

General Terms and Conditions for clearing, payment and account services

Information about the Bank

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The Bank is a registered banking company with a licence to conduct banking operations under the Swedish Banking and Financing Business Act (2004:297). Its business includes receiving clients' funds on account and providing payment services. The Bank is under the supervision of the Swedish Financial Supervisory Authority and is registered with the Swedish Companies Registration Office.

1. Scope

These General Terms and Conditions for clearing, payment and accounts services ("General Terms and Conditions") shall, unless otherwise agreed in writing, apply to the Services and to any other service if the agreement for the service in question refers to these General Terms and Conditions.

These general terms and conditions do not regulate any loans approved on the Account.

2. Definitions

"Account": The SEK Cash Clearing Account held with the Bank on the behalf of the Client in its capacity as a correspondent bank;

"Agreement": the agreement between the Bank and the Client regarding the Services, including these General Terms and Conditions and any special terms and conditions, product terms and conditions or user manuals, instructions or similar documents that may apply to each service;

"Banking day": means a day when banks and other financial institutions are open in such locations and for such transactions as are required to carry out assignments under the Agreement;

"Client": the holder of the Account as indicated in the Agreement/Account Opening Form;

"Services": the services indicated in the "Application/Agreement SEK Cash Account" including clearing, payment and account services related to the Account or any other service if the agreement for such service refers to this Agreement or these General Terms and Conditions;

"SWIFT": is an acronym for the Society for Worldwide Interbank Financial Telecommunications SCRL.

"Value date": refers to the reference time used by the Bank to calculate interest on the funds debited or credited to an Account held in the Client's name and intended for execution of payment transactions;

3. Instructions for account operating and payment execution

The Client shall submit all payment orders/instructions relating to the Account via authenticated SWIFT messages, or other means of communication agreed upon. The Client agrees to comply with the general product terms and conditions, user manuals and instructions on how SWIFT is used.

The Bank will execute payment instructions on the instructed date, given that a correctly formatted SWIFT instruction has been received by the Bank before the applicable cut-off times. The applicable cut-off times can be found on Client-specific price lists and/or via the Bank.

If the funds on the Account are insufficient to meet the payment order/instruction given by the Client or any third party acting through a power of attorney/debit authority issued by the Client, the payment order/instruction may be rejected.

The Bank has the right to reject any transaction which is not permitted under/not in accordance with Swedish and/or EU legislation or international obligations.

4. Consent to cancel a credit/debit entry

The Client explicitly and irrevocably authorises and gives its consent to the Bank to cancel a credit/debit entry made over the Account due to an error caused by the Bank and without prior notice to the Client.

5. Overdraft

If the Account becomes overdrawn, the Client shall without undue delay cover the overdraft by making a deposit to the Account.

6. Deposited cash will not be segregated

Cash deposited with the Bank is deposited as banker and not as trustee. This means that money deposited with the Bank will not be segregated from the Bank's own money, and the Bank may use it in the course of its business. The Bank's liability to the Client in respect of such cash deposits shall be that of a debtor, and the Client is considered as a general creditor of the Bank.

7. Information about transactions

The Client receives information about account entries in periodically distributed account statements and interest statements. Further details about transactions may be obtained from the Bank.

8. Power of attorney/debit authority

The Client may issue a power of attorney/debit authority for a third party, giving that third party the right, via SWIFT, to operate the Client's account on its behalf. The power of attorney/debit authority shall be distributed to the Bank via an authenticated SWIFT message and prepared in accordance with the Bank's instructions. The use of a third party to operate the Client's account is subject to the Bank's prior approval, which shall not be unreasonably delayed or withheld.

9. Interest

Interest is calculated on a 365/365-day basis and accounted for on the last day of every month with the value date the same day.

a) Debit interest

For overnight overdraft, the Client will be charged debit interest without advance notice. The debit interest rate is, unless otherwise agreed upon, calculated as a base rate (currently the Swedish Central Bank's repo rate) plus a debit interest margin. In the event of a negative base rate, the Bank considers the base rate to be 0% when calculating the debit interest rate to be applied. The Bank reserves the right to introduce debit interest for intraday overdrafts.

b) Credit interest

For positive balances, no credit interest is generally paid to the Client from the Bank, unless otherwise agreed. If credit interest is agreed, any credit interest is paid to the Client for positive balances left overnight, and is calculated as a base rate (currently the Swedish Central Bank's repo rate) minus a credit interest margin. In the event of a negative base rate, or when the base rate minus the agreed credit margin results in a negative credit interest rate, the Bank reserves the right to introduce a negative credit interest rate. The Bank may, instead of requesting negative interest, charge the Client a fee as compensation for the expenses incurred by the Bank on account of the Client's excess liquidity.

Information on the current Swedish Central Bank's repo rate can be found at all times at: www.riksbank.se.

