

# GENERAL TERMS AND CONDITIONS OF ACCOUNT AGREEMENTS

## I GENERAL TERMS AND CONDITIONS FOR ACCOUNTS

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## APPROVAL OF ACCOUNT TERMS AND CONDITIONS

These account terms and conditions have been approved by the Financial Supervisory Authority.

## I GENERAL TERMS AND CONDITIONS FOR ACCOUNTS

### Definitions

#### Value day

The value day is the reference point that Evli Bank uses when calculating interest on funds debited from or credited to the account.

#### Client

Client refers to the account holder, account holder's guardian or empowered guardian.

#### Payment service

Payment service refers to the execution of payment transactions as account transfers or fund transfers to a service provider's payment account. The client may use the payment service either for making or receiving payments.

#### Payment transaction

A payment transaction is a procedure by which funds are transferred, withdrawn or allocated for use, but does not include transactions involving the crediting of deposit interest.

#### Payment account

An account that is intended and can be used for the execution of payment transactions without any restriction on use arising from the account terms and conditions or the law.

#### Execution of a payment order

A payment order is an order, issued by the client to Evli Bank, to execute a payment transaction as an account transfer or as a fund transfer to a service provider's payment account. The execution of a payment order includes the measures taken by Evli Bank to process the order and execute the payment.

#### Payment instrument

Payment instrument refers to a user-specific method or procedure or combination of these, which the account holder, guardian or empowered guardian and Evli Bank have agreed to use for issuing payment orders. Payment instruments include electronic banking codes.

#### Banking day

Banking days are days on which Evli Bank is open and execute a payment transaction. Unless separately notified otherwise by Evli Bank, banking days in Finland are weekdays from Monday through Friday excluding the Finnish religious holidays, Finnish Independence Day (6 December), May Day, Christmas Eve, Midsummer's Eve and days that are otherwise not to be considered banking days.

#### Person opening the account

The person opening the account is the person who enters into

an agreement with Evli Bank about opening the account.

#### Person entitled to access the account

A person entitled to access the account is a person whose right to control the account in accordance with section 4 of these account terms and conditions is based on his/her status as legal representative or on an authorization issued by the account holder.

#### Guardian

A guardian is the account holder's legal representative. Guardian status is based on the law (minors) or on the ruling of a local register office or court of law (adults who have been assigned a guardian).

#### Empowered guardian

In these terms and conditions, an empowered guardian refers to a person who, on the basis of a power of attorney confirmed by the local register office and entered in the Register of Guardianship Affairs, has a general authorization to take care of the account holder's financial affairs.

#### Person authorized to access the account

The account holder may authorize one or more people to access his/her account in accordance with these account terms and conditions by stipulating in a specific power of attorney the persons authorized to access the account and the scope of this authorization. This power of attorney may also be a specific power of attorney confirmed by a local register office.

#### Holder of entitlement to access the account

The account holder generally authorizes one or more persons in the account agreement to access his/her account in accordance with these account terms and conditions.

#### Account holder

Account holder refers to the person(s) to whom Evli Bank owes the funds in the account and who can control the account and the funds in the account in his/her preferred way, unless otherwise stated below. There may be more than one account holder.

#### Account transfer

An account transfer refers to the debiting of the payer's payment account, as prompted by the payer, in order to transfer funds to the payee's payment account.

Funds may be transferred to the client's account at Evli Bank only from another financial institution, and funds may be transferred from the account only to another financial institution; transfers may also be made within Evli Bank. Cash cannot be directly withdrawn from (withdrawal) or deposited into (deposit) the account.

For as long as Evli Bank is not a member of the payment transaction system used by Finnish banks, direct bank transfers cannot be made to the client's bank account at Evli Bank. Instead, transfers must be made using Evli Bank's payment transaction accounts with other banks in accordance with separate instructions issued by Evli Bank.

#### Account transaction

Account transactions are instances of crediting and debiting of the account that affect the account balance.

#### Place of business

Evli Bank's places of business are its web services and its office in Helsinki.

#### Contra account

A contra account is a bank account outside Evli Bank into which

outbound money transfers requested by the client are made, unless otherwise agreed with the client. Evli Bank may impose a restriction whereby outbound transfers can only be made to this contra account.

