

The General conditions for loans and credits for commercial purposes

"This document has been translated from Danish into English. However, the original Danish text is the governing text for all purposes, and in case of discrepancy the Danish wording will be applicable."

General conditions for loans and credits for commercial purposes are effective from 1 October 2018. The conditions can also be seen at nordea.dk.

These general conditions are applicable to all loans or credits between the customer and Nordea Danmark, filial af Nordea Bank Abp, Finland (the "bank") unless otherwise specifically agreed in respect of the loan or credit.

1 General terms and conditions

The loan/credit is subject to the bank's General terms and conditions for corporate customers.

2 Interest and commission rates

The interest and commission rates are variable unless otherwise agreed.

If the loan or credit is in arrears or an account is overdrawn, the bank will without giving notice charge a higher interest rate/commission on any such arrears or overdrawn amounts.

Notice of alteration of interest and commission rates will be given by advertisements in the press, by letter to the customer, through the bank's office banking systems or via Netbank konto-kik. Changes of rates will also be advised on the bank statement immediately after the change.

3 Other charges and fees

In addition to the rates mentioned under condition 2, the bank may demand that the customer pays the following charges and fees:

- a Fees for reminders and any expenses arising from default by the customer, including legal fees and duties, charges etc payable to authorities and courts of law.
- b Any disbursements arising from the customer relationship as a consequence of statutory or public authority requirements, such as taxes and duties (including registration charge).
- c Any expenses for photocopies, insurance premiums and communication, such as postage, telephone and fax charges. These include the bank's expenses for answering enquiries from authorities regarding the customer relationship.
- d Any charges not included in the standard charges for the product in question.

4 Adjustment of the amounts payable

In the event of an increase in the interest or commission rates of a loan, both the customer and the bank may demand that the amounts payable be increased so as to maintain the term to maturity originally agreed upon for the loan. Likewise, the amounts payable may be reduced in the event of a reduction in the interest or commission rates unless, in the bank's opinion, the development in the customer's total commitment requires earlier repayment of the loan.

5 Accounting material

Each year the customer must submit its annual report/annual financial statements to the bank. If the customer's firm is a sole trader business, an aggregated statement of income and assets must also be submitted. The accounting material must be submitted to the bank less than 14 days after it has been prepared unless otherwise agreed.

Even if the customer according to law is not obliged to have its annual report/annual financial statements audited, the bank may, by giving reasonable notice, demand that the annual report/annual financial statements be audited. Furthermore, the bank may, by giving reasonable notice, demand that consolidated financial statements be prepared for the group of which the customer forms part and that these consolidated financial statements be audited.

6 Termination and repayment

The customer may repay the entire loan or credit without giving notice unless otherwise agreed.

The bank may call in the loan or credit at any time by giving 14 days' notice. This applies, for instance, if the loan or credit is terminated as part of a general change of the bank's lending policy or if the customer compromises the Nordea Group's corporate citizenship principles or if such termination is otherwise based on objective grounds. The bank may call in the loan or credit without giving notice if, in the bank's opinion, the customer's financial position deteriorates substantially.

7 Default

The bank may call in the loan or credit without giving notice and demand immediate repayment of the entire debt if the customer:

- a fails to pay any capital instalment or any interest, commission or other sum on the due date
- b exceeds an agreed credit limit without the bank's permission
- c does not comply with condition 5 or fails to supply on request any financial information of significance to the customer relationship other than the material referred to in condition 5, such as interim accounts, long-form audit reports, budgets etc (in respect of listed companies, this provision only applies to the extent that the said material can be submitted to the bank without contravention of the rules governing the disclosure obligations of listed companies) or does not observe a time limit set according to condition 5
- d does not inform the bank of changes in the company's management, ownership and Articles of Association, including inform the bank of mutual agreements between the owners, which, in the bank's opinion, are material to the customer's commitment with the bank
- e without the bank's prior consent pays extraordinary dividends representing an amount that, in the bank's opinion, is material to the customer's commitment with the bank
- f without the bank's prior consent acquires own shares representing an amount that, in the bank's opinion, is material to the customer's commitment with the bank
- g directly or indirectly makes funds available, grants loans or provides security for a third party's purchase of shares in the customer (or the customer's parent company) or for a parent company's liabilities without the bank's prior consent, representing an amount that, in the bank's opinion, is material to the customer's commitment with the bank
- h provides incorrect or misleading information of significance to the customer's commitment with the bank
- i becomes subject to legal proceedings if execution or attachment is levied against its assets or the mortgagee is given the right by the enforcement court to take possession of the customer's property, including garnishee proceedings in respect of a claim against the bank comprised by condition 9

- j that one of the customer's creditors has filed a petition to the bankruptcy court concerning a reorganisation of the customer
- k enters into solvent liquidation, suspends payments, initiates or becomes subject to reorganisation proceedings, obtains adjournment of the bankruptcy petition hearing, is adjudicated bankrupt, applies for debt rescheduling, enters into negotiations concerning a composition, becomes subject to insolvent administration of a deceased's estate or otherwise becomes subject to any other form of Danish or foreign insolvency proceedings irrespective of the nature of such proceedings
- l changes its business area fully or partly, including by phasing out or expanding its activities in such a manner that, in the bank's opinion, it is material to the customer's commitment with the bank
- m is merged with another undertaking (irrespective of the type of merger) without the bank's prior consent
- n takes up permanent residence outside Denmark, transfers significant activities to a country outside Denmark or moves its registered office abroad
- o passes away before the expiry of the term to maturity of the loan or credit
- p fails to fulfil any other obligations towards the Nordea Group (Nordea Bank Abp, Finland and its domestic and foreign subsidiaries)
- q fails to comply with the law or public authority requirements that are material to the customer's business operations.

