Handelsbanken

Svenska Handelsbanken AB (publ), Luxembourg Branch
located at 15, rue Bender, L-1229 Luxembourg,
R.C.S. Luxembourg B-39099,
a branch of Svenska Handelsbanken AB (publ), a public limited liability company incorporated under the laws of Sweden with registered office at SE-106 70 Stockholm, registered with the Swedish Companies Registration Office under number 502007-7862

(hereinafter referred to as the "**Bank**")

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SPECIAL TERMS
IN THE CONTEXT OF CERTAIN LOAN SERVICES BY THE BANK

1 SCOPE

1.1 The present special terms (the "Special Terms"), as amended from time to time in accordance with Clause 14, serve the purpose of providing supplementing information and terms, in compliance with Luxembourg law and/or the Bank's practice, to clients who benefit or who may soon benefit from loan services from the Bank (each a "Customer").

These Conditions do not imply that the Bank offers the Customer custody, payment, investment or other bank services. Bank services are rendered by the Bank only in so far as they have been agreed upon between the Bank and the Customer and have been the subject of appropriate contractual documentation concluded between the same.

These Special Terms do not amend or replace the loan agreements from time to time between the Bank and the Customer. These Special Terms do also not constitute agreement of the Bank to make available loan services to the Customer.

A reference to "Customer" may be to a private individual Customer or to a legal entity Customer (herein, the "Corporate Customer").

1.2 The Bank is subject to the prudential supervision of the financial supervisory authority in Luxembourg, the Commission de Surveillance du Secteur Financier (the "CSSF"), the address of which is at L-2991 Luxembourg, 283, route d'Arlon.

As a Luxembourg branch of a Swedish bank (i.e., Svenska Handelsbanken AB (publ), a public limited liability company incorporated under the laws of Sweden, with registered office at SE-106 70 Stockholm and registered with the Swedish Companies Registration Office under number 502007-7862 (the "Head Office")), the Bank is also subject to the prudential supervision of the financial supervisory authority of the Head Office, the Finansinspektionen, the postal address of which is Box 7821, 103 97 Stockholm, Sweden.

1.3 All information request the Customer may have in relation to the Special Terms should be addressed to the Bank by fax: +352 27 486-4001 and/or email at: mortgagedesk@handelsbanken.lu or to the Customer's usual relationship manager.

1.4 In these Conditions, a "Business Day" is a day on which banks are open for business in Luxembourg (excluding public and bank holidays).

A reference to "laws and regulations" or to a relevant piece of law or regulation in these Special Terms, is a reference to the laws and regulations applicable to the Bank, as they may be amended from time to time. A reference to "Luxembourg laws" includes a reference to European instruments with immediate application in Luxembourg.

1.5 The use by the Customer of the Bank's dedicated online facility to access his Administration Account and communicate with the Bank is governed by Luxembourg laws and regulations, including the provisions of the law of 14 August 2000 on electronic commerce, as amended, these Conditions, the specific conditions regarding online banking services and the personalised access codes supplied by the Bank to the Customer. The online banking services are automatically included in the services provided to the Customer with the opening of the Administration Account

2 PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

2.1 Before the establishment of a business relationship with the Customer, the Bank shall apply all appropriate customer due diligence measures (the "Measures"), as required by Luxembourg laws and regulations.

Such Measures include, amongst others, and without limitation, identifying the Customer (and in case of a Corporate Customer, also its directors and other representatives) and verifying its identity, as well as the identity of the beneficial owner(s) (if different) on the basis of sufficient and reliable evidence, obtaining information on the purpose and intended nature of the business relationship requested by the Customer and understanding the origin of the revenues and assets of the Customer (including its tax status and proper compliance with tax obligations).

The Measures will also be applied during the ongoing relationship with the Customer, on a risk-sensitive basis. Depending on the risk of money laundering or terrorist financing assessed by the Bank, the scope and intensity of the Measures may vary and the Bank reserves the right to apply simplified or enhanced Measures on the basis of its sole evaluation of the specific situation of the Customer.

2.2 Should the Bank be unable to complete the Measures applied by it, the Bank will, in such a case, refuse to establish the business relationship with the Customer or, as the case may be, refuse to transact with the Customer in the future.

2.3 The Customer accepts to comply with such Measures and provide the Bank with such confirmations and documents as may be requested by the Bank from time to time.

3 LOAN ADMINISTRATION ACCOUNT

3.1 Description and purposes. For each loan agreement concluded between the Bank and a Customer (as such loan agreement may be amended, supplemented or novated from time to time, as permitted by the contractual terms of such loan agreement and any applicable laws, including mandatory laws (each a "Loan Agreement")), the Bank may open a loan administration account (the "Administration Account") which serves the purpose of identifying, reconciliating, recording and evidencing the amounts lent by the Bank and owed and paid by the Customer to the Bank from time to time, in accordance and in compliance with the Loan Agreement.

An Administration Account does not constitute a custody account and does not allow the Customer to request or benefit from custody and payment services. The Administration Account is solely intended to allow the Bank to service and administer its loan services under a relevant Loan Agreement and to be able to generate accurate reporting on the status of the Customer's obligations under that Loan Agreement at a relevant moment in time.

An Administration Account indicates, at a relevant moment in time, amongst others, the principal outstanding amount under the Loan Agreement at the beginning of the period and at the end of the period, interest and default interest to be paid (if any and if applicable) and any fees and costs to be paid (if any and if applicable) , all as per the terms of the relevant Loan Agreement.

An Administration Account is identified by an account number, identified in the bank relationship application completed by the Customer in relation to a Loan Agreement (the "**Relationship Application**") or otherwise notified by the Bank to the Customer in relation to a Loan Agreement.

3.2 Several borrowers under a Loan Agreement. In case of several Borrowers under a Loan Agreement, one Administration Account will be generated for that Loan Agreement irrespective of the number of Customer borrowers.

3.3 Connexity ("*lien de connexité*"). All operations that the Customer conducts with the Bank are connected so that the Bank and the Customer are entitled to refuse performance of their respective obligations until the other party has complied with the obligations incumbent upon it.

4 REPRESENTATION OF A CUSTOMER AND INSTRUCTIONS

The provisions below apply only to the extent not otherwise provided in the relevant Loan Agreement and for the matters related to that Loan Agreement.

4.1 The Customer may be represented in dealings with the Bank by one or several attorneys. The Customer will provide the Bank with a list of all persons authorised to give instructions on its behalf together with

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specimen signatures. Should attorneys of the Customer cease to be authorised in that capacity, the Bank shall not be liable for liaising with such persons if they are in accordance with the most recent delegations received by the Bank. Any action taken by the attorney, after the death of the Customer, but without actual knowledge of this death by the Bank, and which is otherwise valid and enforceable, shall be valid and binding upon its heirs.

In case of termination of the power of attorney, the Customer must promptly provide a copy of the termination letter to the Bank. The power of attorney will cease on the next Business Day following the date on which the Bank receives such termination notice by registered letter.

The Customer assumes sole responsibility for the choice of its attorney and for its actions. The Customer is fully aware of all risks involved in granting a power of attorney to a third party and accepts the consequences of such power of attorney. The Bank has no duty to supervise or to ensure compliance with any limitations or instructions agreed between the Customer and its attorney, except to the extent communicated to the Bank.

4.2 Joint Customer borrowers under a Loan Agreement ("Joint Borrowers" and each a "Joint Borrower") are not attorneys one of the others, unless otherwise expressly specified in the relevant Loan Agreement. The same applies for Loan Agreements with several Borrowers without joint and several liability.

4.3 The Bank retains the right not to execute instructions given otherwise than in writing. If not otherwise agreed, any instruction given to the Bank will be considered valid one (1) Business Day after their receipt at the Bank.

4.4 The Customer hereby authorises the Bank to follow instructions given by telephone, telefax or e-mail, relating to the loan services the Bank offers to the Customer. Notwithstanding the preceding sentence, it is expressly agreed that the Bank may but need not accept and carry out instructions transmitted by telephone, telefax or e-mail. The Bank shall confirm the execution of these instructions to the Customer within the shortest possible time, and in compliance with such deadlines applicable to the Bank. Subject to the above, the Bank may also, but is under no obligation to, carry out instructions transmitted by e-mail. Any damage or loss resulting from the use of the postal service, telephone, telefax, e-mail, or any other form of message transmission or transport undertaking, in particular as a result of loss, delay, misunderstanding, alteration, defacement or duplicated posting shall be borne by the Customer.

