

### Terms and Conditions for off-balance sheet Transaction Accounts

(held by Participants with Nordea Bank Abp London Branch, connected to the Global Cash Pool Service provided by Nordea Bank Abp, filial i Sverige)

#### 1 Introduction

- (a) Except as otherwise agreed in writing by us, these conditions, as varied, amended or supplemented from time to time (the "Terms and Conditions") shall apply to all transactions of the type defined in your TA Mandate to us, the Framework Contract for Payment Services in the United Kingdom (the UK) (the "Framework Contract") and any other agreement for specific banking services between you and us with respect to your Transaction Account(s) with us. These conditions are in addition to the conditions set out in the Global Cash Pool Agreement and related documents and the Framework Contract.
- (b) If any aspect of any transaction between you and us is not regulated by the Terms and Conditions or by other documentation between you and us, including, but not limited to the Framework Contract, the Netbank International Service Terms and Conditions, where applicable, and any TA Mandate, Applicable Law and customary banking practice in the UK shall apply.
- (c) In the case of any conflict between the Terms and Conditions and any other written documentation, including the Global Cash Pool Agreement, such other documentation (including the Framework Contract) shall prevail.

#### 2 Definitions

In the Terms and Conditions:-

"Applicable Law" means any law, regulation, rules or guidance of any regulatory body or decision (including without limitation, any law which imposes a tax, levy, impost, charge, deduction or withholding of any nature from time to time in any jurisdiction);

"Authorised Third Party" means a person specified as such in a third party mandate from you to us;

"Bank" means Nordea Bank Abp London Branch, registered in England with number FC035482, its head office and its other branches wherever situated (where applicable) and their successors and assigns;

"Business Day" means a day on which the Bank is open for business;

"Currency Top Account" means a bank account in a specific currency with Nordea Bank Abp, filial i Sverige, which is used only through the employment of Transaction Accounts in accordance with the Global Cash Pool Agreement

"Currency Top Account Holder" means a company which owns the Currency Top Account

"Data Protection Legislation" means all applicable laws and regulations relating to data protection and privacy to the extent applicable to the performance of our respective obligations in relation to our performance of, and your receipt of, any services that are subject to these General Terms and Conditions, including the GDPR, the UK Data Protection Act 2018 and any other laws and regulations of the UK, the European Union and their member states relating to data protection (in each case as may be amended or superseded from time to time);

"EEA" means the European Economic Area; "Foreign Currency" means any currency other than sterling;

"Foreign Currency" means any currency other than sterling;

"Framework Contract" means the agreement entered into or about to be entered into by you and us covering all Payment Transactions made from an Transaction Account held with us;

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“GDPR” mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

“Global Cash Pool Agreement” means a global cash pool agreement between, inter alia, Nordea Bank Abp, filial i Sverige and the Currency Top Account Holder;

“Global Cash Pool Service” means the Service described in Clause 3 of the Global Cash Pool Agreement;

“Nordea Group company” means a company based in any country or in any jurisdiction which belongs to the same domestic or foreign group as the Bank at any given time;

“Participant” means a company, which has been authorised by the Currency Top Account Holder to use the Currency Top Account via Transaction Accounts and by which or on behalf of which these Terms and Conditions have been accepted and, where there is more than one such person, each of them separately, and includes, for the avoidance of doubt, a Currency Top Account Holder which has a Transaction Account(s);

“Payment Instrument” means any cheque, printed or handwritten form, token or instruction (whether in paper form or sent electronically) the purpose of which is to initiate a payment;

“Personal Data” means any information relating to an identified or identifiable natural person that you provide to us (directly or indirectly) pursuant to, or in connection with, services that are subject to these Terms and Conditions.

