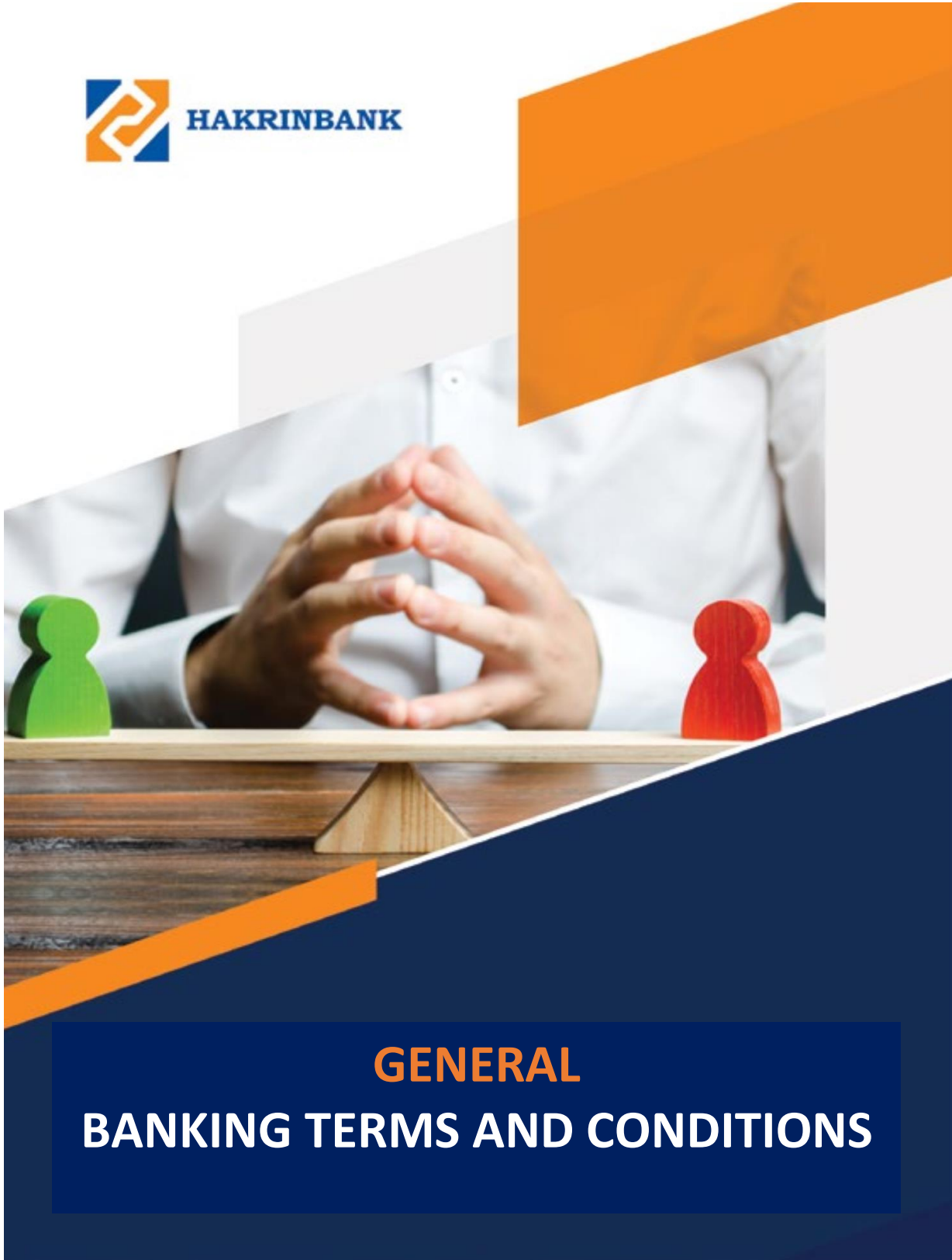




HAKRINBANK



GENERAL BANKING TERMS AND CONDITIONS

GENERAL BANKING TERMS AND CONDITIONS FOR RELATIONSHIPS BETWEEN HAKRINBANK N.V., BASED IN PARAMARIBO, AND ITS CLIENTS

The General Banking Terms and Conditions of HAKRINBANK N.V., (hereinafter also referred to as 'the Bank'), based in Paramaribo, are the same as the text of the General Banking Terms and Conditions, drawn up by the Suriname Bankers Association, and deposited by that Association on January 31st, 2020, also on behalf of our banking institution, filed at the Registry of the District Court in the First Canton, and on February 21st, 2020, at the Trade Registry held by the Chamber of Commerce and Industry in Paramaribo.