Any applicable debit/credit interest margins may be subject to change with immediate effect without prior notice by the Bank. Information on any applicable debit/credit interest margins can be obtained from the Bank. Furthermore, they can be found in periodically distributed interest statements, and/or in the Client's specific price lists.

Any change to the Bank's general interest rate calculation methods used, which may affect the interest paid to or charged from the Client, will be communicated to the Client via SWIFT at least one (1) month prior to the date of it coming into effect.

10. Fees, commissions and charges

Charges in connection with an Account or a Service are payable according to the principles generally applied by the Bank from time to time. There may be joint fees for certain Accounts and Services.

Charges are debited from the Account each time instructions are executed, or on due dates specified in advance. The due date specified by the Bank shall apply, even if it falls on a day which is not a Banking day. The Client shall ensure that sufficient funds are available in the Account on the due date. If the funds in the Account are not sufficient to cover the charge, the Bank has the right to debit the charge even if the debit results in an unauthorised overdraft.

Annual fees or other periodic fees that have been paid in advance will not be refunded, even if the Agreement for the Service to which the charge relates ceases during the agreement period.

Information on any applicable fees can be found in the Client's individual price list and can also be obtained from the Bank upon request. Changes in charges, fees and exchange rates may be applied immediately without prior notice.

All charges and fees are exclusive of value-added tax (VAT). If any service becomes liable for value-added tax, such tax will be added to the stated fees.

11. Prevention of financial crime

a) Client's general obligations

The Client guarantees to the Bank that:

- i. The Client is organised and in good standing in accordance with the rules of the Client's home jurisdiction, and the Client has all necessary licences, authorisations, and approvals to conduct its business, including that the Client has not received a draft or final report that reveals a breach of compliance with regulations.
- ii. The Client conducts its business in compliance with applicable Anti-Corruption Laws, Sanctions regimes, Anti-Money Laundering Laws and Counter-Terrorism Financing laws.
- iii. The Client complies with its requirements for reporting beneficial ownership and has procedures for updating such registration in the event of changes in beneficial ownership of the Client.
- iv. The Client shall actively contribute to the Bank's performing of ongoing customer due diligence measures regarding the customer relationship.

b) The Client's Information undertakings

The Bank is entitled to request that the Client provide the information and data which, in the Bank's assessment, are necessary to achieve adequate customer due diligence under the Swedish Money Laundering and Terrorist Financing (Prevention) Act (SFS 2017:630). The information must be provided within the time frame determined by the Bank.

The Bank may also request information about transactions carried out on the Client's account. The client must respond to such inquiries without undue delay. Failure to do so may result in rejection of the transaction, restrictions on products and/or services, or termination of the Client's accounts and/or Client relationships at the Bank. The Bank may also require the Client to refrain from making transactions related to a specific customer(s) of the Client on the Client's account with the Bank.

The Client must:

- at the request of the Bank, immediately provide the information and documentation required by the Bank to comply with any requirements or obligations under applicable law and,
- to the extent permitted by law, report to the Bank all transactions on the Client's account with the Bank suspected of violating applicable sanction provisions. The Client must notify the Bank of this no later than one day after the Client became aware of circumstances that may lead to a breach of applicable sanction provisions.

The Bank has a restrictive approach in relation to nesting (i.e. that the Client's account with us is used for downstream correspondent clearing services). In light of this, the Bank reserves the right to inquire further into general nesting set-ups, and/or on certain transactions, to ascertain that these are in line with the Handelsbanken Group's Financial Crime Prevention policy.

The Client is responsible for consequences that may arise as a result of lack of participation or inability to obtain requested information and documentation, or incorrect, incomplete or incorrect information.

c) Stop, block and return transactions, etc.

Transactions that directly or indirectly violate obligations to which the Bank is subject under laws and regulations of money laundering, corruption, terrorist financing, sanctions or tax reporting obligations, or where processing of transactions may damage the Bank's operations or reputation, may be stopped, rejected and/or returned, according to the Bank's specific assessment and risk appetite.

The Bank reserves the right to prohibit nesting.

The Bank is not responsible for transactions that are delayed, returned or blocked due to the abovementioned, or by another correspondent bank participating in the execution of the transaction.

d) Sanctions regimes

The Client must take all reasonable steps to ensure that services provided by the Bank, including accounts, are not used in violation of the provisions on sanctions and restrictive measures. The Client shall carry out screening of the Client's customers and transactions against its own local sanctions lists, and lists from the EU, the UN and the US.

If the Client, a person acting on behalf of the Client, board members or executive management, owners or beneficial owners directly or indirectly can or may be subject to sanctions in accordance with the sanction provisions (for any reason or in any manner), the Bank has the right to terminate all agreements between the Bank and the Client and to take measures that the Bank deems necessary in its sole discretion to ensure compliance with the Bank's obligations, including, but not limited to, freezing assets.

