

## 1. Scope of application and applicable provisions and agreements

These terms and conditions shall apply to the agreement made between Nordea Bank Abp (the 'bank'), and the customer, whereby the bank undertakes:

- to register book-entry securities in a book-entry account and to manage them
- to hold securities in custody and to manage them
- to hold foreign securities and account rights related to them in custody and to manage them
- to hold the units of investment funds in custody.

Orders concerning book-entry securities and securities (execution and forwarding) are subject to the Finnish or foreign legislation and orders of the authorities valid at any given time, the rules and regulations of each market place and clearing corporation on the settlement of trades as well as the bank's General terms and conditions of orders to buy and sell securities. If the customer has included the service intended for investing offered by the bank in Netbank at any given time in his Netbank agreement, the bank's currently valid "General agreement terms governing services with access codes" are also applied.

In addition, the valid legislation concerning securities and the book-entry system, and decisions and authorities' instructions issued under the said legislation, and, as market rules, the regulations, guidelines and rules of market places and clearing corporations, as well as the trading practice of each market place, are observed in the customer relationship.

If any activity under this agreement takes place abroad, the legislation and other market rules of the country concerned are observed correspondingly.

If the terms and conditions of this agreement deviate from Finnish or foreign legislation or from authorities' decisions, orders or instructions issued under such legislation or from other market rules, the latter provisions shall take precedence.

## 2. Definitions

### Security

Security refers to Finnish and foreign securities as provided in the Finnish Securities Market Act.

### The customer

A party to the agreement who has accepted these terms and conditions and whom the bank has accepted as its customer. The customer acts in his own name and on his own behalf in relation to the bank.

**Market place** refers to a regulated market and multilateral trading facility as referred to in legislation, corresponding trading in a country other than Finland as well as to Finnish or foreign clearing corporations.

**Market rules** refer to decisions and authorities' orders and instructions issued pursuant to currently valid legislation, the regulations, guidelines and orders of market places, other self-regulation of the markets and the trading practice valid at any given time.

**LEI** refers to an identifier that identifies distinct legal entities that engage in transactions on the financial markets. LEI is an abbreviation of Legal Entity Identifier. An LEI has 20 characters and is based on the ISO 17442 standard.

**MiFID II** refers to Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, including provisions on their implementation, and to Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012.

**Durable medium** refers to any instrument that enables the customer to store information addressed personally to him/her in a way that is accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unaltered reproduction of the information stored.

**Custodian** refers to the bank (Nordea Bank Abp) hereinafter, unless otherwise stated separately.

**Contact person** refers to an authorised person of whom the customer has notified the bank and who is entitled to give the bank orders that are binding on the customer on behalf of the customer.

## 3. Measures covered by the agreement

### 3.1 Safe custody

#### Book-entries

The customer's book-entry securities in the Finnish book-entry system are kept on a book-entry account in the customer's name. This account is maintained in an entry register in the bank's name in the book-entry register of Euroclear Finland Oy.

#### Foreign securities and account rights related them

The customer's foreign securities are entered by customer in the bank's books and records on foreign securities in its safe custody as account rights between the bank and the customer. Foreign securities corresponding to the account rights entered in the bank's books and records on foreign securities in its safe custody are kept through the bank's network of foreign sub-custodians.

As the account operator the bank is in charge of all communication with the customer, excluding instances when it is necessary for the Finnish Central Securities Depository Ltd to contact the customer directly: such exceptional situations are defined in greater detail in the rules of Euroclear Finland.

The bank keeps the documents on which entries and entry applications are based in a manner provided by law and the rules of Euroclear Finland Oy.

The bank has appointed a person with the necessary skills and authorisations to be responsible for compliance with the obligations related to the safe custody of customer assets.

#### Physical securities

Physical securities are kept in safe custody in the customer's name in the bank's vault, separately from the bank's own securities.

### 3.2 Management measures

In addition to safe custody, the bank will attend to the following measures concerning securities in custody:

#### Equities

- remit dividends received
- notify the customer of share issues
- make subscriptions according to the customer's instructions
- exchange counterfoils, share certificates and temporary certificates
- notify the customer of issues of convertible bonds, bonds with warrants and option rights, as well as public purchase and redemption offers and redemption demands, and perform the related measures as instructed by the customer
- notify the customer of mergers, demergers and exchanges of shares, and perform measures as instructed by the customer.

The bank will take care of dividend payments on physical shares in safe custody only if the share certificate has a dividend warrant against which the dividend is paid, or if the payment of dividend can be registered on the share certificate.

