

#### Special terms and conditions

#### 1. Equity Savings Account Agreement

An Equity Savings Account Agreement is an agreement concluded in compliance with the Finnish act on equity savings accounts ('Equity Savings Accounts Act') between Nordea Bank Abp (the 'Bank') and the Saver on the depositing of funds to the Saver's personal equity savings account designated in the Agreement to be invested in the investment alternatives specified in the Act. An Equity Savings Account agreement is composed of an equity savings account ('Eguity Savings Account') and a book-entry account and safe custody of securities ('Safe Custody') attached to the Equity Savings Account, which are opened with this Agreement.

The currently valid Equity Savings Accounts Act shall be applied to the Equity Savings Account Agreement.

#### 2. Equity Savings Account

An Equity Savings Account is intended for the reception of financial transactions subject to an Equity Savings Account Agreement. An Equity Savings Account may only be used for the reception of the funds deposited in the Equity Savings Account from the Saver, for the payments arisen from the investing of the Deposited Funds and the reception of the proceeds from the sales of investments or returns on investments. Furthermore, the Bank may debit costs and fees to the account in accordance with the Agreement. The right to dispose of the funds in the account is vested with the Saver.

#### 3. Safe Custody attached to an Equity Savings Account

The investments acquired with the funds in an Equity Savings Account shall be entered in Safe Custody in the name of the Saver, which is attached to the Equity Savings Account. Permitted investments subject to this Agreement which have been acquired with the funds deposited in accordance with the Equity Savings Account Agreement shall only be accepted for the Safe Custody attached to the Equity Savings Account. The Saver's existing investments cannot be transferred so as to become covered by the Equity Savings Account Agreement.

The Safe Custody includes the preservation and administration of the account rights to book entries and securities in accordance with this Agreement and the Bank's currently valid General terms and conditions of book-entry accounts and safe custody of securities.

#### 4. Maximum permitted deposit amount in an Equity Savings Account

The maximum amount of funds permitted by the Equity Savings Accounts Act valid at any given time, may be deposited in an Equity Savings Account. When calculating the maximum deposit amount, the return or sales proceeds paid on the funds subject to the Equity Savings Account Agreement shall not be taken into account. When calculating the maximum deposit amount, any withdrawals of funds made from the Equity Savings Account shall be deducted but no other charges, such as costs, fees or the purchase price of any investments.

If the permitted maximum deposit amount is exceeded, the Saver is obliged and the Bank is entitled to refund the proportion exceeding the maximum amount to another account in the Saver's name with the Bank.

Deposits to the Equity Savings Account shall be made through the other account that is in the Saver's name with the Bank.

#### 5. Deposit interest

The deposit interest on an Equity Savings Account is fixed at 0.00%.

#### 6. Interest paid instead of deposit interest

Instead of deposit interest, the Bank may pay higher interest on the Equity Savings Account, which is valid either during a period specified by the Bank or until further notice, in which case the Bank is entitled to separately determine its end date. When the validity of the higher interest rate ends, the deposit interest paid on the account will be readjusted to the deposit interest rate subject to the terms and conditions of the account agreement without a separate notice on the next calendar day. The Bank shall announce the value of any interest rate paid instead of the deposit interest on the Bank's website (at nordea. fi). This information shall also be available at the Bank's branches located in Finland.

#### 7. Calculation method and payment of deposit interest

The Bank shall pay deposit interest as of the value date of a deposit until each withdrawal date, excluding the withdrawal date, or as of the date permitted by the currently valid law.

The deposit interest is calculated by calendar month on the lowest balance of the month according to actual calendar days using 365/366 as the divisor. If on any day of the month the balance of the account is zero or the account is overdrawn, no deposit interest is paid for this month. No deposit interest is paid for the opening and closing month of the account if the funds have not been in the account for the entire opening or closing month.

The deposit interest is paid to the account annually during the month following the end of the calendar year.

What has been said above about the method of calculation and payment of deposit interest is also applicable to the calculation and payment of any interest paid instead of deposit interest.



#### 8. Withdrawing funds from an Equity Savings Account

The funds in the account can be withdrawn in one or more instalments. The withdrawals shall be made through the other account that is in the Saver's name with the Bank. The Saver is liable for any taxes and other charges comparable to taxes arising from the Agreement in accordance with the currently valid legislation. In connection with the withdrawal of funds, the Bank shall levy withholding tax or withhold tax at source on the return withdrawn in accordance with the currently valid legislation.

The Bank has the right to temporarily limit withdrawals from an Equity Savings Account, for instance, when the current value of the Deposited Funds is determined in connection with corporate events.