“Personalised Security Information” means the PIN or password issued by us to you or generated by a token or device supplied to you by us in connection with an account;

“Reference Exchange Rate” means a rate for converting one currency into another that is one of our standard exchange rates that is derived from or comes from a publicly available source (such as Reuters), or which reflects prevailing market exchange rates;

“Standard Contractual Clauses” means the standard contractual clauses set out at Appendix 1 of these Terms and Conditions which consist of Commission Decision of 27 December 2004 amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of Personal Data to third countries (2004/915/EC);

“TA Mandate” means your Transaction Account application form and the documents and resolutions (if any) relating to it, including the authorisation for named account signatories to operate the Transaction Account, as amended and supplemented from time to time; and

“Third Country” means a territory which does not offer an adequate level of protection as required by the GDPR;

“Transaction Account” means the transaction account held by a Participant (as defined in the Global Cash Pool Agreement) with us, which is part of a Global Cash Pool in Nordea Bank Abp, filial i Sverige, via which account payments are made to and from the Currency Top Account held by the Currency Top Account Holder with Nordea Bank Abp filial i Sverige, the balance of which shows the intra-group indebtedness between a Participant and the Currency Top Account Holder in a Global Cash Pool, but does not evidence or constitute any debt relationship between the Participant and the Bank or any other Nordea Group company, and which is thereby not subject to any deposit protection scheme;

Any reference in these terms to an “account” shall be to one of your Transaction Accounts (as defined above) with us and to a “transaction”, “contract” or “documentation” to a transaction, contract or

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documentation between you and us, unless otherwise specified;

Any reference in these terms to “debiting or crediting a Transaction Account” means debiting or crediting a Currency Top Account via the relevant Transaction Account;

Under these Terms and Conditions references to “us” “our” and “we” means the Bank and references to “you” and “your” means the Participant, and terms in capital letters which are not defined above have the same meaning as set out in the Framework Contract.

### 3 Your Instructions

- (a) You may in your TA Mandate choose to authorise us to accept any or all of the following instructions from you: through our electronic banking system Netbank International or an alternative system provided elsewhere within the Nordea Group company, or in our absolute discretion by a PDF instruction attached to an e-mail with regard to instructions such as payment orders, contracts, promises or other similar undertakings or, in exceptional circumstances, by telephone, facsimile or letter. You acknowledge that you are aware of the risks connected with sending and receiving information by unprotected e-mail over the open internet, and by giving an instruction by e-mail you accept all risks related to such use of e-mails. We will only accept instructions by a PDF instruction attached to an e-mail to transfer funds out of your Transaction Account in our absolute discretion.
- (b) We may, until notified in writing to the contrary by you, rely upon and act in accordance with any instruction given in accordance with your Mandate or a method otherwise agreed with you, which is reasonably believed by us to come from you or an Authorised Third Party without enquiry as to the authority or identity of such person. We shall not be responsible for any loss (direct or indirect) incurred by you where we have done so.
- (c) We may decline to carry out any instruction for the payment of any sum in excess of the available balance at your disposal in the Global Cash Pool Service. If we receive instructions for several payments or other transactions which in aggregate exceed the amount of such available balance we will attempt to contact you or the Currency Top Account Holder for instructions where practicable, but if we are unable to do so we may in our absolute discretion select which transactions shall be executed.

### 4 Cheque Books

- (a) We may in our discretion supply to you on your written request a cheque book or other Payment Instrument for the Transaction Account and will not unreasonably refuse to do so.

### 5 Uncleared Items and fraudulent or mistaken payments into your Transaction Account

- (a) If any cheque or other payment credited or advised to be credited to your Transaction Account, is subsequently dishonoured or returned unpaid by the paying bank, or the covering funds are not received by us, and/or we are called upon to repay to any party any amounts representing the uncleared or dishonoured cheque or other payment, or ( where applicable), we are called to repay a direct debit origination credit, we may debit your Transaction Account with the amount of the dishonoured payment or dishonoured or unpaid cheque.
- (b) If a payment is fraudulently or incorrectly paid into your Transaction Account we may debit the Transaction Account with the amount of the payment even if the funds are included in the available balance shown on your Transaction Account.

### 6 Foreign Exchange

- (a) If we receive an instruction to make a payment to or from your Transaction Account in a

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currency other than the currency of your Transaction Account we will convert the payment into the currency of your Transaction Account at our prevailing exchange rate. Our exchange rates are based on a Reference Exchange Rate which may change throughout the day (for example to reflect movements in foreign currency markets). The Reference Exchange Rate and the method of calculating the applicable exchange rate are available by contacting us in accordance with Clause 14(c).

