

General Terms and
Conditions Rabo
Corporate Connect 2018



Rabobank

General Terms and Conditions Rabo Corporate Connect 2018

Inhoud

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SECTION I: GENERAL PROVISIONS

Definitions

In these General Conditions and the Agreement the following definitions are used:

Application Form:	a form designated by Rabobank which the Client can use to apply for a Security Device and related authorisations from Rabobank, and which the Client can use to change existing authorisations of a Security Device.
General Information:	non-client-specific information made available by Rabobank in Rabo Corporate Connect, e.g. exchange rates/share prices and market reports.
General Conditions:	these general conditions.
Batch:	Payment or Direct Debit Orders received by Rabobank simultaneously as one group in accordance with the Manuals.
Payment Order:	an instruction from the Client to Rabobank to carry out a Euro payment or a World Payment as described in the conditions governing the account to which such payment is charged.
Security Device:	the Security Device provided by Rabobank to the Client, including the security code pertaining to such Security Device, or a replacement of such Security Device designated by Rabobank, with which the Client can use Rabo Corporate Connect.
Electronic Service:	a service to be made available by Rabobank in Rabo Corporate Connect such as RCM, My Overview, Rabo Internet Banking Professional, RTA, or TransAct Valuta.
Accepted Options Form:	an Options Form accepted by Rabobank in accordance with the provisions of Article 4.
Manuals:	the manuals for Rabo Corporate Connect that are applicable to Rabo Corporate Connect.
Tool:	a device provided by Rabobank to the Client required to use Rabo Corporate Connect.
Direct Debit Order:	an instruction from the Client to Rabobank to carry out a (Corporate) Euro direct debit pursuant to a contract entered into between the Bank and the Client for Rabobank (Corporate) Euro direct debits or a replacement thereof.
Options Form:	a form designated by Rabobank through which the Client communicates to Rabobank its choices for the use of (an Electronic Service in) Rabo Corporate Connect.
Client:	the party or parties that have entered into the Agreement with Rabobank.
Client Information:	client-specific information on (the use of) products and services purchased by the Client from Rabobank or Rabobank partners.
Agreement:	the agreement entered into between Rabobank and the Client governed by the General Conditions.
Product Agreement:	an agreement entered into between Rabobank and the Client or a principal in respect of Rabobank services which can (also) be (partially) used through Rabo Corporate Connect.
Rabobank:	the Coöperatieve Rabobank U.A., with its registered office in Amsterdam.
Rabo Corporate Connect:	the Rabo Corporate Connect product to be supplied by Rabobank, of which the Electronic Services form part.
RCM:	the Electronic Service Rabo Cash Management
RTA:	the Electronic Service Rabo Trade Acces
Site:	www.rabobank.com/corporateconnect or any alternative site to be designated by Rabobank.
Workday:	the days designated as workdays in the Manuals.

2 Features of Rabo Corporate Connect

- 2.1 The Client can use Rabo Corporate Connect to perform a number of (legal) acts, e.g.:
- payment orders (in the Electronic Service "RCM") and in the Electronic Service Rabo Internet Banking Professional);
 - orders in connection with documentary payment transactions (in the Electronic Service "RTA"); and
 - currency transactions (in the Electronic Service "Transact Valuta").
- Some (legal) acts require Product Agreements. Moreover, the Client can use Rabo Corporate Connect to view information on its use of a number of Rabobank products (in the Electronic Service "My Overview"). Rabobank will also make information on, inter alia, exchange rates/ share prices available to the Client through Rabo Corporate Connect (in the Electronic Service "My Overview"). The features of Rabo Corporate Connect and the Electronic Services are described in more detail in the Manuals
- 2.2 Rabobank will at all times be entitled to change the features of Rabo Corporate Connect, this including the entitlement to change, supplement and terminate (parts of) Electronic Services. The features of Rabo Corporate

Connect also include the required Security Devices and Tools and any goods and services to be deployed by the Client (see Article 3.2). Rabobank will inform the Client of any such changes, or give the Client the opportunity to take cognisance thereof on the Site or otherwise.

