

1. GENERAL TERMS AND CONDITIONS GOVERNING CORPORATE ACCOUNTS CHANGES 1.10.2019

Definitions

Added definitions for

- **Payment order:** A payment order is an instruction issued to the Bank by the Customer or the recipient of the payment requiring the Bank to execute a payment transaction in the form of a credit transfer, a transfer of funds on a payment account with the Bank, a direct debit, a cash deposit, a cash withdrawal, or by means of a payment card or other payment instrument.
- **Account information service:** Account information service refers to a service in which a Bank-external service provider obtains and delivers, through an information network, information concerning the account holder's payment accounts kept by the Bank
- **Confirmation of the availability of funds:** The confirmation of the availability of funds refers to a confirmation given through a technical interface approved by the Bank at the request of a registered third service-providing party who issues payment cards, confirming that the customer's payment account, which is accessible through an information network in a manner agreed on with the customer, at that particular moment in time has sufficient funds for the execution of a card payment transaction.

Duty of disclosure to the Bank (section 2.2.)

Clarified the information given to the Bank during account opening:

- The account opener, account holder and any person entitled to use the account shall provide the Bank with e.g. their name, personal identification number and/or business ID, mailing address, domicile information, and any other information required by the Bank so that the Bank may know its customer, such as the actual beneficiaries, and in addition, if requested by the Bank, a signature sample.

Notifications between the Bank and the Customer (section 2.3.)

Added sentence:

- The Bank issues its notifications regarding the safety of payment services on its website or on some other electronic service platform approved by the Bank, e.g. the online bank.

Rights of an external service provider (section 5.)

Added a chapter concerning the rights of an external service provider:

- The customer may give consent to a Bank-external service provider for his or her account information to be delivered to an account information service. The Bank will deliver the requested information to the account information service. The Bank is not liable for any damage caused by the account information service. The Bank may confirm to an external service provider, who offers card payments methods, whether the customer's payment account has sufficient funds for the execution of a card payment transaction.

Right of the Bank to refuse utilisation of the account (section 7.)

Added sentence:

- The Bank has the right to refuse utilisation of the account if the Bank estimates that it has reason to suspect that the account is being used or it will be used for criminal activities either directly or indirectly or that its use is otherwise in breach of current legislation or may cause harm to the Bank or a third party.

Customer advisory service and legal remedies outside the court (section 19.)

Added sentence:

- Consumers and small corporate customers may refer disputes relating to these terms and conditions for processing by the Finnish Financial Ombudsman Bureau (www.fine.fi) or by the Banking Complaints Board operating as part of the Bureau. Consumers may also have their disputes processed by the Consumer Disputes Board (kuluttajariita.fi).

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Supervisory authority (section 20.)

Updated contact information:

- The Bank is supervised by the Swedish financial supervisory authority www.fi.se, and in consumer issues, also the Consumer Ombudsman www.kkv.fi. Contact information to the Swedish financial supervision authority: Finansinspektion, P.O. Box 7821, SE103 97 Stockholm, Sweden

Added a new section 21: Processing of personal data

The Bank functions in the role of the controller in the processing of the personal data which the service user submits or which the Bank otherwise saves in connection with the use of the service.

- Purpose and legal basis (section 21.1.)

The Bank processes personal data primarily in order to fulfil the terms and conditions of the agreement between the parties. The Bank also processes personal data in order to fulfil its legal obligations and the obligations set upon it by public authorities; for example, the legal requirements concerning accounting as well as reporting to the tax authority and financial supervisory authority. In addition, the customer's personal data and the information required for knowing the customer may be used for preventing, uncovering and solving issues of money laundering and the financing of terrorism, and for bringing under investigation money laundering, the financing of terrorism and the crime that was committed in order to acquire the property or proceeds which are being laundered or aimed at funding terrorism. In addition, the Bank processes personal data on the basis of its legitimate interests; such cases include e.g. direct marketing as well as market and customer analyses, which are made use of in marketing, business development and risk management. By using the payment service, the payment service user gives the Bank the specific consent to process such personal data that is required for providing the payment service.