- (b) If a payment made by you involving a currency conversion is returned to us, we will convert the returned payment back to the currency of your Transaction Account at our prevailing exchange rate when we receive the returned payment and credit it to your Transaction Account. This means that the amount we credit could be less than the amount we originally deducted.

#### 7 Closure of a Transaction Account

Each party may close the Transaction Account in accordance with the terms of the Global Cash Pool Agreement. When this happens you must return to us all unused cheques and cards issued in relation to the relevant Transaction Account and any other relevant Payment Instrument.

If we have effected a forward rate or other transaction which is likely to extend beyond the date of closure we shall in our discretion either close out or complete such a transaction and shall be entitled to retain sufficient funds for the purpose. On the date of closure we shall notify you of the funds that we shall need to retain.

#### 8 Charges

- (a) Charges shall be payable in accordance with any tariff we have specified or agreed with you. Our standard tariff of commissions and charges is available at the Bank and can be viewed on our web-based electronic banking system Netbank International, where applicable.
- (b) You may face other taxes or costs that are not imposed by us or paid by us.
- (c) You must pay all applicable fees, costs and charges in respect of your Transaction Account(s) in full without any set-off or counterclaim and free and clear of any deduction or withholding of any amount (save as required by law) for any present or future taxes, duties or other charges. If you are obliged by law at any time to make any deduction for any tax, levy, impost, duty, charge or fee or any deduction or withholding of a similar nature from any payment due hereunder and in respect of your Transaction Account(s), the amount payable shall be increased to the amount which (after making such deduction or withholding) equals the full amount which would have been payable to us if no such deduction or withholding had been required. We are authorised to deduct from your Transaction Account(s) all applicable taxes, charges or fees imposed by any government authority. You agree that we may deduct our costs, fees and charges from payments to be credited to a Transaction Account.

#### 9 Liability

- (a) We do not accept any responsibility for the authenticity, regularity, validity or value of documents we handle on your behalf and which we reasonably believe to be genuine or valid nor do we accept any responsibility for the correctness of any translation or the interpretation of any terms appearing in such documents.
- (b) Neither you nor we shall be liable for any loss incurred by the other if the relevant party can prove that it has been prevented from meeting an obligation by an unusual and unforeseen circumstance beyond its control which has resulted in consequences that could not have been avoided by exercise of due diligence. Without limiting the generality of the above, we are not liable for any damage arising from a strike, blockade, lockout, boycott or similar circumstance,

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even if it did not concern us directly or if we were involved in it. Each party must notify the other party as soon as possible if it is affected by such a circumstance. We may do this by publishing an announcement on our website or in national newspapers.

- (c) Neither party is liable for any loss arising from non-performance of any of its obligations under these Terms and Conditions or the Framework Contract if such performance would breach its obligations under Applicable Law or any Nordea Group company policy, including the Nordea Sanctions Policy, or subject the party to potential regulatory consequences.
- (d) You will be liable for all losses incurred by us in respect of a payment transaction from your Transaction Account not authorised by you unless we have breached our statutory obligations or the loss has been caused by our gross negligence or wilful misconduct in the execution or non-execution of the transaction, in which case the provision of Clause 9 (j) will apply.
- (e) Except where you have acted fraudulently, you will not be liable for any losses in respect of unauthorised payments where the payment arises after you have notified us under the Framework Contract of the loss, theft or misappropriation of a Payment Instrument or where we have failed, at any time, to provide you with the appropriate means to notify us in accordance with the Framework Contract. Otherwise, if your Payment Instrument is lost or stolen, or misused because you have failed to keep your Personalised Security Information safe, you may be liable for the loss.
- (f) You must notify us of any:
  - (i) unauthorised payments or withdrawals; and
  - (ii) payments that you have instructed us to make from your account which are not executed or have been incorrectly executed;without undue delay and as soon as you become aware of it and in any event within one month.
- (g) If we are responsible for making a payment we did not reasonably believe to be authorised, or for not executing or incorrectly executing a payment, we will refund the amount of the unauthorised payment without undue delay and restore your Transaction Account to the state it would have been had the defective payment not taken place. This will include reimbursing you for the interest loss and charges you have had to pay as a result of the unauthorised payment, non-execution or defective execution.
- (h) If you have given us an incorrect Transaction Account and/or account number or incorrect payment routing information, we are not liable for non-execution or defective execution. However, we will make reasonable effort to recover the funds involved in the payment. We may charge you a fee for this. If it is subsequently discovered that the payment has been correctly executed, we may charge you a fee for the unnecessary investigation of the payment.
- (i) You are liable for all losses incurred as a result of non-transmission of any payment or non-execution of payments from your Transaction Account because of insufficient funds available to you in the Global Cash Pool, or a suspended or closed Transaction Account. You are also liable for any damage caused by you by action which is in breach of Applicable Law or these Terms and Conditions.
- (j) We are liable to compensate you only for reasonable costs and direct losses you incur as a direct consequence of our non-execution or defective execution of payments from your Transaction Account where caused by our breach of our statutory obligations or gross negligence or wilful misconduct. We are not liable for any other costs or loss sustained by you or by other parties.
- (k) Both parties must take all reasonable measures to limit the loss they have suffered. If a party fails to do so, it may be liable for some of its loss.