- 2.3 Rabobank will make commercially sound efforts to enable the Client to use Rabo Corporate Connect during the periods described in the Manuals.
- 2.4 Rabobank will, e.g. in connection with fraud prevention or detection, monitoring the integrity of the banking sector, or third-party interests, without any prior notice being required, be entitled to take temporary or permanent (emergency) other measures that may affect the Client's use of Rabo Corporate Connect or parts thereof.
- 2.5 Rabobank will at all times be entitled to change limits on the use of Rabo Corporate Connect, including the limit referred to in Article 12.3 and the limits set forth in an Accepted Options Form, and to set (new) limits, such as limits on the number of Payment and Direct Debit Orders or Batches in any given period, the maximum amount per Payment or Direct Debit Order, the number of Payment and Direct Debit Orders per Batch, the total amount of the Payment and Direct Debit Orders in any given Batch, or the total amount of all Batches in any given period. Rabobank will notify the Client of the setting or changing of any such limits, or give the Client the opportunity to take cognisance thereof on the Site or otherwise.

3. Use & Suspension of Rabo Corporate Connect

The Client is to use Rabo Corporate Connect with due observance of the Manuals. The Client may not use Rabo Corporate Connect if it fails to perform its obligations arising from the Agreement.

- 3.1 The Client is to ensure uninterrupted availability, adequate security, and proper performance of the goods (e.g. computer systems) and (telecommunications) services required for Rabo Corporate Connect. The required goods and services and the way in which the Client must use them for Rabo Corporate Connect are described in the Manuals. Rabobank will at all times be entitled to change the specifications of the required goods and/or (telecommunications) services, and will notify the Client of any such changes, or give the Client the opportunity to take cognisance thereof on the Site or otherwise. Rabobank may collect, retain and use information on the goods and services of the Client referred to in this article if this is, or may be, useful for the use (including the protection of Rabo Corporate Connect and the prevention of abuse) or the improvement of Rabo Corporate Connect. This may include the retaining of historical and other data on the use of the Internet (e.g. IP addresses), devices (e.g. the Client's computer or mobile phone), software and sessions with systems of Rabobank. If Rabobank suspects, or wishes to prevent, abuse, it may exchange such data with other parties, such as banks or public/private intelligence agencies
- 3.2 Rabobank will be entitled, without any notice of default or other formalities being required, and without any liability to pay damages, to suspend all or part of (the use) of Rabo Corporate Connect with immediate effect:
 - if, in Rabobank's opinion, the Client fails to perform its obligations arising from the Agreement, or in the event of any difference of opinion on that subject between the Client and Rabobank, between Rabobank and any third parties, or between the Client and any third parties; or
 - in the event of inaccuracies, malfunctions, maintenance work, fraud or security incidents.If possible, Rabobank will notify the Client in advance of any such (intended) suspension. Rabobank will not be under any obligation to notify the Client of any suspension (in advance). This power to suspend will be without prejudice to any other rights of Rabobank, including the right to demand compensation of damage incurred, or to terminate the Agreement.

4. (Options) Form(s)

- 4.1 Before the Client can use Rabo Corporate Connect, the Client must have submitted an Options Form, that has been accepted by Rabobank. In the Options Form the Client will indicate, inter alia, how, and for which Electronic Services and for which Rabobank products or Product Agreements, it wishes to use Rabo Corporate Connect and what the relevant data are in that respect.
- 4.2 The Client is to sign the Options Form made available by Rabobank and subsequently fully completed by the Client, and to submit such form to Rabobank in accordance with the Manuals. Rabobank will notify the Client of the acceptance and of the starting date of the Accepted Options Form. If Rabobank accepts the Options Form, the Accepted Options Form will, with effect from the date referred to in the foregoing sentence, form an integral part of the Agreement.
- 4.3 The Client may request Rabobank to change an Options Form accepted by Rabobank by submitting a new Options Form to Rabobank in accordance with the provisions of Article 4.2. In derogation of the provisions of Article 4.2, only the changes requested by the Client need to be entered in the Options Form. Rabobank will notify the Client of the acceptance and of the starting date of the changes. The new Options Form will, thus, become (an integral part of) the Accepted Options Form. With effect from the date referred to in the previous sentence, the Agreement will also be amended in accordance with the new Accepted Options Form.

5. Security Device: Application Form

- 5.1 The Client can apply for and change a Security Device and the related authorisations by means of an Application Form. The Client will indicate the authorisations to be linked to each Security Device.
- 5.2 The Application Form is to be completed, signed and submitted to Rabobank in accordance with the Manuals.

