

These general terms and conditions of corporate accounts are applied to account agreements of others than private persons, and these general terms and conditions are part of the account agreement.

## 1. Account

An account is an account in euros or some other currency to which Nordea Bank Abp (the 'bank') accepts deposits to be withdrawn at demand without giving of notice and where the maximum amount of debt to the bank may be the amount of the limit agreed on in the possible credit limit agreement. A separate agreement is made on the amount and terms and conditions of a possible credit limit.

The bank's currently valid general terms and conditions of payment transmission are applied to executing payment orders. If some other service is linked to the account or the account is linked to another service, the separate agreement terms and conditions of this service are applied or if no separate agreement is required, the bank's currently valid general terms and conditions of this service are applied.

## 2. Definitions

The following expressions have the below-mentioned meanings:

**A value date** is a reference date which the bank uses when calculating interest on funds debited or credited to an account.

**A payment transaction** is a measure with which funds are transferred, withdrawn or placed for the use of the account holder or a person entitled to use the account; excluding, however, transactions related to crediting of deposit interest, if any.

**A payment order** refers to an order given to the bank to execute a payment transaction.

**A payment instrument** is a payment card or other user-specific instrument or procedure or a combination of these. An agreement on using these to give payment orders has been made. Other payment instruments, in addition to payment cards, include but are not limited to access codes accepted by the bank.

**Banking day** is a day when the bank is open for business so that it can execute its part of a payment transaction.

**An account opener** is a person who concludes an account agreement with the bank.

**An account holder** refers to a person whom the bank owes the funds in the account and who owes the debt amount in the account to the bank, if any, and who can control the account and the fund in it any way the account holder wishes, unless otherwise stated below.

**An account transaction** refers to credit and debits to an account affecting the account balance, for example, payment transactions.

**Account information service** refers to a service provided by a service provider other than the bank in which information on a payment account accessible online as agreed with the account holder is retrieved through a registered service provider via a technical interface approved by the bank.

**Confirmation on the availability of funds** refers to a confirmation given via a technical interface approved by the bank upon the request of a third party service provider issuing card-based payment instruments on whether there is a sufficient amount of funds for executing a card-based payment transaction in a payment account accessible online as agreed with the account holder.

## 3. Conclusion of an account agreement and opening of account

The account opener and the bank conclude an account agreement in writing or electronically using electronic identification codes, such as the access codes.

Other person than the account holder may with the bank's consent also agree on the opening of an account for the account holder. The account opener cannot reserve a right to use the account.

The account holder has control over the use of the funds in the account and the persons authorised to use the account and to agree with the bank on amendments to the account agreement and on closing the account

## 4. Information provided on the account

### 4.1 Account agreement

All information on the account, the bank and the account agreement have been provided in the account agreement or the account holder has been provided with the information by the bank in material otherwise concerning the account. The bank is not obliged to provide the account holder with other information on the account, the bank or the account agreement before the account agreement is concluded or during its duration

### 4.2 Information to be provided for the bank and consent to the handling of personal data

The account opener and the account holder must provide the bank with information on the account opener and the account holder currently required by the bank as well as on the account holder's ownership and parties that exercise authoritative powers. The account holder is also obliged to provide the bank with information currently required by the bank on persons authorised to use the account. The account holder and a person authorised to use the account must also give a specimen signature to the bank at its request. The bank is also entitled to use the before-mentioned information and specimen signatures that it has already received.

The account holder is obliged to inform the bank of changes in the name and address of the account holders and of persons authorised to use the account and of changes in other information essential to the provision of banking services. The bank also has the right to acquire the information from public registers maintained by the authorities or from other reliable sources. The bank is not liable for damage caused by the fact that the account holder has not informed the bank of changes, such as the expiry of a person's right to use the account.

By using the account and the payment services connected to it, the account holder and the parties authorised to use the account explicitly consent to the bank handling personal data that is necessary for providing the payment services.

### 4.3 Information on payment transactions

The bank gives the information on payment transactions it has currently determined by making it available to the account holder via an electronic channel offered or approved by the bank or in some other manner separately agreed on.

The information on payment transactions is provided on a time period separately agreed on. Information on payment transactions given electronically is available for a period of time currently determined by the bank.

