

Online FX Services

Terms and Conditions

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Please make sure that you read the following clauses particularly carefully:

- Clause 4 sets out the actions you and your Authorised Users must do, or must not do, when accessing any of our Online FX Platforms, and
- Clause 6 sets out important information about our and our Agent's responsibility in relation to our Online FX Platforms.

1. Application and scope

- 1.1 These Online FX Services Terms and Conditions apply to the use by you and your Authorised Users of any of our Online FX Platforms. Acting through your Authorised Users, you may be able to enter into certain FX Transactions that are subject to our FX and Treasury Services Terms and Conditions through any of our Online FX Platforms. Accordingly, these Online FX Services Terms and Conditions should be read alongside our FX and Treasury Services Terms and Conditions. To the extent that the terms of these Online FX Services Terms and Conditions differ from, are inconsistent with or conflict with our FX and Treasury Services Terms and Conditions:
- (i) the terms of these Online FX Services Terms and Conditions shall be the ones that apply in relation to the use by you and your Authorised Users of any of our Online FX Platforms; but
 - (ii) the terms of our FX and Treasury Services Terms and Conditions shall be the ones that apply to FX Transactions entered into on any of our Online FX Platforms and to that extent the relevant terms of our FX and Treasury Services Terms and Conditions will prevail over these Online FX Services Terms and Conditions.
- 1.2 We are not obliged to enter into any FX Transaction on any of our Online FX Platforms, whether we have provided a quote or not. We, or our Agent on our behalf, may refuse to enter into any FX Transaction at any time and for any reason without any liability to you. You are also under no obligation to enter into any FX Transaction on any of our Online FX Platforms.
- 1.3 In order to be able to access and use any of our Online FX Platforms, you must:
- (i) hold a current account with Handelsbanken plc, and
 - (ii) if you use (or intend to use) an Online FX Platform that is accessed through Handelsbanken plc's corporate online banking platform (which is accessed through Handelsbanken plc's website), (a) (if you are not already registered to access Handelsbanken plc's corporate online banking platform) successfully apply to Handelsbanken plc to be registered to access Handelsbanken plc's corporate online banking platform and (b) in respect of any Authorised User who is authorised (or is to be authorised) by you to access that Online FX Platform, (if such Authorised User is not already registered as your authorised user for the purposes of Handelsbanken plc's corporate online banking platform) successfully apply to Handelsbanken plc to register each such Authorised User as your authorised user for the purposes of Handelsbanken plc's corporate online banking platform. Alternatively, if any of your Authorised Users is authorised by someone else (such as a member of your Group) to access Handelsbanken plc's corporate online banking platform, such Authorised User may be able to access an Online FX Platform on your behalf through that Authorised User's access to Handelsbanken plc's corporate online banking platform on behalf of that other person. However you still need to successfully apply to us to access and use (and for any Authorised User to access and use) an Online FX Platform).
- 1.4 If:
- (i) you are not or if you cease to be registered to access Handelsbanken plc's corporate online banking platform, or
 - (ii) an Authorised User who is authorised by you to access an Online FX Platform is not or ceases to be authorised by you to use Handelsbanken plc's corporate online banking platform,
- and any Authorised User (or the Authorised User who is not or ceases to be authorised by you to use Handelsbanken plc's corporate online banking platform) is authorised by someone else (such as a member of your Group) to access Handelsbanken plc's corporate online banking platform, such Authorised User may be able to access an Online FX Platform and enter into FX Transactions on your behalf. Notwithstanding the occurrence of either (or both) of the circumstances described in paragraphs (i) and (ii) of this Clause 1.4, you are, and will continue to be, responsible for and to be bound by any Instructions given on an Online FX Platform by any Authorised User who is authorised by you to access an Online FX Platform.
- 1.5 If an Authorised User ceases to be authorised by you to give Instructions on your behalf on an Online FX Platform, you must ensure that the Authorised User ceases to give Instructions. You must also notify us straight away by completing and delivering to our Agent an Application Form confirming that such Authorised User has ceased to be authorised by you. We and our Agent shall update our records to reflect such notification as soon as reasonably practicable but, until such update is made, we and our Agent may act on Instructions given previously by such Authorised User, and may continue to accept Instructions from such Authorised User. You are responsible for any Instructions given to us or to our Agent by such Authorised User on an Online FX Platform.

