

conditions of Personal Package

Consisting of:

- » General Conditions of ABN AMRO Bank N.V.
- » General Access Conditions of ABN AMRO
- » General Conditions for Personal Access Code
- » Conditions for Consumer Payment Services
- » General terms and conditions ABN AMRO Credit Card
- » General terms and conditions ABN AMRO Gold Card
- » Conditions of Direct Sparen
- » Conditions of Direct Kwartaal Sparen
- » Conditions of Vermogens Spaarrekening
- » Conditions for Joint Account
- » General Conditions for ABN AMRO Stand-By Service

General Conditions ABN AMRO Bank N.V.*

(in Dutch: 'Algemene Voorwaarden ABN AMRO Bank N.V.')

This is a translation of the original Dutch text. This translation is furnished for the customer's convenience only. The original Dutch text will be binding and shall prevail in case of any variance between the Dutch Text and the English translation.

General Conditions ABN AMRO Bank N.V. consisting of:

Part I. General Banking Conditions

(in Dutch: 'Algemene Bankvoorwaarden')

Part II. Client Relationship Conditions

(in Dutch: 'Voorwaarden Cliëntrelatie').

I. General Banking Conditions

These General Conditions were drawn up in consultation between the Netherlands Bankers' Association and the consumers' organisation 'Consumentenbond' within the framework of the Co-ordination Group on Self-regulation Consultation of the Socio-Economic Council (SER) and will become effective on November 1st 2009.

No consultations took place on other (product-related) conditions that may be applicable**. The Consumentenbond reserves the right to start collective legal action against such conditions.

Article 1. Scope

The provisions of these General Banking Conditions shall apply to all existing and future legal relationships between the Bank and the Customer to the extent that it is not otherwise provided in agreements and/or in special conditions. General conditions that a foreign branch of the Bank applies to its legal relationships with the Customer shall prevail above these General Banking Conditions in the event of a conflict between the two. If other general conditions apply or are declared applicable by or on behalf of the Customer, these shall not apply in the legal relationship with the Bank, unless the Bank has agreed to this in writing.

Article 2. Duty of care of the Bank and of the Customer

1. The Bank shall exercise due care when providing services. In its provision of services, the Bank shall take the Customer's interests into account to the best of its ability. None of the provisions of these General Banking Conditions or of the special conditions used by the Bank shall detract from this principle.
2. The Customer shall exercise due care vis-à-vis the Bank and shall take the Bank's interests into account to the best of his ability. The Customer shall enable the Bank to fulfil its statutory and contractual obligations and to render its services correctly. The Customer shall not make improper or illegal use (or allow improper or illegal use to be made) of the services and/or products of the Bank, also including use that conflicts with laws and regulations, serves criminal activities or is damaging to the Bank or to its reputation or to the integrity of the financial system.

Article 3. Activities and objectives

The Customer provides information to the Bank, taking into account the applicable privacy laws, at its first request, about the Customer's activities and objectives and about the reason for the (intended) use of the services and/or products of the Bank. Upon request, the Customer informs the Bank as to the origin of the funds and securities deposited with the Bank or that are to be deposited with the Bank and of goods that have been given to the bank to hold in (open) custody.

Article 4. Non-public information

In providing its services, the Bank does not have to make use of non-public information, including price-sensitive information.

* Translation of 'Algemene Voorwaarden ABN AMRO Bank N.V.', formerly translated in English as 'General Banking Conditions'. Any references in bank documents to 'General Banking Conditions' should be understood as references to Part I and II of the General Conditions ABN AMRO Bank N.V. jointly, unless it is obvious that only Part I is intended.

**Explanation bank: the Client Relationship Conditions are an example of such other conditions.

Article 5. The Bank or third parties as the counterparty

1. In providing its services, the Bank may make use of third parties and may (partially) outsource activities. The Bank may give goods, documents of title, securities or financial instruments that belong to the Customer, whether or not held in the name of the Bank, to third parties in custody or have these administered by third parties.
2. If the Customer gives the Bank an order or an authorisation, the Bank may also do business with itself as a counterparty in order to execute the order or authorisation, and the Bank may also transfer this order or authorisation to a third party.
3. The Bank takes the necessary care into account in the selection of third parties. In the event that the Customer has called in or appointed a third party, the consequences of this choice are for the account of the Customer.

Article 6. Risk of dispatches

If the Bank, by order of the Customer, dispatches funds or financial instruments, including securities, to the Customer or to third parties, such dispatch shall be at the Bank's risk. If the Bank, by order of the Customer, dispatches other goods or documents of title to the Customer or to third parties, such dispatch shall be at the Customer's risk.

Article 7. Customer data

The Customer and the Customer's representatives are obliged to cooperate with the Bank and to provide information in order to determine and verify their identity, their citizen's (services) identification number, date of birth, civil status, legal capacity and authorisation to act, postnuptial agreement, partnership agreement, legal form, place of residence or place of establishment, and insofar as applicable, the registration number with the chamber of commerce and/or other registers and their VAT number. The Customer must inform the Bank as soon as possible of any changes in this information. The Bank may make copies of documents, which provide evidence of this information, and the Bank may record and file this information. If the Customer is a legal person or form of cooperation, the Customer and its representatives are also obliged, at the Bank's first request, to give the Bank insight into the ownership and control structure of the legal person or the form of cooperation.

Article 8. Signature

The Customer and his representatives shall deposit an example of their handwritten signatures at the Bank's first request at the Bank in a manner and/or in a form as determined by the Bank. The example provided by a person is deemed to be the representation of the Customer's current handwritten signature, regardless of the capacity in which the Customer acts vis-à-vis the Bank, until the Bank has been notified of a change.

Article 9. Authorisation and power of representation

1. The Customer may grant a third party a power of attorney to do business with the bank on his behalf. The authorised representative is not authorised to transfer the power of attorney granted to him to a third party. The Customer is liable vis-à-vis the Bank for the fulfilment of obligations, which have been entered into by the authorised representative. The Bank can demand that an authorisation is granted in a specific manner and/or in a specific form and/or according to a specific procedure. The Bank is not obliged to (continue) to do business with an authorised representative.
2. If the authorisation of a representative of the Customer is revoked or a change occurs with regard to the authorisation, the Customer is obliged, notwithstanding the registration in public registers or the publication thereof, to notify the Bank as soon as possible of this revocation or change. The Bank may (continue to) legally execute orders that have been given to the Bank by a representative before or shortly after the Bank has received notification of the revocation if the Bank could not reasonably prevent the execution.
3. The General Banking Conditions and all other provisions, rules and limitations that apply between the Customer and the Bank also apply to the representative in connection with the execution of his representation. The Customer is responsible for the compliance with the above by his representative and shall ensure that the Customer and the representative keep each other fully informed about everything that is important for them or could be important for them as Customer and representative.

Article 10. Personal data

The Bank may process personal data of the Customer and the Customer's representatives, as well as data regarding the products and services purchased by the Customer, taking into account the applicable laws and regulations and the codes of conduct that apply to the Bank and the Bank may exchange this data within the group to which the Bank belongs in connection with customer relationship management, to prevent and combat criminal activities and for commercial purposes. Personal data can also be exchanged with third parties that that Bank makes use of in its business operations or in providing its banking services. This can entail, inter alia, in connection with payments, the passing on of personal data to third parties in countries that do not have the same level of protection as in the Netherlands. Personal data can be the subject of an investigation by authorised national authorities of the countries where such data is located in connection with the processing of the data both during and after the processing.

Article 11. (Video and audio) recordings

The Bank may, within the boundaries of the applicable laws and regulations, make (audio and video) recordings for the purpose of sound business operations, providing evidence, combating criminal activities and monitoring quality. If the Customer requires the Bank to comply with an obligation to issue a copy or transcription of a recording, the Customer must first provide the relevant specifications such as the relevant date, time and location.

Article 12. Continuity in the providing of services

The Bank aims to ensure the adequate functioning of its facilities for the provision of its services (for example, equipment, programmes, systems, infrastructure, networks); however, the Bank does not guarantee that these facilities will always be running correctly without interruption. The Bank aims to avoid interruptions/malfunctioning, insofar as this lies within its sphere of influence, within reasonable bounds or to remedy the interruption/malfunctioning within a reasonable time.

Article 13. The Death of a Customer

1. The Bank must be notified of the death of a customer in writing as soon as possible. As long as the Bank has not been notified of the death of a customer in this manner, the Bank may (continue) to execute the

orders received from or on behalf of the Customer.

The Bank may (continue to) legally execute orders that have been given to the Bank before or shortly after the Bank has received notification of the death of a Customer if the Bank could not reasonably prevent the execution.

2. After the death of the Customer, the Bank can demand that the person/persons who claims/claim to be authorised to perform (legal) acts with regard to the Customer's estate submits/submit an attestation of admissibility to the estate, issued by a Dutch notary, and/or documents that the Bank deems to be acceptable as proof thereof.
3. The Bank is not obliged to provide information again regarding actions and transactions that have been carried out before the time of the death of the Customer.

Article 14. Name and address of the Customer

4. The Customer informs the Bank to which address the documents and/or information that are intended for the Customer can be sent. The Customer notifies the Bank as soon as possible in writing of a change of name and address. If the Customer's address is not known or is no longer known at the Bank due to the Customer's fault, the Bank can attempt to find out the address of the Customer without being obliged to do so. The costs of such an investigation are for the Customer's account. The Customer, whose address is not known at the Bank, is deemed to have his postal address at the address where the Bank is located, unless agreed otherwise.
5. If a product or service of the Bank is purchased by two or several persons, the Bank shall send the documents and/or information to the address, which that person has provided to the Bank. If the persons do not agree or do no longer agree on this, the Bank may make the choice itself to which address of these persons it will send the documents and/or information.

Article 15. Dutch language

The communication between the Bank and the Customer takes place in Dutch, unless agreed otherwise in writing. The Bank can demand that the Customer has documents, which are in a language other than Dutch, translated into Dutch or into another language that the Bank agrees to at the Customer's costs by a person who is qualified to translate these documents in the opinion of the Bank.

A translator who is a sworn translator in the language in question is qualified in any case.

Article 16. Use of means of communication

The Customer is obliged to make safe use of Internet, fax, e-mail, post or other means of communication in the Customer's communication with the Bank.

Article 17. Information and orders

1. The Customer shall ensure that the Bank shall receive all information, which the Bank requires or which the Customer can reasonably understand that this information is necessary for the correct provision of services by the Bank. The Customer shall ensure that statements, such as orders and notifications to the Bank or to a third party appointed by the Bank are clear and comprehensive and contain the correct information. The Customer complies with the instructions and regulations issued by the Bank.
2. The Customer makes use of data carriers or means of communication approved or specified by the Bank for its communication with the Bank or with a third party designated by the bank. The Customer makes use of this taking into consideration the Bank's instructions and regulations.
3. The Bank may postpone the execution or refuse to execute orders if these have not been submitted correctly. In special circumstances, the Bank may refuse to execute orders given by or on behalf of the Customer or the Bank may refuse to provide the requested service.

Article 18. Evidential force of the Bank's records and record keeping period

An abstract from the Bank's records serves as prima facie evidence vis-à-vis the Customer, subject to rebuttal evidence produced by the Customer. The Bank is not required to keep its records for a period longer than the statutory record keeping period.

Article 19. Checking the information provided by the Bank and orders executed by the Bank

1. The Customer must check the confirmations, bank statements, invoices, other specifications or other information that the Bank sends to the Customer or makes available to the Customer as soon as possible after receiving this. If the Bank makes such communications available to the Customer electronically, the Customer must check the

information as soon as possible after this has been made available to the Customer. The date of dispatch or the date of making the information available is the date of dispatch or the date of making the information available as is apparent from copies, distribution lists or otherwise from the Bank's records. The Customer must check as soon as possible whether the bank has executed orders given by the Customer or on behalf of the Customer correctly and completely. If the Customer does not receive a notification from the Bank, whereas the Customer knows or should know that he could expect a notification from the Bank, the Customer must inform the Bank of this as soon as possible in writing.

2. If the Customer notices a mistake or an omission, he must inform the Bank as soon as possible and take all reasonable measures to prevent (further) damage. If the Bank detects that it has made a mistake or an error, the Bank shall remedy this as soon as possible. The Bank informs the Customer about the detected mistake or error as soon as possible.
3. The Bank is authorised to remedy a mistake or error without the Customer's consent and to reverse an incorrect entry. The Bank is authorised to reverse the crediting of an account of the Customer as a result of an order given by an unauthorised person or a person without legal capability to act.
4. If the Customer requests a copy of information that has already been provided to him by the Bank, the Bank shall provide this to the Customer within a reasonable period and the Bank shall receive a reimbursement for the reasonable costs incurred by the Bank, unless the Bank no longer has this information or the request is unreasonable.

Article 20. Approval of bank documents

If the Customer has not contested the contents of confirmations, statements of accounts, invoices, other specifications or other information sent or made available to the Customer by the Bank in writing within thirteen months after such documents have been made available to the Customer by or on behalf of the Bank, the contents of such documents shall, in any case and notwithstanding the Customer's obligation pursuant to Article 19, be deemed to have been approved by the Customer. If such documents contain any arithmetical errors, the Bank shall remedy these errors, also after the expiry of the period of thirteen months.

Article 21. Obligation to retain records and confidentiality obligation

1. The Customer must store and treat with care the items made available to the Customer such as forms, data carriers, means of communication, security measures, cards, personal and access codes and passwords. The Customer must treat personal pin codes and access codes and such with due care and keep these confidential for other persons. The Customer adheres to the security regulations issued by the Bank.
2. If the Customer knows or can reasonably suspect that items that the Bank has made available to the Customer have come into unauthorised hands or that abuse is being made or can be made or that an unauthorised person knows his pin code and/or access code, he must immediately notify the Bank of this.

Article 22. Commission, interest and fees

1. The Bank charges commissions, interest and fees for its services. The Bank may change the amount thereof, unless agreed otherwise in writing. If the amounts of these commissions, interest and fees have not been agreed in advance between the Customer and the Bank, the Bank shall charge its usual commissions, interest and fees.
2. When providing its services, the Bank informs the Customer to the extent reasonably possible about the amount of its charges (commissions, interest, fees). The Bank ensures that the information about these charges can easily be obtained.
3. The Bank may deduct the commissions, interest and fees owed by the Customer from an account that the Customer holds with the Bank without notifying the Customer in advance. If an unauthorised debit balance arises on the account due to the deduction, the Customer must immediately clear the debit balance without the Bank being required to give notice of default.

Article 23. Conditional credit entries

Each credit entry of an amount received or to be received in favour of the Customer is made subject to the proviso that the Bank actually receives this amount definitely and unconditionally. If this condition has not been satisfied, the Bank may reverse the credit entry – without prior notification – by debiting the same amount with retrospective effect. If the amount received or to be received was converted into another currency when crediting the account, the bank may make the debit entry

in the other currency at an exchange rate at the time of execution. Costs in connection with the reversal are for the Customer's account.

Article 24. Lien

1. As a result of these General Banking Conditions becoming applicable, the Customer:
 - a) undertakes to pledge the following goods including the related ancillary rights to the Bank as security for all that which the Customer may owe or come to owe the Bank at any given moment:
 - I. all (cash) receivables that the Bank owes to the Customer on any account whatsoever;
 - II. all goods, documents of title, securities and other financial instruments that the Bank or a third party on behalf of the Bank, on any account whatsoever, holds or obtains of or for the Customer;
 - III. all securities in collective depositories that the Bank holds in custody or acquires;
 - IV. all goods that (shall) take the place of the goods under I, II, or III;
 - b) insofar as legally possible, the Customer pledges the goods referred to in sub a to the Bank;
 - c) grants the Bank an irrevocable authorisation, with the right of substitution, to pledge these goods to itself in the name of the Customer, if necessary repetitively, and to do everything that serves the pledge.
1. The Customer guarantees that he is authorised to make the pledge and that the goods in question are or will be free of rights and claims of other parties than the bank.
2. The Bank shall release the pledged goods, if the Customer wishes to have these goods in his possession, if the value of the then remaining pledged goods provides sufficient cover for all that the Customer, on any account whatsoever, owes or may come to owe to the Bank.
3. The Bank may only seize and execute the pledged goods if the Customer's debt to the Bank has become due and payable and the Customer is in default. The Bank shall not seize and execute more of the pledged goods than necessary for the payment of the debt that the Customer owes to the Bank. After the Bank has exercised its seize and execution right, it shall notify the Customer of this in writing as soon as possible.

Article 25. Right of set-off

The Bank shall at all times be entitled to set off all and any debts receivable by the Bank from the Customer, whether or not due and payable and whether or not contingent, against any debts owed by the Bank to the Customer, whether due and payable or not, regardless of the currency in which such debts are denominated. If, however the Customer's debt to the Bank or the Bank's debt to the Customer is not yet due and payable – and provided that the Customer's debt and the Bank's debt are expressed in the same currency – the Bank shall not exercise its right of set-off except in the event of an attachment being levied upon the Bank's debt to the Customer or recovery being sought from such debt in any other way, or in the event that a restricted right is created thereon or the Customer assigns the Bank's debt to a third party by singular title, or the Customer is declared bankrupt, or has entered into a moratorium of payments or another insolvency regulation or statutory debt repayment arrangement applies to the Customer. Debts expressed in a foreign currency shall be set off at the exchange rate on the day of set-off. If possible, the Bank shall inform the Customer in advance that it intends to exercise its right of set-off.

Article 26. Collateral

1. As a result of the General Banking Conditions becoming applicable, the Customer has undertaken vis-à-vis the Bank to provide (additional) collateral for all existing and future amounts that the Customer owes to the Bank, on any account whatsoever, at the first request of the Bank and to the Bank's satisfaction. This collateral must be such, and if necessary must be replaced and/or supplement by the Customer to the Bank's satisfaction, that the Bank, taking into account the Customer's risk profile, the cover value of the security and any other factors relevant to the Bank, continually has sufficient collateral. At the Customer's request, the Bank shall inform the Customer of the reason of the demand for collateral, or the replacement or supplement thereof. The amount of the required collateral must reasonably be in proportion to the Customer's obligations.
2. Pledge and mortgage rights of the Bank also serve, in the event that another banking institution, as its legal successor under general title, continues the banking relationship with the Customer, partially or in full, in favour of the other banking institution as if this was the Bank itself.

3. The Bank can terminate its pledge or mortgage rights at any moment, partially or fully by giving notice of termination.
4. Establishing a (new) security right in favour of the Bank does not serve to replace or release (existing) security rights.
5. If the General Banking Conditions are used vis-à-vis the Customer to amend, supplement and/or replace previous General (Banking) Conditions, all by virtue of earlier general (banking) conditions existing collateral, security rights and set-off rights remain in full force in addition to the rights and powers by virtue of these General Banking Conditions.

Article 27. Immediately due and payable

If the Customer is in default with regard to the fulfilment of any obligation to the Bank, the Bank may make the amount due by the Customer immediately due and payable by giving notice, unless this is not justified in view of the minor importance of the default. Such a notice of termination must be made in writing and state the grounds for termination.

Article 28. Special costs

1. If the Bank becomes involved in a seizure, dispute or proceedings between the Customer and a third party, then the Customer shall fully reimburse the costs incurred by the Bank resulting there from (for example the costs of legal assistance).
2. All other special costs incurred by the Bank following from the relationship with the Customer are for the Customer's account insofar as this is reasonable.

Article 29. Taxation and levies

All taxation, levies and such – under whatever name and levied by whomever – that concern the relationship between the Customer and the Bank are for the account of the Customer, unless agreed in writing otherwise or a provision of imperative law specifies differently.

