

GENERAL CONDITIONS
OF
HANDELSBANKEN NEDERLAND



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HANDELSBANKEN NEDERLAND

GENERAL CONDITIONS

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1 – PRELUDE

These General Conditions of Handelsbanken Nederland include all provisions applicable to both existing as well as future legal relationships in which Handelsbanken Nederland – hereon after to be called 'Handelsbanken' - offers and provides financial services.

All contracts with Clients contain the specific conditions of the individual agreements. These General Conditions contain additional general conditions. In case of any contradiction the conditions shall prevail in the following order of priority:

1. an individual contract;
2. specific user instructions;
3. a general umbrella contract;
and subsequently these General Conditions, wherein:
4. the general conditions (chapter 3);
5. the general product conditions (chapters 5, 6, 7);
6. the general banking conditions 2009 (chapter 4).

Product Conditions solely apply to a specific service. Depending on the contents of the agreement(s) with Handelsbanken, multiple Product Conditions may apply.

This is a translation of the original Dutch text. This translation is furnished for the Client's convenience only. The original Dutch text will be binding and shall prevail in case of any variance between the Dutch text and the English translation.

Handelsbanken will, upon entering a banking relationship and further upon request, provide a copy of the applicable edition of the General Conditions to the Client. Handelsbanken has the right to change these General Conditions from time to time. All agreements on which these General Conditions apply will always be subject to the most recent edition of these General Conditions. These General Conditions, including its future amendments and additions, are and will be deposited at the Dutch Chamber of Commerce in Amsterdam.

2 – DEFINITIONS

Unless explicitly mentioned otherwise, all capitalized words in these General Conditions will be defined as set forth below:

Account / Bank Account: A Bank Account held by the Client at Handelsbanken to which an account number has been designated. The Accounts offered by Handelsbanken include the following types:

- **Payment Account:** A Bank Account on which transactions may take place in the currency determined for it.
- **Deposit Account:** A Bank Account on the name of the Client on which a Deposit is managed.
- **Savings Account:** A Bank Account on the name of the Client on which Savings are managed
- **Counter Account:** A Bank Account as selected by the Client (not being a Savings Account) in the identical name of the Client, to facilitate transactions from and to the Savings Account or the Deposit Account.

Account holder: a Client who has opened an Account with Handelsbanken.

Business Day: A day, not being a Saturday or a Sunday, nor being a public holiday or a day that has been equated to a public holiday.

Client: Every natural person or legal entity which, based on an agreement, makes use of the financial services of Handelsbanken, as well as the legal successors of the Client (as far as any stipulation can be applicable to them).

Deed / Contract: The written records of the agreement and/or the order confirmation between the Client and Handelsbanken (on which these General Conditions apply) as well as documents of rectification, additions, changes or prolongations.

Deposit: The amount of money which has been given in custody on a Deposit Account for a pre-agreed fixed tenor.

Fixed Interest Period: The period of time determined by Contract wherein the applicable interest and/or spread have been determined at a fixed percentage. Unless otherwise agreed, Handelsbanken is entitled to determine a new Interest Rate and/or spread percentage at the end of each Fixed Rate Period, based on the actual conditions of the financial markets and conditions for similar agreements.

Handelsbanken / the Bank: Handelsbanken and Handelsbanken Nederland are trade names of Svenska Handelsbanken AB (publ), a company established under Swedish law located in Stockholm, Sweden and registered in the 'Patent- Och Registreringsverket' under number 502007-7862. The Dutch activities of Svenska Handelsbanken are registered at the Trade Register of the Dutch Chamber of Commerce under number 34175709.

Joint and several liabilities: If two or more (legal) persons have committed themselves as a Client, each of them is joint and several liable for all obligations. If any obligation passes on towards two or more legal successors, each of them will be joint and several liable.

Order Date: The date on which the Bank receives an order to initiate a payment.

Representative: A natural person or legal entity who has been authorized by the Client, known to Handelsbanken by proxy, to perform certain legal acts and other acts with Handelsbanken on behalf of the Client.

Savings: The funds deposited on a Savings Account

Value date: The date on which an amount is credited to or debited from an Account.

3 GENERAL PROVISIONS

Article 1: Titles

Titles have been included as a prelude to chapters and articles of these General Conditions. These are offered for the sole purpose of increasing the readability of these General Conditions, but do not bear significance for the content or explanation of the provisions.

Article 2: Procuration

Handelsbanken shall be only bound by statements, approvals and communications in writing, which have been signed by at least two of its authorized signatories. All authorized signatories of Handelsbanken Nederland are registered with the Trade Register of the Dutch Chamber of Commerce under number 34175709.

Article 3: Swedish deposit-guarantee scheme

The Swedish Deposit-guarantee scheme (1995:1571) is applicable to all agreements with Handelsbanken. The maximum reimbursement on the moment of publication of these General Conditions is the amount in Swedish Crowns that equals the amount of one hundred thousand euro. In case Handelsbanken would be declared bankrupt, its Clients are entitled to a reimbursement under the Swedish Deposit-guarantee scheme of the deposited amount including earned interest up to that date. The Swedish Deposit-guarantee scheme is managed and paid by the Riksgälden / Swedish National Debt Office, located in Sweden at the Norrlandsgatan 15 in Stockholm. (website: www.riksgalden.se). The Swedish National Debt Office pays the compensation within 20 Business Days of the date on which the bank was declared bankrupt or the Swedish Financial Supervisory Authority ordered the guarantee to commence.

