

Export Collection General Terms and Conditions

Nordea Bank Abp is carrying out its export collection activities in the Nordic region through Nordea Bank Abp, Finland as well as through its branches Nordea Danmark, filial af Nordea Bank Abp, Finland, Nordea Bank Abp, filial i Norge, Nordea Bank Abp, filial i Sverige. "Nordea Group" means herein Nordea Bank Abp, together with its subsidiaries, and "Nordea Affiliate" means any company belonging to the Nordea Group.

As a data controller the Bank processes personal data to deliver the products and services that are agreed between the parties and for other purposes such as to comply with laws and other regulations. For detailed information on processing of personal data, please review the Bank's privacy policy, which can be found by following this link https://www.nordea.com/en/privacy-policy.html or by contacting the Bank. The privacy policy contains information about the rights in connection with the processing of personal data such as the access to information, rectification, data portability, etc.

The Principal shall forward Bank's privacy policy to the individuals whose personal data it discloses to the Bank.

No Nordea Affiliate shall be held responsible for any loss or damage resulting from a legal enactment, the intervention of a public authority, currency rate fluctuations, an act of war, an act of terrorism, a strike, blockade, boycott, lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts applies even if the Nordea Affiliate itself is the subject of, or takes, such measures. Any loss or damage arising from any other cause shall not be indemnified by any Nordea Affiliate if it has observed normal care. No Nordea Affiliate shall in any event be liable for indirect or consequential damages.

The Principal shall upon request from the Bank deliver such information, documentation and other evidence deemed necessary by the Bank to carry out its obligations under the at any time applicable laws, regulations and the Bank's internal guidelines in respect of anti-money-laundering (including know-your-customer-checks) and anti-terror-financing, including, but not limited to, documents and evidence necessary for the Bank to carry out identification and control of the Principal and other persons as at any time required by such laws, regulations and internal guidelines of the Bank.

The Principal shall ensure that the Principal (and any of its subsidiaries or the Principal's or the subsidiaries' directors or leading employees or persons or companies acting on behalf of or controlled by any of them) does not take any action or refrain from any action or use (directly or indirectly) the export collection in a way that leads or may lead to a) the breach of any Sanctions or the Principal being subject to Sanctions; and/or b) the Bank or any other company with the Nordea Group to breach any Sanctions. The Principal shall ensure that policies and procedures designed to ensure such compliance is adopted and maintained in effect. "Sanctions" means any laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices issued or decided by the Norwegian state, the UN, the EU, the UK and/or the USA (and any organ acting on any of their behalf) relating to sanctions (economic, financial or political sanctions) and directed at states, companies, persons and/or other legal entities.

The Principal shall comply with all anti-corruption laws and regulations and adopt and maintain in effect policies and procedures designed to ensure such compliance.

The Principal's instructions in respect of any Export Collection Instructions to the Bank shall be governed by and construed in accordance with the laws of the jurisdiction in which the Principal or – in the event the Principal is a subsidiary and the Principal's ultimate parent company is domiciled in Denmark, Finland, Norway or Sweden – such ultimate parent company is domiciled at the time of delivering the Export Collection Instructions to Nordea. Accordingly the following laws shall apply and the following courts shall have non-exclusive jurisdiction in the first instance over matters arising out of or in connection with such Export Collection Instructions: (i) Danish law and The City Court of Copenhagen or, in case it is competent, the Maritime and Commercial Court of Copenhagen, in case the Principal or such ultimate parent company is domiciled in Denmark, (ii) Finnish law and Helsinki City Court in case the Principal or such ultimate parent company is domiciled in Norway and (iv) Swedish law and Stockholm City Court in case the Principal or such ultimate parent company is domiciled in Sweden or in any other country than Denmark, Finland or Norway.

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