### 1. Account agreement

The following matters shall be agreed on in the account agreement:

- determination of interest rate
- rate of interest or applicable reference rate
- method of interest calculation
- interest payment date
- interest period
- other matters that may be agreed on the basis of these general terms and conditions.

For services connected with the account, the agreement terms of the service in question will also apply.

If the account includes a line of credit, the amount and terms of such credit shall be the subject of a separate written agreement.

#### 1.1 Concluding of agreement and opening of account

##### Written agreement

The person opening the account and Evli Bank shall enter into an account agreement either in writing or online using electronic banking codes.

An account is generally opened by the account holder. The account holder's guardian or empowered guardian may also agree with Evli Bank on opening an account for their client. Other persons may also, for gift purposes and with Evli Bank's consent, agree on opening an account on behalf of another person. If the account agreement is for the purpose of giving a gift, the gift giver may not reserve for himself/herself any access entitlement to the account.

#### 1.2 Information provided to Evli Bank

The person opening the account must provide Evli Bank with information on the account holder. The account holder must provide Evli Bank with information on persons who are to have access to the account. The person opening the account, the account holder and the person(s) entitled to access the account must provide their name, social security number, mailing address, place of residence and a specimen signature to Evli Bank.

If Evli Bank has previously received the information referred to above, it may use this information entered in its client register.

The account holder and the person(s) entitled to access the account must notify Evli Bank of any changes to the above-mentioned information. Evli Bank is also entitled to obtain such information from the Population Register Centre or from another corresponding public register.

#### 1.3 Communications between Evli Bank and the client

##### Consumer clients

If the client has been granted access to Evli Bank's web services, Evli Bank will make the information on payment transactions and other notifications regarding the account available electronically in the web services.

If the client has not been granted access to Evli Bank's web services, he/she will be entitled to receive information on payment transactions once per month free of charge by requesting it from Evli Bank, in which case Evli Bank will supply the information in writing at its place of business or in another permanent manner to be agreed on with the client. Evli Bank will send other notifications regarding the account to the client in writing or in a separately agreed manner electronically. If the client starts using Evli Bank's web services, Evli Bank will subsequently make the information on payment transactions and other notifications regarding the account available to the client only in electronic form in the web services, and in this case Evli Bank will have the right to collect a fee in accordance with its price list if information is also provided to the client by means other than the web services.

Information on payment transactions will be provided once per month, unless otherwise separately agreed. Evli Bank will be entitled to collect a fee in accordance with its price list for information that is provided more often than once per month or by means other than that agreed on.

##### Non-consumer clients

If the client has been granted access to Evli Bank's web services, Evli Bank will make the information on payment transactions and other notifications regarding the account available electronically in the web services.

Information on payment transactions will be provided once a month, unless otherwise separately agreed. Evli Bank will be entitled to collect a fee in accordance with its price list for information that is provided more often than once per month or by means other than that agreed on.

If the client has not been granted access to Evli Bank's web services, Evli Bank will provide the information on payment transactions once a year by sending this by mail or by making it available to the client in another agreed manner. Evli Bank will send other notifications regarding the account to the client in writing or in a separately agreed manner electronically. If the client starts using Evli Bank's web services, Evli Bank will subsequently make the information on payment transactions and other notifications regarding the account available to the client only in electronic form in the web services.

##### Provision of information

The information on payment transactions provided in the web services will be available to the client for at least one year following the provision of the information. Evli Bank will have the right to charge a fee in accordance with its price list for the provision of information older than this.

When Evli Bank provides information on payment transactions or other notifications regarding the account in its web services, at its place of business or by mail, the account holder or other person will be deemed to have received the information or notification no later than on the seventh day after the information was made available or sent.

The client will send Evli Bank notifications regarding these terms and conditions in writing or in another manner agreed separately. Evli Bank will be deemed to have received the notification no later than on the seventh day after it was sent.

Finnish, Swedish or English may be used during the contractual relationship as agreed with the client.

#### 1.4 Telephone banking and storage of messages

Evli Bank has the right to store information regarding client communications and transactions in its information systems and to record any telephone conversations with the client that relate to its operations, and to store any electronic messages exchanged between Evli Bank and the client. The content of an ambiguous order submitted or trade made by telephone will be decided on the basis of the recording.

Evli Bank may require clients to identify themselves using an identification method employed by Evli Bank.