Article 4: Standard bank statement / Annual overview

At request of the Client Handelsbanken will provide for one Standard Bank Statement each calendar year, providing an overview of the amounts of interest and redemption as well as all other costs charged by Handelsbanken. The Annual Overview is provided to private Clients each calendar year.

Article 5: Payments and allocation

1. All payments which Client is to make to Handelsbanken must be made without payment request or payment reminder, without settlement, without any discount and without any costs charged to Handelsbanken, in the valid currency of The Netherlands, in a method and on a bank account as designated by Handelsbanken.
2. Payment of interest and/or redemption of loans will be charged per month in arrears. The monthly amount of the interest and/or redemption can be debited (automatically) on the first Business Day of the month following the month on which it applies.
3. Every payment made by Client on its Bank Account with Handelsbanken for the purpose of partial or full redemption of a debt will be regarded as a direct payment to Handelsbanken and will therefore not lead to the existence of a debt of Handelsbanken to the Account Holder.
4. If Handelsbanken, based on any agreement with the Client, has further claims on the Client than a principle amount and interest, it is at the sole decision of Handelsbanken to which of these claims any Client payment will be allocated, regardless of any specification that the Client has awarded to it.
5. If debts to Handelsbanken are covered by virtue of various securities, while the proceeds of those securities are insufficient to cover all its claims, Handelsbanken is entitled to freely distribute the proceeds amongst the debts.
6. If the Client does not meet its payment obligations towards Handelsbanken for any reason, the Client is, without the requirement of an advance notice or summation, obliged to pay a fine equalling the statutory interest from the payment expiry date up to and including the date on which the payment is received, wherein a part of a month will be calculated as a full month, undiminishing other rights of Handelsbanken for compensation of damages as a result of this shortcoming, which will not replace this fine.

Article 6: Default and exigibility

1. The Client is in default the moment that any obligation towards Handelsbanken is not fully and timely met. Default occurs immediately without a notice of default or any other formality being required. A default of the Client leads to the immediate exigibility of all claims of Handelsbanken originating from an agreement or any other source.
2. The defaulting Client will be liable for all costs that Handelsbanken is required to bear relating to the claiming and recovery of all its claims.

Article 7: Limited liability

1. Handelsbanken shall be liable for direct loss suffered by the Client if a breach of an obligation towards the Client is due to its fault or when such liability is based on law, legal act or generally accepted views, notwithstanding all further stipulations in these General Conditions.
2. Upon the involvement of a third party, Handelsbanken will take all necessary care and precautions. If Handelsbanken has taken proper care in its selection of a third party, it shall not be liable for shortcomings of those third parties. If the Client has suffered any damages as a result of this, Handelsbanken will be helpful to the best of its abilities to help the Client in its efforts to undo the damages.
3. Handelsbanken will in no case be liable for a shortcoming, an act or a failure to act if it is the result of circumstances that could not be influenced or of which no blame can reasonably be made towards Handelsbanken. Such circumstances include in all cases, but are not limited to, international conflicts, violent or armed actions, measures taken by a local, foreign or supranational government, tax measures or collections, measures of regulatory authorities, boycotts, work disturbances with third parties or own personnel, disturbances in the power supply, in communication channels or in hardware or programs of the bank or third parties. In these circumstances the Bank will take all measures that can be reasonably expected to limit the forthcoming adverse effects for the Client.
4. Liability for indirect or consequential damages and for damages to third parties is completely excluded, unless these damages have been the result of intentional acts or gross negligence of Handelsbanken.

Article 8: Prohibition of assignment and transfer

Without prior written consent of Handelsbanken the Client is not permitted to transfer and / or pledge or otherwise encumber rights under any agreement, except to Handelsbanken.

Article 9: Changes

1. If in these General Conditions a reference is made to certain (clauses of) laws which are changed or replaced by other laws at a later moment in time, the new and replacing laws are to be read in replacement of the foregoing laws, to the extent that these have the same scope as the replaced laws.
In each case of change of law, the original nature and scope of what has originally been agreed upon in the Agreement is to be maintained as far as possible.
2. If by introduction of mandatory rules for Handelsbanken any rights of any nature are lost or not obtained, the Client is obliged to provide Handelsbanken with similar rights that are compliant with the law. Handelsbanken is irrevocably authorized by the Client to provide these rights to the Bank.
3. If by final judicial decision one of the provisions of an agreement, including these General Conditions, is irrevocably declared void, unreasonably onerous or nullified, Handelsbanken is entitled to amend the Agreement and/or these General Conditions to the degree that the voidability, nullification or unreasonably onerous state is lifted, after which the original nature and scope of the Agreement will be maintained as far as possible.

Article 10: Complaints and disputes

1. Any complaints about the services, products or conditions of Handelsbanken can be directed by the Client to Handelsbanken Nederland in writing, at the attention of Customer Complaints Services, Schiphol Boulevard 135, 1118 BG, Schiphol, The Netherlands.
2. The competent judge in Amsterdam is authorized to settle all disputes with the Client.

4 GENERAL BANKING CONDITIONS

This is a translation of the original Dutch text. This translation is furnished for the customer's convenience only. The original Dutch text will be binding and shall prevail in case of any variance between the Dutch Text and the English translation.

These General Conditions were drawn up in consultation between the Netherlands Bankers' Association and the consumers' organisation 'Consumentenbond' within the framework of the Co-ordination Group on Self-regulation Consultation of the Socio-Economic Council (SER) and will become effective on November 1st 2009. No consultations took place on other (product-related) conditions that may be applicable. The Consumentenbond reserves the right to start collective legal action against such conditions.

