

## **Special terms**

### **Definition of the account**

The InterestExtra Account is intended for continuous saving. The funds in the account are freely available without any withdrawal limits.

### **Deposit interest**

The interest paid on the funds is determined at any given time depending on whether the time in question is a sale period or an InterestExtra period. If it is not an InterestExtra period, interest on the funds in the account will be paid in accordance with the interest terms governing sale periods.

### **Sale period**

#### *Determination of the deposit interest*

The interest is fixed at 0,15 %.

The interest may be revised. The bank announces revisions in the interest in accordance with section 13 of the general account terms.

#### *Method of calculating the deposit interest*

The interest is calculated in accordance with actual calendar days using 365/366 as the divisor. The interest is calculated for each calendar month on the lowest book balance of the month. If during a sale period the balance of the account is zero or the account is overdrawn, no interest is paid for this month. No interest is paid for the opening and termination month of the account, if the funds have not been in the account for the entire opening or termination month.

#### *Payment of deposit interest*

The deposit interest is paid to the account annually during the month following the opening month of the account.

### **InterestExtra period**

An InterestExtra period begins on the first banking day of the calendar month following the end of a sale period. The length of the InterestExtra period beginning on 1 April 2016 (date on which the account agreement is signed) is 12 months.

The interest of an InterestExtra period is paid within the at any given time valid minimum and maximum deposit amounts determined by the bank for InterestExtra periods. The minimum or maximum amount determined by the bank at any given time must be in the account no later than two banking days before a sale period ends in order for an InterestExtra period to be realised.

#### *Determination of the deposit interest*

The interest of the InterestExtra period beginning on 1 April 2016 (date on which the account agreement is signed) is fixed at 0,40 %.

If the account balance exceeds the maximum amount determined for an InterestExtra period, interest on the funds in the account will be paid according to the interest terms governing sales periods.

After the termination of an InterestExtra period, interest on the funds in the account is paid in accordance with the interest terms governing the sale period.

The accountholder or other person authorised to use the account can obtain information at the bank's places of business on the value of the interest applied to the deposit at any given time.

#### *Method of calculating the deposit interest*

The bank pays interest from the first day of an InterestExtra period until the last day of an InterestExtra period. The interest is calculated in accordance with actual calendar days using 365/366 as the divisor on the lowest balance of the InterestExtra period.

#### *Payment of deposit interest*

The interest is paid to the account annually during the month following the month after the termination of an InterestExtra period.

### **Impact of withdrawals and additional deposits on the interest rate percentage of an InterestExtra period**

A withdrawal from the account affects the determination of interest in such a way that the interest for the InterestExtra period is paid on the lowest balance.

Additional deposits are paid interest in accordance with the interest terms concerning sale periods.

A withdrawal from the account decreases the interest rate percentage of an InterestExtra period. In the case of a withdrawal, 1/12 (with the precision of four decimals) is deducted from the interest rate percentage the bank has determined for an InterestExtra period for the entire period. The 1/12 is calculated from the interest rate percentage determined for each InterestExtra period at the beginning of the period. The deduction from the interest rate percentage is done only once in a calendar month irrespective of the number of withdrawals made from the account.

**The following InterestExtra periods**

After the termination of an InterestExtra period, the bank notifies the accountholder of the interest rate percentage of the following InterestExtra period, its starting date and length and the minimum and maximum amounts on which the bank pays interest in accordance with the InterestExtra period. The bank will also notify the accountholder if no new InterestExtra period will be launched. The bank makes these notifications available in Netbank. If the customer does not have the Netbank service, the notification will be delivered to the customer in writing.

**Bank's right to cancel an InterestExtra period**

The bank is entitled to cancel the beginning of an InterestExtra period at the latest on the last day of a sale period if a market disruption has occurred in the money and fixed income markets which has essentially affected the interest rate level and as the consequence of which the interest percentage of the InterestExtra period would have been on a markedly different level than the bank has notified to the accountholder in advance.