Article 30. The form of notifications

Notifications to the Bank must be made in writing, unless a different manner of communication has explicitly been agreed with the Bank.

Article 31. Incidents and disasters

If (in the execution of) an agreement between the Bank and the Customer an incident or disaster threatens to occur, occurs or has occurred, the Customer must,

at the Bank's request, do or refrain from doing everything what the Bank reasonably considers necessary in connection therewith.

Article 32. Partial nullity or annulability

Should a provision in these General Banking Conditions be invalid or annulable, then this does not imply that another provision of these Conditions is (partially) invalid or annulable. If a provision in these General Banking Conditions should be invalid or annulable, it will be replaced by a valid provision that is as close as possible to the import of the invalid or annulable provision.

Article 33. Applicable law

The relations between the Customer and the Bank shall be governed by the laws of the Netherlands, unless imperative law prescribes otherwise.

Article 34. Complaints and disputes

1. If the Customer is not satisfied with the services provided by the Bank, the Customer must first turn to the Bank taking into account the Bank's procedure for this.
2. Disputes between the Customer and Bank shall only be brought before the competent Netherlands Court, except in the case of imperative law and the following:
 - a) The Customer can also submit a dispute to the authorised dispute and complaint committees.
 - b) The Bank can also submit a dispute to the foreign court that is competent for the Customer.

Article 35. Termination of the relationship

Both the Customer and the Bank may terminate the relationship between the Customer and the Bank in writing completely or partially. If the relationship is terminated by the Bank, the Bank shall, upon request, inform the Customer of the reason for such termination. After notice of termination of the relationship has been given, the existing individual agreements between the Customer and Bank shall be settled as soon as possible taking into account the applicable time periods. During the settlement, these General Banking Conditions and the specific conditions that apply to the individual agreements remain applicable.

Article 36. Transfer of contracts

As a result of these General Banking Conditions becoming applicable, the Customer has, in the event of a (partial) transfer of the business operations of the bank, agreed to cooperate in advance that the Customer's legal

relationship with bank in connection with the (partial) transfer shall (partially) be transferred to a third party.

Article 37. Amendment of and additions to the General Banking Conditions

Amendments of and additions to these General Banking Conditions shall not take effect until after the representative Dutch consumers' and employers' organisations have been consulted about such amendments and additions and also about the manner in which the Customer shall be informed of the amendments and additions. The amendments and additions shall be filed at the Registrar's Office of the District Court of Amsterdam. These amendments and additions will not take effect until sixty days after the date of filing.

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259

II. Client relationship conditions

1. Definitions

The following definitions are used in these conditions:

- ▶ **General Conditions of ABN AMRO Bank N.V.:** the entirety of the applicable conditions comprising the General Banking Conditions and the Client Relationship Conditions of the bank.
- ▶ **Banking Service:** service, product, advice or facility (in the widest sense of the word) provided by the bank for the benefit of one or more of its clients.
- ▶ **Communication:** notice, statement or other exchange of information.
- ▶ **Communication Channel:** channel or method by which Communication can take place (e.g. telephone, the Internet, post or verbal contact).
- ▶ **Client's Electronic Domain:** secure electronic environment made available by the bank to an individual client for the exchange of Communications between that client and the bank.
- ▶ **Form:** standardised paper or electronic document made available by the bank for use in sending a Communication to the bank.
- ▶ **Client Identifier:** means by which a natural or legal person can identify himself/ herself/itself as a client, or representative of a client, during an exchange of Communications (examples include passwords, codes, signatures, legal proof of identity, other data, characteristics and/or procedures, whether or not in combination).

- ▶ **Bank Statement:** a Communication in which the bank informs the client of transactions, entries and/or other data concerning the client that are recorded by the bank.
- ▶ **Client Relationship Conditions:** these conditions.

Terms used in the singular in the Client Relationship Conditions include the plural and vice versa (unless the context requires otherwise).

2. Applicable conditions

The Client Relationship Conditions apply to all existing and future legal relationships between the bank and the client, in so far as not provided otherwise in agreements and/or in specific conditions. If the relationship between the bank and the client is terminated, the General Conditions of ABN AMRO Bank N.V. will continue to apply to the winding-up of the relationship.

Banking Services are also governed by specific conditions applied by the bank for the relevant Banking Service. These specific conditions are made available to the client in connection with the relevant Banking Service. The bank may refuse to provide Banking Services to the client and may also attach further conditions to the provision thereof. Unless agreed otherwise, the bank may terminate Banking Services or alter the specific conditions applicable to them.

If an agreement concerning a Banking Service is terminated, the applicable specific conditions will continue to apply to the winding-up of the relationship. In so far as provisions may conflict, the provisions of the applicable specific conditions will take precedence, followed successively by those of the Client Relationship Conditions and those of the General Banking Conditions.

The bank determines through which of its branches or other sales channels it provides Banking Services, and is entitled to set further rules or impose further limitations in this regard and to alter them from time to time.

3. Orders, obligations and performance

Unless agreed otherwise, the bank will perform its due and payable obligations resulting from an order received from the client within a reasonable period after the client has requested execution of the order. The client may only validly retract a notification requesting the bank to execute an order with the cooperation of the bank. If the client requests that the bank not execute an order, the bank

will endeavour to prevent execution in so far as can reasonably be expected of it. If the bank does not succeed, the execution which nonetheless takes place will be for the account and risk of the client.

Instructions to debit or credit an account may in any event be carried out by the bank by debiting or crediting, as the case may be, the account with the number stated by the client, irrespective of whether this number corresponds to any other data that may have been supplied by the client (such as the name of the account holder).

The bank is not obliged, in any case, to execute orders or perform other obligations if:

- I. the bank has reasonable grounds for doubting whether, as a result of such execution or performance, it will be released from a due and payable obligation to which it is subject (if, for example, it doubts the existence or size of a debt or the identity or capacity of the person requesting payment); and/or
- II. the client must use a particular Client Identifier for the purpose of such execution or performance and such Client Identifier does not function (or does not function properly) or the bank has reasonable grounds for assuming that unauthorised use of this Client Identifier is being or may be made.

4. Debt position, bank account and currency exchange

The bank may administer receivables owed by and debts owed to the client on a current account (bank account) in the client's name. Crediting of the current account means that the client acquires a claim against the bank for this amount or that a debt owed by the client to the bank is reduced by this amount. Debiting means that the bank acquires a claim against the client for this amount or that a debt owed by the bank to the client is reduced by this amount. The bank may rectify incorrect entries.

The client is not entitled to have a debit balance on his bank account, unless he has expressly agreed otherwise with the bank in advance. The client must always ensure that there are sufficient funds in the account to prevent an unauthorised debit balance occurring as a result of a debiting transaction (e.g. due to the execution of an order). If such a debit balance nonetheless occurs, the client must clear this balance immediately and without notice of default. If the execution of an order will result, or has resulted, in an

unauthorised debit balance, the bank is entitled to refuse to execute the order or reverse its execution.

Claims of the client against the bank may not be assigned or pledged to a person other than the bank, except with the prior written consent of the bank.

If the bank has more than one claim against the client, it may itself determine the order in which amounts to be credited are applied to the settlement of these claims, unless the client makes a payment to the bank and specifies which claim he is paying.

Currency exchange will be based on the exchange rates set by the bank as these apply at the time of the currency exchange. The bank may convert amounts to be maintained in a bank account that are not denominated in the currency of that account into the currency of that account through currency exchange.

5. Bank account authorisation

If the client has issued an otherwise unspecified authorisation in respect of a bank account, the bank is entitled to assume that the authorised representative is in any event fully competent to carry out the following in respect of that account:

- I. make use of the amount available for payment in the account, irrespective of whether it derives from a credit balance or a credit facility;
- II. take cognizance of all Bank Statements that the bank provides in respect of the account, in so far as this is done through a Communication Channel accessible to the authorised representative;
- III. give orders for the purchase or sale of securities subject to the conditions and limits applicable to the client himself.

6. Communication channels

The client may make use of all Communication Channels made available to him by the bank. A representative of the client may make use of the same Communication Channels as the client, except in so far as the client agrees otherwise with the bank. The bank may, at the request of the client or otherwise, block the use of specific Communication Channels by the client or the representative or impose restrictions on their use.

7. Client identification, client identifiers and statement of agreement

When communicating with the bank in his capacity as client (or representative of the client), the client (or his representative) must, at the bank's request, identify himself to the satisfaction of the bank and enable the bank to verify his identity. For this purpose the client must make use of the Client Identifiers to be designated by the bank, such as legal proof of identity and Client Identifiers supplied by the bank. A Client Identifier supplied by the bank can consist of, among other things, a specific manner of client identification facilitated by the bank or an identifier that the bank has enabled the client to generate (e.g. by choosing a password).

Unless agreed otherwise, a Client Identifier supplied by the bank, including (permanent or temporary) passwords or codes, is strictly personal and may be used only by the person agreed between the client and the bank to be the user (i.e. the client himself or his representative).

The agreed user must never disclose passwords and codes and must comply with all rules set by the bank concerning the Client Identifier. Unauthorised use of a Client Identifier supplied by the bank is in any case deemed to include any use of the Client Identifier, including (permanent or temporary) passwords and/or codes, by a person other than the agreed user himself, irrespective of whether the use occurs with the client's consent. Making or using (or allowing the making or use of) a copy of a Client Identifier or of secret data forming part thereof is also not permitted and constitutes unauthorised use.

If a Client Identifier supplied by the bank to the client (or his representative) is used for the purpose of a Communication, that Communication will be attributed to the client. A Client Identifier (e.g. a bank card with PIN) may, if the bank facilitates this, also be used to place an electronic signature or otherwise express consent. An electronic signature has the same legal consequences as a handwritten signature. The bank may refuse to accept forms of electronic signature that have not been agreed between the client and the bank.

8. Withdrawal and replacement of client identifier

The bank may withdraw and replace a Client Identifier it has supplied, even if its period of validity has not yet expired.

The bank may also block or withdraw a Client Identifier it has supplied (or arrange for it to be blocked or withdrawn) if:

- I. improper use is made of the Client Identifier;
- II. the bank has reasonable grounds for assuming that unauthorised use of the Client Identifier is being or may be made;
- III. a debt owed by the bank to the client or assets held by bank for the client are seized or attached; an application for or adjudication in bankruptcy, a suspension of payments, a statutory debt restructuring or another insolvency arrangement concerning the client is made or granted; the client is made the subject of a guardianship order or the client dies or some other circumstance occurs as a result of which the client wholly or partially loses the right to manage or control his assets;
- IV. the relationship between the client and the bank is terminated;
- V. another reasonable ground exists.

As soon as the bank no longer has a ground for blocking or withdrawing the Client Identifier, the bank will release or replace it at the request of the client.

9. Use of forms

The client may not make or allow unauthorised use of personalised Forms that the bank supplies to him (or his representative). Unauthorised use of a Form supplied by the bank is deemed to include any use of the Form by a person other than the agreed user himself, irrespective of whether this use occurs with the consent of the client.

10. Client's electronic domain

If use of the Client's Electronic Domain is agreed between the client and the bank, they may each use the Client's Electronic Domain for Communications with each other. The following rules will then apply to the use of the Client's Electronic Domain:

- I. The right to use the Client's Electronic Domain is strictly personal. The Client (or his representative), as agreed user of the Client's Electronic Domain, may only use it himself, subject to the rules prescribed by the bank for this purpose and without the intermediary of third parties not permitted by the bank. Any other use of the Client's Electronic Domain constitutes unauthorised use, irrespective of whether this other use occurs with the consent of the client.
- II. The client will arrange for the equipment and accessories needed for the use of the Client's

Electronic Domain himself. In order to open (i.e. log in to) the Client's Electronic Domain, the client must identify himself using a Client Identifier designated by the bank. After using the Client's Electronic Domain, the client will close (i.e. log out of) the Client's Electronic Domain. Use between the opening and closing of the Client's Electronic Domain will count as use by the client and will be fully attributed to the client. As long as the Client's Electronic Domain is open, the client will not leave the equipment used for this purpose unattended in order to prevent unauthorised use by other persons.

- III. The client agrees that the bank may supply him with Bank Statements and/or other Communications by making them accessible in the Client's Electronic Domain. As soon as the bank has made a Bank Statement or other Communication accessible to the client in the Client's Electronic Domain, this Bank Statement or Communication will be deemed to have been received by the client. The client expressly agrees that the bank may also use the Client's Electronic Domain to notify the client of the text of existing or future versions of the General Banking Conditions, the Client Relationship Conditions or other conditions, whether general or specific.
- IV. The client may use the Client's Electronic Domain only for Communications to the bank if this has been agreed upon with the bank for the purpose of the Communication or if he uses a Form made available to him by the bank within the Client's Electronic Domain for the purpose of the relevant Communication.
- V. A Communication through the Client's Electronic Domain has the same legal consequences as a written Communication. In the case of Communications to the bank, the client may invoke this provision only if he observes the rules for Communication through the Client's Electronic Domain.

11. Saving communications, processing time and proof of communication

The client is responsible for saving and/or printing out Communications between him and the bank. If the client concludes an agreement electronically with the bank, the client will save and/or print out this agreement, together with the accompanying conditions, for future use and the bank need not therefore keep the agreement accessible in electronic form for the client.

The client accepts that the bank needs a reasonable period to respond to Communications from the client and to include up-to-date information in a Bank Statement or other Communication to the client.

A copy of a Communication stored by the bank will serve as conclusive evidence of that Communication vis-à-vis the client, subject to proof to the contrary.

12. Further communication rules

The bank is entitled to introduce further usage, security, procedural and other rules and/or restrictions relating to Communication and Communication Channels, Client Identifiers, Forms or data carriers (and their use) and to alter them from time to time. These rules/restrictions may entail that the client must use or not use, as the case may be, a particular Communication Channel for a particular Communication and/or must use a Client Identifier, a signature (including an electronic signature), Form, data carrier or other tool designated by the bank and/or specify certain data in this connection and comply with procedures or rules. The bank may also make a distinction in this connection according to the topic, client category or other factors it deems relevant.

The client (and his representative) will comply with all rules and restrictions of the bank concerning Communication and Communication Channels, Client Identifiers, Forms or data carriers (and their use). The client accepts that he will bear the consequences of non-compliance, including the risk that a Communication is not dealt with by the bank or is dealt with only after some delay.

13. Communication and security obligations of the client

In any event, the client (and his representative) has the following security obligations to the bank:

- I. The client will take whatever measures can reasonably be expected of him to prevent an order or other Communication being transmitted in his name to the bank improperly and/or against his will, due to any cause whatever, and to prevent loss or damage occurring as a consequence of such a Communication. The client will become familiar and strictly comply with all rules and further usage, security, procedural and other rules set by the bank with regard to Communication and Communication Channels, Client Identifiers, Forms or data carriers (and their use).

- II. The client will deal carefully and securely with Communications and Communication Channels (including the Client's Electronic Domain), and, in the case of Communication through the Client's Electronic Domain and other electronic Communication, only use suitable, secure equipment and software, together with the most up-to-date security measures, antivirus software and firewalls to prevent viruses, spyware, phishing and other abuse.
- III. The client will treat tools such as Client Identifiers and personalised Forms securely and with due care and prevent their unauthorised use, will not disclose (permanent or temporary) Client Identifier passwords and codes or allow them to be used by unauthorised persons and will not copy Client Identifiers or associated secret data (or allow them to be copied).
- IV. As soon as the client knows or should suspect that a Communication in his name is being or may be transmitted to the bank improperly and/or against his will, he will immediately report this to the bank. Such a report must in any event be made as soon as a client knows or should suspect that unauthorised use is or is possibly being made or may be made of a personalised Form or a Client Identifier, or that a Client Identifier password or code is or may be known to, or may be used by, an unauthorised person, or that a copy has or has possibly been made of a Client Identifier or associated secret data, or that any other security incident has occurred. The client will comply with the further rules of the bank in this connection and any directions of the bank aimed at mitigating loss or damage. The client will also cooperate in clarifying the circumstances and, at the request of the bank, report the incident to the authorities.

14. Communication and security obligations of the bank

In any event, the Bank has the following security obligations to the client:

- I. The bank will take whatever measures can reasonably be expected of it to prevent it relying on an order or other Communication in the name of the client which is transmitted to it improperly and/or against the client's will.
- II. The bank will ensure in the case of Communication through the Client's Electronic Domain that the Client's Electronic Domain fulfils the security standards that can reasonably be expected of it, considering – among other things – its intended use.

- III. The bank will ensure that Client Identifiers it supplies fulfil the security standards that can reasonably be expected of them, considering – among other things – their intended use.
- IV. As soon as the bank receives a report as referred to in Article 13 (IV), the bank will take appropriate measures to prevent (further) unauthorised use in so far as this is reasonably possible.

In fulfilling these security obligations the bank is entitled to assume that the client will properly fulfil his security obligations as referred to in Article 13.

15. Risk allocation

The risk of loss or damage which occurs because the bank relies on an order or other Communication in the name of the client which is transmitted to the bank improperly or against the client's will, will be allocated, subject to mandatory law, in accordance with the following rules:

- I. If the bank has failed to perform a security or other obligation to the client, the loss or damage will be for the account and at the risk of the bank in so far as the resulting loss or damage can be attributed to the bank.
- II. If the client has failed to perform a security or other obligation to the bank, the loss or damage will be for the account and at the risk of the client in so far as the resulting loss or damage can be attributed to the client.
- III. Provided that the bank has performed its security and other obligations, the loss or damage will also be for the account and at the risk of the client if:
 - ▶ in the Communication use (or unauthorised use) has been made of a Client Identifier supplied by the bank to the client (or his representative), a personalised paper Form and/or the Client's
 - ▶ the bank reasonably could rely on the fact that the Communication is proper and has been transmitted in keeping with the client's wishes.

16. Indirect or consequential loss or damage

Indirect or consequential loss or damage suffered by the client will at all times be for his own account and at his own risk and may not be attributed to the bank. However, the bank may not invoke this clause in the event of intent or gross negligence on its part.

17. Registration and information

The bank participates in registration systems, such as systems for the registration of loans, payment arrears or fraud.

The client may not invoke against the bank any general information emanating from the bank that does not specifically relate to the client. The bank may discontinue the provision of such information at any time.

18. Rights, powers and obligations

Agreed rights, powers or obligations do not detract from (statutory or agreed) rights, powers or obligations which can exist alongside them. Rights or powers may not be interpreted as obligations.

If the bank does not exercise its rights or powers (temporarily or otherwise), they will remain fully in force and capable of being exercised. If the bank allows the client (temporarily or otherwise) to refrain from performing his obligations or to infringe a right or power of the bank, the client cannot derive any right or power from this against the bank.

19. Tools

Tools supplied to the client (such as Forms or Client Identifiers) remain the property of the bank. The client will return them to the bank at its first request.

20. Joint client

If two or more clients together obtain a Banking Service from the bank (e.g. a bank account) and they agree with the bank that this article is applicable, the following will apply to that Banking Service:

- I. **Definitions:** In this article each of the clients is referred to as a 'Joint Client' and the agreement relating to the Banking Service as the 'Agreement'.
- II. **Rights of a Joint Client:** Whenever the bank is under an obligation to the Joint Clients to deliver a performance with regard to a Banking Service, each of them has an independent right to such performance in its entirety. However, the bank need perform this obligation only once, and by performing it in relation to one Joint Client is thereby released from its obligation to the others. As soon as the Agreement ends for one of the Joint Clients, that Joint Client loses his right to claim any credit balance of the account and only the Joint Clients who continue the Agreement retain their right to such balance.