Article 1 Scope

The provisions of these General Banking Conditions shall apply to all existing and future legal relationships between the Bank and the Customer to the extent that it is not otherwise provided in agreements and/or in special conditions. General conditions that a foreign branch of the Bank applies to its legal relationships with the Customer shall prevail above these General Banking Conditions in the event of a conflict between the two. If other general conditions apply or are declared applicable by or on behalf of the Customer, these shall not apply in the legal relationship with the Bank, unless the Bank has agreed to this in writing.

Article 2 Duty of care of the Bank and of the Customer

1. The Bank shall exercise due care when providing services. In its provision of services, the Bank shall take the Customer's interests into account to the best of its ability. None of the provisions of these General Banking Conditions or of the special conditions used by the Bank shall detract from this principle.
2. The Customer shall exercise due care vis-à-vis the Bank and shall take the Bank's interests into account to the best of his ability. The Customer shall enable the Bank to fulfil its statutory and contractual obligations and to render its services correctly. The Customer shall not make improper or illegal use (or allow improper or illegal use to be made) of the services and/or products of the Bank, also including use that conflicts with laws and regulations, serves criminal activities or is damaging to the Bank or to its reputation or to the integrity of the financial system.

Article 3 Activities and objectives

The Customer provides information to the Bank, taking into account the applicable privacy laws, at its first request, about the Customer's activities and objectives and about the reason for the (intended) use of the services and/or products of the Bank. Upon request, the Customer informs the Bank as to the origin of the funds and securities deposited with the Bank or that are to be deposited with the Bank and of goods that have been given to the bank to hold in (open) custody.

Article 4 Non-public information

In providing its services, the Bank does not have to make use of non-public information, including price-sensitive information.

Article 5 The Bank or third parties as the counterparty

1. In providing its services, the Bank may make use of third parties and may (partially) outsource activities. The Bank may give goods, documents of title, securities or financial instruments that belong to the Customer, whether or not held in the name of the Bank, to third parties in custody or have these administrated by third parties.
2. If the Customer gives the Bank an order or an authorisation, the Bank may also do business with itself as a counterparty in order to execute the order or authorisation, and the Bank may also transfer this order or authorisation to a third party.
3. The Bank takes the necessary care into account in the selection of third parties. In the event that the Customer has called in or appointed a third party, the consequences of this choice are for the account of the Customer.

Article 6 Risk of dispatches

If the Bank, by order of the Customer, dispatches funds or financial instruments, including securities, to the Customer or to third parties, such dispatch shall be at the Bank's risk. If the Bank, by order of the Customer, dispatches other goods or documents of title to the Customer or to third parties, such dispatch shall be at the Customer's risk.

Article 7 Customer data

The Customer and the Customer's representatives are obliged to cooperate with the Bank and to provide information in order to determine and verify their identity, their citizen's (services) identification number, date of birth, civil status, legal capacity and authorisation to act, postnuptial agreement, partnership agreement, legal form, place of residence or place of establishment, and insofar as applicable, the registration number with the chamber of commerce and/or other registers and their VAT number. The Customer must inform the Bank as soon as possible of any changes in this information.

The Bank may make copies of documents, which provide evidence of this information, and the Bank may record and file this information. If the Customer is a legal person or form of cooperation, the Customer and its representatives are also obliged, at the Bank's first request, to give the Bank insight into the ownership and control structure of the legal person or the form of cooperation.

Article 8 Signature

The Customer and his representatives shall deposit an example of their handwritten signatures at the Bank's first request at the Bank in a manner and/or in a form as determined by the Bank. The example provided by a person is deemed to be the representation of the Customer's current handwritten signature, regardless of the capacity in which the Customer acts vis-à-vis the Bank, until the Bank has been notified of a change.

Article 9 Authorisation and power of representation

1. The Customer may grant a third party a power of attorney to do business with the bank on his behalf. The authorised representative is not authorised to transfer the power of attorney granted to him to a third party. The Customer is liable vis-à-vis the Bank for the fulfilment of obligations, which have been entered into by the authorised representative. The Bank can demand that an authorisation is granted in a specific manner and/or in a specific form and/or according to a specific procedure. The Bank is not obliged to (continue) to do business with an authorised representative.
2. If the authorisation of a representative of the Customer is revoked or a change occurs with regard to the authorisation, the Customer is obliged, notwithstanding the registration in public registers or the publication thereof, to notify the Bank as soon as possible of this revocation or change. The Bank may (continue to) legally execute orders that have been given to the Bank by a representative before or shortly after the Bank has received notification of the revocation if the Bank could not reasonably prevent the execution.
3. The General Banking Conditions and all other provisions, rules and limitations that apply between the Customer and the Bank also apply to the representative in connection with the execution of his representation. The Customer is responsible for the compliance with the above by his representative and shall ensure that the Customer and the representative keep each other fully informed about everything that is important for them or could be important for them as Customer and representative.

Article 10 Personal data

The Bank may process personal data of the Customer and the Customer's representatives, as well as data regarding the products and services purchased by the Customer, taking into account the applicable laws and regulations and the codes of conduct that apply to the Bank and the Bank may exchange this data within the group to which the Bank belongs in connection with customer relationship management, to prevent and combat criminal activities and for commercial purposes. Personal data can also be exchanged with third parties that that Bank makes use of in its business operations or in providing its banking services. This can entail, inter alia, in connection with payments, the passing on of personal data to third parties in countries that do not have the same level of protection as in the Netherlands. Personal data can be the subject of an investigation by authorised

national authorities of the countries where such data is located in connection with the processing of the data both during and after the processing.

