

AGENCY AGREEMENT

This **Agency Agreement** is dated 11 June 2024 and made between:

- (1) YIT Corporation, a public limited liability company incorporated under the laws of Finland with business identity code 0112650-2 (the "**Issuer**"); and
- (2) Intertrust (Finland) Oy, a limited liability company incorporated under the laws of Finland with business identity code 2343108-1, and address Uudenmaankatu 1-5, FI-00120 Helsinki (the "**Agent**").

Background

- (A) The Issuer has authorized the issue of senior secured notes up to an aggregate nominal amount of EUR 100 million with a floating rate and due 2027 (the "**Notes**"). The ISIN code of the Notes will be FI4000571278. An application will be made for listing of the notes on the official list of Nasdaq Helsinki Ltd.
- (B) The parties have agreed that the Agent shall act as agent under the terms and conditions of the Notes (the "**Terms and Conditions**"). This Agency Agreement is the Agency Agreement referred to in the Terms and Conditions.
- (C) In addition to the Terms and Conditions the Issuer and the Agent (among other parties) have entered into an intercreditor agreement on or before the Issue Date (the "**Intercreditor Agreement**").
- (D) The Notes will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD (each term as defined in the Terms and Conditions) and no physical notes will be issued.
- (E) OP Custody Ltd is the Issuer Agent (Fin: *liikkeeseenlaskijan asiamies*) referred to in the Terms and Conditions (the "**Issuer Agent**").
- (F) Nordic Trustee Oy is the Common Security Agent referred to in the Terms and Conditions (the "**Common Security Agent**").
- (G) The Terms and Conditions and the Intercreditor Agreement are hereinafter jointly referred to as the "**Finance Documents**".

1 Definitions

Terms defined in the Terms and Conditions shall have the same meaning when used in this Agency Agreement, unless otherwise defined in this Agency Agreement.

2 The Agent's role and undertakings

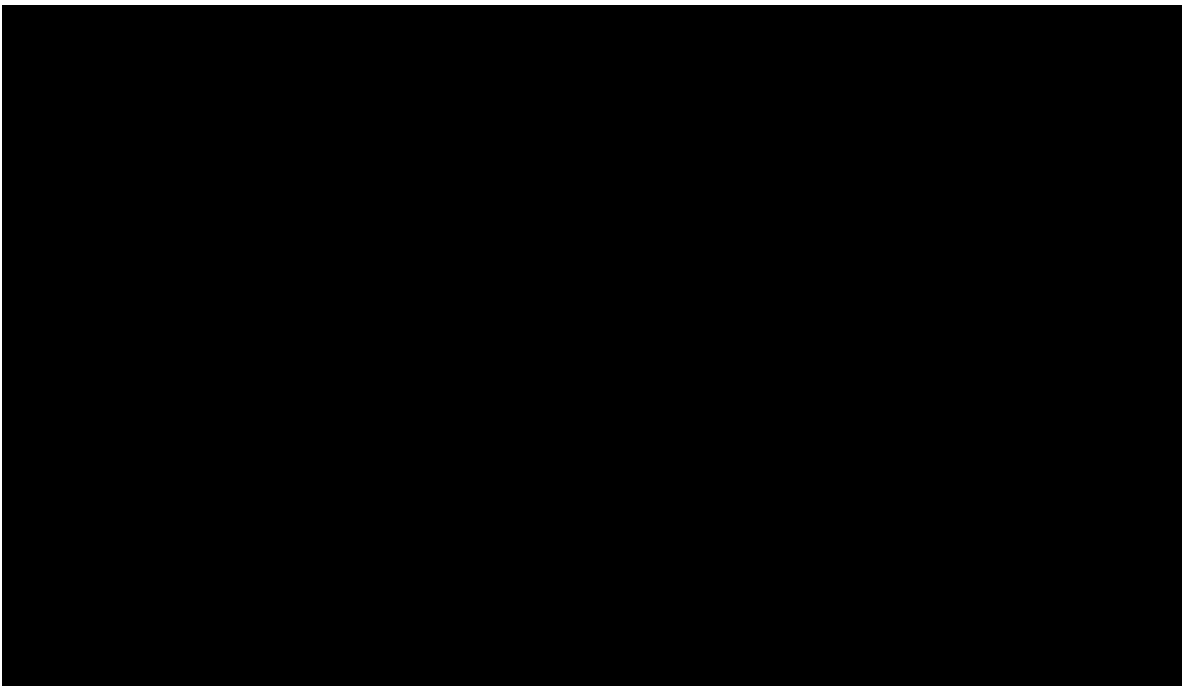
- 2.1 The Issuer hereby appoints the Agent as the Agent and representative of all the Noteholders, as defined in the Terms and Conditions, to represent and act for the Noteholders subject to and in accordance with the Finance Documents. The Issuer waives any and all rights to claim that the Agent would not possess the proper

authority and capacity to act for and on behalf of the Noteholders under and in connection with the Finance Documents.