6. Security Device, Binding Force and Use

- 6.1 In order to use Rabo Corporate Connect, the Client must have at least one Security Device. The Client is to use the Security Device with due observance of the Manuals. The Client may only use the Security Devices for (Electronic Services in) Rabo Corporate Connect.
- 6.2 The Client is obliged to ensure that every person who uses a Security Device knows these General Conditions and the Manuals. The Client warrants that that person will comply with and follow them as if he were the Client.
- 6.3 The Client will be irrevocably and unconditionally bound by all and any (legal) acts performed using a Security Device in/through Rabo Corporate Connect.
- 6.4 The Client will bear the risk of unauthorised use of the Security Device and will, to the exclusion of Rabobank, be responsible and liable for the use of Rabo Corporate Connect with a Security Device.
- 6.5 The Client warrants that the Security Devices will only be provided to, and can only be used by, individuals authorised to use them to perform (legal) acts through Rabo Corporate Connect on behalf of the Client. Moreover, the Client is to ensure that the Security Devices are used and secured with strict observance of its instructions.
- 6.6 The Security Device (and the related Security Code) is strictly personal. The Client warrants vis-à-vis Rabobank that the Security Devices are used and retained in a safe manner such that unauthorised individuals do not have access to the Security Devices. The Client will in that context take at least the measures described in the Manuals.
- 6.7 The Client must immediately verify the correctness of any communication from Rabobank to the Client on the use of Security Devices or changes in authorisations linked thereto. If the Client is of the opinion that any such communication is not correct, or doubts its correctness, the Client is to notify Rabobank thereof in accordance with the Manuals.
- 6.8 As soon as the Client knows, or suspects, that:
 - a Security Device has been lost or stolen;
 - a Security Device is being, or can be, used by an unauthorised individual;
 - a Security Device has been/is being, or can be, used contrary to its instructions;
 - the security code pertaining to a Security Device is, or may be, known to an unauthorised individual,the Client is to notify Rabobank thereof immediately in accordance with the Manuals. Rabobank will disable the relevant Security Device as soon as reasonably possible after receiving notification.
- 6.9 Rabobank may also disable the use of a Security Device at its own initiative, if Rabobank deems the Security Device no longer safe, or if Rabobank itself suspects or discovers that the Security Device is used in an unauthorised or fraudulent manner.
- 7.0 The Security Devices will remain the property of Rabobank. At Rabobank's request the Client will immediately return a Security Device to Rabobank and/or start using a replacement Security Device (and/or a replacement security code). The Client will bear the risk of damage to and/or loss of Security Devices.

7. Security Device: identification

The users of Security Devices must be identified in accordance with the applicable legislation.

Subject to certain conditions, Rabobank can enable the Client to carry out this identification on behalf of Rabobank. In that case, a separate agreement for the outsourcing of that identification will be signed.

If the Client does not carry out the identification of the users of Security Devices itself, the user is required to let him- or herself be identified at Rabobank in accordance with the Manual.

8. Tools

- 8.1 Rabobank will make the Tools required for the use of Rabo Corporate Connect available to the Client. The Client may only use a Tool for Rabo Corporate Connect, unless Rabobank permits a different form of use. The Client is to follow the instructions in the Manuals in that respect.
- 8.2 The Client is to handle the Tool with due care. The Client will also ensure that the Tool is not damaged or subject to unusual wear and tear.
- 8.3 The Tools will remain the property of Rabobank. At Rabobank's request the Client will immediately return a Tool and/or start using a replacement Tool. The Client will bear the risk of unauthorised use of, damage to and/or loss of the Tools.

9. Reporting Malfunctions in Rabo Corporate Connect

The Client is to report any malfunctions in Rabo Corporate Connect discovered by it to Rabobank, in accordance with the Manuals. Any malfunctions in its own goods and services (see Article 3.2) are to be remedied by the Client itself.

10. Communication

- 10.1 Rabobank may provide information to the Client in various ways. Rabobank will determine when and how it will provide such information to the Client, e.g. by email, on the Site, in the Rabo Corporate Connect Dashboard or in writing.
- 10.2 Rabobank may provide information to the Client on the Site. This is why the Client is to check the Site for new information on Rabo Corporate Connect at least once a month.
- 10.3 The Client must use the address and contact details for Rabobank described in the Manuals for communications to Rabobank. Rabobank will be entitled to change its address and contact details and is to notify the Client of any such changes.
- 10.4 The Client address and contact details that Rabobank may use for any communications to the Client are described in the Accepted Options Form. The Client will be entitled to change these details and is to notify Rabobank of any such changes in a timely fashion in accordance with the Manuals.
- 10.5 The explanatory notes to the Options Form describe the type of communications for which the email addresses included therein by the Client may be used. The Client will ensure that email sent by Rabobank to an email address described in an Accepted Options Form will at all times be dealt with by the Client adequately and in a timely fashion.
- 10.6 Any communication between the Client and Rabobank will be subject to the Manuals.