- 1.6 With effect from the date our Agent receives your first Application Form in which you apply to access and use an Online FX Platform, you agree that these Online FX Services Terms and Conditions apply to your use of that Online FX Platform.
- 1.7 Our Online FX Platforms can be accessed through Handelsbanken plc's website (<http://www.handelsbanken.co.uk>), unless we or our Agent tell you otherwise.
- 1.8 Unless these Online FX Services Terms and Conditions say something different, any notices or communications you send to us or to our Agent or we or our Agent send to you relating to these Online FX Services Terms and Conditions or an Online FX Platform must be sent in accordance with our FX and Treasury Services Terms and Conditions.

2. Interpretation

- 2.1 Terms defined in our FX and Treasury Services Terms and Conditions have the same meaning in these Online FX Services Terms and Conditions, unless a contrary intention is stated. The principles of construction set out in Clause 1.14 of our FX and Treasury Services Terms and Conditions shall have effect as if set out in these Online FX Services Terms and Conditions and as if references in that clause to "these Terms" were references to "these Online FX Services Terms and Conditions".
- 2.2 In these Online FX Services Terms and Conditions:
 - "FX and Treasury Services Terms and Conditions"** means our FX and Treasury Services Terms and Conditions;
 - "Intellectual Property Rights"** means all patents (including any rights in or to inventions), trademarks, service marks, logos, trade names and business names (including rights in goodwill attached thereto), design rights, rights in or to internet domain names and website addresses, semi-conductor topography rights, copyright (including future copyright), database rights, rights in and to confidential information (including know-how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and any pending applications or rights to apply for registration of any of these rights that are capable of registration in any country or jurisdiction and similar or analogous rights to any of these rights in any jurisdiction;
 - "IT Error"** means:
 - (i) any loss due to a delay in, interruption or failure of the transmission or receipt of any instructions or orders sent through any of our Online FX Platforms;
 - (ii) any isolated IT technical failure or errors or general IT technical failure or errors affecting the Online FX Services;
 - (iii) your inability for whatever reason to access or use any of our Online FX Platforms that you have applied to access or the Online FX Services; and/or
 - (iv) details or confirmation of any Instruction, FX Transaction or order being corrupted or inaccurate;
 - "Materials"** means any printed or electronic materials, including operating manuals, user guides, instructions, videos, applications or other content produced by us or our Agent (or any of our licensors) and given or made available to you and/or any of your Authorised Users in connection with the Online FX Services or any of our Online FX Platforms;
 - "Online FX Platform"** means an online platform offered by us, including MarketOn-Line and FX Manager; and
 - "Online FX Services"** means the services provided pursuant to these Online FX Services Terms and Conditions, including the ability (subject to our right and our Agent's right to refuse to enter into any Transaction) to enter into certain FX Transactions and to receive such other services or functions as we may make available from time to time through an Online FX Platform.

3. Access

- 3.1 You must ensure that your systems (and the systems used by each of your Authorised Users who is appointed by you to access any of our Online FX Platforms) are suitable for access to and use of any of our Online FX Platforms that you have applied to use. In particular, but without limiting this general obligation, you will comply, and you will ensure that each such Authorised User complies, with any requirements and any other instructions and notices we or our Agent give to you or to any of your Authorised Users, either on our Agent's website, on any of our Online FX Platforms or by other means, about the systems or technology required to access or use any of our Online FX Platforms.

