

Business Banking Terms and Conditions

These terms and conditions will take effect on or after 26 May 2021.

The exact date of when the changes will take effect will be shared closer to the time through our website, our mobile banking app and/or online banking.

Part A - Introduction

1. Application and scope of these Terms and Conditions

1.1 Application of these Terms and Conditions: These Terms and Conditions form part of the Agreement relating to the provision of Services by us to you and your Account(s) and they apply, if you have a business Account with Handelsbanken plc. In these Terms and Conditions we explain our obligations to you and your obligations to us. You accept these Terms and Conditions when you sign the Account Opening Mandate or otherwise ask us to open an Account, and they remain valid until changed by us as set out in these Terms and Conditions.

1.2 Scope of these Terms and Conditions: From time to time, there may be additional terms which apply to any of your Accounts or other Additional Service Conditions relating to the Additional Services which you can use in respect of some or all of your Accounts. The additional terms include our terms regarding charges and interest rates, notice periods, minimum or maximum balances, debit or credit card services and other key features for each type of Account, as described in our publications or in other correspondence between us, in each case as amended from time to time. These Terms and Conditions and the other provisions of your Agreement will apply to each of your Accounts and any Additional Services relating to your Accounts except insofar as any such term, condition or provision conflicts with an additional term or Additional Service Condition (as applicable), in which case the latter will prevail.

1.3 You will not be bound by the provisions of the Agreement until we have given you your Tariff of Charges and you have accepted this by signing and returning the Account Opening Mandate or the letter we provide to you before opening your Account. In certain cases you may have a right to cancel an Account (this is explained in condition 13.12) or switch an Account (this is explained in condition 13.4). This Agreement will continue until terminated by you or us in accordance with the Terms and Conditions of this Agreement.

1.4 Structure of these Terms and Conditions: When you read these Terms and Conditions you will see that they have been divided into six different parts. In summary, these parts contain the following information:

- Part A sets out the application and scope of these Terms and Conditions;
- Part B sets out the Terms and Conditions which apply to all of your Accounts and our relationship with you, including in connection with all Services we allow you to use from time to time in respect of your Accounts;
- Part C explains how our Additional Service Conditions apply to any Additional Services we allow you to use from time to time in respect of your Accounts;

- Part D sets out our Additional Service Conditions which apply to Notice Deposit Accounts;
- Part E sets out our Additional Service Conditions which apply to Fixed Term Deposit Accounts;
- Part F sets out our Additional Service Conditions which apply to Business Debit Cards; and
- Part G sets out our Additional Service Conditions which apply to Customer Support.

1.5 Definitions used in these Terms and Conditions:

In these Terms and Conditions:

- **"you"**, and **"your"** mean the person, persons, incorporated or unincorporated body in whose name an Account is opened and include (where appropriate) any person you authorise to give instructions in respect of your Account;
- **"we"**, **"us"** and **"our"** means Handelsbanken plc. Our main business is banking. We are incorporated in England and Wales with company number 11305395. Our registered office is at 3 Thomas More Square, London, E1W 1WY, United Kingdom. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 806852. Handelsbanken plc is a wholly-owned subsidiary of Svenska Handelsbanken AB (publ);
- **"Account"** or **"your Account"** means any account you have with us at one of our Branches which is governed by the provisions of the Agreement;
- **"Account Information Service Provider"** means a third party business which provides a service that allows you to see your accounts with different providers in one place;
- **"Account Opening Mandate"** means the application form or mandate you have signed in order to open your Account;
- **"Additional Service"** means any additional service we agree to provide to you from time to time relating to the Agreement;
- **"Additional Service Conditions"** means the conditions notified by us to you from time to time which apply to an Additional Service;
- **"Agreement"** means these Terms and Conditions and the Tariff of Charges, together with the Application Documentation, any additional terms and any Additional Service Conditions relating to your Account, in each case as amended from time to time;
- **"Application Documentation"** means the application documents for the Services including your Account Opening Mandate and any application form relating to any Additional Service you receive;
- **"Branch"** means any of our branches in the United Kingdom;

- **"Card PIN"** means a cardholder's personal identification number relating to their Business Debit Card;
 - **"Confidential Information"** means all of our information and data of a sensitive or confidential nature provided to you or obtained by you in connection with this Agreement and including any information which relates to our business, assets, operations, plans, know-how, trade secrets, business affairs, personnel, services, marketing or sales opportunities, strategies, prices, plans, customers, suppliers or trading practices;
 - **"Controlling Person"** means, for the purposes of collecting and reporting tax residency status only, a natural person who exercises control over you;
 - **"Corporate Internet Services"** shall have the meaning set out in the Additional Service Conditions for those Additional Services;
 - **"Customer Support"** means our customer support service that offers you general assistance. You can contact Customer Support by calling us on 0800 470 8000. Further details of this service are provided in Part G of these Terms and Conditions;
 - **"EEA"** means the European Economic Area;
 - **"Fixed Term Deposit Account"** means a deposit Account where the deposit is held for a fixed period of time and earns a fixed rate of interest;
 - **"Incorrectly Executed Transaction"** means an electronic payment which, contrary to our obligations under the Agreement, (a) has not been executed by us, or (b) has not been executed by us according to the instructions that you (or any person authorised by you to transact on the Account) gave us, or (c) has been executed by us outside the timescale for execution of that payment;
 - **"Inter-Bank Business Day"** means any day on which banks participating in the SEPA Core Direct Debit Scheme are open for inter-bank business and the settlement of payments in euros;
 - **"Losses"** means any and all losses, claims, damages, costs, charges, expenses (including legal fees), liabilities, demands, proceedings and actions and any fine or penalty levied by a regulatory body;
 - **"Notice Deposit Account"** means a deposit Account on which a certain, specified period of notice must be given before a withdrawal can be made;
 - **"Operating Guides"** means any operating manuals, guides and instructions relating to the Services which we make available to you, including updates and replacements from time to time;
 - **"Payment Account"** means a deposit or current Account where you can withdraw money without having to give us notice;
 - **"Payment Initiation Service Provider"** means a third party that you allow to instruct us to make payments from your Account on your behalf;
 - **"PIN"** means Personal Identification Number;
 - **"Post Office®"** means Post Office Limited, a company registered in England with number 2154540 and whose registered office is at Finsbury Dials, 20 Finsbury Street, EC2Y 9AQ;
 - **"Post Office® Outlets"** means the network of (i) directly operated post offices; (ii) counters within agency post offices designated for Post Office® business; and (iii) any other counter facilities from time to time operated by or on behalf of Post Office® in the United Kingdom at which the relevant services set out in this Agreement are being provided (subject at all times to Post Office®'s agreement to continue to provide these services at the specified locations, which it may withdraw at any time);
 - **"PSRs"** means the Payment Services Regulations 2017, as amended or re-enacted from time to time;
 - **"Restricted Countries List"** has the meaning given to it in condition 4.10;
 - **"Restricted Country"** means those countries included on the Restricted Countries List from time to time;
 - **"Security Equipment"** means any security equipment provided by us or our authorised representatives to you from time to time in connection with the Agreement including any log-on card, card reader and/or other device enabling you to access or receive the Services;
 - **"Security Information"** means any security details, including any PIN, Card PIN, customer number, password, passcode or other security details relating to any of your Accounts and/or the Services from time to time;
 - **"SEPA"** means the Single Euro Payments Area in which domestic and cross-border euro payments can be made and received under the same conditions, and with the same rights and obligations;
 - **"SEPA Direct Debit Payment"** means a payment made through the SEPA Core Direct Debit Scheme described in condition 5.11. References to SEPA Direct Debit payments in this condition are without prejudice to references to, and descriptions of, Direct Debits and SEPA payments used elsewhere in these Terms and Conditions;
 - **"Services"** means the business banking services including any Additional Services provided by us to you;
- "Service Documentation"** means the service documentation applicable to the services provided by Post Office® which we may provide you with a copy of (as updated from time to time) and/or as detailed on our website at www.handelsbanken.co.uk;

- **"Tariff of Charges"** means the price tariff document we provide to you when you wish to open an Account or apply for a particular Service, detailing the interest rate and the charges applicable to your Account at that time. Where we change any interest rate or charge under the Agreement, we will send you or make available to you an updated Tariff of Charges;
- **"Terms and Conditions"** means these terms and conditions forming part of the Agreement;
- **"Unauthorised Transaction"** means an electronic payment (including a SEPA Direct Debit Payment described in condition 5.11) which has not been authorised by you (or by any person authorised by you to transact on the Account) in accordance with the Agreement; and
- **"Working Day"** means any day other than a Saturday, Sunday or a bank holiday in England and Wales.

1.6 Interpretation used in these Terms and Conditions: In these Terms and Conditions unless otherwise stated:

- references to the Agreement or any other document are to the Agreement or that document as in force for the time being and as amended from time to time in accordance with the Agreement;
- words importing a gender include every gender and the neuter, references to the singular include the plural and vice versa and words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa;
- words and phrases such as "other", "includes", "including", "for example" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible;
- the headings are for convenience only and do not affect its interpretation; and
- references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day.

Part B - Your Account

2. Information about your Account and our Services

2.1 Your Account and our Services: When you apply to open an Account with us we will provide you with written materials containing information about the key features of your Account including a description of the Services on your Account, details of our Tariff of Charges and applicable interest rates. Upon request, we will also provide you with written materials

containing information about the key features of our other main services and products.

- 2.2 More information:** If you need information about your Account or our other services or products, or an explanation of the Agreement or any Services, please call Customer Support or contact any of our Branches. Services available through Customer Support are subject to Part G of these Terms and Conditions. You can also get further information about our services and products on our internet website at www.handelsbanken.co.uk.
- 2.3 Identification:** When you first apply to open an Account with us, we will tell you what identification we need from you to prove your identity. This is important for your security and is required by law. You must tell us of any variations to this information.
- 2.4 Copy of the Agreement:** You can request that we send you a copy of the current version of the Terms and Conditions, any Additional Service Conditions or other additional terms which apply to any of your Accounts or Services at any time.

3. Account opening

- 3.1 Age restriction:** Any person opening an Account on your behalf must be at least 18 years old.
- 3.2 Account Opening Mandate and Account Services:** So that we can pay cheques and other items from your Account(s) and act on any other instructions from you, you and any other persons who will sign on the Account must sign an Account Opening Mandate. We will not open an Account, or continue to operate an Account, or add a signatory or beneficiary or an additional Account holder to your Account if doing so would mean that we would violate any applicable law or regulation.
- 3.3 References:** We reserve the right to require evidence of financial standing, the provision of references and the completion of additional mandates and Application Documentation from time to time.

4. Instructions

- 4.1 Giving us instructions:** You can give us instructions in writing, by facsimile message or (subject to the relevant Additional Service Conditions) using our Corporate Internet Services, or through a Payment Initiation Service Provider with the required authorisation in the UK, unless we tell you that instructions can only be given in a particular way for a specific Account or Service or unless we agree to allow you to give us instructions using another method. An instruction in writing means an instruction on a document bearing your original signature(s).
- 4.2 Instructions via facsimile message:** Instructions by this method are subject to our prior approval. You agree that we will not be able to accept your instructions by facsimile message unless you adopt our security procedures. As part of our security procedures we will issue you with such Security Equipment as we may determine from time to time that will generate a message authorisation code to authenticate each payment instruction that you may

give, together with the Operating Guide for the Security Equipment. On receipt of the Security Equipment, you shall set the Security Information that must be entered before a message authorisation code can be generated. It is your responsibility to comply with the Operating Guides and, in particular, to keep the Security Equipment and Security Information safe and ensure that they are used only by your authorised staff. We may change the required security procedures at any time and will tell you of any new procedures that apply to you. We may act on any instructions received by us through a facsimile message as your valid instructions if we are satisfied that the message authorisation code, Security Equipment number and user number contained in the message are appropriate for the size and type of payment and identify you in accordance with the Operating Guides for the Security Equipment, even if those instructions were not actually given by you.