However, if the Agreement ends simultaneously for all Joint Clients, each retains his right to payment of any credit balance.

- III. Juristic acts and (other) Communications of Joint Clients:** Each Joint Client may perform all juristic acts (e.g., giving an order to the bank or an authorisation to a third party) and exchange all (other) Communications with the bank in relation to the Banking Service, independently and irrespective of the cooperation or objection of the other Joint Client(s). The legal consequences of such juristic acts and Communications are binding not only on the Joint Client concerned but also on the other Joint Clients, even if a debit balance occurs as a result. However, the bank is always entitled to require the consent of the other Joint Clients, before acting upon such juristic acts or Communications.
- A Communication exchanged between the bank and one of the Joint Clients will be deemed to have been exchanged between the bank and each of the Joint Clients. The Joint Clients will keep each other informed in so far as is necessary.
- IV. Joint and several liability:** Whenever the bank is entitled to require the Joint Clients to perform an obligation in relation to a Banking Service (e.g., due to a debit balance), each of them is jointly and severally liable for performance of the entire obligation. However, the Joint Clients need perform this obligation only once, and performance by one of them therefore releases the other(s) from liability. If the Agreement ends for a Joint Client, his joint and several liability will continue only with respect to obligations that were already in existence when the Agreement ended for him or that result from a legal relationship already in existence at that time. The Joint Clients waive all defences to which a debtor who is jointly and severally liable is entitled.
- V. Settlement among Joint Clients:** The Joint Clients will, in so far as is necessary, settle among themselves the consequences of the Agreement and its performance for their mutual relationship.
- VI. End/continuation of the Agreement:** Each Joint Client may, notwithstanding the provisions of III above, terminate the Agreement only in so far as it relates to himself. In the event of such termination, the Agreement will continue to exist between the other Joint Client(s) and the bank, unless the bank refuses such continuation. The bank may also attach conditions or limitations to any such continuation.

21. Alteration of client relationship conditions

The bank may alter and/or add to the Client Relationship Conditions at any time and declare the new version applicable to the client. The bank confirms that any new version will not take effect in relation to the client for a period of at least two months. The client will be bound by the new version at the end of this period, unless the client has terminated the relationship with the bank no later than on that date.

Further Information about the Protection of Personal Data

The bank and other companies forming part of the group to which the bank belongs process the personal data of existing and potential clients carefully and in accordance with legislation and regulations as well as codes of conduct binding on the bank for the protection of personal data and privacy. The processing is carried out for the purposes of operational efficiency and effectiveness and focuses particularly on the following activities:

- I. assessing and accepting existing and potential clients, entering into and performing agreements with existing and potential clients and processing payments;
- II. analysing personal data for statistical and research purposes;
- III. carrying out general and targeted marketing activities in order to establish, maintain and/or expand relationships with existing and potential clients;
- IV. safeguarding the security and integrity of the financial services sector, including detecting, identifying, combating and preventing attempted or actual criminal and other undesirable acts against the bank, the group to which the bank belongs and its clients and employees, as well as using and participating in warning systems;
- V. complying with statutory requirements;

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259

General Access Conditions of ABN AMRO

Definitions

In these conditions the following terms shall have the following meanings:

- ▶ **ABN AMRO:** ABN AMRO Bank N.V.
- ▶ **Customer:** the natural or legal person that purchases products or makes use of the services from ABN AMRO.
- ▶ **Authorised Representative:** a person to whom the Customer has delegated authority to carry out certain legal and other acts in relation to ABN AMRO on the Customer's behalf.
- ▶ **Communication:** each exchange of information with ABN AMRO, including the provision of instructions, entering into agreements and making and accepting offers. Means of Access: a means, provided or accepted by or on behalf of ABN AMRO, including but not limited to a code and/or password, which may be used on its own or in combination with one or more other Means of Access to identify a person vis-a vis ABN AMRO or for the placement of an Electronic Signature.
- ▶ **Electronic Signature:** a signature consisting of electronic data which is attached to, or logically associated with, other electronic data and is used as a method of authentication.
- ▶ **Form:** a standardised document in paper or electronic form made available by ABN AMRO, with which the Customer by signing it and/or filling it in, can obtain services from ABN AMRO, can give ABN AMRO instructions or notify ABN AMRO of certain things.
- ▶ **General Banking Conditions:** the General Banking Conditions of ABN AMRO Bank N.V.
- ▶ **Conditions:** these ABN AMRO Access Conditions.
- ▶ **Special Conditions:** any conditions applied by ABN AMRO to specific products or services.

Article 1. Applicable conditions

1. These Conditions shall apply to all legal and other acts that include the use of a Means of Access. The Conditions shall not detract from the applicability of any applicable Special Conditions. The General Banking Conditions shall also apply.
2. In the event of any conflict between different conditions, the order of priority shall be as follows:

first the relevant Special Conditions, next these Conditions and lastly the General Banking Conditions.

Article 2. Notifications of changes by the Customer

1. The Customer is obliged to notify ABN AMRO immediately of any change in the Customer's address and/or any other relevant changes concerning the Customer and/or any Authorised Representative, using a signed (electronic) document.
2. In notifying such changes, the Customer must allow ABN AMRO a reasonable time to process them.
3. Any failure to use the form provided by ABN AMRO for the relevant Communication, may lead to significant delays in processing which shall be entirely at the Customer's risk.

Article 3. Authorised Representatives

1. The Customer may appoint Authorised Representatives. ABN AMRO shall not be obliged to cooperate with any authorisation not granted by way of a Form signed by the Customer.
2. Customer shall be responsible for the acts and omissions of Authorised Representatives and shall be liable in the same way as if the Customer's own acts or omissions were concerned.
3. The Customer must inform the Authorised Representatives and keep them informed, to the extent relevant in the context of their authority, of any conditions, instructions, advice, risk warnings and, where applicable, risk profiles applicable to the Customer, which apply to the contractual relationship between Customer and ABN AMRO.

Article 4. Contents of authorisation

If the content of the authorisation given by the Customer has not been further specified, ABN AMRO may assume that the following authorisation has been granted:

- ▶ Authorised Representatives may on behalf of the Customer and through any means of Communication, dispose over money in every present and future account of the Customer and also – as far as applicable – over credit made available to the Customer via those accounts;

- ▶ Authorised Representatives may place securities orders from or to the afore mentioned account(s) on behalf of the Customer;
- ▶ Authorised Representatives may inspect the afore mentioned account(s) through any means of Communication. Authorised Representatives are also authorised to solicit and use the services of ABN AMRO in order to be informed of the occurrence of a certain type of mutation on the aforementioned account(s).

Article 5. Access

1. The Customer and Authorised Representatives shall have access to all means of Communication. Wherever ABN AMRO so facilitates, certain means of Communication will be blocked, on the request of the Customer, for the Customer himself and/or one or several of the Authorised Representatives.
2. Unless expressly agreed otherwise the same authorisation for Customer or Authorised Representatives shall apply to every means of Communication. The latter does not apply if the nature of the means of Communication involves certain (general) limitations.
3. ABN AMRO shall at all times be entitled to block certain means of Communication for the Customer and/or Authorised Representatives.

Article 6. Identification

1. In any contact with ABN AMRO, Customer and Authorised Representatives must, upon request, identify themselves by means of legally acceptable form of identification.
2. Identification may also take place by way of a Means of Access subject to conditions to be set by ABN AMRO.
3. Every Communication where a Means of Access is used for identification and/ or signing, will be deemed to have come from the holder of that Means of Access and/or to have been furnished with an Electronic Signature by him. Such Communication will be attributed to the Customer.

Article 7. Electronic Signature

1. An Electronic Signature made with the help of a Means of Access in the manner prescribed by ABN AMRO shall have the same legal consequences as a handwritten signature.
2. Other forms of Electronic Signature shall only be accepted by ABN AMRO if these forms have been

expressly recognized by ABN AMRO in advance, and in that case they shall have the same legal consequences as a handwritten signature.

Article 8. Products and Services

1. ABN AMRO shall determine the terms, conditions and/or limits subject to which the Customer can gain access to products or services.
2. If the Customer purchases products or obtains services through an electronic means of Communication, the Customer shall be personally responsible for storing and/or printing the Form in terms of which the Customer receives the products or services, as well as the Special Conditions applicable thereto, should the Customer wish to do so. ABN AMRO shall facilitate the downloading and printing of these documents.
3. ABN AMRO shall not be under any obligation to keep the Forms sent by the Customer and/or the relevant Special Conditions, available to the Customer electronically.
4. ABN AMRO reserves the right to change, terminate, or suspend the delivery of products or services, unless agreed otherwise. ABN AMRO will give the Customer prior notice of such actions, if possible, whenever this is of importance to the Customer.

Article 9. Instructions

1. ABN AMRO may require instructions to ABN AMRO to be given in a way prescribed by ABN AMRO.
2. All instructions given to ABN AMRO, during the course of a Communication that was preceded by identification using a Means of Access, shall have the same legal status as instructions that are accompanied by a handwritten signature.
3. An instruction received by ABN AMRO cannot be withdrawn or revoked. ABN AMRO may nonetheless, still be asked not to carry out a particular instruction. ABN AMRO shall then assess whether the request can be complied with or not. If it is no longer possible to comply with the request, the implementation of the instructions shall be at the Customer's risk.
4. Instructions received by ABN AMRO shall only be executed after being positively authorised by ABN AMRO.
5. ABN AMRO reserves the right not to carry out any instructions that are not given in the way prescribed by ABN AMRO or to only carry out such instruction after further verification.

Article 10. Communication

1. For reasons including security, ABN AMRO may prescribe a specific form of identification or signature for certain means of Communication and for certain products or services, or attach restrictions or further requirements in relation to certain means of Communication.
2. If the Customer has access to electronic access channels of ABN AMRO, ABN AMRO shall be entitled to only send notices intended for the Customer using those channels and to make information intended for the Customer available electronically.
3. If the Customer only has access to electronic access channels through Authorised Representatives, ABN AMRO's entitlement referred to in paragraph 2 above shall be limited to general notices and information concerning the use of the relevant channel, unless expressly agreed otherwise with the Customer.

Article 11. Account information

1. If the Customer has access to electronic access channels of ABN AMRO, ABN AMRO shall be entitled to only make account statements available electronically.
2. The Customer undertakes to view and check such account statements regularly, and at least once every 30 days. For the purposes of articles 12 and 13 of the General Banking Conditions an account statement made available electronically shall be considered equivalent to a paper account statement.
3. If requested by the Customer, ABN AMRO may make duplicate account statements available on paper. ABN AMRO shall be entitled to charge the Customer a fee for this.

Article 12. General information

Unless otherwise indicated, general information provided by ABN AMRO that does not specifically relate to the Customer is given without any guarantee that it is correct or up-to-date. ABN AMRO shall be free at any time to discontinue or make changes to the provision of such information, for example through its website.

Article 13. Charges

1. The Customer shall be obliged to pay charges set by ABN AMRO for certain means of Communication with ABN AMRO, and for products or services to be supplied by ABN AMRO.
2. ABN AMRO shall be entitled to amend these charges at any time. ABN AMRO shall make information

regarding the changes available to the Customer in good time.

3. The costs of telecommunications, such as telephone expenses, where the Customer contacts ABN AMRO, shall not be borne by ABN AMRO.

Article 14. Evidence

1. Where Communication is by telephone, ABN AMRO may record conversations. This is done to provide, among other things, evidence of instructions given, and for purposes of verification and inspection and/or quality assurance.
2. Electronic Communications shall be deemed to have been received on the day on which the Communication was sent, unless the recipient proves the contrary.
3. The version of any Communication stored by ABN AMRO shall count as evidence between the Customer and ABN AMRO, subject to any evidence supplied by the Customer to the contrary.

Article 15. Privacy

1. ABN AMRO's processing of the Customer's personal details will be subject to the Personal Data Protection Act (Wet Bescherming Persoonsgegevens) and the Code of Conduct regarding Personal Details Processing by Financial Institutions (Gedragscode Verwerking Persoonsgegevens Financiële Instellingen). ABN AMRO will process these personal details within the framework of an efficient and effective business operation, focussing in particular on the following activities:
 - ▶ entering into and executing agreements with a Customer and settling payments;
 - ▶ analysing personal details for statistical and research purposes;
 - ▶ carrying out general and targeted marketing activities in order to maintain and/or expand a relationship with the Customer;
 - ▶ safeguarding the security and integrity of the sector, including, among other things, combating, preventing and detecting attempted or actual criminal and other acts against ABN AMRO, its Customers and employees, as well as using and participating in warning systems;
 - ▶ complying with statutory requirements.
2. ABN AMRO has the right to bring in third parties, in the context of the activities listed in paragraph 1, both from within and outside the ABN AMRO Group, and both from within and outside the EU. The execution of money transfers will in any case involve the exchange

of the Customer's personal details with these parties, because intermediaries and/or clearing centres at different locations around the world are involved. Details of instructions, both during and after processing, can therefore be subjected to inspection by the competent national authorities of the countries where this data are held due to the clearing process.

Article 16. Use of the Means of Access

1. A Means of Access is linked exclusively to one natural person. Only one person (the holder) is entitled to use each Means of Access, which is non-transferable. Any password, PIN code, and similar codes, must be kept secret.
2. A Means of Access shall only give Authorised Representatives access to the Customer's products or services to the extent that this is covered by the authorisation granted by the Customer to the Authorised Representatives.
3. A Means of Access is not linked exclusively to the relationship between ABN AMRO and the Customer. The holder of a Means of Access may also use the Means of Access used by him in the context of that relation when exercising authority on behalf of other customers of ABN AMRO. Similarly, within the relationship between ABN AMRO and the Customer a Means of Access that the holder has on account of another relationship with ABN AMRO may be used.
4. The holder of a Means of Access must take care in using it and comply with the conditions and instructions relating to its use and to the access to products or services it provides.
5. The copying of the Means of Access and/or the content of information carriers belonging with the Means of Access is not permitted.
6. The Customer shall be responsible for the use of his own Means of Access, as well as for the use of Means of Access belonging to other holders, to the extent that these are used on behalf of the Customer.
7. ABN AMRO may block the use of a Means of Access for access to products or services of the Customer immediately:
 - ▶ if the Customer is made bankrupt or applies for a suspension of payments, or if ABN AMRO is served with a garnishee order relating to the Customer's assets or if the Customer otherwise wholly or partly loses his capacity to deal with his assets or income;

- ▶ if the relationship between the Customer and ABN AMRO is terminated;
- ▶ if the Customer dies or is made subject to a guardianship order;
- ▶ if there are reasonable grounds to suspect misuse.

Article 17. Security

1. ABN AMRO shall inform the Customer, as far as possible, about the precautionary measures to be taken to secure the Means of Access.
2. The Customer is obliged to regularly consult the information made available by ABN AMRO via an electronic access channel used by the Customer, on the use of that specific channel, the related Means of Access and its security.
3. The Customer shall be responsible for securing all Means of Access and any other means used by or under the control of the Customer or other holders, which may be applied in order to use the Means of Access on behalf of the Customer. Any misuse of Means of Access or the other means referred to shall therefore be at the Customer's risk. This risk shall end as stated below in Article 18. The other means referred to may include for example card readers provided to the Customer, telephones and computers.

Article 18. Reporting incidents

1. If a Customer knows or has grounds to suspect that his Means of Access, or that of other holders who have access to the Customer's products or services, has been misused or could be misused by unauthorised persons, for example in the event of loss, theft or any other irregularity, the Customer shall be obliged to inform ABN AMRO of this immediately.
2. Incidents may be reported by the Customer and any holder of a Means of Access. ABN AMRO shall maintain a permanently staffed contact point for telephone reports. ABN AMRO shall immediately take measures after a report in order to prevent misuse. The Customer shall not be liable for the use of the relevant Means of Access after the report has been made.
3. Where a report is not made in writing, the report must be confirmed immediately by or on behalf of the Customer in writing, by fax or electronically. If an offence is suspected the Customer shall, when requested, report the matter to the police, in the absence of any applicable Special Conditions to the contrary. The Customer shall also, when requested,

provide such cooperation to ABN AMRO as may be reasonably necessary in order to clarify the circumstances surrounding an incident.

Article 19. Technical Infrastructure

1. ABN AMRO shall not be liable for, and shall not bear the risk relating to any technical infrastructure necessary for Communication with ABN AMRO where the infrastructure is not under its control, such as the telephone network and the equipment of Internet providers. ABN AMRO shall therefore not be liable for any non-arrival of messages sent to it or distortion of messages.
2. ABN AMRO shall use its best endeavours to keep the infrastructure under its control available so that the Customer can undertake electronic and telephone Communication within the times of availability indicated by ABN AMRO. However ABN AMRO cannot guarantee actual availability and does not therefore accept liability in this respect, except in the event of gross negligence. In such a case, the liability of ABN AMRO shall be limited to any direct loss suffered by the Customer.

Article 20. Variations of and additions to the Conditions

ABN AMRO shall be entitled to vary or add to these Conditions. The Conditions in their new form shall become binding on the Customer and ABN AMRO 30 days after notification of the changes to the Customer.

Article 21. Disputes

1. The Conditions shall be governed by Dutch law.
2. Disputes between the Customer and ABN AMRO shall be submitted to the competent Dutch Courts, unless otherwise provided for in mandatory regulations applicable to ABN AMRO.
3. The Customer shall be entitled, notwithstanding the foregoing to submit disputes to dispute and complaint resolution services where ABN AMRO has subjected itself to their authority, with due observance of the regulations of such instances.

Article 22. Codes of conduct, dispute resolution authorities

1. Information is available on the website of ABN AMRO (abnamro.nl) about the competent dispute and complaint resolution authorities, as well as any codes of conduct to which ABN AMRO subscribes. Information is also given as to how the Customer may consult the applicable regulations and codes of conduct.
2. The information referred to in paragraph 1 shall also be made available on paper when requested.

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259

General Conditions for Personal Access Code

Article 1: Definition of terms

- ▶ **Services:** the service(s) in respect of which the Bank and the Account Holder(s) have agreed with each other that the subject conditions will be applicable.
- ▶ **The Access Code:** the three- or five-figure code that provides access to the services.
- ▶ **The Bank:** ABN AMRO Bank N.V.
- ▶ **The Account Holder:** the Account Holder or, in the case of a joint account, the Account Holders, to whom the Access Code has been allocated. Unless indicated otherwise, Account Holder means each Account Holder individually.
- ▶ **The Agreement:** the agreement between the Account Holder and the Bank with regard to use of a Service or Services for which the Access Code is required.
- ▶ **The Conditions:** the General Conditions for Personal Access Code.
- ▶ **Correspondence Address:** the address to which the original account statements are sent.

Article 2

The Conditions apply to the relationship between the Bank and the Account Holder with respect to the use of Services. In addition to the Conditions, the General Conditions of the Bank, in which the relationship between the Bank and its Clients is set out, are also applicable in so far as is not provided otherwise in the Conditions. In addition, supplementary conditions may apply to a specific Service. The Account Holder will receive such supplementary conditions on taking up that Service.

Article 3

The Access Code will be sent by the Bank by ordinary mail to the Correspondence Address. If the Account Holder receives the Access Code in an opened envelope, the Account Holder should immediately take measures as determined in Article 10 of these Conditions. No more than one Access Code will apply per account. Only the Account Holder himself/herself is permitted to perform operations using the Access Code.