#### 10 Indemnities

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- (a) You agree to keep us indemnified against and to refund us all losses (direct or indirect), claims, actions, proceedings, demands, costs, charges, expenses, stamp duties, taxes and other liabilities we incur or sustain as a result of:-
  - (i) the operation of or dealings with any account or any property in our custody by an Authorised Third Party;
  - (ii) reliance by us on instructions which we reasonably believe to have been given in accordance with your TA Mandate or otherwise in accordance with Clause 3.
- (b) You authorise us, upon your request, to enter into various banking arrangements with a UK bank (the "Clearing Bank") on your behalf, including credit open arrangements, BACS payments, direct debits, computerised salary payments, credit cards and such other banking arrangements as you may agree with us (each or together hereinafter referred to as "banking arrangements"). You undertake to indemnify us on demand against any loss suffered or liability incurred by reason of any indemnity or guarantee or any other assurance against loss given by us towards the Clearing Bank with respect to any banking arrangements concerning you.
- (c) You authorise us to collect cheques, and, where applicable, direct debit origination credits, made payable to you (whether or not crossed "account payee only" or with some words having a similar effect) and to credit the nominal value of the cheques and the credits, via your Transaction Account in the Bank to the Currency Top Account in the name of the Currency Top Account Holder in Nordea Bank Abp, filial i Sverige.
- (d) You acknowledge that the indemnities set out in this Clause 10 are without prejudice to the Bank's other rights as a collecting banker, including (without limitation) our right to reverse any entry made in anticipation of the relevant cheque being paid on presentation in circumstances where that cheque is not so paid, and in the event of direct debit origination where a claim is made against the account under the Direct Debit Indemnity Scheme Rules.
- (e) In consideration of us agreeing to collect and pay cheques and direct debit origination credits as contemplated by this indemnity and in consideration of Nordea Bank Abp, filial i Sverige making financial accommodation available to, or for the account of, the Currency Top Account Holder and in consideration of the benefits accruing to the Currency Top Account Holder and the Participants under the Global Cash Pool Service, you irrevocably and unconditionally indemnify us against any loss, claim, expense or liability which we may suffer or which may be made against us in connection with the collection of cheques or direct debit origination credits made payable to you and the making of financial accommodation available in reliance on our right to collect cheques and direct debit origination credits in such a way.
- (f) The indemnities set out in this Clause 10, shall be a continuing security, shall extend to the ultimate balance of the indemnified amount and shall continue in force notwithstanding any intermediate payment in whole or in part of the indemnified amount.
- (g) Where any discharge is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise without limitation, your liability under these indemnities shall continue as if there had been no such discharge or arrangement. We shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.
- (h) Your liability under the indemnities set out in this Clause 10 shall not be prejudiced, affected or diminished by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate you from your obligations under these indemnities in whole or in part, whether or not known to you or us.



