

Addendum – First Card with personal liability

First Card with personal liability issued by Nordea Danmark, filial af Nordea Bank Abp, Finland, is subject to the General account terms and cardholder conditions for First Card unless they are deviated from in this Addendum.

In condition 1 the following definition is added:

First Card with personal liability

A Mastercard credit card for commercial use for which the cardholder is invoiced. The card is issued upon application from the accountholder and the cardholder.

Condition 2.1 is replaced by the following text:

2.1 General

These terms and conditions apply to the accountholder's and the cardholder's use of First Card with personal liability. By signing the application and/or using the First Card payment card and the travel account, the accountholder and the cardholder are bound by these terms and conditions. Questions regarding First Card may be directed to customer service on +45 70 20 63 09.

Condition 2.2 is replaced by the following text:

2.2 Commercial use of First Card

If the accountholder has chosen First Card with personal liability in the application form, First Card must only be used for commercial purposes.

The cardholder should be aware that all information about the cardholder's commercial use of the First Card payment card and the travel account is available to the accountholder.

Condition 3.3 is replaced by the following text:

3.3 Accountholder's responsibility and liability concerning First Card with personal liability

The accountholder is liable for the commercial use and misuse of First Card with personal liability and the travel account if the accountholder has not compensated the cardholder for expenses relating to the commercial use.

If the card has been misused by any other person than the cardholder, the accountholder is liable with the same limitations as the cardholder, see condition 3.4.

If the accountholder proves that First Card with personal liability has not been used for commercial purposes or in the interest of the accountholder, the cardholder is liable.

The accountholder is responsible for setting rules that determine which of the accountholder's employees can make purchases via the travel account.

The accountholder's liability ceases when the bank has received a request to block the individual First Card with personal liability. However, the accountholder will continue to be liable for transactions made using the cards or transactions in the travel account which have not been finally settled. Transactions already made cannot be revoked.

The accountholder must also indemnify the bank for any expenses as a result of the cardholder's or the accountholder's non-compliance with these terms and conditions.

Condition 3.4 is replaced by the following text:

3.4 The cardholder's responsibility and liability concerning First Card with personal liability

The cardholder is liable for the commercial use of First Card with personal liability if the accountholder has compensated the cardholder for expenses relating to the commercial use of the card. If the accountholder becomes subject to restructuring or bankruptcy proceedings and the

accountholder has not compensated the cardholder for expenses relating to the commercial use of the card, the cardholder is liable for this use of the card only if the cardholder knew or ought to have known that the accountholder would not be able to meet its obligations towards the bank.

The cardholder's liability includes interest, fees for services provided and expenses etc, including expenses as a result of the cardholder's late payment or non-payment.

The cardholder is moreover liable for any personal use of the First Card payment card in breach of this agreement.

If the card has been misused by another person, the cardholder's liability is limited as stated below in condition 3.4.

The cardholder is liable for up to DKK 375 (excess) of the misuse if another person has misused the First Card payment card by way of the PIN.

The cardholder is liable for up to DKK 8,000 of any losses if another person has misused the First Card payment card by way of the PIN and

- the cardholder has failed to inform the bank as soon as possible after becoming aware that the card was lost or that the PIN had become known to an unauthorised person
- the cardholder has deliberately disclosed the PIN to the person who misused the card and the cardholder did not realise or ought to have realised that there was a risk of misuse of the card
- the cardholder has made the unauthorised use possible through grossly negligent conduct.

The cardholder is liable for the entire loss if the PIN has deliberately been disclosed to the person who misused the card under circumstances where the cardholder realised or ought to have realised that there was a risk of misuse.

The cardholder is also liable for the entire loss if the cardholder has acted fraudulently or deliberately failed to fulfil its obligations to protect the PIN, see condition 3.2, or to block the card, see condition 3.5.

In addition, the cardholder is liable where First Card with personal liability has been used for withdrawing cash unless the cardholder can provide documentation for commercial use of the cash in the accountholder's interest.

The cardholder's liability ceases when the bank has received a request to block the First Card payment card.

Irrespective of the above, if the use of a PIN or other strong customer authentication is not required by the bank, the bank is liable for any misuse unless the cardholder has acted fraudulently.