4.3 Evidence of facsimile instructions and indemnity:

You agree that you shall accept a copy of any facsimile message received by us pursuant to condition 4.2, certified by an authorised signatory of Handelsbanken plc as conclusive evidence that we were authorised to act on it and you agree that you shall reimburse to us on demand and keep us fully indemnified against all Losses in relation to any such message which we suffer or incur as a result of your acts or omissions.

4.4 Consent to instructions:

Subject to condition 5.6:

- By signing a written instruction you will be deemed to have consented to that instruction.
- Where you give us an instruction using our Corporate Internet Services, you will be deemed to have consented to that instruction by passing our security procedures before giving us the instruction.
- Where you give us an instruction using a card, you will be deemed to have consented to that instruction by entering the Security Information to authorise the transaction, by authorising a transaction at a point of sale by signing a sales voucher, by waving or swiping the card over a contactless reader, by requesting a cash advance using a card at any bank or other counter or, where the transaction is executed at a distance, for example over the telephone or internet by providing the requested security details to the merchant. You may also need to complete additional identification requirements when using a card to purchase goods or services online.
- Where the transaction is recurring - such as in the case of a standing order or Direct Debit - you will be deemed to have consented to each transaction at the time you set up the standing order or Direct Debit.
- Where you give us an instruction through a Payment Initiation Service Provider, you will be deemed to have consented to that instruction by following procedures required by the Payment Initiation Service Provider to confirm the payment instruction.

- #### 4.5 Limits to transactions:
- In order to manage our business prudently, we may (acting reasonably), from time to time without advance notice, set limits on (1) the type of transactions that you can enter into and/or (2) the number of transactions that you can enter into over any period and/ or (3) the amount of any or all transactions that you can enter into over any period. Where we have set limits we may also change the limits applied from time to time without advance notice.

The limits we set may apply to entering transactions using any one or more of a card, a payment system, an electronic funds transfer system that can be accessed by using our Corporate Internet Services (including Bacs, CHAPS, SWIFT and Faster Payments) or by using any other medium.

These limits may also apply to entering transactions using any other means of payment or means for the giving of payment instructions. We may also set limits on transaction instructions you give us via facsimile message. We will tell you if your transaction exceeds any of these limits.

To manage our risk, we also apply internal controls, including limits, to certain types of payments and limits may also be set by third party payment schemes. We change these as necessary but, for security purposes, we don't always disclose them.

- #### 4.6 Time of receipt of instructions:
- We will be deemed to receive your instructions as follows:

- instructions given on paper: when we physically receive your instructions;
- instructions sent through our Corporate Internet Services: at the time we receive instruction from you or your authorised user; and
- recurring instructions (such as standing orders and Direct Debits): we will be deemed to receive each instruction on the Working Day on which the recurring payment is to be made.

- #### 4.7 Cut-off times for instructions:
- Subject to our rights to refuse to act on an instruction under condition 4.10, if we receive an instruction or credit for your Account before the relevant cut-off time on any Working Day, we will process the instruction or credit on that Working Day or on the date you specify in your instructions. Any instruction received after the cut-off time on a Working Day or received on a non-Working Day will be processed on the next Working Day, subject to our rights referred to above in this condition.

Subject to any systems maintenance, instructions or credits received via Faster Payments will usually be processed on the day we receive them (including Saturdays, Sundays and public holidays), unless we receive your instruction or credit after the relevant cut-off time.

Our cut-off times for instructions to make international payments out of your Account are available on our website at www.handelsbanken.co.uk/CBcutofftimes. These are also available from our Branches. For payments made in a different currency to your Account, the earlier cut-off time between the Account

currency and the payment currency will apply, unless we tell you otherwise.

Our cut-off times for instructions to make sterling payments out of your Account are available on our website at www.handelsbanken.co.uk/CBcutofftimes. All cut-off times are UK times.

Availability times for services offered through Post Office® will depend on the operating hours of the Post Office® Outlet(s) you use. Post Office® Outlets may close at different times.

Please check the availability times with the Post Office® Outlet(s) that you wish to use.

Different cut-off times may apply to payments that we are required to process for you in connection with the Bacs Account Switching Service.

4.8 Changes to cut-off times: We may change cut-off times by giving you at least 2 months' notice except that we may change any cut-off times at any time in order to comply with changes in law and regulation or to reflect any mandatory changes made by any of our payment system operators. We may (subject to any legal or regulatory requirements to communicate with you in a particular way) give you notice of any changes to cut-off times by post, email, on our website (which we will give you notice in respect of) or (if you use our Corporate Internet Services) in accordance with our Additional Service Conditions for our Corporate Internet Services.

4.9 Cancellation of your instruction: We cannot cancel your instructions if we have acted upon those instructions. If we are asked to cancel an instruction we may charge you for this. The charge is set out in our Tariff of Charges. You can request, by giving us instructions in accordance with condition 4.1 above, that we stop or cancel a payment if:

- the amount has not already been deducted from your Account;
- we have not informed the person to whom it is payable or their bank that it will be paid;
- it is a standing order or Direct Debit and you request that we stop either a single payment by giving us instructions prior to the close of business on the Working Day before the payment due date or you can cancel your standing order or Direct Debit mandate in full by writing to us and providing us with details of the recipient, amount and frequency; and
- it is not a cash or card payment.
If you want to cancel a Direct Debit you should also tell the recipient that collects the payment that you have cancelled it.

You cannot cancel an instruction that we have received from a Payment Initiation Service Provider.

4.10 Refusing to act on your instruction: We have the right to refuse to act on your instruction, if:

- we have reason to believe that it is not you or a person authorised to give instructions on your behalf who is giving us the instruction;
- you fail to pass our security processes;
- we are concerned about the security of your Account;
- we suspect that your Account is being used in an unauthorised or fraudulent manner;
- the instruction given is not easily understandable;
- the instruction conflicts with another instruction;
- the instruction is contrary to the Agreement, you are in breach of the Agreement or you would be in breach of the Agreement if we acted on your instruction;
- the amount of the transaction exceeds any limit we, or a third party payment scheme, have set;
- you ask us to send a payment to a bank or financial institution that is unable to receive that type of payment;
- the payee's account, the bank of the payee or any correspondent bank is located in a Restricted Country included on our Restricted Countries List. Our "Restricted Countries List" is the list of countries available on our website (as amended from time to time);
- we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could include, by way of example, scenarios where: (i) you have failed to provide any additional information (including identification documents) which we have reasonably requested from you; (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the instruction relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities;
- we perceive there to be a significant risk that you are unable to pay amounts outstanding to us; or
- if for any other reason we think there is a risk that we would violate any duty or applicable law or regulation if we act on that instruction.
- if we refuse to act on your instructions we will, subject to applicable legislation, do our best to inform you about this as soon as possible, giving our reasons for refusing to act on your instruction. We will contact you either in writing, by telephone or by e-mail (where you have agreed that we can contact you by e-mail). We will tell you our reason for refusing and how to rectify any factual errors that led to us refusing your instruction. We do not have to inform you however if doing so would mean we would violate any applicable law or regulation.

We may treat an instruction as relating to a Restricted Country where, for example and including without limitation, the payee is located in or has links to a Restricted Country (or any person or entity connected to a payee is located in or has links to a Restricted Country), or we reasonably suspect that the instruction is likely to be part of a series of payments involving the crediting of an account held in a Restricted Country.

While we are checking that none of the reasons above apply, there may be a delay in us acting on your instruction (even if after completing the checks, no such reasons apply).

We may make changes to the Restricted Countries List at our sole discretion, including, without limitation, where payments relating to a Restricted Country would be unlawful (for example, where there are legal sanctions and restrictions in place), we have reasonable grounds to suspect that a Restricted Country does not meet our expectations in relation to financial crime prevention, anti-money laundering and/or anti-bribery requirements, and/or where we have commercial reasons to restrict payments relating to any Restricted Country.

If you have any questions about a particular country at any time, you can contact your branch or contact Customer Support to obtain details of the Restricted Countries at that time.

We may also prevent an Account Information Service Provider or a Payment Initiation Service Provider from accessing your Account if we think their request may be unauthorised or fraudulent. If we can identify them, we will let you know as soon as possible either in writing, by telephone or by e-mail (where you have agreed that we can contact you by e-mail) unless the law prevents us from doing so or we believe it would compromise our security measures.

5. Operation of your Account

5.1 Payments into your Account: You can make deposits into your Account by cheque, standing order, Direct Debit, Bacs, Faster Payments, CHAPS or SWIFT electronic transfer, or by such other method as we may permit from time to time. You can deposit UK sterling cheques (and certain cheques payable in another currency) into your Account over the counter at any of our Branches or at the counter of certain other banks that we operate an arrangement with. You can also deposit cheques into your Account by post by sending them to any of our Branches, to our registered office, or to the postal address or addresses that we make available to you from time to time for cheque processing. Cheques will only be accepted if they are accompanied by a properly completed pre-printed bank giro credit slip. Cheques or other items must be payable as follows:

- sole trader: to you or your trading name;
- partnership: to any or all partners or your trading name;
- trustees or personal representatives: to the beneficiary, the trust or to the trustees or personal representatives named on the Account;

- incorporated body: to it or its trading name; and
- association, club, society, other incorporated body: to its own name.

Cash: We do not accept cash for deposit at any of our Branches. You must not send cash to us by post. You may deposit cash at the offices of certain other banks that we operate an arrangement with or with Post Office® at Post Office® Outlets. You may wish to deposit cash, cheques and other items at other banks that provide this service. Those banks may impose charges for use of this service.

Where you pay cash in through another bank (including banks that we operate an arrangement with), we will only credit it to the Account once we receive it from that bank. Where you pay cash into your Account at a Post Office® Outlet using your Business Debit Card and PIN, we will credit it to the Account on the next Working Day after you make the deposit. Where you pay cash into your Account at a Post Office® Outlet using your barcoded paying-in book, we will credit it to the Account two Working Days after you make the deposit. The balance shown on your Account may sometimes include cheques and other items deposited into your Account which have not yet cleared. We may refuse to allow you to make withdrawals against a cheque or other item until it has cleared. If any cheque or other item is returned to us unpaid the organisation that the cheque was drawn on will normally explain the reason for non-payment. We will then deduct the amount from your Account (even if we allowed you to make a withdrawal against it), and this may result in an unarranged overdraft. We will tell you when this has happened. Where the cheque is drawn in sterling on a UK bank or building society, we will only do these things in accordance with condition 5.4.

Refusing to accept payments into your Account:

We have the right to refuse to accept payments into your Account if:

- the payer's account, the bank of the payer or any correspondent bank is located in a Restricted Country; or
- we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could include, by way of example, scenarios where: (i) you have failed to provide any additional information (including identification documents) which we have reasonably requested from you; (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the payment relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities.

We may treat a payment as relating to a Restricted Country where, for example and including without limitation, the payer is located in or has links to a Restricted Country (or any person or entity connected to a payer is located in or has links to a Restricted Country), or we reasonably suspect that the payment is likely to be part of a series of payments involving an account held in a Restricted Country.

While we are checking that none of the reasons above apply, there may be a delay in us accepting payments into your Account (even if after completing the checks, no such reasons apply).

We may make changes to the Restricted Countries List in accordance with condition 4.10 of this Agreement. If you have any questions about a particular country at any time, you can contact your branch or contact Customer Support to obtain details of the Restricted Countries at that time.

Deposit limits: Without prejudice to our right to set limits on transactions under condition 4.5, we may at any time apply a maximum limit to the amount of money (in any currency) that can be held in an Account. Any maximum limit shall not be less than £1,000,000 (one million pounds sterling) or currency equivalent (converted using our current exchange rate), excluding any credit interest. We will inform you of any maximum limit when you open the Account or we may inform you at any time after the Account is opened. If we inform you after the Account is opened, you will be required to withdraw money in excess of the maximum limit. We may offer you an alternative product for the withdrawn money. This change will be made in accordance with the provisions of the Agreement.

5.2 Withdrawals from your Account: We will make withdrawals from your Account if you have authorised such withdrawal and if your Account is in credit or the amounts are covered by an overdraft which we have agreed with you. However, from time to time we may allow a withdrawal to be made that may cause you to go overdrawn or over any overdraft limit we have agreed. This may result in an unarranged overdraft. Withdrawals from your Account may include withdrawals by cash, card, cheque, standing order, Direct Debit, Bacs, CHAPS, SEPA or SWIFT electronic transfer, or by such other method as we may permit from time to time.