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- (i) You waive any right you may have of first requiring us to proceed against or enforce any other rights or security of or claim payment from the Currency Top Account Holder or any other Participant or any other person before claiming from you under these indemnities.
- (j) These indemnities shall be in addition to and shall not in any way be prejudiced by any other security now or subsequently held by Nordea Bank Abp, filial i Sverige or the Bank as security for the obligations of the Currency Top Account Holder or the Participants. Our rights are in addition to and not exclusive of those provided by law.
- (k) You further undertake to put us in funds to meet all and every claim or liability which may be made upon us or which we may incur by reason of acting upon your instructions and authorise us to debit your Transaction Account with us to meet any such claim.

#### 11 Disclosure of Information

- (a) You agree at our request to provide or confirm any information relating to your relationship with us. Unless Clause 11(b) applies, we will not answer any enquiries from another bank or a credit reference agency or other third party regarding your status without specific authority from you to do so. On request we will give you copies of any resulting replies. If we ask for a specific authority, we will not be responsible for any adverse consequences if you delay in giving the authority or refuse to do so.
- (b) You consent to us disclosing any information concerning your Transaction Account to any Nordea Group company for general business purposes, provided that the recipient of such information is bound by similar confidentiality obligations as we are. You acknowledge that we may disclose any information to a Nordea Group company, or to a third party that is legally in such a position that information can be disclosed to it if we have a justified reason to believe that a breach of any criminal law has been committed or if we are complying with the directions or requests of any court or regulatory authority or any Applicable Law.
- (c) You consent to us disclosing any information concerning your Transaction Account to the Currency Top Account Holder.

#### 12 Use of Personal Data

- (a) You acknowledge and agree that, unless we agree otherwise in any agreement that we enter into in relation to specific banking services, we and you each act as independent data controllers in respect of the Personal Data that we process in connection with our performance of any services that are subject to these Terms and Conditions. Accordingly, we and you shall comply with our respective obligations under Data Protection Legislation in respect of any Personal Data that we or you (as applicable) process, except to the extent that these Terms and Conditions allocate the responsibility for compliance with a particular requirement to one Party.
- (b) You acknowledge and agree that we may process Personal Data (including names, contact details and financial details) relating to your and your Affiliates' employees, officers and other individuals ("**Data Subjects**") in connection with performing our obligations and/or exercising our rights in respect of any services provided that are governed by these Terms and Conditions, including to administer and operate your account, to provide any services that we provide to you and your Affiliates, to recover payments, communicate with you, to market our goods and services to you and your Affiliates, to evaluate whether to offer particular services or not, to undertake background checks (including credit reference checks and KYC and AML checks) and to comply with our regulatory obligations.

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- (c) You acknowledge that: (i) you shall have responsibility for the accuracy, quality and legality of the Personal Data; and (ii) it shall be your responsibility to, and you shall, issue any fair processing notices to, and obtain any necessary consents from, Data Subjects as may be required in order for us to process their Personal Data as required in order to perform our obligations and exercise our rights in respect of any services provided that are governed by these Terms and Conditions. In particular, before providing us with any Personal Data you shall, and shall procure that your Affiliates shall, provide the following information to the Data Subjects to whom the Personal Data relates (except where they already have the information):
- (i) our identity, and that they can contact us and our data protection officer by sending a message to: [dataprotectionoffice@nordea.com](mailto:dataprotectionoffice@nordea.com), or by sending a letter to: Nordea, Group Data Protection Office, Satamaradankatu 5, 00020 Nordea, Helsinki, Finland;
  - (ii) that we are processing their Personal Data for the purposes set out in clause 12(b);
  - (iii) that our processing of Personal Data as described in these Terms and Conditions is permitted because it is: (a) necessary for the purposes of our legitimate interests in pursuing the purposes set out in clauses 12(b) above (which interests are not overridden by prejudice to the relevant individual's privacy); and/or, in some cases (b) necessary so that we can comply with applicable law that we are subject to;
  - (iv) that we may disclose their Personal Data and other information about the Accounts and you to: (i) other members of our group and/or third parties who process information in accordance with our instructions for the purposes described above; (ii) third parties who may process Personal Data to carry out background checks on individuals; (iii) third parties who may process Personal Data in order to provide ancillary services such as card payment and other services; (iv) other payment institutions in connection with the administration and execution of payment transactions; (v) law enforcement agencies and regulatory bodies; and (vii) such other third parties as are referenced in the Framework Contract, any Mandate to us or any other agreement that we and you may enter into for specific banking services, or who we may notify you of from time to time;
  - (v) that the disclosure of Personal Data to third parties described in clause 12(c)(iv) may involve the transfer of Personal Data to any country, including countries outside of the EEA that may offer a lower level of data protection than in the UK, but that this will be done with appropriate safeguards in place and that we will provide them with a copy of the relevant safeguards upon request;
  - (vi) that we will retain the Personal Data for as long as it is necessary for the purposes for which they were collected and any other permitted linked purposes, including where required by applicable law;
  - (vii) that they have certain rights in respect of the processing of their Personal Data, including the right to access, and rectify any errors in relation to, their Personal Data;
  - (viii) that further information on how we process Personal Data, Data Subjects' rights and how Data Subjects may exercise their rights in respect of the Personal Data can be found in [Nordea's Privacy Policy](#) and that they are encouraged to review such privacy notice; and
  - (ix) such other information as we may reasonably require you to give to Data Subjects from time to time, including in connection with your use of certain services.
- (d) To the extent that you (the Customer) are located in the EEA and the UK is considered a Third Country for the purposes of the GDPR, the additional provisions of this clause 18(d) shall apply:



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- (i) you and we shall be deemed to have entered into the Standard Contractual Clauses, in the form set out at Appendix 1 to these Terms and Conditions;
  - (ii) pursuant to clause 18(d)(i), you (the Customer) shall be the data exporter for the purposes of the Standard Contractual Clauses and we (the Bank) shall be the data importer for the purposes of the Standard Contractual Clauses; and
  - (iii) we and you agree to amend or replace the provisions of the Standard Contractual Clauses to the extent required by Data Protection Legislation.
- (e) You shall indemnify us against any losses, damages and other liabilities (including legal fees) incurred by us arising out of or in connection with a breach by you of your obligations under this clause 12.
- (f) We shall indemnify you against any losses, damages and other liabilities (including legal fees) incurred by you arising out of or in connection with a breach by us of our obligations under this clause 12.

#### 13 Miscellaneous

- (a) No failure or delay by us in exercising any right, power or privilege shall operate as a waiver of it nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.
- (b) Where the TA Mandate is signed by more than one person as the Participant, the agreements and obligations on the part of the Participant shall be joint and several.

#### 14 Notices and Communications, Complaints and Compensation

- (a) Unless otherwise agreed between us in writing, we shall give all notices concerning these Terms and Conditions by any of the following methods to be decided at our discretion: (i) to the address provided by you to us; (ii) via any electronic banking system (if applicable), extranet or similar facility that we may provide or grant access to; or (iii), (if you have provided us with an e-mail address), by e-mail. You must notify us of any change in your address or relevant details for electronic communications (other than electronic communications via any electronic banking system (if applicable), extranet or similar facility that we may provide).
- (b) You agree that we may communicate and exchange information with you, including information, which may be subject to bank secrecy, by e-mail. You acknowledge that you are aware of the risks connected with sending and receiving information by unprotected e-mail over the open internet and you accept all risks related to the use of e-mails for communications referred to in this clause.
- (c) You must give all notices and other communications concerning these Terms and Conditions in writing or in another agreed manner to us at:

Nordea Bank Abp London Branch  
6th Floor  
5 Aldermanbury Square  
London EC2V 7AZ  
Attention: Customer Support

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- (d) A notice delivered by hand is effective at delivery. A notice sent by post is deemed received (for national mail) on the second Business Day after posting; and (for international mail) on the fifth Business Day after posting. A notice sent by e-mail is effective only when received by the intended recipient in a readable form. A notice communicated by us electronically via any electronic banking system, extranet or similar facility that we may provide shall be effective on the earlier of (i) the next occasion upon which you use or otherwise access such facility and (ii) the Business Day after posting of such notice on the facility. A notice given by hand, post or e-mail may refer to material available on any website, extranet or similar facility that we may provide. You will be deemed to have received such material on the Business Day after the effective date of such notice.
- (e) If you believe that a Payment Instrument is lost, stolen or misused or that your PIN or any Personalised Security Information has become known to another person, then you must notify us immediately either by contacting your relationship manager at Nordea Bank Abp London Branch or by contacting us in accordance with the Framework Contract or any instructions given to you by us.
- (f) In the absence of manifest error, any statement of account or confirmation of any transaction dispatched to you shall be deemed to be conclusive and binding on you unless within 30 days of the date of dispatch you notify us in writing that you dispute any item of it. In the absence of any such manifest error or notification we shall not be liable for any such item, whether or not made in accordance with your then current TA Mandate.
- (g) If you have a complaint about any service we provide to you, you must write to us at the address in Clause 14(c) giving details of your complaint. We will respond to you as soon as practicable.
- (h) The language of the Terms and Conditions is English and all notices and information required to be given under Applicable Law will be given in English.