Article 4

The Bank indicates in the case of Services whether the Access Code is required for an instruction. The Bank also

indicates whether the three- or five-figure Access Code is required. Any instruction issued to the Bank by telephone and/or other interactive media, when provided with the required Access Code, has the same legal value and priority as an instruction given in writing, provided with the required legally valid signature(s). The Bank is entitled to execute any instruction that is provided with the required Access Code.

Article 5

With respect to the use of certain Services by the Account Holder the Bank will set limits per unit of time to the number of transactions to be performed by the Account Holder and/or the level of the amounts that the Account Holder may dispose of or use and will inform the latter hereof at the time of entry into the Agreement or requesting of a Service or Services. The Bank is entitled at any time to restrict for important reasons such limits applicable for the Account Holder. The Bank will notify the Account Holder hereof as soon as possible and, if requested, will advise the reasons.

Article 6

Every instruction regarding the Bank's Services given by telephone and/or other interactive media will be recorded. Such recording may serve for the Bank as proof that the instruction, accompanied by the Access Code required therefor, has been given.

Article 7

The Account Holder may only make changes and/or additions using the form determined by the Bank. Unless indicated otherwise, this form must be signed by all Account Holders.

Article 8

The Bank will endeavour to achieve as far as possible trouble-free functioning of the hardware and software under its administration.

Article 9

The Account Holder should treat his/her Access Code with care and keep it strictly secret. The Account Holder is responsible for the use of the Access Code.

Article 10

If the Account Holder knows or suspects that his/her Access Code is known to third parties, the Account Holder should take appropriate measures. The Account Holder should change the Access Code or place a block on the Access Code by entering an incorrect Access Code three times. In the case of improper use the Account Holder should also inform the Bank hereof in writing and, if requested, report improper use to the police.

Article 11

The Agreement is entered into for an indefinite period. The Agreement may be cancelled at any time by the Account Holder and/or the Bank in writing, observing a notice period of at least one week. The Bank is entitled at any time, for important reasons, to limit, place a block on or terminate the use of the Services without observing the applicable notice period indicated above. The Bank will give notification of this as soon as possible and, if requested, advise the reasons.

Article 12

The Bank is entitled to make changes and/or additions to the Conditions. Changes and/or additions to the Conditions will be binding on the Account Holder thirty days after notification thereof has been sent to the Correspondence Address. If the Account Holder does not agree with the changes and/or additions, the Account Holder is entitled to cancel the Agreement not later than on the date on which the amended conditions come into force. Such cancellation should be made in writing and must reach the Bank before the date indicated.

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259

Conditions for Consumer Payment Services

Definitions

In these conditions the following terms shall have the following meanings:

- ▶ **Bank:** ABN AMRO BANK N.V. unless it is apparent from the text that it concerns another bank that is involved in the performance of a payment transaction. In this case it may also be a provider of payment services that is not a bank.
- ▶ **Bank card:** a card issued by the bank, which you can use in combination with a PIN as means of customer recognition. A credit card is not a bank card as defined here.
- ▶ **Beneficiary:** the person for whom a payment is intended.
- ▶ **Communication channel:** the meaning is described in the Client Relationship Conditions. Examples of communication channels are post, telephone or internet.
- ▶ **Conditions of Payment Services:** this refers to these Conditions for Consumer Payment Services.
- ▶ **Consequential loss:** loss other than amounts debited unjustly to your account.
- ▶ **Current account:** an account that you have as a consumer client at the bank and which is intended for the performance of payment transactions.
- ▶ **Instruction date:** the date on which the bank receives an instruction to carry out a payment transaction or the date that applies as instruction date in accordance with article 4.2.
- ▶ **Means of customer recognition:** the meaning is described in the Client Relationship Conditions. An example of a means of customer recognition is the bank card plus PIN.
- ▶ **Negative balance:** a position on the current account in the case of which you have a debt to the bank.
- ▶ **Payment Services Information Sheet:** the typed or electronic information sheet for Consumer Payment Services.
- ▶ **Payment transaction:** a payment transaction may be depositing of cash, withdrawal of cash, transfer, collection, payment via a point-of-sale terminal (Maestro or Chipknip) and loading or repaying the balance on the Chipknip.

- ▶ **PIN:** a personal identification number that you can use in combination with the bank card.
- ▶ **SEPA area:** the Single Euro Payments Area. This area includes among others the countries of the European Union, Norway, Iceland, Liechtenstein and Switzerland. You can find further information at abnamro.nl or ask the bank.
- ▶ **Statement:** the meaning is described in the Client Relationship Conditions. An example of a statement is a statement of account.
- ▶ **Working day:** any day on which the payer's bank or the beneficiary's bank is open for the activities that are necessary for the execution of a payment transaction. You will find further information on this in the Information Sheet for Consumer Payment Services.

1. Conditions for Payment Services

1.1. To what do these conditions apply?

The Conditions for Payment Services apply to the following banking services:

- ▶ your current account (betaalrekening)
- ▶ your bank card (bankpas)
- ▶ your payment transactions

These are referred to in these conditions as payment services.

1.2. Do other conditions also apply?

In addition to these conditions the following also apply:

- ▶ the General Conditions of ABN AMRO Bank N.V. These are the General Banking Conditions and the Client Relationship Conditions.
- ▶ the Consumer Payment Services Information Sheet. This contains rates, additional rules and information on the topics covered in these Conditions for Payment Services.

2. Current account

2.1. What can you and the bank use the current account for?

You can use your current account for payment transactions. The bank will credit or debit your payment transactions to your current account. The bank may also

do this for other amounts that you are owed by or owe to the bank.

You may only use the current account as a consumer and not for your profession or business, for which the bank offers other accounts with different conditions. If you do not use the current account as a consumer, these conditions do not apply.

2.2. May you have a negative balance in your current account?

You must ensure that there is sufficient money in your current account. You may not have a negative balance if you have not agreed this clearly in advance with the bank. If there is a negative balance while this has not been agreed, you must immediately ensure supplementing of the amount in the current account.

2.3. What happens to your payment instruction if you do not adhere to this?

The bank may refuse to carry out your instructions or reverse them if execution would result in a negative balance while this is not permitted.

3. Bank card

The bank card with PIN or with signature is a means of customer recognition. It is subject to the rules which are described in the Client Relationship Conditions. You can also use the bank card plus PIN to place an electronic signature or to give a statement of agreement.

4. Payment transaction instruction

4.1. Within what period will your instruction be executed?

A maximum execution period applies to payments within the area of the member states of the European Union and the countries Iceland, Norway and Liechtenstein. This applies provided that it relates to a payment in euros or another currency of one of these countries.

In the case of these payment transactions the beneficiary's bank receives a payment from your current account not later than on the next working day following the instruction date. This period is maximum two working days if you issue a written instruction. If the bank has to exchange the amount into another currency, this period is two working days longer.

The bank executes other payment transactions within a reasonable period after the instruction date.

4.2. What date applies as instruction date?

The instruction date is the date on which the bank receives an instruction for an outgoing payment transaction.

The following rules apply:

- ▶ If the day on which the bank receives the instruction is not a working day, the instruction date shifts to the next working day.
- ▶ You must send written instructions to the address indicated in the Payment Services Information Sheet. The date on which the bank receives your written instructions at this address counts as the date of receipt.
- ▶ Since the bank needs time to process your instruction, it may set times after which processing on the same day is no longer possible. These times may differ between types of payment transaction, communication channel or other circumstance. If the bank receives your instruction later than these times, the next working day counts as the instruction date. If the bank sets such times, it indicates them in the Payment Services Information Sheet.
- ▶ If you issue an instruction to execute a payment transaction on a later date, that date counts as the instruction date. If that date is not a working day, the instruction date shifts to the next working day. In the case of a standing order (periodieke overboeking – see article 9 of these Conditions for Payment Services) this may be different. If the next working day falls in a different month, the instruction date for a standing order shifts to the preceding working day.
- ▶ If you do not have enough money in your account in order for the instruction to be executed, the bank may check again on the next working day whether execution is possible. The bank is not obliged to do so and will do this a maximum of five times. The date on which execution is possible then counts as instruction date.

4.3. Is an instruction always executed?

The bank may always refuse or postpone execution of an instruction if there is reason to do so according to the applicable conditions. If the bank does not execute an instruction, it will let you know this.

4.4. What happens if the beneficiary has not received the payment?

It can happen that the beneficiary has not received the payment while the amount has in fact been debited to your account. In that case the bank must demonstrate that the beneficiary's bank has in fact received the payment. If the bank cannot demonstrate this, it will reverse the debit.

4.5. Are payment transactions subject to limits?

The bank may set limits for your payment transactions, for example for the level of the amount or for the number of payment transactions. These limits may differ from one type of payment transaction or communication channel to another. You will find further information in the Payment Services Information Sheet.

4.6. What applies to payment transactions in currencies other than the euro?

In the case of payment transactions from or to your current account in a currency other than the euro the bank may exchange the amounts. In the case of outgoing payments the bank exchanges the amount on the instruction date, in the case of incoming payments on the date on which the bank credits the amount to the account. The bank uses for this purpose the exchange rate set by the bank which applies at the time that the bank exchanges the amount.

4.7. What exchange rates and interest rates apply for the current account?

The Payment Services Information Sheet shows how you can request the exchange rates and interest rates that apply to your current account from the bank. The bank may amend exchange rates and interest rates at any time without notifying you in advance.

5. Statements

5.1. How frequently do you receive a statement of account?

You receive a statement of the payment transactions and other postings to or from your account at least once a month. If you use Internet Banking, you can view the up-to-date statement at any time.

5.2. Can you receive a statement of account on paper more often?

If you wish, you can receive additional paper statements of account. You will have to pay the applicable charge for

this. You will find information on this in the Payment Services Information Sheet.

6. Safety and risk allocation

6.1. How can you prevent unauthorised use of your current account and bank card by others?

You must keep to all our rules and regulations for the use and security of payment services. You can read these rules in the General Conditions of ABN AMRO Bank N.V. and in the Payment Services Information Sheet.

6.2. How can you limit loss as a result of unauthorised use?

If an unauthorised person uses or could use your means of customer recognition, you must report this immediately to the bank. This applies to your bank code and PIN but also to other means with which you can identify yourself. Examples of this are passwords, codes or ID cards. If a bank form bearing your name has been lost or stolen, you must also report this to the bank.

6.3. Who bears the risk of unauthorised use?

If the bank carries out a payment transaction and debits it to your current account without a valid instruction, the following applies. The debited amount is then for the bank's account. The cases described below constitute exceptions to this.

- ▶ If your bank card or other means of customer identification has been lost or stolen, the maximum amount for which you are liable (eigen risico) is € 150. This amount also applies if you have not taken effective care of the security of your PIN, or of another personal security reference of a means of customer identification. This is because if you do not take care of security, others can make use of your bank card or means of customer identification. The amount for which you are liable applies only for payment transactions up to the time at which you notify the bank that someone may be able to make unauthorised use of your means of customer identification.
- ▶ If you have been grossly negligent in complying exactly with our rules, the payment transactions are entirely for your account and risk. This applies until the time at which you notify the bank that someone may be able to make unauthorised use of your means of customer identification.
- ▶ If you act intentionally or fraudulently, the payment transactions are wholly for your account and risk.

In this regard the bank diverges from the risk allocation as indicated in the Client Relationship Conditions.

7. Indirect loss and consequential loss

If you incur indirect or consequential loss, the bank is not liable for this. This relates to loss other than amounts that have been wrongfully debited from your account. This could for example be a loss that you incur as a result of being temporarily unable to make payment.

An exception to this rule applies in the case of deliberate intent or gross negligence on the part of the bank.

8. Withdrawals and deposits

8.1. What is a withdrawal and how can you withdraw money?

A withdrawal is a payment transaction in which the bank pays money from your current account to you in cash. You can withdraw cash at cash machines. You can also order cash and collect it from a bank branch. In the case of withdrawals you must use your bank card and PIN or other means of customer identification prescribed by the bank. In the Netherlands and abroad you can make withdrawals with a bank card with Maestro logo at cash machines bearing a Maestro or Cirrus logo.

8.2. What is a deposit and how can you deposit money?

A deposit is a payment transaction in which the bank receives cash and credits it to a current account. You can deposit money at those of the bank's cash machines that have a deposit function.

9. Transfer

9.1. What is a transfer and what types of transfer are there?

In the case of an outgoing transfer the bank debits the amount to your current account and ensures that the beneficiary's bank receives that amount. In the case of an incoming transfer the bank receives an amount for you and credits it to your current account.

Giro collection form (acceptgiro) and iDEAL payments are transfers for which you issue an instruction by means of an already completed instruction form. In the case of a collection form this is a completed paper instruction form. In the case of iDEAL this is an electronic instruction form.

A standing order is a transfer that the bank repeats at fixed times and for which you only have to issue an instruction once.

A SEPA transfer is a specific type of transfer. This is a domestic or international payment in euros to an account in one of the participating banks within the SEPA area. You can find more information about this at abnamro.nl.

You can also ask the bank to carry out a transfer as an urgent transfer. In this case the bank makes the transfer as rapidly as possible.

9.2. What rules apply to a transfer instruction?

The bank is not obliged to check whether the name of the beneficiary and other information in your instruction are correct. The bank carries out your instruction on the basis of the beneficiary's account number as indicated by you in the instruction.

You must indicate the IBAN (International Bank Account Number) of the beneficiary and the BIC (Bank Identifier Code) of the beneficiary's bank in the instruction:

- ▶ in the case of an international transfer in euros within the territory of the member states of the EU and the countries Iceland, Norway and Liechtenstein.
- ▶ in the case of a SEPA transfer.

10. Direct debit

10.1. How does direct debit work?

A direct debit (incasso) is a transfer from your current account for which not you but the beneficiary (the creditor) issues the payment instruction. You must first give the beneficiary permission for this via a direct debit mandate (incassomachtiging). This mandate also applies if you give permission to the bank to execute the payment instruction. You may withdraw a mandate by notifying this to the beneficiary.

A SEPA direct debit is a specific type of direct debit. It relates to a domestic or international payment in euros between accounts at banks which participate within the SEPA area. You can find further information about this at abnamro.nl.

10.2. Can you have a direct debit reversed?

You may ask the bank to reverse a direct debit without having to give a reason. You do have to do so within eight

weeks of the amount having been debited to your current account. Reversal is not possible in the case of:

- ▶ a mandate for recurrent collections (doorlopende machtiging) for games of chance.
- ▶ a mandate for a one-off collection (eenmalige machtiging) (in which the amount of the payment is indicated).

10.3. What can you do if a direct debit is executed for which you have not given authorisation?

If there is no valid mandate for an executed direct debit, you can request the bank to recredit the amount to your current account. You must do this as quickly as possible, in any case within thirteen months following the debit. The bank will then investigate whether the creditor can show a valid mandate. If the creditor cannot do so, the bank recredits the amount. The bank follows this procedure only if a refund without statement of reasons is not possible within eight weeks.

10.4. Can your current account be blocked for direct debits?

You have the following possibilities for having your current account blocked for direct debits, provided that they are not SEPA direct debits:

- ▶ blocking of all direct debits.
- ▶ blocking of all direct debits for a particular account number of a particular creditor.

You must make a request to the bank to block these direct debits two working days in advance.

You have the following possibilities for having your current account blocked for SEPA direct debits:

- ▶ blocking of all SEPA direct debits.
- ▶ blocking of all SEPA direct debits for a particular creditor. This is only possible if the bank has previously received an instruction from that creditor.
- ▶ blocking of all SEPA direct debits on the basis of a specific mandate. This is only possible if the bank has previously received an instruction on the basis of that mandate.
- ▶ one-off blocking of a particular SEPA direct debit. This is only possible if the bank has already received the direct debit instruction.

You must make a request to the bank to block SEPA direct debits at least one working day before the creditor issues the direct debit instruction. You must also indicate which direct debit is concerned and how you wish to block it.

If you have issued a blocking instruction, the bank does not execute the direct debit. You will receive no further notification of this.

You may also request the bank to lift a direct debit blocking instruction. This takes two working days and in the case of SEPA direct debits one working day.

11. Payment via cash machine

11.1. How can you pay via a point-of-sale terminal?

With a bank card with Maestro logo and PIN you can make payments from your current account via a point-of-sale (POS) terminal. This is possible in the Netherlands and abroad at any firm that accepts Maestro. At some firms abroad you do not have to use your PIN for this, but you must in that case sign the transaction slip.

11.2. How does the payment work if you have not approved the amount in advance?

Sometimes the exact amount of a payment via a point-of-sale terminal is not yet known at the time you approve the payment, for example in the case of an unmanned filling station. The bank may then debit a provisional amount to your current account. As soon as the actual amount is known the bank changes the provisional amount into the actual amount.

12. Payment via cash machine with the Chipknip

12.1. What can you use the Chipknip for?

You can use the Chipknip (electronic wallet) to load electronic money on to your bank card. You can then use this to make payments at any business that accepts the Chipknip.

12.2. What rules apply to the Chipknip?

The following rules apply to the Chipknip.

- ▶ You can load money on to the Chipknip at loading machines, using your PIN. The amount that you load on to the Chipknip is debited to your current account by the bank. You can also use the same machines to deposit an unused balance on your Chipknip back into your current account.
- ▶ When you make payment with the Chipknip you do not use a PIN. The amount that you pay is deducted from the balance on the Chipknip.

- ▶ The bank cannot freeze the balance on your Chipknip. If you lose your bank card with Chipknip or someone uses it without your permission, this is at your risk.
- ▶ You do not receive a statement of payments made with the Chipknip.
- ▶ If the Chipknip is no longer usable, you can hand the bank card with Chipknip in to the bank. If the bank is able to determine that there is an unused balance on the Chipknip, the bank credits this to your account. If this is not possible, the bank calculates the balance on the basis of the loading and payment data. The bank then credits this amount to your account. However, the bank can only do this if you hand the bank card in within twelve months of the last time that you loaded the Chipknip or made payment with it.

13. Payment Services Information Sheet / sending information

In the Payment Services Information Sheet you will find further rules and information about the bank card, means of customer identification, current account, payment transactions, working days, limits, charges, exchange rates and statements. You must comply with the rules in this information sheet.

You can request the bank to send the Conditions for Payment Services or the Payment Services Information Sheet to you again.

14. Amendment / termination

14.1. Can the bank change the conditions?

The bank may change and add to the Conditions for Payment Services and the Payment Services Information Sheet. If the bank does so, it will notify you at least two months in advance. The change and amendment will apply to you unless you cancel the payment services before the change comes into effect.

14.2. What rules apply to cancellation of the payment services?

You may terminate the payment services whenever you want by notifying the bank accordingly. On the last day of the month in which the bank receives your cancellation the bank will terminate the payment services.

The bank itself may also terminate the payment services. In that case the bank will send you notice of cancellation at least two months in advance.

ABN AMRO Bank N.V., established in Amsterdam
Amsterdam Chamber of Commerce Trade Register
number 34334259

General terms and conditions ABN AMRO Credit Card

These general terms and conditions are made up of three sections:

section 1: General provisions (articles 1-20)

section 2: Card without Spread Payments Facility (articles 21-23)

section 3: Card with Spread Payments Facility (articles 24-28)

Your ABN AMRO Credit Card is not automatically provided with the Spread Payments Facility. In that case only sections 1 and 2 of these general terms and conditions apply to your Card. If the Spread Payments Facility is agreed, sections 1 and 3 of these general terms and conditions apply.

