

Agency Agreement

relating to the bond issue with ISIN FI4000571708 (the “**Bonds**”)

by and between

A. HKFOODS PLC, company reg. no. 0111425-3 (the “**Issuer**”); and

B. NORDIC TRUSTEE OY, company reg. no. 2488240-7 (the “**Agent**”)

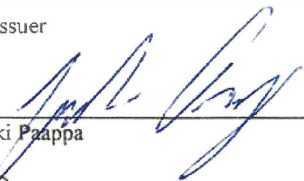
- 1. Agent’s undertaking:** The Agent hereby undertakes to act as agent and, as applicable, security agent in accordance with the terms and conditions of the Bonds (the “**Terms and Conditions**”) and the related finance documents insofar as they explicitly refer to the Agent (in any capacity), provided that the Agent’s assignment as agent under the Terms and Conditions and the related finance documents is conditional upon the documents to which the Agent will be party is in form and substance satisfactory to the Agent.
- 2. Power of Attorney:** The Issuer shall, upon the Agent’s request, promptly issue a power of attorney to the Agent that may be required in order for the Agent to obtain information from the debt register (Fi: *haliijaluettelo*) kept by the relevant central securities depository.

7. **Costs and expenses:** The Issuer shall cover all documented costs and expenses reasonably incurred by the Agent, including (but not limited to) costs for legal and financial advisors engaged by the Agent in accordance with the Terms and Conditions or otherwise as agreed between the Agent and the Issuer.
8. **Taxes:** The Issuer shall pay value added tax and other taxes or duties applicable.
9. **Payment terms:** Fees referred to herein shall be paid within thirty (30) calendar days from the date of the relevant invoice, or otherwise within the period specified on the relevant invoice.
10. **Confidentiality:** The Agent may use and disclose information received from the Issuer and any other party in connection with the issuance of the Bonds and during the term of the Bonds ("**Information**") as allowed in the Terms and Conditions for the purposes of carrying out its duties as Agent and shall not otherwise use or disclose such Information. The Agent shall not make any Information publicly available on Stamdata unless expressly allowed in the Terms and Conditions for the purposes of carrying out its duties as Agent or as otherwise expressly requested by the Issuer.
11. **Amendments:** No amendments to this agreement shall be valid unless in writing and agreed upon by both parties.
12. **Limited liability:** The Agent shall not be liable towards the Issuer for damage or loss caused by any action taken or omitted by it in its capacity as Agent under or in connection with this agreement, the Terms and Conditions and the related finance documents, unless directly caused by its gross negligence or willful misconduct. The Agent shall not be responsible for any indirect or consequential damage or loss. The Agent shall not be considered to have acted negligently if it has acted in accordance with instructions given by the Issuer or the bondholders under the Terms and Conditions or under related finance documents.
13. **Term of the agreement:** This agreement enters into force on the date on which it is signed by both parties hereto and terminates without further notice from any of the parties on the earlier of (i) when the Agent determines (acting reasonably) that all obligations of the Issuer and the Agent under the Terms and Conditions and related finance documents and this agreement have been fulfilled or (ii) when the Agent has resigned or been replaced in accordance with the Terms and Conditions. Following the termination of this Agreement, the Issuer will cease to have access to the Issuer Portal in respect of the Bonds (unless otherwise agreed with the Agent).
14. **Governing law and disputes:** Finnish law shall exclusively govern this agreement and any non-contractual obligations arising out of, or in connection with this agreement. All disputes arising out of, or in connection with this agreement, shall be exclusively resolved by the District Court of Helsinki (Fi: *Helsingin käräjäoikeus*) as the court of first instance.

Date: 6 June 2024

HKFOODS PLC

as Issuer



Jyrki Paappa

CFO




Mikael Tornberg

Group Treasury Manager

Date: 6 June 2024

NORDIC TRUSTEE OY

as Agent



Henri Kaasalainen

Country Manager