Article 1

Scope of the General Banking Terms and Conditions

1. These General Banking Terms and Conditions shall apply to all existing and future legal relationships, and other relationships, exclusively between the offices of the Bank based in Suriname, and the client of those offices of the Bank, insofar as not deviated therefrom in agreements and/or in special terms and conditions. If other general or special terms and conditions are declared applicable by or on behalf of a client, they shall not apply in the legal relationship with the Bank, unless the Bank has agreed to this in writing.
2. In addition to these General Banking Terms and Conditions, the Bank may impose additional further general terms and conditions or special terms and conditions for all its products and services. If the special terms and conditions contain a provision that conflicts with these

General Banking Terms and Conditions, it shall take precedence over the General Banking Terms and Conditions.

3. All acts arising from the relations between the Bank and the client shall be performed in compliance with the laws, regulations, rules and customs existing locally and at the time of such acts, and with any information announced by the Bank via public media or circulars.

Article 2

Choice of court and applicable law

Disputes about the relationship between the Bank and the client shall be adjudicated by the competent Surinamese court under Surinamese law, unless the Bank, as the claimant, prefers the appropriate foreign court and/or the application of relevant foreign law, or unless mandatory law (national, or as generally recognized as such in international law or supranational law) shall provide otherwise, or unless otherwise agreed in writing between the Bank and the client.

Article 3

Duty of care of the Bank and of the client

1. The Bank shall exercise due care in providing its services, taking into account the interests of the client to the best of its ability. None of the provisions of these General Banking Terms and Conditions or of the special terms and conditions used by the Bank can infringe this principle.
2. The client shall exercise due care towards the Bank, taking into account the Bank's interests to the best of its ability. The client shall enable the Bank to fulfill its legal and contractual obligations, and to perform its services correctly.
The client shall not (allow to) make unlawful or unfair use of the services and/or products of the Bank, including use

that is contrary to laws and regulations, is or may be subservient to criminal offenses, or material and/or intangible, or may be harmful to the Bank or its reputation or to the integrity of the financial system.

3. In the event of any suspicion of breach by the client of the obligations of the preceding paragraph, the Bank may suspend all or part of its services to the client with immediate effect, including the blocking of accounts, possibly followed by the termination of the relationship, of which the Bank shall immediately give notice to the client.

Article 4

Non-public information

In providing its services, the Bank shall not be required to use non-public information, including price-sensitive information.

Article 5

Dutch language

The written communication between the Bank and the client shall take place in Dutch, unless otherwise agreed in writing. Oral communication shall preferably be in Dutch, but can also take place in a language that, in the opinion of the Bank, participants in that communication have an adequate command of. At the discretion of the Bank, the Bank may require the client to have documents that are written in a language other than Dutch, translated into Dutch, or into another language, by a competent person approved by the Bank to its satisfaction, at the expense of the client. Products and/or services purchased by the Bank from third parties and the related general and special terms and conditions may be in a language other than Dutch. By using these products and services, the client shall accept the risk of communication provided in that language.