4. Security Measures

- 4.1 You must comply, and must ensure that each of your Authorised Users who is appointed by you to access any of our Online FX Platforms complies, with all Security Measures required by us or our Agent from time to time relating to access to, and use of, any of our Online FX Platforms. This includes complying with any provisions in these Online FX Services Terms and Conditions and our FX and Treasury Services Terms and Conditions relating to security and

any other processes, instructions, procedures and requirements we or our Agent ask you and/or any Authorised User to comply with from time to time, including in relation to the use and security of Security Information and Security Equipment. We recommend you ensure that each Authorised User who is appointed by you to access any of our Online FX Platforms is aware of the Security Measures and that they comply with all Security Measures required by us or our Agent from time to time relating to access to, and use of, an Online FX Platform. We or our Agent shall be entitled to assume that the person giving any Instruction is an Authorised User and you shall be bound by each Instruction.

- 4.2 You must and you must ensure that your Authorised Users who are appointed by you to access any of our Online FX Platforms:
- (i) at all times keep the Security Measures secret and confidential and not write the Security Measures down or make them available in any place accessible by others, or share the Security Measures with anyone (other than as may be permitted by Handelsbanken plc in connection with its corporate online banking platform, if applicable);
 - (ii) take practical precautionary measures when storing or disposing of information relating to the Security Measures and any of our Online FX Platforms to prevent such information being used incorrectly, and to ensure that any printed materials relating to any of our Online FX Platforms are shredded;
 - (iii) keep secure any software, equipment and internet connection that is used regularly to access any of our Online FX Platforms and ensure they comply with the security standards we or our Agent tell you about from time to time;
 - (iv) ensure that any computer or mobile device (if any of our Online FX Platforms can be accessed on a mobile device) that is used to access any of our Online FX Platforms is kept secure and free from any malicious code (including any software, virus, trojan horse, time bomb or other code that is harmful, damaging, disabling or which enables or could enable unauthorised access to any part of any of our Online FX Platforms) and has up to date anti-virus and anti-spyware software as well as firewall and security patches installed on it;
 - (v) if a mobile device that is used to access any of our Online FX Platforms (if any of our Online FX Platforms can be accessed on a mobile device) is lost or stolen and is then found, change any Security Information before using the mobile device to access any of our Online FX Platforms;
 - (vi) carry out virus checks on any computer or mobile device (if any of our Online FX Platforms can be accessed on a mobile device) that is used to access any of our Online FX Platforms on a regular basis;
 - (vii) log out of any of our Online FX Platforms once you have finished using whichever one of our Online FX Platforms you are logged in to;
 - (viii) follow any reasonable instructions we or our Agent may give regarding use of any of our Online FX Platforms; and
 - (ix) access and use any of our Online FX Platforms in accordance with these Online FX Services Terms and Conditions and our FX and Treasury Services Terms and Conditions.
- 4.3 You must not and you must ensure that your Authorised Users who are appointed by you to access any of our Online FX Platforms do not:
- (i) stay logged in to any of our Online FX Platforms on a computer or mobile device (if any of our Online FX Platforms can be accessed on a mobile device) that is not in your full control or possession;
 - (ii) leave a mobile device (if any of our Online FX Platforms can be accessed on a mobile device) unattended while logged in to any of our Online FX Platforms;
 - (iii) allow anyone, other than an Authorised User who you have appointed to access any of our Online FX Platforms, to access or use that Online FX Platform;
 - (iv) copy, modify, reproduce, remanufacture, translate, disassemble, decompile or reverse engineer any software or other device or material provided by us in connection with the Security Measures, or in any way duplicate or merge or incorporate any of such Security Measures with or into any other computer program or otherwise attempt to change, copy or reproduce or allow any third party to change, copy or reproduce any software provided by us;
 - (v) use or attempt to use any of our Online FX Platforms to do anything other than access and use our Online FX Services;
 - (vi) use or attempt to use any of our Online FX Platforms for any unlawful purpose, including fraud, or in a manner that is inconsistent with these Online FX Services Terms and Conditions or our FX and Treasury Services Terms and Conditions; or
 - (vii) use or attempt to use any of our Online FX Platforms in a way that could damage it or affect our (or Handelsbanken plc's) systems or security or restrict, prevent or interfere with anyone else's use of any of our Online FX Platforms.

