

TERMS AND CONDITIONS FOR MASTERCARD CORPORATE CARD CREDIT CARDS

Valid as of 1 January 2020

1. Scope

These Terms and Conditions for Mastercard Corporate Cards apply to the Credit Account granted by Danske Bank (hereinafter the "Bank") to a corporate customer and/or an employee of a corporate customer and the Mastercard Corporate Classic, Mastercard Corporate Gold and Mastercard Corporate Platinum credit card linked to it (hereinafter the "Card").

In addition to these Terms and Conditions, the

- General Terms and Conditions for Corporate Cards, if the Card is issued with the company being responsible for payment;
- General Terms and Conditions for Private Cards, if the Card is issued with the Cardholder being responsible for payment;
- Terms and Conditions for the company's account;
- Terms and Conditions for other services used valid at a given time shall apply to the Card and its use.

In the event of inconsistencies between the Terms and Conditions in different languages, the Finnish Terms and Conditions shall take precedence. In case of discrepancies between the above Terms and Conditions and the Terms and Conditions for Mastercard Corporate Credit Cards, these Terms and Conditions for Mastercard Corporate Card credit cards shall take precedence for the credit.

2. Granting a Mastercard Corporate account and card

A Mastercard Corporate account (hereinafter "Credit Account") and Card may be granted upon written application to a company operating in Finland (hereinafter "Account Holder") or a person employed by a corporate customer (hereinafter "Cardholder") who has a regular income, a fixed address, has managed his/her personal finances impeccably and has no credit defaults on record.

Upon the application of the Account Holder, the Card producing the right to use the Credit Account is granted to a person nominated when the Credit Account is opened or in writing at a later date (Cardholder).

By signing the application, the Account Holder and/or Cardholder confirms the correctness of the details stated in the application and undertakes to comply with the Terms and Conditions for the Card and the service charge list.

The agreement enters into force when the Bank has approved the application. As an indication of approval, the Account Holder and/or Cardholder receives a Card and a PIN. The Bank has the right to decline a credit account and card application without stating a reason.

3. Use of the card

The Card may be used as a means of payment at those service points in Finland and overseas that accept payments made with the Mastercard credit card. In Finland, the Card may be used in ATMs for cash withdrawals and other withdrawals and payments as notified by the Bank. Overseas the Card may be used for withdrawing cash from the Credit Account at ATMs included in the Mastercard system as well as service points authorised to accept the Mastercard Credit Card.

By signing the payment slip or using the Card with a PIN or other ID the Cardholder accepts the contract he/she has made and agrees to repay the debt arising from purchases, cash withdrawals or other charges to the Bank. The Cardholder is responsible for ensuring that the granted credit limit shall not be overdrawn. The Bank has the right to immediately cancel the use of the credit if the agreed credit limit is overdrawn. The Card must not be used if there are overdue claims in the Credit Account.

The Card is personal and it must be kept secure and separate from the PIN. More information on the Account Holder's and Cardholder's liability in connection with the Card being lost or stolen is provided in the section "Liability for unlawful use of the Card".

The Bank has the right to settle, from the Cardholder's Credit Account, the amounts owed to commercial or other enterprises that have arisen when the Cardholder has used the Card and that the Cardholder has accepted as payable with his/her signature or secret PIN. The Bank has the right to determine the thresholds at which verification is necessary for purchases and cash withdrawals, and the maximum levels of card usage allowed. The Bank has the right to decline individual purchases or cash withdrawals, within reason.

4. Credit limit

The Customer shall choose the credit limit in his/her application. The granted credit limit is shown on the invoice. The Bank is entitled to change the credit limit applied for.

5. Liability for payment

The Account Holder is liable for all transactions made with the Cards linked to the account and for fees and charges relating to use of the Cards. The Account Holder is liable for the Card transactions made by the Cardholder, even if the Cardholder's right to use the Card had already expired.

The Cardholder bears the liability for any Card Transactions made with a Card on Cardholder's Liability as well as the fees and charges on the use of the Card as provided in the General Terms and Conditions for Private Cards.

6. Interest on credit

6.1 Variable interest on Credit

The purchases, cash withdrawals, account transfers and other debits made during the invoicing period are non-interest-bearing until the due date, after which interest on the outstanding balance of the credit will be calculated in accordance with the credit agreement. That part of the invoice total that the Account Holder or Cardholder does not settle on the due date of the invoice constitutes an interest-bearing credit.

The total interest rate applied to the credit comprises the reference rate of interest agreed on in the Credit Agreement, and the margin. The value of the reference rate of interest is reviewed on interest determination days, which fall on the first day of March, June, September and December, to match the quotation of the three-month EURIBOR rate with a additional 6 percentage points. If the reference rate is negative, zero will be used as the reference rate value. If the interest determination day is not a banking day, the value of the reference rate of interest on the banking day following the interest determination day will be used as the reference rate. If the value of the reference rate changes on the interest determination day, the interest rate applied to the credit will change accordingly. Interest shall be calculated for the period between the final day of the non-interest-bearing period and the due date according to effective interest days using 365 as a divisor.

Any changes in interest rates will be applicable immediately with no advance notification. The changes in interest rates will be notified afterwards on an invoice or account statement issued once a month. The reference rates of interest are available at the Bank's offices.

The Cardholder is notified of the interest rate used for the interest period in connection with the invoice.

If Euribor is discontinued, the Bank will choose as a replacement reference rate, which is formally designated or recommended as the replacement for Euribor by the administrator of Euribor or any applicable authority or regulator.