#### Government bonds, debentures and other bonds

- collect and pay to the customer matured yields and capital refunds as well as called-in government bonds, debentures and other bonds within the cover received from the issuer
- exchange subscription certificates for notes.

### Convertible bonds, bonds with warrants and option rights

- notify the customer of the expiry of a conversion right pertaining to a convertible bond and perform the related measures as instructed by the customer.

A notification will be sent or given in some other manner no later than (3) weeks before the final subscription/conversion period expires. The bank has no duty to disclose concerning convertible bonds that have been left into the book-entry account/safe custody after the notification has been made.

### Warrants

- transfer received remittances to the customer's account.

### Units in investment funds

- redeem and remit coupon-based dividends.

When an investment fund pays coupon-based dividends directly into the customer's account, the bank's management measures only comprise custody.

### Commercial papers and other certificates of deposit

- receive interest and capital payments and transfer them to the customer's account.

With regard to book-entry securities, the bank will perform the aforementioned measures or corresponding duties concerning those securities that have been transferred to the book-entry system and entered in a book-entry account.

The bank will attend to the conversion of the securities in its safe custody into book-entry securities that are registered in the customer's book-entry account.

The bank will receive remittances pertaining to book-entry securities on behalf of the customer.

With regard to other securities, the bank will only keep them in custody.

### 3.3 Other measures

If the customer has not replied within the time limit to a query sent by the bank concerning a share issue with a subscription price, the bank is entitled, but not obliged, to sell the subscription rights. If the share issue does not involve the payment of a subscription price, bonus shares are subscribed for to the extent permitted by an even number of subscription rights. The bank is entitled, but not obliged, to sell any subscription rights in excess of this even number.

The bank is entitled, but not obliged, to take measures other than those separately stated in these terms and conditions when they are necessary in order to maintain the customer's rights.

When necessary, the bank is entitled to enter an endorsement on securities on behalf of the customer and to receive remittances.

The bank is entitled to open a separate book-entry account/safe custody for book-entry securities/other securities that are subject to pledging, distraint, seizure or other precautionary measure taken by the authorities.

### 3.4 Nominee registration

Book-entry securities owned by a foreign customer are registered in the customer's name, unless the customer requests that the book-entry securities be nominee registered into a separate book-entry account. If the customer requests nominee registration for only some of his book-entry securities, a separate book-entry account is opened for this purpose. The customer must sign a separate written consent for the nominee registration.

In order to be able to attend shareholders' meetings and exercise the right to speak and vote, the shareholder must be registered in the temporary shareholders' register maintained by Euroclear Finland Oy.

### 3.5 Money market instruments

A separate book-entry account must be opened for money market instruments that are incorporated in the Finnish book-entry system.

If the customer is not a corporation exempted from tax-at-source on interest income or from tax withholding, only bonds with an original life of more than one year can be entered in the book-entry account, unless otherwise agreed with the bank in writing.

### 3.6 Settlement orders submitted to the bank

When settling securities transactions, the bank may use real-time settlement in the case of securities and cash entries, and also contractual settlement in the case of cash entries.

Real-time settlement means that the bank makes the securities and/or cash entries in accordance with the company's settlement order once the transaction has been executed in the market place. Contractual settlement means that the bank makes the cash entries for the settlement on the trade settlement date regardless of whether the transaction has been executed in the market place.

If a contractually settled transaction is not executed, if it is cancelled, or if it cannot be settled for a reason independent of the bank, the bank is entitled to cancel the cash entries made to the accounts without the customer's consent. The bank is also entitled to cancel any foreign exchange trades related to a contractually settled transaction by executing counter-trades at the price of the moment of cancellation.

## 4. Foreign securities

Foreign securities and account rights related to them are primarily subject to the terms stated under this clause and the other terms and conditions referred to in this agreement, insofar as they are not in conflict with the terms under this clause. The terms under clauses 3.2 Management measures, 3.4 Nominee registration and 3.5 Money market instruments shall not, however, apply to foreign securities and account rights related to them.

### 4.1 Foreign securities and account rights related them

The securities are kept in safe custody by a foreign bank, fund management company or custodian (hereinafter 'sub-custodian') selected by the bank. The customer's foreign securities are usually kept in safe custody in accounts of a foreign sub-custodian to which local legislation is applicable. Customers' account rights related to foreign securities may for this reason be different than their rights related to domestic securities.

