

**1. Contracting parties and object of the agreement**

These Terms and Conditions govern the regular fund savings agreement (hereinafter the 'Service'). The contracting parties are the customer, or the account holder of the debiting account, where applicable, if the customer is different from the account holder of the debiting account (hereinafter the 'customer'), and Nordea Bank Abp, Business Identity Code 2858394-9 (hereinafter the 'Bank'). In addition to these Terms and Conditions, the currently valid investment service agreement between the Bank and the customer as well as other agreements between the customer and the Bank, if any, shall apply to regular fund savings. Should the agreement Terms and Conditions be in direct conflict with each other, these agreement Terms and Conditions shall prevail. In addition to the agreement Terms and Conditions, the currently valid legislation and the regulations issued by the authorities shall be applied.

In the Service, the Bank and the customer agree on the transmission of recurring subscription orders concerning units of investment funds to the investment fund of the customer's choice on the recurring execution date determined by the customer in the agreement and for the agreed subscription amount.

The Bank has the right to unilaterally determine which investment funds may be included in the fund savings agreement at any given time and the order-specific minimum subscription amount.

The customer consents to the Bank disclosing information related to the execution of the subscription orders to the management company that manages the investment fund.

**2. Submission of subscription orders**

The customer shall have an account with Nordea Bank Abp to be used as a debiting account which the customer authorises the Bank to debit with subscriptions and fees subject to this agreement.

On the execution date determined by the customer, the Bank shall execute the customer's subscription order by submitting it to the management company or transmitting it to a securities broker or another intermediary which shall execute the order by submitting it to the management company. The subscription order shall be executed in accordance with the currently valid rules of the investment fund or other similar rules.

If the execution date agreed in the agreement is not a banking day, the Bank shall submit the subscription order on the next banking day. If there are insufficient funds on the debiting account for the agreed subscription on the execution date, the subscription will not be made on the execution date in question.

If it is not possible to submit the subscription to the management company or a securities broker on the execution date due to exceptional disruptions in the Bank's, the management company's or the securities broker's data processing systems, the Bank is entitled to transmit the subscription order to be executed or execute the subscription order immediately after the disruption has been eliminated.

The Bank's order execution and transmission policy is available as a summary or as a whole either at the Bank's branches or at [www.nordea.fi/mifid2](http://www.nordea.fi/mifid2).

**3. Conclusion of an agreement on behalf of a minor**

If the account holder of the debiting account is a minor, this agreement shall be signed, amended and terminated by the guardians jointly on behalf of the minor, unless one guardian has provided the other with a power of attorney to represent the minor in matters concerning the agreement between the Bank and the minor. The Bank shall be notified in writing of any changes in the guardianship.

If the account holder of the debiting account opened in the name and on behalf of a minor for a regular fund savings agreement is another account holder, the subscriptions made using the account are received by the Bank on behalf of the minor as a trust department gift (subscription amount) in accordance with section 4 of the Finnish Gift Promises Act.

**4. The investment fund's documents**

Before submitting the first subscription order, the Bank shall provide the customer with the investment fund's valid key investor information document. When submitting subsequent subscription orders, the Bank will not provide the customer with the investment fund's key investor information document but the currently valid key investor information documents, rules, statutory fund prospectuses, annual reports and semi-annual reports of the funds included in the Service are available to the customer at the Bank's branches or at [www.nordea.fi/rahastotnyt](http://www.nordea.fi/rahastotnyt).

The customer is liable to read the investment fund's currently valid documents during the validity of the agreement. The Bank will not separately inform the customer if the management company managing a fund included in the Service makes amendments to the investment fund's key investor information document or any other documents during the validity of the agreement.

**5. Reporting**

The Bank will not provide the customer with a separate confirmation of the subscriptions after each subscription order has been executed. The Bank shall provide the customer with a summary of the subscriptions twice a year. Up-to-date information on the customer's fund transactions and holdings is available in the Bank's online service.

**6. Fees**

The Bank charges the fees set in the Bank's currently valid tariff.

**7. Customer's notifications**

Any complaints or claims to the Bank concerning the Service, an order or an agreement shall be made without delay in writing or via the customer mail function in the Bank's online service. Unless otherwise provided in peremptory legislation, the customer is considered to have accepted the Bank's actions unless the customer notifies the Bank, within thirty (30) calendar days after having been informed of the Bank's actions, in a manner complying with these Terms and Conditions that the customer does not accept the Bank's actions. If no complaint is made within the above-mentioned time limits, the customer is considered to have accepted the Bank's actions.

## 8. Liability

### 8.1 Customer's financial responsibility

The customer shall be aware of the risks related to investing. The customer is liable for the financial outcome and taxation consequences of the customer's actions and investment decisions. This liability is vested with the customer regardless of whether the Bank has provided investment advice to the customer. The customer shall be aware that an investment decision cannot be based merely on the marketing of and marketing material on an investment instrument but it should be based on the overall information on the instrument. The customer shall assess the tax treatment associated with the investment.

### 8.2 Customer's liability

The customer is liable to compensate the Bank for any damage caused by the customer's failure to fulfil the obligations under these Terms and Conditions. For instance, such damage may be extra costs arisen from a breach of an agreement.