The bank will send the accountholder a separate notification of a possible cancellation within a month of the termination of a sale period. If an InterestExtra period is cancelled, the funds in the account are paid interest in accordance with the interest terms governing sale periods.

**Overdraft interest**

The overdraft interest applied to the account is 16 %. The bank charges the overdraft interest in arrears at the interval of one (1) month on the fifth (5th) banking day of the following month.

**Default interest**

The bank is entitled to charge default interest. The default interest is 16 %.

**Terms and conditions applied to the account agreement and undertaking**

The terms and conditions of this account agreement ('Account Agreement') and the general terms and conditions of corporate accounts are applied to the account opened with this Account Agreement. The general terms and conditions of corporate accounts form a part of this Account Agreement. In addition, the currently valid general terms and conditions of payment transmission are applied to this Account Agreement. Should the general terms and conditions of payment transmission deviate from the terms and conditions of this Account Agreement, the terms and conditions of this Account Agreement prevail. Should the terms and conditions of this Account Agreement deviate from the general terms and conditions of corporate accounts, the terms and conditions of this Account Agreement prevail. The Financial Supervisory Authority approved the terms and conditions of this Account Agreement on 20 September 2010 and the general terms and conditions of corporate accounts valid at the time of signing the account agreement on 20 May 2010.

I have received the Account Agreement, the related general terms and conditions of corporate accounts as well as the bank's general terms and conditions of payment transmission valid at the time of signing the Account Agreement, and I undertake to comply with them.

These general terms and conditions of corporate accounts are applied to account agreements of others than private persons, and these general terms and conditions are part of the account agreement. The Financial Supervisory Authority has approved these general terms and conditions of corporate accounts on 20 May 2010.

### 1. Account

An account is an account in euros or some other currency to which Nordea Bank Finland Plc (the 'bank') accepts deposits to be withdrawn at demand without giving of notice and where the maximum amount of debt to the bank may be the amount of the limit agreed on in the possible credit limit agreement. A separate agreement is made on the amount and terms and conditions of a possible credit limit.

The bank's currently valid general terms and conditions of payment transmission are applied to executing payment orders. If some other service is linked to the account or the account is linked to another service, the separate agreement terms and conditions of this service are applied or if no separate agreement is required, the bank's currently valid general terms and conditions of this service are applied.

### 2. Definitions

The following expressions have the below-mentioned meanings:

**A value date** is a reference date which the bank uses when calculating interest on funds debited or credited to an account.

**A payment transaction** is a measure with which funds are transferred, withdrawn or placed for the use of the account holder or a person entitled to use the account; excluding, however, transactions related to crediting of deposit interest, if any.

**A payment order** refers to an order given to the bank to execute a payment transaction.

**A payment instrument** is a payment card or other user-specific instrument or procedure or a combination of these. An agreement on using these to give payment orders has been made. For example, access codes are payment instruments in addition to payment cards.

**A banking day** is a day on which a bank's domestic branches are generally open. If both the debit and credit account are with the same bank, a banking day is also any other day when the bank can execute the payment transaction in question.

**An account opener** is a person who concludes an account agreement with the bank.

**An account holder** refers to a person whom the bank owes the funds in the account and who owes the debt amount in the account to the bank, if any, and who can control the account and the fund in it any way the account holder wishes, unless otherwise stated below.

**An account transaction** refers to credit and debits to an account affecting the account balance, for example, payment transactions.

### 3. Conclusion of an account agreement and opening of account

The account opener and the bank conclude an account agreement in writing or electronically using electronic identification codes, such as the access codes.

Other person than the account holder may with the bank's consent also agree on the opening of an account for the account holder. The account opener cannot reserve a right to use the account.

The account holder has control over the use of the funds in the account and the persons authorised to use the account and to agree with the bank on amendments to the account agreement and on closing the account.

### 4. Information provided on the account

#### 4.1 Account agreement

All information on the account, the bank and the account agreement have been provided in the account agreement or the account holder

has been provided with the information by the bank in material otherwise concerning the account. The bank is not obligated to provide the account holder with other information on the account, the bank or the account agreement before the account agreement is concluded or during its duration.