Direct Debits, Standing Orders and other future-dated payments - Retry process: We will operate a retry process for certain withdrawals in pounds sterling from your current Account. If we are unable to process a Direct Debit, standing order or other future-dated payment (excluding Bacs payments) because there are insufficient funds in your Account, you will have until 14:00 (UK time) on the same Working Day to make a deposit into your Account to cover such a payment. You can make this deposit through our Corporate Internet Services or by making a Faster Payment. If this deposit is received by us before 14:00 on the same Working Day, we will try to process the missed payment again. Your Branch may contact you by telephone to let you know that you need to make a deposit into your Account for us to retry a missed payment. This retry process is without prejudice to our right to set transaction limits described in condition 4.5 or our right to allow a withdrawal to be made from time to time that may cause you to go overdrawn or over any overdraft limit we have agreed described above in this condition 5.2.

Cash: You may not withdraw cash over the counter at any of our Branches. You may withdraw cash from your Account over the counter with Post Office® (acting as our agent) at Post Office® Outlets using your Business Debit Card and PIN. You may be able to cash cheques by arrangement at other banks that provide this service. Those banks may impose a charge for the use of this service.

Using Post Office® services: We have appointed Post Office® to perform certain services on our behalf. Post Office® will not be responsible to you for any of our acts, omissions, defaults and negligence in relation to the operation of your Account. You can access Post Office® services in accordance with the Service Documentation, and you must ensure you comply and use Post Office® services in accordance with both the Service Documentation and this Agreement. If you wish to use any Post Office® services with your Business Debit Card, you will need to check details of how to gain access to such services in the Service Documentation.

Payments made into your Account in error: If a payment is made into any of your Accounts in error (for example, by us, by another bank or by a customer of another bank) and we reasonably believe that you are not entitled to these funds, we may deduct up to the mistaken payment amount from your Account and return it. We do not always have to ask you to agree to this before we deduct up to the mistaken payment, but we will let you know about the mistaken payment as soon as we can unless (i) we are prohibited from doing so by any applicable law or regulation; or (ii) we have reasonable security concerns. We may deduct any mistaken payment even if you have made any payments or withdrawals from the amount credited to your Account in error. If this leads to an unarranged overdraft on your Account, the provisions of condition 7.5 may apply.

Where we are unable to recover the mistaken payment that has been paid into your Account, we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, including providing the payer's bank with all relevant information that we have for the collection of funds (which may include information about you, such as your personal details).

Payments under any applicable law or regulation: If we are contacted by a tax authority (such as HMRC), any other government agency in relation to a personal/individual tax debt that you (or any one of you) owe to such authority or agency, or we are obliged under any applicable law or regulation, we may provide the relevant body with information about your Accounts. If required to do so, we may set aside money from any eligible sterling-denominated Accounts and use this to pay the amount owed to this authority or agency. We may also make any deductions from your Accounts to the extent that we are required to do so under any applicable law or regulation.

5.3 Payment information: The payment information you must provide in order for a payment into or out of your Account to be made correctly is as follows:

- Bacs, standing orders and Direct Debits: the sort code, account number and name of the account to which payment is to be made. If you are making a payment to a building society account, you must also give us the reference number for the payee's account.
- CHAPS and Faster Payments: the sort code, account number and name of the account to which payment is to be made.
- SWIFT (any currency) and SEPA euro payments: the sort code, International Bank Account Number (IBAN) (where this is available - if there is no IBAN, please provide the account number) and name of the account to which payment is to be made, as well as the Bank Identifier Code (BIC) of the bank receiving the payment.
- inter-account transfer (from one Handelsbanken plc account to another or from a Handelsbanken account to a Svenska Handelsbanken AB (publ) account): the account number and name of the account to which payment is to be made. If the payment is being made to or from an account held in another country, you must also provide the Bank Identifier Code (BIC).

5.4 When payments will be made: payments out of your Account will be processed as follows:

- SEPA euro payments: up to one Working Day after the payment was initiated.
- standing orders Direct Debits and future dated Bacs payments: on the day you have agreed that the payment is to be made, or (if this is not a Working Day) on the next Working Day.
- CHAPS: on the Working Day the payment was initiated.
- Faster Payments: within a few hours of the payment being initiated.
- SWIFT (sterling and euro sent within the UK or from the UK to the EEA): up to one Working Day after the payment was initiated. SWIFT or other electronic transfer (other currencies, and sterling and euro sent outside the UK (other than to the EEA)): this will depend on the currency, where the payment originates from or is being sent to, and the bank making or receiving the payment. Where you instruct us to transfer funds in a currency other than sterling or euro, or instruct us to transfer sterling or euro outside the UK (other than to the EEA), you can call us to find out how long the payment will take to be transferred to the payee's account.

- inter-account transfers (from one Svenska Handelsbanken AB (publ) account to another):

promptly and in any case within one Working Day of the payment being initiated, with the exact timing depending on the currency, where the payment originates from or is being sent to, and the payment method used. You can call us to find out how long the specific payment will take.

In the case of electronic payments, the timing of the payment will depend on the cut-off time of the bank making the payment which are set out on our website.

Payments by cheque

We process all sterling cheques drawn on a UK bank or building society using the image cheque clearing cycle.

This includes cheques that are: (i) paid in at a branch; (ii) paid in at a bank that we operate an arrangement with; (iii) posted to a branch; (iv) posted to our registered office in the UK; or (v) posted to the address or addresses that we make available to you from time to time in respect of our postal cheque service.

The cheque clearing cycle works as set out in the table below:

	Working day	Example
Day the cheque is paid in*	T	Monday
Day the credit appears in your Account**	T+1	Tuesday
Day the amount of the cheque will start earning interest (or reduce the interest you pay)	T+1	Tuesday
Day the amount of the cheque will become available for withdrawal***	T+1	Tuesday
Last day the cheque can be returned unpaid****	T+1	Tuesday

* When you pay in a cheque at one of our Branches or at a bank that we operate an arrangement with, depending on what time you pay it in, a cut-off time may apply. If you pay in a cheque after the cut-off time or on a day which is not a Working Day, the cheque may be paid in the next Working Day. You can ask any Branch about our cut-off times or the cut-off times of any bank that we operate an arrangement with. Where we receive a cheque by post, depending on what time we receive it in the post, the cheque will be deemed paid in on the same Working Day or the next Working Day.

** Where you use our postal cheque service and posted a cheque to us using the address or addresses that we make available to you from time to time, the credit will appear in your account on T (Monday). For all other cheques, the timescale for crediting your account in the table above will apply (T+1 – Tuesday).

*** Where you use our postal cheque service and posted a cheque to us using the address or addresses that we make available to you from time to time, the day the amount of the cheque will become available for withdrawal is T+2 (Wednesday). For all other cheques, the timescale for withdrawing the funds in the table above will apply (T+1 – Tuesday).

**** If a cheque paid into your Account is returned unpaid we will let you know and deduct the value of the cheque from your Account. After T+1 the cheque cannot be reclaimed without your consent (unless you are a knowing party to fraud). See condition 5.1 for more information on unpaid cheques.

Foreign cheques: the length of time the cheque takes to clear will depend on the currency and the bank on which the cheque is drawn. Where you pay a foreign cheque into your Account you can call us to find out how long the payment will take to clear into your Account.

5.5 Taking care of your Account: In order to prevent fraudulent use of your cheques, Security Information, Security Equipment and personal information that may be used to identify you, you must ensure that you:

- do not allow anyone else to use any of your Security Information or Security Equipment except Payment Initiation Service Providers or Account Information Service Providers with the required authorisation or registration in the UK (where such third parties require such information or equipment to deliver their services);
 - always take reasonable steps to keep your Security Information, Security Equipment and relevant personal information secret at all times (and do not disclose details of the security procedures for any of our Additional Services to anyone) except to Payment Initiation Service Providers or Account Information Service Providers with the required authorisation or registration in the UK (where such third parties require such information or equipment to deliver their services);
 - never write down or record any Security Information or relevant personal information without disguising it;
 - promptly destroy any written notification of your Security Information upon receipt;
 - avoid numbers and passwords which may be easy to guess such as birthdays and telephone numbers;
 - check carefully your records of transactions and statements of account; and
- follow any reasonable instructions we give you about security procedures in relation to your Account(s) or the use of our Services.

5.6 Your liability for Unauthorised Transactions: You must tell us immediately if you think an unauthorised person knows any of your Security Information or if you think that transactions have been or may be carried out without your authority or if your cheque book or any Security Equipment is lost or stolen. Please call Customer Support or contact any of our Branches. You must quote your Account number when you notify us by telephone. We may ask you to confirm the position in writing. Your Security Information must not be used after we receive your initial notification. If your cheque book or Security Equipment is found after you have notified us that it has been lost, stolen or that you suspect it may be misused then you must not use it. Once you have notified us you will not be liable for any Unauthorised Transactions carried out further to the notification, unless you have acted fraudulently. Until you notify us, your liability for Unauthorised Transactions will be limited to £35 per instance of loss or theft, unless you have (a) acted fraudulently, or (b) with intent or with

gross negligence failed to comply with any of the security obligations set out in the Agreement (including your obligations under conditions 5.5 and 27). Your failure to comply with any of the provisions of the Agreement including a failure to comply with your security obligations, may be taken as an indication of your gross negligence. Except where you have acted fraudulently you are not liable for any losses incurred in respect of any Unauthorised Transactions on your Account: (a) before you receive the card or security details relating to your Account; (b) arising after you have notified us under condition 27 or as required under any Additional Service Conditions; (c) where we have failed to provide appropriate means for you to notify us; (d) in some circumstances, where the transaction relates to payment for goods or services on line or at a distance (e.g. on the telephone); (e) we haven't checked that it was you who authorised the payment in the way we are legally required to do so; or (f) in any other circumstances where law or regulation says you are not liable.

Where we are liable for any Unauthorised Transaction, we will credit your Account with any money lost up to the amount of the transaction, and any related interest and charges which you have incurred. We will also pay you any interest you have missed out on (dating back to the date the payment was taken from your Account). We will have no further liability to you. If you have allowed someone else to have access to the Services or to use any of your Security Information or Security Equipment, or another person has obtained access to any of your Security Information or Security Equipment with your consent, you will be liable for all transactions entered into by such persons until you notify us that there has been a security breach, save that you may share your Security Information with an Account Information Service Provider or Payment Initiation Service Provider with the required authorisation or registration in the UK (where such third party requires such details to provide account information services or payment initiation services to you).

5.7 Additional information: You must give us any information you may have in connection with the loss, theft or misuse of any of your Security Information, any Security Equipment or any unauthorised use of any of our Services. We may, at our sole discretion, and without further reference to you, give the police any information which we reasonably believe to be relevant about the loss, theft or misuse of any Security Information, Security Equipment or any unauthorised use of the Services.

5.8 Refunds: We will refund a payment taken in the EEA or the UK if you did not know the exact amount of the payment when you authorised it and it was more than you could reasonably have expected. We will also refund any interest you have paid and pay any interest you have missed out on (dating back to the date the payment was taken from your Account). You must ask for the refund within eight weeks of the payment and provide us with all the information we need to consider your request. We will not provide a refund if you told us to make that payment and, if applicable, you were given information about the payment four weeks or more before the payment was due.

5.9 Payments to accounts switched under the Current Account Switch Service: If you request us to make a payment to an account of a beneficiary that has been switched using the Bacs Current Account Switch Service described in condition 13.4, then such payment will be forwarded to the relevant new account (i.e. the account opened at the financial institution that the beneficiary's account has been switched to). If the payment was a standing order, then we will update the standing order and notify you that future payments will be sent to the relevant new account. If the payment was not a standing order, we will contact you and ask you to amend your records to reflect the details of the relevant new account. If you do not update your records, we may amend the beneficiary details on any future payments from you to the beneficiary and notify you accordingly.

5.10 Inability to receive payments: If you ask us to send a payment to a bank or financial institution that is unable to receive that type of payment (for example, because of the payment system or electronic funds transfer system we use to make it), we will inform you of alternative ways to make that payment.

