

PLEDGE

PLEDGER	Pledger's name:	Personal or business identity code:
	Pledger's address:	Telephone number: Email address:
PLEDGEE	Finnish Competition and Consumer Authority P.O. Box 5, FI-00531 Helsinki	Telephone number +358 29 505 3000
PLEDGED AMOUNT	The pledger shall pledge the funds held on the bank account no: _____ amounting to _____ euros to the Finnish Competition and Consumer Authority.	
TERMS AND CONDITIONS OF THE LIABILITY (sections 1.1.–1.10.)	<p>1.1. The funds held on the bank account specified above have been pledged until further notice to the Finnish Competition and Consumer Authority (hereinafter the Authority) for the purpose of refunding the claims by travellers referred to in section 3 of the Act on Travel Service Combination Providers (921/2017) that have arisen during the validity period of the guarantee and the claims that have arisen before the entry into force of the validity period of the guarantee.</p> <p>1.2. The Authority may present a claim to the bank in situations defined in section 5, subsection 1, paragraph 1 of the Act on Travel Service Combination Providers.</p> <p>1.3. The bank has the right and the obligation to pay funds to the Authority from the bank account at the Authority's demand during the validity period of the pledge without hearing the account holder or requiring any other explanation.</p> <p>1.4. The Authority does not need to claim the pledged funds from the pledger first.</p> <p>1.5. The Authority is not tied by the rules of the Commercial Code concerning liquidation of a pledge.</p> <p>1.6. There are no terms and conditions associated with the pledge that would reduce the capital.</p> <p>1.7. This pledge can be cancelled to terminate no earlier than three months after the date on which the Authority has received a written notice on the termination of the pledge from the pledger.</p> <p>1.8. The pledger assures that it is not a private guarantor, or a private pledger as referred to in section 2, subsection 1, paragraphs 6 and 9 of the Act on Guaranties and Third-Party Pledges (361/1999).</p> <p>1.9. The Act on Guaranties and Third-Party Pledges (361/1999) shall not be applied to this document in any other respects than in reference to the definitions mentioned above.</p> <p>1.10. Any dispute arising out of or in connection with this pledge shall be finally settled at the District Court of Helsinki in accordance with Finnish law. The terms and conditions of this pledge have been drawn up in Finnish, Swedish and English. Should any conflict arise between the Finnish, Swedish and English versions of the terms, the Finnish language version shall prevail. Should any conflict arise between the Finnish version of the terms and the applicable package travel legislation, the law shall prevail.</p>	
PLEDGER'S SIGNATURE	The pledger accepts the terms and conditions of this commitment and is aware of the fact that the bank is not obliged to investigate the Finnish Competition and Consumer Authority's right to withdraw funds.	
	_____	_____
	Place and date	Signature and printed name
ANNEXES (sections 2.1.–2.3.)	<p>2.1. Extract from the Trade Register in evidence of the pledger's procuration rights and, in case of a partnership, any contract between partners to restrict the right of the partners to represent the company and their procuration rights. The extract from the Trade Register must not be older than one month.</p> <p>2.2. A copy of the minutes of a meeting of the board of directors of a limited liability company in evidence of the decision on the pledging of funds.</p> <p>2.3. A copy of any authorisation of the silent partner to represent a limited partnership.</p>	

COMMITMENT NOT TO EXERCISE THE RIGHT OF SET-OFF

BANK	Name of the bank, office and name of the contact person:	
	Address of the bank:	Contact person's telephone number: Contact person's email address:
TERMS AND CONDITIONS OF THE LIABILITY (sections 3.1.–3.4.)	<p>3.1. The bank undertakes to pay the amount of money up to the amount of the pledge claimed by the Finnish Competition and Consumer Authority upon the first written demand. The payments shall be made to the accounts specified by the Finnish Competition and Consumer Authority free of charge, accompanied by the marking "Finnish Competition and Consumer Authority" in the field for free text.</p> <p>3.2. The bank undertakes not to exercise its right of set-off to the funds on the specified account.</p> <p>3.3. No such certificate as referred to in section 32 of the Promissory Notes Act (622/1947) has been issued on the pledge.</p> <p>3.4. Any dispute arising out of or in connection with this commitment not to excise the right of set-off are settled at the District Court of Helsinki in accordance with the Finnish law. The terms and conditions of this commitment not to excise the right of set-off have been drawn up in the Finnish, Swedish and English languages. Should any conflict arise between the Finnish, Swedish and English versions of the terms, the Finnish language version shall prevail.</p>	
BANK'S SIGNATURE	The bank has been informed about this pledge on this date and accepts the terms and conditions of the pledge.	
	_____	_____
	Place and date	Signature and printed name