Article 11 (Video and audio) recordings

The Bank may, within the boundaries of the applicable laws and regulations, make (audio and video) recordings for the purpose of sound business operations, providing evidence, combating criminal activities and monitoring quality. If the Customer requires the Bank to comply with an obligation to issue a copy or transcription of a recording, the Customer must first provide the relevant specifications such as the relevant date, time and location.

Article 12 Continuity in the providing of services

The Bank aims to ensure the adequate functioning of its facilities for the provision of its services (for example, equipment, programmes, systems, infrastructure, networks); however, the Bank does not guarantee that these facilities will always be running correctly without interruption. The Bank aims to avoid interruptions / malfunctioning, insofar as this lies within its sphere of influence, within reasonable bounds or to remedy the interruption / malfunctioning within a reasonable time.

Article 13 The Death of a Customer

1. The Bank must be notified of the death of a customer in writing as soon as possible. As long as the Bank has not been notified of the death of a customer in this manner, the Bank may (continue) to execute the orders received from or on behalf of the Customer. The Bank may (continue) to legally execute orders that have been given to the Bank before or shortly after the Bank has received notification of the death of a Customer if the Bank could not reasonably prevent the execution.
2. After the death of the Customer, the Bank can demand that the person/persons who claims/claim to be authorised to perform (legal) acts with regard to the Customer's estate submits/submit an attestation of admissibility to the estate, issued by a Dutch notary, and/or documents that the Bank deems to be acceptable as proof thereof.
3. The Bank is not obliged to provide information again regarding actions and transactions that have been carried out before the time of the death of the Customer.

Article 14 Name and address of the Customer

1. The Customer informs the Bank to which address the documents and/or information that are intended for the Customer can be sent. The Customer notifies the Bank as soon as possible in writing of a change of name and address. If the Customer's address is not known or is no longer known at the Bank due to the Customer's fault, the Bank can attempt to find out the address of the Customer without being obliged to do so. The costs of such an investigation are for the Customer's account. The Customer, whose address is not known at the Bank, is deemed to have his postal address at the address where the Bank is located, unless agreed otherwise.
2. If a product or service of the Bank is purchased by two or several persons, the Bank shall send the documents and/or information to the address, which that person has provided to the Bank. If the persons do not agree or do no longer agree on this, the Bank may make the choice itself to which address of these persons it will send the documents and/or information.

Article 15 Dutch language

The communication between the Bank and the Customer takes place in Dutch, unless agreed otherwise in writing. The Bank can demand that the Customer has documents, which are in a language other than Dutch, translated into Dutch or into another language that the Bank agrees to at the Customer's costs by a person who is qualified to translate these documents in the opinion of the Bank. A translator who is a sworn translator in the language in question is qualified in any case.

Article 16 Use of means of communication

The Customer is obliged to make safe use of Internet, fax, e-mail, post or other means of communication in the Customer's communication with the Bank.

Article 17 Information and orders

1. The Customer shall ensure that the Bank shall receive all information, which the Bank requires or which the Customer can reasonably understand that this information is necessary for the correct provision of services by the Bank. The Customer shall ensure that statements, such as orders and notifications to the Bank or to a third party appointed by the Bank are clear and comprehensive and contain the correct information. The Customer complies with the instructions and regulations issued by the Bank.
2. The Customer makes use of data carriers or means of communication approved or specified by the Bank for its communication with the Bank or with a third party designated by the bank. The Customer makes use of this taking into consideration the Bank's instructions and regulations.
3. The Bank may postpone the execution or refuse to execute orders if these have not been submitted correctly. In special circumstances, the Bank may refuse to execute orders given by or on behalf of the Customer or the Bank may refuse to provide the requested service.

Article 18 Evidential force of the Bank's records and record keeping period

An abstract from the Bank's records serves as prima facie evidence vis-à-vis the Customer, subject to rebuttal evidence produced by the Customer. The Bank is not required to keep its records for a period longer than the statutory record keeping period.

Article 19 Checking the information provided by the Bank and orders executed by the Bank

1. The Customer must check the confirmations, bank statements, invoices, other specifications or other information that the Bank sends to the Customer or makes available to the Customer as soon as possible after receiving this. If the Bank makes such communications available to the Customer electronically, the Customer must check the information as soon as possible after this has been made available to the Customer. The date of dispatch or the date of making the information available is the date of dispatch or the date of making the information available as is apparent from copies, distribution lists or otherwise from the Bank's records. The Customer must check as soon as possible whether the bank has executed orders given by the Customer or on behalf of the Customer correctly and completely. If the Customer does not receive a notification from the Bank, whereas the Customer knows or should know that he could expect a notification from the Bank, the Customer must inform the Bank of this as soon as possible in writing.
2. If the Customer notices a mistake or an omission, he must inform the Bank as soon as possible and take all reasonable measures to prevent (further) damage. If the Bank detects that it has made a mistake or an error, the Bank shall remedy this as soon as possible. The Bank informs the Customer about the detected mistake or error as soon as possible.
3. The Bank is authorised to remedy a mistake or error without the Customer's consent and to reverse an incorrect entry. The Bank is authorised to reverse the crediting of an account of the Customer as a result of an order given by an unauthorised person or a person without legal capability to act.
4. If the Customer requests a copy of information that has already been provided to him by the Bank, the Bank shall provide this to the Customer within a reasonable period and the Bank shall receive a reimbursement for the reasonable costs incurred by the Bank, unless the Bank no longer has this information or the request is unreasonable.