4.5 The Bank is not obliged to verify the identity of the signatory of instructions received, nor to effect any other control, except check the signatures on documents received against the specimens deposited with it. The Customer recognises the risks involved should the Bank receive and act on fraudulent instructions or instructions given by a person without lawful authority, or in the event of error in the transmission of instructions by telephone, telefax or e-mail. The Customer hereby releases the Bank from any liability that it may incur therefrom, and accepts the full risk of the Bank acting on any unauthorised, fraudulent, forged, mistaken or incorrect instruction, except in case of a gross negligence or wilful misconduct of the Bank.

4.6 The Customer shall notify the Bank on each occasion when instructions are to be executed within a time limit and where delays in the fulfilment of such instructions may cause specific damage. If no such notification has been given, the Bank shall only be liable for losses arising from its gross negligence.

4.7 The Bank retains the right not to execute instructions which it deems incomplete, imprecise or if it believes they lack authenticity or may prove fraudulent and will inform the Customer as soon as possible of such refusal. The Bank shall not be held liable for any consequences resulting of such refusal. The Bank has the right to require a confirmation by letter on the same day of any instruction given verbally, by telephone, by telefax or e-mail. Failure by the Customer, to send such letter shall not however affect the validity of any action taken by the Bank. In addition, the Bank will bear no responsibility for any consequences arising from delays in the execution of an instruction in cases where the Bank deems necessary to request further clarification to the Customer on its instruction.

4.8 Recording telephone calls. The Customer specifically authorises the Bank to record all telephone conversations between the Customer and the Bank. The recording may be used in court as evidence as if it were a written document.

4.9 For instructions where the handwritten signature of the Customer has been replaced by an electronic means of signature or any other similar technical, personal and confidential means implemented by the Bank, the use of such means by the Customer will have the same binding force as the use of a handwritten signature.

4.10 Evidence. In derogation of the rules of evidence contained in article 1341 et seq. of the Civil Code of the Grand-Duchy of Luxembourg, the Customer and the Bank expressly agree that the Bank may prove instructions received and the entering into and performance of any documents (e.g. without limitation, contractual documents) by any means legally admissible in commercial matters, including without limitation testimony and oath. In this regard, the entries made in the books of the Bank, including loan administration account statements sent in accordance with Clause 6, are expressly considered to constitute reliable evidence of the transactions, and proof of any verbal or telephone instructions from the Customer may be administered by testimony of witnesses (including testimony of the Bank's employees), or any other suitable means, including the recording on magnetic tape or any other recording medium. Scanned documents, micrographic reproductions and computer records realised by the Bank based on original documents are also deemed to be trustworthy pieces of evidence, and proof to the contrary can only be made by means of documents of similar nature or in writing ("*preuve par écrit*"), except as permitted otherwise by law. In the case of instructions or any other documents (e.g. without limitation, contractual documents) signed and sent by a Customer by telefax or e-mail, only the document in the version received by the Bank may serve as a proof of the instruction given or the signature of the document by the Customer.

5 TAX RESIDENCE AND STATUS

For the purposes of the Bank's Customer identification and reporting obligations under the Luxembourg law of 24 July 2015 concerning FATCA and the Luxembourg law of 18 December 2015 concerning the Common Reporting Standard, each as amended from time to time, and any other automatic exchange of information procedures to which the Bank may be subject to from time to time under the laws and regulations of any relevant jurisdiction, the Customer will be required to certify to the Bank, whether as part of the Relationship Application or through separate self-certification forms, in which country(ies) the Customer is resident for tax purposes and, in case of a Corporate Customer, its status and, as the case may be, in which country(ies) the individuals controlling the Customer are resident for tax purposes. The Customer also accepts to provide the Bank with such relevant confirmations and supporting evidence on the proper compliance by him with all its tax obligations. The Customer certifies that any such information provided to the Bank is true, complete and up-to-date. The Customer undertakes to promptly inform the Bank of any change of circumstances that may cause this information to be incomplete, outdated or incorrect. The Bank cannot be held liable for any consequences that may result from such information being incomplete, incorrect or outdated. The Bank reserves the right not to engage in future business relationship with the Customer if the Bank has any reason to believe that such information is incomplete, incorrect or outdated and the Customer does not promptly provide, to the satisfaction of the Bank, sufficient information to cure the situation. The Customer must consult its own tax advisor in relation to its tax obligations and the correct country(ies) of tax residence.

6 COMMUNICATIONS / CORRESPONDENCE

The provisions below apply only to the extent not otherwise provided in the relevant Loan Agreement and for the matters related to that Loan Agreement.

6.1 Method of communications. The Customer may communicate with the Bank by courier, telefax or by e-mail. All communications between the Bank and the Customer will be to the address, telefax number or e-mail address and to the department specified in the Relationship Application or in any later notification of change in writing.

6.2 Communications despatch.

Communications and instructions dispatched to the latest address, email address, telefax or telephone number notified in writing to the Bank, made by the Bank to the Customer, are deemed to have been duly received by the Customer:

- if sent by post: two (2) Business Days after the date of posting (or five (5) Business Days if sent to or from a place outside Luxembourg);
- if sent by telefax or electronic email: except as otherwise stated in separate specific conditions, are deemed received the same day by the recipient if sent before four (4) pm, Luxembourg time the same Business Day; if sent after four (4) pm Luxembourg time, they will be deemed received the Business Day after;
- if communications from the Bank are made by referring in any of its documents to a website on which they are posted, they are deemed to have been received by the Customer on the date that the relevant document bears.

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The Bank will only provide information via its website subject to the Bank being satisfied that the Customer has regular access to the Internet (which shall be deemed to be the case when the Customer has provided the Bank with an e-mail address for the purposes of corresponding with the Bank). The Customer specifically consents to the provision of information via the Bank's website. The Bank will notify the Customer electronically (by e-mail, through the online facility system or otherwise) of the place where the information may be accessed.

6.3 Should the Customer have deceased, messages are still validly sent to the last address known to the Bank.

6.4 Communications regarding an Administration Account involving several Customer borrowers under a Loan Agreement will be sent to the common address indicated to the Bank by such Customer borrowers. If no such address has been indicated, mail shall be forwarded to the last communicated address of any one of these Customer borrowers. In either case, the communication made by the Bank in accordance with this paragraph shall serve as communication to all Customer borrowers under the relevant Loan Agreement.

6.5 All changes of address must be notified to the Bank in writing without delay. Should mail be returned to the Bank with an indication that the addressee is unknown at the specified address, the Bank would be entitled to keep such letter and all subsequent mail addressed to the Customer at the Bank under the responsibility of the Customer.

6.6 Mail is considered as despatched on the day it is dated. Mail returned to the Bank because of unknown addresses is considered as delivered and received on the day it is dated.

6.7 Communications and instructions made by the Customer to the Bank are deemed to have been duly received when actually received by the Bank. Notwithstanding the preceding, electronic communications by the Customer, are deemed received the same day by the Bank if sent before four (4) pm, Luxembourg time the same Business Day; if sent after four (4) pm Luxembourg time, they will be deemed received the Business Day after.

6.8 The Bank sends out loan administration account statements to the Customer in accordance with the Bank's agreed intervals under a Loan Agreement (if any). In case this is not agreed in the Loan Agreement, loan administration account statements will be sent by the Bank to the Customer annually. The Customer shall immediately check for accuracy, correctness and completeness of any information received from or through the Bank.

The Bank will to the extent possible provide communication, including statements, as electronic documents sent through the dedicated online facility of the Bank, to the extent the Customer has access thereto. The Customer may, where permitted by law, choose to receive such communication/documents in paper format via post

Save in case of material errors, complaints concerning any communication from the Bank must be received by the Bank at the latest thirty (30) days after the date of despatch. After such period has elapsed, documents communicated shall be deemed accepted and constitute *prima facie* evidence of the amounts lent by, and owed and paid to, the Bank under a relevant Loan Agreement.