5.11 SEPA Direct Debit Payments: We are a participating bank in the SEPA Core Direct Debit Scheme. This scheme enables customers to make domestic and cross-border Direct Debit payments in euros throughout SEPA. You can make SEPA Direct Debit Payments through any euro-denominated current Account that you hold with us. If you wish to make a SEPA Direct Debit Payment, you will need to complete and sign a written or electronic mandate provided to you by the beneficiary of the payment. This mandate will authorise the beneficiary to collect SEPA Direct Debit Payments from your Account with us on a specific date. By signing and completing this mandate and returning it to the beneficiary, you will be deemed to have consented to us making the payments detailed in your mandate. This consent will remain effective until the mandate is cancelled, even if you have instructed us to stop one or more payments under such mandate. The beneficiary will store the mandate for as long as it exists and, after cancellation, for as long as you will be able to claim a refund for an unauthorised payment. If you have any questions about the content of a signed and completed mandate, you will need to contact the beneficiary.

Notification and payment: The beneficiary will notify you of the amount and due date of a SEPA Direct Debit Payment at least 14 days before the payment is made. If the amount of a recurring payment does not vary, you will only be notified once before the first payment is made. If the amount of a recurring payment varies, the beneficiary will notify you at least 14 days before each payment is made. The beneficiary's bank will contact us to arrange for payment, and we will debit your Account on the due date agreed by you and the beneficiary in your mandate. The beneficiary will receive the Direct Debit payment on the same day. If the due date is not a Working Day, we will debit your Account (and the beneficiary will receive payment) on the next Working Day as long as this is also an Inter-Bank Business Day. You will need to ensure that there are sufficient funds available in your Account to cover a payment by 09:00 on the due date.

Stopping a SEPA Direct Debit Payment: You can stop an individual payment by contacting us with sufficient details of the payment at any time up to close of business on the Working Day before the due date. We also recommend that you notify the beneficiary that you are stopping this payment.

Cancelling and amending a mandate: If you want to cancel or amend a signed and completed mandate, you will need to contact the beneficiary. A mandate will automatically expire if it is not used for 36 months.

Amending a payment: If you want to (i) block a payment being made to one or more beneficiaries, or from a certain Account; (ii) restrict the payment of any SEPA Direct Debit to one or more beneficiaries; (iii) limit the amount of any payment; and/or (iv) specify the intervals between any payments, you will need to contact us at any time up to close of business on the Working Day before the due date and we will make these changes for you. You can subsequently change any blocks, restrictions and limitations that you have requested by contacting us. You can contact us by speaking to your Branch, writing to us, or in accordance with our Additional Service Conditions for our Corporate Internet Services (if these are applicable to the Agreement).

Refund of Direct Debit payments: Refunds of SEPA Direct Debit Payments under the SEPA Core Direct Debit Scheme are without prejudice to refunds under the Direct Debit Scheme described in condition 12.1.

Refund of authorised SEPA Direct Debit Payments: You are entitled to a refund of a SEPA Direct Debit Payment that you have authorised if you request one from us within 8 weeks of the date that the payment was made from your Account. In these circumstances, we will refund the full amount of the payment on a no-questions-asked basis. We will make this refund as soon as possible, and at the latest, within 2 Inter-Bank Business Days of your request.

Refund of unauthorised SEPA Direct Debit Payments: You are entitled to a refund of a SEPA Direct Debit Payment that you haven't authorised if you request one from us within 13 months of the date that the payment was made from your Account. If you make this request within 8 weeks of the payment date, we will refund the full amount of the payment on a no-questions-asked basis as soon as possible, and at the latest, within 2 Inter-Bank Business Days of your request. If you make this request after the 8-week period but within 13 months of the payment date, we will investigate the payment and inform you if you are entitled to a refund. If you are entitled to a refund, we will refund the full amount of the payment as soon as possible after we have verified that this is an unauthorised payment, and at the latest, within 30 calendar days and 4 Inter-Bank Business Days of your request. If you are not entitled to a refund, we will explain why (if we are legally permitted to do so) and give you details of how you can appeal this payment.

Any refund that we make for an authorised or unauthorised payment will not affect the terms of the mandate that you have with the relevant beneficiary.

5.12 Sometimes an organisation will ask us to block a certain amount of money on your Account to make sure you've got enough money to pay for something. This is called "earmarking". This usually happens where you don't know the cost at the time you authorise the payment (for example, if you stay in a hotel room or rent a car). Unless you agree to an exact amount being taken from your Account, the organisation won't be able to ask us to block an amount. Any amount we do block will be released without delay as soon as we are aware of the actual cost incurred. At the latest, this will always be straight after the organisation asks us to make the payment.

6. Cheques

6.1 Issuing cheques: When you write cheques you must take care so that your cheques cannot be easily altered by someone else. You should only write cheques in the same currency in which your Account is denominated. You may be liable for cheques which have been altered or signed by someone else if you have failed to notify us in accordance with condition 5.6 above or you have not taken all reasonable precautions to prevent someone from doing this. The maximum number of authorised signatories who may sign any one cheque is two.

6.2 Dates of cheques: We recommend that you do not put future dates on a cheque. If you do so, we may decide whether to pay it or return it. We will not be responsible to you for any Losses you suffer as a result of us deducting the amount of a cheque from your Account before the date on the cheque.

6.3 Stopping cheques: Upon your request, we will stop one of your cheques as long as you have given us the following details of the cheque:

- the Account number;
- the payee;
- the date;
- the cheque number; and
- the amount of the cheque, and the amount of the cheque has not yet been deducted from your Account. You will need to provide us with these details before the cheque is presented to us for payment. We may make a charge for stopping the cheque. The charge is set out in our Tariff of Charges.

6.4 Cheques more than 6 months old: If we receive a cheque for payment which is more than six months old we may decide whether to pay it or not.

6.5 Restriction of use: We may at any time restrict or cancel your right to use cheques on your Account(s) for any of the following reasons:

- we are concerned about the security of your Account;
- we suspect that your Account is being used in an unauthorised or fraudulent manner; or

- if we perceive there to be a significant risk that you are unable to pay amounts outstanding to us.

If we restrict or cancel your rights to use cheques on your Account, we will, subject to applicable legislation, inform you of our reasons for such restriction or cancellation either orally or in writing.

7. Overdrafts

7.1 General obligation to keep your Account in credit: You must keep your Account in credit, unless we agree an overdraft with you.

7.2 Application for overdraft: Please contact us to arrange an overdraft. We will tell you what information we require before we can arrange an overdraft. If we decide to give you an overdraft on your Account, we will tell you the limit of such overdraft and confirm the terms of your overdraft in writing, including the applicable interest rate.

7.3 Credit reference agency searches: We may make credit reference agency searches and other enquiries in respect of any individuals who own your business, the directors, officers, shareholders and any other persons responsible for operating your business, as applicable, before we grant you an overdraft or extend your overdraft limit.

7.4 Changes to overdraft limit: As well as any changes provided under the agreement for your overdraft, we can change the limit of your overdraft at any time by giving you notice. Unless we have serious grounds for doing so, we will normally give you at least 30 days' notice before we reduce an agreed overdraft limit.

7.5 Unarranged overdraft: If you overdraw your Account without having an agreed overdraft, or exceed the limit of an agreed overdraft, we will treat the amount overdrawn or the excess as an unarranged overdraft. You must make an immediate deposit into your Account to repay any unarranged overdraft. We may charge our unarranged overdraft interest rate, details of which you can obtain from any of our Branches and which may change from time to time, on the amount of the unarranged overdraft until it has been repaid or we have agreed an overdraft or a new overdraft limit with you. If you go into an unarranged overdraft, we will contact you to discuss how you can best administer your Account with us. We may also charge you a fee for having an unarranged overdraft. The charge is set out in our Tariff of Charges.

7.6 Repayment of overdraft: We may require you to make an immediate deposit to repay any overdraft and any other amounts you owe us at any time, unless we have specifically agreed other arrangements with you. Unless we have serious grounds for doing so, we will normally give you at least 30 days' notice before you have to repay us an agreed overdraft. If you request a current account switch on a sterling current Account pursuant to condition 13.4 any overdrawn balance outstanding on that Account will become immediately due and payable on the switch date.

7.7 Right to transfer money to pay off overdraft: We have the right to pay off or reduce an overdrawn balance on any of your Accounts (including a switched current Account) in accordance with our right of "set-off." Details of this are explained in condition 13.13.

8. Interest and charges

8.1 Interest on your Account: We will normally work out interest on a daily basis on the amount of the balance on each Account at the end of each day and it will be applied to the Account monthly, unless otherwise agreed. Our interest rates vary depending on the Account. The interest rate(s) applicable to your Account(s) are set out in our Tariff of Charges and are also available from any of our Branches.

8.2 Possibility of negative interest rates on foreign currency Accounts: In relation to Accounts denominated in a currency other than sterling which are not Notice Deposit Accounts, the interest rate applicable to credit balances may vary in accordance with conditions 8.1 and 8.6 and may become negative. If a negative interest rate applies to your Account, this will mean that instead of you receiving interest on credit balances we will debit interest payments from your Account in respect of your credit balances.

8.3 Our charges: We may charge you fees for the products and services (including the Services) which we provide you, (including in relation to any one or more of the Accounts). Our charges are set out in our Tariff of Charges.

8.4 Paying interest, charges and taxes: We will pay interest or, if applicable, charge interest, fees and any other charges by crediting or debiting your Account.

Where you have a non-sterling Account with us, you must also hold a Handelsbanken sterling Account. We may debit all charges that you incur on your non-sterling Account (in sterling) from any sterling Account that you hold with us. If you no longer hold a sterling Account with us, we have the right to:

- close your non-sterling Account in accordance with condition 13.8; and
- require payment of any charges incurred on your non-sterling Account (in sterling) immediately.

We may at our discretion: (i) allow you to accumulate charges on your Account to be paid at least once a month as required by us; and/or (ii) deduct any charges at the time the service was provided if we told you about the charge in our Tariff of Charges or at the time the service was provided.

We will usually give you notice before deducting charges from your Account. We will not provide notice where we deduct charges at the time of the service and we told you about the charge in our Tariff of Charges or at the time the service was provided.

If deducting charges or interest from your Account places you in an unarranged overdraft position, the provisions of condition 7.5 will apply. If you request a current Account switch pursuant to condition 13.4, we

will credit any accrued but unpaid interest due to you and/or debit any accrued but unpaid interest due from you immediately prior to effecting the switch on the switch date. If you request a current Account switch pursuant to condition 13.4, we will explain the amount of any fees or charges to be debited from your switched Account in relation to the period up to and including the switch date in the Account closing statement described in condition 13.4. We will retain funds from the credit balance transferred to your new account on the switch date to cover any such amounts, which will normally be debited within 13 Working Days of the switch date.

If we pay interest on an Account, we will not deduct tax from this payment and it will be paid gross to your Account. There may be other taxes associated with the provision of the Services which are not paid for via us or imposed by us.

8.5 Charges due to breach of the Agreement: In the event of you breaching the Agreement, you shall indemnify us in respect of our Losses, incurred by us in enforcing our rights under the Agreement, or which otherwise result from that breach.

8.6 Change of interest rate: The interest rates which apply to your Account(s) may change from time to time.

Payment Accounts: If you are a "consumer", a "micro-enterprise" or a "charity" for the purposes of the PSRs, we will give you at least two months' notice of any change to interest rates on any Payment Account where such change is not favourable to you. During the notice period, you have the right to close your Account at any time and without charge by writing to us. You will be deemed to have exercised that right if, during the notice period, you write to us to tell us that you do not accept the change. If you do not write to us to inform us during the notice period, the change will take effect at the end of the notice period and you will be deemed to have accepted the change. Where a change to an interest rate is favourable to you, the change will take effect immediately and you will have no right to reject the change. In these circumstances, we will inform you within 30 days of the change. For the purposes of the application of these Terms and Conditions, we assume that you are a "consumer", a "micro-enterprise" or a "charity". We will inform you if we consider you not to be a "consumer", a "micro-enterprise" or a "charity" for the purposes of the PSRs, referred to herein as a "Large Business Customer". If we have so informed you, regulation 50 of the PSRs shall not apply and subject to any applicable laws and regulations, we will send you information about any changes to interest rates, whether favourable to you or not, which we pay or charge on your Account within 30 days of such change but changes may take effect immediately.

