

In addition to these terms and conditions, Nordea Bank Abp's card terms and conditions, and of those primarily the terms and conditions of entrepreneurs', companies' and corporations' cards are applied to the First Card account. If there are contradictions between the above terms and conditions, these First Card Account Terms and Conditions shall prevail.

If there are differences between the different language versions of these terms and conditions, the Finnish version takes precedence.

### 1. Definitions

**Nordea:** Nordea Bank Abp, (the 'Bank') or Nordea Finance Finland Ltd ('Nordea Finance')

**FC Contracting Party:** An employer organisation (eg company, municipality, organisation etc) that has signed a First Card agreement with the Bank on card and/or travel account cooperation.

**FC Account:** A First Card account granted by Nordea Finance to which the travel account and one or more FCs can be linked and which the Account Holder or one or more employees of the Account Holder specified by it can use by using an FC or the travel account.

**Account Holder:** A legal or natural person to which/whom an FC Account has been granted upon application. The Account Holder is liable for the use of all FCs and the travel account linked to the FC Account in accordance with this agreement.

**FC:** A First Card which is a charge card granted by Nordea Finance with which an FC Account is used.

**Travel Account:** A separate account linked to an FC Account which can be used in travel agencies that accept the travel account as a payment instrument for travel purchases.

**Cardholder:** A natural person to whom the FC is given.

**Tariff:** Nordea's currently valid Tariff which is available for viewing at Nordea branches in Finland.

**Account and Balance Information Service:** Service provided by a service provider other than Nordea in which information on a credit account usable through a data network in a manner agreed on with the customer is retrieved through a registered service provider via a technical interface approved by Nordea.

### 2. Granting of an FC Account

An FC Account can be granted to an FC Contracting Party or a person employed by an FC Contracting Party on the basis of a written application or an electronic application delivered in an electronic services approved by Nordea or with a joint liability of the employee and the employer. An application approved by Nordea Finance constitutes an agreement between the applicant and Nordea Finance.

Nordea is not obliged to justify its decisions related to granting of accounts and cards.

### 3. Contracting parties

In accordance with these agreement terms and conditions, the contracting parties are the Account Holder, Nordea Bank Abp and Nordea Finance Finland Ltd. The Account Holder has undertaken to comply with the account terms and conditions by signing the agreement and the card holder by signing the card or by using the card. The Account Holder is liable for the use of all cards linked to the FC Account in accordance with this agreement.

An application/agreement on a First Card with corporate payment liability of an employee of the Account Holder is appended to this agreement as well as a First Card application/agreement under joint payment liability.

### 4. Use of an FC

An FC card is used for the purchases and business activities of a company. The Cardholder may not use the card for payment of purchases intended for the Cardholder's own use.

### 5. Use of the travel account

The Account Holder can agree on the adoption of the travel account with the Bank and the travel agency used by the Account Holder. The Account Holder authorises the contractual travel agency to charge the booked products, services and service fees from the travel account. By notifying the travel agency and Nordea, the Account Holder selects the persons employed by the Account Holder who have the right to book products and services from the contractual travel agency to be charged from the travel account.

The travel account can be linked to several contractual travel agencies that have concluded a cooperation agreement on the travel account with the Bank. Nordea is not liable for the services or products provided by a travel agency.

Nordea is not liable for any costs or damage arisen from disruptions in the service and data communications.

### 6. Account and balance information service and corresponding account queries

A request to deliver account information and the related payment transaction information (account and balance query) can be submitted to the Bank through the Account and Balance Information Service or other party authorised by the customer. The information requests delivered to the Bank are executed with the same content as they have been received by the Bank. The Bank may deliver the requested information to the party through which the request was received.

The Bank may prevent account and balance queries:

- if it suspects unauthorised or fraudulent use of the credit account by the third party
- if no consent has been given or the consent to an account query cannot be verified
- at the customer's request, or
- for a reason attributable to the law or other authoritative order.

If such information is requested in an account query to which the sender of the query has no right, the Bank may decide not to deliver the information.

The Bank notifies the customer of the prevention and its grounds in an agreed manner unless there are justified security reasons for not making the notification or the notification is prohibited elsewhere in the law.

The Bank is not liable in any respects for damage caused by the Account and Balance Information Service or other party authorised by the customer.