- Storage time of personal data (section 21.2.)

The Bank stores personal data for as long as is required to fulfil the terms and conditions of the agreement as well as all requirements based on laws and statutes. In general, the storage time is 5-10 years from the termination of the contract.

- Data subject's rights (section 21.3.)

The data subject is entitled to obtain information on what personal data the Bank processes and also to demand that any faulty or deficient data be rectified.

- Additional information and contacts (section 21.4.)

The Bank's privacy statement is available online at www.handelsbanken.fias as well as at the bank's offices. Should you wish to exercise your rights, or if you have questions or complaints relating to how your personal data is processed, please use the online bank messaging facility to contact us, or phone Handelsbanken's customer service, or visit a branch office, or send a message to the data protection officer at Handelsbanken Finland at tietosuojavastaava@handelsbanken.fi, or send a letter to Handelsbanken, Tietosuojavastaava, Itämerenkatu 11–13, 00180 Helsinki. The contact information to our offices, customer service and data protection officer is also available on our website. You may submit a complaint about the processing of your data to the supervising authority. The contact information is available online at www.tietosuoja.fi.

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2. GENERAL TERMS AND CONDITIONS FOR EURO DENOMINATED PAYMENTS TRANSMITTED WITHIN THE SINGLE EURO PAYMENTS AREA CHANGES 1.10.2019

Removed references to money order service.

Scope of application (section 1.)

Scope has been enhanced to include also payment orders issued through a payment initiation service.

Definition of terms (section 2.)

Added definitions for

- **Payment initiation service** is a service in which a bank-external service provider, at the request of the payment service user, initiates payment order execution from a payment account kept by the bank.
- **SEPA Instant payment** is an account transfer in which funds are instantly transmitted to the recipient.
- **Service Price List:** The bank's fees and charges are available in the current service price list. In addition, the most representative services related to payment accounts are collected into the document Statement of Fees. The Service Price List and the Statement of Fees are available in the bank's offices and on the bank's website.

Issuance of payment order (section 3.)

Before

- The bank may compare the payment information against not only EU regulations on financial sanctions but also Finnish and foreign authorities' or similar bodies' notices and regulations and, where needed, request the payment service user to give further information on the payment. Banks and payment systems processing the payment may be obliged, under either legislation of the state where they are located or agreements concluded by them, to give information on the payer to authorities of other countries.

New

- The bank may compare the payment information to not only UN and EU regulations on financial sanctions and any decisions made under the sanctions program, but also to announcements and regulations issued by both domestic and foreign authorities or similar bodies, such as the United States Office of Foreign Assets Control (OFAC) (hereinafter, the former will be referred to as "economic sanctions"). In addition, according to its own risk assessment, the bank may limit payments traffic from or to such country or countries in which it assesses the practices to be insufficient for preventing money laundering, the financing of terrorism and the combating of other economic crime. If needed, the bank may demand that the payment service user provide additional information concerning the payment; the bank may also take other measures necessary due to economic sanctions or similar reasons. If such is the case, the bank is not obliged to initiate payment order execution or to transmit the payment in part or in total.

Receipt of payment order and commencement of execution (section 4.)

Added sentence

- The commencement date of a payment order for a SEPA Instant payment is the date on which the bank received the payment order in a manner acceptable to the bank.

Non-execution of payment order (section 6.)

Added reference to economic sanctions

- Neither the payer's nor the payee's bank is obliged to commence the execution of the payment order or to transfer the payment in part or in total if the payment order fails to meet the conditions set forth above in sections 3 and 5, or if the bank is unable to ensure the fulfilment of the conditions within the time frame set forth for payment transfers, or if the account to be debited shows an insufficient balance, or if the operation of the account is otherwise prevented, or if the payment order is in breach or might be in breach of economic sanctions, or if there is another justified reason for non-execution.

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Execution time for payment order (section 8.)

Added sentence

- The SEPA Instant payment is debited from the payer's account immediately upon receipt of the payment order.