#### 1.5 Right to receive details of the terms and conditions and the prior information during the contractual relationship

The account holder, account holder's guardian or empowered guardian may request the terms and conditions of the account and the prior information related to the account from Evli Bank during the contractual relationship free of charge in writing or in another permanent manner agreed separately.

#### 2. Rights of a legally competent account holder

##### 2.1 One account holder

The account holder controls the account. The account holder may decide on the use of the funds in the account and on the persons entitled to access the account, and may agree with Evli Bank on changes to the account agreement and closing the account.

**Pledging of account funds**

The account holder may pledge funds in the account. The pledgee must notify Evli Bank about the pledge in order to perfect its security interest.

**Payment instruments**

Payment orders regarding the account may be issued using payment instruments approved by Evli Bank. Evli Bank and the account holder shall agree separately on the payment instruments to be issued to the account holder and to person(s) entitled to access the account, unless otherwise agreed in the account agreement. When an account is closed or access revoked, Evli Bank will also have the right to close the payment instruments related to the account.

**2.2 Two or more account holders**

If there are two or more account holders, each account holder will be entitled to have independent access to the account and to the funds in the account using the payment instruments agreed on with Evli Bank and to make decisions regarding the account, unless otherwise agreed in the account agreement. However, changes regarding the account ownership right cannot be made without the consent of all the account holders.

If it is agreed in the account agreement that the account holders can only use the account jointly, then decisions regarding the account can only be made with the consent of all the account holders.

If one of the account holders wants to prevent the use of an account, Evli Bank must be notified of this, in which case Evli Bank will have the right to prevent the use of the account. In this case, the account may only be used jointly by all the account holders.

**Closing of the account**

An account cannot be closed without the consent of all the account holders, unless the account has long been inactive and contains only a small amount of funds.

**Termination of account agreement in respect of one account holder**

Each account holder can independently withdraw from the account agreement by terminating the account agreement with respect to himself/herself in accordance with section 12 of these account terms and conditions.

**Pledging of account funds**

The account holders may only pledge account funds jointly. The pledgee must notify Evli Bank about the pledge in order to perfect its security interest.

**Entitlement to access the account**

The account holders can jointly decide on granting entitlement to access the account, unless otherwise agreed.

**Payment instruments**

Payment orders regarding the account may be issued using payment instruments approved by Evli Bank.

Each account holder shall agree separately with Evli Bank on the payment instruments with which the account holder will use the account, unless otherwise agreed in the account agreement. All the account holders shall jointly agree with Evli Bank on issuing payment instruments to persons entitled to access the account, unless otherwise agreed in the account agreement. When an account is closed or access revoked, Evli Bank will also have the right to close the payment instruments related to the account.

**Receipt of information**

Each account holder will be entitled to receive all the information on the account and on account transactions.

Evli Bank will provide the information referred to in sections 1.3 and 11 of these general terms and conditions free of charge and in the manner agreed only to the first account holder specified in the account agreement.

**3. Rights of an account holder supervised by a guardian**

A person whose interests are being supervised by a guardian may himself/herself enter into an account agreement with Evli Bank if his/her ability to function is not restricted. The account holder may only access the account in accordance with a notification by the guardian.

A legally incompetent person aged at least 15 can himself/herself enter into an account agreement and control funds that are paid to him/her on the basis of specific legislation or that he/she has earned through his/her own work.

**4. Rights of persons entitled to access the account****4.1 Rights of a guardian**

An account holder's guardian will control the account in the same manner as the account holder. The guardian will agree with Evli Bank on opening and closing an account, notify Evli Bank of who has access to the account and agree with Evli Bank on payment instruments. If there are two or more guardians, they will control the account and make decisions regarding the account jointly, unless the guardians and the bank have agreed otherwise or the duties of the guardians have not been differentiated by decision of an authority.

Both the guardian and the client are entitled to receive information on all the client's account matters. The guardian's right to receive information also applies to the client's account matters prior to the designation of the guardian. If a guardian is designated for the purpose of carrying out only a certain task, the guardian will only be entitled to receive information on account matters that are related to the task referred to in the designation.

**4.2 Rights of an empowered guardian**

An empowered guardian is entitled, along with the account holder, to agree with Evli Bank on opening and closing the account and on the right of access to the account and on payment instruments.

