

# General terms and conditions of Digital fund advisor

#### 7 February 2025

#### 1 Introduction

Digital fund advisor -investment service is a self-serviced investment advice solution in which you can invest in an investment fund that matches your investment profile.

In this Digital fund advisor -service, Danske Bank buys, on your behalf, units in the investment funds you have chosen for all amounts deposited in the custody related cash account (custody cash account). Digital fund advisor is not individual portfolio management, but the content of the investment fund(s) selected is/are continuously adjusted and optimised by the fund's investment experts based on the risk profile and investment strategy of the individual sub-fund.

Digital fund advisor -service is offered by Danske Bank A/S, Finland Branch.

You can only use the service while you are a resident in Finland, and you have Danske Bank's bank identifiers.

If you move abroad, the provisions in the fund documents or local legislation may force us to make changes to your investment. These changes may result in that we will block your custody account and, in a worst-case scenario, will have to force sell your investments.

You cannot use the service if you are a resident of and/or liable to pay tax to the USA or are a US citizen.

By entering into investment service agreements and by using the Digital Advisor -service solution, you confirm that you have familiarised yourself with and accepted all terms and price lists applicable to the service.

#### 2 Digital fund advisor -service agreements

To invest in the Digital fund advisor service, you need an agreement on Danske Investment service, a Digital fund advisor -investment advice agreement and agreement on the custody cash account. These terms and conditions and all the terms and prices listed in the Danske Investment Services Agreement and the Digital Fund Advisor agreement apply to the Digital Fund Advisor -service, as well as the fund materials related to the investment funds you have selected.

In the event of discrepancies between the provisions of terms and conditions, the Digital fund advisor agreement and the associated terms and conditions shall prevail.

You must sign the agreements on the Digital fund advisor service and simultaneously you approve all terms and conditions of the service. An electronic signature is as binding as a physical signature.

You will not have the right to use the custody accounts or custody cash accounts associated with the Digital fund advisor service. The Bank has the right to remove your right to use the above accounts and custodies.

#### 3 Receiving digital documents

Digital fund advisor is a digital solution. This means that all communication between you and Danske Bank occurs digitally, and you will receive all documents and other information electronically. This includes for instance documents related to the funds and documentation of the digital advice you receive.

Therefore, it is a prerequisite for using this service that you can receive digital documents from Danske Bank to mobile bank and web bank. If you have not registered as a user of Danske Bank's electronic mailbox, you can do so in your mobile bank or web bank.

Documents submitted electronically have the same legal effect as documents by ordinary mail. This implies that you must open, and check documents sent to you digitally in the same way as ordinary mail.

If you want an alternative to digital advice and do not want to receive the documents digitally, please contact Danske Bank's customer service.



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#### 4 Processing of your personal information

When entering Digital fund advisor agreement, Danske Bank processes personal data about you. We do this to determine whether you can invest with Digital fund advisor and to comply with our agreement with you.

In addition, we process personal data to determine your investment profile. This involves information about the investment objective and time, your financial situation (including income, assets, and debt for the purpose of assessing your financial ability to bear the risk of investing), your investment experience and knowledge as well as what level of risk you are willing to accept and how you want sustainability to be reflected in your investment. We do this to comply with the requirements of legislation, including requirements for suitability assessments and investment advice according to MiFID II (Markets in Financial Instruments Directive of 2014).

The investment recommendation you receive is based on your investment profile. Based on the information you provide in Digital Fund Advisor, we assess which investment is best suited to your investment profile – and thus suitable for you.

The service gives an investment recommendation without any human intervention and is thus handled by automated processing (automatic decision-making). The general logic behind the automated process is that the system calculates your financial ability to bear loss. The ability to bear loss is crucial to qualify whether you are eligible to invest with the service. The system uses a mathematical formula based on information about your income, expenses, personal assets (value of savings, investments, and other major assets, such as real estate) and debt to make the calculation. Danske Bank regularly assesses the calculation to ensure that the limits and boundaries of the loss ability are calculated correctly.

The calculated ability to bear a loss is compared with your other information, particularly your risk preference, to give you a suitable investment recommendation. For instance, if you are willing to tolerate high risk but have a low ability to bear a loss, then we recommend an investment with a lower risk that matches your ability to bear a loss.

The investment recommendation is not binding, and the decision to follow our recommendation is always yours. If you do not want to follow the advice given in the recommendation, you cannot invest with Digital fund advisor.

If you do not agree with our investment recommendation, would like the recommendation to be reviewed or you do not want to follow the recommendation, please contact Danske Bank's customer service.

For more information about Danske Bank's processing of personal data, please see the bank's privacy notice. Read more here.

### 5 Mapping of customer relationship and suitability assessment

You understand that the advice is based on the amounts and information that you provide in the Digital fund advisor -service and that you are responsible for ensuring that the information provided is correct, complete and not misleading. Danske Bank is not responsible for providing advice based on incorrect information.