Section 1. General provisions

Article 1. Definitions

The terms used in these general terms and conditions shall be defined as follows:

- ▶ **ABN AMRO:** ABN AMRO Bank NV, our partner in issuing this Card;
- ▶ **Merchant:** business and/or institution accepting the Card as a means of payment;
- ▶ **BKR:** the Central Credit Registration Office (Bureau Krediet Registratie);
- ▶ **Card:** the ABN AMRO Credit Card issued to you, which includes both the Main Card and the Extra Card;
- ▶ **Card Fee:** the annual fee payable for the Card;
- ▶ **Documentation:** the product information, prices and conditions provided to you by us in relation to the Card;
- ▶ **Extra Card:** any Extra Card issued by us in addition to a Main Card;
- ▶ **Spread Payments Facility:** the opportunity to settle the amount due on the Card in instalments;
- ▶ **Main Card:** the Card in respect of which an Extra Card is issued;
- ▶ **APR:** annual percentage rate;
- ▶ **MasterCard:** MasterCard Europe sprl. or MasterCard International Inc.;
- ▶ **PIN:** the personal identification number to be used by the Cardholder in combination with the Card;
- ▶ **Agreement:** the agreement you have entered into with us in relation to the Card and the Spread

Payments Facility, if agreed. The Agreement comprises the Documentation, these general terms and conditions and any additional agreements and conditions;

- ▶ **You (you/your):** he holder of the Card;
- ▶ **We (us/our):** International Card Services BV.
Visiting address: Wisselwerking 32, 1112 XP Diemen.
Postal address: PO Box 23225, 1100 DS Diemen.
We are registered with De Nederlandsche Bank (Westeinde 1, 1017 ZN Amsterdam) and the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten, AFM), Vijzelgracht 50, 1017 HS, Amsterdam;
- ▶ **Exchange Rate:** the Exchange Rate determined by MasterCard, plus 1.95%. Please contact us if you should wish to receive further information about the applicable Exchange Rate.

Article 2. Commencement, term and termination of the Agreement

- 2.1. The Agreement will become effective on any of the following moments, whichever comes earliest:
 - a) when you activate the Card;
 - b) on first use of the Card by you as a means of payment of for a cash withdrawal;
 - c) the moment of your first payment to us, or
 - d) any moment that you otherwise agree to the terms of the Agreement.
- 2.2. The Agreement is entered into for an indefinite period. You are at all times entitled to terminate the Agreement, either in writing or by telephone, with due observance of a notice period of 2 weeks. We are likewise entitled to terminate the Agreement, with due observance of a notice period of 2 months.
- 2.3. We are authorized to block the Card and the related facilities with immediate effect if any of the following circumstances occur, or appear to occur:
 - a) you are acting in breach of the Agreement, for example by being in arrears with payments;
 - b) the Card is reported stolen, missing or lost;
 - c) your creditworthiness has deteriorated significantly;
 - d) the amount due exceeds the spending limit;
 - e) you have been declared bankrupt or the

- statutory debt restructuring scheme for natural persons has been declared applicable to you;
- f) abuse, unauthorized use or fraudulent use of the Card;
 - g) your death;
 - h) you have left the Netherlands or intend to do so to settle elsewhere;
 - i) you have left the residential address you provided to us;
 - j) you are involved in fraudulent actions.

2.4. When we block the Card, we will inform you as soon as possible, unless doing so should represent a breach of the law or legitimate security interests.

2.5. The validity of the Card shall not exceed the expiry date mentioned on it. We may from time to time provide you with a new Card as a replacement for the Card. We are authorized to declare the old Card invalid. The new Card will be attached to a document and sent to your address. The new Card is governed by the general terms and conditions contained in this document.

2.6. Within 14 calendar days from the commencement date of the Agreement you are entitled to dissolve the Agreement in writing free of charge. If, during the period that the Card was available to you, you have made use of the Card or the related facilities, such use shall be governed by all the conditions, financial and otherwise, contained in the Agreement. If the Agreement is dissolved in this way, the Card Fee shall not be due.

2.7. Once the Agreement has been terminated or the Card has been blocked:

- a) you are no longer allowed to use the Card;
- b) the Card has become invalid;
- c) the Card may be rejected or withdrawn by us, by a Merchant or by a bank;
- d) you are obliged - at our request - to cut the Card into 4 pieces and return it to us. If you fail to comply with this request, a penalty will be due of € 25 for each day that we have not received the Card, with a maximum of € 1,000. If the damage sustained by us is in excess of € 1,000 we shall also be entitled to demand payment from you of the amount in excess of the maximum penalty.

Article 3. Our general obligations

3.1. We undertake to provide our services with the greatest possible care.

Article 4. Your general obligations

4.1. You are responsible for the use of the Card and are at all times obliged to carefully keep the Card in a safe place.

4.2. Whenever the Card is used, you should at all times check if your own Card is returned. You should check at least once a day if the Card is still in your possession. The account statements should be checked by you immediately after receipt, but no later than 30 days from the date mentioned thereon. We may from time to time issue instructions regarding the safe use of the Card, including methods such as 'MasterCard SecureCode' for performing purchases on the internet and/or the confidentiality of the PIN. These instructions must be complied with by you.

4.3. You should at once inform ABN AMRO of any changes to your contact information (including your e-mail address) as well as of any other changes that may be relevant to the Agreement.

Article 5. PIN and confidentiality

5.1. You are free to select your own PIN. If you do not make use of this opportunity or are unable to do so, a PIN will be issued to you automatically. The PIN is personal and non-transferable, as is the Card.

5.2. The PIN must not be disclosed to anyone, including family members, people living with you and our employees. You must not write the PIN on the Card, or on any other document that is kept together with the Card. If you put the PIN down in writing, this should be done in such a manner as will cause the PIN to be incapable of being recognized or deduced by third parties. You must make sure that others will not be given the opportunity to watch when the PIN is entered by you. Other personalised security codes related to the Card, such as a log-in name or password, must likewise be kept strictly confidential and may only be used by you.

Article 6. Loss, theft and improper use

6.1. Loss or theft of the Card, the PIN and/or any other personalised security codes must be reported by you by telephone at the earliest possible moment after the incident has been or could have been discovered, for example by at once checking the account statement. If you have a reasonable suspicion of improper use having been made of

the Card, the PIN and/or the other personalised security codes, as demonstrated by, for example, the account statement or the secure internet environment, you must notify us of this by telephone as soon as possible. Next you must without delay confirm this notification in writing and report the incident to the police.

- 6.2. After the notification as referred to in article 6.1 no risk will be incurred by you for the subsequent use of the Card from that time onwards, unless you have committed a fraudulent act or in cases of intent or gross negligence on your part. In that case you will be held liable for all losses resulting from the loss, theft and/or improper use of the Card, the PIN and/or any other personalised security codes. You will be liable for gross negligence in any case if you have failed to comply with one or any of the obligations arising from articles 4, 5 and 6.1.

Article 7. Extra Card

- 7.1. If at the request of the holder of a Main Card we issue one or more Extra Cards, this Extra Card or these Extra Cards will likewise be governed by the Agreement. This means that the Agreement equally applies to the holder(s) of the Extra Card(s).
- 7.2. The Agreement with a holder of an Extra Card will end automatically the moment the Agreement with the holder of the Main Card ends.
- 7.3. The holder of the Main Card will on behalf of the holder of the Extra Card receive all communications sent by us.

Article 8. Card Fee

- 8.1. The annual Card Fee must be paid by you, unless agreed otherwise. The amount of the Card Fee is stated in the Documentation. The Card Fee forms part of the outstanding balance governed by articles 22 and 25. If the Agreement is terminated in the course of a year, the Card Fee will be refunded on a pro rata basis.

Article 9. Personal data

- 9.1. We shall use your personal data in accordance with and for the purposes set out in the Code of Conduct for the Processing of Personal Data by Financial Institutions (the Gedragscode Verwerking Persoonsgegevens Financiële Instellingen).

Among the purposes for which we shall process your personal data are:

- a) the assessment and acceptance of the application for your Card;
- b) the execution of the Agreement;
- c) settling national and international payment transactions;
- d) carrying out analyses for statistical and research purposes;
- e) sending information on products, services and promotions. This may happen after an analysis has been carried out of your personal data, the information obtained by us through the use of the Card and the type and volume of the services we have provided to you;
- f) protecting the safety and integrity of the national and international financial sector, which includes combating, preventing and detecting criminal activities, as well as attempts to engage in such activities;
- g) complying with our statutory obligations.

For the purposes mentioned in (b) and (c) we may pass your personal data on to MasterCard. If you do not wish to receive the information mentioned in (e) you may inform us of this free of charge by writing to freepost number 1110, 1110 VB Diemen.

- 9.2. For the purpose of executing the insurance agreement(s) pertaining to the Card we may pass your personal data on to one or more insurance companies, which under the applicable laws, or privacy laws, will be the responsible party or parties in respect of the insurance agreement(s).
- 9.3. When a Card is applied for, a credit check may be performed by consulting the Central Credit Registration Office (Bureau Krediet Registratie, BKR) based in Tiel. This register and/or commercial information agencies will also be consulted in order to obtain information regarding your financial status, if we should feel we have a reasonable interest in doing so, such as in the case of a credit limit change or payment arrears.
- 9.4. Telephone conversations with you may be recorded for employee training and assessment purposes or for the purpose of recording evidence.

Article 10. Amending the Agreement

- 10.1. We are entitled to amend the Agreement within the limits set by the law. You will be notified of this

no later than 2 months prior to the effectuation of the changes. If you do not within two months inform us in writing that you do not accept the changes, this will be construed as acceptance of such changes. You may terminate the Agreement free of charge before the changes become effective.

Article 11. Making payments with the Card

- 11.1. The Card may be used worldwide for making payments to Merchants. The Card may also be used for cash withdrawals from affiliated banks and/or from cash machines. When the Card is inserted into a cash machine or card reader or imprinter for the purpose of making payments or cash withdrawals and the PIN has been entered or a signature has been placed, you will be deemed to have agreed to the payment. With some machines (such as toll gate machines or pay-and-display machines) you are deemed to have accepted the payment by the mere inserting of the Card without the PIN having been entered or a signature placed. When a purchase is made through the internet, by telephone or in a manner similar thereto, you will be deemed to have accepted the sale by having provided the Card details and having allowed the payment instructions to be carried out. Accepting the payment implies that the amount in question will be charged to the Card account.
- 11.2. We do not guarantee the permanent, uninterrupted use of the Card. The use of the Card after all is dependent on a great number of external factors, such as the collaboration of the Merchants and the performance of computer or telecommunication systems operated by us or by third parties. Moreover, the balance of the Card may be inadequate and cash withdrawals may be limited to a maximum amount per day. We shall not be liable when the Card cannot be used, when it cannot be used in time or not in full.
- 11.3. If you perform a payment transaction with the Card, we will pay the amount in question on your behalf to the Merchant in question.
- 11.4. Merchants and/or affiliated banks may make additional or special requirements with regard to accepting the Card, such as demanding proof of identity.
- 11.5. You may instruct us to transfer money from your bank account to the Card and vice versa. We shall

carry out these transactions no later than on the working day subsequent to the day the instructions have been received. When such instructions are in writing, this period is extended by one working day. When we carry out instructions for a money transfer, this also implies that we will send instructions to either our bank or your bank for further processing, as a result of which completion of such instructions may take a few working days.

A money transfer may be rejected or delayed as a result of:

- a) you having failed to state the requested information correctly and in full;
- b) the balance on the Card or the bank account being insufficient;
- c) the Card having been blocked, being invalid or having been withdrawn;
- d) fraud and/or improper use, or a presumption of such activities, or
- e) breakdowns of the equipment or means of communication. We will inform you of any such events as soon as possible by telephone, in writing or by e-mail.

Article 12. Saving

- 12.1. We offer you the opportunity to have a credit balance on your Card. If an Extra Card has been issued, the credit balance will be allocated to the Main Card. Interest at a rate to be determined by us will be paid on a credit balance of € 500 or more, which interest rate will be specified on the account statement. We are entitled to change the interest rate. You will be informed of such a change by means of the account statement or in any other manner to be determined by us.

Article 13. Spending limit

- 13.1. The spending limit is determined by us. You must not exceed this limit. The amount, if any, by which the spending limit is exceeded, is due and payable at once. We are entitled to adjust the spending limit.
- 13.2. If a credit balance appears on the Card, the spending limit will be raised by the amount of the credit balance in question for as long as the said credit balance exists.
- 13.3. If an Extra Card has been issued, one spending limit applies to the Main Card and Extra Card jointly. The spending limit may be changed by the

holder of a Main Card only. He will do so on behalf of the holder of an Extra Card.

Article 14. Foreign currency and transaction fees

- 14.1. Payments and cash withdrawals in foreign currencies are converted into Euros on the basis of the Exchange Rate on the date on which the payment or the cash withdrawal is processed by us. Processing depends on the time the payment or cash withdrawal has been communicated to us.
- 14.2. Cash withdrawals will be subject to a charge of 4% on the amount withdrawn, with a minimum of € 4.50.

Article 15. Account statement

- 15.1. We will make available or provide a monthly account statement to you, stating all new expenses incurred and amounts received in the month in question. 'New expenses incurred' also include amounts you owe to us, such as the Card Fee, Exchange Rates, transaction fees, penalties and interest. In addition the account statement will include the outstanding balance owed to us by you in that month. If you make a request for additional information, we may charge a fee for this. We will inform you of such fees in advance.
- 15.2. After a period of 13 months from the date of the account statement the contents of those account statements will be deemed to have been approved by you. We are authorized to rectify any mistakes, or calculation mistakes, after this period.

Article 16. Disputed amounts

- 16.1. If you disagree with any amount on your account statement, you may dispute this amount. You must inform us of any disputed amounts in writing at the earliest possible moment after you have received the account statement, by means of a notification stating the full reasons for disputing the amounts concerned. A Merchant not having performed its obligations towards you, for example by delivering incorrect or defective goods or services, does not constitute a reason for disputing an amount. Amounts cannot be disputed either as a result of the Card having been stolen or lost. In such cases the provisions of article 6 apply.
- 16.2. If you have stated sufficiently reasoned arguments for disputing an amount, the amount in question will at once be credited to your account, under

the reservation that the amount in question will be charged to the Card once again, if it should prove to have been wrongly disputed. No amounts are credited to the Card if, in our view, there is no reasonable chance of the disputation being successful.

- 16.3. The following exceptions to the provisions of articles 16.1 and 16.2 apply with respect to disputing amounts:
 - a) at the time you agreed to the transaction its exact amount had not yet been specified (Exchange Rate variations not included); and
 - b) the amount is higher than you might have expected, in view of, for example, your previous spending pattern. When such amounts are disputed, you must have notified us thereof no later than 8 weeks from the date the amount was charged to your account. If the complaint is found to be correct, we will repay the amount in question to you within 10 working days.
- 16.4. If we should require more information or documentation, such a request must have been complied within 10 days at the latest.
- 16.5. Failing to comply with any of your obligations under this article will result in the loss of your right to dispute any amounts.

Article 17. Liability

- 17.1. We shall not be liable for any damage, regardless of the legal ground on which the claim is based,
 - a) in relation to products or services paid for by you with the Card;
 - b) resulting from the Card being blocked, withdrawn or invalidated;
 - c) resulting from a refusal on our part to carry out a payment order.
- 17.2. If you instruct us to transfer money from the Card to your bank account or vice versa and this transfer is not carried out, or is carried out incorrectly, we shall be liable for an amount not exceeding the amount you instructed us to transfer. We shall not be liable if we can prove that the amount in question was received by your bank. In case of liability on our part, we shall pay the amount of the loss as soon as possible.

Article 18. Insurance

- 18.1. Forming part of the Card are Purchases Insurance and Luggage Insurance and Flight Delay, as defined in articles 18.2 and 18.3. The cover provided under this insurance may be found in the policy conditions. On request these conditions will be sent to you free of charge. The main conditions of these insurance agreements are set out below.
- 18.2. Purchases insurance: briefly summarized, insurance cover is provided for a period of no more than 180 days from the date of purchase against loss, theft and damage regarding practically all items of movable property that have been paid for with the Card (either in full or in part). Cover is provided only if you have your permanent residence in the Netherlands. An excess of € 50 per event applies at all times.
- 18.3. Flight Delay and Luggage Insurance: briefly summarized, insurance cover is provided during a period of 60 days regarding practically every scheduled flight paid for with the Card against the following events: flight delay (maximum cover € 140) and luggage delay (maximum cover € 410).
- 18.4. If the Card is blocked as set out in article 2.3 (a), cover under the insurance policy will cease until the Card is de-blocked.

Article 19. Delivery and Internet guarantee

- 19.1. Delivery guarantee: if a product paid for with the Card has not been delivered on the agreed delivery date, we will repay the amount to you, provided the following two conditions have been satisfied:
 - a) you have yourself made an unsuccessful demand for delivery to the Merchant first;
 - b) your request for repayment must have been received by us no later than three months from the agreed delivery date. We will repay the amount within 30 days from receipt of the request, unless the Merchant in the course of that period delivers the product after all or refunds the purchase price. The delivery guarantee will in any case lapse 1 year after the date of the transaction.
- 19.2. Internet guarantee: if internet payments have been made with the Card that have not been authorized by you or if incorrect amounts are charged, the amount in question will be repaid by us, provided the Card was in your possession at the time the

payment was made and the payment has been disputed by you in accordance with article 16.

Article 20. Other conditions

- 20.1. The Card will remain our property. We are authorized to assign the Agreement to a third party. You hereby accept that condition, provided the statutory framework conditions have been met.
- 20.2. We are authorized to amend, extend or terminate the payment options of the Card. We are authorized to subject payments to approval before they are accepted by Merchants.
- 20.3. We may set off any amounts payable by us to you against any amounts that you owe to us.
- 20.4. Our records will serve as full proof to you. You are entitled to provide proof to the contrary.
- 20.5. All our communications with regard to the use of the Card and the Agreement, or its execution, will be in Dutch and will, at our discretion, be made in writing, by e-mail or by text message, by telephone or through our special Internet sites.
- 20.6. On request you will be sent a copy of the Agreement.
- 20.7. We have an internal complaints procedure. Any complaints may be submitted in writing. If you should feel that the complaint was not dealt with to your satisfaction, you may file your complaint with the Financial Services Complaints Board (Klachteninstituut Financiële Dienstverlening, kifid) at kifid.nl, after we have informed you of our final position on the complaint.
- 20.8. The Agreement is governed by Dutch law.

Section 2. Card without Spread Payments Facility

Article 21. Transferring money from the Card to your bank account

- 21.1. Notwithstanding the provisions of article 11.5 it is not possible to transfer money from the Card to your bank account, unless it concerns a transfer from a credit balance.

Article 22. Repayments and the consequences of non-payment, late payment or incomplete payment

- 22.1. The account statement specifies the outstanding balance of the Card which you have to repay to us. The outstanding balance of any account statement

must be repaid to us by you in full within 21 days from the date mentioned on the account statement. Each time you fail to comply with this obligation, you will owe us a penalty of 1.17% of the outstanding balance, plus an amount of € 5 in administrative fees. The penalty and the administrative fee will be charged to you at the next account statement and form part of the outstanding balance.