6.9 The Customer undertakes, at all times, to provide the Bank with its current address.

6.10 Language of communication. Communications between the Bank and the Customer are in the language agreed between the Bank and the Customer from time to time, as reflected in the Bank's files. In this regard, the Customer takes note that the spoken languages at the Bank are English, French or Swedish and the choice of language for usual communications will have to be among such languages.

6.11 By signing these Conditions, the Customer confirms to the Bank that it reads and understands the English language.

7 FEES, COMMISSIONS AND COSTS

7.1 The Bank shall receive remuneration for the services it provides to the Customer in accordance with the Loan Agreement.

7.2 The Customer shall enquire with the Bank about the fees applicable to a proposed loan service before the service is requested from the Bank.

7.3 In relation to exceptional costs which may be incurred by the Bank in the context of a relevant loan service of the Bank to the Customer (and resulting from circumstances related to the Customer that could not be anticipated at the time of the conclusion of the Loan Agreement), the Bank shall promptly inform the Customer of such costs incurred and their cause.

7.4 The Customer accepts that additional costs may be involved and have to be paid by it to the Bank, and not captured in the Loan Agreement, in case the Customer requests more frequent loan administration account statements than on an annual basis or chooses to receive statements as physical papers via post instead of electronic documents. .

8 LIMITATIONS TO THE BANK'S LIABILITY

8.1 General limitation. The Bank shall be liable only for its gross negligence or wilful misconduct in its business relationship with the Customer.

8.2 In particular, and without limitation, the Bank declines all responsibility for any loss or damage resulting from an act of God (*force majeure*), an act of war or revolution, strike, lockout, boycott, blockades, an intervention of a public authority or any other similar event beyond the control of the Bank. The reservation in respect of strikes, lockouts, boycotts and blockades shall apply even if the Bank itself is a party to such measures or conflict. It is expressly agreed that instructions granted by the Customer to by the Bank are entirely at the risk of the Customer in particular misunderstandings, errors, duplication, fraud, abuse and all misrepresentation, except where the Bank is liable to gross negligence or wilful misconduct. Any damage resulting from legal incapacity of the Customer or of its authorised signatories, heirs, legatees or successors in title must be borne by the Customer, unless such incapacity has been communicated to the Bank in writing prior to the execution by the Bank of a relevant instruction.

8.3 Death of the Customer. As a matter of principle, the Bank shall never be obliged to carry out searches to determine whether a Customer has died or to identify potential heirs/beneficiaries of a deceased Customer.

In the absence of written communication on the death of the Customer, the Bank will bear no responsibility for any acts of proxies of the deceased Customer.

Any person approaching the Bank and claiming to be the deceased Customer's heir shall provide satisfactory evidence of his/her entitlement to the Bank. When, in its opinion, the Bank is provided with satisfactory evidence to clarify the right of disposal (such as *inter alia* certificate of inheritance, certificate of executorship, judgment resolving on the estate), the Bank may consider any person designated as heir or executor in the produced documents as the entitled person. Accordingly, the Bank may respond to any request for information from an entitled person.

When relying on official documents evidencing the estate of the deceased Customer and save in case of gross negligence of wilful misconduct, the Bank shall incur no liability whatsoever in relation to the validity, interpretation and authenticity of such documents.

In case of death of a Joint Borrower, the obligations under the Loan Agreement and related documents will be adjusted in accordance with applicable laws.

8.4. Liquidation of a Corporate Customer. If a Corporate Customer is liquidated, the Bank shall only execute instructions which are given by the liquidator appointed in accordance with applicable law. Unless and until the Bank is notified in writing about the Corporate Customer's bankruptcy, insolvency or dissolution, the Bank will not be liable if it carries out instructions received from an agent or representative of the Customer.

8.5 Non-usage of legal proceedings. No delay or omission on the part of the Bank in exercising any right, power or privilege under these Special Terms shall impair such right or be construed as a waiver of such rights.

9 PROCESSING OF PERSONAL DATA AND BANKING SECRECY

9.1 Processing of personal data. The Customer acknowledges that the Bank collects, stores, processes personal data in connection with the provision of the services to the Customer. This may also include transfers of personal data outside of Luxembourg concerning the Customer including in countries outside of the European Economic Area which may not have the same level of data protection as Luxembourg.

The Bank is as the data controller responsible for the processing of the personal data that the Customer may provide in conjunction with entering into the business relationship with the Bank and processes the personal data of the Customer in accordance with the European data protection legislation (including the EU Data Protection Directive (95/46/EC), the EU General Data Protection Regulation (Regulation (EU) 2016/679) and any other EU or national legislation which implements or supplements the

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foregoing) and the terms of the Privacy Notice of the Bank available on www.handelsbanken.lu

The documentation and personal information that the Customer provides to the Bank, including personal data, may have to be shared by the Bank with subcontractors of the Bank such as its advisers, agents and service providers for the performance of its services and any other third parties as may be required by law or on the basis of a prior authorisation of the Customer.

In particular, personal data included in money transfers is processed by the Bank and other specialised companies, such as SWIFT (Society for Worldwide Interbank Financial Telecommunication).

The Customer's personal data may be processed for the following purposes:

(i) Performance of the contract: Personal data may be processed for the purposes of the performance of services requested by the Customer (more particularly administration account positions and credit), Customer administration, accounting, litigation, global vision and risk profile of Customer, credit administration, credit and solvability assessment, direct marketing, estate planning, etc.

(ii) Legal obligation: The data is also processed to allow the Bank to comply with legal obligations, including legal obligations under applicable company law, anti-money laundering and the fight against terrorism laws or tax identification (where appropriate) as more specifically described below.

(iii) The personal data is processed for marketing and customer research, which comprises background material for marketing, methods and business development and risk management. Risk management also involves processing information about the borrower and credits to assess the quality of credits for capital adequacy purposes.

(iv) Personal data may be used for direct marketing, unless you have requested that this should be blocked.

Insofar as the Bank's actions are not conducted with the aim of fulfilling contractual terms and conditions, or required by law or the authorities, the legal basis for processing is generally that it is necessary for the legitimate interest of the Bank unless it is overridden by the legitimate interest or the fundamental rights of the Customer.

The Bank collects only such information as is useful to the performance of its business and only within the framework of the service it provides to its clientele.

Refusal to disclose such information to the Bank, refusal to allow it to use such techniques or subsequent withdrawal of any consent to disclosure provided, while being left to the discretion of the Customer, would, amongst others, impede the establishment of the relationship or a future relationship with the Bank.

Any personal data collected by the Bank will be retained by the Bank for a period of ten (10) years after the end of the relationship between the Customer and the Bank.

Processing may be operated through centres located in other European countries and in the United States, according to their local legislation. As a result, the US authorities can request access to personal data held in such operating centres for the purposes of fighting terrorism. A Customer entering into a Relationship Application, a Loan Agreement and/or giving instructions to the Bank is giving consent that all data elements necessary for the correct completion of the transaction may be processed outside of Luxembourg.

9.2 Rights of the Customer. Each Customer who is a private individual has a right to get a copy of or access the personal data relating to her/him and may ask for erasure or a rectification thereof in cases where such data is inaccurate and incomplete.

The Customer has a right to oppose at any time to the processing of personal data concerning him/her which is based on the legitimate interest, in particular to the use of its data for marketing purposes and profiling.

These rights may be limited in some situations – for example, where the Bank can demonstrate that it has a legal requirement to process the data.

To exercise these rights or for any other data protection queries, the Customer can contact the Bank's group Data Protection Officer at the following address:
Svenska Handelsbanken AB (publ)
Dataskyddsombud
106 70 Stockholm
SWEDEN
E-mail: dpo@handelsbanken.se

The Customer has also a right to lodge a complaint in terms of data protection related issues with the Luxembourg data protection regulator, the CNPD (www.cnpd.lu).

9.2bis More information – Privacy Notice. Comprehensive information about the Bank's processing of personal data and rights of a Customer in conjunction with this processing are provided in the Bank's Privacy Notice, at www.handelsbanken.lu. The Privacy Notice provides the Customer with the types of personal data that may be processed, to whom such personal data may relate and how it may be sourced, and the relevant parties who may process or receive such personal data and for what purposes, and otherwise explains certain policies and practices that have been put in place to ensure the privacy of such personal data.