Article 20 Approval of bank documents

If the Customer has not contested the contents of confirmations, statements of accounts, invoices, other specifications or other information sent or made available to the Customer by the Bank in writing within thirteen months after such documents have been made available to the Customer by or on behalf of the Bank, the contents of such documents shall, in any case and notwithstanding the Customer's obligation pursuant to Article 19, be deemed to have been approved by the Customer. If such documents contain any arithmetical errors, the Bank shall remedy these errors, also after the expiry of the period of thirteen months.

Article 21 Obligation to retain records and confidentiality obligation

1. The Customer must store and treat with care the items made available to the Customer such as forms, data carriers, means of communication, security measures, cards, personal and access codes and passwords. The Customer must treat personal pin codes and access codes and such with due care and keep these confidential for other persons. The Customer adheres to the security regulations issued by the Bank.
2. If the Customer knows or can reasonably suspect that items that the Bank has made available to the Customer have come into unauthorised hands or that abuse is being made or can be made or that an unauthorised person knows his pin code and/or access code, he must immediately notify the Bank of this.

Article 22 Commission, interest and fees

1. The Bank charges commissions, interest and fees for its services. The Bank may change the amount thereof, unless agreed otherwise in writing. If the amounts of these commissions, interest and fees have not been agreed in advance between the Customer and the Bank, the Bank shall charge its usual commissions, interest and fees.
2. When providing its services, the Bank informs the Customer to the extent reasonably possible about the amount of its charges (commissions, interest, fees). The Bank ensures that the information about these charges can easily be obtained.
3. The Bank may deduct the commissions, interest and fees owed by the Customer from an account that the Customer holds with the Bank without notifying the Customer in advance. If an unauthorised debit balance arises on the account due to the deduction, the Customer must immediately clear the debit balance without the Bank being required to give notice of default.

Article 23 Conditional credit entries

Each credit entry of an amount received or to be received in favour of the Customer is made subject to the proviso that the Bank actually receives this amount definitely and unconditionally. If this condition has not been satisfied, the Bank may reverse the credit entry – without prior notification – by debiting the same amount with retrospective effect. If the amount received or to be received was converted into another currency when crediting the account, the bank may make the debit entry in the other currency at an exchange rate at the time of execution. Costs in connection with the reversal are for the Customer's account.

Article 24 Lien

1. As a result of these General Banking Conditions becoming applicable, the Customer:
 - a) undertakes to pledge the following goods including the related ancillary rights to the Bank as security for all that which the Customer may owe or come to owe the Bank at any given moment:
 - i. all (cash) receivables that the Bank owes to the Customer on any account whatsoever;
 - ii. all goods, documents of title, securities and other financial instruments that the Bank or a third party on behalf of the Bank, on any account whatsoever, holds or obtains of or for the Customer;
 - iii. all securities in collective depositories that the Bank holds in custody or acquires;
 - iv. all goods that (shall) take the place of the goods under i, ii, or iii;
 - b) insofar as legally possible, the Customer pledges the goods referred to in sub a to the Bank;
 - c) grants the Bank an irrevocable authorisation, with the right of substitution, to pledge these goods to itself in the name of the Customer, if necessary repetitively, and to do everything that serves the pledge.
2. The Customer guarantees that he is authorised to make the pledge and that the goods in question are or will be free of rights and claims of other parties than the bank.
3. The Bank shall release the pledged goods, if the Customer wishes to have these goods in his possession, if the value of the then remaining pledged goods provides sufficient cover for all that the Customer, on any account whatsoever, owes or may come to owe to the Bank. The Bank may only seize and execute the pledged goods if the Customer's debt to the Bank has become due and payable and the Customer is in default. The Bank shall not seize and execute more of the pledged goods than necessary for the payment of the debt that the Customer owes to the Bank. After the Bank has exercised its seize and execution right, it shall notify the Customer of this in writing as soon as possible.

Article 25 Right of set-off

The Bank shall at all times be entitled to set off all and any debts receivable by the Bank from the Customer, whether or not due and payable and whether or not contingent, against any debts owed by the Bank to the Customer, whether due and payable or not, regardless of the currency in which such debts are denominated. If, however the Customer's debt to the Bank or the Bank's debt to the Customer is not yet due and payable - and provided that the Customer's debt and the Bank's debt are expressed in the same currency - the Bank shall not exercise its right of set-off except in the event of an attachment being levied upon the Bank's debt to the Customer or recovery being sought from such debt in any other way, or in the event that a restricted right is created thereon or the Customer assigns the Bank's debt to a third party by singular title, or the Customer is declared bankrupt, or has entered into a moratorium of payments or another insolvency regulation or statutory debt repayment arrangement applies to the Customer. Debts expressed in a foreign currency shall be set off at the exchange rate on the day of set-off. If possible, the Bank shall inform the Customer in advance that it intends to exercise its right of set-off.

Article 26 Collateral

1. As a result of the General Banking Conditions becoming applicable, the Customer has undertaken vis-à-vis the Bank to provide (additional) collateral for all existing and future amounts that the Customer owes to the Bank, on any account whatsoever, at the first request of the Bank and to the Bank's satisfaction. This collateral must be such, and if necessary must be replaced and/or supplement by the Customer to the Bank's satisfaction, that the Bank, taking into account the Customer's risk profile, the cover value of the security and any other factors relevant to the Bank, continually has sufficient collateral. At the Customer's request, the Bank shall inform the Customer of the reason of the demand for collateral, or the replacement or supplement thereof. The amount of the required collateral must reasonably be in proportion to the Customer's obligations.
2. Pledge and mortgage rights of the Bank also serve, in the event that another banking institution, as its legal successor under general title, continues the banking relationship with the Customer, partially or in full, in favour of the other banking institution as if this was the Bank itself.
3. The Bank can terminate its pledge or mortgage rights at any moment, partially or fully by giving notice of termination.
4. Establishing a (new) security right in favour of the Bank does not serve to replace or release (existing) security rights.
5. If the General Banking Conditions are used vis-à-vis the Customer to amend, supplement and/or replace previous General (Banking) Conditions, all by virtue of earlier general (banking) conditions existing collateral, security rights and set-off rights remain in full force in addition to the rights and powers by virtue of these General Banking Conditions.