11. Duty to Verify

The Client will at all times be under the obligation to check information made available to it on its use of Rabo Corporate Connect, Product Agreements and/or agreements entered into with Rabobank divisions or Rabobank partners without delay.

SECTION II: Special provisions for certain Electronic Services

Further to the provisions in sections I and III of these General Conditions, which apply to all Electronic Services, this Section II sets out provisions for each Electronic Service that apply solely to the Electronic Service concerned.

Electronic Service “RCM”

The articles 12 to 17 below apply to the Electronic Service RCM

12. “Carrying out Payments (Euro/World)” & “Carrying out Euro direct debits (B2B/B2C)”

- 12.1 General Terms and Conditions Rabo Corporate Connect 2018 The Client can use “RCM”, inter alia, to submit (Batches with) Payment and Direct Debit Orders for the Euro Payments, World Payments, Euro direct debit and Corporate Euro direct debit payment services to Rabobank and/or to receive information from Rabobank.
- 12.2 The Product Agreements apply to the Direct Debit and Payment Orders . If Direct Debit and Payment Orders are submitted via RCM, these General Conditions also apply to them
- 12.3 The Client may not use Rabo Corporate Connect for the structural or occasional supply of more than 100,000 Payment and/or Direct Debit Orders in any given calendar month, if such is not provided for in the Accepted Options Form.

13. Submission of Payment and Direct Debit Orders

The Manuals describe the procedure to be followed by the Client for submission of Payment and Direct Debit Orders described in the Accepted Options Form through Rabo Corporate Connect.

14. Receipt of Payment and Direct Debit Orders

- 14.1 A Payment or Direct Debit Order will be deemed to have been received by Rabobank as soon as such order has been received by the Rabobank system described in the Manuals. Rabobank will confirm receipt according to the procedure described in the Manuals.
- 14.2 If Rabobank receives a Payment or Direct Debit Order after the deadline for receipt relevant to the order as set forth in the Manuals, such order will be deemed to have been received by Rabobank on the following Workday.

15. Agreement to Execution of Submitted Payment and Direct Debit Orders

By electronically signing Payment and Direct Debit Orders submitted through RCM for approval using a Security Device, in accordance with the Manuals, the Client agrees to the performance of such orders.

16. Consultation of Client Information through RCM

The Manuals describe in what way and at what times the Client can consult the information described in the Accepted Options Form through RCM.

17. Multibanking in RCM

- 17.1 The following definitions are used in Article 17:
 - ASB (Account Servicing Bank): a financial institution designated by Rabobank to which the Client can also give Multibanking Orders and from which it can receive Multibanking information.
 - ICM account: an account included in an Accepted Options Form held by the Client with ASB.
 - Multibanking Order: the order given to Rabobank by the Client In Multibanking to send a SWIFT MT101 message to the ASB.
 - Multibanking information: the Information provided to the Client by Rabobank In Multibanking on the basis of a SWIFT MT94X message received by Rabobank from the ASB.
 - SWIFT message: a message sent by Rabobank or ASB through SWIFT (Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) SCRL, a cooperative society under Belgian law with registered office in Belgium).
- 17.2 The Client can use Multibanking to give Multibanking Orders to and /or receive Multibanking information from an ASB. The Multibanking Order is not a payment order to Rabobank. The Client may only address Multibanking Orders to ASBs included in an Accepted Options Form. Rabobank is solely required to provide Multibanking Information on the basis of SWIFT MT94x messages coming from ASBs included in an Accepted Options Form. The other features of Multibanking are described in the Manuals. Rabobank will at all times be entitled to change the features of Multibanking and will notify the Client of any such changes, or give the Client the opportunity to take cognisance thereof on the Site or otherwise.
- 17.3 The Client will, to the exclusion of Rabobank, be responsible for:
 - a. making agreements with ASB on the (legal) consequences, including the carrying out by ASB as payment transactions of SWIFT MT101 messages sent by Rabobank to the ASB on the basis of a Multibanking order;