#### 6 Digital investment advice

Danske Bank offers digital, non-independent investment advice through Digital fund advisor -service. This means that the advice provided by Digital fund advisor is based on and limited to a selected range of investment funds offered and managed by Danske Invest Management A/S (hereinafter "DIMA"). DIMA is an investment management company of the Danske Bank Group.

Advice provided through the Digital fund advisor -service is automated and occurs without any human intervention. Our advisory services are based on your information about your financial situation, experience and knowledge, investment objective, your chosen investment time, your risk tolerance and sustainability preferences. The information and the answers you provide will have a direct impact on the investment recommendation you receive. In contrast to face-to-face and online customer meetings with an investment adviser, Digital fund advisor will not make any discretionary assessments of the information you provide. The Digital fund advisor -service is only to a limited extent able to ask follow-up questions. Hence, it is important that information that you provide is accurate, up-to-date, and correct. Our advice in the service is thus based solely on the information and amounts you specify and on the amount, you state that you want to invest.

Your investment profile is defined in the service. This means that we identify your investment objective, investment time, financial situation, risk and sustainability preferences and we will tell you about what an investment fund is. We will separately



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send a summary of your investment profile and a link to the most important information documents to web bank archive.

For the investment advice given, the Digital Fund Advisor will check if you have the necessary experience and knowledge of bond, equity and mixed funds, which will form your trading range. We confirm or have confirmed, either by a mandatory test and related learning material or based on previous assessments, that you have obtained the necessary experience and knowledge of bond, equity and mixed investment funds available through the service.

Digital fund advisor uses an algorithm (computer program) to collect information and provide advice when relevant. When Digital fund advisor assesses which investments are suitable for you, the assessment will be based on the information you provide to the service, and it is therefore important that information entered is correct, accurate and complete.

## 7 Updating of your information and adjusting your investment profile

As part of Digital fund advisor's investment advice, we encourage you to regularly update your information which forms the basis for your investment profile. We do this to ensure that your investment matches your financial situation, risk profile and investment time. If your circumstances have changed and you get an adjusted investment recommendation, due to the update of your information, you must adapt your investment according to the new recommendation. If you do not want to follow Digital fund advisor's investment recommendation and therefore do not want to benefit from the investment advice in the service, your Digital fund advisor agreement will be terminated. Before the agreement ends you can either

- enter into a Danske Trade Online agreement and your fund units will be transferred to a custody account attached to that agreement. After this you can buy and sell securities yourself without advice, or
- sell your fund units. If you do not sell your fund units, the bank will sell your fund units.

## 8 Payments and investments in the Digital fund advisor -service

In the Digital fund advisor agreement, an agreement is made to transfer funds from the custody cash account. In order to make a transfer, the amount of money must be deposited into the account. It is also possible to deposit money into the account later. The amount deposited is automatically be used for invest-

ments in the agreed fund as described in the Digital fund advisor agreement.

When the balance in the custody cash account represents the minimum amount of the product EUR 10, Danske Bank will initiate the purchase order no later than three [3] business days later. Danske Bank may keep a small residual balance in the account to prevent unarranged overdraft due to rounding when buying fund units in the investment service (price fluctuations and similar events). Each individual purchase order is regarded as having been placed by you on the business day on which the balance in the custody cash account represents the minimum amount of the product.

If the fund, which you have chosen, merges into another fund, your orders will be automatically transferred to the receiving fund in the merger.

If you decide to withdraw money from the custody cash account, Danske Bank will sell your units in the investment fund in whole or in part. Your sales order will be executed within four [4] business days of your request to withdraw money. Each individual sales order is deemed to have been placed by you on the business day on which you request to withdraw money from the custody cash account or on which you request that we close your Digital fund advisor agreement. Please note that the trade is executed at the price on the actual trading day and not on the business day on which you place your trading order.

Normally, it takes 4 business days before the amount is invested, but in special cases it may take up to 7 business days. The same applies from the time you request a transfer from your custody cash account until the money is in the payee account.

If the surrendering account does not have sufficient funds or you do not pay at least EUR 10 into your custody cash account within 30 days of the establishment of the Digital fund advisor agreement, Danske Bank may terminate your agreement and close the related custody cash account and custody account. You will be informed about any missing deposits before we terminate the agreement.

We do not recommend that you use short-term debt to invest.

#### 9 Right of cancellation

You do not have right of cancellation of the Digital fund advisor agreement because the right of cancellation does not apply to



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services whose prices depend on fluctuations in the financial markets over which the service provider does not influence and which may occur during the cancellation period. Additional information about the right of cancellation is available in Danske Bank's Investor notification.

#### 10 Fees charged for the Digital fund advisor -service

Danske Bank will charge an agreement fee with value added tax valid at the time added for carrying out the tasks pursuant to this Agreement. The criteria for determining the fee, its amount and payment dates are specified in the price list for Digital fund advisor valid at the time. By signing the agreement, the customer authorises Danske Bank to debit the agreement fee from the customer's account on the agreed debiting dates. Services not in the scope of the advice offered by Digital fund advisor investment advice agreement, such as book-entry account, securities trading, custody and payments, will be subject to the terms and conditions of Danske Bank or other service provider used and subject to fees in accordance with Danske Bank's or the other service provider's schedule of service charges valid at the time.