Article 27 Immediately due and payable

If the Customer is in default with regard to the fulfilment of any obligation to the Bank, the Bank may make the amount due by the Customer immediately due and payable by giving notice, unless this is not justified in view of the minor importance of the default. Such a notice of termination must be made in writing and state the grounds for termination.

Article 28 Special costs

1. If the Bank becomes involved in a seizure, dispute or proceedings between the Customer and a third party, then the Customer shall fully reimburse the costs incurred by the Bank resulting there from (for example the costs of legal assistance).
2. All other special costs incurred by the Bank following from the relationship with the Customer are for the Customer's account insofar as this is reasonable.

Article 29 Taxation and levies

All taxation, levies and such – under whatever name and levied by whomever - that concern the relationship between the Customer and the Bank are for the account of the Customer, unless agreed in writing otherwise or a provision of imperative law specifies differently.

Article 30 The form of notifications

Notifications to the Bank must be made in writing, unless a different manner of communication has explicitly been agreed with the Bank.

Article 31 Incidents and disasters

If (in the execution of) an agreement between the Bank and the Customer an incident or disaster threatens to occur, occurs or has occurred, the Customer must, at the Bank's request, do or refrain from doing everything what the Bank reasonably considers necessary in connection therewith.

Article 32 Partial nullity or annulability

Should a provision in these General Banking Conditions be invalid or annulable, then this does not imply that another provision of these Conditions is (partially) invalid or annulable. If a provision in these General Banking Conditions should be invalid or annulable, it will be replaced by a valid provision that is as close as possible to the import of the invalid or annulable provision.

Article 33 Applicable law

The relations between the Customer and the Bank shall be governed by the laws of the Netherlands, unless imperative law prescribes otherwise.

Article 34 Complaints and disputes

1. If the Customer is not satisfied with the services provided by the Bank, the Customer must first turn to the Bank taking into account the Bank's procedure for this.
2. Disputes between the Customer and Bank shall only be brought before the competent Netherlands Court, except in the case of imperative law and the following:
 - a) The Customer can also submit a dispute to the authorised dispute and complaint committees.
 - b) The Bank can also submit a dispute to the foreign court that is competent for the Customer.

Article 35 Termination of the relationship

Both the Customer and the Bank may terminate the relationship between the Customer and the Bank in writing completely or partially. If the relationship is terminated by the Bank, the Bank shall, upon request, inform the Customer of the reason for such termination. After notice of termination of the relationship has been given, the existing individual agreements between the Customer and Bank shall be settled as soon as possible taking into account the applicable time periods. During the settlement, these General Banking Conditions and the specific conditions that apply to the individual agreements remain applicable.

Article 36 Transfer of contracts

As a result of these General Banking Conditions becoming applicable, the Customer has, in the event of a (partial) transfer of the business operations of the bank, agreed to cooperate in advance that the Customer's legal relationship with bank in connection with the (partial) transfer shall (partially) be transferred to a third party.

Article 37 Amendment of and additions to the General Banking Conditions

Amendments of and additions to these General Banking Conditions shall not take effect until after the representative Dutch consumers' and employers' organisations have been consulted about such amendments and additions and also about the manner in which the Customer shall be informed of the amendments and additions. The amendments and additions shall be filed at the Registrar's Office of the District Court of Amsterdam. These amendments and additions will not take effect until sixty days after the date of filing.

A copy of these General Banking Conditions has been filed by the Netherlands Bankers' Association at the Registrar's office of the District Court of Amsterdam under number 61/2009 on 27 July 2009.

5 GENERAL PRODUCT CONDITIONS FOR BANK ACCOUNTS AND PAYMENT SERVICES

Article 1: Opening and Managing the Account

1. The Account will be made available once the Client has made all necessary information and documentation available.
2. Handelsbanken is never obliged to open or maintain an Account.
3. The Account is managed by the Client and its Representative Representative(s). If an Account is ascribed to multiple Clients (“and/or Account”, Dutch: “*en/of rekening*”) each of these Clients is fully empowered, both individually as mutually, to have disposal over the Account and perform legal actions concerning the Account.
4. The Account may not be used for transactions which are forbidden by law and/or regulations and/or transactions that could, to the interpretation of Handelsbanken, lead to an impairment of the integrity or reputation of Handelsbanken.
5. Unauthorized usage of the Account takes places at the sole and exclusive risk and account of the Client.

Article 2: Usage of the Checking Account

1. The Payment Account is meant for the processing of payment services for the Client.
2. The Payment Account is meant for transactions in euro, unless another currency has been designated to the Account.

