

# TERMS AND CONDITIONS OF THE DANSKE BENEFIT PROGRAMME

These terms and conditions will be applied to the agreement regarding the Danske Benefit Programme and Everyday Banking package for Danske Bank A/S, Finland Branch's (hereinafter the "Bank") retail customers. These terms and conditions of the Danske Bank Private Banking Benefit Programme were adopted on 25<sup>th</sup> of May 2018.

The products and services included in the customer's package will be agreed upon with separate product- and service-specific agreements, and product- and service-specific terms and conditions and price lists will be applied to them unless otherwise agreed regarding the prices in the Danske Benefit Programme agreement.

If there is a conflict between the different language versions of these terms and conditions, the Finnish version of these terms and conditions shall prevail.

## Participation

Retail customers who are at least 18 years old and who have an account at the Bank can participate in the Danske Benefit Programme (hereinafter "the Benefit Programme").

The customer can participate in the Benefit Programme either alone or as a household. Participating as a household requires that customers have the same home address and the customers are married, in a registered partnership or cohabiting.

The participation in the Benefit Programme will enter into force when the Bank has registered and approved the notification regarding the participation. The participation of a household will enter into force no sooner than when the Bank has registered and approved the notification regarding the participation of both customers. If a customer participates in the programme as a household, he/she will be in the Benefit Programme as an individual until the other customer also joins the Benefit Programme.

The terms and conditions apply to customers who participate in the Benefit Programme alone and those who participate as a household.

## Benefit levels

The customers participating in the Benefit Programme belong in one of the following four benefit levels: benefit level 1, benefit level 2, benefit level 3 or benefit level 4. The customer's or household's benefit level depends on the scope of the customer relationship.

In **benefit level 1**, the only requirement is that the customer has joined the Benefit Programme.

In **benefit level 2**, the scope of the customer's or household's customer relationship is at least EUR 10,000. If the scope of the customer relationship falls below EUR 10,000, but not under EUR 7,500, then the customer or household will stay in benefit level 2.

In **benefit level 3**, the scope of the customer's or household's customer relationship is at least EUR 50,000.

In **benefit level 4**, the scope of the customer's or household's customer relationship is at least EUR 150,000.

Benefits, services and prices vary based on the benefit level.

## Determining the scope of the customer relationship

In the terms and conditions, scope of customer relationship means the total of the customer's products and services as specified in greater detail in this section.

The scope of the customer's or household's customer relationship is determined in conjunction with registration, and after this on a monthly basis.

The average scope of the customer relationship in the past month is used as the basis for determining the scope of the customer relationship.

The following personal customer products are taken into account in determining the scope of the customer relationship:

- Deposits held at Danske Bank
- The market value of fund shares managed by Danske Invest Fund Management Ltd
- The market value of Mandatum Life Insurance Company Ltd's investment and pension insurance policies ordered through Danske Bank
- The residual book value of bonds held in custody accounts at Danske Bank
- The market value of securities held in custody accounts at Danske Bank
- The residual book value of financing agreements at Danske Finance
- The residual book value of bonds, interest-bearing balance of credit cards, the current balance of credit accounts and consumer loans at Danske Bank.

Each product's balance can be included just once. Assets on accounts that have at least two account holders, loans and credits with at least two debtors, and securities in custody with at least two owners, will be taken into account in determining the scope of the customer relationship divided by the number of owners.

Determining the scope of the customer relationship does not take into account:

- Products held in the name of minors;
- right of access accounts (e.g. guardian's account);
- agreements subject to debt collection and their balances.

#### Change of benefit level

If in the determination of the scope of the customer relationship it turns out that a customer or household meets the requirements for transfer to a higher benefit level, the transfer will enter into force from the first day of the month of the next calendar month after the determination of the scope of the customer relationship. The transfer will be made to the benefit level that corresponds to the determined scope of the customer relationship.