The bank has a right to set market-specific and product-specific restrictions. Physical securities shall not be handed over to the customer. Foreign securities are not generally registered abroad under the customer's name but under the name of the bank or sub-custodian in customer fund accounts. This means that in a possible bankruptcy situation or other insolvency situation foreign securities owned by the customer cannot necessarily be separated. In the bank's books and records on foreign securities in its custody, the customer's foreign securities and account rights related to them are itemised as belonging to the customer's assets.

The customer's foreign securities can be kept in safe custody in a joint account governed by foreign legislation, in other words, in an account where the securities of several parties and/or the bank's or the sub-custodian's securities are kept. The customer's right to the securities kept in safe custody in a joint account can be a proportional right on the basis of the number of securities in relation to the assets kept in the joint account, or it can consist of another co-ownership right based on foreign legislation. This may have an effect, for example, on determining distribution quota in corporate events and in the separation of funds in a possible bankruptcy or other corresponding insolvency situation and in connection with possible errors in the settlement of trades.

If the bank also gives its own securities as collateral for the customer's trades, the bank is entitled to hold the customer's securities as collateral.

If collateral given by the bank on behalf of the customer is not sufficient to perform both the bank's and the customer's trades, the bank is entitled to choose which trades are performed. The foreign sub-custodian may also have a right of set-off or a right concerning the collateral of the securities in question. The customer's securities kept in safe custody in a joint account may be subject to the right of set-off or a right concerning collateral based also on other obligations than those of the customer.

If a cash transaction related to the clearing of securities trading, yield payment or other corporate event is made in some other currency than the currency of the customer's cash account, the bank concludes the necessary foreign exchange trades and credits the transaction in the currency of the customer's cash account, unless otherwise agreed. The customer is liable for any foreign exchange costs related to a corporate event or cash payment and bears the risk arising from the fluctuation of exchange rates.

#### **4.2 Foreign securities traded in a regulated market place in Finland**

For the purposes of trading taking place in Finland, securities are registered at the issuer's local securities depository under the bank's name on behalf of the customer or at Euroclear Finland Oy under the customer's name.

#### **4.3 Management measures regarding foreign securities**

The bank will execute the management measures stated in clause 3.2 in these terms and conditions for securities traded outside the regulated market of Nasdaq Helsinki Ltd only if notified of the date of the measure well in advance in the Official Journal, in a national daily newspaper or separately by the issuer of the security in writing, and the bank has accepted to execute the management measures in question. The bank is not liable for any management measure of which it has not received a notification in the manner set out above. The execution of the management measures may deviate significantly from the decision or management measure announced by the issuer of the security.

#### **4.4 The bank's right to act on advance information received from a sub-custodian concerning a corporate event or payment**

The bank is entitled, but not obliged to execute a corporate event or credit a payment to the customer's cash account based on advance information received from a sub-custodian. If a payment received from a sub-custodian or other remittance related to a corporate event deviates from the advance notification, or if the bank for a reason independent of the bank does not receive the corresponding assets from the sub-custodian at the time mentioned in the advance notification, the bank is entitled to make the necessary corrections to the customer's accounts.

The bank is entitled to charge the expenses and costs related to the above-mentioned event to the customer's cash account.

#### **4.5 The bank's right to make corrections**

If the customer has received an incorrect or ungrounded remittance (in excess or too little), the bank is entitled to correct the remittance by crediting or debiting the customer's cash account or book-entry account/safe custody and execute any necessary foreign exchange trades related to the aforementioned measures.

The bank is entitled to charge the costs related to the aforementioned event to the customer's cash account.

#### **4.6 Information to shareholders**

A foreign sub-custodian is liable to deliver shareholder information to the bank. With respect to shareholder information the bank receives from a foreign sub-custodian, the bank will send to the customers such information that requires action by them. The bank will also attempt to deliver such information it has received from the sub-custodian so late that the information cannot be delivered to the customer within the time limit given for the customer's order to be realised. The bank is not liable for the correctness of the information sent by a foreign sub-custodian. The bank has no separate notification liability if the issuer, sub-custodian or some other party takes responsibility for passing on shareholder information.

The bank is not liable to forward to the owner of a security information on an event which has been notified to the bank as information only and which the foreign sub-custodian does not forward either to the issuer, to the party organising the event or to a corresponding party (for example, class actions).

#### **4.7 Orders concerning corporate events**

The bank will notify a time limit concerning a corporate event by which the customer must deliver his order concerning the event to the bank.

