in a column or row may not conform exactly to the total figure given for that column or row. In addition, certain percentages presented in the tables in this Base Prospectus reflect calculations based upon the underlying information prior to rounding and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based on upon the rounded numbers.

In this Base Prospectus, references to "€", "euro" or "EUR" are to the currency of the member states of the EU participating in the European Economic and Monetary Union.

Availability of the Base Prospectus

This Base Prospectus will be available starting on or about 12 March 2019 on OmaSp's website at sijoittaminen.omasp.fi/en/financing-and-bonds; at OmaSp's premises at Valtakatu 32, 53100 Lappeenranta, Finland during normal office hours; and at the reception of the Helsinki Stock Exchange at Fabianinkatu 14, FI-00130 Helsinki, Finland.

No Incorporation of the Website Information

This Base Prospectus and the documents incorporated by reference hereto are available on the OmaSp's website at www.omasp.fi. However, the contents of OmaSp's website otherwise or any other website do not form a part of this Base Prospectus, and prospective investors should not rely on such information in making their decision to invest in the Notes.

Notice to Investors in the European Economic Area (Other Than Finland)

This Base Prospectus does not constitute an offer to the public. Therefore, this Base Prospectus has been prepared on the basis that all offers of the Notes in the European Economic Area (the EEA) will be made pursuant to an exemption under the Prospectus Directive, as implemented in an EEA member state, from the requirement to produce a prospectus under the Prospectus Directive for offers of securities. Accordingly, any person making or intending to make any offer of the Notes within the EEA should only do so in circumstances in which no obligation arises for OmaSp or the Arranger to publish a prospectus under the Prospectus Directive for such offer. Neither OmaSp or the Arranger have authorised, nor do they authorise, the making of any offer of securities through any financial intermediary.

For the purposes of this provision, the expression an "offer to the public" in relation to any of the Notes in any EEA member state means the communication in any form and by any means of sufficient information on the terms of the offer of the Notes to be offered so as to enable an investor to decide to purchase any of the Notes, as the same may be varied in that EEA member state by any measure implementing the Prospectus Directive in that EEA member state.

Public Offer Selling Restriction under the Prospectus Directive

From 1 January 2018, if the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Applicable", each Lead Manager appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of the Insurance Mediation Directive (Directive 2002/92/EC (as amended)), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Prior to 1 January 2018, and from that date if the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable" in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant Member State**"), each Lead Manager has represented, warranted and undertaken, and each further Lead Manager appointed under the Programme will be required to represent, warrant and undertake, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Public Offer"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Public Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable, and the Issuer has consented in writing to its use for the purposes of that Public Offer;

(b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Lead Manager or Lead Managers nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer, the Arranger or any Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression "Prospectus Directive" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

Disclosure of Information

OmaSp will publish its press and/or stock exchange releases in Finnish and in English.

INFORMATION INCORPORATED BY REFERENCE

The following information has been incorporated by reference to this Base Prospectus and it forms a part of the financial information of OmaSp. The information incorporated by reference is available at OmaSp's website at sijoittaminen.omasp.fi/en/financing-and-bonds and at the registered office of OmaSp located at Valtakatu 32, 53100 Lappeenranta, Finland, on weekdays during normal business hours.

Document	**Information incorporated by reference**
OmaSp's 2018 Financial Statements Release	Unaudited financial statements release of OmaSp as of and for the year ended 31 December 2018.
OmaSp's 2017 Annual Report, pages 47 - 212	Audited consolidated financial statements of OmaSp as of and for the year ended 31 December 2017.
OmaSp's 2016 Annual Report, pages 39 - 163	Audited consolidated financial statements of OmaSp as of and for the year ended 31 December 2016.
OmaSp's Articles of Association	Provisions regarding the Issuer's purpose and corporate governance.
OmaSp's 2017 Annual Report, pages 213 - 216	Auditor's report for OmaSp as of and for the year ended 31 December 2017.
OmaSp's 2016 Annual Report, pages 164 - 165	Auditor's report for OmaSp as of and for the year ended 31 December 2016.

DOCUMENTS ON DISPLAY

In addition to the documents incorporated by reference, this Base Prospectus, the FIN-FSA decision of approval of the Base Prospectus and Extract from the Finnish Trade Register concerning the Issuer are available for viewing at the head office of OmaSp, address Valtakatu 32, 53100 Lappeenranta, Finland during the period of validity of the Base Prospectus.

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