- b. everything the ASB does or omits to do with regard to SWIFT MT101 messages that Rabobank has sent to the ASB on the basis of a Multibanking Order
 - c. the timely and complete sending of SWIFT MT94* messages by the ASB to Rabobank that Rabobank can make available to the Client as Multibanking Information.
 - d. the accuracy, being up-to-date and completeness of the SWIFT MT94* messages send to Rabobank by the ASB.
 - e. the accuracy of the details included by the Client in a Multibanking Order.
- 17.4 The Client is to make arrangements with ASB at its own expense and risk on the consequences of a SWIFT MT101 message send to the ASB by Rabobank on the basis of a Multibanking Order. Rabobank is not a party to these arrangements and not responsible for compliance with them by the ASB.
- 17.5 Multi Banking Orders and Multibanking Information will be deemed to have been received by Rabobank as soon as that Multibanking Order or Multibanking Information has been received by the Rabobank system described in the Manual. Rabobank will confirm receipt according to the procedure described in the Manual.
- 17.6 If Rabobank receives the Multibanking Order or Multi Banking information after the deadline for receipt relevant to the Multibanking Order or Multi Banking information as set forth in the Manual, this Multibanking Order will be deemed to have been received by Rabobank on the following Workday. If Rabobank receives the Multi Banking order on a day that is not a Workday, the next Workday will be deemed to be the day of receipt.
- 17.7 Rabobank will convert the Multi Banking order into a SWIFT MT101 message in accordance with the Manual and send that SWIFT message to the SWIFT address of the ASB in accordance with the Manual.
- 17.8 Rabobank is entitled to discontinue the use of Multi Banking for an ASB included in an Accepted Options Form. Rabobank will inform the Client accordingly.

Electronic Service Rabo Internet Banking Professional

The articles 18 to 20 below apply to the Electronic Service Rabo Internet Banking Professional.

18. Separate agreement

- 18.1 It is possible to use the Rabobank product Rabo Internet Banking Professional as an Electronic service as well via Rabo Corporate Connect. If the Client wishes to use Rabo Internet Banking Professional as an Electronic service as well via Rabo Corporate Connect, the Client must be able to use Rabo Internet Banking Professional pursuant to a separate agreement with Rabobank. It will then be possible to use Rabo Internet Banking Professional both via the normal site for Rabo Internet Banking Professional and as an electronic service via Rabo Corporate Connect.
- 18.2 The features of Rabo Internet Banking Professional when used as an Electronic service in Rabo Corporate Connect are described in the Manuals. Those features differ from the features of Rabo Internet Banking Professional when used via the normal site for Rabo Internet Banking Professional.
- 18.3 Certain functions of Rabo Internet Banking Professional described in the Manuals cannot be used in combination with certain accounts designated by Rabobank. The Client can ask Rabobank which accounts those are.
- 18.4 In the event of any conflict between the provisions in these General Conditions and the provisions in the conditions that are applicable to the separate agreement concerning Rabo Internet Banking Professional the latter conditions shall prevail. The provision in the preceding sentence shall not apply for the provisions in articles 18 to 21 of these General conditions.

19. Rabo Internet Banking Professional in Manuals

The provisions of the Manuals also apply to the use of Rabo Internet Banking Professional as an Electronic service via Rabo Corporate Connect.

Authorisation function instead of Options Form

In derogation from the provisions in article 4 of these General Conditions, no Options Form is required for the use of Rabo Internet Banking Professional as an electronic service via Rabo Corporate Connect. The Client is required to inform Rabobank in the authorisation function of Rabo Internet Banking Professional, inter alia, of how and for which Rabobank products and/or Product agreements it wishes to use Rabo Internet Banking Professional, and what the relevant details and settings for these are.

20. Authorisation function and Application form

The following applies if Rabo Internet Banking Professional is used as an Electronic service via Rabo Corporate Connect. Security Devices that can be used solely for Rabo Internet Banking Professional are not applied for and changed by means of an Application Form but in Rabo Internet Banking Professional. If a Security Device is also used for another Electronic service, the Security Device must be applied for by means of an Application Form. In that case the Client must also link the Rabo Internet Banking Professional authorisations to a Security Device, and change them, via the authorisation function.

Changing Rabo Internet Banking Professional authorisations shall also include modifying existing authorisations , adding new authorisations and cancelling authorisations .

Electronic Service “TransAct Valuta”

The articles 21 to 23 below apply to the Electronic Service TransAct Valuta.

The Client can use the Electronic Service “TransAct Valuta”, inter alia, to carry out currency transactions.

21. Confirmation

Rabobank will, instead of providing a written Confirmation (as defined in the relevant Product Agreement), be entitled to provide such Confirmation electronically and/or through (TransAct Valuta in) Rabo Corporate Connect.