Notice Deposit Accounts: If we change the interest rate applicable to the Account and the change is to your disadvantage, we will give you at least 35 days' prior notice of such change or such longer period as law or regulation requires us to provide. Otherwise the change will take effect immediately and we will inform you within 30 days of the change.

Fixed Term Deposit Accounts: We will not change the interest rate applicable to the Account during the deposit term.

Changes to debit interest for an agreed overdraft: The agreement for your overdraft will set out how and when changes to your interest rate will take effect.

8.7 Changes to our charges: We will send you information of any changes to our charges that are relevant to your Account(s).

Payment Accounts: If we increase the amount of a day-to-day charge or introduce a new charge we will inform you of the change at least two months before it takes effect. During the notice period, you have the right to close your Account at any time and without charge by writing to us. This does not apply where we change a charge for an ancillary service.

Notice Deposit Accounts: If we increase the amount of a day-to-day charge or introduce a new charge, we will inform you of the change at least 30 days before it takes effect.

During the notice period, you have the right to close your Account immediately and without charge by writing to us. This does not apply where we change a charge for an ancillary service.

Fixed Term Deposit Accounts: We will not increase the amount of a day-to-day charge or introduce a new charge during the deposit term.

8.8 Charges for certain overseas payments: If you make overseas payments to a country within the EEA, the PSRs require that charges for such payments can only be executed on the basis of shared charges. As a result, if you request such a payment to be made with charges to be paid by the beneficiary or all charges to be paid by you then such payment will be processed but with the charges applied on a shared basis as required by the PSRs.

9. Statements

9.1 Statements: Unless we specifically agree otherwise, we will send you monthly statements of each of your Accounts in order to help you manage your Account and to check the correctness of entries made on it. Our statements will show all amounts credited to or deducted from your Account since the previous statement. In respect of Accounts where two or more people are named as Account holders we will send one statement addressed to all of you, unless we specifically agree otherwise. Our standard practice is to send statements in paper form, but if you use our Corporate Internet Services you may be able to access your statements through our Corporate Internet Services in accordance with the applicable Additional Service Conditions (subject to us making this function available to you). You can request that your statements are sent only in paper form or, only in electronic form or in both forms, either by sending an instruction in writing to your Branch or by selecting the relevant option when using our Corporate Internet Services (when possible). If you are a Large Business Customer you may agree that regulations 53 and 54 of the PSRs do not apply to this Agreement by signing

a letter which we will provide to you and we can then change the frequency of transaction information or how we make it available to you.

9.2 Correctness of Account information and statements: You must check your online banking Account information (if our Corporate Internet Services are applicable to the Agreement) and statements of your Account carefully and if you identify an entry which seems to be wrong you must tell us as soon as possible. Please call Customer Support or contact any of our Branches. We will correct any wrong entries made to your Account as soon as practicable and at the latest by the end of the next Working Day after you tell us about them or we notice them, including, where applicable, refunding any interest or charges which would not have been payable but for the incorrect entry or paying any interest you have missed out on. You may not be entitled to any redress in respect of any incorrect entry unless you inform us without undue delay and in any event within 13 months after the debit date. If a payment is made into your Account in error, this will be corrected in accordance with condition 5.2.

10. Responsibility

10.1 Partnership, personal representatives and trustees: In addition to the Account holders being jointly liable, each partner, personal representative or trustee is separately responsible for the Account and for any money owed to us, unless we specifically agree otherwise. We will have the right to require payment in full from all or any of you, even if you have subsequently ceased to be a partner, personal representative or trustee, unless we have agreed otherwise in writing.

10.2 Sole trader: You are personally responsible for any monies you or your business owes to us.

11. Use of information about you

11.1 Please read our Privacy Notice which is in your application pack (if you applied for your Account from 25 May 2018) and is available online at www.handelsbanken.co.uk/privacy which explains the personal information we collect from you and how we use it, together with a summary of your rights under relevant data protection laws. Please contact us using the options set out in our Privacy Notice if you have any questions at all.

12. Refunds and liability

12.1 Direct Debits: We can give you information regarding the Direct Debit Scheme which protects you if a Direct Debit you have not authorised is taken from your Account. If money is wrongly taken from your Account under a Direct Debit we will refund you as soon as you tell us about it.

- 12.2 Liability for Unauthorised Transactions and Incorrectly Executed Transactions:** Subject to condition 5.6 you may be entitled to a refund where a transaction was an Unauthorised Transaction or an Incorrectly Executed Transaction.
- 12.3 Time limit for refunds:** Subject to condition 5.6 in order to be eligible for a refund in relation to an Unauthorised Transaction or an Incorrectly Executed Transaction, you must make your claim without undue delay and in any event within 13 months after the date on which the transaction was (or should have been) debited.
- 12.4 Notification:** You should let us know if you think there is an Unauthorised Transaction or Incorrectly Executed Transaction on your Account, even if a Payment Initiation Service Provider is involved in making the payment.
- 12.5 Incorrect payment information:** If you give us incorrect payment information (such as the wrong sort code or account number) as part of a payment instruction, we will not be liable for any Losses or delay if the payment is not made to the correct account. We will however make reasonable efforts to recover the funds that have been paid following receipt of incorrect details of the recipient due to an error made by you. We may charge you for doing this. The charge is set out in the Tariff of Charges. Where we are unable to get the money back, you can send us a written request and we will provide you with all the relevant information we can in order for you to claim the repayment of funds, unless we are prohibited from doing so by any applicable law or regulation.
- 12.6 Incorrectly Executed Transactions involving payments out of your Account:** If an Incorrectly Executed Transaction has occurred, we will refund the payment as soon as possible after we become aware, so that it is as if the payment was not made. We will also refund any charges and interest you have paid and pay you any interest you have missed out on (dating back to the date the payment was taken from your Account). We will not do this where we can show that the payment was received by the bank you asked us to send the payment to (in which case they will be responsible) or where your payment instruction was incorrect. If you ask us to, we will try to trace the payment immediately and tell you the outcome. We will not charge you for this.
- 12.7 Late payments:** If you ask us to make a payment to someone and we send it to their bank later than we are legally required to (for example, by the end of the next Working Day for sterling payments to another UK bank), you can ask us and we'll contact the other bank and ask them to correct the amount of interest on the account with their customer (so that it is as if the payment was received on time).
- 12.8 Incorrectly Executed Transactions involving payments into your Account:** We will be liable for failure to collect a payment into your Account unless we can show that we sent the instruction to collect the payment to the paying bank or building society within the time limit agreed with you, so as to enable payment to occur on the due date. If we have failed to collect the payment we will immediately send an instruction to the paying bank or building society to collect the payment and refund/pay any interest to you so that it is as if you received the payment on time. If you ask us to, we will make immediate efforts to trace the payment. If we receive a payment from another bank for you that we should have credited to your Account, we'll immediately credit your Account with the relevant amount, refund to you any charges that you have paid and refund/pay any interest to you so that it is as if you received the payment when you should have done.
- 12.9 Interest and charges relating to Incorrectly Executed Transactions:** If we are liable for an Incorrectly Executed Transaction, we will pay you any bank or building society interest and/or charge you must pay as a result, to the extent we have not already paid this under the preceding paragraphs of this condition.
- 12.10 Unauthorised Transactions:** If you are entitled to a refund due to an Unauthorised Transaction, we will refund the amount of the Unauthorised Transaction to you and where applicable we will restore your Account to the state it would have been in if the Unauthorised Transaction had not taken place.
- 12.11 Limitation of liability for Unauthorised Transactions and Incorrectly Executed Transactions:** We will not be liable to you in relation to an Unauthorised Transaction or an Incorrectly Executed Transaction:
- beyond our obligations as set out in this condition, or under the Direct Debit Scheme described in condition
 - 12.1 and the SEPA Core Direct Debit Scheme described in condition 5.11 (as the case may be);
 - for any indirect or consequential loss you suffer as a result or any other type of loss referred to in condition 12.13;
 - where you (or any person authorised by you to transact on the Account, including any additional cardholder) have acted fraudulently or have been grossly negligent in relation to your obligations to use payment instrument(s) or Security Information in accordance with the provisions of the Agreement or to notify us without undue delay on becoming aware of the loss, theft or unauthorised use of a payment instrument or any Security Information; or
 - where we are unable to perform our obligations under the Agreement due to abnormal or unforeseeable circumstances beyond our control, or us having to comply with law or regulation.
- 12.12 No liability for events outside our control:** We will not be liable for any Losses you may suffer if we fail to provide you with any Services or if we fail to perform our obligations under the Agreement in either case due (whether directly or indirectly) to anything outside our reasonable control, including the failure of any data processing or computer system or transmission link, an industrial dispute, or any restriction imposed under any applicable law or regulation.

12.13 No liability for certain direct, indirect or consequential losses: Subject always to condition 12.14, we will not be liable to you under or in connection with this Agreement for:

- any indirect or consequential loss you suffer;
- any loss of profit (whether direct, indirect or consequential);
- any loss of revenue or loss of business (in each case whether direct, indirect or consequential); or
- any loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential).

12.14 Death, personal injury or false statements: Nothing in the Agreement will limit our liability for death or personal injury resulting from our negligence, or for fraud or false statements made by us fraudulently or negligently or for any other matter to the extent that our liability cannot be limited or excluded by law.

12.15 No liability for third parties: We will not be liable for any failure of, or delay by, Post Office® or another bank (including banks we operate an arrangement with) in providing you with services.

13. General

13.1 Closing your Accounts:

Payment Accounts: You can close your Account at any time by giving us notice in writing. If we, at any time, decide to close your Account, we will give you at least 2 months' notice unless there are exceptional circumstances (as explained in conditions 13.2 and 13.8).

Notice Deposit Accounts: You can close your Account by giving us the same period of notice as you would have to give us for a withdrawal. If we, at any time, decide to close your Account, we will give you the same period of notice unless there are exceptional circumstances (as explained in conditions 13.2 and 13.8).

Fixed Term Deposit Accounts: You cannot close your Account during the deposit term. We cannot close your Account during the deposit term either, except in exceptional circumstances (as explained in conditions 13.2 and 13.8).

In each of the above cases, the Agreement will continue to apply until any cheques drawn on the Account and all other amounts you owe on the Account or otherwise, including payments we have made after closure and any interest and charges you have incurred, have been paid in full and unused cheques and any cards and Security Equipment provided by us have been returned. Any benefit or Additional Services which we provide in relation to specific Accounts will end as soon as the Account is closed. If we close your Account we will repay any credit balance to you.

Removal of Post Office® services: We may cancel all or any of the services provided by Post Office® (either in whole or at specific Post Office® Outlets) immediately on providing you with notice of the same in the following circumstances:

- where you have significantly breached the Service Documentation or any of the terms and conditions applicable to any of the services offered by Post Office® or the Agreement;
- where Post Office® notifies us that a Post Office® Outlet is no longer available to provide a service;
- where we are instructed to cancel a service by Post Office®; or
- if we cancel the use of any Post Office® services used by you.

13.2 Terminating the Agreement: You can end the Agreement at any time by giving us notice in writing. The relevant provisions of the Agreement will continue to apply until all of your Accounts have been closed, following, in the case of Notice Deposit Accounts and Fixed Term Deposit Accounts, those time periods set out in condition 13.1 above, and until any cheques drawn on the Account and all other amounts you owe on the Account or otherwise, including payments we have made after closure and any interest and charges you have incurred, have been paid in full and unused cheques and any cards and Security Equipment have been returned. If we at any time decide to terminate the whole of any part of the Agreement (including any Additional Service), we will give you at least two months' notice of such termination, unless one or more of the following exceptional events occur:

- you have significantly breached any of the provisions of the Agreement;
- there has been or we suspect there has been fraud or suspicious activity involving any of your Accounts or any transactions on any of your Accounts or we suspect you are about to commit a crime in connection with any of your Accounts;
- you are in breach or default in respect of any other loan, facility or other financial accommodation or service (other than the Services) offered to you by us or any other party;
- if you have failed to satisfy our anti-money laundering requirements; or
- if we have demanded that you repay an overdrawn balance on any of your Accounts and you fail to do so.