Article 6

Client details

1. The client and their representatives shall be obliged to cooperate fully and to provide information to the Bank for the purpose of establishing and verifying, among other things, their name and identity, an official government-issued identity number, date of birth, marital status, legal capacity and authority, matrimonial or partnership property regime, legal form or form of cooperation, place of residence and/or (statutory) place of business, - if applicable - their registration number in the trade registry, foundation registry and/or other registries, and their tax number. Changes to this information must be communicated to the Bank in writing as soon as possible.
2. The Bank may ask the client and their representatives to provide this information again at convenient times, and in the event of default of timely provision, the Bank may review the legal relations with the client.
3. The Bank may make copies, record and file the data of documents from which this information appears. If the client is a legal entity or partnership, the client and their representatives shall also be obliged, at the Bank's first request, to provide insight into the ownership and control structure of the legal entity or partnership, and the identity of the persons (or legal entities) that are part of the ownership and control structure.
4. The Bank may refuse to enter into or continue legal relationships with persons, forms of cooperation, legal entities, which, or whereby, in the opinion of the Bank, the ultimate beneficial owner(s) or entitled party/parties) are insufficiently identified, or fall outside the scope of its risk acceptance.

5. Registration of the legal relationships between the Bank and its clients, and data relating thereto may be stored by the Bank in electronic form.

Article 7

Changes in name and address of the client

1. The client shall inform the Bank of the address to which documents and/or information intended for them can be sent. The client shall notify the Bank in writing of any name and address changes as soon as possible. If the client's address is no longer known to the Bank due to their actions, the Bank may investigate the client's address without being obliged to do so. Any costs of such an investigation shall be borne by the client. A client who does not have an address known to the Bank shall be deemed to have chosen their domicile and/or postal address at the address where the Bank is established, unless otherwise agreed.
In the event of the client's apparent unavailability, the Bank may suspend the relationship with the client with regard to its services, and block the client's accounts, and possibly terminate the relationship with the client, the consequences of which are for the account and risk of the client.
2. If a product or service of the Bank is purchased by two or more persons, the Bank shall send the documents and/or information to the address provided to the Bank by those persons. If there is (no longer) agreement on this between those persons, the Bank shall have the right to choose the address of those persons to which it sends the documents and/or information.
3. The Bank may maintain a joint (and/or) account for several account holders, to which special terms and conditions may also apply in addition to these terms and conditions.

Article 8

Activities, purposes and sources of funds, objects or goods

With due observance of legally applicable privacy regulations, the client shall provide the Bank with information at its first request about their activities and purposes, and about the reasons for (intended) purchasing services and/or products from the Bank, and any other relationships with the Bank. Upon request, the client shall immediately inform the Bank of the demonstrable sources of funds deposited or to be deposited with the Bank, or credited or to be credited in any other way, values or securities deposited or to be deposited, and objects or goods held or to be held in (open) deposit. The Bank may, at its sole discretion, refuse to accept any funds, values, or securities, objects, or goods offered.

Article 9

Signature

At the Bank's first request, the client and their representatives shall deposit with the Bank an example of a signature written by themselves in a manner and/or in a form as determined by the Bank. The example obtained from a person shall be considered by the Bank as a representation of their current personally handwritten signature, irrespective of the capacity in which they act towards the Bank, until the Bank has been notified of any change. Lodging an amended signature shall take place in the manner as specified in the first sentence of this Article.

Article 10

Power of attorney and representative authority

1. The client may authorize a third party to carry out banking on their behalf. The authorized representative shall not be authorized to pass on the power of attorney granted to him to a third party.

The authority to represent the client vis-à-vis the Bank shall be deemed to apply to any subject matter and to any amount, unless otherwise specified.

2. Changes in the power of disposal of the client or those who represent them, or changes, revocation or other termination of powers, cannot be invoked against the Bank, even if they have been published, unless it has been able to take cognizance of a written notification addressed to the Bank to that effect.

No appeal can be made against the Bank on registrations in the Trade Registry, the Foundations Registry, the Matrimonial Property Registry, or in other public registries, or on other publications or changes therein.

3. The client shall be liable to the Bank for the fulfillment of obligations entered into by the authorized representative.
4. The Bank may require that a power of attorney be given in a specific manner and/or in a specific form and/or according to a specific procedure.
5. The Bank does not have to (continue to) do banking with a proxy.
6. If the authority of a representative of the client ends, or if a change occurs in connection with that authority, the client shall be obliged, irrespective of registration in public registries or publication thereof, to inform the Bank of that ending or change in writing as soon as possible. The Bank may validly (continue to) execute instructions given to it by a representative prior to or shortly after the Bank has received such notice of the end or the change if it cannot reasonably prevent such execution.
7. The General Banking Terms and Conditions, and all other terms and conditions, provisions, rules and limitations, and conduct applicable between the client and the Bank shall apply mutatis mutandis to the

representative in connection with the performance of their representation. The client shall be responsible for compliance with this by their representative, and shall ensure that the client and the representative keep each other fully informed about everything that is or could be of importance to them as client and representative, and to the Bank.