22. Information, Communications, Notifications

If, in addition to the Client, other entities with permanent organisational ties with the Client, including, but not limited to, group companies of the Client or companies dependent on the Client, use TransAct Valuta, Rabobank will be authorised to provide/issue all information, communications and notifications both to the Client and to any such entity. Such entity, which may also be a Client, will be under an obligation to inform the other entities of the information, communication or notification from Rabobank. Each entity, including the Client, has authorised each of the other entities to, also on its behalf, receive and take cognisance of all communications and notifications issued by Rabobank. Each entity, including the Client, will be authorised, also on behalf of all other entities, to issue communications and notifications to Rabobank. The Client warrants that each entity has agreed to, and will comply with, this agreement.

23. Netherlands Arbitration Institute

In derogation of the provisions of the Agreement, all and any disputes in connection with the Electronic Service “TransAct Valuta” and any ensuing further agreements, will be settled in accordance with the Arbitration Regulations of Netherlands Arbitration Institute, unless Rabobank decides to submit the dispute to the competent Dutch court. The arbitration court will consist of three arbitrators. The place of arbitration will be Utrecht, the Netherlands. The arbitration court will decide in accordance with the rules of law. Joinder of the arbitration proceeding with another arbitration proceeding as provided for in Article 1046 of the Dutch Code of Civil Procedure (“Rv”) is excluded.

Electronic Service “My Overview”

The articles 24 to 26 below apply to the Electronic Service My Overview.

24. General Information

24.1 Rabobank may provide the Client with General Information through the Electronic Service “My Overview” in Rabo Corporate Connect. General Information can be viewed in My Overview using any Security Device issued to the Client. The Client may use such General Information for its own internal purposes only.

The Client may not:

- download, copy, print General Information or reproduce such information in any other manner;
- edit General Information;
- make General Information available to third parties, and may not grant third parties any rights or access to such General Information. The Client is to use the General Information with due observance of the Manuals.

24.2 Rabobank uses its best efforts to ensure good quality of the General Information. Rabobank does not, however, warrant that the General Information provided to the Client is correct, up to date and/or complete, or is free of any other defects. The Client must therefore check the General Information provided by Rabobank before using such General Information. The Client will use the General Information under its own responsibility and at its own risk. The Client will indemnify Rabobank against internal damage and against third-party claims that are directly or indirectly (partially) the result of defects in, or the use of, the General Information.

24.3 The General Information does not constitute advice. No rights may be derived from the General Information.

24.4 Rabobank will be entitled to change or discontinue the provision of General Information or parts thereof without prior announcement.

25. Client Information

25.1 The Client may request Rabobank to provide Client Information by means of an Options Form through “My Overview” in Rabo Corporate Connect. For each Security Device, the Client can request Rabobank to view (certain) Client Information in in “My Overview” with it in accordance with the Manuals, or to change or discontinue the viewing function of the Security Device.

25.2 Rabobank will use its best efforts to ensure good quality of the Client Information. Rabobank does not, however, warrant that the Client Information provided to the Client is correct, up to date and/or complete, or is free of any other defects. The Client must therefore check the Client Information provided by Rabobank before using such Client Information. If the Client discovers inaccuracies in the Client Information, the Client is to notify Rabobank or the Rabobank partners with which the Client has entered into the contract to which the relevant Client Information relates without delay. The Client will indemnify Rabobank against internal damage and against third-party claims that are directly or indirectly (partially) the result of defects in, or the use of, Client Information.

25.3 Rabobank will be entitled to change or discontinue the provision of Client Information or parts thereof without prior announcement.

26. Alerts

The Client can use the Options Form to indicate the alerts that it wishes to receive.

SECTION III: Other provisions

27 Rates

- 27.1 The rates owed by the Client to Rabobank in consideration of (the use of) Rabo Corporate Connect are set forth in the Agreement.
- 27.2 Rabobank may change the (amount of the) rates, the computation and settlement period and the computation and settlement method thereof, and charge new fees. Rabobank will notify the Client at least thirty days prior to the effective date of any change in rates, the computation and settlement period, or the computation and settlement method, or the charging of new fees, or give the Client the opportunity to take cognisance thereof on the Site.