**4.3 Rights of a holder of entitlement to access the account**

A holder of entitlement to access the account may access funds in the account using the payment instruments agreed by the account holder and Evli Bank. When an account is closed or access revoked, Evli Bank has the right to close the account-related payment instruments of the holder of entitlement to access the account.

A holder of entitlement to access the account has the right to receive information on account transactions for the duration of his/her right of access. A holder of entitlement to access the account may not amend the account terms and conditions, enter into additional agreements related to the account, pledge funds in the account, terminate the account or transfer his/her right of access to another person or authorize another person to withdraw funds from the account, unless otherwise agreed.

**4.4 Rights of a person authorized to access the account**

A person authorized to access the account may, with Evli Bank's consent, access the account, control the account and receive information on account transactions within the limits of the account holder's authorization issued on the basis of a specific power of attorney. The authorized person may not transfer the authorization to another person, unless stated otherwise in the power of attorney.

**5. Overdrafts**

The account holder and person(s) entitled to access the account can use the account and/or payment instruments connected to it only within the limits of available funds or the applicable line of credit. If the account holder or a person entitled to access the account does not use the account and/or payment instruments connected to it in the manner stipulated above, Evli Bank will be entitled to post the amount owed in the account as a payable to Evli Bank falling due immediately. If the agreement violation is significant, Evli Bank is entitled to cancel

the account agreement with immediate effect.

For any overdrafts, the account holder is, in addition to the payable, liable to pay Evli Bank penalty interest, the fee for sending a reminder letter and any other fees and charges incurred in collecting the overdrawn amount, as laid down in the price list. In addition to the payable, Evli Bank has the right to collect these fees and charges from the account.

#### **6. Evli Bank's right to refuse account access**

Evli Bank has the right to refuse account access if

- Evli Bank has not been provided with the information referred to in section 1.2;
- the signature on a payment transaction does not match a specimen signature provided to Evli Bank;
- the person accessing the account cannot reliably establish his/her identity;
- the authorization does not satisfy Evli Bank's requirements;
- Evli Bank has reason to doubt the authenticity of the proof of identity presented by the person accessing the account; or
- Evli Bank has another reason to suspect that the account is being accessed improperly.

For security reasons Evli Bank has the right to restrict account access outside of Evli Bank's places of business.

#### **Closing of account**

Evli Bank has the right to close the account if:

- the account holder becomes bankrupt;
- the empowered guardian confirmed by the local register office and the account holder are unable to agree on use of the account;
- a guardian is designated for the account holder;
- the requirements for setoff under the Act on Credit Institutions have been satisfied;
- at least one account holder requires it; or
- Evli Bank has a reason to suspect that the account is being misused.

Evli Bank has the right to close the account if, despite a reminder, the account does not have funds to cover Evli Bank's fees and charges until such time as the account holder has paid to Evli Bank all the fees and charges pursuant to sections 5 and 10 of these account terms and conditions. Evli Bank will notify the account holder of the closure of the account after the account is closed.

#### **7. Crediting and debiting of account, value day**

##### **Debiting of account**

Evli Bank will execute payment orders on the agreed due date or upon receiving an order. If the agreed due date is not a banking day, it will be moved to the following banking day. If no due date has been agreed on, the date for executing payment orders received on a non-banking day or on a banking day after the times notified in Evli Bank's prior information will be the following banking day.

If the payer's and payee's accounts are at Evli Bank, a euro-denominated payment order issued with a payment instrument that is received on a non-banking day will be executed no later than the following banking day.

The value day for debiting an account is the day on which the amount of a payment transaction is debited from the account or, if the debiting date is not a banking day, then the value day is the banking day following the debiting date.

##### **Crediting the account**

The amount of a euro-denominated payment transaction carried out in real time within Evli Bank will be credited to the payee's account on all weekdays.

The amount of a euro-denominated payment order carried out between banks or bank groups will be credited to the account holder's account immediately on the banking day on which the funds are paid to Evli Bank's account and Evli Bank

receives the information required for crediting the funds to the account holder's account.

The value day for crediting an account is the day on which the amount of a payment transaction is paid to Evli Bank's account. If the crediting date is not a banking day, the value day for crediting is the banking day following the crediting date.

#### **Orders requiring currency conversion**

If executing a payment order requires currency conversion, an order will be deemed to have been received once the currency conversion has been made. In order for a currency transaction to be carried out, the day in question must be a banking day both in Finland and in the currency's country of origin.