- 22.2. If within 21 days from the date of the next account statement the outstanding balance as referred to in article 22.1 still has not been settled in full, the Card will be blocked.
- 22.3. If, once the Card has been blocked, you settle the full outstanding balance (including penalties and administrative fees), we may at your request de-block the Card. Once the Card has been de-blocked, it may be used as before.
- 22.4. The penalties referred to in this article are due and payable with immediate effect, regardless of the reason and regardless as to whether you are to blame for the failure to make full and timely payment. No prior warnings are sent by us. In addition to the penalty you are obliged to settle the full outstanding balance.
- 22.5. Once the Card has been blocked, you will owe default interest on the outstanding balance, until full payment has been made by you. The default interest is equal to the statutory interest for noncommercial transactions (this interest may be found at wetten.overheid.nl, 'Besluit wettelijke rente') plus the maximum number of percentage points as contained in the Besluit kredietvergoeding (Lending Rate Decree) (article 4), which may be found at wetten.overheid.nl.
- 22.6. We are obliged to report all unauthorized payment arrears to the BKR.

Article 23. Immediate payment

- 23.1. If the Agreement is terminated or the Card is blocked, the outstanding balance is due and payable with immediate effect.

Section 3. Card with Spread Payments Facility

Article 24. Spread Payments Facility

- 24.1. The Spread Payments Facility is a continuous credit. Once your application for a Card has been received and authorized by us, you will receive

confirmation of the agreed interest rate, the APR (Annual Percentage Rate) and the total credit amount to be paid by you. The percentages in question and the amount are applicable the moment the Agreement becomes effective.

- 24.2. The APR represents the aggregate costs of the credit, expressed in an annual percentage of the total credit amount. The APR and the aggregate costs have been determined on the basis of the following assumptions:
- (i) you will withdraw the full amount of the spending limit in the form of a lump sum,
 - (ii) each month you will pay the minimum amount only as referred to in article 25.1,
 - (iii) you will pay the Card Fee
 - (iv) and you will not use the Card for any further transactions.

Article 25. Repayment, interest and cancellation of debts

- 25.1. The account statement specifies the outstanding balance of the Card that is payable to us. You may repay this outstanding balance in monthly instalments, on which amounts interest is charged. Your minimum monthly payment must be 2.5% of the outstanding balance, with a minimum of € 20.
- 25.2. Interest is charged as follows:
- a) interest is charged on each amount charged to the Card. The following are charged to the Card: payments, cash withdrawals made with the Card, money transfers and costs payable to us, such as the Card Fee, the Exchange Rate, transaction fees and interest. Interest is charged on the payments and cash withdrawals with the Card from the date these were made, whereas interest on the transfers and costs is charged from the date of their entry;
 - b) the interest is calculated on a daily basis (as a result of which the amount of the interest payable may vary from month to month, depending on the number of days in a month) and is equal to the statutory interest for non-commercial transactions (which may be found at wetten.overheid.nl, 'Besluit wettelijke rente' (Statutory Interest Decree)) plus the maximum number of percentage points as contained in the Besluit kredietvergoeding (Lending Rate Decree) (article 4), which may also be found at wetten.overheid.nl. The interest rate is

mentioned on the account statement (when interest is charged). We are authorized to charge a lower interest rate;

- c) the interest is charged each month; it is mentioned on the account statement as a separate item and forms part of the outstanding balance.

- 25.3. If you pay the full outstanding balance within 21 days from the date mentioned on the account statement, no interest will be charged by us on the outstanding balance. The interest will in that case be waived. If you do not pay the outstanding balance in full, we will charge interest on the full outstanding balance, including, therefore, on the part that was paid by you within 21 days. As long as you fail to pay the outstanding balance in full, we will charge interest on all subsequent payments and cash withdrawals. This interest cannot be waived. You will once again be eligible for a waiver as soon as the outstanding balance appearing on a subsequent account statement is paid in full within 21 days.
- 25.4. Interest is always charged for money transfers from the Card to your bank account, which interest is never subject to a waiver, unless the transfer is made from a credit balance.
- 25.5. Any payments received will go towards the principal only after the interest payments and costs have been paid from them.
- 25.6. We are authorized to adjust the interest rate with immediate effect. You will be notified of this change by means of the account statement or in any such other manner as will be determined by us.
- 25.7. In the event of non-payment or late payment of the minimum amount due we will send you a written notice, demanding that you pay the amount due within 7 days. Default interest will be payable on any outstanding amount after this 7-day period equal to the interest mentioned in article 25.2.

Article 26. BKR involvement and the consequences of late payment

- 26.1. We will notify BKR of this Agreement. BKR will process this information in the Central Credit Registration System (Centraal Krediet Informatie-systeem) for the purpose of preventing and limiting credit and payment risks for the affiliated institutions and overcrediting of Card users.

- 26.2. In the event of unauthorized payment arrears we are obliged to report this to BKR. Such a report may have adverse consequences for you in your attempts to obtain a mortgage or other credit facilities.

Article 27. Immediate payment

- 27.1. The outstanding balance is due and payable with immediate effect if:
- a) for a period of at least 2 months you have failed to pay the minimum amount due and continue to do so even after a demand for payment has been made;
 - b) we find that, on entering into the Agreement, you have deliberately provided us with incorrect information of such a nature as would have caused us not to enter into the Agreement, or not on the same conditions, if we had been aware of the true state of affairs;
 - c) you have left the Netherlands or intend to do so to settle elsewhere;
 - d) you have died and we have sound reasons for assuming that your obligations under this Agreement will not be performed by your heirs, or
 - e) you have been declared bankrupt or the statutory debt restructuring scheme for natural persons has been declared applicable to you.

Article 28. Cancellation and end of the Agreement

- 28.1. No use may be made of the Card any longer once it has been cancelled. In all other cases the Agreement remains in force until the moment the total amount owed to us has been paid by you, after which the Agreement will end.

This English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of the Netherlands shall apply.

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259.

General terms and conditions ABN AMRO Gold Card

These general terms and conditions are made up of three sections:

section 1: General provisions (articles 1-20)

section 2: Card without Spread Payments Facility (articles 21-23)

section 3: Card with Spread Payments Facility (articles 24-28)

Your ABN AMRO Gold Card is not automatically provided with the Spread Payments Facility. In that case only sections 1 and 2 of these general terms and conditions apply to your Card. If the Spread Payments Facility is agreed, sections 1 and 3 of these general terms and conditions apply.

Section 1: general provisions

Article 1. Definitions

The terms used in these general terms and conditions shall be defined as follows:

- ▶ **ABN AMRO:** ABN AMRO Bank NV, our partner in issuing this Card;
- ▶ **Merchant:** business and/or institution accepting the Card as a means of payment;
- ▶ **BKR:** the Central Credit Registration Office (Bureau Krediet Registratie);
- ▶ **Card:** the ABN AMRO Gold Card issued to you, which includes both the Main Card and the Extra Card;
- ▶ **Card fee:** the annual fee payable for the Card;
- ▶ **Documentation:** the product information, prices and conditions provided to you by us in relation to the Card;
- ▶ **Extra Card:** any Extra Card issued by us in addition to a Main Card;
- ▶ **Spread Payments Facility:** the opportunity to settle the amount due on the Card in instalments;
- ▶ **Main Card:** the Card in respect of which an Extra Card is issued;
- ▶ **APR:** annual percentage rate;
- ▶ **MasterCard:** MasterCard Europe sprl. or MasterCard International Inc.;
- ▶ **PIN:** the personal identification number to be used by the Cardholder in combination with the Card;
- ▶ **Agreement:** the agreement you have entered into with us in relation to the Card and the Spread

Payments Facility, if agreed. The Agreement comprises the Documentation, these general terms and conditions and any additional agreements and conditions;

- ▶ **You (you/your):** the holder of the Card;
- ▶ **We (us/our):** International Card Services BV. Visiting address: Wisselwerking 32, 1112 XP Diemen. Postal address: PO Box 23225, 1100 DS Diemen. We are registered with De Nederlandsche Bank (Westeinde 1, 1017 ZN Amsterdam) and the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten, AFM), Vijzelgracht 50, 1017 HS, Amsterdam);
- ▶ **Exchange Rate:** the Exchange Rate determined by MasterCard, plus 1.95%. Please contact us if you should wish to receive further information about the applicable Exchange Rate.

Article 2. Commencement, term and termination of the Agreement

- 2.1. The Agreement will become effective on any of the following moments, whichever comes earliest:
 - a) when you activate the Card;
 - b) on first use of the Card by you as a means of payment or for a cash withdrawal;
 - c) the moment of your first payment to us, or
 - d) any moment that you otherwise agree to the terms of the Agreement.
- 2.2. The Agreement is entered into for an indefinite period. You are at all times entitled to terminate the Agreement, either in writing or by telephone, with due observance of a notice period of 2 weeks. We are likewise entitled to terminate the Agreement, with due observance of a notice period of 2 months.
- 2.3. We are authorized to block the Card and the related facilities with immediate effect if any of the following circumstances occur, or appear to occur:
 - a) you are acting in breach of the Agreement, for example by being in arrears with payments;
 - b) the Card is reported stolen, missing or lost;
 - c) your creditworthiness has deteriorated significantly;
 - d) the amount due exceeds the spending limit;

- e) you have been declared bankrupt or the statutory debt restructuring scheme for natural persons has been declared applicable to you;
 - f) abuse, unauthorized use or fraudulent use of the Card;
 - g) your death;
 - h) you have left the Netherlands or intend to do so to settle elsewhere;
 - i) you have left the residential address you provided to us;
 - j) you are involved in fraudulent actions.
- 2.4. When we block the Card, we will inform you as soon as possible, unless doing so should represent a breach of the law or legitimate security interests.
- 2.5. The validity of the Card shall not exceed the expiry date mentioned on it. We may from time to time provide you with a new Card as a replacement for the Card. We are authorized to declare the old Card invalid. The new Card will be attached to a document and sent to your address. The new Card is governed by the general terms and conditions contained in this document.
- 2.6. Within 14 calendar days from the commencement date of the Agreement you are entitled to dissolve the Agreement in writing free of charge. If, during the period that the Card was available to you, you have made use of the Card or the related facilities, such use shall be governed by all the conditions, financial and otherwise, contained in the Agreement. If the Agreement is dissolved in this way, the Card fee shall not be due.
- 2.7. Once the Agreement has been terminated or the Card has been blocked:
- a) you are no longer allowed to use the Card;
 - b) the Card has become invalid;
 - c) the Card may be rejected or withdrawn by us, by a Merchant or by a bank;
 - d) you are obliged - at our request - to cut the Card into 4 pieces and return it to us. If you fail to comply with this request, a penalty will be due of € 25 for each day that we have not received the Card, with a maximum of € 1,000. If the damage sustained by us is in excess of € 1,000, we shall also be entitled to demand payment from you of the amount in excess of the maximum penalty.

Article 3. Our general obligations

- 3.1. We undertake to provide our services with the greatest possible care.

Article 4. Your general obligations

- 4.1. You are responsible for the use of the Card and are at all times obliged to carefully keep the Card in a safe place.
- 4.2. Whenever the Card is used, you should at all times check if your own Card is returned. You should check at least once a day if the Card is still in your possession. The account statements should be checked by you immediately after receipt, but no later than 30 days from the date mentioned thereon. We may from time to time issue instructions regarding the safe use of the Card, including methods such as 'MasterCard SecureCode' for performing purchases on the internet and/or the confidentiality of the PIN. These instructions must be complied with by you.
- 4.3. You should at once inform ABN AMRO of any changes to your contact information (including your e-mail address) as well as of any other changes that may be relevant to the Agreement.

Article 5. PIN and confidentiality

- 5.1. You are free to select your own PIN. If you do not make use of this opportunity or are unable to do so, a PIN will be issued to you automatically. The PIN is personal and non-transferable, as is the Card.
- 5.2. The PIN must not be disclosed to anyone, including family members, people living with you and our employees. You must not write the PIN on the Card, or on any other document that is kept together with the Card. If you put the PIN down in writing, this should be done in such a manner that it will cause the PIN to be incapable of being recognized or deduced by third parties. You must make sure that others will not be given the opportunity to watch when the PIN is entered by you. Other personalised security codes related to the Card, such as a log-in name or password, must likewise be kept strictly confidential and may only be used by you.

Article 6. Loss, theft and improper use

- 6.1. Loss or theft of the Card, the PIN and/or any other personalised security codes must be reported by you by telephone at the earliest possible moment after the incident has been or could have been discovered, for example by at once checking the account statement. If you have a reasonable suspicion of improper use having been made of the Card, the PIN and/or the other personalised security codes, as demonstrated by, for example, the account statement or the secure internet environment, you must notify us of this by telephone as soon as possible. Next you must without delay confirm this notification in writing and report the incident to the police.
- 6.2. After the notification as referred to in article 6.1 no risk will be incurred by you for the subsequent use of the Card from that time onwards, unless you have committed a fraudulent act or in cases of intent or gross negligence on your part. In that case you will be held liable for all losses resulting from the loss, theft and/or improper use of the Card, the PIN and/or any other personalised security codes. You will be liable for gross negligence in any case if you have failed to comply with one or any of the obligations arising from articles 4, 5 and 6.1.

Article 7. Extra Card

- 7.1. If at the request of the holder of a Main Card we issue one or more Extra Cards, this Extra Card or these Extra Cards will likewise be governed by the Agreement. This means that the Agreement equally applies to the holder(s) of the Extra Card(s).
- 7.2. The Agreement with a holder of an Extra Card will end automatically the moment the Agreement with the holder of the Main Card ends.
- 7.3. The holder of the Main Card will on behalf of the holder of the Extra Card receive all communications sent by us.

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- 8.1. The annual Card fee must be paid by you, unless agreed otherwise. The amount of the Card fee is stated in the Documentation. The Card fee forms part of the outstanding balance governed by articles 22 and 25. If the Agreement is terminated in the course of a year, the Card fee will be refunded on a pro rata basis.

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 - f) protecting the safety and integrity of the national and international financial sector, which includes combating, preventing and detecting criminal activities, as well as attempts to engage in such activities;
 - g) complying with our statutory obligations.For the purposes mentioned in (b) and (c) we may pass your personal data on to MasterCard. If you do not wish to receive the information mentioned in (e) you may inform us of this free of charge by writing to freepost number 1110, 1110 VB Diemen.
- 9.2. For the purpose of executing the insurance agreement(s) pertaining to the Card we may pass your personal data on to one or more insurance companies, which under the applicable laws, or privacy laws, will be the responsible party or parties in respect of the insurance agreement(s).
- 9.3. When a Card is applied for, a credit check may be performed by consulting the Central Credit Registration Office (Bureau Krediet Registratie, BKR) based in Tiel. This register and/or commercial information agencies will also be consulted in order to obtain information regarding your financial status, if we should feel we have a reasonable interest in doing so, such as in the case of a credit limit change or payment arrears.

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- 10.1. We are entitled to amend the Agreement within the limits set by the law. You will be notified of this no later than 2 months prior to the effectuation of the changes. If you do not within 2 months inform us in writing that you do not accept the changes, this will be construed as acceptance of such changes. You may terminate the Agreement free of charge before the changes become effective.

Article 11. Making payments with the Card

- 11.1. The Card may be used worldwide for making payments to Merchants. The Card may also be used for cash withdrawals from affiliated banks and/or from cash machines. When the Card is inserted into a cash machine or card reader or imprinter for the purpose of making payments or cash withdrawals and the PIN has been entered or a signature has been placed, you will be deemed to have agreed to the payment. With some machines (such as toll gate machines or pay-and-display machines) you are deemed to have accepted the payment by the mere inserting of the Card without the PIN having been entered or a signature placed. When a purchase is made through the internet, by telephone or in a manner similar thereto, you will be deemed to have accepted the sale by having provided the Card details and having allowed the payment instructions to be carried out. Accepting the payment implies that the amount in question will be charged to the Card account.
- 11.2. We do not guarantee the permanent, uninterrupted use of the Card. The use of the Card after all is dependent on a great number of external factors, such as the collaboration of the Merchants and the performance of computer or telecommunication systems operated by us or by third parties. Moreover, the balance of the Card may be inadequate and cash withdrawals may be limited to a maximum amount per day. We shall not be liable when the Card cannot be used, when it cannot be used in time or not in full.
- 11.3. If you perform a payment transaction with the Card, we will pay the amount in question on your

behalf to the Merchant in question.

- 11.4. Merchants and/or affiliated banks may make additional or special requirements with regard to accepting the Card, such as demanding proof of identity.
- 11.5. You may instruct us to transfer money from your bank account to the Card and vice versa. We shall carry out these transactions no later than on the working day subsequent to the day the instructions have been received. When such instructions are in writing, this period is extended by one working day. When we carry out instructions for a money transfer, this also implies that we will send instructions to either our bank or your bank for further processing, as a result of which completion of such instructions may take a few working days. A money transfer may be rejected or delayed as a result of:
- a) you having failed to state the requested information correctly and in full;
 - b) the balance on the Card or the bank account being insufficient;
 - c) the Card having been blocked, being invalid or having been withdrawn;
 - d) fraud and/or improper use, or a presumption of such activities, or
 - e) breakdowns of the equipment or means of communication. We will inform you of any such events as soon as possible by telephone, in writing or by e-mail.

Article 12. Saving

- 12.1. We offer you the opportunity to have a credit balance on your Card. If an Extra Card has been issued, the credit balance will be allocated to the Main Card. Interest at a rate to be determined by us will be paid on a credit balance of € 500 or more, which interest rate will be specified on the account statement. We are entitled to change the interest rate. You will be informed of such a change by means of the account statement or in any other manner to be determined by us.

Article 13. Spending limit

- 13.1. The spending limit is determined by us. You must not exceed this limit. The amount, if any, by which the spending limit is exceeded, is due and payable at once. We are entitled to adjust the spending limit.

- 13.2. If a credit balance appears on the Card, the spending limit will be raised by the amount of the credit balance in question for as long as the said credit balance exists.
- 13.3. If an Extra Card has been issued, one spending limit applies to the Main Card and Extra Card jointly. The spending limit may be changed by the holder of a Main Card only. He will do so on behalf of the holder of an Extra Card.

Article 14. Foreign currency and transaction fees

- 14.1. Payments and cash withdrawals in foreign currencies are converted into Euros on the basis of the Exchange Rate on the date on which the payment or the cash withdrawal is processed by us. Processing depends on the time the payment or cash withdrawal has been communicated to us.
- 14.2. Cash withdrawals will be subject to a charge of 4% on the amount withdrawn, with a minimum of € 4.50.

Article 15. Account statement

- 15.1. We will make available or provide a monthly account statement to you us, stating all new expenses incurred and amounts received in the month in question. 'New expenses incurred' also include amounts you owe to us, such as the Card fee, Exchange Rates, transaction fees, penalties and interest. In addition the account statement will include the outstanding balance owed to us by you in that month. If you make a request for additional information, we may charge a fee for this. We will inform you of such fees in advance.
- 15.2. After a period of 13 months from the date of the account statement the contents of those account statements will be deemed to have been approved by you. We are authorized to rectify any mistakes, or calculation mistakes, after this period.

Article 16. Disputed amounts

- 16.1. If you disagree with any amount on your account statement, you may dispute this amount. You must inform us of any disputed amounts in writing at the earliest possible moment after you have received the account statement, by means of a notification stating the full reasons for disputing the amounts concerned. A Merchant not having performed its obligations towards you, for example

by delivering incorrect or defective goods or services, does not constitute a reason for disputing an amount. Amounts cannot be disputed either as a result of the Card having been stolen or lost. In such cases the provisions of article 6 apply.