If the loan or credit is secured by way of surety/guarantee or a charge, the loan or credit has also been defaulted on if any of the situations referred to in condition 14 arises.

8 Set-off

Without giving notice to the customer the bank may set off any outstanding claim that Nordea Bank Abp, Finland may have against the customer, whether due or not, against any amount that is or may become due to the customer from Nordea Bank Abp, Finland.

9 Close-out netting

The bank may demand final settlement by close-out netting in the event of default, see condition 7. Closeout netting may be made in respect of any present and future obligation between the customer and the bank that allows cash settlement, such as deposits and loans or credits, guarantee obligations, rights acquired by assignment and claims for delivery of securities, including surrender of securities transferred to the bank as collateral by way of security or as collateral transferring full ownership.

Claims comprised by master agreements on foreign currency, interest rate, index-linked and securities transactions are subject to close-out netting according to such agreements.

On close-out netting the current value of the bank's and the customer's obligations is calculated in Danish kroner or any other currency agreed on. Claims secured by a financial collateral arrangement or any other collateral arrangement are reduced by the proceeds of any collateral realised. The obligations thus calculated are set off in order to produce one net balance. If close-out netting according to clauses 1 and 2 is made simultaneously, the bank may choose to include the resulting balances in one aggregate close-out netting procedure.

The bank will submit a statement to the customer concerning the close-out netting. The bank may subsequently adjust the final close-out netting balance by the proceeds from any collateral realised later or finally settled claims according to obligations that

can only be calculated later, such as guarantee obligations or claims that fall due later.

10 Assignment of a claim under a close-out netting arrangement

Any assignment to third parties of a claim against the bank comprised by condition 9 must observe the bank's right to close-out netting.

11 Governing law and venue

Danish law will be applicable to the settlement of any disputes arising from the loan or credit.

Any legal action in connection with the loan or credit must be brought before a court of law in Denmark. However, at the bank's option legal action may be brought before a court of law in another country if the home court of the customer is in the country in question.

12 Change of address

The customer must notify the bank of any change of address.

If the loan or the credit is secured by way of a guarantee or charge, the following conditions will also apply:

13 Scope of the charge

If the charge has been provided by the customer (debtor), it will serve as security for any amount that is or may become owing from the customer to Nordea Group (Nordea Bank Abp, Finland and all its branches and domestic and foreign subsidiaries). In the event of realisation by order of the court of the assets charged (see condition 21) the bank is free to decide which part of the total debt is to be reduced by the proceeds from the sale of the assets or that the proceeds are to cover an amount owing to one of the said subsidiaries.

14 Other events of default

The bank may terminate the loan or credit without giving notice and demand immediate repayment of the debt if a surety/ guarantor or a chargor finds itself in one of the situations listed in conditions 6, 7c, 7h, 7i, 7k and 7m-p.

This provision also applies if assets charged are sold without the bank's prior consent or if, in the bank's opinion, the value of any assets charged is materially deteriorated and no additional security acceptable to the bank is provided or no corresponding reduction of the loan or credit is made within 14 days. The creation of any secondary charge not ranking after the charge agreed upon will be regarded as a material deterioration of the value of the assets charged.

15 Costs relating to the charge

The bank may demand payment of a custody fee for the assets charged. The bank may also demand that the customer pays any expenses incurred by the bank in attending to its interests as chargee, including the payment of any insurance premiums, expenses for inspection of the assets charged, legal fees etc.

16 Income from the charge

The charge includes any income from the charge, such as interest, dividends, current payments received, bonus on life insurance policies and proceeds of bonds drawn. Furthermore, the charge includes the right of shareholders to subscribe for new shares, receive bonus shares, subscribe for convertible bonds etc. The charge also includes any sums insured or rent receipts in respect of the assets charged. The bank may utilise the said income to reduce its claim. As long as the bank does not make use of this right, the income will be paid to the customer unless otherwise agreed.

17 The bank's interests in claims charged

The bank may exercise all the rights of the chargor to the claims charged. The bank may thus receive and give receipt for any amount, effect termination or recovery and issue documents of assignment to itself or any other party.

18 Voting rights and the convening of general meetings concerning shares and similar securities

The charge comprises any voting rights unless otherwise agreed. At the same time the chargor authorises the bank irrevocably to demand the convening of a general meeting on behalf of the chargor.

But the chargor may exercise these rights on behalf of the bank until the bank notifies the chargor of its intention to use the said rights.

The bank may have the charge registered in the company's register of shareholders with a request that notices convening general meetings etc should be sent to the bank.

The chargor must pass on immediately to the bank any notices or correspondence received about the shares or other securities charged.

19 Bonus shares and bonds drawn

The bank is authorised to request VP Securities to arrange for registration of the bank's right as a chargee to any bonus shares and bonds bought in replacement of any drawn bonds charged.

20 Reversal of payments made by the debtor

In the event that any payment in respect of the loan or credit is reversed, the pledgor must reestablish the bank's charge if the bank has released the charge. In case of surety/guarantee, the surety/guarantor is to resume its liability whether or not it has been notified of the reduction/repayment by the borrower or the bank.

21 Realisation of the assets charged

If the bank has to sell the assets charged in order to enforce its claim, such assets will be realised by a forced sale.

The bank may sell any pledged assets of its own accord. Any securities registered with VP SECURITIES A/S and any securities listed on Nasdaq Copenhagen or on any stock exchange outside Denmark may also be sold of the bank's own accord. Prior to any such sale the bank will request the pledgor by registered letter to meet the bank's claims within one week. This will not apply if an immediate sale is necessary in order to avoid or limit any loss, or if the bank does not know the pledgor's address.