### 7. Payment liability

Signers of the FC application/agreement are jointly liable for the compliance with the account terms and for all transactions made with and due to the FC cards linked to the FC Account as well as all transactions made with and due to the Travel Account linked to the account.

The Cardholder receives an invoice sent by Nordea Finance of the purchases and cash withdrawals charged to the FC Account. If the Cardholder has not paid the invoice by its due date or by the due date of the reminder of the delay of the payment with possible default interest, Nordea Finance has the right to send the next reminder of the failure to pay to the FC partner, ie the Cardholder's employer, who, together with the Cardholder, is liable for paying the purchases made with the card to Nordea Finance in the case of joint liability cards.

### 8. Misuse of a FC

If an FC Account has been granted with joint payment liability, the section on card misuse of the Bank's card terms and conditions is applied to the misuse of an FC.

If an FC Account has been granted with joint or corporate payment liability, the special terms of entrepreneurs', companies' and corporations', which are included in the Bank's card terms and conditions is applied to misuse of the FC.

### 9. Invoicing and payment

Nordea Finance invoices the Account Holder or Cardholder once a month, or at an interval agreed on separately, for all debits made with and deriving from the FC cards linked to the FC Account, as well as debits made in and deriving from a travel account linked to the account.

The invoicing is carried out in euros.

Purchases and cash withdrawals made abroad are charged to the FC Account in euros at the exchange rate used in the Bank's card terms and conditions.

The Account Holder undertakes to pay the invoice on the due date at the latest. Payment is considered to have been made when the sum reaches Nordea Finance's account. The payer can be released from the payment obligation only by paying the amount stated on the invoice to the account given on Nordea Finance's invoice. If the payment has not been made on the due date at the latest, the Account Holder is liable to pay default interest of 16% at maximum on the delayed amount from the due date to the date on which the payment is in the account of Nordea Finance.

### 10. Complaints

Any complaints concerning transactions in the FC Account must be made in writing without delay after the transaction date. To make a complaint, the Account Holder must keep the receipt of a transaction until he or she has been able to check from the account statement or invoice that the transaction is correct.

After having been notified of a transaction debit from an FC Account, the Account Holder must in any case make a complaint no later than within fourteen (14) days from the notification at the risk of otherwise losing the right to refer to an error.

### 11. Registration of payment defaults

Payment defaults related to a natural person's FC Account can be reported to the credit information register if the payment is delayed by more than 60 days and at the same time at least three (3) weeks have elapsed from sending the debtor a reminder which includes a mention of the possibility of the payment default being entered in the credit information register.

### 12. Charges and fees

Each FC linked to an FC Account is subject to an annual fee which is charged in advance. An annual charge which has been debited will not be returned even if card use is discontinued before the card's validity ends. The amount of the annual charge is stated in the price list, unless Nordea and the FC Contracting Party have agreed otherwise.

Nordea is entitled to charge the costs, charges and fees related to the FC Account and its in accordance with the Tariff valid at any given time use from the Account Holder by an invoice concerning the FC Account.

### 13. Amendments to the agreement, its terms and conditions and the Tariff

Nordea is entitled to amend the agreement and its terms and conditions and to revise the Tariff. The procedure concerning entrepreneurs', companies' and corporations' cards laid down in the Bank's card terms is applied to any amendments and revisions.

### 14. Validity of FC and travel account

An FC is valid during the period marked on the card. The Account Holder can terminate a Cardholder's FC during its period of validity by giving Nordea notice of termination in writing or electronically in a service approved by Nordea. Upon demand, the terminated FC must be returned, cut in multiple pieces, to the Bank or Nordea Finance.

The travel account is valid for the period laid down in a separate agreement concluded between the Bank and the Account Holder, or until further notice; however, always with the consent of the travel agency.

### 15. Endangerment of countersecurity

If one of the countersureties to the bank guarantee on the FC Account granted by the Bank dies or is put into bankruptcy, the Account Holder or a cosurety must provide new security accepted by the Bank within a period of time set by the Bank, which cannot be less than one (1) month. Otherwise the Bank is entitled to terminate the account agreement and call in all remaining receivables with interest and other payments to be paid by the Account Holder.