The provisions relating to the Customer regarding the processing of data also apply to the Customer's co-borrowers under a Loan Agreement, Joint Borrowers, guarantors, mortgage or other security providers, representatives, agents, proxies, trustees or guardians, as the case may be.

The Customer agrees and undertakes to inform any individuals whose personal data it has provided to the Bank of the content of this clause and the Privacy Notice as well as of changes to such clause or Privacy Notice.

9.3 Banking secrecy. The Bank has the duty in accordance with the legal regulations of the Grand Duchy of Luxembourg, to maintain secrecy about customer-related information in its possession (banking secrecy). Except as required otherwise by law or regulations, such information will only be released by the Bank in accordance with the Customer's instructions or authorisation. The Bank shall not be held liable vis-à-vis the Customer in the exercise of its rights to preserve the secrecy of information on the Customer.

9.4 Disclosure of privileged information to third parties. Without prejudice to the foregoing paragraphs, and to any other provisions of this clause 9, the Bank may communicate privileged information to:

(i) the Head Office, under the conditions and circumstances set out in clause 9.7 below and for risks, including credit risks or control purposes. In this last regard, the Bank may share privileged information on the Customer to the Head Office (including its agencies and branches (in Sweden or abroad)) in relation to the Customer's credit exposure vis-à-vis the Bank (whether overdue or not), which may, to the extent necessary under the Bank's and Head Office's internal control procedures, be maintained in a dedicated register accessible by the Head Office;

(ii) the Head Office and/or other entities of the Svenska Handelsbanken group, for the purpose of identification of the Customer and/or enhancing measures in order to prevent and detect money laundering and terrorist financing activities. In this regard, the Svenska Handelsbanken group implements group-wide policies and procedures in accordance with the requirements of applicable laws and regulation on the fight against money laundering and terrorist financing. These policies and procedures are implemented effectively at the level of the Bank, and include also measures for the protection of personal data of the Customer disclosed to the group;

(iii) (a) subcontractors acting under the Bank's authority and duly authorised by law or by the Customer; and (b) the Head Office in the context of services which the Bank relies upon (such as, but not limited to, the management of the Bank's online banking solution and services), as well as any third party with whom the Head Office enters into a delegation or outsourcing agreement which supports the internal systems and procedures of the Bank (and subject to appropriate confidentiality arrangements with such third parties); each time solely out of necessity and in a reasonable manner for the execution of services which the Bank shall provide to the Customer;

(iv) when obliged or authorised to do so by applicable legal and/or regulatory provisions and/or when expressly authorised by the Customer.

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(v) the Head Office by application of the provisions of the Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (the "DAC 6") or the law dated 25 March 2020 transposing DAC 6 into Luxembourg law (the "DAC 6 Law"), for the purpose of reporting to the relevant authorities such arrangements to the extent that the Bank acts in its capacity as an intermediary, as defined in DAC 6 and DAC 6 Law) and that such arrangements display "hallmarks" depicted in the Annex of DAC 6 and DAC 6 Law (the "Hallmarks").´

The Customer also acknowledges and accepts that, in order for the Bank to (i) offer its customers quality services (ii) rationalise the provision of its services, ensuring the highest level of efficiency and/or (iii) comply with all its legal and regulatory obligations, the Bank (including as an extension of the Head Office) may from time to time make temporary or permanent use (including by way of outsourcing) of specialised entities within the Group or third-parties as subcontractors, to enable the Bank to perform the services in accordance with the best applicable professional standards.

The privileged information that may be disclosed and transmitted by the Bank to these Group entities or third-party service providers may include, but is not limited to:
- personal data and in particular the name, contact details, nationality, main business activity, photo of the Customer/the Customer's beneficial (ultimate) owners/managers/authorised representatives and any other information provided to the Bank by the Customer or the Customer's beneficial (ultimate) owners/managers/authorised representatives in the account opening documentation;
- transactions carried out on the Customer's account with the Bank or planned transactions, contracts concluded with the Bank and any other information relating to the Customer's banking relationship with the Bank.

The privileged information may be transmitted to the following recipients:
- the Head Office;
- third-party service providers who provide services (including IT services) directly to the Bank or indirectly to the Bank via the Head Office;
- any other branch of the Head Office, provided that the Customer is also a client of that branch.

The abovementioned privileged information will only be transmitted in application of the principle that only the information necessary for the services of the Head Office or the third-party service providers will be transmitted. Third-party service providers who have been engaged by the Bank (or by the Head Office for the benefit of the Bank also) shall be required to comply with the same strict IT security standards and shall be subject to contractual or legal confidentiality obligations where applicable.

The place of establishment of the subcontracted recipients can be outside of the European Union and will be explained in the Bank's Privacy notice published on the Bank's website. This information may be updated from time to time without prior notice to the Customer. The Customer expressly undertakes to consult this information regularly on the Bank's website.

In view of the foregoing, the Customer expressly authorises the Bank to disclose and transmit to the entities listed above, without prior notice to the Customer, the privileged information in the context of the services provided by the service providers, insofar as they consider such disclosure or transmission to be necessary or desirable for the rendering of said services.

The Bank shall not be liable for any damages suffered by the Customer (and/or the beneficial owner(s)) that may result from the disclosure of privileged information by the Bank, as permitted in the preceding paragraph. If the Customer acts in a manner that prevents the Bank from disclosing information where it is required to do so, the Bank will be entitled to take further measures such as to not establish a relationship with the Customer or to not enter into a future relationship with the Customer.

9.5 Disclosure of information imposed by DAC 6 and DAC 6 Law. The Bank informs the Customer and the Corporate Customer that it may be required, by application of the provisions of DAC 6 or DAC 6 Law, to report to the relevant authorities cross-border arrangements to the extent that the Bank acts in its capacity as an intermediary (as defined in DAC 6 or DAC 6 Law) and that such arrangements display Hallmarks. The Customer and the Corporate Customer may also have obligations under DAC 6 or DAC 6 Law to report such arrangements. For the avoidance of doubt, nothing in these Conditions restricts the Customer and the Corporate Customer from disclosing any information to any relevant taxation authority or to other intermediaries.

9.6 Duty of the Customer to inform the beneficial owner(s). If the Customer and the beneficial owner(s) are different persons, it is the Customer's responsibility as account-holder to inform the beneficial owner(s) of the disclosure requirements of the Bank contained in this clause. Where the Customer and/or beneficial owner(s) disagree with the Bank disclosing privileged information on each of them as required above, the Customer shall not engage in any loan services with the Bank that would entail an obligation on the Bank to disclose information on them.

9.7 Reporting to the Head Office. The Corporate Customer acknowledges that for transactions involving loans and credit transactions, the Bank will be subject to certain reporting obligations, required to be completed via the Head Office, in favour of the Swedish Central Bank. This is based on the Swedish Riksbank law (1988:1385, chapter 6, 9 §) (the "KRITA Rules") which transposes into Swedish law the provisions of Regulation 2016/13 of the European Central Bank applicable to Member States forming part of the Eurozone.

In order to ensure the consistency of the reporting carried out by the Head Office on behalf of all its branches under the KRITA Rules, as well as under any other laws or regulations that may now or in the future apply to the Bank and/or the Head Office requiring the Bank to transfer relevant information to the Head Office for reporting purposes, the Customer hereby expressly accepts and agrees that the Bank records information on the Customer, to the extent relevant for the reporting requirements, in the central system maintained by the Head Office, intended notably to generate automatic reporting to relevant authorities from time to time. This central system may also be accessed by the Head Office in order to ensure the proper management of the Svenska Handelsbanken Group, including from a credit and risk assessment perspectives.

The Customer hereby also expressly releases the Bank from its professional secrecy obligations in respect of the foregoing and the Customer expressly waives all rights to bring any claim whatsoever against the Bank, and/or the directors or officers of the Bank, both present and future, in respect of any harm or consequences suffered or which may be suffered by the Customer as a result of the authorisation given in this clause 9.7.

9.8 Reporting obligation in tax matter. The Customer is obliged to comply with the tax obligations which are imposed on him according to the laws of its nationality or residence. The Bank is not obliged to control if such tax obligations exist and if the Customer complies therewith and accepts no liability in connection therewith.