5. Improvements we may make to an Online FX Platform and the Online FX Services

- 5.1 We may continually change and release new capability and functionalities and remove existing functionalities within any of our Online FX Platforms and we may at any time add new Online FX Services or remove or suspend any Online FX Services. This may include (i) adding new currencies or withdrawing currencies, (ii) changing the times and dates when the Online FX Services or any of our Online FX Platforms are available, (iii) imposing or changing any time limits to place an order based on a quote provided through any of our Online FX Platforms and (iv) imposing or changing any minimum or maximum amount of any individual FX Transaction that may be entered into through any of our Online FX Platforms.
- 5.2 We do not have to give you notice of any changes, improvements or removals within any of our Online FX Platforms or to the Online FX Services as they will usually be made automatically. However, we or our Agent will usually tell you and your Authorised Users who use the relevant Online FX Platform about any changes, improvements or removals we make or we intend to make to the Online FX Platform or to the Online FX Services which may affect your (or your Authorised Users') experience through messages on the relevant Online FX Platform. These Online FX Services Terms and Conditions shall apply to any such revised, improved or modified Online FX Platform and Online FX Services together with any Additional Service Terms (if applicable) provided to you in respect thereof.

6. Limitations on our responsibilities

- 6.1 Our Online FX Platforms are provided on an "as is" basis. Access to and use of any of our Online FX Platforms is at your own risk. In addition to the exclusions and limitations on our and our Agent's liability set out in our FX and Treasury Services Terms and Conditions, neither we nor our Agent will be responsible for any losses, claims, damages, costs, charges, expenses (including legal fees), liabilities, demands, proceedings and actions and any fine or penalty levied by a regulatory body or any delay or failure caused directly or indirectly by:
- (i) any of our Online FX Platforms being unavailable either partly or completely for any reason (including if any link that is usually accessible on Handelsbanken plc's website or Handelsbanken plc's corporate online banking platform is unavailable);
 - (ii) your use (or any of your Authorised Users' use) of any of our Online FX Platforms being suspended in accordance with these Online FX Services Terms and Conditions;
 - (iii) systems maintenance or upgrade activity which supports any of our Online FX Platforms;
 - (iv) any Instruction given through any of our Online FX Platforms that we or our Agent refuse to accept, carry out or act on (including by refusing to provide a quote) or are unable to accept, carry out or act on for any reason set out in these Online FX Services Terms and Conditions or our FX and Treasury Services Terms and Conditions;
 - (v) any delay or failure to perform any obligation we may have under these Online FX Services Terms and Conditions for any reason beyond our reasonable control; or
 - (vi) any IT Error or losses (including, but not limited to, any direct, indirect or consequential loss and any loss of profit) arising from any IT Error.
- 6.2 Neither we nor our Agent give any confirmations, guarantees or assurances that:
- (i) any Instruction sent using any of our Online FX Platforms will be received or successfully transmitted;
 - (ii) the provision of, access to, or use of any of our Online FX Platforms complies with any law or regulation outside of the United Kingdom;
 - (iii) any information provided through any of our Online FX Platforms that is provided by a third party, is true, accurate, complete or up to date at the time it is accessed;
 - (iv) to the extent permitted by law, any of our Online FX Platforms is fit or suitable for any particular purpose; or
 - (v) the use of any material downloaded from any of our Online FX Platforms will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet, including in relation to loss of data.

7. Notification requirement

- 7.1 You must notify our Agent immediately as soon as you become aware of or suspect:
- (i) any failure to deliver or delay in delivering any Instruction;
 - (ii) any known or suspected error or fraud in or affecting the sending or receipt of any Instruction;
 - (iii) any transmission (or suspected transmission) of any malicious code (as described in Clause 4.2(iv));
 - (iv) any programming error or defect or corruption of any Instruction;
 - (v) the Security Measures have not been complied with by you or any of your Authorised Users;

- (vi) any unauthorised access to or use of any of our Online FX Platforms;
- (vii) any failure, delay or other problem when using any of our Online FX Platforms; or
- (viii) any IT Error or any failure or delay in receiving any Confirmations or payments.