If the Bank proves that the security provided can no longer be considered sufficient and the payment of the receivable or the interest subject to the agreement is therefore endangered, and the decline in the value of the security is due to the Account Holder's or pledge owner's actions, the Account Holder must, within a time limit of at least one (1) month set by the Bank and in a manner acceptable to the Bank, provide more security or amortise the debt with a sum stated by the Bank in writing. Otherwise the Bank is entitled to terminate the account agreement and call in all remaining receivables with interest and other payments to be paid by the Account Holder.

### 16. Closing of the FC Account due to a limitation of liability of a party providing security

If the provider of the countersecurity to the bank guarantee on the FC Account granted by the Bank informs the Bank of a limitation in its liability, Nordea Finance is entitled to close the account immediately. Nordea notifies the Account Holder immediately of the closing of the account. In such a case, the Account Holder is obliged to surrender all cards linked to the account to Nordea.

### 17. Identification of the Cardholder on Nordea's behalf

An FC partner must identify a Cardholder at Nordea's request. In such a situation, the FC partner is liable to identify the Cardholder and to verify his or her identity in accordance with this section of these terms and conditions and instructions issued by Nordea.

An FC partner is liable to deliver to Nordea the identification information on the Cardholder required by Nordea at any given time and to verify the Cardholder's identity from a reliable identification document.

The FC partner undertakes to verify the identity of a Cardholder in all situations in such a manner that the Cardholder is present in person when his or her identity is verified. The FC partner undertakes to verify the Cardholder's identity with care and to ensure that the person can be identified from the identification document photo and that the personal data can be verified from the document unequivocally.

On request, the FC partner is obligated to send Nordea a copy of the document used in verifying the Cardholder's identity, certified as genuine by the FC Partner.

### 18. Termination

The Account Holder may terminate the agreement in writing or electronically in a service approved by Nordea with immediate effect and Nordea with one (1) month's period of notice.

Nordea is, however, entitled to terminate an FC account agreement with immediate effect if the Account Holder files for bankruptcy or is placed in liquidation, undergoes corporate restructuring proceedings or it has been detected that the Account Holder has payment defaults or Nordea has reason to suspect that the Account Holder's liquidity or ability or willingness to pay has decreased. After the termination, the user right to all FCs ends at once and the cards must be immediately returned to Nordea.

In addition, Nordea is entitled to terminate the FC Account with immediate effect if the employment relationship of the Account Holder with an employer who is Nordea's FC partner ends. Nordea has the right to terminate an FC account agreement with one (1)

month's period of notice if the FC party terminates the FC agreement.

Nordea is entitled to terminate an FC account agreement with immediate effect if the Account Holder dies.

#### **19. Disclosure of information related to card use**

Nordea is entitled to pass on all information related to the use of the FC Account and the Cardholder to the employer mentioned in the application or to the third parties used by the said employer. Such parties may be, for example, a contractual travel agency or a company providing reporting or travel expense invoice services used by the employer. Information that may be passed on include the Cardholder's name, personal identity number, address, employee's identity number, card number, card validity period, organisational information, FC card transactions and FC account transactions.

#### **20. Account holder's obligation to disclose information**

The Account Holder must notify Nordea Finance immediately of any changes in the contact details. If the Account Holder neglects to notify Nordea Finance of contact information needed for invoicing, Nordea Finance is entitled to charge the costs arisen from acquiring the information in connection with the following invoice.

Nordea reserves the right to make a new credit decision if the Account Holder's company form changes or if there are significant changes in the company's other arrangements.

#### **21. Limitations of liability for damage**

Nordea is liable to compensate the Account Holder or Cardholder for direct damage caused by its own negligence. In such a case Nordea only compensates 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. Nordea is not liable for possible indirect damage caused to the Account Holder or Cardholder.

#### **22. Assignment of the agreement**

Nordea is entitled to assign this agreement with all its rights and obligations, including the right of further assignment, to a party designated by it without consulting the Account Holder.

#### **23. Other services**

Additional services to be agreed on separately between the Account Holder and Nordea can be connected to an FC Account.

#### **24. Jurisdiction and applicable law**

Any disputes arising from this agreement are settled at the District Court of Helsinki. This agreement is governed by Finnish law.