## 5. Balance reporting service and corresponding account queries

A request to deliver account information and the related payment transaction information (account query) can be given to the bank through the account information service or other party authorised by the account holder. 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 queries,

- if it suspects unauthorised or fraudulent use of the payment account by the party authorised by the account holder,
- if no consent has been given or the consent to an account query cannot be verified,
- at the account holder'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 account holder 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 information service or other party authorised by the account holder.

## **6. Use of the account**

### **6.1 Payment instruments**

Funds may be withdrawn from the account and payment orders concerning the account may be given with payment instruments accepted by the bank. The use of a payment instrument is separately agreed on with the bank. If the bank does not require a separate agreement, the withdrawal of funds from the account and the payment instrument are subject to the general terms and conditions currently applied by the bank to the service in question. The customer is responsible for any payment orders made with payment instruments in accordance with the terms and conditions applicable to the payment instrument in question.

When the account is closed or an authorisation to use the account is cancelled, the account holder and a person authorised to use the account no longer have the right to use the payment instruments. In this situation the payment instruments must be destroyed at the bank's request or returned to the bank.

### **6.2 Cheque**

A cheque cannot be cancelled if the bank has authenticated it or when replying to a cover inquiry has made a cover reserve in the account corresponding to the amount of the cheque.

Cheque forms must be kept with care and the bank must be notified of any loss immediately. The account holder is liable for damage if the bank has to redeem a cheque even if there is no cover in the account or if the case involved a misuse. Upon the expiry of the account relationship or on the bank's demand, cheques must be returned to the bank.

### **6.3 Cash deposit**

The amount of a cash deposit is credited to the account when the genuineness of the funds has been authenticated, the funds have been counted and the necessary FX trading has been completed.

### **6.4 Overdraft**

The account must not be used so that the account is overdrawn. If the account is not used as stated above, the bank has the right to enter the amount to be debited to the account as its receivable to fall immediately due for payment. If the violation against the agreement is material, the bank has the right to cancel the account agreement with immediate effect.

The account holder is liable to pay to the bank statutory default interest on the account overdraft, a fee for sending a reminder and other charges and fees arising from collecting the overdraft in accordance with the tariff. The bank is entitled to debit all the before-mentioned charges and fees to the account. If a credit is linked to the account, the default interest on the overdraft is charged in accordance with the terms and conditions of the credit limit agreement.

## **7. Confirmation of the availability of funds needed for executing a card-based payment transaction**

With the account holder's consent, the bank may give a service provider issuing card-based payment instruments a confirmation of whether a sufficient amount is available in the account designated by the account holder for executing a card-based payment transaction. The account holder's consent is separately confirmed to the bank in a manner stated by the bank.

## **8 The bank's right to restrict the use of the account**

### **8.1 The bank's right to refuse the use of the account**

The bank is entitled to refuse the use of the account,

- if it has not been provided with the information referred to in clause 4.2, an act or an official regulation,
- if the signature on a document intended for withdrawal differs from the specimen signature in the bank's possession,

- if the account holder or a person authorised to use the account has not been identified in the manner required by the bank or the account holder or a person authorized to use the account cannot reliably prove his/her identity,
- if the authorisation does not meet the requirements set by the bank,
- if a cheque is presented for redemption after the redemption period,
- for a reason attributable to the law or other authoritative order,
- if the bank has other justifiable reason to doubt the validity of the use of the account, or
- if there are other grounds for refusal mentioned in the terms and conditions on the bank's services.

The bank has the right to restrict the use of the account at branches other than the account branch for security reasons.

### **8.2 The bank's right to close the account**

The bank is entitled to close the account,

- if a petition for corporate restructuring or debt adjustment concerning the account holder has been submitted to a court of justice or the account holder has been placed in bankruptcy or liquidation,
- if the criteria for set-off have been fulfilled,
- for a reason attributable to the law or other authoritative order, or
- if the bank has reason to suspect that the account is misused or the closing of the account is based on an official regulation.

If, despite a reminder, the account does not have sufficient funds for payment of the bank's charges and fees, the bank is entitled to close the account until the account holder has paid to the bank the charges and fees in accordance with clause 13 of these general account terms and conditions.

The bank notifies the account holder of the closing of the account afterwards if the notification is not prohibited by law.