The customer is liable to provide correct, accurate and up-to-date information.

The customer is liable for any damage possibly arising from a situation in which the customer has given to the Bank or some other service provider concerned erroneous or deficient information or has not informed the Bank of changes to the information the customer has provided to the Bank.

The customer is liable for the delivery of payments, orders and notifications to the Bank.

The customer is liable for damage caused by submitting incorrect subscription order information or other information to the Bank.

In using the Service, the customer is liable to comply with the currently valid instructions, service descriptions and Terms and Conditions issued by the Bank.

### 8.3 Disclaimer and the Bank's liability

The Bank is liable for any direct losses suffered by the customer due to the Bank's errors or negligence. The Bank is not liable for indirect or consequential damage, such as unobtained profit. Furthermore, the Bank is not liable for damage caused to any third party.

The Bank is not liable for the financial result of operations, tax implications or risks involved in investing.

The Bank is not liable for possible obstacles in data communications or telecommunications systems or for the overloading of data communications or telecommunications networks or for similar problems.

### 8.4 Force majeure

Neither contracting party is liable for any damage arising from unreasonable difficulties in their operations due to a force majeure or similar event.

Force majeure refers to an unforeseeable circumstance beyond the parties' control which prevents the contracting parties from fulfilling their obligation and which is in a causal relationship to the unfulfillment of the obligation. Examples of a force majeure are disruptions in the distribution of

electricity, in data communications or in data systems, actions taken by the authorities, fires, natural catastrophes, earthquakes, wars or threats of war, insurrections and strikes, lockouts or other industrial actions.

Another prerequisite for releasing a party from liability is that the affected party has attempted to restrict the damage caused to the other party to the furthest extent possible.

The contracting parties undertake to notify each other of a force majeure in writing or in another verifiable manner. If the force majeure concerns the Bank, it may publish the required notification in the Service, on its website or in a national daily newspaper.

## 9. Amending the agreement

The customer may amend the subscription date, the subscription amount, the investment fund included in this agreement and the debiting account within the scope allowed by the Bank at any given time. Any amendments will enter into force immediately once the Bank has had reasonable time to process the amendment.

If a fund included in this Service merges into another fund, this agreement shall automatically apply to the receiving fund.

The Bank has the right to unilaterally amend these agreement Terms and Conditions. The Bank shall inform the customer of the service intended for investing currently offered by the Bank in its Netbank service of such amendments to the Terms and Conditions that increase the customer's obligations or reduce the customer's rights in writing as a message included in the online service or through another permanent medium. The amendments will not enter into force earlier than from the beginning of the calendar month next starting after thirty (30) calendar days have passed from sending the notification or publishing the amendment in the online service or through another permanent medium. The agreement is considered valid in the amended form unless terminated by the customer at least five (5) banking days before the amendment enters into force.

The Bank will publish revisions to prices and fees in its tariff.

## 10. Validity and termination of the agreement

This agreement enters into force immediately after it has been signed and is in force until further notice.

The customer is entitled to terminate this agreement. The termination will become effective immediately once the Bank has had reasonable time to close the Service.

The regular fund savings agreement will be terminated automatically if the Bank removes the investment fund included in the fund savings agreement from its service offering or if the investment fund included in the fund savings agreement is wound up. This agreement shall expire if the debiting account is closed and the customer has not designated a new debiting account to the Bank.

The Bank is entitled to terminate this agreement to end within thirty (30) calendar days of the customer having been notified of the termination. A notice of termination is considered to have been delivered to the customer on the seventh (7<sup>th</sup>) calendar day after the notice was posted.

The Bank is entitled to terminate this agreement to end immediately if the customer has essentially breached the agreement, or it has grounded reason to suspect that the agreement is used for illegal purposes or in a way that may cause damage or risk of damage to the Bank.

If there have not been sufficient funds on the customer's debiting account for subscriptions and fees subject to this agreement for a year, the Bank is entitled to terminate this agreement without separate notice.

#### **11. Assignment of the agreement**

The Bank is entitled, without consent from the customer, to assign the rights and obligations under this agreement to a corporation belonging to the same group as the Bank.

#### **12. Special Terms and Conditions applied to persons domiciled in the United States or in other countries subject to restrictions**

Investments will not be marketed to persons domiciled in the United States or other countries subject to restrictions. Neither will investment advice or such investment information that can be considered advice or a suggestion be offered to them. Persons domiciled in the United States or other countries subject to restrictions cannot use the Service to make subscriptions.

The Bank is entitled to limit the services offered under this agreement to customers domiciled in the United States or other countries subject to restrictions without separate notice. The Bank is entitled to terminate the agreement without the notice period set out in clause 10 above if the customer moves to the United States or to another country subject to restrictions. The customer undertakes to notify the Bank immediately if he or she moves outside Finland.

#### **13. Applicable law and settlement of disputes**

This agreement is governed by Finnish law. Any disputes arising from this agreement will be settled at the District Court of Helsinki. However, a personal customer is entitled to bring suit in the district court in his or her own domicile if the customer's domicile is in Finland.