

We recommend that you save or print these agreement terms and conditions for yourself. Before using the digital investment advisory service and making any investment decisions, the customer should read and accept the terms and conditions of the digital investment advisory service below (hereinafter the 'Terms and Conditions'). These Terms and Conditions constitute an agreement on the use of the service between the bank and the customer. By using the service, the customer accepts these Terms and Conditions and undertakes to comply with them.

These Terms and Conditions govern the use of the digital investment advisory service (hereinafter the 'Service') provided by Nordea Bank Abp. The contracting parties in the Service are the customer and Nordea Bank Abp, Business Identity Code 2858394-9 (hereinafter the 'Bank'). In addition to these Terms and Conditions, the currently valid general agreement terms and conditions governing services with access codes, 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 the use of the Service and to the investments made in the Service. Should the agreement terms and conditions be in direct conflict with each other, these Terms and Conditions shall prevail. In addition to the agreement terms and conditions, the currently valid legislation, authoritative orders and the rules and regulations issued by the clearing corporation shall be applied.

## **1. General description of the digital investment advisory service**

The digital investment advisory service is an online service platform through which the Bank offers automated investment advice in accordance with these general Terms and Conditions.

Before the provision of investment advice, the customer undertakes to provide the Bank with sufficient information on the customer's financial position, experience and knowledge in the investment field as well as investment objectives for the Bank to be able to recommend the financial instruments suitable for the customer. The customer understands and accepts that the provided investment advice is based on the information provided by the customer in the Service. The advice is automated and provided digitally.

The advice provided by the Bank through the investment advisory service is non-independent. Non-independent investment advice as referred to in the Act on Investment Services refers to investment advice that is not independent. This means that instead of a comprehensive analysis of different financial instruments, the investment advice provided by the Bank is mainly based on and limited to financial instruments issued by the Bank itself or by a company with close ties to the Bank. The advice applies to long-term saving (more than three years) and is limited to investment funds included in Nordea's fund range. The investment funds are managed by Nordea Funds Ltd, which is a fund management company belonging to the Nordea Group.

When providing non-dependent investment advice, the Bank may accept inducements from Nordea Funds Ltd and other cooperation partners. Before the provision of a service, the customer will be provided with specific information on the amount of the inducements related to the service or on their calculation method, in which case the exact amount of the received or paid incentive or benefit will be reported to the customer in arrears.

The Service does not include advice related to existing investments. This means that the Bank will not analyse the expenses and benefits of switching financial instruments or assess whether the benefits of the switch exceed the expenses.

The Bank provides a non-recurring investment advisory service. Hence the Bank will not provide the customer with regular assessments of the suitability of the investments made by the customer. We recommend the customer to contact the Bank's investment adviser in questions related to investments or in case of changes affecting the customer's financial standing.

The information and investment advice are intended solely for the use of the intended recipient.

## **2. Preconditions for using the service**

By using the Service, the customer accepts these Terms and Conditions and undertakes to comply with them. Investing through the Service requires the acceptance of the currently valid Terms and Conditions.

The investment alternatives or services described in the Service and on the website shall not be offered, sold or intermediated to US persons or companies. The Service, the webpage related to it and its contents are not an offer or an invitation to buy, subscribe for or sell securities to US persons. None of the services described herein are intended for US persons. 'US person' refers to natural persons residing in the United States.

The Service is not intended for persons under the age of 18 or other persons for whom a guardian has been appointed.

## **3. Suspensions, availability of the Service and making an investment**

The Bank has the right to suspend the provision of the Service due to servicing, updates, maintenance, a capacity overrun, disruptions or for other justified reasons. The Bank may restrict the availability of the Service for a justified reason. The Bank seeks to announce a suspension to the Service or a restriction on the availability of the Service in advance in the Service. However, the Bank is not obliged to announce temporary disruptions in the Service or the individual services included in it in advance.

In the Service, the customer may subscribe for units in the investment fund recommended by the Bank with the amount of the customer's choice and/or conclude a fund savings agreement on regular saving. Orders cannot be submitted using any other means of communication.

Unless otherwise agreed, the Bank's duty to process an order begins at the earliest when the Bank's data system has received and accepted the order. The Bank reserves a reasonable time to perform the services. The Bank does not guarantee that orders are processed in real time.

Similarly, the Bank does not guarantee that the maintenance of and support to the software, programs or applications enabling the use of the Service are continuous or that they provide uninterrupted use of the Service.

## **4. Processing of personal and customer data**

Acting as a controller, the Bank processes personal data when it delivers products and services agreed on by the parties.

In addition, the Bank processes personal data in other situations if compliance with the laws and other regulations so requires. Detailed information on the processing of personal data at the Bank can be obtained from Nordea's privacy policy, which is available on Nordea's website at <https://www.nordea.fi>. You can also obtain the privacy policy by contacting the Bank. The privacy policy includes information on the rights related to the processing of personal data, such as the rights to access information, to rectify information and to transfer information from one system to another.

Customers that are legal entities must deliver Nordea's privacy policy to the people whose personal data they disclose to the Bank.

The customer's personal credit information may be used when concluding agreements on investment services or when handling the customer's investment orders. The credit information is obtained from Suomen Asiakastieto Oy's credit information register.

In accordance with currently valid legislation, the customer's information can be disclosed, for example, to companies situated in Finland or abroad that currently belong to the same domestic or foreign group or economic consortium with the Bank or to companies which are legally in such a position that information can be disclosed to them. In addition, the customer's information can be disclosed to other service providers concerned in order to identify the customer or to execute or settle a transaction, if the customer uses a service of such other service provider.

## 5. Fees

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

## 6. Customer's complaints

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 shall be 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.

## 7. Liability

### 7.1 Customer's financial liability

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.

### 7.2 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 submitted via the Service to the Bank. The customer is liable for damage caused by submitting incorrect 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.

### 7.3 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 restricting the use of the Service.

### 7.4 Force majeure

Neither contracting party is liable for 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 unfulfilment 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.

## 8. Amending the agreement

The Bank decides which services are offered in the digital investment advisory service. The Bank is entitled to make changes to the selection, functions, contents and availability of the services during the contractual relationship.

The Bank retains the right to amend these Terms and Conditions. The Bank will inform the customer in writing, either via its online banking service or another durable medium, of any such amendments to the Terms and Conditions that increase the customer's obligations or reduce the customer's rights. The amendments will enter into force at the beginning of the next calendar month that begins closest to the date that is thirty (30) calendar days from when the notification was sent or from when the amendments were published via the Bank's online service or other durable medium.

The agreement will continue as amended unless the customer terminates it at least five (5) banking days before the amendments enter into force.

The Bank notifies customers of changes in prices and fees in its tariff.

#### **9. Validity and termination of the agreement**

The agreement is valid until further notice. Both parties have the right to give notice on this agreement with immediate effect. If the investment service agreement is terminated, the agreement on the digital investment advisory service will also be terminated without a separate notification.

#### **10 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.

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

Finnish law shall be applied in the settlement of disputes.

Any disputes arising from an order 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.