## **9 Deposit interest**

If it has been agreed that deposit interest is paid on the account, the bank pays to the account holder the deposit interest agreed on in the account agreement. The bank does not separately inform the account holder of changes in the deposit interest based on a change in the reference rate. The value of the current reference rate applied to the account is available at the bank.

### **9.1 Reference interest rates**

#### **Nordea Avista**

Nordea Avista is an overnight interest quoted daily by Nordea Bank Abp. Nordea Avista is quoted separately for deposits and credits. The value of the deposit reference rate changes daily. The deposit interest rate changes as much as the reference rate value has changed.

#### **Nordea Avista foreign currency interest**

Nordea Avista foreign currency interest is an overnight interest quoted daily by Nordea Bank Abp for currencies chosen by it. Nordea Avista foreign currency interests are quoted separately for deposits and credits. The value of the deposit reference rate changes daily. The deposit interest rate changes as much as the reference rate value has changed.

#### **Euribor**

Euribor is the euro area money market reference rate controlled by the European Banking Federation (FBE) and the Financial Markets Association (ACI) at the time this agreement is signed. The determination of the value of the Euribor is based on the currently valid international practice.

Quotation day refers to a day on which the value of the Euribor rate is determined according to currently valid international practice.

When the reference rate is **one (1) month's Euribor**, the value of the reference rate will be adjusted on each quotation day in

accordance with the daily quotation of one (1) month's Euribor rate. The deposit interest rate changes as much as the reference rate value has changed.

When the reference rate is **one (1) week's Euribor**, the value of the reference rate will be adjusted on each quotation day in accordance with the daily quotation of one (1) week's Euribor rate. The deposit interest rate changes as much as the reference rate value has changed.

The euro short-term rate (**€STR**) administered by the European Central Bank (or any other person which takes over the administration of that rate) published by the European Central Bank (or any other person which takes over publication of that rate).

## Euribid

Euribid is a deposit reference rate derived from the Euribor reference rate. The value of one (1) month's /one (1) week's Euribid is calculated by deducting 0.125% from the value of the Euribor reference rate for the corresponding time period. The value of the deposit reference rate changes daily. The deposit interest rate changes as much as the reference rate value has changed.

## Prime

Nordea Prime is a reference rate quoted by Nordea Bank Abp .A change in Nordea Prime has an effect on the account's deposit interest as of the effective date of the change.

## 9.2 Validity, suspension or discontinuation of the reference rate quotation

If

- (i) the benchmark administrator or any relevant supervisor of such administrator or entity with resolution or insolvency authority over such administrator has made a public statement that the administrator has ceased or will cease to provide the reference rate permanently or indefinitely (and there is no successor benchmark administrator that will continue to provide the reference rate),
  - (ii) the reference rate has been or will be permanently or indefinitely discontinued or has ceased or will cease to exist without such public statement,
  - (iii) the supervisor of the benchmark administrator has made a public statement that the reference rate is not, or will no longer be, representative of the underlying market (and no action to remedy this will be taken),
  - (iv) it has or will become unlawful for a party to the agreement to use the reference rate or
  - (v) the benchmark administrator or its supervisor has made a public statement that the reference rate may no longer be used,
- then the reference rate shall, at the time reasonably determined by the bank, be replaced by a replacement reference rate recommended by the relevant authority supervising the benchmark administrator or, if there is no such recommendation, a replacement reference rate selected by the bank which the bank in its discretion determines is most comparable to the reference rate that has been replaced.

The bank may, in its discretion, add or deduct an adjustment spread (which may be positive, negative or zero) to such replacement reference rate in order to reduce or eliminate, to the fullest extent reasonably practicable, any transfer of economic value from one party to another as a result of the application of the replacement reference rate. Such adjustment spread may be set as a fixed percentage or percentage point, or be established for each relevant interest period using a formula or methodology for calculating a spread, or a combination thereof.

In connection with the changes set out above, the bank is entitled to make such amendments to the agreement that the bank reasonably determines are required in order for the agreement to fulfil its intended purpose. The bank shall notify the account holder of the amendments, which shall become effective at the time notified by the bank.