Article 3: Communication channels

1. The Clients and its Representative(s) can use all Communication channels of Handelsbanken which have been made available to the Client according to a specific agreement made between parties.
2. Handelsbanken is allowed to, whether or not requested by Client, close or limit functions on specific communication channels.
3. The Representative(s) of the Account Holder will also be entitled to have disposal of the funds on the Account of the Account holder using the digital banking services, regardless of the existence of an agreement for those services with Handelsbanken. The Representative(s) will also have the right to access information about the balance, credit limit (if applicable) and transactions on the Account. The same right to access the funds and information is also applicable for a legal representative appointed as such by law.
4. In usage of the electronic banking services, Handelsbanken is authorized to process orders entered in these services once they have been approved by conformation using the password or PIN code of the Account Holder or any other authorized party and, in applicable and appropriate cases, a digital certificate. Representatives who, in accordance with the aforementioned, have disposal of an Account with electronic banking services of another person, will be distributed a personal password and, in applicable and appropriate cases, an electronic certificate or *token* to provide payment orders to the Bank. The approval of transactions will not be checked in any other way. Orders that have been given are binding for the Account Holder and can only be corrected or withdrawn if such has been specifically noted in the orders for a service.

Article 4: Account Provisions

1. The Client will comply with user instructions and other directions given by Handelsbanken.
2. The terms of use, costs and interest conditions on the Account will be determined and calculated based on the applicable conditions, which will be made available to the Client upon opening the Account. Handelsbanken has the right to change these applicable conditions from time to time with immediate effect and without previous notification.
3. Credit interest is calculated based on the actual days passed from the Business Day after the day the deposit has been made on the Bank Account.
4. Handelsbanken is entitled to debit the Account for expenses, costs and fees in connection to the Account and orders processed on behalf of the Client, as well as for payment of other claims Handelsbanken has on the Client.
5. To the degree allowed by law, Title 7B of the Dutch Civil Code (*‘Burgerlijk Wetboek’*) as well as other laws and regulations seeking to implement Regulation 2007/64/EG of the European Parliament and the Council of 13 November are not applicable.

Article 5: Payment orders

1. At request of the Client, Handelsbanken can process or arrange for the processing of an outgoing payment order. Handelsbanken may put forth additional conditions for the delivery and processing of payment orders, such as a distinction in sorts of payment transactions, communication channels and/or other variables.
2. In case the Client orders Handelsbanken to perform recurring payments from the Account (periodic transfers) the Client is obliged to arrange for the availability of sufficient funds on the Account. If a negative balance exists before the payment or would come to exist as a result of the payment, Handelsbanken has the right not to process the Order (completely), to suspend it or to recover funds from the beneficiary Account.
3. If Handelsbanken received a payment order after the applicable Business Day cut off time for processing, the first Business Day following it will be recorded as Order Date. If the requested payment Order Date lies on a certain day in the future, that date will be the Order Date; if it is not a Business Day, the Order Date will move to the first Business Day following it.
4. For all outgoing payments Handelsbanken is obliged to deliver its best possible effort to arrange for the beneficiary to receive the amount of the payment in time. Handelsbanken will comply with all applicable (inter)national laws and regulations.
5. Client is bound to deliver its payment orders with due diligence, noting all required information about the transactions that is to be processed, including all information about the beneficiary and its bank.
6. Handelsbanken is not obliged to verify the accurateness of the information mentioned in the payment order and will process the payment based on the account number of the beneficiary that has been provided by the Client.
7. The Client can request Handelsbanken to process a payment with urgency. In this case the processing of that payment will take place as soon as possible.
8. If a transaction is processed between two Accounts of the same Client with Handelsbanken, Handelsbanken will calculate the interest in such a manner that the Client will not lose interest days.

Article 6: Refusal of a payment order

1. Handelsbanken is entitled to refuse or suspend a payment order for its own reasons. If a payment will not be processed (on time), Handelsbanken shall inform the Client of this.
2. Handelsbanken is allowed to charge a fee for the handling of the refused payment if the refusal can be justified from an objective point of view.

Article 7: Incoming Payments & Currency

1. If an incoming payment is received, Handelsbanken will receive the amount on behalf of the Client.
2. If an incoming amount is received in another currency than the currency of the Account, Handelsbanken will decide whether this currency is accepted and against which exchange rate and on which moment the currency exchange will take place. The exchanged amount will be added to the Account in its own currency.

Article 8: Overdrafts & Exceeding the Credit limit

1. If the Client has been provided with a Credit, overdrafts on the Account are allowed up to the determined Credit limit. If no Credit limit has been authorized, overdrafts are not allowed.
2. In the case of a non-permitted overdraft on the Account, the Client is obliged to immediately supplement the shortage by making a deposit in the Account. During the period of the non-permitted overdraft the Client will owe an interest rate of 1% per month over the amount of overdraft, calculated on a daily basis and charged at the end of each calendar month.

Article 9: Liability

1. When a payment order contains incomplete or incorrect information, Handelsbanken will not be liable for the non-execution or defective execution of the payment order.
2. From the moment the payment service provider of the beneficiary has received the transaction amount, Handelsbanken is no longer responsible for the processing of the payment order, The Client can request Handelsbanken to request the payment service provider of the beneficiary to reimburse the paid amount. Handelsbanken may charge a fee for this service to the Client.

3. In the case of culpable failure the liability of Handelsbanken is limited to the reimbursement of the amount of the payment order and the transaction fee charged by Handelsbanken with regard to the payment order.

Article 10: Cancellation of an Account

1. Both the Client as Handelsbanken are entitled to close the Account, subject to a cancellation term of one month. The Client can only make a request for Account closing in writing. If multiple Clients are holder of the same Account, this request will have to be made jointly.
2. In case the Client is in default, urgent circumstances exist or a legal provision or regulation would come into effect, Handelsbanken is entitled to immediately close the account while sending notice to the Client.
3. Handelsbanken is entitled to close the Account if it was not used by the Client in the twelve previous months.
4. After closing the Account, Handelsbanken is entitled to independently pay applicable Client funds to the Client. Handelsbanken is not obliged to further service of payments for the Client.