#### 9. Suspension of saving

The Saver has the right to suspend making transactions to the Equity Savings Account at any time. In such a case, the Agreement will remain in force in other respects under the same terms and conditions. **10. Prohibition of donation** 

The Deposited Funds in accordance with the Agreement may not be donated in full or in part. Any donations made against the prohibition shall be comparable to withdrawing funds from the account.

#### 11. Investing the funds in an Equity Savings Account

The Saver decides on the investing of the Deposited Funds. The Saver may invest funds they have deposited by placing an order for a permitted investment alternative. The Bank's currently valid general terms and conditions of orders to buy and sell securities shall be applied to orders placed by the Saver. The purchase price and costs of the investments shall be debited to the Equity Savings Account and the funds obtained from the sales of the investments shall be paid to the Equity Savings Account for the execution of the orders placed.

If the Bank offers other investment services or ancillary services associated with an Equity Savings Account Agreement than what is provided for or expressly referred to in this Agreement (such as asset management), service-specific terms and conditions shall be applied to the investment service in question by virtue of a separate agreement.

#### 12. Permitted investment alternatives

Deposited Funds may be invested in one or more investment alternatives permitted by the currently valid Equity Savings Accounts Act the safe custody of which and the execution or intermediation of the related orders the Bank offers at any given time. In accordance with the valid Act, permitted investment alternatives are shares of a limited liability company or corresponding shares of another entity as well as a Certificate of Deposit of such a right which is traded on a regulated market or on a Multilateral Trading Facility in Europe or which is the object of comparable trading outside the European Economic Area. Furthermore, it is required that the disclosure obligation referred to in the Equity Savings Accounts Act shall be applied to the issuer. A permitted investment alternative may also be shares of a limited liability company or corresponding shares of another entity as well as a Certificate of Deposit of such a right the issuance terms and conditions of which include an undertaking to place the security in question for trading in the aforementioned trading system within one (1) year of the issuance.

The Bank has the right to impose and change geographical or other market, trading venue or investment alternative specific restrictions or corporate event specific restrictions for technical or other reasons or for reasons associated with the Bank's service offering.

The Deposited Funds may not be invested in securities referred to in the Finnish Securities Markets Act of the issuer's total volume of shares or voting rights the Saver owns at least one-tenth or may exercise direct or indirect control corresponding to ownership equivalent to at least one-tenth.

The Saver shall take immediate measures to sell any investments that are in breach of the law, this Agreement or the restrictions set by the Bank.

#### 13. Saver's financial liability

The Saver shall be aware of the risks related to investing. The Saver is liable for the financial outcome and tax consequences of its actions and investment decisions. This liability is vested with the Saver regardless of whether the Bank has provided investment advice to the Saver or not. The Saver 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 Saver shall independently assess the tax treatment associated with the investment.

#### 14. Charges, costs and fees

The Bank debits the charges, costs and fees subject to the currently valid tariff to the Saver's Equity Savings Account.



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#### **15. Processing of personal data**

As the data controller, the Bank processes personal data to deliver products and services that have been agreed on between the parties and for other purposes, such as to comply with laws and other regulations. Detailed information on the Bank's processing of personal data is available in Nordea's privacy policy on the Bank's website or can be obtained by contacting the Bank. The privacy policy contains information about the rights in connection with the processing of personal data, such as the access to information, rectification and data portability.

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

#### **16.** Applicable terms and conditions

The Special and General Terms and Conditions of equity savings account agreements as well as the General terms of bookentry accounts and safe custody of securities shall be applied to this Equity Savings Account Agreement. Moreover, the currently valid General terms and conditions of payment transmission and the General terms and conditions of orders to buy and sell securities shall be applied to this Agreement. Should the applicable terms and conditions be in conflict with each other, the terms and conditions of equity savings account agreements shall prevail.

#### 17. Saver's assurance

By signing this Equity Savings Account Agreement, the Saver herewith assures that the Saver does not have any other valid equity savings account agreements.

The Saver has received the Special and General Terms and Conditions of equity savings account agreements, the General terms of book-entry accounts and safe custody of securities, the General terms and conditions of payment transmission and the General terms and conditions of orders to buy and sell securities and accepts to be bound by them.

### Equity Savings Account Special and General Terms and Conditions

#### 1. Definitions

#### 1.1 Tariff

Tariff' refers to the tariffs on the Bank's services, which are available on the Bank's website or at the Bank's branches in Finland.