8. Members of a partnership, such as, but not limited to, a general partnership, irrespective of the provisions in their cooperation agreements or partnership agreements, and regardless of what is stated in the Trade Registry regarding their competence, shall be jointly and severally liable for each subject and up to any amount. Members of a partnership or partners who have resigned (or in the event of dissolution: former members or partners) shall remain jointly and severally liable vis-à-vis the Bank for everything receivable by the Bank of the partnership, or the company, and of the members or partners, whether or not due and payable, either conditionally or unconditionally, to be claimed at the time that the Bank has been able to take cognizance of a written notice of withdrawal or dissolution addressed to the Bank to that effect, or is claimed on account of a legal relationship that already exists at that time.

Article 11

Expiration or change of legal powers

1. The Bank must be notified in writing as soon as possible of the expiration or change of legal powers of the client. As long as the Bank has not been notified in this way of the expiration or change of legal powers of the client, it may (continue to) carry out instructions given by or on behalf of the client. The Bank may (continue to) validly execute instructions given to it prior to or shortly after the Bank has been notified of the expiration

or change of a client's legal powers if it cannot reasonably prevent such execution.

2. The Bank shall not be obliged to provide further information about acts and transactions performed prior to the expiration or change of legal powers of the client.

Article 12

Death of the client

1. The Bank must be notified in writing of the client's death as soon as possible. As long as the Bank has not been notified of the client's death in this way, it may (continue to) carry out instructions given by or on behalf of them. The Bank may (continue to) validly execute instructions given to it prior to or shortly after the Bank has been notified of the death of a client if it cannot reasonably prevent such execution.
2. After the client's death, the Bank may require that the person(s) claiming to be authorized to perform (legal) acts with regard to the client's estate, as proof thereof, provide(s) a certificate of inheritance to the Bank issued by an authorized notary, and/or other documents deemed acceptable by the Bank.
3. Whether or not providing information once more about acts and transactions performed prior to the time of the client's death shall be at the sole discretion of the Bank.

Article 13

Privacy regulations and disclaimer

The Bank shall recognize the national statutory privacy regulations, however, may be or become obliged on the basis of national, international, and supranational applicable statutory regulations to provide the client's privacy data to the competent authorities and/or bodies. The client shall acknowledge this obligation of the Bank and shall indemnify the Bank against all consequences thereof.

Article 14

Personal data

The Bank may process the client's data as referred to in Articles 6, and 7, the data of their representatives, as well as data relating to products and services purchased by the client, with due observance of the applicable laws and regulations, and guidelines that are binding on the Bank, and codes of conduct, and, if applicable, exchange these within the group to which the Bank belongs for the management of the relationship with the client, for the prevention and combating of crime, and for commercial purposes. Personal data can also be exchanged with third parties that the Bank engages in its business operations, or the performance of Banking services. This can entail transfer to third parties in countries that do not have the same level of privacy protection as Suriname, including in the context of payment transactions. Personal data may be subject to investigation, both during and after processing by the competent national authorities of the countries where such data are located due to the processing process, or countries that have special national and/or extraterritorial regulations for this purpose. The Bank shall not be obliged to contest the lawfulness of any investigation, and shall not be liable for any damage that may arise from this.

Article 15

Third-party involvement

1. The Bank may use third parties for its services and may (partially) outsource work. The Bank may give the client's objects and goods, equity instruments, securities or financial instruments, whether or not in the name of the Bank, to third parties for safekeeping or have them managed by third parties.
2. Unless the client has indicated in writing that they do not wish this to be the case, the securities held by third parties in the name of

the Bank on behalf of the client shall be part of the total of securities deposited with those third-parties, held by third parties in the general accounts and depots in the name of the Bank. At all times, the Bank shall be entitled to comply with its obligation to transfer those securities to the client by instructing those third parties to make those securities available to the client, or to transfer its own relevant rights vis-à-vis those third parties to the client.