The Bank specifically informs the Customer that personal data or other data which the Bank has collected, stored or processed may have to or must be transmitted in accordance with international conventions or treaties and upon lawful request by competent foreign authorities, including tax authorities.

The Customer acknowledges that the Bank is in certain circumstances required to report information about the Customer, its transactions and, if the Customer is Corporate Customer, the individuals controlling the Customer, on an automatic and annual basis to the Luxembourg direct tax administration (*Administration des contributions directes*) in accordance with, and subject to (i) the Luxembourg law of 24 July 2015 concerning FATCA, and/or (ii) the Luxembourg law of 18 December 2015 concerning the Common Reporting Standard, each as amended from time to time. Such information, which may include certain personal data about the Customer or, in the case of a Corporate Customer, about the individuals controlling the Customer (including, without limitation, his/her/their name, address, country(ies) of tax residence, date and place of birth and tax identification number(s)) and certain data about transactions carried out, will be transferred by the Luxembourg direct tax administration to the competent authorities of the relevant foreign jurisdictions. The Customer agrees that the Bank may transfer its data and transaction information in accordance with any exchange of information procedures to which the Bank will be subject to from time to time under the laws and regulations of any jurisdiction.

9.9 Several borrowers under a Loan Agreement. In case a Customer is a co-borrower with one or several other borrowers under a Loan Agreement, whether Joint Borrowers or not, the Customer acknowledges and agrees that information on it and on the transactions under the Loan Agreement and the Administration Account will be disclosed by the Bank to the co-borrowers under that Loan Agreement for purposes and to the extent necessary to service and administer the Loan Agreement and the operations related thereto. The Customer takes note that the loan administration account statements will reconcile all amounts due and paid under the Loan Agreement.

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10 CUSTOMER'S REPRESENTATIONS

10.1 On a continuing basis, the Customer represents and warrants to the Bank and agrees that:

(a) the information indicated in the Relationship Application or otherwise provided by the Customer to the Bank for the provision of its services is complete, true, up-to-date and correct and the Bank is entitled to rely on such information until it has received written notice from the Customer of any change affecting the information originally provided to the Bank;

(b) all necessary authorisations, consents and approvals have been obtained and these Conditions create valid and binding terms upon the Customer and do not infringe the terms of any agreements by which it is bound;

(c) if it is a Corporate Customer, it is a corporation duly incorporated and which has full power and authority to conduct its business and to execute and deliver the Relationship Application, Loan Agreement(s) and connected documents and any other separate agreements entered into between the Customer and the Bank;

(d) all monies and other assets which are transferred to the Bank originate from legitimate sources and do not derive directly or indirectly from any criminal activity; and

(e) if it is a Corporate Customer, the identity of all the beneficial owners with a sufficient participation or control in the Customer (as required by the laws and regulations applicable to the Bank in the context of the fight against money laundering and terrorist financing), have been disclosed to the Bank, and all internal controls are in place to ensure that the Customer knows the identity of its ultimate beneficial owners from time to time, and is able to promptly inform the Bank of any changes to information originally provided to the Bank;

(f) the Customer confirms that it has informed its, beneficial owners, representatives and agents that depending on the transactions entered into with the Bank, the Bank might be required by laws, regulations, practices and/or agreements to disclose information on such persons to third parties;

(g) when: (i) signing these Special Terms and entering into any Loan Agreement and any connected document; (ii) granting any guarantee, mortgage, lien and/or security interest; and/or (iii) performing its obligations under any of these arrangements or otherwise carrying out or giving effect to the transactions contemplated by any of these arrangements, the Customer is acting for its own account and not as agent for any other person or otherwise for the benefit of any third parties or persons.

10.2 The Customer confirms that he has read, understood and agreed to these Special Terms and any supporting document referred to in these Special Terms, and provided to the Customer, in accordance with these Special Terms.

10.3 The Customer agrees to notify the Bank immediately in writing of any change to the Customer's data provided to the Bank from time to time.

10.4 The Customer agrees, with regard to the business relations with the Bank, to be aware of the local tax laws in its country of citizenship, residence and domicile. It is the responsibility of the Customer to fulfil its tax obligations. The Customer will in this regard seek competent advice from its personal finance and tax advisors.

10.5 The Customer undertakes to promptly notify the Bank immediately if a change of circumstance arises which may result in (i) the Customer ceasing to act for its own account under a Loan Agreement and/or (ii) changes of the beneficial ownership of the Customer. The Customer takes due note that such change of circumstances will be subject to the Bank's first carrying out its KYC due diligence duties and to the formal approval by the Bank. Depending on the circumstances, the Bank may not be able to render future loan services to the Customer.

11 TERMINATION

11.1 These Special Terms shall remain in place and bind the Bank and the Customer as long as any amounts remain outstanding and unpaid under the Loan Agreement(s) by the Customer.

The obligations of the Bank and the Customer under these Special Terms shall lapse, and the Bank and the Customer shall automatically be released hereunder, when the obligations of the Customer under all Loan Agreements between the Bank and the Customer are irrevocably satisfied following confirmation from the Bank.

11.2 Termination of the rights and obligations under a Loan Agreement shall be in accordance with the provisions of the Loan Agreement and applicable laws.

11.3 An Administration Account will be automatically closed by the Bank and cease to generate reporting once the obligations of the Customer under the relevant Loan Agreement are irrevocably satisfied by confirmation from the Bank. In this case the last loan administration account statement shall identify that the outstanding obligations of the Customer are equal to zero.

12 SEVERABILITY

If one or more provisions of these Special Terms should be void the validity of the other provisions shall not be affected. The void provision shall be interpreted according to the spirit of these Special Terms.

13 CUSTOMER COMPLAINT

In order to ensure an efficient and prompt complaint handling, the Bank has set out in writing a complaint management policy and an internal complaint resolution procedure which has been made available to all employees of the Bank.

In the event of a disagreement with the Bank, Customers may send their complaints:

By e-mail at the following address:
Mortgage Desk: mortgagedesk@handelsbanken.lu

By post to our mortgage business department at:
Svenska Handelsbanken AB (publ), Luxembourg Branch
Mortgage Desk
15, rue Bender
L-1229 Luxembourg

The Bank shall acknowledge receipt in writing of any complaint within ten (10) days of the date it receives the complaint and provide a response within a maximum of thirty (30) days as from its receipt.

If the request requires additional processing time (complex searches, etc.), the Bank shall notify the Customer within this same period of thirty (30) days and indicate the date at which its examination is likely to be achieved.

In the event that the response provided by the Bank is still not considered to be satisfactory, the Bank offers the Customer the possibility of:

- contacting the management of the Bank, with regard to any request that has remained unsuccessful with the business line concerned, at the following address:

Svenska Handelsbanken AB (publ), Luxembourg Branch
General Manager
15, rue Bender
L-1229 Luxembourg

- and secondly, in the event of a persistent disagreement with the Bank, the Customer may file a request to the CSSF at 283, route d'Arlon, L-2991 Luxembourg or at reclamation@cssf.lu, in accordance with the provisions of the CSSF Regulation N°16-07. Information about the out-of-court complaint resolution procedure can be found at the CSSF's website: www.cssf.lu. Such request must be filed within one year after the Customer filed his complaint with the Bank.

This prerogative is without prejudice to the Customer's right to institute judicial proceedings before competent courts as well as to any specific complaint procedures set out in a relevant Loan Agreement.

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14 AMENDMENTS TO THESE SPECIAL TERMS

14.1 The Bank may change these Special Terms unilaterally, subject to a prior notification to the Customer of such changes in writing, either by circular letter or via the loan administration account statements, by publication on the Bank's website, on the online banking services or by any other means of communication.

Changes to these Special Terms shall be considered to have been approved by the Customer if the Customer does not inform the Bank of its objection, in writing, within one (1) month as from the date on which the Customer was informed of the proposed changes.

The modification of these Special Terms can be published on the website of the Bank and will be binding for the Customer one month after the date of their publication on the website of the Bank.

In case the Customer does not accept the proposed modifications, the Customer may terminate the relationship under the Loan Agreement subject to the conditions set out in that agreement.

14.2 It is understood that changes due to changes of laws or regulations applicable to the Bank, shall apply with immediate effect, without any prior notification to the Customer.