#### **1.2 Deposited Funds**

`Deposited Funds' refer to financial transactions made to the saver's Equity Savings Account and the investments acquired for investing the Deposited Funds and the returns accrued on these investments.

#### 1.3 Account

The `Account' is an Equity Savings Account to which the saver makes financial transactions in accordance with the Equity Savings Account Agreement.

#### 1.4 Authorised User of the Account

`An Authorised User of the Account' is a person whose right to dispose of the Account is based on legal representation or authorisation by the saver.

The right of the Authorised User of the Account does not include the right to use the safe custody attached to the Account or place orders concerning investments, but the saver must give a separate authorisation for this unless the right of representation is based on the law.

What is stated below in clauses 2 and 4 about an Authorised User of the Account is also applicable to a person who has the right based on an authorisation or on the law to use the Safe Custody attached to the Account and/or place orders on investments on behalf of the saver.

#### 1.5 Saver

`Saver' refers to a party with whom the Bank has concluded an Equity Savings Account agreement and to whom the Bank owes the funds in the Account and who can dispose of the Account and any funds in it any way the party wishes, under the restrictions laid down in this Agreement and in the Equity Savings Account Act.

#### 2. Information provided to the Bank

The Bank must be provided with information in accordance with the currently valid legislation and other information separately required by the Bank. The person concluding an Equity Savings Account Agreement is liable to provide information on themselves and on the Saver. The Saver is liable to provide information on themselves and on the Authorised Users of the Account. An Authorised User of the Account is obliged to provide information on themselves. In addition, a specimen signature must be provided to the Bank at the Bank's request.

The Bank is entitled to use the aforementioned information and specimen signatures which it has already received.

The Saver and Authorised User of the Account are liable to inform the Bank if there are changes to the information required by the Bank at any given time, such as name, address, the Saver's tax status or personal identity number. The Bank is not liable for any damage caused by the fact that the Saver or an Authorised User of the Account has not informed the Bank of the changes given, such as the expiry of a person's right to use the Account.

The Bank also has the right to acquire the information from the Population Register Centre and other public registers maintained by the authorities or from other reliable sources. If the Saver wishes the post sent by the Bank to be delivered to another address than the address registered in the population register or other official register, the Saver must expressly inform the Bank thereof.

#### 3. Language

During the validity of the Agreement, the parties may communicate in Finnish or Swedish as agreed. Should the Saver prefer to use a language other than Finnish or Swedish, this requires the Bank's consent, and the Saver is liable for acquiring interpretation service and paying the ensuing costs.

## **4.** Restrictions associated with the use of the Account, Safe Custody and orders

#### 4.1 Prohibited activities

The use of the Equity Savings Account Agreement, the Equity Savings Account, Safe Custody and the related services in breach of the law or authoritative orders or contrary to good practice or for any activities in breach of these or in a manner that may cause damage or risk of damage to the Bank or any third party is strictly prohibited.

### **4.2** The Bank's right not to accept the use of the Account or an order placed

The Bank has the right not to accept the use of the Account or an order placed

- if the Bank has not been provided with the information referred to in clause 2 above, or information requested by the Bank on the basis of the law or an authoritative order,
- if the signature on a document intended for a withdrawal or placing an order differs from the specimen signature in the Bank's possession,
- if the Saver or an Authorised User of the Account has not been identified in the manner required by the Bank or if the Saver or an Authorised User of the Account cannot reliably verify their> identity,
- if the authorisation does not meet the requirements set by the Bank,
- if the use of the Account or placing of orders violates, directly or indirectly, financial or other sanctions imposed by the European Union or the United Nations' Security Council, or other sanctions, notices or orders issued by domestic or foreign authorities or other corresponding parties, such as the OFAC (Office of Foreign Assets Control),
- for a reason attributable to the law or other authoritative order,
- if the Bank has otherwise reason to suspect that an order breaches the Agreement, the law or authoritative orders or is contrary to good practice or that the Account and the Safe Custody attached to it have been used for any activity in breach of these or in a manner that may cause damage or risk of damage to the Bank or any third party, or
- if there are other grounds for refusal mentioned in the terms and conditions of the Bank's services.

The Bank has the right to restrict the use of the Account or placing of orders outside the Bank's branches for security reasons.