Irrespective of the above, the bank is also liable for any misuse if the cardholder could not have been aware that the card had been lost or stolen or the PIN compromised.

Condition 4.2 is replaced by the following text:

4.2 Direct invoicing of cardholder with First Card with personal liability

Cardholders with First Card with personal liability will be invoiced directly for their use of the First Card payment card.

The cardholder will be invoiced via Betalingservice (direct debit)

or receive an invoice at the home address that the cardholder has stated in the application form. The cardholder is responsible for settling any commercial spending with the accountholder before the invoice falls due for payment. If the cardholder wishes to reject an amount payable, in whole or in part, the cardholder must contact customer service as soon as possible after receipt of the invoice. The telephone number is shown on the invoice. The bank may demand that the cardholder's dispute is made in writing on a special form.

If the cardholder rejects a claim for payment towards the bank, the amount will be charged to the accountholder. Payment in full discharge can only be made to the bank.

Condition 4.3 is replaced by the following text:

4.3 Disputes

The bank is not liable for any errors or defects relating to goods and services paid for with the First Card payment card. Complaints, if any, should be directed to the merchant in accordance with the legislation of the relevant country.

When buying services such as subscriptions, the cardholder must ensure that the provider of the subscription is notified in writing when the cardholder no longer wishes to pay for the service with the First Card payment card.

In the event of any discrepancy between the receipt/voucher and the invoice, the bank must be informed as soon as possible and as far as possible no later than 14 days after the date of the invoice. Failure to raise a dispute within this period may have the effect that a dispute otherwise justified will be turned down.

Any dispute relating to First Card with personal liability must in any circumstances be made no later than 13 months after the amount was charged to the cardholder's account.

Disputes concerning payments made using First Card with personal liability where the cardholder did not know the final amount when approving the payment and where the amount is significantly higher than what could reasonably be expected must be submitted no later than eight weeks after the amount was due or charged to the account.

Condition 6.4 is replaced by the following text:

6.4 Change of fees

The bank may change the fees or introduce new fees for services for First Card with personal liability by giving two months' notice.

Condition 9.3 is replaced by the following text:

9.3 If the accountholder/cardholder wishes to make a complaint in connection with its use of the First Card payment card, the complaint may be submitted to the bank's customer ombudsman (kundeservicechefen).

The customer should contact Nordea, Kundeservicechefen, PO box 850, 0900 Copenhagen C, Denmark, or by e-mail at klageansvarlig@nordea.dk or on nordea.dk.

Any complaints concerning the bank's compliance with financial legislation may be submitted to:

The European Central Bank (ECB)
Sonnemannstrasse 22, 60314 Frankfurt am Main,
Germany
Tel: +49 69 1344 0

The Finnish financial supervisory authority
Snellmannsgatan 6, PB 103, 00101 Helsinki, Finland
E-mail: registry@fiva.fi
Tel: +358 9 183 5339

The Danish financial supervisory authority,
finansilsynet.dk
(for instance standards of good practice) or to the

Finnish financial supervisory authority,
finansinspektionen.seregistry@fiva.fi.

Any complaints about the bank's treatment of personal data may be submitted to the Danish Data Protection Agency, datatilsynet.dk.

Condition 9.5 is replaced by the following text:

9.5 Changes to these terms and conditions and the terms for additional services The bank is entitled to change the terms and conditions for First Card with personal liability and the terms for additional services offered as part of First Card with personal liability to the detriment of the accountholder by giving two months' notice.

Changes in favour of the accountholder can take effect without notice. In case of changes the accountholder will be informed by letter, on the invoice or via another durable medium or by advertisements in the press.

A change of which notice has been given is deemed to be accepted by the accountholder and/or the cardholder unless the accountholder and/or the cardholder has informed the bank before the new terms and conditions take effect that the accountholder and/or the cardholder does not wish to be bound by the new terms and conditions.

If the accountholder and/or the cardholder informs the bank that the accountholder and/or the cardholder does not wish to be bound by the new terms and conditions, the agreement is deemed to be terminated at the time when the new terms and conditions take effect. All cards issued must be cut in two and returned to Nordea.