#### 4.2 Information provided to the bank

The account opener and the account holder must provide the bank with information on the account opener and the account holder currently required by the bank as well as on the account holder's ownership and parties that exercise authoritative powers. The account holder is also obligated to provide the bank with information currently required by the bank on persons authorised to use the account. The account holder and a person authorised to use the account must also give a specimen signature to the bank at its request.

The bank is also entitled to use the before-mentioned information and specimen signatures that it has already received.

The account holder is obligated to inform the bank of changes in the name and address of the account holders and of persons authorised to use the account and of changes in other information essential to the provision of banking services. The bank also has the right to acquire the information from public registers maintained by the authorities or from other reliable sources. The bank is not liable for damage caused by the fact that the account holder has not informed the bank of changes, such as the expiry of a person's right to use the account.

#### 4.3 Information on payment transactions

The bank gives the information on payment transactions it has currently determined by making it available to the account holder via an electronic channel offered or approved by the bank or in some other manner separately agreed on.

The information on payment transactions is provided on a time period separately agreed on. Information on payment transactions given electronically is available for a period of time currently determined by the bank.

### 5. Use of the account

#### 5.1 Payment instruments

Funds may be withdrawn from the account and payment orders concerning the account may be given with payment instruments accepted by the bank. The use of a payment instrument is separately agreed on with the bank. If the bank does not require a separate agreement, the withdrawal of funds from the account and the payment instrument are subject to the general terms and conditions currently applied by the bank to the service in question. The customer is responsible for any payment orders made with payment instruments in accordance with the terms and conditions applicable to the payment instrument in question.

When the account is closed or an authorisation to use the account is cancelled, the account holder and a person authorised to use the account no longer have the right to use the payment instruments. In this situation the payment instruments must be destroyed at the bank's request or returned to the bank.

#### 5.2 Cheque

A cheque cannot be cancelled if the bank has authenticated it or when replying to a cover inquiry has made a cover reserve in the account corresponding to the amount of the cheque.

Cheque forms must be kept with care and the bank must be notified of any loss immediately. The account holder is liable for damage if the bank has to redeem a cheque even if there is no cover in the account or if the case involved a misuse. Upon the expiry of the account relationship or on the bank's demand, cheques must be returned to the bank.

#### 5.3 Cash deposit

The amount of a cash deposit is credited to the account when the genuineness of the funds has been authenticated, the funds have been counted and the necessary FX trading has been completed.

#### 5.4 Overdraft

The account must not be used so that the account is overdrawn. If the account is not used as stated above, the bank has the right to enter the amount to be debited to the account as its receivable to fall immediately due for payment. If the violation against the agreement is material, the bank has the right to cancel the account agreement with immediate effect.

The account holder is liable to pay to the bank statutory default interest on the account overdraft, a fee for sending a reminder and other charges and fees arising from collecting the overdraft in accordance with the tariff. The bank is entitled to debit all the before-mentioned charges and fees to the account. If a credit is linked to the account, the default interest on the overdraft is charged in accordance with the terms and conditions of the credit limit agreement.

### 6. The bank's right to restrict the use of the account

#### 6.1 The bank's right to refuse the use of the account

The bank is entitled to refuse the use of the account if

- it has not been provided with the information referred to in clause 4.2, an act or an official regulation,
- the signature on a document intended for withdrawal differs from the specimen signature in the bank's possession,
- the account holder or a person authorised to use the account has not been identified in the manner required by the bank or the account holder or a person authorised to use the account cannot reliably prove his/her identity,
- the authorisation does not meet the requirements set by the bank,
- a cheque is presented for redemption after the redemption period,
- the bank has other justifiable reason to doubt the validity of the use of the account or
- there are other grounds for refusal mentioned in the terms and conditions on the bank's services.

The bank has the right to limit the use of the account at branches other than the account branch for security reasons.

#### 6.2 The bank's right to close the account

The bank is entitled to close the account, if

- a petition for corporate restructuring or debt adjustment concerning the account holder has been submitted to a court of justice or the account holder has been placed in bankruptcy or liquidation,
- the criteria for set-off have been fulfilled,
- the bank has reason to suspect that the account is misused or the closing of the account is based on an official regulation.