If no replacement rate is designated for Euribor, the Bank will choose a reference rate. When choosing the replacement reference rate the Bank will, where reasonably possible, take into account relevant market precedents as well as the published recommendations and guidance from associations and public bodies involved in the establishment of market standards in the relevant markets.

If Euribor does not cease to exist but is materially change in Bank's reasonable opinion, the Bank will nominate a replacement for Euribor by using above mentioned principles.

If the discontinuance of Euribor is temporary or if Euribor otherwise becomes inaccessible, the Bank will nominate a replacement reference rate for this temporary period by using the above mentioned principles.

The replacement reference rate will apply from the moment where the Bank informs the Account owner and/or the Cardholder about the change.

6.2 Penalty interest

If the minimum instalment is not paid by the due date, the Bank has the right to charge interest for delayed payments for the time elapsed between the due date and the payment date. The rate of interest for delayed payments is 7 percentage points higher than the reference rate of interest referred to in section 12 of the Interest Act valid at the time.

However, the interest for delayed payments shall always be at least equal to the current interest rate applicable to the credit.

7. Invoicing and repayment of credit

The Cardholder shall be invoiced for purchases, cash withdrawals and account transfers made using the Credit Account, as well as the interest-bearing credit, credit and penalty interest and other charges set out in these Terms and Conditions and the service charge lists, in euro and separately for each account once a month.

The invoice shall show the total of the credit in use. When the Customer pays the whole credit in use by the due date, the new purchases are interest-free. The invoice shall also show the minimum instalment, which is the agreed minimum amount to be paid monthly. The minimum instalment includes the interest and any other applicable fees. Any overdue minimum instalment and any part of the invoice total that exceeds the agreed credit limit must be paid in addition to the agreed minimum instalment. The Cardholder may agree on changing the amount of the minimum instalment with the Bank.

The due date of the invoice is the due date specified in the Credit Agreement on which the Cardholder must make a payment amounting to at least the minimum instalment. If the due date is not a banking day, the due date shall fall on the next banking day. Payments are valid only as paid to the account in the Bank.

Complaints against the invoices shall be made in writing within a reasonable period, normally within seven (7) days from the receipt of the invoice. To make a complaint, the Cardholder must keep the verification received for the Card transaction.

The Cardholder has the right to pay amounts in excess of the minimum instalments specified in the Agreement or to settle the entire debt balance prematurely without incurring any expenses.

The Bank shall send the invoice and other notifications concerning the credit to the Cardholder or Account Holder to the address provided to the Bank or obtained from the Population Register.

Once the invoice or other notification has been mailed to the address as specified above, the notification is deemed to have been received no later than on the seventh (7) day from the mailing date.

8. Special grounds for termination of a Credit Agreement

If the Cardholder's or Account Holder's use of the Card does not conform to these Terms and Conditions and the breach of agreement is deemed to be material, the Bank has the right to terminate the Credit Agreement with immediate effect. If the payment of a payment period credit or minimum instalment is delayed by more than one month and remains unpaid, the Bank is entitled to declare the entire balance due.

Undue debt may also be declared due, in full, in the event that the Cardholder or Account Holder has given the Bank misleading or false information which may have affected the decision to grant the credit facility, or the Terms and Conditions for it, or if he/she is in other substantial breach of the Agreement or is declared bankrupt.

Such declarations of dues shall become valid within four (4) weeks of notifying the Cardholder, or, if the Cardholder has already been reminded of the delay or other breach of Agreement, after two (2) weeks of mailing the notification of making the credit due. If the Cardholder settles the balance of delayed payment within the time specified above or rectifies the condition that was in breach of agreement, the calling in of

the credit will be cancelled. Penalty interest as specified in section 6.2 shall be charged on overdue payments.

Even in the event that the Bank has not decided to call in the credit immediately upon becoming aware of the circumstances giving it the right to do so, the Bank shall retain the right to exercise this option.

The Bank reserves the right to transfer unpaid debt for collection by a third party. The Customer shall be liable for all unpaid debt and the expenses incurred in the debt collection process.

The Bank is entitled to notify and the registrar is entitled to record the non-payment of debt in the information register of default if at least three (3) weeks have elapsed since the Cardholder or Account Holder was sent a reminder stating the possibility of recording the failure to pay in the credit information register, and the payment is delayed more than sixty (60) days from the original due date stated in the reminder, or if the recording of such defaults in the register is otherwise permitted by law or a decision by the data protection authority.

9. Charges and fees

The Bank has the right to charge the Cardholder or Account Holder for Card and credit management charges and fees as determined in the Bank's service charge list or as separately agreed.

10. E-invoice terms

When the account holder agrees to the e-invoicing of their invoice, he or she authorises the bank to send the invoice as an e-invoice to the e-invoicing address determined by the company. The account holder must separately accept the e-invoice or retrieve it according to the material retrieval service agreed with the customer. The e-invoice contract for invoicing can be cancelled by giving notice to the bank, in which case invoices following the notice will no longer be sent as an e-invoice.

11. Right of amendment

The Bank is entitled to amend its services, the Terms and Conditions for the Credit Agreement and its service charge list as stipulated in the Bank's General Terms and Conditions for Cards.

12. Transferring the Agreement

The Bank shall have the right to transfer this Agreement with all its rights and obligations to a third party without consulting the Customer.

13. Notice of termination and cancellation of the Card Agreement

Notice of termination and cancellation of the Card Agreement shall be subject to the provisions of the Bank's General Terms and Conditions for Cards.

14. Validity of the Agreement

This Agreement is valid until further notice.