### **4.3** The bank's right to close the Account and the Safe Custody attached to it

The Bank has the right to close the Account and the Safe Custody attached to it

- if the Saver continuously neglects to deliver to the Bank information referred to in clause 2 above or information requested by the Bank on the basis of the law or an authoritative order,
- if a person empowered with an enduring power of attorney certified by a local registry office and the Saver cannot agree on the orders or the use of the Account,
- if a guardian is appointed to the Saver,
- if the lawful prerequisites for set-off have been fulfilled,
- if charges or costs related to the Agreement have not been paid,
- if the Saver, an Authorised User of the Account or the Deposited Funds in the account are directly or indirectly subject to financial or other sanctions imposed by the European Union or the United Nations' Security Council, or other sanctions, notices or orders issued by domestic or foreign authorities or other corresponding parties, such as the OFAC (Office of Foreign Assets Control),
- if the Bank has reason to suspect that an order breaches the Agreement, the law or authoritative orders or is contrary to good practice or that the Account and the Safe Custody attached to it has been used for any activity in breach of these or in a manner that may cause damage or risk of damage to the Bank or any third party, or
- for a reason attributable to the law or other authoritative order.

The Bank shall notify the Saver of the closing of the Account and the Safe Custody attached to it afterwards if the notification is not prohibited by the law.

### 5. Accounting regarding the Equity Savings Account and annual reports

The Bank shall keep records of the transactions in the Equity Savings Account and investments acquired with the Deposited Funds with their purchase and sales prices in a manner required by the Equity Savings Accounts. The Bank's accounting is considered reliable proof of the debt-to-asset ratio between the Bank and the Saver and the transactions in the Equity Savings Account unless the Saver proves otherwise.

The Bank shall at least once a year provide the Saver with information on their Deposited Funds and their return, the charges, costs and fees debited as well as on other matters regarding the Equity Savings Account Agreement that have an essential meaning to the Saver.

#### 6. Charges, costs and fees

The Saver is liable to pay the charges, costs and fees related to the opening, use, and maintaining of the Account, notifications sent by the Bank as well as the Safe Custody of the Deposited Funds and investments and orders executed with the Deposited Funds. The Saver is also liable to pay the charges, costs and fees based on other investment and ancillary services associated with the Equity Savings Account Agreement. Their amounts and determination bases are shown in the Bank's currently valid Tariff. The Bank has the right to debit the aforementioned charges, costs and fees to the Saver's Account.

The Saver is liable to ensure that there is a sufficient amount of funds in the Equity Savings Account for the debiting of the charges, costs and fees. The Saver is also liable to pay any default interest accrued on the Bank's receivable and any other charges and costs arising from collecting the receivable.

#### 7. Amendments to the Terms and Conditions

The Bank has the right to amend the terms and conditions of this Agreement for a reason attributable to legislation, an authoritative order or their interpretation and the Bank's corporate restructuring. The Bank also has the right to amend the terms and conditions of this Agreement due to a change to the market circumstances or practice, a service, the Bank's process related to the provision of a service, a system or some other technical matter or for some other corresponding reason and to correct a typing or other error in the terms and conditions.

Furthermore, the Bank is entitled to amend the terms and conditions of this Agreement in other situations provided that the amendment will not reduce the Saver's rights or increase the Saver's obligations. The Bank shall inform the Saver in the manner laid down in subclause 9.1 below of any amendment that increases the Saver's liabilities or reduces their rights and that does not result from a legislative amendment or from a decision by the authorities. Such an amendment will enter into force as of the date stated by the Bank but no earlier than at the beginning of the calendar month that starts after one (1) month from the date the Saver is deemed to have been notified of the amendment.

The Bank shall inform the Saver of any amendments other than the ones specified above in the manner laid down in sub-clause 9.1 or 9.2 of these Terms and Conditions. The aforementioned amendment enters into force as of the date stated by the Bank.

The Saver is considered to have accepted the amendment and the Equity Savings Account Agreement continues as amended, unless the Saver terminates the Agreement by the stated date of entry into force of the amendment with immediate effect or before the stated date of entry into force of the amendment.

#### 8. Revision of the Tariff

The Bank has the right to revise the Tariff. If the Bank revises a charge, cost or fee included in the Tariff, or if revising the Tariff results from a legislative amendment or a decision by the authorities, the Bank will inform the Saver of such a revision by publishing it in its Tariff or in the manner laid down in sub-clause 9.1 or 9.2 of these Terms and Conditions. If the Bank adds a new charge, cost or fee which does not arise from a legislative amendment or a decision by the authorities, the Bank will inform the Saver of the revision in the manner laid down in sub-clause 9.1 of these Terms and Conditions.

The revision of the Tariff will enter into force as of the date notified by the Bank, however, not earlier than from the beginning of the calendar month that starts one (1) month from the date the Saver is deemed to have been notified of the revision or the change has been published in the Tariff, unless otherwise laid down in a legislative amendment or a decision by the authorities.