7.2 You agree to help us or our Agent to take steps to fix any problems (if we or our Agent ask you to do so) and to help us or our Agent with any concerns relating to viruses and/or security threats in connection with any of our Online FX Platforms. We or our Agent shall be entitled to pass any information to the relevant authorities.

8. Availability

- 8.1 We will always make reasonable efforts to ensure our Online FX Platforms are available but we cannot guarantee their continuing availability or functionality nor their compatibility with any mobile device (if any of our Online FX Platforms can be accessed on a mobile device), operating system or browser you or any of your Authorised Users may use. You should ensure that any mobile device (if any of our Online FX Platforms can be accessed on a mobile device), operating system or browser you or any of your Authorised Users may use is compatible with our Online FX Platforms.
- 8.2 Any of our Online FX Platforms may be unavailable from time to time, including when:
- (i) we or Handelsbanken plc are undertaking any maintenance (including systems maintenance) or upgrade activity or making changes to the operating systems which support any of our Online FX Platforms;
 - (ii) Handelsbanken plc's website or, in respect of any of our Online FX Platforms that is accessed through Handelsbanken plc's corporate online banking platform, Handelsbanken plc's corporate online banking platform, is unavailable for any reason;
 - (iii) in respect of any of our Online FX Platforms that is accessed through Handelsbanken plc's corporate online banking platform, if your access, or any of your Authorised User's access, to Handelsbanken plc's corporate online banking platform is suspended or terminated for any reason permitted under your agreement with Handelsbanken plc or under any agreement between any other person and Handelsbanken plc;
 - (iv) there are legal or regulatory reasons or a direction of any court, law enforcement agency or government or regulatory authority or there are technical or security reasons;
 - (v) circumstances outside our control (or outside our Agent's or subcontractors' control) occur. For example, an act of war, strike, blockade, boycott, lockout or any other similar circumstance or because of a data error, electricity failure, telephony fault or flooding;
 - (vi) there is any network, computer system, transmission link or mechanical defect or failure;
 - (vii) a third party has failed to provide services; or
 - (viii) there are technical issues with your or any of your Authorised Users' internet connection, device or network.
- 8.3 We or our Agent will usually try to tell you in advance if any of our Online FX Platforms that you use is going to be unavailable, but this may not always be possible.

9. Suspension

- 9.1 In addition to the situations set out in Clause 8 above, we may suspend, either temporarily or permanently, your or all or any one or more of your Authorised Users' access to any of our Online FX Platforms with immediate effect if we (in our sole discretion) consider it necessary or advisable to do so, including, for example and without limitation, in any of the following circumstances:
- (i) we or our Agent suspect or become aware of an unauthorised use or misuse of any of our Online FX Platforms;
 - (ii) we or our Agent suspect or become aware that the Security Measures have not been complied with, including any concerns relating to the security of your (or any of your Authorised Users') use of any of our Online FX Platforms and/or any Security Information you or an Authorised User use;
 - (iii) your use or the use by any of your Authorised Users of any of our Online FX Platforms, is, in our or our Agent's reasonable opinion, endangering the information technology security and operation of that Online FX Platform;
 - (iv) you are in breach or any of your Authorised Users cause you to be in breach of our FX and Treasury Services Terms and Conditions, these Online FX Services Terms and Conditions or any other agreement you have entered into with us or with Handelsbanken plc;
 - (v) you or we have given notice to terminate the Agreement in accordance with our FX and Treasury Services Terms and Conditions;
 - (vi) in respect of any of our Online FX Platforms that is accessed through Handelsbanken plc's corporate online

banking platform, Handelsbanken plc (a) terminates its agreement with you in respect of your use of its corporate online banking platform, (b) if any of your Authorised Users accesses such Online FX Platform through someone else's use of Handelsbanken plc's corporate online banking platform, terminates its agreement with such other person in respect of their use of its corporate online banking platform or (c) otherwise stops your access or any of your Authorised Users' access to its corporate online banking platform;