The bank is entitled to restrict choices related to corporate events.

The bank will transmit the order to the sub-custodian to be realised. The bank is not responsible for the realisation of the order.

A calculation of distribution quota related to corporate events executed by a sub-custodian or a matter attributable to market rules may affect the remittance the customer receives on the basis of the corporate event.

If the customer does not give an order to the bank concerning a corporate event within the time limit set by the bank, the bank is entitled but not obliged to take action.

Orders concerning corporate events given by the customer are always binding unless the sub-custodian accepts the customer's cancellation.

#### **4.8 Remittances related to corporate events**

The bank will transmit remittances related to corporate events (hereinafter 'payments') to the customer's cash account, unless otherwise agreed. Tax will be levied on payments if applicable taxation regulations so provide, and possible fees charged by the sub-custodian or some other party will be deducted from payments.

Payments are entered in the customer's cash account no later than on the tenth (10<sup>th</sup>) banking day after the sub-custodian's notification of arrival of the payment has reached the bank and the payment has been entered in the bank's account. If the payment is in another currency than the euro, it will be transmitted converted into euros according to exchange rates used in foreign exchange trading, unless otherwise agreed in writing.

Debit entries to the customer's cash account or a corresponding account are entered according to the date on which the foreign sub-custodian has notified them or as foreign exchange regulations require.

Securities acquired in a corporate event are entered in the customer's safe custody no later than on the tenth (10<sup>th</sup>) banking day after the sub-custodian's confirmation of the registration of the securities in the bank's safe custody has arrived at the bank.

A corporate event taking place in foreign markets, for example, a share split, does not necessarily take place on the due date. The customer should take this into account in trading.

#### **4.9 Shareholders' meetings**

It is usually not possible for the customer to attend the shareholders' meetings of foreign companies. If such attendance can be arranged, the bank is entitled to charge the costs that it incurs from the shareholder's attendance and separately agreed fees from the customer's cash account.

#### **4.10 Yield payments**

Foreign currency denominated yields from securities and refunded capital are paid to the customers after conversion to the currency of the customer's cash account using the exchange rates applied in foreign exchange trading, unless agreed otherwise. Payments are entered in the cash account no later than on the tenth (10<sup>th</sup>) banking day after the sub-custodian's confirmation of the arrival of the money has reached the bank and the payment has been entered in the bank's account. Tax is collected on yields if so required by tax regulations.

Securities deriving from a yield payment are entered in the customer's safe custody no later than on the tenth (10<sup>th</sup>) banking day after the sub-custodian's confirmation of the registration of the securities in the bank's safe custody has arrived at the bank. Information on yield distributed in the form of securities is delivered to the customer only if, according to information received from the sub-custodian, the customer can choose whether to receive the yield as cash or as securities. If the amount of the customer's assets does not entitle him or her to choose securities, the customer shall bear any expenses and costs when the dividend is paid in cash.

#### **4.10.1 The bank's right to act on the basis of advance information from a sub-custodian concerning yield payments**

The bank is entitled but not obliged to execute yield payments on the basis of advance information given by a sub-custodian. If a payment received from a sub-custodian or other remittance related to a corporate event deviates from the advance notification, or if the bank for a reason independent of the bank does not receive the corresponding assets from the sub-custodian at the time mentioned in the advance notification, the bank is entitled to make the necessary corrections to the customer's accounts.

The bank is entitled to charge the expenses and costs related to the above-mentioned event to the customer's cash account.

#### **4.10.2 The bank's right to make corrections**

If the customer has received an incorrect or ungrounded remittance (in excess or too little), the bank is entitled to correct the remittance by crediting or debiting the customer's cash account or book-entry account/safe custody and make the possibly required foreign exchange trades related to the aforementioned measures.

The bank is entitled to charge the costs related to the aforementioned event to the customer's cash account.

#### **4.11 Legal defects**

The bank is not liable if shares registered for the purpose of trading at a local securities depository or Euroclear Finland Oy are encumbered by legal defects not previously known to the bank, such as a third party's ownership or lien.

#### **4.12 Transfer of book-entries and securities**

The bank must be notified without delay of all changes in ownership and of changes in information registered earlier. The bank, foreign issuers or local securities depositories are not liable to compensate for any forfeiture of rights resulting from failure to report transfer of ownership or changes in information registered earlier.

#### **5. Management account**

The customer must maintain a cash account at Nordea Bank Abp, into which dividends and other remittances are paid.