The Saver is considered to have accepted the amendment and the Equity Savings Account Agreement continues as amended, unless the Saver terminates the Agreement by the stated date of entry into force of the amendment with immediate effect or before the stated date of entry into force of the amendment.

#### 9. Communications between the Bank and the Saver

**9.1 Notifications delivered to the Saver by the Bank** The Bank shall deliver notifications to the Saver digitally through the Netbank service or some other digital service offered or accepted by the Bank, or if this is not possible, by post to the address which is known to the Bank in accordance with these General Terms and Conditions.

The Saver is deemed to have received information on a digitally delivered notification when it has been made available to the Saver, and if the notification was sent by post no later than on the seventh (7th) day after it was posted.

#### 9.2 Notifications generally made available by the Bank

The Bank will publish notifications on its website, at its branches in Finland, in a national newspaper or make them otherwise available to the public. The Bank is entitled to make a notification available in the aforementioned manner if the notification is not to be delivered in accordance with sub-clause 9.1 of the terms and conditions of the Equity Savings Account Agreement. The Saver is deemed to have received information on a notification when it has been published so that it is available to the Saver.

#### 9.3 Saver's notifications

The Saver can send notifications regarding the Equity Savings Account Agreement to the Bank digitally through the Netbank service or through some other digital service offered or accepted by the Bank or by post, unless otherwise agreed. The Bank is deemed to have received information on a digitally delivered notification when it has been made available to the Bank, and if the notification was sent by post no later than on the seventh (7th) day after it was posted.

#### 10. Validity and termination of the Agreement 10.1 Validity of the Agreement

The Equity Savings Account Agreement is valid until further notice.

### 10.2 Saver's right to terminate the Equity Savings Account Agreement and replacement of the service provider

The Saver has the right to terminate the Equity Savings Account Agreement. The Agreement must be terminated in writing. The Saver is liable to ensure that the Deposited Funds subject to the terminated Equity Savings Account Agreement will be transferred or withdrawn as described below.

In connection with the termination, the Saver has the right to require that the Deposited Funds be transferred to another service provider. In this case, the notice of termination must include a mention of which service provider the funds will be transferred to, i.e. with which service provider the Saver has concluded a new Equity Savings Account Agreement. The Bank shall transfer the Deposited Funds and information on the maximum deposit amount to the service provider mentioned in the notice within thirty (30) days following the receipt of the notice of termination and information on the new service provider. The Saver is liable for the settlement of the investments accepted by the new service provider before the termination of the Agreement. If the safe custody attached to

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the Account includes investments that the new service provider does not accept, the Saver must sell these investments as soon as possible, but no later than within seven (7) days following the termination of the Agreement. The terminated Agreement ends once any investments subject to the Equity Savings Account Agreement that the new service provider does not accept have been sold and the Deposited Funds have been transferred to the service provider mentioned in the notice of termination.

If the Saver does not specify the new service provider in the notice of termination, the notice of termination is considered to be the notice of termination regarding the Equity Savings Account Agreement, including the Equity Savings Account and the Safe Custody attached to it. If there are Deposited Funds in the Equity Savings Account or in the Safe Custody attached to it, the Saver must sell the investments subject to the Equity Savings Account Agreement and withdraw the funds from the Equity Savings Account immediately, but no later than within thirty (30) days following the termination of the Agreement. The terminated Agreement ends once the investments subject to the Equity Savings Account Agreement have been sold and the funds in the equity savings account have been withdrawn.

If the Saver has terminated the Equity Savings Account Agreement but has not taken the aforementioned measures and there are still Deposited Funds subject to the Equity Savings Account Agreement, the Bank has the right to act in the manner laid down in sub-clause 10.6 of these Terms and Conditions on the conversion of the Deposited Funds into cash and payment of the funds to the Saver.

If there are no Deposited Funds in the Equity Savings Account and the Safe Custody attached to it, the terminated Equity Savings Account Agreement will end within thirty (30) days following the reception of the notice of termination.

The Saver may not terminate separately an individual service subject to the Equity Savings Account Agreement, such as the Equity Savings Account or Safe Custody attached to it.

#### 10.3 Termination of the Agreement by the Bank

The Bank has the right to terminate the Equity Savings Account Agreement if the Saver repeatedly or demonstrating gross negligence neglects to comply with the Terms and Conditions of the Agreement and does not remedy the breach despite the Bank's written complaint.