If, in the determination of the scope of a customer's or household's customer relationship, it is determined in four consecutive months that the requirements of the benefit level for that moment are no longer fulfilled, the customer or household will be transferred to a lower group that corresponds with the determined scope of the customer relationship during the fourth month of the period. The transfer will enter into force as of the first calendar month following the determination. Customers can see the scope of their valid customer relationship in the Bank's eBanking service. The Bank provides a written notification or notify the customer or household in a separately agreed electronic format when the customer or household has been transferred to another group.

When a customer is transferred from one benefit level to another, the prices, benefits and services of the new benefit level in question will automatically be applied to him/her. The benefits associated with each benefit level are presented in the Benefit Programme's list of benefits. The services, benefits and products apply to the benefit levels' customers or households in accordance with the list of benefits.

An up-to-date list of benefits is available from branches or via eBanking.

#### Rules applicable to households

If two customers who are participating in the programme as a household no longer live at the same home address due to work, study or similar reasons, they may continue in the Benefit Programme as a household for no longer than three years. However, the customers are required to notify the Bank of the matter.

If two customers have joined the programme as a household and one of them moves to another registered home address due to illness and/or old age, and the matter is notified to the bank, the move is not considered a move away from the shared home address. If a customer moves for another reason, for example divorce or end of cohabitation, or the other customer's agreement relationship with the Bank ends for some other reason, membership of the Benefit Programme as a household will end, and the customer will remain in the Benefit Programme as an individual.

The customer undertakes to notify the Bank without delay about changes related to the household.

**Permission to process information**

On joining the Benefit Programme, the customer accepts that the Bank may obtain the information required to determine the scope of the customer relationship in the manner described in the section entitled "Determining the scope of the customer relationship". The Bank uses the information to calculate the scope of the customer relationship, to determine the customer's or household's benefit level, and to determine the prices of services and products. Participating in the Benefit Programme and receiving benefits is subject to the customer's permission.

Customers that participate in the Benefit Programme as a household accept that the Bank may transfer to the other party of the household the necessary information regarding the scope of the customer relationship in the Bank and in other Danske Bank Group companies or in partner companies participating in the execution of the Benefit Programme.

When joining the Benefit Programme, the customer accepts that the Bank may transfer information regarding the customer's name, address, personal identity code, participation in the Benefit Programme, and which benefit level the customer belongs to, to companies in the Danske Bank Group, and to partner companies in the Benefit Programme. The recipients of the information use the information to grant discounts and benefits to which the customer may be entitled on the basis of participation in the Benefit Programme. The customer may cancel this permission.

Danske Bank Group companies refers to Danske Bank A/S, Finland Branch (Business ID 1078693-2) and other companies that belong to the same Group.

**Changes to the Benefit Programme**

Danske Benefit program and Every day banking package agreement and the related terms and conditions as well as the price list may be changed.

The Bank will notify the changes of the Benefit Programme's customer agreement, to the terms and conditions of the customer agreement, or to the Bank's price lists, in writing or using another electronic method separately agreed with the customer. Such changes will become valid on the date announced by the Bank, but not earlier than two (2) months after the notification was sent to the customer. Agreement will be continued with amended content unless the customer notifies the Bank that he or she objects to the changes by the notified effective date. The customer has the right to give notice to terminate the agreement immediately until the notified effective date of the changes. If the customer objects to the changes, the customer and the Bank have the right to give notice to terminate the agreement in accordance with these terms and conditions.

**Prices**

The prices of the products and prices of the Benefit Programme's benefit levels are presented in Danske Bank's price lists. Danske Bank's price lists can be amended in accordance with the terms and conditions of the Benefit Programme and also in accordance with the agreements and terms and conditions of products and services included in the Benefit Programme. When a customer is transferred from one benefit level to another, the prices of the new benefit level in question will automatically be applied to the customer.

When the Benefit Programme agreement terminates, prices in accordance with the Benefit Programme will no longer apply, and product- and service-specific price lists will be applied to the customer's products and services.

The Bank has the right to charge fees in accordance with Danske Bank's price lists, in accordance with section 12 of the General terms and conditions of accounts, and deduct them from the customer's account.