If, despite a reminder, the account does not have sufficient funds for payment of the bank's charges and fees, the bank is entitled to close the account until the account holder has paid to the bank the charges and fees in accordance with clause 11 of these general account terms and conditions.

The bank notifies the account holder of the closing of the account afterwards if the notification is not prohibited by law.

### 7. Deposit interest

If it has been agreed that deposit interest is paid on the account, the bank pays to the account holder the deposit interest agreed on in the account agreement. The bank does not separately inform the account holder of changes in the deposit interest based on a change in the reference rate. The value of the current reference rate applied to the account is available at the bank.

#### 7.1 Reference interest rates

##### Nordea Avista

Nordea Avista is an overnight interest quoted daily by Nordea Bank Finland Plc. Nordea Avista is quoted separately for deposits and credits. The value of the deposit reference rate changes daily. The deposit interest rate changes as much as the reference rate value has changed.

##### Nordea Avista foreign currency interest

Nordea Avista foreign currency interest is an overnight interest quoted daily by Nordea Bank Finland Plc for currencies chosen by it.

Nordea Avista foreign currency interests are quoted separately for deposits and credits. The value of the deposit reference rate changes daily. The deposit interest rate changes as much as the reference rate value has changed.

##### Euribor

Euribor is the euro area money market reference rate controlled by the European Banking Federation (FBE) and the Financial Markets Association (ACI) at the time this agreement is signed. The determination of the value of the Euribor is based on the currently valid international practice.

Quotation day refers to a day on which the value of the Euribor rate is determined according to currently valid international practice.

When the reference rate is **one (1) month's Euribor**, the value of the reference rate will be adjusted on each quotation day in accordance with the daily quotation of one (1) month's Euribor rate. The deposit interest rate changes as much as the reference rate value has changed.

When the reference rate is **one (1) week's Euribor**, the value of the reference rate will be adjusted on each quotation day in accordance with the daily quotation of one (1) week's Euribor rate. The deposit interest rate changes as much as the reference rate value has changed.

##### Eonia

Eonia is an overnight rate determined daily by the euro area banks. The value of the deposit reference rate changes daily. The deposit interest rate changes as much as the reference rate value has changed.

##### Euribid

Euribid is a deposit reference rate derived from the Euribor reference rate. The value of one (1) month's /one (1) week's Euribid is calculated by deducting 0.125 % from the value of the Euribor reference rate for the corresponding time period. The value of the deposit reference rate changes daily. The deposit interest rate changes as much as the reference rate value has changed.

##### Prime

Nordea Prime is a reference rate quoted by Nordea Bank Finland Plc. A change in Nordea Prime has an effect on the account's deposit interest as of the effective date of the change.

#### 7.2 Validity, suspension or discontinuation of the reference rate quotation

If a quoting of a reference interest rate is discontinued or interrupted, the new reference interest rate to be applied is chosen in accordance with legislation or instructions by the authorities. If no statutes or regulations are issued and if the customer and the bank cannot reach agreement on a new reference interest rate within one month of the discontinuation or interruption of the quotation, the bank's refinancing cost on the currency in question is used as the reference interest rate. Until a new reference interest rate has been defined in the above-mentioned manner, the last quotation of the reference interest rate before the discontinuation of interruption of the quotation is used as the reference interest rate.

#### 7.3 Fixed interest rate

The interest on an account with fixed interest rate remains unchanged during the entire deposit period, unless otherwise agreed on.

### 8. Value dates

The value date of a debit to the account is the day on which the amount of the payment transaction is debited to the account. If the funds are already received with a payment instrument before the debit, the value date is the day on which the funds were received for use. The value date of a debit may be any day.

If the currency of a payment transaction is the euro or a currency of an EEA country, and when the account to be credited is in the same currency, the value date of the account credit is the banking day on which the amount of the payment transaction is credited to the account of the payee's bank.