If the original amount of the payment order is denominated in an EEA currency, the funds will be credited to the account holder's account immediately on the banking day on which the funds are paid to Evli Bank's account and Evli Bank receives the information required for crediting the funds to the account holder's account and the necessary currency transactions have been carried out. In this case the value day for crediting an account is the banking day on which the necessary currency transactions were carried out.

If the original amount of the payment order is not denominated in euros or an EEA currency, the funds will be credited to the account holder's account no later than two banking days after the funds have been paid to Evli Bank's account and Evli Bank has received the information necessary to credit the funds to the account holder's account and the necessary currency transactions have been carried out. In this case the value day for crediting an account is the banking day on which the funds are credited on the account holder's account.

#### **8. Reference rate**

If the deposit interest paid on the funds in the account is tied to a reference rate, the deposit interest will be determined on the basis of the reference rate and margin and will be subject to the following terms:

##### **8.1 Determination of reference rate**

###### **General reference rates**

Determination of the value of money market reference rates and their quotation are based on prevailing international practices.

As the reference rate daily quotation changes, so too does the account reference rate, changing by an amount equal to the change in the reference rate value. If the inspection day is a day on which the reference rate is not quoted, the value of the reference rate on the previous quotation day is used. Evli Bank does not notify account holders separately of changes in reference rates. A decreasing reference rate cannot cause the account's interest rate to become negative.

###### **Evli Bank's own reference rate – Evli Prime**

On the day on which a change in the reference rate becomes effective, the account reference rate will change, by an amount equal to the change in the reference rate value. Evli Bank will not notify account holders separately of changes in the reference rate. The reference rate value valid at any given time will be given on Evli Bank's website.

A decreasing reference rate cannot cause the account's interest rate to become negative.

##### **8.2 Discontinuance or suspension of reference rate quotations**

If the quotation of the reference rate is discontinued or suspended, the reference rate applied to the account will be determined in accordance with any new reference rate regulation or decision or instruction of the authorities.

If there is no new reference rate regulation or decision or instruction of the authorities, Evli Bank and the account holder shall agree on the new reference rate to be applied to the account. If Evli Bank and the account holder cannot agree on a new reference rate before the end of the interest calculation

period, the reference rate in force before the discontinuance or suspension of quotation will be used.

If Evli Bank and the account holder cannot agree on a new reference rate within six (6) months of the end of the interest calculation period, Evli Bank will set a new reference rate in consultation with the banking supervisory authorities.

#### **9. Account transactions**

Evli Bank will post account balances, changes therein, and other account transactions in its accounting records, which shall be considered a reliable record of the status of the account holder's account in the absence of any proof to the contrary from the account holder.

#### **10. Fees and charges**

The account holder is required to pay any fees and charges related to the opening, use and maintenance of the account and to notices sent by Evli Bank, the amount of which will be based on Evli Bank's price list in effect at the time. Evli Bank has the right to collect these fees and charges from the account. The same also applies to analyses of the account carried out by request of the authorities.

##### **10.1 Sufficiency of funds to cover fees and charges**

The account holder is responsible for making sure that the account balance is sufficient to cover all fees and charges that Evli Bank has the right to charge from the account based on the account agreement, these general terms and conditions or some other commitment. Evli Bank also has the right to set aside funds in advance in the services referred to above.

##### **10.2 Posting Evli Bank's fees and charges when there are insufficient funds in the account**

If, in the circumstances referred to in section 10.1, the account lacks sufficient funds to cover Evli Bank's fees and charges, Evli Bank has the right to post the amount owed in the account as a payable to Evli Bank.

These fees and charges include

- 1) penalty interest, charges and fees pursuant to the account agreement, and
- 2) any other fees and charges based on other agreements between Evli Bank and the account holder and person(s) entitled to access the account or based on separate orders, which are to be charged to the account by agreement.

##### **10.3 Consequences of insufficient funds**

If the account has insufficient funds to cover the penalty interest and Evli Bank's fees and charges referred to in section 10.2, the account holder shall be required to pay to Evli Bank, and Evli Bank shall have the right to withhold from funds subsequently deposited in the account, the accrued penalty interest and any fees and charges in accordance with the applicable price list.