The customer authorises the bank to debit the cash account for payments concerning the administration of the safe custody holdings and for payment of the bank's service charges and fees.

The customer undertakes to ensure that sufficient funds exist in the account for payment of the aforementioned charges.

If sufficient funds do not exist on the date of payment in the account indicated for this purpose, the bank is not liable to execute the order.

If the cash account required in this agreement has been closed during the validity of the book-entry account/safe custody, the bank is entitled to open a new cash account for the measures indicated in the agreement or to terminate this agreement in accordance with clause 21. Validity and termination of the agreement.

#### **6. Service and other fees**

The bank charges service fees in accordance with the current tariff, in one or several instalments.

The tariff, which forms part of this agreement, is available at all branches of the bank.

In addition to the service fees payable to the bank, the customer is liable to pay any other fees and charges related to the services offered to the customer under this agreement, as well as any fees, payments and charges collected from the bank by Euroclear Finland Oy or other parties with respect to this agreement.

#### **7. Changes in the tariff**

The bank will notify the customer in writing of any fees that were not included in the tariff when the agreement was signed. New fees take effect from the beginning of the first calendar month following a full calendar month after the bank has sent notification of the change to the customer.

The bank publishes all increases in fees in its tariff. Changes take effect from the beginning of the first calendar month following a full calendar month after the change has been published in the tariff. The bank announces charges resulting from amendments in legislation or from authorities' directives in the manner indicated above.

If the customer does not approve the change, he must give written notice on the agreement before the change takes effect.

#### **8. Information sent to customer**

Unless agreed otherwise, the bank sends the customer notifications on entries in the book-entry account/safe custody at least once a month, provided that the entries have changed since the previous notification.

The notification is also sent to any other rights holders entered in the book-entry account if the decision concerns their rights.

The bank sends a statement indicating the assets that are in the book-entry account/safe custody at the end of the previous year no later than by the date laid down in legislation.

If the price information on a security kept in safe custody is not available on the market, the bank is entitled to present a reasonable estimate of the price information.

The bank is not separately liable to report measures based on the agreement if notification is provided by the issuer or its representative. The bank is not liable to report the termination of a warrant's exercise period. The bank will not send the customer a separate notification concerning purchases of subscription rights made during the subscription period of a share issue, or shares left into the book-entry account/safe custody during the period of action of purchase and redemption offers etc. Furthermore, the bank will not send the customer a separate notification concerning the execution of management measures, such as purchases of subscription rights made during the subscription period of a share issue, or shares left into the book-entry account/safe custody during the period of action of purchase and redemption offers etc.

The bank is not obliged to inform the customers of events which have been notified to the bank for information only.

The bank is entitled to forward information it has received from an issuer, a sub-custodian of the bank or other third party to the customer in the language in which the bank has received such information or in another language of its choice. The bank is not liable for the correctness of any translations or any damage arising from any errors in them.

The bank is not obliged to inform the customer of any class action lawsuits concerning a security that is or has been in safe custody even if the bank became aware of such lawsuits.

#### **9. Duty to make claims/duty to disclose**

##### **9.1 Customer's liability to make claims**

If the customer considers that the bank has acted in breach of these terms and conditions, the customer must submit a claim to the bank within thirty (30) calendar days of being informed of the relevant measure concerning the safe custody/book-entry account. The time limit is considered to begin as stated in clause 22. The bank's notifications.

If no complaint is made within this time, the customer is considered to have accepted the measure.

## 9.2 The customer's obligation to disclose

The customer is responsible for informing the bank of a change in his name, address, taxation status, nationalities, LEI or other customer information.

The bank is entitled to update the customer's address information on its own initiative using information from the population register or another reliable official source.

Customers must notify the bank of a change of their contact person.

The bank is not liable for losses resulting from the customer not notifying the bank of changes in the aforementioned information.

The customer also undertakes to inform the bank, if necessary, of the amount of proceeds received from the sale or redemption of securities held in safe custody if the bank cannot obtain such information otherwise.

## 10. Bank's lien

Assets in a book-entry account/safe custody and funds in a cash account stand as collateral for all the bank's fee and expense receivables concerning the book-entry account/safe custody and securities/book-entries in them, and for other receivables concerning the customer's orders and default interests on such receivables.

In order to secure its receivables concerning services offered to the customer, the bank is entitled to apply for its lien to be entered in the customer's book-entry account/safe custody and cash account as well as to enter a transfer prohibition in the book-entry account/safe custody.

