

Export Collection General Terms and Conditions 01.19

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

To the extent necessary for the processing of collections, each Nordea Affiliate shall have the right to use and disclose to any other Nordea Affiliate any information relating to this collection and any other information regarding the bank-client relationship between the Principal and the Nordea Group.

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 deliver to the Bank deliver such information, deemed necessary by the Bank to carry out its obligations under the at any time applicable laws and its internal guidelines in respect of know-your-applicant-checks. The Principal shall 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 breach of any Sanctions or any anti-corruption laws or could cause the Principal to be subject to Sanctions or the Bank to breach any Sanctions. "**Sanctions**" means any trade embargoes and other economic sanctions issued or decided by the United Nations, the EU, the UK and/or the USA or any authority or office in any of such countries or institutions.

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 Finland
- (iii) Norwegian law and Oslo 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.