28. Term of the Agreement

- 28.1 The Agreement has been entered into for an indefinite period of time. Either the Client or Rabobank may terminate the Agreement by written notice, with due observance of a notice period of at least thirty days.
- 28.2 Rabobank may terminate the Agreement with immediate effect, without any notice of default or other formalities being required, and without any liability arising on its part to pay damages or to refund any fees to the Client:
- if the Client fails to perform any of its obligations ensuing from the Agreement, the Accepted Options Form, these General Conditions, and/or the Manuals;
 - in the event that the Client files for bankruptcy or is declared bankrupt or files for, or is granted, a moratorium on payment of its debts, or in the event of a guardianship order against the Client and/or in the event of the Client's death;
 - in the event of an administration order against the Client and/or in the event of attachment of all or part of the Client's assets;
 - in the event that a statutory debt rescheduling scheme is declared applicable to the Client;
 - in the event of discontinuation and/or termination and/or transfer of all or a substantial part of the Client's business;
 - if the Client is a legal entity: in the event of the Client's dissolution, merger and/or demerger;
 - if, in Rabobank's opinion, the relationship between Rabobank and the Client, or the Client's use of Rabo Corporate Connect, causes, or may cause, damage to the reputation of Rabobank and/or the image of Rabo Corporate Connect, or jeopardises the integrity of the banking sector,
- or in the event of similar (legal) facts or circumstances under foreign or international law.
- 28.3 Termination of the Agreement will not release the Client from its obligations thereunder which, by their nature, survive termination, including - but not limited to - the provisions of Articles 8, 31, 33 and 35 to 39 inclusive.
- 28.4 The termination of the Agreement will not have any (legal) consequences for the (legal) acts which the Client has performed using Rabo Corporate Connect. Rabobank will, however, be entitled not to carry out any orders provided to it through Rabo Corporate Connect that have not yet been carried out.
- 28.5 The communication relating to the (legal) acts performed using Rabo Corporate Connect will after termination of the Agreement take place in accordance with the provisions of the Manuals.

29. Manuals

- 29.1 (The use of) Rabo Corporate Connect will be governed by the Manuals. The Manuals are available on the Site or will be otherwise communicated or made available by Rabobank to the Client. An overview of the applicable Manuals is available on the Site. The Client will be under the obligation to strictly observe the Manuals.
- 29.2 Rabobank may amend the Manuals, and will notify the Client of any such amendments or give the Client the opportunity to take cognisance thereof on the Site.
- 29.3 The Client will ensure that the Client and the third parties engaged by it are fully aware of the contents of the Manuals to the extent relevant to their work.

30. Publicity

The Client may not disclose the existence of any relationship with Rabobank or use the Rabobank name or logo in any publications (including the Client's website) or advertisements without the prior written consent of Rabobank.

31 Client Details

- 31.1 The Client warrants the correctness and completeness of the information provided by it to Rabobank. The Client will, in accordance with the Manuals, immediately notify Rabobank of any changes to the details provided by it to Rabobank.
- 31.1 Rabobank may collect, retain and use information on the Client's use of Rabo Corporate Connect for the purpose of improving Rabo Corporate Connect.

32. Audit

If, in Rabobank's opinion, there are reasonable grounds to doubt proper performance by the Client or any third parties engaged by it with respect to the obligations under the Agreement, Rabobank may have an independent party audit the Client's accounting records and (computer) systems. The Client will render its full cooperation to such party in the performance of the audit. The costs of the audit will be payable by Rabobank, unless the audit reveals that the Client or any third party engaged by it has failed in the performance of the above-mentioned obligations. In the latter event, the Client will be under the obligation to reimburse Rabobank for the, in Rabobank's opinion, reasonable costs of the audit.

33. Relationship with Third Parties

33.1 Rabobank may use third-party goods and/or services in the performance of the Agreement. Rabobank will observe due care in its choice of such third parties.

33.2 The Client may, at its own expense and risk, engage the services of third parties in the performance of the Agreement. The Client will ensure that the third parties engaged by the Client are fully aware of, and bound by, the obligations ensuing from the Agreement for the Client. The Client will ensure that such third parties engaged by it will at all times properly perform such obligations, and will, on Rabobank's demand, enforce performance of such obligations in court.

The Client is aware that the engaging of third parties entails risks.

The Client will observe due care in its choice and engagement of the third parties.

The Client will, on Rabobank's demand, inform Rabobank in writing of the name and address details of the third parties engaged by it.