If the currency of a payment transaction is other than the euro or a currency of an EEA country, and when the account to be credited is in the same currency, the value date of the account credit is the banking day on which the amount of the payment transaction is credited to the account.

If the currency of the payment transaction differs from that of the account to be credited, the value date of the account credit is, however, the banking day on which it is paid to the account. The amount cannot be credited to the account until the necessary foreign exchange trades have been made.

The value date of a cash deposit is the banking day on which it is credited to the account.

The value date of a certified cheque is the certification date.

The value date balance at the end of the day is used in calculating the account interest.

### 9. Exchange rate practice

Exchange rates quoted by the bank are applied to account transactions. The bank is entitled to restrict the use of the account during a disturbance in the exchange rate market beyond the bank's control if the bank does not quote a rate for the account currency in question at that time.

### 10. Account transactions

The bank enters the deposit amount, changes in the amount and other account transactions into its bookkeeping, which is considered a reliable demonstration of the debt/receivable relationship between the bank and the account holder, unless the account holder presents proof indicating otherwise.

### 11. The bank's charges and fees

The account holder is liable to pay the charges and fees related to the opening, use and maintenance of the account and notifications sent by the bank, such as payment transaction details. The charges and fees are shown in the currently valid tariff of the bank, which is entitled to debit all the before-mentioned charges and fees to the account.

The tariff refers to the bank's tariff available for viewing at all the bank's places of business in Finland.

### 12. Charging of the charges and fees

The account holder must ensure that his or her account has sufficient cover for the debiting of those payments and charges of the bank that the bank is entitled to debit according to the account agreement or some other commitment.

However, even if the cover is not sufficient the bank is entitled to register the amount to be debited as the bank's receivable or debit the charges and fees to some other account of the account holder at the bank, unless otherwise agreed with the account holder.

### 13. Revision of the tariff

The bank is entitled to revise the tariff and its pricing.

The bank notifies the account holder of a revision of prices by making the revised tariff available to the account holder at the bank's places of business in Finland if -

- the bank links to this account agreement a new charge or fee resulting from a legal amendment or instruction of the authorities or
- the bank increases a charge or fee included in the tariff at the time this agreement was signed.

The bank notifies the account holder of other changes in pricing by making them available through an electronic channel offered or accepted by the bank. If the account holder does not have an electronic channel for its banking, the bank notifies the account holder of the change by publishing a notice concerning the change at the bank's places of business in Finland or by publishing it on the bank's website.

A change concerning prices and pricing enters into force at the beginning of the calendar month next starting after the date on

which a month has passed since the notice of the change was published or made available to the account holder. If the change results from a legal amendment or instruction of the authorities, it will enter into force as of the date notified by the bank.

If a change in pricing increases the account holder's liabilities or reduces the account holder's rights and does not result from a legal amendment or instruction of the authorities, the account holder has at any time before the effective date of the change the right to give notice on this agreement to end immediately and free of charge.

### 14. Amending the account agreement

The bank is entitled to make amendments to the account agreement. The bank notifies the account holder of an amendment to the account agreement by making the terms and conditions of the account agreement available to the account holder at the bank's places of business in Finland if -

- the amendment does not increase the account holder's obligations or reduce the account holder's rights, -
- or if the amendment results from a legal amendment or instruction of the authorities.

The above-mentioned amendment to the terms and conditions of the account agreement enters into force as of the date notified by the bank.

The bank notifies the account holder of other amendments to the account agreement by making them available through an electronic channel offered or accepted by the bank or by sending them to the account holder in writing. An amendment to the terms and conditions of an account agreement enters into force as of the date notified by the bank, however, earliest within 1 (one) month of the date the notice on the amendment was made available or sent to the account holder.

The account holder has the right to give immediate notice of termination on the account agreement until the announced effective date of the amendment. The bank has no liability to inform the account holder of this right to give a notice of termination when the account agreement is amended.

### 15. Notifications

The bank will make notifications the delivery of which has not been otherwise agreed on in the account agreement available to the account holder through an electronic channel offered or accepted by the bank or at the bank's places of business in Finland, send them to the account holder in writing or publish them on the bank's website.