In addition, the Bank has the right to terminate the Equity Savings Account Agreement if the Bank has the right not to approve an order or the use of the Account or the Safe Custody attached to it or the right to close them due to financial or other sanctions imposed by the European Union or the United Nations' Security Council, or other sanctions, notifications or regulations issued by domestic and foreign authorities, such as the OFAC (Office of Foreign Assets Control).

If the Bank has been placed in liquidation, corporate restructuring or bankruptcy or has otherwise lost its right to offer savings agreements, the Bank, the liquidator or the bankrupt's estate must without delay terminate the Equity Savings Account Agreement and transfer the Deposited Funds to another service provider the Saver has communicated to the Bank.

The notice of termination shall be delivered to the Saver as laid down in sub-clause 9.1 of these Terms and Conditions. An invitation shall be attached to the notice of termination to notify the Bank, the liquidators or the estate within three (3) months of the service provider with which the Saver has concluded a new Equity Savings Account Agreement or to which the Deposited Funds can be transferred in some other manner. If the Safe Custody attached to the Account includes investments that the new service provider does not accept, the Saver must sell these investments as soon as possible, and in any case before the transfer of the Deposited Funds. The Bank shall transfer the Deposited Funds and information on the amount of the maximum deposit to the service provider mentioned in the Saver's notice. If the Saver does not specify a new service provider, the Saver must sell the investments subject to the Equity Savings Account Agreement and withdraw the funds from the Equity Savings Account no later than within the aforementioned time limit of three (3) months.

If the Saver's specification of the new service provider was not received within the time limit and the Saver has not withdrawn all the Deposited Funds or if the Equity Savings Account Agreement includes Deposited Funds that cannot be transferred and the Saver has not sold the investments in question, the Bank or the estate has or the liquidators have the right to act as stated in sub-clause 10.6 of these Terms and Conditions on the conversion of the funds into cash and payment of the funds to the Saver.

The terminated Agreement ends once all the Deposited Funds have been transferred or withdrawn.

#### 10.4 The Bank's right to limit the use of a terminated Equity Savings Account Agreement

The Bank is entitled to limit the Saver's right to place purchase orders of investments after the termination of an Equity Savings Account Agreement. The Bank is also entitled to otherwise limit the use of a terminated Equity Savings Account and the Safe Custody attached to it or giving of orders for a reason related to the transfer of the Deposited Funds.

#### 10.5 Charges, costs and fees of terminated Equity Savings Account Agreement

In connection with the termination of the Agreement, the charges, costs and fees related to the Agreement will fall due for payment with immediate effect when the termination has become effective. Despite the termination, the Saver is liable to pay the charges, costs and fees associated with the Equity Savings Account Agreement in accordance with the Agreement until the expiry of the Agreement.

### 10.6 Conversion of the Deposited Funds into cash and payment of the funds to the Saver by the Bank

If the Saver has not sold and withdrawn or transferred all the Deposited Funds in connection with the termination of the Agreement in accordance with sub-clause 10.2, 10.3 or 10.4 of these Terms and Conditions, the Bank or the estate has or the liquidators have the right to convert the Deposited Funds into cash and pay them to the Saver regardless of any tax or other consequences. The funds will be converted into cash so that the Bank will sell the investments in the Safe Custody attached to the Equity Savings Account through a trading venue, if possible. The value of the investments upon the conversion is determined according to the actual sale price obtained from the sale of the investments of which the charges, costs and fees subject to the Tariff have been deducted.

### 10.7 Expiry of the Equity Savings Account Agreement due to the Saver's death

The Equity Savings Account Agreement expires upon the death of the Saver. The right to the funds is assigned to the Saver's beneficiaries. Upon expiry of the Equity Savings Account Bank will transfer the funds of the Equity Savings Account's Safe Custody to a new Safe Custody that is opened in the name of death estate. Fund from the deposit account will be transferred to a separate deposit account that is in the name of the death estate. The Bank has the right to close the empty Equity Savings Account's deposit account and the Safe Custody attached to it without a separate notice.

**11.** 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 may not conclude an Equity Savings Account agreement or make investments by virtue of an Equity Savings Account Agreement. The Bank is entitled to limit the services offered under this Agreement to savers domiciled in the United States or other countries subject to restrictions without a separate notice. The Saver undertakes to notify the Bank immediately if they move outside Finland.

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#### 12. A minor's Equity Savings Account Agreement

The guardian of an underage Saver shall dispose of the Account and Safe Custody attached to it. If there are several guardians, they dispose of the Account jointly and severally and make decisions on the equity savings account agreement together, unless otherwise agreed between the guardians and the Bank or unless the duties of the guardians have been segregated by an authority's decision.