- (vii) we believe or our Agent believes, in our or our Agent's reasonable opinion, there is a risk that you will not fulfil or any of your Authorised Users will cause you to not fulfil any of your obligations towards us or Handelsbanken plc;
- (viii) you fail to provide sufficient (in our or our Agent's sole discretion) security or if any security provided is no longer sufficient (in our or our Agent's sole discretion), in each case in accordance with our FX and Treasury Services Terms and Conditions; or
- (ix) we believe or our Agent believes, in our or our Agent's reasonable opinion, there is a significant risk that you are unable to pay amounts outstanding to us.

- 9.2 If we suspend your or any of your Authorised Users' access to any of our Online FX Platforms pursuant to Clause 9.1, we or our Agent will try to inform you without undue delay unless we or our Agent are prohibited from doing so under any Applicable Regulations. Neither we nor our Agent will be liable for any loss or damage which you may suffer as a result of any suspension of access to an Online FX Platform pursuant to Clause 9.1.

10. Intellectual property

- 10.1 All right, title, interest and Intellectual Property Rights in our website, our Agent's website, our Online FX Platforms, the Materials and any documentation supplied by us or our Agent in relation to our website, any of our Online FX Platforms or Materials are the property of us, our Agent or our licensors. You acknowledge and agree that all Intellectual Property Rights in our or our Agent's name (including all reputation and goodwill connected with our or our Agent's name) are and shall remain our or our Agent's property.
- 10.2 You may use, display, download and print copies of Materials for your internal business use only. All other use, copying, production, transmitting, distributing, transferring or displaying of Materials (by any means and in whole or in part) is prohibited without our prior written permission. In addition, you will ensure that neither you nor your employees delete or amend any copyright or other notices displayed on the Materials or any copies of them.

11. Changes we may make to these Online FX Services Terms and Conditions

- 11.1 We may make an amendment or add to these Online FX Services Terms and Conditions from time to time. If we make such an amendment or addition, we will inform you in any way that is allowed under our FX and Treasury Services Terms and Conditions. We will give you notice in advance in accordance with our FX and Treasury Services Terms and Conditions unless any of the circumstances occur, as described in our FX and Treasury Services Terms and Conditions, when we may make amendments or additions without telling you in advance. Our FX and Treasury Services Terms and Conditions provide information on how we may amend, or add to, these Online FX Services Terms and Conditions.
- 11.2 If you do not agree to any such amendment or addition, you may end your use of our Online FX Platforms without charge by giving not less than ten Business Days' written notice to us. If you do not notify us before the amendment or addition takes effect, we will treat this as you accepting the amendment or addition, and you will continue to be responsible for your access to, and use of, (and any of your Authorised Users' access to, and use of), our Online FX Platforms in accordance with these Online FX Services Terms and Conditions.

12. Ending your use of any of our Online FX Platforms

- 12.1 If the Agreement is terminated for whatever reason, we will (on or before the date of such termination) remove your and your Authorised Users' access to all of our Online FX Platforms and you will return to us or to our Agent any Security Equipment that we or our Agent issued to you or any of your Authorised Users in connection with any of our Online FX Platforms.
- 12.2 If your access or any of your Authorised Users' access to any of our Online FX Platforms is temporarily suspended pursuant to Clause 9 and if it is not possible or desirable (in our or our Agent's sole opinion) to remove the reason for suspension, we may remove your access and your Authorised Users' access to any of our Online FX Platforms.

13. Third party rights

- 13.1 A person who is not a party to the Agreement (other than our Agent) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Online FX Services Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 13.2 For the avoidance of doubt, our Agent's consent is not required for the rescission or variation of these Online FX Services Terms and Conditions.

14. Governing law and jurisdiction

- 14.1 These Online FX Services Terms and Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law. You agree for our exclusive benefit that the courts of England and Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with these Online FX Services Terms and Conditions. We shall also have the right to bring an action or proceedings against you in any other court or courts of competent jurisdiction, whether concurrently or not.