6 GENERAL PRODUCT CONDITIONS FOR DEPOSITS

Article 1: Deposit Account and Counter Account

1. Every Deposit Account will be connected to a Counter Account determined by the Account Holder in the name of the Account Holder.
2. The Account Holder can open several Deposit Accounts on its name.

Article 2: Fixed Interest Period

1. The Client and Handelsbanken can agree to a tenor for a Fixed Interest Period of the Deposit.
2. The Fixed Interest Period will commence on the Business Day of payment of the Deposit Amount on the relevant Deposit Account and will end once the agreed Fixed Interest Period ends.

Article 3: Interest

1. During the Fixed Interest Period the applicable annual interest percentage is fixed.
2. The Deposit will bear interest from the first day of the Fixed Interest Period.
3. Handelsbanken will pay the interest on the last day of the Fixed Interest Period on the Counter Account of the Client.

Article 4: Early withdrawal

1. The Client is allowed to partially or fully withdraw the Deposit before the end of the Fixed Interest Period.
2. The Client is obliged to inform Handelsbanken of the early withdrawal in writing and at least three Business Days before the requested date of the early withdrawal.
3. Withdrawal fees apply to the amount of the early withdrawal, being one percent of the amount withdrawn with a minimum of 100 euro's and (if applicable) the cash value forthcoming from the positive difference between:
 - (i) the interest percentage offered by the financial markets over the withdrawn amount from the date of the early withdrawal up to the maturity date of the relevant Fixed Interest Period and;
 - (ii) the interest the Bank would have paid from the date of the early withdrawal up to the last day of the relevant Fixed Interest Period if no early withdrawal would have taken place.Handelsbanken is entitled to settle the withdrawal fee with the Deposit amount to be paid to the Client and/or the accrued interest.

Article 5: Transfers

1. The Client authorizes Handelsbanken to process all necessary transfers between the relevant Deposit Accounts and Counter Accounts held with the Bank in order to process all transactions related to the Deposit.
2. Upon commencement of the Fixed Interest Period the Deposit Amount will be transferred by Handelsbanken from the Payment Account and/or Counter Account to the Deposit Account. Upon maturity of the Fixed Interest Period the Deposit Amount will be retransferred to the Payment Account and/or Counter Account the Client holds with the Bank. If the date requested by the Client or the maturity date of the Fixed Interest Period is not a Business Day, the transaction will be processed on the first Business Day following that day.

Article 6: Confirmations by the Bank

The Bank will send a written confirmation on the Business Day previous to the date the Deposit is made, mentioning the Deposit Amount, the Fixed Interest Period and the Interest Rate regarding the Deposit. Contrary to Article 20 of the General Banking Conditions, the contents of the confirmation will be regarded as approved by the Client unless disputed within two Business Days.

Article 7: Deposit in foreign currency

1. Every deposit with a currency exchange is subject to a significant risk of exchange rate fluctuations. The value of the Deposit can decrease in result thereof. This risk is completely and solely borne by the Client.
2. Handelsbanken will decide which currencies are accepted for Deposits and against which exchange rate and at which exchange moment the exchange is executed.

7 GENERAL PRODUCT CONDITIONS FOR SAVINGS

Article 1: Savings Account and Counter Account

1. These General Conditions for Savings apply to the Handelsbanken Private Savings Account.
2. The Handelsbanken Private Savings Account is available for private Account Holders, including private pension companies and non-profit foundations or associations not deploying business activities.
3. The Account Holder can open one Savings Account on its own name and one Savings Account on the name of the Account holder and/or its partner (and/or account, Dutch: '*en/of rekening*')
4. The opening and closing of a Handelsbanken Private Savings Account is free of charge.
5. The Savings Account is solely available for managing Savings and not for payment transactions or other purposes.
6. Every Savings Account will be connected to a Counter Account designated by the Account Holder and on the same name of that Account Holder(s). The Counter Account must be held with Handelsbanken or another banking institution in The Netherlands. Handelsbanken may lay out additional conditions regarding the nature of or changes to the Counter Account.

Article 2: Interest

1. Handelsbanken will reimburse a floating interest rate to the credit balance on the Savings Account. The Bank can change the interest rate at all times. The applicable interest rate will be made available to the Client by Handelsbanken and can be retrieved at the branch office.
2. The interest reimbursement will be calculated per month based on the daily monetary balance in that period. The reimbursement will be credited to the Savings Account of the first Business Day of the following month.
3. For the calculation of the interest that is to be paid by Handelsbanken to the Savings Account, the actual number of days will be used for the relevant period and each year will be determined at 360 days.
4. The maximum interest-bearing amount of savings on the Handelsbanken Private Savings Account is one million euro. The branch office can determine a minimum amount of interest bearing savings.

Article 3: Transactions

1. The Account Holder can deposit and withdraw funds on or from the Savings Account on Business Days free of charge. All deposits and withdrawals will be processed through the Counter Account. If the Counter Account would not be available temporarily or permanently, Handelsbanken will refund the Savings amount to the Savings Account.
2. Deposits and withdrawals can be made by the means Handelsbanken has made available for this purpose or at the branch office during the applicable opening hours.
3. If the Client designates a day for a transaction that is not a Business Day, the transaction will be processed on the first Business Day following that day.

Article 4: Account statements

The Account Holder will receive a monthly account statement, either electronically or by mail, containing an overview of the Savings balance and any credited interest, withdrawals and/or deposits in that period.