#### 15 Assignment

- (a) We and you each contract as principals, and not on behalf of or for the benefit of anyone else.
- (b) We may transfer all or part of our rights or obligations under the Terms and Conditions, but you may not transfer any rights or obligations without our prior written consent.

#### 16 Amendments to the Terms and Conditions

- (a) We are entitled to make amendments to the Terms and Conditions.
- (b) We will notify you in accordance with Clause 14(a) of any amendments to the Terms and Conditions that materially increase your obligations or reduce your rights and are not a result of a change in legislation, authorities' rules or guidance. If you do not accept a change of which notice has been given to you under Clause 14, you should tell us before it comes into effect. Telling us that you do not accept the change will be deemed to be your request to close your Transaction Account immediately and without additional charge for closing your Transaction Account.
- (c) We will notify you of the amendments referred to in Clause 16(b) above at least one month before the effective date of the amendment.
- (d) We may notify you of any other amendments to the Terms and Conditions in accordance with Clause 14(a), in which case the amended Terms and Conditions will take effect on the date that you are deemed to have received our notice in accordance with Clause 14(d) as soon as possible.

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#### 17 Law and Jurisdiction

- (a) The Terms and Conditions, the TA Mandate and all transactions shall (unless expressly stated in writing to the contrary) be governed by and interpreted in accordance with English law. English law also governs all relations between you and us before the execution of the TA Mandate and any other agreement with respect to your Transaction Account with us.
- (b) We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and want to take court proceedings, you must do so in England. You irrevocably agree that we can take any court proceedings against you, arising out of or in connection with the Terms and Conditions, the TA Mandate or any transactions in the English courts (and you irrevocably submit to the jurisdiction of those courts) or the courts of any other country. Our taking of proceedings in one jurisdiction shall not preclude us taking proceedings in any other jurisdiction. If your TA Mandate specifies an address for service, then that shall be an effective address for service on you of proceedings in the English courts.

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*Nordea Bank Abp is a public limited company incorporated in Helsinki, Finland, business identity code 2858394-9. Its registered address is Satamaradankatu 5, FI-00020 Nordea, Finland. It is registered in England and Wales as FC035482 and Branch No. BR.020566.*

*Nordea Bank Abp London Branch of 6th Floor, 5 Aldermanbury Square, London EC2V 7AZ is authorised and regulated by the European Central Bank, Finanssivalvonta (Financial Supervisory Authority) in Finland. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.*

*Nordea Bank Abp London Branch offers a range of commercial banking services (concentrated mainly on cash management and issuance of commercial guarantees) to customers in the UK. You can contact Nordea Bank Abp London Branch, by telephone on +44(0) 20 3967 9000 .*

### Terms and Conditions for off-balance sheet Transaction Accounts

(held by Participants with Nordea Bank Abp London Branch, connected to the Global Cash Pool Service provided by Nordea Bank Abp, filial i Sverige)

#### Appendix 1

##### Standard Contractual Clauses

##### Commission Decision C(2004)5721

##### SET II

#### Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

##### Data transfer agreement

between

Customer as identified in the customer account opening application form and/or applicable facility agreement/letter

hereinafter "data exporter"

and

Nordea Bank Abp London Branch (name)

6th Floor 5 Aldermanbury Square, London, EC2V 7AZ

hereinafter "data importer"

each a "party"; together "the parties".