Nevertheless, each guardian is also separately entitled to place to the Bank buy, subscription and sell orders and instructions concerning measures pertaining to a minor's assets in a Safe Custody attached to a minor's Account or assets entered in that, unless the Bank is notified otherwise in writing.

The Bank must be notified of any changes in guardianship in writing.

#### 13. Liability

#### 13.1 Saver's liability

The Saver is liable to compensate the Bank for any damage caused by the Saver's failure to fulfil their obligations under these Terms and Conditions. For instance, such damage may be extra costs arisen from a breach of an agreement. The Saver is liable for the delivery of payments, orders and notifications to the Bank. The Saver is liable for damage caused by submitting incorrect information to the Bank. In using the service, the Saver is liable to comply with the currently valid instructions and service descriptions issued by the Bank.

#### 13.2 The Bank's liability and limitation of liability

The Bank is liable to only compensate the Saver for direct damage arisen from the Bank's action in breach of the Agreement. In such a case, as regards the Equity Savings Account, the Bank only compensates the interest agreed on the Account and possible default interest and the necessary and reasonable costs arising from investigating the damage, and refunds the service fees charged only insofar as they concern the negligence or error that caused the damage.

The Bank is not liable for any indirect or consequential damage. Indirect damage includes, but is not limited to, loss of income, ungained income, damage caused by an obligation based on another agreement, or other comparable damage or damage incurred by a third party that is difficult to predict, which has been caused by the Bank's faulty procedure or measures arising from it.

Similarly, the Bank is not liable for the financial result of operations, tax implications or risks involved in investing nor for any obstacles in data communications or telecommunications systems or for the overloading of data communications or telecommunications networks or for similar problems. The Bank is not liable for the operations, services and products offered by other service providers. Furthermore, the Bank is not liable for any losses due to any expiry of time-limits following the termination of the Agreement or when the Saver gives notice on the Agreement during the notice period if the Saver has not provided instructions for the said period.

The Saver is not entitled to receive compensation from the Bank unless the Saver notifies the Bank of an error within a reasonable time from having detected the error or from the time the Saver should have detected the error.

A Saver who has suffered loss must take reasonable measures to restrict the loss. If this is neglected, the Saver must bear the corresponding part of the damage.

However, damages payable to the Saver by the Bank based on actions in breach of the law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the Saver's possible contribution to the loss, the consideration paid for a service, the Bank's possibilities to anticipate and prevent the damage and other circumstances.

#### 13.3 Liability by virtue of other agreements or the law

In addition to what is agreed in this Agreement on liabilities, the service-specific terms and conditions contain provisions on the liability for possible damage in the case of services related to payment and securities orders, the custody service and other services associated with the set of agreements.

These Terms and Conditions do not limit the Saver's rights under legislation governing book-entry accounts or securities accounts or other legislation on which agreements deviating from this legislation may not be concluded.

#### 13.4 Force majeure

A contracting party is not liable for damage caused by nonfulfilment of its obligations if the party can prove that the nonfulfilment was due to an unusual or unpredictable obstacle beyond its control, the consequences of which it could not have prevented. Another prerequisite for releasing a contracting party from liability is that the affected contracting party has attempted to restrict the damage caused to the other party to the furthest extent possible. 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, strikes, lockouts or other industrial actions.

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 even if the Bank was a party to it. Furthermore, the Bank is not liable for any damage if the fulfilment of the obligations based on this Agreement is against its obligations laid down in other legislation.

A contracting party is liable to notify the other party after being affected by a force majeure. The Bank may notify the Saver of a force majeure as stated in sub-clause 9.1 or 9.2 of these Terms and Conditions.uppfyllandet av förpliktelserna med stöd av detta avtal står i strid med bankens skyldigheter som bestäms någon annanstans i lag.

#### 14. Assignment of this Agreement

The Bank is entitled, without the Saver's consent, to assign this Agreement with all its rights and obligations in full or in part to a company belonging at any given time to the same group with Nordea Bank Abp or in conjunction with a transfer of business to a party offering an equity savings account agreement.

#### 15. Out-of-court redress machanism

If a dispute related to the Equity Savings Account Agreement cannot be resolved in negotiations between the parties, a consumer may turn to the Finnish Financial Ombudsman Bureau (FINE) (fine. fi), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board and Investment Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been processed by the Consumer Disputes Board or a court of justice. The Investment Complaints Board gives recommendations for resolutions in disputes submitted to the board by non-professional customers and service providers. The proposals for resolutions concern the application of law, authoritative orders, good securities market practice, good insurance practice and agreement terms and conditions as well as procedures applied by service providers. They may also concern compensation amounts. The Investment Complaints Board does not handle claims targeted at other parties than companies providing investment services, fund companies or insurers providing insurance-based investment products. The easiest way to initiate the handling of a complaint is to send an online contact form available at www.fine.fi/en.