13.3 We will give you notice in writing immediately after your Account has been closed without prior notice for any of the reasons listed in condition 13. If we terminate part of this Agreement, the other parts of this Agreement will remain in force and you must continue to comply with all of your obligations in relation to the parts remaining.

13.4 **Switching your Accounts:** We are a participating financial institution in the Bacs Account Switching Service. The Bacs Account Switching Service enables customers to transfer certain accounts and/or the payment arrangements

connected with such accounts (an account switch or payments switch) from one participating financial institution to another participating financial institution. The Bacs Account Switching Service applies only to accounts maintained at the UK, Isle of Man and Channel Islands branches of participating financial institutions.

Current Account Switch Service (sterling current Accounts only): If your Account is a sterling current Account and you are a Small Business, a Small Charity or a Small Trust you can choose to switch your Account (and all payment arrangements connected with the Account) to another financial institution that is participating in the Bacs Account Switching Service. The switch of your Account will take seven Working Days. The switch will complete on the seventh Working Day, which is referred to as the switch date. On the switch date any credit balance on your Account with us (such credit balance to be subject to (i) the application of any interest pursuant to condition 8.4; (ii) the exclusion of any amounts that are retained to cover any charges or fees pursuant to condition 8.4; and (iii) the exclusion of any uncleared credits or unsettled debit card authorisations) will be transferred to your new account at the new financial institution and your Account with us will close on the switch date. If, after application of any interest, fees or charges pursuant to condition 8.4, you have a debit balance (overdraft) on your Account, the switch will take effect on the switch date but your Account with us will not be closed until you have paid or repaid in full all outstanding amounts.

The provisions of the Agreement will continue to apply until all amounts you owe on the Account (including any interest, fees and charges (whether applied before or after the switch date)) have been paid or repaid to us in full. We will send you an Account switching closing statement normally within ten Working Days of the switch date, and this will include details of any such amounts owing as of the date of that statement.

For a period of at least three years after the switch date, if we receive payments or requests for payment which relate to your switched Account we will, subject to compliance with applicable law and regulation and in accordance with the terms of the Bacs Account Switching Service, redirect these payments or requests to the new financial institution. If we continue to receive such payments or requests for payment during the thirteen months leading up to the end of the three- year redirection period, we will extend this redirection period until there is a subsequent period of thirteen consecutive months in which we do not receive any payments or requests for payment. Upon the expiry of such subsequent period, any further payments or requests for payment will be disregarded. If any amounts owed to us remain outstanding on the switched Account after the switch date, we will be entitled first to apply any amounts received in relation to that Account (including amounts paid in by means of a cheque) in full or partial satisfaction of such outstanding amounts. Any cheques drawn on a switched Account presented for payment during the above redirection period will be returned unpaid with advice that the Account has been switched.

Any benefit or service (including any Additional Services) which we provide in relation to your Account will terminate on the switch date and you may not access those benefits or services in relation to the switched Account with effect from the switch date. You must promptly destroy any cheque books and debit cards relating to your switched Account on the switch date.

If you are a Small Business, a Small Charity or a Small Trust and you wish to switch your sterling current Account using the Bacs Account Switching Service, you will need to contact a financial institution which is participating in the Bacs Account Switching Service, who will explain the process involved and the documentation you will be required to submit in order to effect the Account switch. That other financial institution will then contact us to launch the Account switch process. On receipt of an Account switch request from that other financial institution, we will contact you to advise that we have received the Account switch request and in some cases we may additionally seek explicit confirmation from you that you have requested the Account switch. We may treat the receipt of an Account switch request in relation to your sterling current Account as an instruction from you to us to switch your Account to that other financial institution and to close your Account with us on the basis described above.

For these purposes:

A Small Business means any business banking customer with an annual turnover that does not exceed £6.5 million and employs fewer than 50 people.

A Small Charity means a charity with an annual income of less than £6.5 million.

A Small Trust means a trust with net assets of less than £6.5 million.

Regular Payments Switch Service (all sterling Accounts): You can choose to switch some or all of your payment arrangements (Direct Debits, standing orders, and bill payment arrangements) from a sterling-denominated Account with us to an account at another financial institution participating in the Bacs Account Switching Service. Any such regular payments switch remains in place for a period of three months (though it is possible for this period to be shorter if you agree this with your Branch) to enable you to transfer payment arrangements on different dates to suit your needs. Your Account with us will remain open following the switching of the relevant payment arrangements and the provisions of the Agreement will continue to apply to your Account.

If you wish to switch payment arrangements connected with your Account using the Bacs Account Switching Service you will need to contact another financial institution participating in the Bacs Account Switching Service, who will explain the process involved and any documentation you will be required to submit in order to effect the regular payments switch. That other financial institution will then contact us to launch the regular payments switch process. On receipt of a regular payments switch request from that other financial institution, we will contact you to advise that

we have received the request and in some cases we may additionally seek explicit confirmation from you that you have requested a regular payments switch. We may treat the receipt of a regular payments switch request in relation to your Account as an instruction from you to us to switch the relevant payment arrangements connected with your Account to that other financial institution.

13.5 Varying the Agreement:

13.5.1 We may change or add to the Agreement, including (subject to condition 8.7) by changing or adding new charges at any time for any valid reason, including to:

- improve any product or service (including any Services) we provide and/or the systems we use, for example as a result of the introduction of new technology;
- respond to a change in your circumstances;
- reflect changes in (a) the systems we use, (b) the way we offer our products and services, (c) market conditions or banking practice; (d) the costs of providing products and services or running our business; and/or (e) the costs of funding our business;
- comply with changes in law or regulation, codes of practice or other industry practice;
- reflect any changes in the terms or the operation of the Bacs Account Switching Service or reflect a change in our status as a financial institution participating in the Bacs Account Switching Service;
- ensure our business is run prudently;
- maintain the competitiveness of our business; or
- make the Agreement clearer or correct any error we discover in the Agreement.

We will inform you of any changes or additions made pursuant to this condition 13.5.1 in writing by giving you at least two months' notice. We will either give you a copy of the changed Terms and Conditions at the time of giving you notice or we will direct you to a link on our website where you can view and download them. Such changes will not require acknowledgement or assent from you in order to be effective. If you notify us at any time up to two months from the date we tell you of any change that you do not agree to the change, you may switch or close your Account without having to pay any additional charges or interest.

13.5.2 There may be circumstances, such as a change in law or regulation, where it may not always be possible to give you at least two months' notice of the change. Where this is the case, we will give you as much notice as we reasonably can.

Other than as set out above, we may change or add to the Agreement immediately without giving you notice where:

- we add new payment services, where these do not change any terms in relation to an existing payment service. In these circumstances, we can add these new payment services immediately; or

- there is a change in the exchange rate we use to convert a payment to or from a foreign currency. This is explained in conditions 13.9, 21.4 and 25.1.

If there have been significant changes in any one year, we will either give you a copy of the new terms and conditions of the Agreement and/or we will give you a summary of the changes and we will direct you to a link on our website where you can view and download a copy of the new provisions.

13.6 Change of Account details: You must contact us, immediately, to tell us of any change to:

- your business or company name;
- your business or email address or telephone number;
- the Account holders, or your Account authorised signatories or any beneficiaries in relation to your Account; or
- your nominated cardholders or users of any Additional Service.

We may ask you to confirm this in writing, signed in accordance with our Account Opening Mandate and/or other relevant Application Documentation. If your legal status requires a resolution to effect such change(s) a copy of such resolution or other appropriate authority must accompany your written notification.

13.7 Contact details: You can contact us at the address and telephone number shown on your latest statement or the address shown on your cheque book unless we specifically give you a different address or phone number to use for a particular service (including for any Additional Service). Unless we specifically say how we will contact you in a particular provision of the Agreement, or unless you have asked not to be contacted in a particular way, we may (subject to any legal or regulatory requirements to communicate with you in a particular way):

- contact you by telephone or in writing using the latest phone, postal or email contact details you have given us; and
- provide or make available to you by post, email, on our website or in any other manner specified in any applicable Additional Service Conditions any communication, including newsletters, statements, messages, notification or information about changes to the provisions of the Agreement and any information about any change to the way any of your Accounts operate.

If we become aware of suspected or actual fraud or security threats relating to your Account, we will contact you by phone or e-mail (where we have agreed with you that we can contact you by e-mail).

A communication from us will be deemed to be effective when delivered in person, on the second Working Day after posting or, for an electronic message which is an email or website posting, when the electronic message is sent or uploaded by us or on our behalf.

13.8 Breach of the Agreement, withdrawal, etc: If you, or any person authorised pursuant to your Account Opening Mandate or any other Application Documentation, are in breach of the Agreement, you are in breach or default in respect of any other loan facility or other financial accommodation or service (other than the Services) offered to you by us or any other party, you have failed to satisfy our anti-money laundering requirements, there has been, or we suspect that there has been or may have been, fraud or suspicious activity involving any of your Accounts or any transactions on any of your Accounts, or we suspect you are about to commit a crime in connection with any of your Accounts, a resolution is passed for your voluntary winding up, a petition is presented for your compulsory winding up, a petition for a bankruptcy order is presented against you, you die, you are no longer resident in the UK, you are no longer domiciled in the UK, you no longer have UK nationality, you no longer have your registered office or another establishment in the UK, you are no longer operating out of the UK, you are no longer trading in the UK, you are unable to pay your debts as they fall due or you are bankrupt or insolvent or are otherwise involved in any bankruptcy or insolvency proceedings (as defined under any bankruptcy or insolvency law applicable to you), you owe money (in relation to a personal/individual tax debt) to a tax authority or government agency, you are involved in a dispute in relation to any of your Accounts, or we are required by law to take action on the direction of the Secretary of State or any other UK government department, we may, subject to applicable law or regulation, without prior notice to you do any, some or all of the following:

- suspend operations on or close any or all of your Accounts;
- terminate the whole or any part of the Agreement (including any Additional Service Conditions);
- refuse to act on your instructions;
- cancel or reduce an agreed overdraft limit;
- transfer money from any Account to pay off or reduce an agreed overdraft;
- cancel or suspend your right to use the whole or any part of our Services (including any Additional Service) or any of your Security Information or any Security Equipment; and/or
- demand immediate payment of any amount you owe us.

Notwithstanding the above, if you are a partnership and one or more of the partners dies or becomes of unsound mind, we will make arrangements with the other partners as to the partnership's continuing liabilities.

If we terminate part of the Agreement, the other parts of this Agreement will remain in force and you must continue to comply with all of your obligations in relation to the parts remaining.

13.9 Foreign currency transaction: We will convert all foreign currency transactions into sterling using our current exchange rate on the amount of the transaction and may make a charge for the

conversion. The charge is set out in our Tariff of Charges. You can obtain details of the exchange rate we use to carry out the conversion by calling us. The exchange rates we use may change quickly. Any change will apply immediately and we will not have to inform you of the change. The exchange rate actually used will appear on your statement or will be available by contacting any Branch.

13.10 Information about compensation arrangements: Eligible deposits with us are protected up to a specified limit per customer by the Financial Services Compensation Scheme (the "FSCS"), the UK's deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Further information about compensation and eligibility can be found on the FSCS website at www.fscs.org.uk.

13.11 Complaints procedure: We have internal procedures for handling complaints fairly and promptly. You can make a complaint in writing or by calling or visiting us. If we can resolve your complaint within three Working Days following the Working Day we receive your complaint, we will write to you to confirm that we consider this complaint to have been resolved and to inform you of how you can take further action should you be dissatisfied with our resolution. If we cannot resolve your complaint within this time, we will send you a written acknowledgement promptly. This written acknowledgement will provide you with further details about how your complaint will be investigated. Our aim is to resolve such a complaint to your satisfaction as soon as possible and to send you our final response within eight weeks, unless your complaint relates to a payment transaction to which shorter timescales apply under applicable regulations.