#### 11 Customer's obligation to complain

Danske Bank will report to the customer on executed orders issued by the customer as agreed and at the agreed intervals. Unless otherwise agreed, the customer will be deemed to have approved the actions if he/she has not filed a claim with the bank within seven (7) banking days after being informed of them.

The bank will deliver material, information and notifications primarily in electronic format. If the customer has access to the eBank archive, the bank is entitled to send documents to the customer's eBank archive.

If the customer has given his or her email address to the bank, the bank is entitled to send the customer information and notifications via email if the bank has deemed email to be a suitable delivery method for the information or notification in question.

The customer is deemed to have been notified of information and to have received the documents no later than on the seventh day following their arrival in the eBank archive or other electronic or digital device or channel.

#### 12 Amending agreement terms and conditions

Danske Bank will notify the customer of an amendment to the

agreement terms and conditions no less than one month before the new terms and conditions enter into force. The customer is always entitled to terminate the agreement in writing or other manner approved by Danske Bank before an amendment enters into force. Likewise, Danske Bank also has the right to terminate the agreement as specified in item 14.

#### 13 Transfer of the agreement

This agreement is binding on both parties and their statutory successors. A party to the agreement is not entitled to transfer the rights or obligations under the agreement without the written consent of the other party. However, the Danske Bank has the right, without the customer's consent, to transfer the contractual rights and obligations or part of these to a company belonging to the same group with the bank.

#### 14 Expiration and termination of agreement

This agreement will remain in force until further notice. You can terminate this agreement at any time. If you terminate the agreement, orders to buy and sell securities that have been initiated but are pending will be completed. Before terminating the Digital Fund Advisor agreement, you must sell your fund units or enter a Danske Trade Online agreement and transfer your fund units to the custody account attached with that agreement. Prices related to trading financial instruments are available on the Danske Bank website. If you sell your investments, the monies will be transferred to your custody cash account After this, the custody account will be closed.

Danske Bank can terminate this agreement to end 30 days after the customer has become aware of the termination. Unless otherwise proven, the customer will be deemed to have known of the notice of termination in the time specified in section 11 of these terms and conditions.

#### 15 Tax

Using Digital fund advisor service does not include a general assessment of how investing in the service affects your tax situation. Please note that your taxation depends on your current situation and may change in the future due to changes in legislation or your own circumstances. If you need personal advice on legal, tax or accounting issues, we recommend that you obtain independent advice which is appropriate to your individual situation.



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#### 16 Customer advisory services and settlement of disputes

## 16.1 Customer advisory services and available out-of-court redress procedures

In questions regarding the agreement, it is best to contact the bank first by contacting a branch of Danske Bank, by calling Danske Bank's customer service on tel. +358 (0) 200 2580 (local call charge/mobile call charge) or by sending a contact request using the mobile or eBank's message service.

If a dispute regarding the agreement arises between the bank and the customer, the aim will be to resolve the dispute together through negotiations. If the dispute cannot be resolved through negotiations, the customer may turn to FINE's Finnish Financial Ombudsman Bureau, which provides free and impartial advice and guidance to customers.

FINE's Investment Complaints Board and Banking Complaints Board will also issue recommendations concerning disputes. FINE does not handle disputes that are pending or have been dealt with by the Consumer Disputes Board or in a court of law.

FINE's contact details are:
FINE Finnish Financial Ombudsman Bureau
Porkkalankatu 1
FI-00180 Helsinki
tel. +358 [0]9 6850 120
www.fine.fi.

The easiest way to submit a matter for consideration by FINE is with the web form at the address <a href="https://www.fine.fi/tunnistaudu.html">https://www.fine.fi/tunnistaudu.html</a>

You can apply for an out-of-court settlement for disputes regarding products or services purchased online with the European Commission's Online Dispute Resolution portal at the address ec.europa.eu/odr. If you are submitting a complaint to the Online Dispute Resolution portal you will need to provide Danske Bank's email address, which is <a href="mailto:danskebank@danskebank@danskebank.fi">danskebank@danskebank.fi</a>.

#### 16.2 Settlement of disputes and applicable law

If no solution can be reached with the above- mentioned methods, disputes arising from this agreement shall be settled in Helsinki District Court. A customer that is deemed to be a consumer is also entitled to submit the dispute for settlement to

the district court that has jurisdiction covering the customer's Finnish domicile.

The customer must file any remarks related to these terms and this agreement to the bank in writing.

The Finnish-language version of the agreement and terms and conditions is the original and any other versions are only translations. If there are differences between the Finnish text and any translation, the Finnish text is to be followed in the interpretation of the agreements and terms and conditions.

This agreement and agreement terms and conditions are subject to Finnish legislation valid at any given time.