14.3 Any accepted amendments become an integral part of these Special Terms and the loan services provided by the Bank.

15 APPLICABLE LAW, JURISDICTION AND PLACE OF EXECUTION

15.1 These Special Terms are governed by Luxembourg law.

15.2 The courts of Luxembourg-City have sole jurisdiction over all disputes which may arise between the Bank and the Customer in the context of, or in relation to, the Special Terms, unless a dispute is related to a matter agreed in a Loan Agreement or in a connected document, in which case courts chosen to know of a dispute in relation to the relevant agreement and in compliance with applicable laws, shall have sole jurisdiction over such disputes.

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Handelsbanken

Svenska Handelsbanken AB (publ), Luxembourg Branch
located at 15, rue Bender, L-1229 Luxembourg,
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GENERAL TERMS AND CONDITIONS FOR SVENSKA HANDELSBANKEN AB (PUBL), LUXEMBOURG BRANCH'S LUXEMBOURG ONLINE BANKING SERVICES

1. General

These terms and conditions apply to the Bank's Luxembourg Online Banking Services. For the avoidance of doubt, when the term "online banking services" is used in the present terms and conditions, this refers only to the Luxembourg Online Banking Services, excluding any other online banking service provided by the Bank in the present or in the future. Information regarding the types of business that can be carried out at any given time via the internet can be obtained from the Bank or from the Bank's website.

Unless otherwise stated below, the terms and conditions for accounts, custody accounts, equity transactions and other products and services to which the customer has access via the Bank's online banking services are regulated in the separate written agreements that the customer must enter into with the Bank for each account or service before the customer is able to carry out the business via the online services. It may also be possible to link up to certain services through an agreement entered into electronically via the Bank's online banking services. Such an agreement is binding on the customer in the same way as a written agreement.

Authorisation of transmission of information and waiver of bank secrecy

The Bank is using a technical online banking solution which is provided by Svenska Handelsbanken AB (publ) in Sweden (the "Head Office"). Furthermore, the Head Office is handling the central archiving and printing of customer reports when those are transmitted via the Bank's e-mailbox service (currently included the Bank's online banking services, see Section 5 below).

The use of the Bank's online banking services entails that identification data (such as the customer's personal data, data relating to assets, account number, beneficiary account, message to the beneficiary and reason for the payment, or any other information necessary or required when executing a transaction online and/or using the e-mailbox service notably) (altogether the "**Covered Information**"), will be transmitted to the Head Office's system in Sweden.

When using the Bank's online services, the customer expressly agrees that these present terms and conditions apply, and also expressly agrees, consents and acknowledges that any Covered Information, whether of a confidential nature or not, and necessary or useful for the rendering of the online banking services, will be transmitted to the Head Office's system.

In this context, the customer hereby expressly releases the Bank from its professional secrecy obligations in respect of the foregoing and the customer expressly waives all rights to bring any claim whatsoever against the Bank, the Head Office and/or the directors or officers of the Bank or of the Head Office, both present and future, in respect of any harm or consequences suffered or which may be suffered by the customer as a result of the authorisation given in this Section 2.

Logging-on and authorisation of transactions

The logging-on to the Bank's online banking services and authorisation of transactions is performed electronically using an electronic ID document or some other method specified by the Bank. The terms and conditions for electronic ID documents or some other method specified by the Bank are agreed separately.

Any restrictions that may apply to certain types of service regarding opening hours, maximum amount limits, and the current relevance of the information provided, are set out in instructions which the Bank provides in writing and/or via the Bank's online banking services when the agreement is entered into, or at a later date. Instructions issued by the Bank constitute a part of the agreement between the Bank and the customer.

Each method of logging-on gives access to the range of banking services which the Bank provides at any given time for the method in question. More detailed information on the types of transaction that may be carried out is available on the Bank's website.

Binding orders

The Bank is entitled to execute a transaction requested via the Bank's online services after it has been properly authorised using the signing method specified by the Bank. No other form of user access control is carried out. Registered transactions are binding on the customer, and may only be corrected or revoked to the extent that this is expressly stated in the instructions for the service in question.

E-mailbox

5.1. General information

The e-mailbox and its additional services enable the customer to receive and archive electronic messages. This service is currently included in the Bank's online banking services.

5.2. Electronic notifications, etc.

The customer consents to the e-mailbox being used to send messages from the Bank and other companies in the Handelsbanken Group, for example notifications, contract notes, invoices, account statements, annual statements and changes to terms and conditions and for marketing purposes. The customer can at any time opt to receive these messages on paper – if this option is available in the service in question – or instruct the Bank not to send direct marketing material to the e-mailbox.

When a specific service changes from paper to electronic notifications, the customer will be informed of this well in advance, either by normal post or by means of a message to the e-mailbox.

5.3 Archiving period

Messages and attached files in the inbox of the e-mailbox are automatically transferred to the customer's e-archive after 18 months unless the customer personally removes or archives the message before this. Messages and attached files in the e-archive are saved during the period stated in the e-archive unless the customer removes the message before the end of the period. Messages and other information that may relate to the messages will be deleted after ten years with no separate notice being sent to the customer. The Bank is entitled at any time to completely remove the customer's messages and attached files from the e-mailbox if the amount of information exceeds the maximum limit set by the Bank. The Bank will normally notify the customer of such action in reasonable time before proceeding.

5.4 Detailed instructions for use

More detailed instructions concerning use of the e-mailbox are available on the Bank's website. New instructions and information relating to the e-mailbox or its additional services may be sent directly to the e-mailbox. Even if the customer has selected a specific additional service for messages (notifications), the Bank reserves the right, if it deems this necessary, to send certain notifications via a channel selected by the Bank (e.g. the online banking services, e-mail, SMS text message or standard post). The Bank cannot guarantee that notices it sends by e-mail, SMS text message or standard post will reach the customer. Where a fee is charged for a specific additional service, the customer will not be entitled to a deduction of the fee for this additional service if messages on isolated occasions do not reach the customer and this is not attributable to the Bank.

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In addition, the customer undertakes to comply with the instructions for use of the e-mailbox presented on the Bank's website at any given time or sent in a message to the e-mailbox.

Fees

At present, no fees are charged for access to the Bank's online banking services. However, in certain cases fees are charged for accounts, custody accounts, equity transactions and other services to which the customer has access or can perform via the internet. These fees are specified in the separate agreements that the customer enters into with the Bank regarding these services, or in a separate price list.

The Bank reserves the right to charge a fee for access to its online banking services, for card readers and other payment instruments, or for the possibility to carry out individual transactions, according to the principles applied by the Bank at any given time. In such cases, the Bank deducts the fee from the account specified by the customer or, if the customer does not specify an account, from an account which the customer has with the Bank.

Information concerning fees is available from the Bank's website.

Complaints

It is the customer's responsibility to register a complaint with the Bank about any errors within a reasonable period after the customer noticed or should have noticed the error.

Security

For reasons of security, and to enable investigations to be carried out, the Bank logs all questions and other transactions that the customer submits to the Bank via the Bank's online banking services.

By using the internet, the customer inherently exposes him/herself to certain risks, including IP-address matching. Specific measures are available to the user to minimize this risk.

Availability

8.1 Opening hours

The Bank's online banking services are open during the hours stated on the Bank's website. The Bank reserves the right to restrict or change the contents or opening hours of the services, without terminating the agreement.

8.2 Shutdown of services for maintenance, etc.

The Bank is entitled to shut down the services temporarily for planned maintenance, etc., and will in such cases – if this occurs during normal opening hours – provide notice thereof on its website in advance.

The Bank also has the right to shut down the online services with immediate effect if, in the Bank's opinion, this is necessary to prevent damage to the Bank or its customers.

8.3 Alternative services in the event of a shutdown, temporary suspension of service or other disruptions in the online services

In the event of a shutdown, temporary suspension of service or other disruptions in the online services, the customer may contact the Bank or use other self-service functions.

Use of information on share prices

Information on share prices, exchange rates, and other similar information is solely for the customer's own personal use.

Right of withdrawal

If the customer has entered into an agreement regarding a new service via the Bank's online services, the customer has in certain cases the right of withdrawal in accordance with the provisions of the Luxembourg law of 18 December 2006 on distance contracts pertaining to financial services.

Period of agreement, etc.