If you wish to make a complaint or would like more details of our complaints procedure, please contact us at any Branch, write to Handelsbanken Compliance, 3 Thomas More Square, London, E1W 1WY, visit our website at www.handelsbanken.co.uk/complaints or call us on 020 7578 8000. If you are not satisfied with the outcome of your complaint, you may be able to refer this, free of charge, to the Financial Ombudsman Service which is an independent expert in settling complaints between eligible complainants and financial services providers. You can write to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR, visit their website at www.financial-ombudsman.org.uk, email them at complaint.info@financial-ombudsman.org.uk or call them on 0800 023 4567 (0300 123 9123 from mobile phones).

13.12 Right to cancel Accounts: You can cancel this Agreement and close your Account (other than a Fixed Term Deposit Account or, where you are a Large Business Customer, a Notice Deposit Account) within 14 days of opening such Account, by writing to the Branch where your Account has been opened. You do not have to give us any advance period of notice, or explain your reason for cancelling, and you will not have to pay any charges. If you do not cancel this Agreement for the Account during the 14-day period, you can terminate this Agreement and close the Account as explained in condition 13.1 and 13.2.

You cannot cancel your Agreement for a Fixed Term Deposit Account.

13.13 Set-off: If you owe us any amount:

- under or in connection with this Agreement; or
- under or in connection with any other agreement or arrangement with us (for example, any arranged overdraft or unarranged overdraft, mortgage or loan facility),

We may use any credit balance (in any currency) you have in any Account (including any joint Account, Notice Deposit Account, Fixed Term Deposit Account and/or a switched current Account) to reduce or repay the amount you owe us.

This right to reduce or repay amounts you owe us is called our right of "set-off".

We may also: (i) exercise our right of set-off against any amount you owe any other company in our group; and (ii) set-off any amounts that any other companies in our group owe you against any amounts you owe us, unless we are prevented from doing so by any applicable law or regulation.

We may exercise our right of set-off at any time without prior notice to you. However, in the case of any amount to pay off or reduce an arranged overdraft, unless we have serious grounds for exercising this right immediately, we will normally give you at least 30 days' notice before we exercise our right of set-off. We will assess what could constitute 'serious grounds' at our discretion on a case-by-case basis but examples may include any of the exceptional circumstances listed in condition 13.8.

Where we use a credit balance in a different currency to reduce or repay any amount, we will convert the currency at the prevailing market rate of exchange.

13.14 Transfer of rights: We may at any time transfer any of our rights under the Agreement to anyone. We may at any time transfer any of our duties under the Agreement to anyone we reasonably consider capable of performing those duties but will give you at least 30 days' notice of our transfer of any duties (and in the case of a transfer of our duties to repay any balance on a Notice Deposit Account we will allow you to withdraw the money on the Account on request before the end of that notice period). After any such transfer, references to us in the Agreement will then be read as references to the person to whom we have transferred the relevant right or duty. We may also arrange at any time for any person to carry out rights or duties under the Agreement. You may not transfer your rights or duties under the Agreement to anyone, except where the transfer takes place by law.

13.15 Other rights: Nothing in the arrangements between you and us shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, or right of set-off or any other right we may have existing or implied by law. Nothing in the Agreement will affect your statutory rights.

13.16 Waivers etc: Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given. It does not affect our rights under the Agreement and we may still insist on them later.

13.17 Governing law: Where you are located in Scotland:

- this Agreement and your dealings with us leading up to you entering this Agreement with us are governed by Scottish law; and
- you and we submit to the non-exclusive jurisdiction of the courts of Scotland in relation to any dispute arising under or in connection with this Agreement.

Where you are located in England, Wales or any other jurisdiction outside Scotland:

- this Agreement and your dealings with us leading up to you entering this Agreement with us are governed by English law; and
- you and we submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising under or in connection with this Agreement.

13.18 Language: The Agreement is in English and we will communicate with you in English. You must communicate with us in English.

13.19 Confidentiality: You must treat our Confidential Information as confidential and, except as otherwise specified in this Agreement, you must not disclose or use our Confidential Information. You must keep our Confidential Information safe and inform us as soon as you become aware of any of our Confidential Information being stolen, compromised or disclosed in any way.

You must not disclose our Confidential Information to anybody other than your professional advisers, your employees and any other persons we have approved in writing, provided in each case that such disclosure is made subject to obligations of confidentiality upon the receiving party which are no less onerous than those set out in this Agreement.

Nothing in this Agreement prevents you from disclosing any information which:

- is public knowledge;
- you are required to disclose in order to comply with a legal duty to supply information or the rules of any recognised investment exchange;
- was independently developed by you without breaching any obligation owed to us; or
- is received by you from a third party without breaching any obligation owed to us.

The confidentiality obligations in this condition 13.19 supersede and replace any agreement relating to confidentiality which we may have entered into with you prior to opening your Account.

14. Digital Services

- 14.1 Digital signatures:** Subject to any restrictions under applicable laws and regulations, any agreement or transactions entered into between you and us using digital signatures shall be binding as if they were entered into in writing.
- 14.2 Records:** Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with any digital services we provide in relation to your Agreement (including our Corporate Internet Services). You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.
- 14.3 Electronic advertising:** Our products may be advertised on our website through which you access any digital services we provide in relation to your Agreement (including our Corporate Internet Services). If you have asked us previously or you ask us in the future not to send you any marketing material, you agree that this restriction will not apply to the electronic advertisements.

Part C – Additional Services

15. Additional Service Conditions

- 15.1** Each Additional Service we allow you to use from time to time in relation to your Accounts will be governed by the Additional Services Conditions applicable to it and the other conditions of the Agreement.
- 15.2** The following conditions in Parts D, E, F and G of these Terms and Conditions constitute Additional Service Conditions for the following Additional Services:
- Notice Deposit Accounts (in Part D);
 - Fixed Term Deposit Accounts (in Part E);
 - Business Debit Cards (in Part F); and
 - Customer Support (in Part G)
- The Additional Service Conditions governing our other Additional Services will be provided to you as and when they are applicable to you.

Part D - Additional Service Conditions for Notice Deposit Accounts

16. Further terms for Notice Deposit Accounts

- 16.1 Scope:** The terms and conditions set out in this Part D apply to all Notice Deposit Accounts maintained by us for you.
- 16.2 Account Opening Balance:** The minimum Account balance which is required to open a Notice Deposit Account (if any) is as set out in the key product information.

- 16.3 Withdrawals from your Notice Deposit Account:** Withdrawals from your Notice Deposit Account may only be made if you have given the minimum notice set out in the key product information. Notice to withdraw funds may only be given once the Notice Deposit Account has been in operation for the minimum term set out in the key product information. Withdrawals may be made by giving notice at your Branch, or by post. Instructions to withdraw funds which are given in a Branch must be confirmed in writing prior to the withdrawal taking place. Once we receive your instruction to withdraw funds you cannot cancel it.
- 16.4 Non-Working Days:** If the amount withdrawn is due to be paid on a day which is not a Working Day, then payment will not take place until the next Working Day.
- 16.5 Payment of Amounts Withdrawn:** On the withdrawal date funds will be transferred to another Account you hold with us or to such other account as you nominate in the withdrawal instruction. No charge will be made for transferring funds to another Account held with us, or for transfers to another account by Bacs. Transfer of funds by CHAPS or SWIFT will incur a charge. The charge is set out in the Tariff of Charges.
- 16.6 Interest:** We will work out interest on a daily basis on the amount of the cleared balance on each Notice Deposit Account at the end of each day. Details of the current rate applicable to the Notice Deposit Account are available from any of our Branches. Interest will be paid at the frequency set out in the key product information and will be capitalised to the Notice Deposit Account or, at your request, transferred to another Account maintained with us in your name. Interest will continue to accrue on the withdrawal amount during the notice period.
- 16.7 Standing Orders and Direct Debits:** You may not withdraw amounts from the Notice Deposit Account by standing order or Direct Debit. You may make payments into the Notice Deposit Account by standing order or Direct Debit.
- 16.8 Insufficient Funds:** If, when you request a withdrawal, or when an amount withdrawn is due for payment, there are insufficient funds in the Notice Deposit Account, then we may refuse the withdrawal at our sole discretion.
- 16.9 Set-off:** We may, and by applying for a Notice Deposit Account you authorise us to, immediately apply (irrespective of any minimum notice period) any credit balance held at any time in the Notice Deposit Account in or towards the satisfaction of any amount you owe us:
- under or in connection with the Agreement; or
 - under or in connection with any other agreement or arrangement with us (for example, any arranged overdraft or unarranged overdraft, mortgage or loan facility).

We may also immediately apply any credit balance in or towards the satisfaction of any amount you owe any other company in our group, and we may apply any amounts that any other companies in our group owe you against any amounts you owe us (unless we are prevented from doing so by any applicable law or regulation).

You and we agree that this shall not negate or affect any right which we may have under applicable law to apply any credit balances to which you are entitled on any Account in or towards satisfaction of any amount due from you to us.

Where we use a credit balance in a different currency to reduce or repay any amount, we will convert the currency at the prevailing market rate of exchange.

Part E - Additional Service Conditions for Fixed Term Deposit Accounts

17. Further terms for Fixed Term Deposit Accounts

- 17.1 Scope:** The terms and conditions set out in this Part E apply to all Fixed Term Deposit Accounts maintained by us for you. The availability of Fixed Term Deposit Accounts is subject to our prior approval. We will confirm the amount of your deposit, the deposit term and the interest rate applicable to your Fixed Term Deposit Account by sending you a written confirmation. This written confirmation will form part of the Agreement between you and us for the Fixed Term Deposit Account.
- 17.2 Deposit restriction:** You cannot deposit additional sums during the deposit term.
- 17.3 Interest:** Interest will be paid or, for non-sterling denominated Accounts to which a negative interest rate applies, interest will be deducted in the amounts and at the frequency set out in the key product information and will be capitalised to or deducted from the Fixed Term Deposit Account at the end of the deposit term.
- 17.4 Withdrawals:** You cannot withdraw any funds from the Fixed Term Deposit Account during the deposit term.
- 17.5 Maturity:** At the end of the deposit term we will pay your deposit plus any interest that has been accrued or, for non-sterling denominated Accounts to which a negative interest rate applies, minus any interest which has been deducted, in accordance with your payment instructions. We will also send you a closing statement.

Part F - Additional Service Conditions for the Business Debit Card

18. Definitions large enterprise customers and inconsistency

- 18.1** If you are a Large Enterprise Customer you agree that the provisions of condition 22.5 will apply to you if there is unauthorised use of a Business Debit Card. A "**Large Enterprise Customer**" means a sole trader, partnership, company or other organisation who at the time this part F of the Terms and Conditions becomes applicable has 10 or more full time employees or an annual turnover of more than 2 million euro.

A "**Business Debit Card**" means a business debit card issued to you for use in relation to your relevant Account.

- 18.2** If any term of this Part F is inconsistent or conflicts with any term in any other part of the Agreement, the term in Part F shall prevail.

19. Issuing the Business Debit Card and responsibility for transactions

- 19.1 Authority to issue the Business Debit Card:** We will issue a Business Debit Card and Card PIN to you to give to an authorised user if an authorised signatory on your Account asks us to, provided the authorised user is UK resident. The authorised user is the person whose name appears on the Business Debit Card. If we ask you to you will provide us with any details about the authorised user that we may reasonably request and you will ensure that the authorised user consents to this disclosure. We may refuse to issue a Business Debit Card to any person under 18 years old or where we have reasonable grounds to do so.
- 19.2 Cancelling a Business Debit Card:** If you want to cancel a Business Debit Card, please contact your Branch. You will be responsible for destroying or returning any Business Debit Cards issued to authorised users which you ask us to cancel.
- 19.3 Responsibility for use of the Business Debit Card:** You are responsible for all use of your Account by each authorised user, including:
- all payment transactions by authorised users on the Account using their Business Debit Card or Business Debit Card details;
 - if they cause you to break the Agreement or the terms and conditions which apply to the Account (including causing the Account balance to exceed any agreed overdraft limit); and
 - where payment transactions are added to the Account after you cancel a Business Debit Card provided that the payment transaction took place prior to us receiving the notification to cancel the Business Debit Card. You must ensure each authorised user is aware of and keeps to all conditions relating to the use and safety of Business Debit Cards (including in particular, conditions 20, 21 and 22).