If the customer does not pay the bank's receivable, the bank is entitled to realise a sufficient number of the customer's book-entries/securities at market price to cover its receivable after thirty (30) calendar days from the date the bank has informed the customer in writing that its receivable has fallen due. The period is calculated as beginning in the manner indicated in clause 22. The bank's notifications.

To ensure the fulfilment of obligations related to a securities trade to be settled, the bank has a right of lien on a book-entry security which, ensuing the trade, has been entered on a commission account referred to in legislation. What is said herein concerning book-entries must also be observed concerning sold and purchased securities transferred to a foreign sub-custodian, clearing house or clearing party for the purpose of clearing a securities trade and an account right related to them.

## 11. Customer's responsibility and liability to compensate

The customer must ensure that sufficient funds are available to the bank to perform the measures referred to in this agreement.

The customer engages to surrender to the bank at request documentation needed for performing measures required by this agreement.

The customer is responsible for compensating the bank for any damage caused by the customer not fulfilling his obligations under this agreement. Such losses include extraordinary expenses and work resulting from the breach of the agreement, sanction payments made by the bank and expenses due to exchange rate fluctuation.

The customer is also liable to compensate in full the amount of any loss and other expenses incurred by the bank from an unwarranted registration application leading to registration, made by the customer or his agent, or from the customer's refusal to grant permission to rectify an erroneous registration.

In order to avoid compensation liability, the customer is required to show that his agent's action was not negligent.

If a shareholding passes the flagging threshold (above or below), the customer is obliged to notify this directly to the party involved in a manner laid down by law and the market rules.

## 12. The bank's responsibility and liability to compensate

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

If a security held in custody by the bank disappears or is destroyed due to an eventuality considered the bank's fault, the bank will notify the customer thereof and acquire a corresponding security as a replacement. If this is not possible, the loss of the security will be indemnified at the market price valid on the day the loss became apparent.

The bank is entitled to annul the missing or destroyed security on behalf of the customer.

The bank is not liable for losses caused by a foreign sub-custodian's or a securities depository's or clearing centre's insolvency or bankruptcy, or losses caused by malfunctions in a foreign sub-custodian's systems. The bank is responsible only for exercising due care in selecting the sub-custodians it uses and for regularly assessing their activities. If the actions of a foreign sub-custodian result in damage to the customer, the bank will take action it deems reasonable to forward a claim for damages to the foreign sub-custodian if the customer demands it.

The maximum amount of damages is limited to the market value of the affected assets at the time the bank's error or negligence was, or should have been, detected.

The bank is not liable for losses resulting from any political, financial, legal or unforeseeable risks related to purchasing or owning securities or to trading in them.

The bank is not liable for any foreign exchange risks arising from changes in foreign exchange rates or from foreign exchange trading, nor is it liable for any interest expenses related to the customer's orders.

The bank is not liable for the correctness of information sent by an issuer or other third parties and/or possibly forwarded by the bank.

The bank is not obliged to inspect the authenticity, truthfulness, entry into force or binding impact of information provided by the owners of securities, sub-custodians or issuers, or documents or affirmations concerning these matters, or other similar matters.

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

## 13. Use of external help and disclosure of customer information

The bank has the right to use external help at its own risk in performing the measures referred to in these terms and conditions. In such cases, information about the customer may be disclosed only to a degree enabling the execution of orders.

Information concerning a book-entry account/safe custody is disclosed to the authorities only with the customer's consent or if so required by the law, official regulations, market rules or market practices of the relevant country. Additionally, the bank has a specific obligation to disclose information on customer assets held on the customer's behalf and on certain terms of safe custody to the Finnish Financial Supervisory Authority or other competent authorities, the administrator of a bankruptcy estate or restructuring proceedings, an execution authority or the Finnish Financial Stability Authority.

## 14. Minority

When the customer is a minor, this agreement is signed and terminated on behalf of the customer by both parents as joint supervisors of the interests of the minor.

Each parent is also separately entitled to issue the bank purchase, subscription and sales orders and instructions concerning measures pertaining to a minor's assets in a book-entry account/safe custody or assets entered in them, unless the bank is notified otherwise in writing.

The bank must be notified of changes in guardianship in writing.

#### **15. Other than written orders**

The customer must conclude a separate agreement in order to issue orders by, for instance, telephone, telefax or through Netbank.

#### **16. Examination and itemisation of securities committed to safe custody and reporting by the bank**

The bank has three (3) banking days to examine Finnish securities to be taken into safe custody.