The agreement regarding the customer's access to the Bank's online banking services applies until further notice. The customer is entitled to terminate the agreement with immediate effect. Termination on the part of the Bank shall take place after one month's notice. Notice of termination by the Bank or the Customer shall be given in writing.

However, the Bank is entitled to give notice of termination of the agreement at a time determined by the Bank if:

a) the customer is in breach of these general terms and conditions or the separate instructions that apply to this service, and the customer's negligence is of material importance, or

b) unauthorised use is suspected, or there have been repeated unsuccessful attempts to log on, or

c) there is reasonable cause to assume that the customer will not meet his payment obligations towards the Bank.

If there is reason to give notice to terminate the agreement in accordance with the previous paragraph, the Bank may cancel the customer's utilisation of the service with immediate effect, if there are grounds to do so.

The customer's right to utilise the Bank's online banking services ceases if the customer dies or is declared bankrupt.

The Bank is entitled to terminate this agreement without notice if:

a) the customer's accounts and other commitments with the Bank have been terminated,

b) the customer has not utilised any of the services included in the Bank's online banking services during the last 24 months.

Limitation of the Bank's liability

The Bank shall not be held responsible for any damage or inconvenience due to operational breakdowns or other interruptions in computer systems or telecommunications used to perform a service covered by these terms and conditions. In the event of a shutdown, temporary suspension of service or other disruptions, the customer may contact the Bank or use other self-service functions.

Nor shall the Bank be held responsible for any loss or damage resulting from a Luxembourg or foreign legal enactment, the intervention of a Luxembourg or foreign public authority, an act of war, a strike, a blockade, a boycott, a lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts applies even if the Bank itself is subjected to such measures or takes such measures.

Any information whatsoever requested by the customer and given to the customer by the Bank via the internet will be transmitted to the customer at his/her own risk, especially with regard to Luxembourg banking secrecy provisions.

Any damage that occurs in other circumstances shall not be compensated by the Bank, provided the Bank has exercised normal care. The Bank cannot be held liable for any indirect loss, unless such is caused by the Bank's gross negligence.

Where a circumstance as referred to in the first or second paragraph should prevent the Bank from making a payment or taking other measures, such payment or measures may be postponed until the obstacle no longer exists. 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 legal rate applicable in Luxembourg at the time the sum is due.

Should any of the circumstances referred to in the first or second paragraph prevent the Bank from receiving payments, the Bank shall, as long as the obstacle exists, be entitled to interest only according to the terms prevailing on the due date for the payment.

Processing of personal data

In addition to the details stated in these terms and conditions, information on the processing of personal data is given in the terms and conditions applying to the services that the customer has access to or can perform via the internet, as well as on the Bank's website.

Protection of intellectual property rights

Software and other copyrighted information that is provided by the Bank or its suppliers in conjunction with the online banking services is the property of the Bank or its suppliers.

The customer will only acquire user rights over the software, programs and applications that the Bank supplies. He undertakes to comply fully with the advice and directions given by the Bank as to their use, and will not in any way, shape or form whatsoever, make them available to third

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parties, or copy, decompile, adapt or otherwise alter them in any way. The Bank's and the customer's rights are governed by the provisions of the Luxembourg law of 29 March 1972 on intellectual property, as amended.

The Bank may claim damages from the customer for each copy made or for each use in violation of the provisions of these Terms and Conditions without affecting the right of recourse open to the owner of the above mentioned intellectual property rights.

Amendments to these general terms and conditions

The Bank is entitled to amend these general terms and conditions without terminating the agreement. The Bank will have the right to amend these terms and conditions by publishing the amendments on the Bank's website. The customer is deemed to have approved the new terms and conditions two months after their publication on the Bank's website, unless he informs the Bank prior to that date that he does not approve them. If provisions contrary to these terms and conditions are stipulated by legislation or decisions made by public authorities, such provisions apply instead.

Notices

17.1 General information

The Bank's online banking services: The Bank provides information and notices in accordance with these terms and conditions via the online banking services, the e-mailbox or other service for electronic communication. In some cases, information on paper may be provided to the customer. The Bank can also provide information by SMS text message to a mobile phone number stated by the account holder.

Information and notices provided via the Bank's online banking services, the e-mailbox, or other electronic communication service shall be deemed to have reached the customer as soon as they have been made available.

Registered letters containing a notice to the customer shall be deemed to have reached the addressee not later than on the seventh day after despatch, if the letter has been sent to the address given by the customer when the agreement relating to this service was entered into, or an address which is otherwise known to the Bank.

The Bank must be immediately informed of any change of name, address, e-mail address or phone number.

17.2 Notices regarding amendments to these terms and conditions

When these terms and conditions are changed, a notice to this effect, which is transmitted via an electronic communication service such as Online Banking, is deemed to have reached the customer as soon as the notice has been made available and the Bank has notified the customer of this in the form of an electronic message such as an SMS text message or other form of electronic notification.

Customer support

The customer will have the possibility to obtain first line support with regard to the online banking services during the Bank's normal working hours. For more technical questions, the Bank will contact the Head Office.

Information in accordance with the Luxembourg law of 18 December 2006 on distance contracts pertaining to financial services

The Luxembourg law of 18 December 2006 on distance contracts pertaining to financial services applies to consumers. A distance contract arises when the Bank and the customer do not meet in person, such as when a customer makes an agreement with the Bank regarding a financial service via the internet or over the telephone. According to this law, the customer is then entitled to certain information on the service, and on the right of withdrawal.

General information on the Bank's online banking services is set forth above in these terms and conditions, and is also available at www.handelsbanken.lu.

The customer receives information on accounts, custody accounts, equity transactions and other products and services which the customer can utilise or has access to via the Bank's online banking services when an agreement is entered into regarding these services. Terms and conditions for certain services that are available via the Bank's online banking services are set forth above in these terms and conditions.

The right of withdrawal applies in some cases for distance agreements on financial services. When applicable, the customer is entitled to terminate an agreement on a financial service by submitting or sending a notice to the Bank within 14 days of the date that the customer entered into the distance agreement with the Bank. If the customer received information on the exact content of the agreement at a later date, the 14-day period instead begins at this later date.

If the customer wishes to exercise his right of withdrawal, the customer is requested to contact the Bank.

Applicable law and jurisdiction

These general terms and conditions shall be governed by and construed in accordance with Luxembourg law, and Luxembourg courts are exclusively competent for any disputes arising from its application, interpretation and execution.

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Handelsbanken

Svenska Handelsbanken AB (publ), Luxembourg Branch
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TERMS AND CONDITIONS FOR LOG-ON CARDS ETC. AT HANDELSBANKEN APPLYING TO LUXEMBOURG ONLINE BANKING SERVICES

1. Scope

These terms and conditions apply only to the Luxembourg Online Banking Services provided by the Bank, excluding any other online banking service provided by the Bank in the present or in the future. For the avoidance of doubt, when the term "online banking services" is used in the present terms and conditions, this refers only to the Luxembourg Online Banking Services, excluding any other online banking service provided by the Bank in the present or in the future.

These terms and conditions apply to the log-on cards ofthe Bank, which the Bank's customers can use electronically to identify and authorise orders in the Bank These terms and conditions also apply to other electronic ID documents or procedures stipulated by the Bank for logging on to and authorising orders in the Bank's online banking services.

The log-on card and other electronic ID documents or procedures are herein referred to as "payment instruments", which term has the same meaning as specified in applicable legislation regarding Payment Services and on Unauthorised Transactions with Payment Instruments, i.e. they are personal device(s) and/or procedures that are or can be used by the customer to initiate a payment order electronically. The scope of application for payment instruments issued by the Bank is not limited to the initiation of payment orders; the payment instruments can also be used for logging on to the Bank's online service and for authorisation of other types of agreements and orders.

Payment orders are also regarded as "electronically initiated" when the customer has identified himself/herself using their payment instrument, but authorise the transaction in a different way.

Further information on and more detailed instructions for the various procedures for identification and authorisation of orders are available from the Bank and the Bank's website.