20. Using the Business Debit Card

- 20.1 Signing and using the Business Debit Card:** You must ensure that the authorised user signs the Business Debit Card when you give it to them. The Business Debit Card, Business Debit Card details and the Card PIN may only be used by the authorised user.
- 20.2 Duration of use:** The Business Debit Card can only be used during the period for which it is valid and must not be used after you or the authorised user receive notice from us that it has been cancelled or withdrawn. If you request a current Account switch pursuant to condition 13.4, your debit card will be cancelled on the switch date.
- 20.3 Property in the Business Debit Card:** The Business Debit Card remains our property and if asked you, or the authorised user, must return it to us immediately

ensuring that it is cut in half vertically through the signature strip, magnetic strip and chip. We, or anyone acting for us, may keep the Business Debit Card at any time.

21. Transactions

21.1 How to use the Business Debit Card: Where the authorised user is using the Business Debit Card to make a purchase they will need to sign a voucher or enter their Card PIN, unless they are making a telephone, mail order or online purchase where they may only need to give the Business Debit Card number, or the Business Debit Card number together with additional security details. To withdraw cash from a cash dispensing machine (an ATM) or over the counter at a Post Office® Outlet, the authorised user will need to enter their Card PIN. We may also issue a Business Debit Card to you with contactless payment functionality. If we do so, we will tell you and on the first occasion we issue any such Business Debit Card to you, we will provide you with information on how to use this functionality. Without prejudice to condition 19.3, you will be responsible for ensuring that authorised users use this functionality in accordance with the information we provide you.

21.2 Cancellation of transactions: Other than where the instruction relates to a series of payments (a recurring transaction), once the authorised user has given their consent to a payment transaction we cannot cancel the payment transaction (although a retailer may agree to this if the authorised user asks them to). For cancellation of recurring transactions see condition 24.

21.3 Charges: Where an authorised user uses a Business Debit Card or Business Debit Card details to carry out a payment transaction or any other type of transaction (including making cash withdrawals or obtaining cash or making a purchase or carrying out a telephone or online transaction) we will make a charge for each such individual transaction (regardless of where the transaction is carried out). The amount of each charge is set out either in our Tariff of Charges or a Business Debit Card charges schedule. We may change the amount of any such charge in respect of all or any transactions (or introduce a new charge) in relation to a Business Debit Card from time to time. Any change in the amount of such charge or the introduction of a new charge will be made or carried out in accordance with condition 8.7.

21.4 Foreign currency transactions: All payment transactions in a foreign currency made using the Business Debit Card or Business Debit Card details will be converted into sterling using the applicable exchange rate determined by Visa and we will deduct the amount and related charges from your Account. The amount debited will be made up of the sterling equivalent of the amount of the payment transaction and an Overseas Card Transaction charge of 2.75% of the value of the transaction (based on the sterling equivalent). The transaction charge referred to in condition 21.3 will also be separately payable in respect of such transaction. The Visa exchange rate used may not be the same as the rate when the payment transaction was made due to changes in

rates. Details of the exchange rates used for foreign currency transactions will appear in your statements or be available by contacting any Branch.

21.5 Spending limits: From time to time we set limits on the amount of cash an authorised user can withdraw. Such limits apply regardless of whether cash is withdrawn from one or a combination of ATMs and Post Office® Outlets. We may change these limits in accordance with conditions 4.5 and 13.5 of Part B - Your Account. We will tell you and / or the authorised user about other spending limits that apply to the use of the Business Debit Card.

21.6 Prohibited transactions: The authorised user must not use the Business Debit Card for any illegal transaction or purpose.

21.7 Refusing to carry out a payment transaction: We may refuse to carry out a payment transaction using the Business Debit Card for any of the reasons set out in condition 4.10 of Part B - Your Account where the payment transaction or instruction is initiated through the use of a Business Debit Card or Business Debit Card details. If we refuse a transaction or refuse to allow you to make a payment into your Account then we will do our best to inform you, with our reasons, as soon as possible, or we will tell you if you call us, unless it is against the law to do so or we reasonably believe that it would compromise the security of the Account.

21.8 Exceeding your overdraft limit: If we authorise a payment transaction that causes the Account balance to exceed your agreed overdraft limit or which causes you to go overdrawn, we will treat the Account balance or overdrawn amount as an unarranged overdraft in accordance with the terms of the Account. In deciding whether a transaction will cause the Account balance to exceed your agreed overdraft limit or will cause you to go overdrawn, we may take account of payment transactions that we have already authorised or you have instructed us to make on your Account.

22. Business Debit Card security

22.1 Keeping the Business Debit Card Safe: You must ensure that each authorised user does the following:

- keeps their Business Debit Card secure at all times and does not allow any other person to use it or the Business Debit Card number;
- promptly destroys the Card PIN advice slip after receipt;
- never writes down the Card PIN or other Security Information in any way which could be understood by someone else;
- does not disclose their Card PIN for any transactions made using the post, telephone or internet;
- keeps Business Debit Card receipts and other information relating to the Business Debit Card safe (including shredding paper information when it is no longer required);
- takes all reasonable care and precaution in the custody of the Business Debit Card to ensure that it

is not lost, stolen or mislaid; and

- Complies with all reasonable instructions we give from time to time regarding the security of the Business Debit Card, the Card PIN and other Security Information.

22.2 Loss or theft of the Business Debit Card, Business Debit Card details or Card PIN: If any Business Debit Card is lost or stolen, or you suspect that it or a Card PIN or Business Debit Card number may be misused by any person, then you or an authorised user must contact us immediately, using the details set out in condition 27. If you or the authorised user later find the Business Debit Card it must be cut in two across the magnetic strip and across the chip (unless we specifically ask you not to destroy it) and returned to us. You and the authorised user must give us any information we reasonably ask for in connection with the loss, theft or misuse of a Business Debit Card, Card PIN, Business Debit Card number or other Security Information. We may pass on any related information to the police or other authorities and in order for us to meet our obligations as a member of Visa.

22.3 Disabling use of the Business Debit Card: We will be entitled to take such steps as are reasonably necessary to restrict any use of any Business Debit Card (including cancelling the Business Debit Card and disabling its use) if:

- we have reasonable concerns relating to the security of the Business Debit Card, Business Debit Card details, Card PIN or other Security Information, or
- we have reasonable grounds to suspect that the Business Debit Card has been or might be used fraudulently or without authorisation, or
- we have reasonable grounds to believe that there is a significantly increased risk that you may be unable to pay any overdraft arising from its use.

If we intend to stop, suspend or restrict the use of any Business Debit Card, we will inform you in writing, by telephone or by e-mail (where you have agreed that we can contact you by email) and we will tell you why we are doing this, unless we are prohibited by law or regulation or for security reasons. We will attempt to tell you before we do so but if it is not possible, we will inform you after we do so. We will give you or the authorised user a new Business Debit Card or restore the use of the Business Debit Card as soon as possible after the reason for the suspension has ceased to exist.

22.4 Liability for Unauthorised Transactions: Unless you are a Large Enterprise Customer you will have to pay us a maximum of £35 per instance of loss or theft of Unauthorised Transactions on your Account made with a particular Business Debit Card (or Business Debit Card details) unless we can prove that you, or an authorised user, acted fraudulently or with intent or with gross negligence failed to comply with the security obligations set out in this Agreement (including your obligations under conditions 5.5 and 27). If we can prove this, you will be liable for all Unauthorised Transactions made before you or the authorised user give notice under condition 22.2.

22.5 Large Enterprise Customers: If you are a Large Enterprise Customer regulation 77 of the PSRs shall not apply and until we receive notification under condition 22.2 you will have to pay for any payment transactions including transactions which you think are unauthorised. After we have received notice under condition 22.2 you will not have to pay for any subsequent Unauthorised Transactions related to that loss, or misuse incident unless you or an authorised user has acted fraudulently or acted with intent or without reasonable care.

23. Monitoring your use of the Business Debit Card

Details of all payment transactions made using the Business Debit Card or Business Debit Card details will be included in the regular statement provided in accordance with the Agreement. You must tell us as soon as possible if your statement includes an entry that you think is wrong.

24. Cancelling transactions and refunds

24.1 How to cancel a transaction: We cannot cancel a purchase an authorised user has authorised, except where they have instructed us to make a payment on a future date. To cancel a future-dated purchase, you or the authorised user must tell us, using the contact details at condition 27 by 2pm on the Working Day before the payment is due to be made. For a recurring transaction, this means that you will cancel all future transactions in the series. We recommend you or an authorised user contact the retailer if you intend to cancel a purchase, including where you or an authorised user have authorised the retailer to collect a series of payments from your Accounts.

24.2 Recurring transactions: For recurring transactions, you or the authorised user will also need to tell the retailer if you close the Account or if you choose to switch your Account pursuant to condition 13.4, the authorised user's Business Debit Card is cancelled or they change Business Debit Card or Account number, otherwise the retailer may not be able to collect the payments. If you do miss a payment for this reason, we will not be liable to you for any Losses you suffer as a result.

24.3 Other refunds: You will be entitled to a refund on a purchase where condition 5.8 of Part B - Your Account applies.

25. Variations of this Part F of the Terms and Conditions

25.1 Changing the exchange rate: The exchange rate used to convert foreign currency payments into or out of your Account will be the Visa exchange rate that we have told you about in condition 21.4. We may apply changes to the reference exchange rate immediately and without notice.

25.2 Any other changes to this Part F of these Terms and Conditions will be made in accordance with condition 13.5 of Part B - Your Account.

26. Ending use of the Business Debit Card

- 26.1 Account closure:** If your Account is closed or if you request a current Account switch pursuant to condition 13.4 any Business Debit Card issued for use in connection with that Account will be withdrawn or disabled and in the case of a current Account switch, cancelled on the switch date.
- 26.2 Your right to end use of Business Debit Cards:**
Please see condition 19.2.

27. Contact details

IMPORTANT NOTICE - LOSS OR MISUSE OF A BUSINESS DEBIT CARD

If the Business Debit Card is lost or stolen or you, or the authorised user suspects that someone knows the Card PIN or other Security Information, you must immediately call 0800 470 8000 Customer Support or contact your Branch during office hours (9am to 5pm - Monday to Friday) or +47 75 12 81 92 at any other time.

Part G - Additional Service Conditions for Customer Support

28. Security procedures

- 28.1** We will not be able to provide you with assistance through Customer Support until you (or any person authorised to give instructions in respect of your Account(s)) have passed certain identity checks as part of our security procedures and requirements (which may include use of your Security Information) that facilitate access to this service. We may change these security procedures and requirements at any time and we will tell you of any new procedures and requirements that apply to you as soon as possible. We may act on any requests/instructions received by us through Customer Support if we have verified them in accordance with these security procedures and requirements, even if those requests/instructions were not actually given by you. Please note that we will never contact you to ask you to disclose any of your Security Information in full. Should you receive any such request (even if this purports to have come from us or from any other official) you must refuse to disclose any Security Information and report this to us immediately.

29. Availability of Customer Support

- 29.1** Customer Support is available to use in relation to certain Accounts detailed in these Terms and Conditions. You can contact Customer Support if you need assistance with (i) fraud concerns; (ii) lost or stolen Business Debit Cards; (iii) product queries (including queries in relation to Business Debit Cards); (iv) getting started with our Corporate Internet Services; and (v) other general queries. Further details of Customer Support, including the times when certain assistance is available, can be obtained from branches and are available on our website at www.handelsbanken.co.uk. You will not be able to give us any payment instructions or access financial information about your Account(s) through Customer Support.
- 29.2 Changes to the Services:** We may at any time add to or restrict the range of Services offered through Customer Support. We will give you at least 2 months' prior written notice of any change, unless such change is permitted without such notice under condition 13.5.2.
- 29.3 Periods of unavailability:** Customer Support may be unavailable from time to time without notice, for example due to network problems or systems maintenance. If Customer Support becomes unavailable, we will try and inform you without undue delay via our website or other available medium. We will not be liable for any Losses which you may suffer as a result of this Service being unavailable.

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