- 2.2 The Agent undertakes to represent the Noteholders subject to and in accordance with the Finance Documents insofar as they refer to the Agent, and to perform its services and duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 2.3 The Agent hereby confirms that it has acquainted itself with the Finance Documents in their entirety and agrees to be bound by the Finance Documents in so far as they refer to the Agent.
- 2.4 The role and the tasks of the Agent are described further in the Finance Documents.
- 2.5 The Agent has no further obligations towards the Issuer other than those expressly set out in the Finance Documents.

3 The Issuer's undertakings

- 3.1 The Issuer undertakes to comply with its obligations towards the Agent as set out in the Finance Documents and this Agency Agreement.
- 3.2 The Issuer undertakes to provide the Agent with any information that the Agent may reasonably request for the purposes of performing its services and duties under the Finance Documents and this Agency Agreement.
- 3.3 The Issuer undertakes to promptly after execution thereof provide the Agent with copies of the Finance Documents.
- 3.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Notes.





5 Confidentiality

During the continuance of this Agency Agreement and after its termination, the Agent undertakes not to disclose any information relating to the business, finances or other matters of a confidential nature of the Issuer or any Group Company that it may from time to time receive or obtain (in any form) as a result of entering into or performing its obligations pursuant to this Agency Agreement and the Finance Documents to anyone (other than the Noteholders), provided however that the provisions of this Clause 5 shall not apply:

- (a) to any information disclosed in accordance with this Agency Agreement, or other Finance Documents;
- (b) to any information already known to the Agent otherwise than as a result of entering into the Finance Documents or this Agency Agreement;
- (c) to any information subsequently received by the Agent which it would otherwise be free to disclose;
- (d) to any information which is or becomes public knowledge other than as a result of the Agent's breach of a confidentiality undertaking in the Finance Documents or this Agency Agreement;
- (e) to any extent that the Agent is required to disclose the same pursuant to any law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other authority (including, without limitation, any official bank examiners or regulators);
- (f) to the extent that the Agent needs to disclose the information for discussion with any Finnish authority concerning any tax liability arising in connection with this Agency Agreement, prior to which disclosure the Agent shall, insofar as possible, consult with the Issuer; or
- (g) in relation to any information disclosed to the professional advisers of the Agent or any prospective new agent, provided that such professional adviser or prospective new agent is or becomes bound by a similar confidentiality undertaking than in this Clause 5.

6 Limitation of liability and indemnity

The Agent's obligations towards the Issuer are limited to the liabilities set out in the Finance Documents.

7 Changes to the parties

- 7.1 The Agent may at any time transfer its rights and obligations under this Agency Agreement in accordance with and subject to the Finance Documents. With regards to any such assignment, the Issuer shall at the request of the Agent take all action necessary for the purpose of giving effect to such transfer.
- 7.2 The Issuer may not transfer any of its rights or obligations under this Agency Agreement without the prior written consent of the Agent, other than may be permitted under the Finance Documents.

8 Waiver and amendments

- 8.1 No delay or omission in exercising any powers or privileges hereunder shall be construed as a waiver thereof. Any exercise of any part of the rights shall not preclude subsequent enforcement of any such right which have not, or have not fully, been exercised.
- 8.2 No amendment, modification, variation or waiver of this Agency Agreement shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties hereto.
- 8.3 Should any provision of this Agency Agreement be held to be invalid or unenforceable by a court or applicable arbitral tribunal, then the scope, duration, area or applicability of the term or provision should be reduced and construed so that it comes closest to expressing the original intention of the invalid or unenforceable term or provision.

9 Notices

Clause 25 (*Notices*) in the Terms and Conditions shall apply also to this Agency Agreement.

10 Governing law and jurisdiction

- 10.1 This Agency Agreement and any non-contractual obligations arising out of or in connection with this Agency Agreement shall be governed by and construed in accordance with the laws of Finland.
- 10.2 The courts of Finland shall have exclusive jurisdiction over matters arising out of or in connection with this Agency Agreement. The District Court of Helsinki (Fin: *Helsingin käräjäoikeus*) shall be the court of first instance.

11 Duration and termination

This Agency Agreement enters into force on the date hereof and shall continue in force until the date of termination of the Agent's appointment in accordance with the Terms and Conditions or all amounts outstanding under the Terms and Conditions have been fully paid. Liability and rights to compensation and indemnification arising or attributable to the period prior to the termination of this Agency Agreement will remain also after the termination until such liability is fully discharged.

[Signatures on the following page]

Place: Helsinki

Date: 11 June 2024

YIT CORPORATION



Name: **Tuomas Mäkipeska**
Authorised signatory



Name: **Markus Pietikäinen**
Authorised signatory

Place: Helsinki

Date: June 2024

INTERTRUST (FINLAND) OY

Authorised signatory

Place: Helsinki

Date: __ June 2024

YIT CORPORATION

Name:
Authorised signatory

Name:
Authorised signatory

Place: Helsinki

Date: 11 June 2024

INTERTRUST (FINLAND) OY



Sanna Linna-Aro
Authorised signatory