The account holder is considered to have been informed of a written notification sent by the bank at the latest on the seventh day of the date the notification was sent. The account holder is considered to have been informed of all other notifications when the bank has made the notification available to the account holder or has published it.

The account holder sends to the bank notices concerning the account agreement in writing or in some other manner separately agreed on.

### 16. Taxes

The account holder is responsible for any taxes or payments comparable to tax including possible delay consequences and tax raises incurred by the account agreement and possible changes to be made in its terms and conditions.

If the bank has to pay such taxes or payments, the account holder is liable to compensate the bank for the amounts paid by the bank at sixteen (16) per cent annual interest from the payment date of the tax or payment to the payment date of the compensation.

### 17. Force majeure

A contracting party is not liable for loss caused by non-fulfilment of its obligations on account of an unusual or unpredictable obstacle beyond its control, if it can prove that it has been unable to prevent or overcome the consequences by the exercise of due diligence. The bank is not liable for loss if the fulfilment of obligations based on the account agreement is against its obligations laid down by other legislation.

The bank is not liable for any damage arising from a strike, blockade, lockout, boycott or other similar circumstance, even if it did not concern the bank directly or if the bank was a party to it.

A contracting party is liable to notify the other party as soon as possible after being affected by a force majeure. The bank may announce a force majeure on its website or in national daily newspapers.

#### **18. Liability for damages**

The bank is liable to compensate the account holder only for direct damage caused by the bank's own negligence. In such a case the bank only compensates a realised interest loss and the necessary and reasonable costs arising from investigating the damage and refunds the service fees charged only insofar as they concern the negligence that caused the damage. The bank is not liable for possible indirect damage caused to the account holder.

#### **19. Restriction of loss**

An account holder who has suffered loss must take reasonable measures to restrict the loss. If the account holder neglects to take these measures, the account holder is responsible for that part of the loss that could have been prevented. However, damages payable by the bank based on actions in breach of law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the account holder's possible contribution to the loss, the consideration paid for a payment service, the bank's possibilities to anticipate and prevent the damage and other circumstances.

#### **20. Exchange of information**

The information on an account holder or a person authorised to use an account is handled in accordance with the currently valid legislation. For instance, information may be disclosed to a company based in Finland or abroad which belongs to the same domestic or foreign group or economic interest consortium as the bank at any given time, or to some other company that is legally in such a position that information can be disclosed to it.

#### **21. Validity of and giving notice on the account agreement**

The account agreement is valid until further notice, unless otherwise agreed.

The bank and the account holder are entitled to give notice on the account agreement to end within one (1) month from giving notice, unless otherwise agreed on.

The bank is entitled to give notice on the account agreement to end immediately if the account holder or another person authorised to use the account has essentially breached against obligations based on the account agreement or if the bank has grounded reason to suspect that the account is used in activities which are in breach of the law or instructions given by the authorities.

The bank sends a notice of termination through an electronic channel or in writing. The bank is entitled to terminate an account after the period of giving notice has expired.

The interest, charges and fees related to the account in connection with the giving notice on the account agreement fall due with immediate effect once the period of notice of the account agreement has expired. The bank will not return charges and fees paid in advance by the account holder in so far as they concern the time period after the notice has taken effect.

The account holder must see to it that the funds in the account are withdrawn when the account agreement has terminated. If there are funds in the account at the time the account agreement terminates, the bank keeps them in custody on the account holder's behalf. No interest is paid on the funds.

Once the period of notice of the account agreement has expired, the services related to the account can no longer be used.

#### **22. Legal remedies outside courts of law**

A small enterprise may bring a dispute on an account agreement to be handled by the Finnish Financial Ombudsman Bureau or by the Banking Complaints Board operating under it.

#### **23. Applicable law and jurisdiction**

This account agreement is governed by Finnish law.

Disputes arising from the account agreement will be settled at the Helsinki District Court. In addition, the bank is entitled to bring disputes to be heard by another competent court.