2. The customer's liability for the payment instrument and PINs

The payment instrument is personal, and may only be used by the person to whom it is issued. The payment instrument must not be given to any other person, regardless of whether or not this will entail increased risk of unauthorised use of the payment instrument. The same applies to PINs. The payment instrument must be kept safe in the same way as money and other valuables, so that no other person is given the opportunity to use it. In environments with a high risk of theft, special vigilance must be observed, and a strict watch must be kept on the payment instrument. In the event of a burglary in the home, it is necessary to check that the payment instrument has not been stolen. All other instructions provided by the Bank together with the payment instrument must be followed.

In order to protect the customer's electronic identity, it is of the utmost importance that the customer keeps PINs secret. The customer therefore undertakes:

not to disclose PINs to another person,

if there is an option of choosing a PIN, not to choose a PIN which has any connection with the customer's civic registration number, account number or telephone number,

not to write PINs down in such a way that others may gain knowledge of the PIN,

if PINs are written down, not to state that they are PINs or their connection with the customer's payment instrument,

not to store the payment instrument or written notes about PINs in such a way that others can gain access to them,

to immediately report to the Bank if payment instruments are lost, or if there is a suspicion that another person has gained knowledge of the PIN, and, if the Bank so requests, also to report the incident to the police. The payment instrument is cancelled by telephoning the Bank.

With the limitations that may occur according to law or agreements, the customer also undertakes to accept liability for any damage that may arise through the customer's handling of the payment instrument and PINs.

The Bank provides procedures for cancelling payment instruments; see above under f). When the customer has requested cancellation of his/her payment instrument, or the payment instrument has been cancelled for any other reason (see section 8 below), the customer is only liable for use of the payment instrument if the customer has acted fraudulently.

It is the responsibility of the customer to keep himself/herself informed about and make such updates of software and/or changes of other devices or procedures as directed by the Bank in order to uphold the function of the Bank's services.

Legal implication of an electronic signature with a payment instrument

Before the customer submits an electronic signature with the payment instrument, the customer must carefully examine that which is to be signed, and decide whether the customer wishes to submit the signature. If the customer signs electronically, this means that the customer wishes the customer's electronic signature to have the same effect as if the customer had signed a paper document manually.

Unless expressly stated otherwise in the terms and conditions for the service in which a payment instrument is used, the customer gives the Bank the right to execute the orders that are requested through the use of the customer's payment instrument and PIN. Submitted orders and documents that have been signed electronically with the customer's payment instrument are – apart from any exceptions stipulated in laws or agreements – binding upon the customer and may only be revoked or amended if this is expressly stated by the Bank or by the party providing the service in which the payment instrument is used.

The parties agree that the files in which the Bank records the transactions made through the online banking services will constitute formal and sufficient proof of the user's transactions regardless of the manner in which such files may be stored. Notwithstanding the provisions of article 1341 of the Luxembourg Civil Code, the files will have the same value as an original document and will be considered as valid proof in the event of any dispute concerning transactions ordered. The Bank and the user agree to exclude, in case of dispute, the provisions of article 1341 of the Luxembourg Civil Code and to allow the bringing of evidence of all operations by all means of proof admitted by commercial law including witnesses, affidavits etc. Electronic records of operations held by the Bank shall constitute conclusive evidence of operations and have the same value in evidence as a written document.

Fees

Fees for the payment instrument are payable in accordance with the terms applied by the Bank at any time for payment instruments. Upon request, the Bank will provide information concerning applicable fees and payment terms and conditions.

Complaints

It is the customer's responsibility to register a complaint with the Bank about any faults in the payment instrument within a reasonable period after the customer noticed or should have noticed the fault.

Processing of personal data

In its capacity as the issuer of the payment instrument, the Bank will process any of the customer's personal data that are necessary to

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administer these services and to check that the payment instrument is valid and not cancelled, as well as to protect the Bank's rights in relation to the customer's use of the payment instrument. After making a written request to the Bank, the customer is entitled to receive information on the personal data that the Bank processes regarding the customer. The customer is also entitled to demand correction of the customer's personal data processed by the Bank if the data are erroneous or misleading. In such cases, the customer can contact the Bank.

Limitations in the use of the payment instrument

The Bank reserves the right to temporarily restrict the use of the payment instrument or to terminate the services with immediate effect due to maintenance activities, disruptions to operations, or if, in the view of the Bank, this is necessary to prevent damage to the Bank or other parties.

The Bank does not guarantee that it will be possible to use the payment instrument at all times at companies, public authorities and other parties that accept payment instruments issued by the Bank.

Validity period

An issued payment instrument may be used for the purposes of identification and signing for a limited period of validity. When the validity period expires, the customer may order a new payment instrument from the Bank. The expiry of the validity period does not affect the validity of the authorisations and attestations that the customer has already submitted to a counterparty.

The customer can cancel the payment instrument at any time, and order a new one. The Bank reserves the right to cancel the customer's payment instrument at any time and without prior notice to the customer if:

a the customer does not comply with these terms and conditions or other instructions issued by the Bank, or if the Bank has reasonable cause to assume that the customer's payment instrument may be used in contravention of the law or these terms and conditions,

b the customer is declared bankrupt (or an application is made for bankruptcy) or the customer can be assumed to be insolvent for any other reason,

c a legal guardian is appointed for the customer in accordance with applicable legislation,

d the Bank becomes aware that certain information in the customer's payment instrument is incorrect, or the Bank has reason to assume that this is the case,

e the Bank becomes aware or has reason to suspect that the customer's payment instrument and/or PIN have been disclosed, stolen or copied.

After notifying the customer separately, the Bank has the right to cancel the customer's payment instrument if legislation, decisions by public authorities, regulations, general advice or similar circumstances mean that the Bank is not able to fulfil this agreement, despite reasonable efforts.

Ownership and copyright

Software and other copyrighted information that is provided by the Bank or its suppliers in conjunction with payment instruments is the property of the Bank or its suppliers.

The customer will only acquire user rights over the software, programs and applications that the Bank supplies. He undertakes to comply fully with the advice and directions given by the Bank as to their use, and will not in any way, shape or form whatsoever, make them available to third parties, or copy, decompile, adapt or otherwise alter them in any way. Ownership and copyright rights are governed by the provisions of the Luxembourg law of 18 April 2001 on Copyright, Neighbouring Rights and databases, as amended.

The Bank may claim damages from the customer for each copy made or for each use in violation of the provisions of these terms and conditions without affecting the right of recourse open to the owner of the above mentioned intellectual property rights.

Amendments to these terms and conditions

The Bank is entitled to amend these terms and conditions without notice of termination. The proposed amendments will be sent either by e-mail, by simple letter or by publication on the internet pages of the online banking services or on the Bank's general website. One month after you will have been informed of the amendments, you will be deemed to have accepted such amendments, and the new terms and conditions will come into force. If new legislation or other regulations come into force immediately, and this causes a change in the conditions for payment instruments, the Bank may apply the new regulations immediately.

Notices

The customer is liable for notifying the Bank of any changes in his/her name or address. Notices sent by the Bank to the customer with regard to the customer's payment instrument shall be deemed to have reached the customer no later than on the seventh day after despatch if the notice is sent by registered post to the address that is registered in the Bank's customer database, or is otherwise known to the Bank.

Notices from the Bank that are of a general nature may be published electronically on the Bank's website. Such notices shall be deemed to have been received by the customer no later than 30 days after publication.

Limitation of the Bank's liability

The Bank shall not be liable for any damage that may arise as a result of payment instruments containing incorrect information that the customer has affirmed to be correct when the payment instrument was ordered.

The Bank shall not be held liable for damage or inconvenience due to operational breakdowns or other interruptions in computer systems or telecommunications used for this purpose by the Bank or by another party that accepts payment instruments issued by the Bank.

In addition, the Bank shall not be held liable for any damage resulting from a legal enactment, intervention of a public authority, act of war, strike, blockade, boycott, lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts applies even if the Bank itself is subjected to or takes such conflict measures.

The Bank is not liable to pay compensation for damage which arises as a result of other causes if the Bank has acted with normal care. The Bank is liable to the consumer for indirect damage only if the damage was caused by gross negligence on the part of the Bank. Otherwise, the Bank shall in no case be liable for indirect damage.

Applicable law and jurisdiction

The interpretation and application of the agreement regarding the payment instrument, including these terms and conditions, shall be in accordance with Luxembourg law and the courts of the City of Luxembourg are exclusively competent for any disputes arising under or in connection with its application, interpretation or execution.

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