Danske Bank's price lists are available at the Bank's branch offices and on its website.

**Force majeure**

A party will not be liable for damage if it can prove that its fulfilment of a commitment was prevented by an exceptional and unforeseeable reason over which it had no control and the consequences of which it could not have avoided even with due care and attention. The Bank will not be liable for damage if fulfilling obligations based on this agreement would cause a breach of obligations set out elsewhere in the law.

The Bank will not be liable for damage caused by a strike, embargo, lockout, boycott, or other similar conditions even if this does not concern the Bank directly or if the Bank were itself involved.

Each party is required to notify the other as soon as possible of any such force majeure circumstances. The Bank can publish a notice of a *force majeure* in the national newspapers.

#### **Compensation liability**

The customer is not entitled to receive compensation from Danske Bank unless the customer notifies the Bank of a fault within a reasonable time after the customer identified the fault, or should have identified the fault.

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

The Bank will be liable to compensate the customer for any direct damage caused by the Bank's error or omission. Such direct damage includes necessary costs incurred to the customer in investigating an error.

#### **Consequential loss or damage**

The Bank is liable for any consequential loss or damage it has caused to the customer in case of conduct against obligations stipulated in the Payment Service Act or agreed upon in the account agreement on the basis of the Act. Such indirect loss is considered to include loss of income due to the Bank's erroneous conduct or due to measures caused by the Bank's erroneous conduct, loss caused by an obligation based on another agreement and other comparable loss that is difficult to predict.

The Bank may not refer to limitations of risk if the Bank or a party for whose conduct the Bank is responsible, has caused the loss intentionally or through gross negligence.

#### **Limiting loss or damage**

The customer 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.

#### **Validity, termination and rescission of the agreement**

The Benefit Programme agreement will remain in force until further notice.

The customer may terminate the agreement with immediate effect without a period of notice. The Bank has the right to terminate the agreement effective two (2) months after the termination. The notification is made as an eBanking customer message, or by some other method in writing.

Once the Benefit Programme agreement has ended as a result of termination, benefit level-specific prices and benefits in accordance with the Benefit Programme will no longer apply, and product- and service-specific price lists will be applied to the customer's products and services.

#### **Assignment**

The Bank has the right to assign the Benefit Programme agreement in full or in part, including all its rights and obligations, to a third party without consulting the customer. The customer is not entitled to transfer the rights or obligations under the agreement.

#### **Place of jurisdiction and applicable law**

The Danske Benefit Programme agreement and the terms and conditions of the Benefit Programme are governed by Finnish law.

Resolution of any disputes that may arise as a consequence of these terms and conditions shall primarily be sought through negotiation between the customer and the Bank. If no solution can be found in such negotiations or using out-of-court redress procedures, the dispute shall be settled in the district court in whose jurisdiction the Bank has its registered office or principal place of administration or in the district court of the Finnish municipality in whose jurisdiction the customer has a domicile or permanent residence. If the customer does not have a residence in Finland, disputes shall be settled in the district court in whose jurisdiction the bank has its registered office or principal place of administration.

#### **Out-of-court redress procedures**

The customer may also submit a dispute regarding these terms and conditions for settlement by the Finnish Financial Ombudsman Bureau or the Banks Committee that operates in connection with it, or the Consumer Disputes Board.

#### **Other terms and conditions**

The Benefit Programme agreement includes the extract from the price lists for the Danske Benefit Programme's Everyday Banking packages and the Benefit Programme's list of benefits.

The Benefit Programme agreement is subject to the general terms and conditions of accounts, which relate to the customer's account, in addition to these terms and conditions.

**Privacy notice**

We register and use data about you to offer you the advice and solutions, and to comply with the legal requirements that apply to us as a financial institution. You can read more about what data we register, how we use it and your rights in our privacy notice [www.danskebank.fi/privacystatement](http://www.danskebank.fi/privacystatement), which can also be provided in hard-copy for you. The notice also provides contact information if you have questions.