#### **11. Changes to account agreement, account terms and conditions, and price list**

Evli Bank will notify the account holder in writing or in a separately agreed manner electronically, of any changes to the account agreement, account terms and conditions, or price list. Such changes will take effect as of the date notified by Evli Bank, but no sooner than two (2) months after delivering the notification to the account holder. The account holder is deemed to have been notified at the time referred to in section 1.3.

The agreement as amended shall continue in force unless, before the notified date on which the amendments take effect, the account holder notifies Evli Bank in writing or in a separately agreed manner electronically that he/she objects to the change. The account holder has the right, before the notified date on which the amendments take effect, to terminate the account agreement with immediate effect in accordance with section 12 of these account terms and conditions. If the account holder objects to the amendments, the account holder and Evli Bank have the right to terminate this agreement in accordance with section 12 of these account terms and conditions.

#### **12. Validity, termination and cancellation of account agreement**

The account agreement shall remain in force until further notice, unless agreed otherwise.

Unless otherwise agreed in the account agreement, the account holder is entitled at any time to terminate the account agreement with immediate effect, in which case the transferable funds in the account must be transferred. Evli Bank is entitled to terminate agreements with effect two (2) months from the notice of termination, unless a longer period of notice is agreed in the account agreement.

Evli Bank is entitled to cancel an account agreement with immediate effect if the account holder or another person entitled to access the account has materially breached the obligations under the account agreement. Correspondingly, the account holder is entitled to cancel the account agreement with immediate effect if Evli Bank has materially breached its obligations under the account agreement. In this case, the funds in the account must also be withdrawn.

Evli Bank will send a notification of termination or cancellation to the account holder in writing or in a separately agreed manner electronically.

Evli Bank has the right to close the account once the termination notice period has expired or the account agreement has been cancelled in the manner described above.

All fees and charges related to the account at the time of termination or cancellation of the account agreement become due for payment immediately upon expiry of the account agreement's termination notice period or date on which the cancellation takes effect. Evli Bank must return the account holder's fees and charges that were paid in advance to the extent that these relate to the period following the date on which the termination became effective.

Any funds in the account at the time of its closure will be transferred by Evli Bank to a contra account of the client's designation at another credit institution or, if this is not possible, Evli Bank will hold them on behalf of the account holder. No interest will be paid on such funds.

Services related to the account will no longer be accessible after expiry of the account agreement's termination notice period or date on which the cancellation takes effect.

#### **13. Force majeure**

Neither contracting party shall be liable for any loss or damage if it can demonstrate that the fulfillment of an obligation pertaining to it was prevented for an unusual and unforeseeable reason over which it had no control and the consequences of which it could not have avoided even with all due care and attention. Evli Bank shall not be liable for any loss or damage if fulfillment of the obligations under this agreement would have been contrary to Evli Bank's obligations set out elsewhere in the law. Each contracting party is required to notify the other as soon as possible of any such force majeure circumstances. Evli Bank may place a force majeure notice in national newspapers or in comparable electronic media.

#### **14. Liability for loss or damage**

Evli Bank shall be liable for any direct and consequential loss or damage incurred by the account holder in accordance with sections 14.1, 14.2 and 15.

Evli Bank shall also be liable to compensate the account holder for any lost interest caused by Evli Bank's error or omission. Evli Bank will return collected service fees only to the extent that these relate to error or omission that caused the loss or damage.

The account holder will not have the right to receive compensation from Evli Bank unless the account holder or person entitled to access the account notifies Evli Bank of the error within a reasonable time after observing it or being reasonably expected to have observed it.

However, Evli Bank shall not be liable for loss or damage if its obligation has been prevented by force majeure referred to above in section 13.

##### **14.1 Direct loss or damage**

Evli Bank shall be liable to compensate the account holder

for any direct loss or damage caused by Evli Bank's error or omission. Such direct loss or damage includes necessary costs incurred by the account holder in investigating an error.

#### 14.2 Consequential loss or damage

Evli Bank shall be liable to the account holder for any consequential loss or damage it has caused due to negligence when this concerns a procedure that contravenes obligations set out in the Payment Services Act or agreed in the account agreement on the basis of the Act. In this case, loss of income caused by Evli Bank's erroneous procedure or measures arising from this, other loss or damage arising from an obligation based on another agreement and other comparable loss or damage that is difficult to predict are deemed to be consequential loss or damage. However, Evli Bank shall not be liable for any error in carrying out a payment order or for consequential loss or damage arising from omission.