Added a new section 14: Parties operating on behalf of the payer

- The payer may authorise a payment initiation service provider or some other party to issue payment orders to the bank in a manner acceptable to the bank.
- The bank is entitled to reject payment orders from a third party if the bank has a justified reason to suspect unlawful or fraudulent use of a payment account in connection with that third party.

Liability for damage and limitations on liability (section 16.)

Added sentence

- Neither is the bank liable for any damage caused by the payment initiation service provider's actions or omissions.

Supervisory authorities (section 24.)

Added contact information to the Swedish financial supervisory authority and Consumer Ombudsman

- Contact information to the Swedish financial supervision authority: Finansinspektion, P.O. Box 7821, SE-103 97 Stockholm, Sweden.
- Contact information to the Consumer Ombudsman: Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki, phone 029 505 3000 (switchboard).

Added a new section 25: Processing of personal data

Content is same as in terms and conditions for accounts.

3. GENERAL TERMS AND CONDITIONS FOR OUTGOING AND INCOMING NON-EURO-DENOMINATED PAYMENTS

CHANGES 1.10.2019

Definitions of terms (section 2.)

Added terms

- **Payment initiation service** is a service in which a bank-external service provider, at the request of the payment service user, initiates payment order execution from a payment account kept by the bank.
- **Service Price List** The bank's fees and charges are available in the current service price list. In addition, the most representative services related to payment accounts are collected into the document Statement of Fees. The Service Price List and the Statement of Fees are available in the bank's offices and on the bank's website.
- **Glossary:** The bank maintains a comprehensive glossary based on the respective EU glossary, concerning the most common services for payment accounts. The glossary is available at the bank's offices and on its website.

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Issuance of payment order (section 3.)

Before

- The bank may compare the payment information against not only EU regulations on financial sanctions but also Finnish and foreign authorities' or similar bodies' notices and regulations and, where needed, request the payment service user to give further information on the payment.

New

- The bank may compare the payment information to not only UN and EU regulations on financial sanctions and any decisions made under the sanctions program, but also to announcements and regulations issued by both domestic and foreign authorities or similar bodies, such as the United States Office of Foreign Assets Control (OFAC) (hereinafter, the former will be referred to as "economic sanctions"). In addition, according to its own risk assessment, the bank may limit payments traffic from or to such country or countries in which it assesses the practices to be insufficient for preventing money laundering, the financing of terrorism and the combating of other economic crime. If needed, the bank may demand that the payment service user provide additional information concerning the payment; the bank may also take other measures necessary due to economic sanctions or similar reasons. If such is the case, the bank is not obliged to initiate payment order execution or to transmit the payment in part or in total.

Receipt of payment order and commencement of execution (section 4.)

Added sentence

- Approval may require authorisation from the authorities, advance notification to the authorities, or other activities necessitated by economic sanctions.

Non-execution of payment order (section 6.)

Added reference to economic sanctions

- If the account to be debited shows an insufficient balance, or if the operation of the account is otherwise prevented, or if the payment order is in breach or might be in breach of economic sanctions, or if there is another justified reason for non-execution, neither the payer's nor the payee's bank is obliged to transfer the payment in part or in total.

Added a new section 14: Parties operating on behalf of the payer

- The payer may authorise a payment initiation service provider or some other party to issue payment orders to the bank in a manner acceptable to the bank. The bank is entitled to reject payment orders from a third party if the bank has a justified reason to suspect unlawful or fraudulent use of a payment account in connection with that third party.

Supervisory authorities (section 25.)

Added contact information to the Swedish financial supervisory authority and Consumer Ombudsman

- Contact information to the Swedish financial supervision authority: Finansinspektion, P.O. Box 7821, SE103 97 Stockholm, Sweden.
- Contact information to the Consumer Ombudsman: The Finnish Competition and Consumer Authority, P.O. Box 5, 00531 Helsinki, telephone 029 505 3000 (switchboard).

Added a new section 26: Processing of personal data

Content is same as in terms and conditions for accounts.

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