

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 the Bank 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 through contacting Nordea's customer service.

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 on application to an FC Contracting Party or to a person who is employed by (or in another contractual relationship with) an FC Contracting Party or with a joint liability to an FC Contracting Party and a person who is employed by (or in another contractual relationship with) a FC Contracting Party. 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 Nordea 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 Nordea. 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

With regard to cards with corporate payment liability, the Account Holder is liable for all transactions made with cards linked to the FC Account and for all related fees set in the Tariff as well as for all transactions made using the Travel Account linked to the FC Account and for all related fees set in the Tariff.

With regard to cards with joint payment liability, the Primary Account Holder is liable for all transactions made with a card linked to the account and for all related fees set in the Tariff. If the Primary Account Holder neglects this liability, the Parallel Account Holder is jointly liable for all transactions made with a card linked to the account and for all related fees set in the Tariff.

With regard to cards with private payment liability, the Account Holder is liable for all transactions made with a card linked to the FC Account and for all related fees set in the Tariff.

8. Misuse of a FC

If an FC Account has been granted with private 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. A reference and other payment specification information requested in an invoice must be used when the invoice is paid.

If the Primary Account Holder has not paid an invoice by its due date or by the due date of a reminder of the delay of the payment with possible default interest, Nordea has the right to send a reminder of the failure to pay to the Parallel Account Holder who, subject to the agreement, is jointly liable with the Primary Account Holder for paying the 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. The terminated FC must be cut in multiple pieces and, upon demand, be returned 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 security

If the guarantor or one of the guarantors dies or is declared bankrupt, the Account Holder or a co-guarantor 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 security informs Nordea of a limitation in its liability, Nordea is entitled to close the account immediately. Nordea notifies the Account Holder immediately of the closing of the account.

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. Nordea may terminate the agreement in writing or electronically in a service approved by 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 returned to Nordea upon request.

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.

Nordea informs the Account Holder of the termination of the agreement in writing or electronically in a service approved by Nordea.

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 the Bank immediately of any changes in the contact details. If the Account Holder neglects to notify the Bank of contact information needed for invoicing, the Bank 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.