34. Client's Authority/Representation

34.1 The following applies if the Client is a legal entity, a partnership, a limited partnership or a general partnership and/or if the Agreement has been entered into by several Clients:

- a. Each direct or indirect (executive/non-executive) director, (general) partner, partner and/or Client will be deemed to hold a perpetual and unrestricted power of attorney under Dutch law, with the right of substitution, from each of the aforesaid legal entities, from each of those direct or indirect directors, from each Client, to independently perform, on behalf of the/each Client, all (legal) acts, including acts of disposition, for the purpose of the implementation of or in connection with the Agreement, the General Conditions, and the Manual. The power of attorney will not end by the death of, or guardianship order against, a principal. Such power of attorney will include, but not be limited to, the power of a direct or indirect (executive/non-executive) director, (managing) partner, partner and/or Client to perform all such (legal) acts using an electronic service agreed (in his private capacity) with Rabobank. In those cases the direct or indirect (executive/non-executive) director, (managing) partner, partner and/or Client is deemed to (also) act in his capacity of a holder of power of attorney. Rabobank will never be under an obligation to deal with a (substituted) holder of a power of attorney. Termination of a power of attorney may be invoked against Rabobank only after Rabobank has been notified thereof in writing. Rabobank will be entitled to continue to perform (legal) acts and orders given to Rabobank given to Rabobank by a former holder of a power of attorney as referred to in this article, before or shortly after Rabobank has received the notice of termination/revocation, if it cannot reasonably prevent such performance.
- b. If and as long as a director, (managing) partner, partner and/or holder of a power of attorney has not been identified and verified as such, Rabobank will not be under an obligation to perform (legal) acts, including acts of disposition, of that director, (managing) partner, partner and/or holder of power of attorney.
- c. Rabobank is only required to provide information to one client. That client is obliged to give this information to the other clients and/or insofar as necessary to (substituted) holders of a power of attorney as well.

35. Liability

35.1 Without prejudice to any other provisions in the General Conditions regarding liability, and unless arising as a result of its wilful misconduct or gross negligence, Rabobank will not be liable for any damage directly or indirectly arising as a result of:

- failure by the Client to perform the provisions of the Agreement, the Accepted Options Form, the General Conditions, or the Manuals;
- international conflicts;
- violent or armed actions;
- measures of any national, foreign or international government;
- measures of any national, foreign or international (regulating) agency;
- boycott campaigns;
- industrial actions at third parties or by internal staff;
- failure or suspension of electricity supply, telecommunications services or connections, or of hardware or software of Rabobank or the third parties engaged by Rabobank;
- failure by third parties engaged by Rabobank in the performance of the Agreement.

35.2 In no event will Rabobank be liable for any indirect damage, including but not limited to lost profit, damage as a result of business interruption, or consequential damage.

35.3 Rabobank's liability will also be limited to a maximum equal to the sum of the amounts paid to Rabobank under the Agreement during a period of twelve months preceding the event causing the damage, less the total amount of damages already due and/or paid by Rabobank to the Client in connection with the Agreement during such twelvemonth period.

36. Evidence

The data retained by Rabobank or any third parties engaged by it, including the data on the use of Security Devices, will serve vis-à-vis the Client as full evidence, barring contrary evidence provided by the Client.

37. Exclusion

The Agreement and the General Conditions will not be governed by Articles 516, 517, 518, 519, 520 (1), 522 (2), second sentence, and (3), 526, 527, 529 to 531 inclusive, 534, 542, 543, 544, and 545 of Book 7 of the Dutch Civil Code [Burgerlijk Wetboek], and the regulations based on Title III of the Directive as referred to in Article 514 of Book 7 of the Dutch Civil Code.

38. Amendment of the General Conditions

Rabobank will at all times be authorised to make additions and/or amendments to, and/or to replace, these General Conditions. Rabobank will notify the Client at least thirty days prior to the effective date of any addition and/or amendment to and/or replacement of these General Conditions, or give the Client the opportunity to take cognisance thereof on the Site or otherwise.

39. Merger/Assignment/Demerger

- 39.1 All powers (including powers of attorney), rights and obligations of Rabobank may, after a legal merger or demerger of Rabobank, (also) be independently - and jointly and severally - exercised or performed by Rabobank's successor(s) in title.
- 39.2 Rabobank will be authorised to assign all or part of the rights under the Agreement and/or the legal relationship(s) in existence between itself and the Client, together with the associated ancillary rights, to a third party. By signing the Agreement the Client hereby grants its consent thereto in advance, should the occasion arise.
- 39.3 After a merger, demerger or assignment, any reference in the General Conditions and in the Agreement to "Rabobank" is to be deemed to include Rabobank's successor(s) in title.

40. Address for Service

A Client without an address known to Rabobank will be deemed to have chosen address for service at the head office of Rabobank. All and any communications and documents destined for the Client may be delivered and/or served at such address.