If, in the opinion of the bank and due to circumstances not mentioned above, the reference rate (i) is not offered or published, (ii) has lost its relevance due changed market conditions or (iii) clearly not represents the bank's refinancing costs for an amount equal to the credit for the interest period in question, the bank shall have the right to choose another reference rate or calculation method that, in the opinion of the bank, correspond to the bank's actual cost for refinancing.

## 9.3 Fixed interest rate

The interest on an account with fixed interest rate remains unchanged during the entire deposit period, unless otherwise agreed on.

## 10 Value dates

The value date of a debit to the account is the day on which the amount of the payment transaction is debited to the account. If the funds are already received with a payment instrument before the debit, the value date is the day on which the funds were received for use. The value date of a debit may be any day.

The value date of a credit transaction to the account is the banking day on which the amount of the payment transaction is paid to the payee's account.

If the incoming payment and the account to be credited are in a different currency, the amount cannot be credited to the account until the necessary foreign exchange trades have been executed.

The value date of a cash deposit is the banking day on which it is credited to the account.

The value date of a certified cheque is the certification date.

The value date balance at the end of the day is used in calculating the account interest.

## 11 Exchange rate practice

Exchange rates quoted by the bank are applied to account transactions. The bank is entitled to restrict the use of the account during a disturbance in the exchange rate market beyond the bank's control if the bank does not quote a rate for the account currency in question at that time.

## 12 Account transactions

The bank enters the deposit amount, changes in the amount and other account transactions into its bookkeeping, which is considered a reliable demonstration of the debt/receivable relationship between the bank and the account holder, unless the account holder presents proof indicating otherwise.

## 13 The bank's charges and fees

The account holder is liable to pay the charges and fees related to the opening, use and maintenance of the account and notifications sent by the bank, such as payment transaction details. The charges and fees are shown in the currently valid tariff of the bank, which is entitled to debit all the beforementioned charges and fees to the account.

The tariff refers to the bank's tariff available for viewing at all the bank's places of business in Finland.

## 14 Charging of the charges and fees

The account holder must ensure that his or her account has sufficient cover for the debiting of those payments and charges of the bank that the bank is entitled to debit according to the account agreement or some other commitment.

However, even if the cover is not sufficient the bank is entitled to register the amount to be debited as the bank's receivable or debit the charges and fees to some other account of the account holder at the bank, unless otherwise agreed with the account holder.

## 15 Revision of the tariff

The bank is entitled to revise the tariff and its pricing.

The bank notifies the account holder of a revision of prices by making the revised tariff available to the account holder at the bank's places of business in Finland if

- the bank links to this account agreement a new charge or fee resulting from a legal amendment or instruction of the authorities or
- the bank increases a charge or fee included in the tariff at the time this agreement was signed.

The bank notifies the account holder of other changes in pricing by making them available through an electronic channel offered or accepted by the bank. If the account holder does not have an electronic channel for its banking, the bank notifies the account holder of the change by publishing a notice concerning the change at the bank's places of business in Finland or by publishing it on the bank's website.

A change concerning prices and pricing enters into force at the beginning of the calendar month next starting after the date on which a month has passed since the notice of the change was published or made available to the account holder. If the change results from a legal amendment or instruction of the authorities, it will enter into force as of the date notified by the bank.

If a change in pricing increases the account holder's liabilities or reduces the account holder's rights and does not result from a legal amendment or instruction of the authorities, the account holder has at any time before the effective date of the change the right to give notice on this agreement to end immediately and free of charge.

## 16 Amending the account agreement

The bank is entitled to make amendments to the account agreement. The bank notifies the account holder of an amendment to the account agreement by making the terms and conditions of the account agreement available to the account holder at the bank's places of business in Finland if

- the amendment does not increase the account holder's obligations or reduce the account holder's rights,
- or if the amendment results from a legal amendment or instruction of the authorities.
- The above-mentioned amendment to the terms and conditions of the account agreement enters into force as of the date notified by the bank.

The bank notifies the account holder of other amendments to the account agreement by making them available through an electronic channel offered or accepted by the bank or by sending them to the account holder in writing. An amendment to the terms and conditions of an account agreement enters into force as of the date notified by the bank, however, earliest within 1 (one) month of the date the notice on the amendment was made available or sent to the account holder.

The account holder has the right to give immediate notice of termination on the account agreement until the announced effective date of the amendment. The bank has no liability to inform the account holder of this right to give a notice of termination when the account agreement is amended.

