

# TERMS AND CONDITIONS OF SWEEPER AGREEMENT

The Customer and Danske Bank A/S, Finland Branch and Danske Invest Fund Management Ltd have agreed on the following:

## **1. Parties and object of the agreement**

With this agreement the Customer, Danske Bank A/S, Finland Branch (hereinafter "the Bank") and Danske Invest Fund Management Ltd (hereinafter "the Management Company") agree on fund subscriptions made automatically from the Customer's debiting account to the mutual fund selected by the Customer. The Management Company will decide which of the mutual funds administered by it can be joined to this agreement at any given time.

If the debiting account is held by a minor, each guardian must sign this agreement on behalf of the minor. Changes in guardianship must be notified to the Bank in writing.

## **2. Making fund subscriptions and associated fees**

If, at 8.00 p.m. on the examination date, the Customer's debiting account contains a balance that exceeds the minimum balance, the Bank will transfer the assets exceeding the minimum balance to the subscription account of the selected mutual fund on the examination date at 8.00 p.m.

The value date of the transfer is its execution date. If the examination date is not a banking day, the actions of the examination date will be executed on the following banking day. However, in order to carry out the transfer, the balance of the debiting account at 8.00 p.m. on the examination date must exceed the agreed minimum balance of the debiting account by at least the minimum subscription amount of the selected mutual fund applied to sweeper agreements valid at any particular time.

The fund subscription will be executed with the assets transferred from the debiting account to the fund's subscription account, observing the fund's regulations valid at any given time and the terms and fees valid at any given time as presented in the fund prospectus and price list. However, any increases of the subscription fee and minimum subscription sum observed for fund subscriptions executed on the basis of this agreement will enter into force no sooner than one month after they have been brought to the Customer's knowledge. The increase shall be deemed to have been brought to the Customer's knowledge one week after the mailing of a notification of the change to the Customer or one week after the delivery of a notification by another durable medium.

A Customer subscription order as referred to in the funds' regulations shall be deemed to have been issued when the assets are transferred to the fund's subscription account as specified in this agreement.

## **3. Responsibility of the Bank**

The Bank shall be responsible for transferring the Customer's assets from the debiting account to the fund's subscription account in accordance with this agreement. In addition to this agreement, the "General Terms and Conditions of Danske Bank's Account and Payment Services" and the schedule of service charges valid at any given time shall be applied, where applicable, to the debiting account and its use.

## **4. Validity, amendment and termination of agreement**

This agreement shall enter into force at the time of signing, and shall be valid indefinitely. The Customer shall have the right to change the debiting account, minimum balance and examination date related to this agreement, as well as the examination interval with respect to corporate clients. The Customer shall also have the right to terminate this agreement three banking days after he/she has verifiably served notice to terminate the agreement with the Bank.

The Bank and the Management Company shall have the right to amend this agreement by notifying the Customer of the amendment in writing or, if separately agreed with the Customer, by notifying the Customer of the amendment by another durable medium. Adding an entirely new charge or fee to the agreement shall also be deemed as an amendment to the agreement. An amendment to the agreement shall enter into force at the time specified in the notification, provided it is no sooner than one month after the amendment has been brought to the Customer's knowledge. The agreement will continue with the amended content unless the Customer terminates the agreement as specified in the previous paragraph before the amendment enters into force.

The Bank and the Management Company shall have the right to terminate this agreement one month after the Customer has been served notice of the termination. Notice of termination shall be sent to the Customer in writing or, if separately agreed with the Customer, by using another durable medium. The Bank and the Management Company shall have the right to terminate the agreement immediately if the Customer has materially breached this agreement.

Agreement amendments and termination shall be deemed to have been brought to the Customer's knowledge one week after the mailing of a notification of the amendments to the Customer, or one week after the delivery of a notification of the amendments to the Customer by using another durable medium.

The agreement will terminate immediately without serving notice of termination when the agreement on the debiting account ends in accordance with its terms and conditions.

If the fund linked to the agreement is merged with another fund, this agreement will automatically continue to be in force for the receiving fund.

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

Disputes arising from this agreement will be heard in the Helsinki District Court. If the Customer is a consumer pursuant to Chapter 1, Section 4 of the Finnish Consumer Protection Act, he/she may alternatively bring an action regarding disputes under this agreement against the Bank and the Management Company in the Finnish district court in whose jurisdiction he/she permanently resides. This agreement is governed by Finnish law.

## **6. Copies of the agreement**

Two identical copies of this agreement have been made, one for the Customer and one for the Bank and the Management Company.