Evli Bank can, furthermore, only be liable for such consequential loss or damage that has a causal relationship with Evli Bank's action that was contrary to the law or the agreement and that was reasonably foreseeable by Evli Bank.

Evli Bank cannot invoke limitations of liability if Evli Bank or someone for whose actions it is responsible has caused the loss or damage willfully or through gross negligence.

#### 15. Limiting loss or damage

A client suffering loss or damage must undertake reasonable measures to limit the loss or damage. If failing to do so, he/she alone shall be responsible for loss or damage in this respect. Any compensation that becomes payable by Evli Bank on the basis of action that was contrary to the law or the agreement can be adjusted if it is unreasonable in view of the reason for the infringement, the client's possible contributory negligence, consideration to be paid for a payment service, Evli Bank's opportunity to foresee and prevent the occurrence of the loss or damage, and other circumstances.

#### 16. Out-of-court legal remedies

The client may submit disputes regarding the general terms and conditions of accounts and regarding account agreements for settlement by the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or to the Banks Committee that operates in connection with it, or the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)). The client may also notify the Financial Supervisory Authority of Evli Bank's actions ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)).

#### 17. Supervisory authorities

Evli Bank's operations are supervised by the Financial Supervisory Authority ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)) and in consumer-related matters also by the consumer ombudsman ([www.kuluttajavirasto.fi](http://www.kuluttajavirasto.fi)).

The contact information of the Financial Supervisory Authority is as follows: Financial Supervisory Authority, P.O. Box 103, FI-00101 Helsinki, tel. +358 (0)10 831 51 (switchboard).

The contact information for the consumer ombudsman is: Consumer Agency, Haapaniemenkatu 4 A, 7th floor, P.O. Box 5, FI-00531 Helsinki.

#### 18. Legal venue and applicable law

Disputes between the parties arising from this agreement shall be settled in Helsinki District Court. However, clients that are deemed to be consumers as referred to in Chapter 1(4) of the Consumer Protection Act have the right to bring an action in the district court of the Finnish municipality in whose jurisdiction the client has a domicile or permanent residence. If the account holder does not have a residence in Finland, disputes shall be settled in Helsinki District Court.

This agreement shall be subject to Finnish law.

#### 19. Disclosure of information

Evli Bank has the right to submit information regarding the client as permitted by the legislation in force at the time.

#### 20. Protection of deposits

Funds in this account are protected by the deposit guarantee arrangements in force at any given time and to the extent laid down by law. More information on the deposit guarantee is available at [www.evli.com/clientinformation](http://www.evli.com/clientinformation).

#### 21. Information on the service provider

Evli Bank Plc  
Aleksanterinkatu 19 A, P.O. Box 1801  
FI-00101 Helsinki  
Telephone +358 9 476 690 (switchboard),  
Fax +358 9 4766 9353  
E-mail [www.evli.com](http://www.evli.com) (click "contact request")

Evli Bank is entered in the Trade Register maintained by the National Board of Patents and Registration of Finland under the business ID 0533755-0.

Evli Bank is a Finnish commercial bank that has a credit institution license in accordance with the Act on Credit Institutions. The license covers investment and auxiliary services referred to in the Act on Investment Firms.

## II GENERAL TERMS AND CONDITIONS FOR TIME DEPOSITS

#### 1. Definition of a time deposit

Evli Bank will accept time deposits from the client in a separate account for withdrawal without notice at the end of the predetermined time period.

A separate deposit confirmation will be issued on time deposits, and the applicable parts of the above general terms and conditions of account agreements will also apply to such deposits in addition to the account agreement and these general terms and conditions for time deposits. Should there be a conflict between these general terms and conditions for time deposits and the general terms and conditions for account agreements, the former shall take precedence in respect of time deposits.

The deposit period runs from the opening of the deposit account to the maturity of the deposit.

The deposit interest rate is set at the time the deposit is made and interest will be calculated from the deposit date to the maturity date, excluding the day of maturity.

#### 2. Making a time deposit

The client may make a time deposit at Evli Bank either in Evli Bank's electronic services using the client's identifiers or personally at an Evli Bank office or by telephone or in another way indicated by Evli Bank. A time deposit account is always connected to the client's bank account at Evli Bank specified in the account agreement.

#### 3. Deposit confirmation

Confirmations concerning the making and termination of deposits are issued by e-mail and/or at the place of business.