12. Limitation of the Bank's liability

The Bank shall not be held liable for any loss resulting from a Swedish or foreign legal enactment, the intervention of a Swedish or foreign public authority, an act of war, breakdowns or other disruptions in computer systems or telecommunications used during execution of a certain Service or other unusual or unpredictable circumstance over which the Bank has no influence and the consequences of which would have been impossible for the Bank to avert, despite all efforts.

Under no circumstances shall the Bank be held liable for any loss resulting from strikes, blockades, boycotts, lockouts or similar events, even if the Bank itself is subjected to such measures or takes such measures.

Any damage that occurs in other circumstances shall not be compensated by the Bank, provided the Bank has exercised normal care. The Bank is in no case liable for indirect damage.

Where the Bank is prevented from executing payments or from taking other action as a consequence of such events as are set forth above, the action shall be postponed until the cause of the delay is removed. In the event of a postponement of payment, the Bank shall, if it is committed to pay interest, pay such interest at the interest rate prevailing on the due date for the postponed payment. Where the Bank is not committed to pay interest, the Bank shall not be obliged to pay interest at a higher rate than the prevailing reference rate of the Swedish Central Bank pursuant to the Section 9 of the Swedish Interest Act (1975:635), plus two percentage points.

Where a circumstance as referred to above prevents the Bank from receiving payments, the Bank shall, as long as the obstacle exists, be entitled to interest only on the terms prevailing on the due date of the payment.

13. Confidentiality

By signing this Agreement, both the Bank and the Client shall treat all information, received or obtained as a result of entering into and performing the Agreement, as strictly confidential. This obligation shall not extend to the disclosure of information which is required by law or by any regulatory authority.

14. Changes to this Agreement, etc.

The Bank reserves the right to, without terminating the Agreement and effective from such time that the Bank decides, make changes to a specific Service in this Agreement, or make changes in this Agreement or in any special conditions or in any supplementary product terms or user instructions applying for a specific Account or Service.

Notice of changes which require modifications in the Bank's computer systems, or which are otherwise significant will, if possible, be given by the Bank well before they are implemented at the Bank.

15. Complaints

As soon as possible, the Client must read and review the information regarding executed payment transactions made available to the Client in account statements. The Client shall, without delay from the time that the Client becomes aware of incorrectly implemented payment transactions or non-approved/non-authorised transactions, notify the Bank and request rectification (a "complaint"). However, the Client must notify the Bank no more than three (3) months after the day on which the Account is debited. If the Client fails to lodge a complaint, or does so too late, the Client may not claim that the Bank made an error.

16. Notices, change of address, etc.

Notices to the Client may be sent via SWIFT, e-mail, ordinary or registered mail, fax, via the internet, or other electronic communication. In some cases, notices can also be communicated by telephone. Any registered letter regarding the Agreement which the Bank has sent to the Client shall be deemed to have reached the Client not later than on the seventh day after dispatch, if the letter has been sent to the address set out in the Agreement, or which is otherwise known to the Bank. Notices sent by fax, internet or other electronic communication shall be deemed to have reached the Client not later than the next Banking day, if the message is sent to an address or a number given to the Bank by the Client.

The Client shall notify the Bank of any change in address, telephone or fax number, as well as electronic address (email address) via SWIFT.

17. Termination of agreement

This Agreement applies until further notice. The Client may terminate the Agreement with immediate effect. The Bank may terminate the Agreement subject to one (1) month's prior written notice.

The Bank reserves the right to terminate this Agreement on a date determined by the Bank if:

- a the Client is in breach of this Agreement or special conditions, or the product terms and conditions, or other instructions or agreements which may apply to a specific Account or Service, or
- b there is reasonable cause to assume that the Client will not fulfil his payment obligations towards the Bank, or
- c in the assessment of the Bank, there is suspicion that an Account and/or Service is being used or will be used for or in connection with criminal activity, or in other respects in breach of current legislation, or in a manner which may cause damage to the Bank or another party, or
- d the Bank cannot continue to provide a specific Service due to a service provider engaged by the Bank terminating its commitment with the Bank, and the Bank, within a reasonable period of time and at a reasonable cost, cannot offer the corresponding service as a replacement.
- e the Bank, in its assessment, does not have adequate customer due diligence pursuant to the Swedish Act (2017:630) on Money Laundering and Terrorist Financing (Prevention).
- f a person acting on behalf of the Client, board members or executive management, owners or beneficial owners directly or indirectly can or may be subject to sanctions in accordance with any sanction provision.

If there is reason to fully or partly terminate the Agreement pursuant to the above, the Bank may, if there is due cause, cancel the Client's utilisation of the Account or a specific Service, or all Services, with immediate effect.

In order to be valid, notice of termination shall be sent by SWIFT, ordinary mail or registered mail.

The Bank is entitled, without giving notice, to terminate the Agreement and all Services, or a specific Account, or a specific Service, if the Client has not used any, or has not used that specific Account or Service, for the past twelve (12) months.

18. Applicable law, etc.

This Agreement has been prepared and shall be interpreted in accordance with Swedish law.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitration Tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Stockholm, and the language to be used shall be English.