#### Definitions

For the purposes of the clauses:

- a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) "the data exporter" shall mean the controller who transfers the personal data;
- c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

### Terms and Conditions for off-balance sheet Transaction Accounts

(held by Participants with Nordea Bank Abp London Branch, connected to the Global Cash Pool Service provided by Nordea Bank Abp, filial i Sverige)

#### I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

#### II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these



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clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with:
  - i. the data protection laws of the country in which the data exporter is established, or
  - ii. the relevant provisions<sup>1</sup> of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data<sup>2</sup>, or
  - iii. the data processing principles set forth in Annex A

Data importer to indicate which option it selects: Annex A

Initials of data importer: As per the customer account opening application form and/or applicable facility agreement/letter;

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<sup>1</sup> "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

<sup>2</sup> However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

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(held by Participants with Nordea Bank Abp London Branch, connected to the Global Cash Pool Service provided by Nordea Bank Abp, filial i Sverige)

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
  - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the European Union, or
  - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
  - iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

### IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

### V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each

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other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
  - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
  - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
  - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
  - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or

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a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

#### **VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

#### **VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: 01 January 2021

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(held by Participants with Nordea Bank Abp London Branch, connected to the  
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FOR DATA IMPORTER

As per the customer account opening application form and/or applicable facility agreement/letter

FOR DATA EXPORTER

As per the customer account opening application form and/or applicable facility agreement/letter



### Terms and Conditions for off-balance sheet Transaction Accounts

(held by Participants with Nordea Bank Abp London Branch, connected to the Global Cash Pool Service provided by Nordea Bank Abp, filial i Sverige)

#### ANNEX A

#### DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly

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affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

- a)
  - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
  - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to those parties.

or

- b) where otherwise provided by the law of the data exporter.

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#### ANNEX B

#### DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

##### **Data subjects**

The personal data transferred concern the following categories of data subjects:

Employees; officers; and such other Data Subjects as required to comply with our obligations under the customer account opening application form and/or applicable facility agreement/letter, Framework Contract, any Mandate, these Terms and Conditions or any other agreement that we and you may enter into for specific banking services.

##### **Purposes of the transfer(s)**

The transfer is made for the following purposes:

Such purposes as required to comply with our obligations under the customer account opening application form and/or applicable facility agreement/letter, Framework Contract, any Mandate, these Terms and Conditions or any other agreement that we and you may enter into for specific banking services, including: to administer and operate data exporter's accounts; recover payments; communicate with data exporter; market goods and services to data exporter; evaluate whether to offer particular services or not to data exporter; undertake background checks (including KYC and AML checks); and comply with our regulatory obligations.

##### **Categories of data**

The personal data transferred concern the following categories of data:

Names; contact details; financial details and other such categories of Personal Data as required to comply with our obligations under the customer account opening application form and/or applicable facility agreement/letter, Framework Contract, any Mandate, these Terms and Conditions or any other agreement that we and you may enter into for specific banking services.

##### **Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Members of the data importer's group; third party service providers; law enforcement and regulatory bodies; and any such recipients as required to comply with our obligations under the customer account opening application form and/or applicable facility agreement/letter, Framework Contract, any Mandate, these Terms and Conditions or any other agreement that we and you may enter into for specific banking services

##### **Sensitive data** (if appropriate)

The personal data transferred concern the following categories of sensitive data:

Such categories of sensitive Personal Data as required to comply with our obligations under the customer account opening application form and/or applicable facility agreement/letter, Framework Contract, any Mandate, these Terms and Conditions or any other agreement that we and you may enter into for specific banking services

##### **Data protection registration information of data exporter** (where applicable)

##### **Additional useful information** (storage limits and other relevant information)

Personal Data shall be retained as long as necessary to comply with our obligations under the customer account opening application form and/or applicable facility agreement/letter, Framework Contract, any Mandate, these Terms and Conditions or any other agreement that we and you may enter into for specific banking services

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#### Contact points for data protection enquiries

##### Data importer

[dataprotectionoffice@nordea.com](mailto:dataprotectionoffice@nordea.com)  
Nordea, Group Data Protection Office  
Satamaradankatu 5  
00020 Nordea  
Helsinki,  
Finland

##### Data exporter

As per the customer account opening application form and/or applicable facility agreement/letter