- 16.2. If you have stated sufficiently reasoned arguments for disputing an amount, the amount in question will at once be credited to your account, under the reservation that the amount in question will be charged to the Card once again, if it should prove to have been wrongly disputed. No amounts are credited to the Card if, in our view, there is no reasonable chance of the disputation being successful.
- 16.3. The following exceptions to the provisions of articles 16.1 and 16.2 apply with respect to disputing amounts:
- a) at the time you agreed to the transaction its exact amount had not yet been specified (Exchange Rate variations not included); and
 - b) the amount is higher than you might have expected, in view of, for example, your previous spending pattern. When such amounts are disputed, you must have notified us thereof no later than 8 weeks from the date the amount was charged to your account. If the complaint is found to be correct, we will repay the amount in question to you within 10 working days.
- 16.4. If we should require more information or documentation, such a request must have been complied within 10 days at the latest.
- 16.5. Failing to comply with any of your obligations under this article will result in the loss of your right to dispute any amounts.

Article 17. Liability

- 17.1. We shall not be liable for any damage, regardless of the legal ground on which the claim is based,
- a) in relation to products or services paid for by you with the Card;
 - b) resulting from the Card being blocked, withdrawn or invalidated;
 - c) resulting from a refusal on our part to carry out a payment order.
- 17.2. If you instruct us to transfer money from the Card to your bank account or vice versa and this transfer is not carried out, or is carried out incorrectly, we shall be liable for an amount not

exceeding the amount you instructed us to transfer. We shall not be liable if we can prove that the amount in question was received by your bank. In case of liability on our part, we shall pay the amount of the loss as soon as possible.

Article 18. Insurance

- 18.1. Forming part of the Card are Purchases Insurance and Luggage Insurance and Flight Delay and Excess Car Hire Insurance and Car Hire Motor Legal Expenses Insurance as defined in articles 18.2 - 18.5. The cover provided under these insurance policies may be found in the policy conditions. On request these conditions will be sent to you free of charge. The main conditions of these insurance agreements are set out below.
- 18.2. Purchases insurance: briefly summarized, insurance cover is provided for a period of no more than 1 year from the date of purchase against loss, theft and damage regarding practically all items of movable property that have been paid for with the Card (either in full or in part). Cover is provided only if you have your permanent residence in the Netherlands. An excess of € 50 per event applies at all times.
- 18.3. Flight Delay and Luggage Insurance: briefly summarized, insurance cover is provided during a period of 60 days regarding practically every scheduled flight paid for with the Card against the following events: flight delay (maximum cover € 140) and luggage delay (maximum cover € 410).
- 18.4. Excess Car Hire Insurance: briefly summarized, the excess in case of damage to a rental car fully insured under the Card is covered to a maximum of € 500.
- 18.5. Car Hire Motor Legal Expenses Insurance: briefly summarized, this insurance offers cover for legal expenses if you should get involved in an accident with your rental car (maximum cover € 10,000 for countries outside Europe).
- 18.6. If the Card is blocked as set out in article 2.3 (a), cover under the insurance policies will cease until the Card is de-blocked.

Article 19. Delivery and Internet guarantee

- 19.1. Delivery guarantee: if a product paid for with the Card has not been delivered on the agreed delivery date, we will repay the amount to you, provided the following two conditions have been satisfied:

- a) you have yourself made an unsuccessful demand for delivery to the Merchant first;
- b) your request for repayment must have been received by us no later than 3 months from the agreed delivery date. We will repay the amount within 30 days from receipt of the request, unless the Merchant in the course of that period delivers the product after all or refunds the purchase price. The delivery guarantee will in any case lapse 1 year after the date of the transaction.

- 19.2. Internet guarantee: if internet payments have been made with the Card that have not been authorized by you or if incorrect amounts are charged, the amount in question will be repaid by us, provided the Card was in your possession at the time the payment was made and the payment has been disputed by you in accordance with article 16.

Article 20. Other conditions

- 20.1. The Card will remain our property. We are authorized to assign the Agreement to a third party. You hereby accept that condition, provided the statutory framework conditions have been met.
- 20.2. We are authorized to amend, extend or terminate the payment options of the Card. We are authorized to subject payments to approval before they are accepted by Merchants.
- 20.3. We may set off any amounts payable by us to you against any amounts that you owe to us.
- 20.4. Our records will serve as full proof to you. You are entitled to provide proof to the contrary.
- 20.5. All our communications with regard to the use of the Card and the Agreement, or its execution, will be in Dutch and will, at our discretion, be made in writing, by e-mail or by text message, by telephone or through our special Internet sites.
- 20.6. On request you will be sent a copy of the Agreement.
- 20.7. We have an internal complaints procedure. Any complaints may be submitted in writing. If you should feel that the complaint was not dealt with to your satisfaction, you may file your complaint with the Financial Services Complaints Board (Klachteninstituut Financiële Dienstverlening, kifid) at kifid.nl, after we have informed you of our final position on the complaint.
- 20.8. The Agreement is governed by Dutch law.

Section 2. Card without Spread Payments Facility

Article 21. Transferring money from the Card to your bank account

- 21.1. Notwithstanding the provisions of article 11.5 it is not possible to transfer money from the Card to your bank account, unless it concerns a transfer from a credit balance.

Article 22. Repayments and the consequences of non-payment, late payment or incomplete payment

- 22.1. The account statement specifies the outstanding balance of the Card which you have to repay to us. The outstanding balance of any account statement must be repaid to us by you in full within 21 days from the date mentioned on the account statement. Each time you fail to comply with this obligation, you will owe us a penalty of 1.17% of the outstanding balance, plus an amount of € 5 in administrative fees. The penalty and the administrative fee will be charged to you at the next account statement and form part of the outstanding balance.
- 22.2. If within 21 days from the date of the next account statement the outstanding balance as referred to in article 22.1 still has not been settled in full, the Card will be blocked.
- 22.3. If, once the Card has been blocked, you settle the full outstanding balance (including penalties and administrative fees), we may at your request de-block the Card. Once the Card has been de-blocked, it may be used as before.
- 22.4. The penalties referred to in this article are due and payable with immediate effect, regardless of the reason and regardless as to whether you are to blame for the failure to make full and timely payment. No prior warnings are sent by us. In addition to the penalty you are obliged to settle the full outstanding balance.
- 22.5. Once the Card has been blocked, you will owe default interest on the outstanding balance, until full payment has been made by you. The default interest is equal to the statutory interest for noncommercial transactions (this interest may be found at wetten.overheid.nl, 'Besluit wettelijke rente') plus the maximum number of percentage points as contained in the Besluit

kredietvergoeding (Lending Rate Decree) (article 4), which may be found at wetten.overheid.nl.

- 22.6. We are obliged to report all unauthorized payment arrears to the BKR.

Article 23. Immediate payment

- 23.1. If the Agreement is terminated or the Card is blocked, the outstanding balance is due and payable with immediate effect.

Section 3. Card with Spread Payments Facility

Article 24. Spread Payments Facility

- 24.1. The Spread Payments Facility is a continuous credit. Once your application for a Card has been received and authorized by us, you will receive confirmation of the agreed interest rate, the APR (Annual Percentage Rate) and the total credit amount to be paid by you. The percentages in question and the amount are applicable the moment the Agreement becomes effective.
- 24.2. The APR represents the aggregate costs of the credit, expressed in an annual percentage of the total credit amount. The APR and the aggregate costs have been determined on the basis of the following assumptions:
- (i) you will withdraw the full amount of the spending limit in the form of a lump sum,
 - (ii) each month you will pay the minimum amount only as referred to in article 25.1,
 - (iii) you will pay the Card fee
 - (iv) and you will not use the Card for any further transactions.

Article 25. Repayment, interest and cancellation of debts

- 25.1. The account statement specifies the outstanding balance of the Card that is payable to us. You may repay this outstanding balance in monthly instalments, on which amounts interest is charged. Your minimum monthly payment must be 2.5% of the outstanding balance, with a minimum of € 20.
- 25.2. Interest is charged as follows:
- a) interest is charged on each amount charged to the Card. The following are charged to the Card: payments, cash withdrawals made with the Card, money transfers and costs payable to us, such as the Card fee, the Exchange Rate, transaction fees and interest. Interest is

charged on the payments and cash withdrawals with the Card from the date these were made, whereas interest on the transfers and costs is charged from the date of their entry;

- b) the interest is calculated on a daily basis (as a result of which the amount of the interest payable may vary from month to month, depending on the number of days in a month) and is equal to the statutory interest for non-commercial transactions (which may be found at wetten.overheid.nl, 'Besluit wettelijke rente' (Statutory Interest Decree) plus the maximum number of percentage points as contained in the Besluit kredietvergoeding (Lending Rate Decree) (article 4), which may also be found at wetten.overheid.nl. The interest rate is mentioned on the account statement (when interest is charged). We are authorized to charge a lower interest rate;
- c) the interest is charged each month; it is mentioned on the account statement as a separate item and forms part of the outstanding balance.

25.3. If you pay the full outstanding balance within 21 days from the date mentioned on the account statement, no interest will be charged by us on the outstanding balance. The interest will in that case be waived. If you do not pay the outstanding balance in full, we will charge interest on the full outstanding balance, including, therefore, on the part that was paid by you within 21 days. As long as you fail to pay the outstanding balance in full, we will charge interest on all subsequent payments and cash withdrawals. This interest cannot be waived. You will once again be eligible for a waiver as soon as the outstanding balance appearing on a subsequent account statement is paid in full within 21 days.

25.4. Interest is always charged for money transfers from the Card to your bank account, which interest is never subject to a waiver, unless the transfer is made from a credit balance.

25.5. Any payments received will go towards the principal only after the interest payments and costs have been paid from them.

25.6. We are authorized to adjust the interest rate with immediate effect. You will be notified of this change by means of the account statement or in any such other manner as will be determined by us.

25.7. In the event of non-payment or late payment of the minimum amount due we will send you a written notice, demanding that you pay the amount due within 7 days. Default interest will be payable on any outstanding amount after this 7-day period equal to the interest mentioned in article 25.2.

Article 26. BKR involvement and the consequences of late payment

26.1. We will notify BKR of this Agreement. BKR will process this information in the Central Credit Registration System (Centraal Krediet Informatie-systeem) for the purpose of preventing and limiting credit and payment risks for the affiliated institutions and overcrediting of Card users.

26.2. In the event of unauthorized payment arrears we are obliged to report this to BKR. Such a report may have adverse consequences for you in your attempts to obtain a mortgage or other credit facilities.

Article 27. Immediate payment

27.1. The outstanding balance is due and payable with immediate effect if:

- a) for a period of at least 2 months you have failed to pay the minimum amount due and continue to do so even after a demand for payment has been made;
- b) we find that, on entering into the Agreement, you have deliberately provided us with incorrect information of such a nature as would have caused us not to enter into the Agreement, or not on the same conditions, if we had been aware of the true state of affairs;
- c) you have left the Netherlands or intend to do so to settle elsewhere;
- d) you have died and we have sound reasons for assuming that your obligations under this Agreement will not be performed by your heirs, or
- e) you have been declared bankrupt or the statutory debt restructuring scheme for natural persons has been declared applicable to you.

Article 28. Cancellation and end of the Agreement

28.1. No use may be made of the Card any longer once it has been cancelled. In all other cases the Agreement remains in force until the moment the total amount owed to us has been paid by you, after which the Agreement will end.

This English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of the Netherlands shall apply.

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259.

Conditions of Direct Sparen

This is a translation of the original Dutch text. In the event of any disparity between the Dutch original and this translation, the Dutch text will prevail.

What is the Direct Sparen account?

The Direct Sparen account is a savings account. You can deposit and withdraw amounts at any time. The interest rate you will receive will depend on the account balance.

Who is the Direct Sparen account for?

The Direct Sparen account is intended for retail customers, private pension companies, foundations and non-profit associations not constituting an enterprise.

Conditions and Definitions

- a. The General Conditions ABN AMRO Bank N.V. apply to the relationship between you and the bank.
- b. References to the 'customer' and the 'bank statement' in these General Conditions will be taken to mean the same as 'you' and the 'account statement' here.
- c. References in these conditions to a **contra account** mean a savings or payment account in euros that you hold with the bank.

Opening your Direct Sparen account

- a. You may open one Direct Sparen account in your name and one, for example, in the names of you and your partner. This is free of charge.
- b. You can only open and use a Direct Sparen account if you have a contra account.

Deposits to your Direct Sparen account

- a. You can make deposits to your Direct Sparen account at any time.
- b. You make a deposit by transferring an amount in euros to your Direct Sparen account.

Withdrawals from your Direct Sparen account

- a. You can make withdrawals from the Direct Sparen account at any time. This is free of charge.
- b. You make a withdrawal by transferring an amount to your contra account.

Interest on your Direct Sparen account

- a. Interest rates on your Direct Sparen account are variable. The bank may change the interest rates and balance thresholds at any time. Details of the balance thresholds and current interest rates are available on abnamro.nl/rente or can be requested from the bank.
- b. The interest you will receive on your Direct Sparen account depends on the account balance. The bank applies several balance thresholds. If your savings exceed a threshold, you will receive a higher rate of interest on the full balance.
- c. The bank will inform you in advance of any changes in interest rates in one of the following ways:
 - ▶ an announcement on abnamro.nl/rente;
 - ▶ a written or electronic message sent to you.
- d. Interest will be calculated on the days for which your amounts are held on the savings account.
- e. The maximum balance on which you will receive interest is € 1,000,000. You will not receive interest if the amount of interest due is less than € 0.40.
- f. Interest will be credited to your Direct Sparen account annually on 31 December. The interest will be visible and available after two working days.

Account Statements

Electronic account statements will be available within Internet Banking. If you do not have Internet Banking, you will receive account statements on paper.

Closing your Direct Sparen account

- a. You can close your Direct Sparen account at any time. This is free of charge.
- b. The bank will transfer any amounts remaining on the Direct Sparen account to your contra account.
- c. The bank will transfer any accrued interest to your contra account in the first half of the following month.
- d. Once your Direct Sparen account has been closed, the bank can no longer execute any instructions relating to this savings account.
- e. If amounts cannot be transferred to the contra account, the bank will hold the amounts on one of its own accounts. No interest will be paid on these amounts.

- f. The bank may close your Direct Sparen account if no amounts are held on the savings account for a period of 12 months or if you contravene these conditions or the General Conditions ABN AMRO Bank N.V.

Other provisions

- a. The Direct Sparen account is not a payment account.
- b. The bank may change these conditions at any time. The bank will inform you in advance of any changes in one of the following ways:
- ▶ an announcement on abnamro.nl;
 - ▶ a written or electronic message sent to you;
 - ▶ an announcement in three daily newspapers in wide circulation in the Netherlands.

If you have a complaint

The bank wants you to be satisfied. If you have a complaint, please let us know via:

- ▶ abnamro.nl/klachtenregeling or
- ▶ 0800 - 024 07 12 (calls are free of charge).

The bank will seek to identify the best solution for each complaint. If you are not satisfied with the solution offered, please write to:

ABN AMRO Bank N.V.
Afdeling Klachtenmanagement
P.O. Box 283
1000 EA Amsterdam
Netherlands

The Complaints Management Department will handle your complaint. If you are not satisfied with the outcome, you have three months in which to submit your complaint to the Financial Services Complaints Committee (KiFiD) at the following address:

P.O. Box 93257
2509 AG The Hague
Netherlands
Tel.: +31 (0)70 333 89 99
Fax: +31 (0)70 333 89 00

Further details can be found on kifid.nl

If you have any questions

You can contact the bank by telephone on 0900 - 0024 (€ 0.10 per minute).

ABN AMRO Bank N.V. is established at Gustav Mahlerlaan 10, 1082 PP Amsterdam, Netherlands. Telephone number: 0900 - 0024 (€ 0.10 per minute). Internet address: abnamro.nl

ABN AMRO Bank N.V. has a banking licence from the Dutch Central Bank (De Nederlandsche Bank N.V.) and is listed in the register of the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten) under number 12020215. ABN AMRO Bank N.V. is licensed to offer savings products.

ABN AMRO Bank N.V. is covered by the Deposit Guarantee Scheme. You can find more information about this Scheme on abnamro.nl/garantieregeling or by telephone on 0900 - 0024.

ABN AMRO Bank N.V. is listed in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259. VAT identification number: NL 820646660B01.

Conditions of Direct Kwartaal Sparen

This is a translation of the original Dutch text. In the event of any disparity between the Dutch original and this translation, the Dutch text will prevail.

What is the Direct Kwartaal Sparen account?

The Direct Kwartaal Sparen account is a savings account. You can deposit and withdraw amounts at any time. You will receive a basic rate of interest on the account balance, and a bonus rate on amounts remaining on the account for a full quarter.

Who is the Direct Kwartaal Sparen account for?

The Direct Kwartaal Sparen account is intended for retail customers, private pension companies, foundations and non-profit associations not constituting an enterprise.

Conditions and Definitions

- a. The General Conditions ABN AMRO Bank N.V. apply to the relationship between you and the bank.
- b. References to the 'customer' and the 'bank statement' in these General Conditions will be taken to mean the same as 'you' and the 'account statement' here.
- c. References in these conditions to a:
 - contra account** mean a savings or payment account in euros that you hold with the bank.
 - quarter** mean the periods from 31 December to 30 March, from 31 March to 29 June, from 30 June to 29 September and from 30 September to 30 December.

Opening your Direct Kwartaal Sparen account

- a. You may open one Direct Kwartaal Sparen account in your name and one, for example, in the names of you and your partner. This is free of charge.
- b. You can only open and use a Direct Kwartaal Sparen account if you have a contra account.

Deposits to your Direct Kwartaal Sparen account

- a. You can make deposits to your Direct Kwartaal Sparen account at any time.
- b. You make a deposit by transferring an amount in euros to your Direct Kwartaal Sparen account.

Withdrawals from your Direct Kwartaal Sparen account

- c. You can make withdrawals from the Direct Kwartaal Sparen account at any time. This is free of charge.
- d. You make a withdrawal by transferring an amount to your contra account.

Interest on your Direct Kwartaal Sparen account

- a. Interest rates on your Direct Kwartaal Sparen account are variable. The bank may change these rates at any time. Details of current interest rates are available on abnamro.nl/rente or can be requested from the bank.
- b. You will receive the bonus interest rate on amounts that remain on the savings account for a full quarter.
- c. You will only receive the basic rate of interest on amounts transferred to the savings account during the quarter.
- d. If any amounts are withdrawn during the quarter, you will receive the basic interest rate on such amounts until such time as they are withdrawn.
- e. The bank will inform you in advance of any changes in interest rates in one of the following ways:
 - ▶ an announcement on abnamro.nl/rente;
 - ▶ a written or electronic message sent to you.
- f. Interest will be calculated on the days for which your amounts are held on the savings account.
- g. The maximum balance on which you will receive interest is € 1,000,000. You will not receive interest if the amount of interest due is less than € 0.40.
- h. Interest will be credited to your Direct Kwartaal Sparen account on 31 December, 31 March, 30 June and 30 September. The interest will be visible and available after five working days.

Account Statements

Electronic account statements will be available within Internet Banking. If you do not have Internet Banking, you will receive account statements on paper.

Closing your Direct Kwartaal Sparen account

- a. You can close your Direct Kwartaal Sparen account at any time. This is free of charge.
- b. The bank will transfer any amounts remaining on the account to your contra account.

- c. The bank will transfer any accrued interest to your contra account in the first half of the following month.
- d. Once your Direct Kwartaal Sparen account has been closed, the bank can no longer execute any instructions relating to this savings account.
- e. If amounts cannot be transferred to the contra account, the bank will hold the amounts on one of its own accounts. No interest will be paid on these amounts.
- f. The bank may close your Direct Kwartaal Sparen account if no amounts are held on the savings account for a period of 12 months or if you contravene these conditions or the General Conditions ABN AMRO Bank N.V.