Foreign securities are accepted into the customer's safe custody after the bank's foreign sub-custodian has checked and approved the securities. The bank will inform the customer separately of the acceptance.

The bank is not responsible for any liabilities that may mature before the securities are entered into safe custody.

Management ends when the customer is deemed to have asked the bank to transfer the securities.

The bank has the right to perform the necessary reporting on the securities insofar as required by MiFID II. The possibility of reporting requires that the LEI of a corporate customer or all nationalities or other personal identifiers of a personal customer are known to the bank. If the customer is represented by a proxy, the corresponding information on the proxy must also be made available.

If the customer's safe custody includes leveraged financial instruments or the safe custody is subject to business transactions related to contingent debt, the customer accepts that the bank will not provide instrument-specific reporting on these to the customer.

#### **17. Origin of the funds**

The customer declares that nothing suspicious or criminal pertains to the nature or origin of the funds that have been used for his orders or that he has placed in the book-entry account/safe custody and that the intention is not to obscure or hide the nature, origin or location of the above-mentioned funds or any disposition or rights pertaining to these funds.

If the bank has reason to suspect the origin of the funds on the basis of information provided or otherwise received by it, the bank is entitled to discontinue the business deal concerned immediately and to notify the National Bureau of Investigation's Money Laundering Clearing House, providing it with all information and documents which may have a bearing in examining the suspicions.

#### **18. The bank's right to discontinue measures/close an account**

The bank has the right to immediately discontinue a measure and close safe custody accounts, book-entry accounts and cash accounts when it has justified reason to suspect that the measure is being used for illegal activities or in a manner which may cause loss or risk of loss to the bank or a third party.

#### **19. Transfer of the entire book-entry account**

If the bank receives a pre-advance from Euroclear Finland Oy informing it that the customer's book-entry account is to be transferred to another account operator, this will be considered termination of the agreement by the customer, unless some assets remain under custody despite the transfer. In the latter case, the bank is entitled to open a new book-entry account for the customer in order to maintain the custody. These terms and conditions will be applied to the new book-entry account.

On request the bank is entitled and liable to surrender photocopies of the documents that serve as the basis of the account's valid entries to the account operator receiving the book-entry account.

The bank will try as far as possible to perform all measures mentioned under clauses 3.2 Management measures and 3.3 Other measures which have not been settled after it has received the pre-advance of the transfer of the account. The bank is entitled but not obliged to perform these measures if an order concerning them has been given or if their maturity has begun before the bank received the pre-advance of the account transfer.

A book-entry account transferred by Euroclear Finland Oy from another account operator to the bank cannot be used by the customer before the bank has finally received the book-entry account being transferred.

A book-entry account cannot be transferred if the account has been pledged and a transfer prohibition has been entered into the account at the request of the pledgee. The rules of Euroclear Finland Oy indicate some special instances under which account transfer is not possible. If the customer transfers his foreign securities to another account operator, the customer's account rights related to them towards the bank cease.

#### **20. Amendment of the agreement**

The bank has the right to amend these terms and conditions.

The bank will send a notification of such amendments to the terms and conditions that increase the customer's obligations or reduce the customer's rights in writing, in Netbank or through another permanent medium. The amendments will enter into force from the beginning of the first calendar month following thirty (30) calendar days after the notification was sent or the amendment has been published in the online service or through another permanent medium.

The agreement is considered valid in the amended form unless terminated by the customer at least five (5) banking days before the amendment enters into force.

The bank will inform the customer of changes in its prices and fees in its tariff.

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

The agreement is valid until further notice.

The customer has the right to terminate the agreement with a notice period of five (5) banking days from the date the notice of the termination reaches the bank.

The bank is entitled to terminate the agreement with a notice period of thirty (30) calendar days from the date the notice of the termination reaches the customer.

If the customer does not have a cash account referred to in clause 5. Cash account, the bank is entitled to terminate this agreement immediately. The book-entries in the book-entry account and other securities in safe custody will be transferred to another book-entry account/safe custody indicated by the customer after the termination of the agreement if the customer has paid to the bank all fees, expenses and other receivables related to the book-entry account, the book-entries and other safe custodies.