#### 4. Information included in the deposit confirmation

The information given in the deposit confirmation concerning a time deposit will include the following details on the time deposit:

- deposited principal
- deposit starting date
- deposit maturity date
- currency
- interest rate
- method of interest calculation

#### 5. Price List

Evli Bank's price list in effect at any given time shall apply to time deposits.

#### 6. Maturity of deposit and payment of interest

The deposit matures on the maturity date at the end of the deposit period. If the deposit maturity date falls on a weekend or a holiday, the deposit will mature on the first banking day following the date of maturity.

Interest will be paid on the deposit maturity date. On deposits of more than one year, interest will be paid annually on the anniversary of the deposit opening date. If the interest payment date falls on a weekend or a holiday, interest will be paid on the first banking day following the maturity date. The matured deposit principal and interest will be paid into the client's bank account at Evli Bank in accordance with the deposit confirmation.

Any statutory taxes and charges applicable to the client, and Evli Bank's fees in accordance with its price list, will be taken account of in the amount of interest paid.

#### 7. Early withdrawals

If the client wishes to withdraw funds before the original deposit maturity, the date of withdrawal will be considered the maturity date and Evli Bank will have the right to charge the client an early withdrawal fee in accordance with its price list and to apply a new rate of interest to the new deposit period. The new level of interest will be calculated on the basis of the interest rate on the original opening date. Interest will be calculated on the deposit from the opening date to the early withdrawal date. Evli Bank will notify the client of the new interest rate on the date on which the early withdrawal is made.

#### 8. Changes to the terms and conditions of deposit

The terms and conditions of deposit may be amended in accordance with section 11 of the general terms and conditions of account agreements.

#### 9. Pledging

Funds in a deposit may be pledged as security. The pledgee must provide Evli Bank with a written notice of the pledge based on a proof of claim in order to perfect its security interest.

An account statement or account agreement will not serve as a proof of claim giving access to the account, and nor may they be pledged or assigned.

### III SPECIAL TERMS AND CONDITIONS FOR CURRENCY ACCOUNTS

In addition to what is stated above regarding the terms and conditions applying to Evli Bank's deposit accounts, the special terms and conditions set out below shall apply to currency accounts.

#### 1. Definition of currency account

A currency account is a bank account opened for the client for the purpose of making deposits denominated in a foreign currency, and into which Evli Bank receives deposits in the account currency specified in the account agreement.

#### 2. Exchange rate procedure

Evli Bank will determine the value of the exchange rate at any given time on the basis of market prices. When Evli Bank buys account currency from the client (withdrawal), the buy rate is used, and when Evli Bank sells account currency to the client (deposit), the sell rate is used. Evli Bank and the client may also agree on the value of the exchange rate for individual account transactions.

#### 3. Transfer of funds to contra account

In connection with money transfer requests made by the client from the currency account, the cash funds to be transferred from the currency account to the contra account will be converted into euros in compliance with the exchange rate procedure set out in section 2 of these terms and conditions, unless the contra account is in the same currency as the currency account.

#### 4. Currency risk

The client is aware of the risks caused by exchange rate fluctuations, and the client will have sole liability for these risks. In as much as measures affecting the currency account require the execution of currency transactions, Evli Bank will execute such currency transactions on behalf of the client. The client shall be liable for the expenses arising from the exchange of currency and will bear the risk arising from fluctuations in foreign currency rates that is associated with the measures taken.

#### 5. Account access restriction

Evli Bank has the right to restrict access to the currency account for a justified reason if:

- the regulations of the Bank of Finland or the central bank of the country of the account currency lead to restrictions on access to the account; or
- the account currency market or other conditions are such that Evli Bank cannot, within reason, acquire the account currency from the market or sell it to the market.

Once it is aware of this, Evli Bank will strive to notify the client of any restrictions on account access owing to the above-mentioned reasons without undue delay by providing notification on the matter in Evli Bank's web services.

#### 6. Fixed-term currency deposit

Fixed-term currency deposits will always be connected to a bank account in the same currency with Evli Bank. In other respects, the general terms and conditions for time deposits shall apply to fixed-term currency deposits.

#### 7. Taxability of exchange rate gains

Exchange rate gains on the currency account are taxable income for the client. The client will be solely responsible for notifying the tax authorities of exchange rate gains or losses in accordance with applicable law.