Other provisions

- a. The Direct Kwartaal Sparen account is not a payment account.
- b. The bank may change these conditions at any time. The bank will inform you in advance of any changes in one of the following ways:
 - ▶ an announcement on abnamro.nl;
 - ▶ a written or electronic message sent to you;
 - ▶ an announcement in three daily newspapers in wide circulation in the Netherlands.

If you have a complaint

The bank wants you to be satisfied. If you have a complaint, please let us know via:

- ▶ abnamro.nl/klachtenregeling or
- ▶ 0800 - 024 07 12 (calls are free of charge).

The bank will seek to identify the best solution for each complaint. If you are not satisfied with the solution offered, please write to:

ABN AMRO Bank N.V.
Afdeling Klachtenmanagement
P.O. Box 283
1000 EA Amsterdam
Netherlands

The Complaints Management Department will handle your complaint. If you are not satisfied with the outcome, you have three months in which to submit your complaint to the Financial Services Complaints Committee (KiFiD) at the following address:

P.O. Box 93257
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If you have any questions

You can contact the bank by telephone on 0900 - 0024 (€ 0.10 per minute).

ABN AMRO Bank N.V. is established at Gustav Mahlerlaan 10, 1082 PP Amsterdam, Netherlands. Telephone number: 0900 - 0024 (€ 0.10 per minute). Internet address: abnamro.nl

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ABN AMRO Bank N.V. is covered by the Deposit Guarantee Scheme. You can find more information about this Scheme on abnamro.nl/garantieregeling or by telephone on 0900 - 0024.

ABN AMRO Bank N.V. is listed in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259. VAT identification number: NL 820646660B01.

Conditions of Vermogens Spaarrekening

This is a translation of the original Dutch text. In the event of any disparity between the Dutch original and this translation, the Dutch text will prevail.

What is the Vermogens Spaarrekening?

The Vermogens Spaarrekening is a savings account. You can deposit and withdraw amounts at any time. You will receive a basic rate of interest on the account balance, and a bonus rate on the balance remaining on your savings account up to and including 30 December of any one year.

Who is the Vermogens Spaarrekening for?

The Vermogens Spaarrekening is intended for retail customers, private pension companies, foundations and non-profit associations not constituting an enterprise.

Conditions and Definitions

- The General Conditions ABN AMRO Bank N.V. apply to the relationship between you and the bank.
- References to the 'customer' and the 'bank statement' in these General Conditions will be taken to mean the same as 'you' and the 'account statement' here.
- References in these conditions to a **contra account** mean a savings or payment account in euros that you hold with the bank.

Opening your Vermogens Spaarrekening

- You may open one Vermogens Spaarrekening in your name and one, for example, in the names of you and your partner. This is free of charge.
- You can only open and use a Vermogens Spaarrekening if you have a contra account.

Deposits to your Vermogens Spaarrekening

- You can make deposits to your Vermogens Spaarrekening at any time.
- You make a deposit by transferring an amount in euros to your Vermogens Spaarrekening.

Withdrawals from your Vermogens Spaarrekening

- You can make withdrawals from the Vermogens Spaarrekening at any time. This is free of charge.

- You make a withdrawal by transferring an amount to your contra account.

Interest on your Vermogens Spaarrekening

- Interest rates on your Vermogens Spaarrekening are variable. The bank may change these rates at any time. Details of current interest rates are available on abnamro.nl/rente or can be requested from the bank.
- You will receive the bonus interest rate on amounts that remain on the savings account from 31 December of one year up to and including 30 December of the next year.
- You will also receive the bonus interest rate on amounts transferred to the savings account during the year and remaining on the savings account up to and including 30 December of that year.
- If any amounts are withdrawn during the year, you will receive the basic interest rate on such amounts until such time as they are withdrawn.
- The bank will inform you in advance of any changes in interest rates in one of the following ways:
 - ▶ an announcement on abnamro.nl/rente;
 - ▶ a written or electronic message sent to you.
- Interest will be calculated on the days for which your amounts are held on the savings account.
- The maximum balance on which you will receive interest is € 1,000,000. You will not receive interest if the amount of interest due is less than € 0.40.
- Interest will be credited to your Vermogens Spaarrekening annually on 31 December. The interest will be visible and available after two working days.

Account Statements

Electronic account statements will be available within Internet Banking. If you do not have Internet Banking, you will receive account statements on paper.

Closing your Vermogens Spaarrekening

- You can close your Vermogens Spaarrekening at any time. This is free of charge.
- The bank will transfer any amounts remaining on the Vermogens Spaarrekening to your contra account.
- The bank will transfer any accrued interest to your contra account in the first half of the following month.

- d. Once your Vermogens Spaarrekening has been closed, the bank can no longer execute any instructions relating to this savings account.
- e. If amounts cannot be transferred to the contra account, the bank will hold the amounts on one of its own accounts. No interest will be paid on these amounts.
- f. The bank may close your Vermogens Spaarrekening if no amounts are held on the savings account for a period of 12 months or if you contravene these conditions or the General Conditions ABN AMRO Bank N.V.

Other provisions

- a. The Vermogens Spaarrekening is not a payment account.
- b. The bank may change these conditions at any time. The bank will inform you in advance of any changes in one of the following ways:
 - ▶ an announcement on abnamro.nl;
 - ▶ a written or electronic message sent to you;
 - ▶ an announcement in three daily newspapers in wide circulation in the Netherlands.

If you have any questions

You can contact the bank by telephone on 0900 - 0024 (€ 0.10 per minute).

If you have a complaint

The bank wants you to be satisfied. If you have a complaint, please let us know via:

- ▶ abnamro.nl/klachtenregeling or
- ▶ 0800 - 024 07 12 (calls are free of charge).

The bank will seek to identify the best solution for each complaint. If you are not satisfied with the solution offered, please write to:

ABN AMRO Bank N.V.
Afdeling Klachtenmanagement
P.O. Box 283
1000 EA Amsterdam
Netherlands

The Complaints Management Department will handle your complaint. If you are not satisfied with the outcome, you have three months in which to submit your complaint to the Financial Services Complaints Committee (KiFiD) at the following address:

P.O. Box 93257
2509 AG The Hague
Netherlands
Tel.: +31 (0)70 333 89 99
Fax: +31 (0)70 333 89 00

Further details can be found on kifid.nl

ABN AMRO Bank N.V. is established at Gustav Mahlerlaan 10, 1082 PP Amsterdam, Netherlands. Telephone number: 0900 - 0024 (€ 0.10 per minute). Internet address: abnamro.nl

ABN AMRO Bank N.V. has a banking licence from the Dutch Central Bank (De Nederlandsche Bank N.V.) and is listed in the register of the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten) under number 12020215. ABN AMRO Bank N.V. is licensed to offer savings products.

ABN AMRO Bank N.V. is covered by the Deposit Guarantee Scheme. You can find more information about this Scheme on abnamro.nl/garantieregeling or by telephone on 0900 - 0024.

ABN AMRO Bank N.V. is listed in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259.

VAT identification number: NL 820646660B01.

Conditions for Joint Account

- In these conditions the following terms have the meanings indicated:
 - ▶ **Bank:** ABN AMRO Bank N.V., ABN AMRO Effectenbewaarbedrijf N.V. and ABN AMRO Global Custody N.V., all having their registered office in Amsterdam.
 - ▶ **Account:** any joint account and/or any custody account that the Account Holders hold or will hold jointly at the Bank.
 - ▶ **Account Holder:** holder of an Account.
 - ▶ **Cancel:** the legal act of an Account Holder aimed at ending for himself/herself the right to use of, and further liability for, an Account.
 - ▶ **Close:** the termination of an Account by all Account Holders.
- Each Account Holder is a several creditor in respect of an Account. Each Account Holder is entitled to perform legal acts with regard to an Account, including making withdrawals in cash or otherwise and issuing payment instructions and powers of attorney. An instruction from another Account Holder makes no change to this. All of this also applies if an Account forms part of a dissolved community of property.
- The Bank is authorised to enter into agreements with each Account Holder with regard to the use of an Account by various means, such as debit and credit cards, and various means of communication, such as Internet, telephone or mobile phone. The Bank is authorised to charge to an Account the amounts that under such agreements are for the account of the Account Holder concerned.
- The Bank is authorised to permit an Account Holder to have debit balances on an Account, without notifying the other Account Holder or Holders hereof.
- Each Account Holder is jointly and severally liable for everything that the Bank is owed according to its books in respect of any Account for whatever reason.
- The Bank is authorised not to execute instructions from an Account Holder for such period as it has not received approval from the other Account Holder or Holders. However, this applies only if it deems this necessary in order to protect its own position.
- In addition to providing the customary information the Bank is at all times authorised but not obliged to inform each of the Account Holders about movements on an Account, among other things by sending duplicate bank statements, regardless of the period to which such information relates. This also applies in respect of individual heirs of an Account Holder. The Bank may make charges for this.
- Each Account Holder is authorised to cancel an Account at any time. The agreement applying to an Account and therewith the right of use and the liability will continue for the other Account Holder or Holders. The Account Holder who has cancelled the Account will remain jointly and severally liable with the other Account Holder or Holders for amounts that the Bank is owed at the time at which the cancellation becomes effective.
- A change of address in respect of an Account requires the consent of each Account Holder.
- Communications from an Account Holder to the Bank, including changes of address, cancellations or closures, should be made in writing, or by means of a notification in which the Account Holder identifies himself/herself to the Bank in a manner agreed with the Bank.
- The General Conditions of ABN AMRO Bank N.V. apply.

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259

Conditions of ABN AMRO Stand-by Service

What is the Stand-by Service?

The Stand-by Service comprises various services:

- ▶ registering the numbers of your bank cards and other cards, mobile phone and important documents;
- ▶ suspending use of your bank and other cards and blocking your mobile phone in the event of loss or theft;
- ▶ assistance in the event of loss or theft of your bank card or other cards and travel documents;
- ▶ assistance if your baggage with baggage label is lost;
- ▶ return of your lost keys received by the bank;
- ▶ sending a reminder that your Identity Card will shortly expire.

Who is the Stand-by Service for?

It is a service for private individuals who have a current account (betaalrekening) at the bank.

Terms and conditions

- a) The relationship between you and the bank is governed by the General Conditions of ABN AMRO Bank N.V. The section entitled Client Relationship Conditions explains a number of terms.
- b) The 'client' in the General Conditions of ABN AMRO Bank N.V. is the same as 'you' in these conditions.
- c) Where in these conditions the bank uses the following terms they have the meanings indicated below:
 - ▶ **Abroad:** this refers to the entire world, with the exception of the country in which you and your Family Members live.
 - ▶ **Financial Card:** a debit card (betaalpas), credit card, fuel card, chip card or (customer) card, issued by domestic or foreign banks, shops and other institutions.
 - ▶ **Family Members:** your husband, wife or registered partner and other people living together with you in a family relationship, provided that they have been specified by you.
 - ▶ **Identity Card:** passport, driver's licence or European Identity Card.
 - ▶ **Travel documents:** compulsory travel documents such as a visa or passport.

What do you need to know about the Stand-by Service?

- a) You can register particulars of yourself and your Family Members. Your Family Members whose particulars have been registered must also abide by these conditions.
- b) As soon as a Family Member's address changes, you must report this to the bank. The services end for that Family Member on the date of relocation. The bank will then destroy the particulars which you had registered for that Family Member.
- c) You can register particulars in writing, by phone or via Internet Banking.
- d) In certain cases the bank may refuse or terminate registration of particulars. The bank is not required to give reasons for this.
- e) Each year you receive a report from the bank in which the bank requests you to check the registered information.
- f) After each change you receive a confirmation from the bank. If any registered information is incorrect, please contact the bank immediately.
- g) If you hold Financial Cards from the bank, the bank can enter them and keep them up-to-date.
- h) If you make use of Internet Banking, you can record your particulars electronically. The bank can also send you messages electronically.
- i) You can enter a code. If you have entered a code, the bank may ask you for this when you call.

What services does the bank offer?

1. Registration service

You can register the details of:

- ▶ Financial Cards;
- ▶ Identity Cards;
- ▶ Travel documents;
- ▶ Mobile phones from both Dutch and foreign providers;
- ▶ Other documents that you judge to be valuable.

2. Service in the case of loss or theft of registered Financial Cards

- a) You can report the loss or theft of Financial Cards by phone on number 0800 - 0701 (free of charge in the Netherlands). If you are not in the Netherlands,

cal +31 (0)20 651 59 27. In the latter case you may also call collect.

- b) The bank then suspends use of the bank's Financial Cards immediately.
- c) The bank requests the issuers of other Financial Cards to suspend those cards.
- d) If an issuer of a Financial Card will not suspend the card, the bank will advise you of this. The holder of the Financial Card must then arrange for this card to be suspended themselves.
- e) You will receive confirmation of which Financial Cards have been suspended. You must check this confirmation immediately.
- f) The bank replaces the bank's Financial Cards without charge.
- g) If a credit card from the bank has been stolen or lost Abroad, the bank will send a temporary credit card at no charge. The bank will do so if the remaining stay Abroad is longer than four days after your notification. The bank sends the temporary credit card to the address at which the customer is staying Abroad.
- h) The bank requests the issuers of other Financial Cards to create a new Financial Card. If the issuers make charges for this, those charges are for the account of the holder of the Financial Card.
- i) If a Financial Card issuer does not accept the bank's request, the bank will inform you accordingly. The holder of the Financial Card must then request a new Financial Card himself/herself.
- j) If the holder of the Financial Card has fulfilled his/her obligations, the bank reimburses the amount for which the cardholder is liable (eigen risico). The bank requests the opinion of the issuer of the Financial Card on this. The maximum reimbursement of the amount for which the cardholder is liable is € 160 per Financial Card. The maximum amount per event is never more than € 1,000. The right to reimbursement exists only if the incident has been reported to the bank within fourteen days of the loss or theft or discovery thereof. If a different period has been agreed with the issuer of the Financial Card, that period applies.
- k) The electronic credit balance on a Financial Card (such as the chipknip electronic wallet) is not reimbursed.

3. Blocking mobile phone

- a) You can phone 0800 - 0701 (free of charge in the Netherlands) to report loss or theft of a mobile phone. If you are not in the Netherlands, call +31 (0)20 651

59 27 In the latter case you may also call collect.

- b) The bank asks the provider to block the mobile phone.
- c) You will receive a confirmation of the blocking. You must check this confirmation immediately.
- d) If a provider is not willing to block the mobile phone, the bank will inform you of this. The owner of the mobile phone must then himself/herself arrange for the mobile phone to be blocked.
NB: You cannot arrange for a mobile phone with a prepaid SIM card to be blocked.

4. Assistance Abroad

I. Entitlement to assistance

You are entitled to assistance Abroad in the case of loss or theft of Financial Cards and/or Travel documents if:

- ▶ you contact the bank directly by phone;
- ▶ you do everything to avoid and/or limit loss or damage;
- ▶ you have observed the normal caution in order to prevent loss or theft.

To qualify for reimbursement of costs you must also:

- ▶ submit the application for reimbursement of costs within one year;
- ▶ send to the bank the original bills and/or other documents that are related to the costs incurred.

II. What assistance does the bank provide?

The assistance Abroad in the event of loss or theft of Financial Cards and/or Travel documents consists of:

A. Reimbursement of:

- ▶ the necessary costs of obtaining replacement Travel documents. For example costs of passport photos and administrative charges. The maximum amount per event is € 115;
- ▶ necessary costs that arise because the local official bodies cause delay during the journey. The maximum amount per event is € 230;
- ▶ the necessary phone, internet and fax costs. The maximum amount per event is € 115;
- ▶ phone, internet and fax costs incurred in order to contact the bank are reimbursed in full.
- ▶ If the bank finds that you are not entitled to reimbursement, the bank will notify you accordingly. The bank will pay the (total) amount of the reimbursement into your current account.

B. Assistance with:

- ▶ contacting the health insurance company; contacting embassies, consulates and other official bodies;
- ▶ obtaining replacement Travel documents. Where necessary the bank will offer interpreting services.

C. Making money available

Where possible, the bank will ensure that you:

- ▶ can have access to a maximum of € 1,000. This will enable you to cover the initial costs in the event of loss or theft of Financial Cards;
- ▶ can have access to money in order to replace Travel documents. The bank deducts the (total) amount immediately from your current account.

D. Passing on urgent messages:

- ▶ to Family Members and/or doctor (GP) for example.

5. Assistance if your baggage with baggage label is lost

- You receive one baggage label. You can request extra baggage labels. You pay a charge for the extra baggage labels. You can find the current charges at abnamro.nl/standbyservice.
- If your baggage with baggage label goes missing Abroad, you can call the bank for information. The bank will then indicate what action you can take.
- If the bank receives a report that your baggage has been found, it will contact you. If you wish, the bank will arrange for the baggage to be sent to the address you have indicated.
- The costs of sending the baggage are for your account.

6. Key return service

- You receive a key fob. You can request additional key fobs. There is a charge for the extra key fobs. You can find the current charges at abnamro.nl/standbyservice.
- If you lose your keys and the bank receives them, it will send the keys to you as quickly as possible.
- The bank pays the cost for sending the keys by registered mail within the Netherlands.

7. Reminder service

- If you have indicated when your Identity Card expires, the bank will send you a reminder not later than two months in advance.
- The bank is not liable for loss or harm if you do not receive the reminder or receive it too late.

When does the Stand-by Service end?

- You can cancel the Stand-by Service at any time. Family Members cannot cancel.
- If the bank receives your cancellation later than 15 calendar days before the end of a month, the Stand-by Service will finish at the end of the following month.
- The bank may also cancel the Stand-by Service with two months' notice. The bank will send you a message about this. After termination of the Stand-by Service the bank destroys the recorded particulars.

Other provisions

The bank may change these conditions at any time. The bank will inform you of this in good time.

Do you have a complaint?

The bank wants you to be satisfied. If you have a complaint, let us know about this, via:

- ▶ abnamro.nl/klachtenregeling; or
- ▶ 0800 - 024 07 12 (no charge within the Netherlands).

The bank will try to find the best solution for every complaint. If you do not agree with the solution that the bank offers you, please send a letter to:

ABN AMRO Bank N.V.
Afdeling Klachtenmanagement
Postbus 283
1000 EA Amsterdam

The Complaints Management department will deal with your complaint. If you are not satisfied with the result, you have three months in which you may submit your complaint to the Dutch Financial Services Complaints Institute (Klachteninstituut Financiële Dienstverlening – Kifid):

P.O. Box 93257
2509 AG The Hague
Netherlands
Tel.: +31 (0)70 333 89 99
Fax: +31 (0)70 333 89 00

Further details can be found on kifid.nl

Any further questions?

You can reach the bank by phone at 0900 - 9797
(local rate within the Netherlands)

ABN AMRO Bank N.V., established at Gustav Mahlerlaan 10,
1082 PP Amsterdam; Amsterdam Chamber of Commerce
Trade Register no. 34334259, VAT identification number
NL820646660B01.

ABN AMRO Bank N.V. holds a banking licence from the
Dutch Central Bank (de Nederlandsche Bank N.V.) and as
such is included in the register of the Dutch Financial
Markets Authority (Autoriteit Financiële Markten – AFM).

The deposit guarantee system applies to
ABN AMRO Bank N.V.

0900 - 0024 (€ 0.10 per minute)
[abnamro.nl](https://www.abnamro.nl)