If the customer does not indicate another book-entry account or safe custody despite the bank's inquiry, the bank is entitled to sell the book-entries and foreign book-entries/securities in the book-entry account. The bank will sell the book-entries and foreign book-entries/securities in the book-entry account through a market place if possible and at the earliest after thirty (30) calendar days from the bank having notified the customer in writing of the customer's obligation to notify a new book-entry account/safe custody after the termination of the agreement or at the time the agreement is terminated. The period is calculated as beginning in the manner indicated in clause 22. The bank's notifications. The bank will pay the assets accrued from the sale to the customer's cash account after having deducted its receivables and costs arisen from the sale. The bank will send domestic securities in physical form to the address the customer has last notified to the bank unless the customer notifies the bank of a new address to which it can deliver the securities. The bank is entitled to act in the above-mentioned manner also when the agreement is terminated for some other reason than a notice given by either party.

If a book-entry account/safe custody has no assets and no entries have been made to it during a period of one year, the bank is entitled to close the book-entry account/safe custody.

The bank is not liable for any losses due to the possible expiry of time limits following the termination of the agreement. When the customer gives notice on the agreement, the bank is also not liable for losses due to any expiry of time limits during the notice period if the customer has not provided instructions for the said period.

The time-limits are calculated as beginning in the manner indicated in clause 22. Bank's notifications. Following the termination of the agreement, the book-entries in the book-entry account are transferred to another book-entry account indicated by the customer, provided that the customer has paid all fees and charges pertaining to the account and the book-entries.

## **22. The bank's notifications**

Unless otherwise proven, the customer is considered to have been notified and time limits are considered to begin on the seventh (7<sup>th</sup>) calendar day following the day the relevant notification was placed in the mail for delivery, or on the day the notification was given to a courier, or delivered to the Netbank service or another permanent medium where the customer has access to it.

If the customer resides abroad permanently, the notification is considered to have come to his attention fourteen (14) calendar days after it is sent, unless otherwise proven.

## **23. Recording of conversations and messages**

The bank has a statutory obligation to record conversations held or messages exchanged with the customer that are related to the offering of investment services and that lead, or may lead, to the reception, forwarding or execution of orders by the customer. The bank is entitled to use recordings of phone calls and other conversations as evidence in order to resolve possible disputes concerning an order.

The bank is obliged to surrender the recordings to the authorities upon request. Copies of the recordings of conversations held or messages exchanged with the customer are available upon request for a period of five (5) years, or at the request of a competent authority for a period of seven years.

## **24. Use of personal and customer data**

As a data controller the Bank processes personal data to deliver the products and services that are agreed between the parties and for other purposes such as to comply with laws and other regulations. For detailed information on processing of personal data, please review Nordea's privacy policy, which can be found by following this link [nordea.fi/en](http://nordea.fi/en) or 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, data portability, etc.

A customer that is a legal entity shall forward Nordea's privacy policy to the individuals whose personal data it discloses to the Bank.

The Customer's personal credit information may be used when drawing up agreements relating to investment services, or when executing the Customer's investment orders. Credit information is obtained from Suomen Asiakastieto Oy's credit information register.

In accordance with current legislation, customer data can be disclosed to, for example, a company located either in Finland or abroad that is part of the same domestic or foreign group or financial consortium as the Bank, or to another company that is legally in a position to have such data surrendered to it.

The Customer's data can also be disclosed to another service provider in order to identify the Customer, or to execute or identify a transaction, as long as the Customer uses that provider's service.

## **25. Force majeure**

Neither party to the agreement is liable for damage due to force majeure or for a similar reason resulting from unreasonable impediment to its operations.

The parties to the agreement undertake to notify each other of a force majeure in writing or in another verifiable manner. If the force majeure concerns the bank, the bank may publish the required notification in the national daily newspapers.

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

The settlement of any disputes concerning and arising from this agreement is governed by Finnish law.

Any disputes arising from this agreement will be settled at the District Court of Helsinki. However, personal customers whose domicile is in Finland are entitled to take legal action in the district court of their domicile.

If the bank so wishes, and if the customer is a consumer as defined by legislation, and if the customer consents to it, disputes can be settled by arbitration as laid down in legislation on arbitration. In such an event the bank is liable for the arbitrators' fees unless the legal action taken by the customer is clearly unfounded or the customer has objected to the suit.

These terms and conditions have been drawn up in Finnish, Swedish and English. Should there be a conflict between the language versions, the version drawn up in Finnish shall take precedence.

## **27. 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.

The bank is entitled to limit the services offered under this agreement to customers domiciled in the United States or other countries subject to restrictions without separate notice. The bank is entitled to terminate the agreement without the notice period set out in clause 21 if the customer moves to the United States or to another country subject to restrictions. The customer undertakes to notify the bank immediately if he moves outside Finland.