## 17 Notifications

The bank will make notifications the delivery of which has not been otherwise agreed on in the account agreement available to the account holder through an electronic channel offered or accepted by the bank or at the bank's places of business in Finland, send them to the account holder in writing or publish them on the bank's website.

The account holder is considered to have been informed of a written notification sent by the bank at the latest on the seventh day of the date the notification was sent. The account holder is considered to have been informed of all other notifications when the bank has made the notification available to the account holder or has published it.

The account holder sends to the bank notices concerning the account agreement in writing or in some other manner separately agreed on.

If the account holder has filed a complaint with the bank, the bank will reply to it in writing or electronically.

## 18 Taxes

The account holder is responsible for any taxes or payments comparable to tax including possible delay consequences and tax raises incurred by the account agreement and possible changes to be made in its terms and conditions.

If the bank has to pay such taxes or payments, the account holder is liable to compensate the bank for the amounts paid by the bank at sixteen (16) per cent annual interest from the payment date of the tax or payment to the payment date of the compensation.

## 19 Force majeure

A contracting party is not liable for loss caused by non-fulfilment of its obligations on account of an unusual or unpredictable obstacle beyond its control, if it can prove that it has been unable to prevent or overcome the consequences by the exercise of due diligence. The bank is not liable for loss if the fulfilment of obligations based on the account agreement is against its obligations laid down by other legislation.

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 if the bank was a party to it.

A contracting party is liable to notify the other party as soon as possible after being affected by a force majeure. The bank may announce a force majeure on its website or in national daily newspapers.

## 20 Liability for damages

The bank is liable to compensate the account holder only for direct damage caused by the bank's own negligence. In such a case the bank only compensates a realised interest loss and 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.

The bank is not liable for possible indirect damage caused to the account holder.

## 21 Restriction of loss

An account holder who has suffered loss must take reasonable measures to restrict the loss. If the account holder neglects to take these measures, the account holder is responsible for that part of the loss that could have been prevented. However, damages payable by the bank based on actions in breach of law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the account holder's possible contribution to the loss, the consideration paid for a payment service, the bank's possibilities to anticipate and prevent the damage and other circumstances.

## 22 Exchange of information

The information on an account holder or a person authorised to use an account is handled in accordance with the currently valid legislation. For instance, information may be disclosed to a company based in Finland or abroad which belongs to the same domestic or foreign group or economic interest consortium as Nordea Bank Abp at any given time, or to some other company that is legally in such a position that information can be disclosed to it.

## 23 Validity of and giving notice on the account agreement

The account agreement is valid until further notice, unless otherwise agreed.

The bank and the account holder are entitled to give notice on the account agreement to end within one (1) month from giving notice, unless otherwise agreed on.

The bank is entitled to give notice on the account agreement to end immediately if the account holder or another person authorised to use the account has essentially breached against obligations based on the account agreement or if the bank has grounded reason to suspect that the account is used in activities which are in breach of the law or instructions given by the authorities.

The bank sends a notice of termination through an electronic channel or in writing. The bank is entitled to terminate an account after the period of giving notice has expired.

The interest, charges and fees related to the account in connection with the giving notice on the account agreement fall due with immediate effect once the period of notice of the account agreement has expired. The bank will not return charges and fees paid in advance by the account holder in so far as they concern the time period after the notice has taken effect.

The account holder must see to it that the funds in the account are withdrawn when the account agreement has terminated. If there are funds in the account at the time the account agreement terminates, the bank keeps them in custody on the account holder's behalf. No interest is paid on the funds. Once the period of notice of the account agreement has expired, the services related to the account can no longer be used.

## 24 Legal remedies outside courts of law

If a dispute related to the agreement cannot be solved in negotiations between the parties, small companies may turn to the Finnish Financial Ombudsman Bureau (FINE) ([www.fine.fi](http://www.fine.fi)), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking 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 easiest way to initiate the handling of a complaint is to send an online contact form available at [www.fine.fi](http://www.fine.fi).

## 25 Applicable law and jurisdiction

This account agreement is governed by Finnish law.

Disputes arising from the account agreement will be settled at the District Court of Helsinki. In addition, the bank is entitled to bring disputes to be heard by another competent court.