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Consumers are also entitled to file a complaint with the Consumer Disputes Board (kuluttajariita.fi/en). Before filing a complaint with the Consumer Disputes Board, consumers must contact the consumer rights advisers at a Local Register Office (kuluttajaneuvonta.fi). However, the Board does not deal with matters related to securities.

A Saver can also notify the Finnish Financial Supervisory Authority (www.finanssivalonta.fi) of the Bank's conduct.

#### 16. Applicable law and place of jurisdiction

The Equity Savings Account Agreement is governed by Finnish law.

Any disputes arising from this Agreement shall be settled at the District Court of Helsinki or at the district court of the Finnish municipality in the jurisdiction of which the Saver is domiciled or permanently resident. If the Saver does not have residence in Finland, disputes shall be settled in the District Court of Helsinki.

### 17. Protection provided by the Deposit Guarantee Fund and the Investor Compensation Fund

Funds deposited in the Equity Savings account Account are covered by the currently valid deposit guarantee in the scope provided for by law.

The assets and financial instruments held by the Bank are covered by the currently valid investor compensation scheme to the extent provided for by the law. The Investor Compensation Fund compensates non-professional investors for up to 20,000 euros in the event of the Bank's insolvency. The investor compensation scheme does not cover deposits or any losses arising from fluctuations in the prices of securities. The Saver is not entitled to compensation from the Investor Compensation Fund if the Saver will receive compensation for the assets in question from the Deposit Guarantee Fund.

#### 18. Taxation

The Saver is liable for any taxes and other charges comparable to taxes arising from the Agreement in accordance with the legislation valid at any given time. If the Bank has to pay such taxes or payments, the Saver undertakes to repay them to the Bank.

The return received the Equity Savings Account Agreement is not considered taxable capital income until the return is withdrawn from the Equity Savings Account. The part of the Deposited Funds to be withdrawn that includes the Saver's financial transactions to the Account is not considered taxable capital income. The taxation of the Equity Savings Account may change and the taxation is based on the currently valid tax law.

In connection with the withdrawal of funds, the Bank shall levy withholding tax or withhold tax at source on the return withdrawn in accordance with the currently valid legislation, and the Bank is liable for any other taxation possibly later falling within the Bank's scope of liability.

Dividends obtained from the shares in the Account are also considered return. If dividends have been obtained from abroad on the basis of the funds deposited in the Account, the amount of the tax at source withheld by the source State on the dividends obtained from abroad is not, however, considered part of the return. If the source State of the dividends later refunds to the Saver tax at source levied on the dividends, this refund is considered return withdrawn from the Equity Savings Account in the year the refund was paid. The Saver must report the amount of the refunded tax at source to both the Bank and the Finnish Tax Administration. As regards the Saver's Equity Savings Account, the Bank shall report to the Tax Administration the information required for taxation in accordance with the currently valid legislation.

Upon the expiry of the Equity Savings Account Agreement due to the Saver's death, the Saver's beneficiaries shall be liable for the taxes and any comparable payments in accordance with the currently valid legislation.

#### 19. Service provider and supervising authority

Nordea Bank Abp Satamaradankatu 5 FI-00020 NORDEA Business ID: 2858394-9 Telephone: +358 200 70 000 (local network charge/mobile call charge) (Nordea Customer Service) nordea.fi

Nordea Bank Abp has been registered in the Trade Register maintained by the Finnish Patent and Registration Office. Nordea Bank Abp is domiciled in Helsinki.

Contact information of Nordea Bank Abp's branches that serve customers is available at nordea.fi/en.

Nordea Bank Abp's operations are supervised by and the licensing authority is:

European Central Bank (ECB) Sonnemannstrasse 22 D-60314 Frankfurt am Main, Germany Telephone: +49 69 1344 0 ecb.europa.eu

Nordea Bank Abp is supervised within the framework of its powers by:

Finnish Financial Supervisory Authority Snellmaninkatu 6/PO Box 103 FI-00101 Helsinki Telephone: +358 (0)9 18351 Email: finanssivalvonta@finanssivalvonta.fi finanssivalvonta.fi

In addition, the Consumer Ombudsman serves as the supervisory authority for consumer customers:

Finnish Competition and Consumer Authority PO Box 5 FI-00531 Helsinki Telephone: +358 29 505 3000 (switchboard) kkv.fi