3. If the client gives the Bank an instruction or power of attorney, the Bank may also act with itself as the counterparty for the execution thereof, and may also give that instruction or power of attorney to a third party.
4. The Bank shall exercise due care when selecting third parties. If the client themselves have engaged or designated a third party, the consequences of that choice are for the account of the client.
5. The Bank shall not be required to (continue to) trade with a third party engaged or designated by a client.

Article 16

Risk of transfers

If the Bank sends funds or financial instruments, including securities, equity instruments, or other items to the client or to third parties on the instructions of the client, this shall be sent at the expense and risk of the client. If the client wishes to have transfers insured, he must state this in writing. If desired, the client can insure the risks of these transfers themselves.

Article 17

(Image and sound) recordings

Within the limits of the applicable laws and regulations, the Bank may make and store (image and sound) recordings for purposes, such as good business operations, providing evidence, combating crime, and quality

assurance, and make these data available to lawfully acting authorities.

Article 18

Continuity in service

The Bank shall aim to ensure the adequate functioning of facilities for its services (for example, but not limited to equipment, software, systems, infrastructure, networks), however, it shall not guarantee that these facilities, that do not include a result obligation, shall be continuously active and free of disturbances.

The Bank shall strive to avoid interruptions/malfunctions, insofar as this is within its sphere of influence, within reasonable limits, or otherwise to remedy the interruption/malfunction within a reasonable time. In performing its services, the Bank shall be dependent on utility companies and (national and international) third-party service providers, whereby interruptions/disruptions in their services may occur. The Bank shall not be liable for any interruption/malfunction described in this Article.

Article 19

Use of means of communication and forms

In dealing with the Bank, the client shall be obliged to handle the internet, fax, e-mail, digital mail, or other means of communication, and equipment (hardware/software) or other media that the client is making use of with care and in a safe manner. The Bank shall be free to choose the means of communication, but shall take the written wishes of the client into account as much as possible. The Bank shall not be liable for damage caused by misunderstanding, mutilation, improper delivery, or delays in communications and orders, as a result of the use of any means of communication whatsoever in the communication between the client and the Bank, as well as between the Bank and third parties, insofar as it relates to the relationship with the client. The Bank shall be authorized not

to carry out instructions that it has received other than in writing or by means of communication introduced and maintained by the Bank.

For dealings with the Bank, the client shall use forms established or approved by the Bank, or other data carriers, such as data carriers that can be used electronically, such as debit/credit cards in accordance with the instructions given for this purpose by the Bank. The client must carefully keep the forms and data carriers provided to him by the Bank, and shall be obliged to notify the Bank immediately in writing as soon as they become aware of any irregularities. If the Bank, without having previously received a notification as referred to above, takes any action on the basis of a lost, stolen, unlawfully used, falsified and/or falsely drawn up form or data carrier, all consequences thereof shall be for the account and risk of the client. The client shall be obliged, upon termination of the relationship between the client and the Bank, to immediately return the unused forms and data carriers to the Bank. The client shall agree to the registration, processing, and storage of electronic data generated in their transactions with the Bank.

Article 20

Deposit of securities

Deposit of securities shall be made exclusively in a manner prescribed by the Bank.

Article 21

Data and orders

1. The client shall ensure that the Bank has all information which the Bank indicates or which the client should reasonably understand to be necessary for the proper provision of services by the Bank. The client shall ensure that statements addressed to the Bank or a third party designated by the Bank, such as instructions, reports, and notifications to the Bank, shall be clear and complete, and shall contain the correct

information. In doing so, the client shall adhere to regulations and instructions issued by the Bank.

2. In making statements addressed to the Bank, or to a third party designated by the Bank, the client shall make use of data carriers, or means of communication prescribed or approved by the Bank. The client shall use these with due observance of regulations and instructions issued by the Bank.
3. The Bank may suspend or refuse the execution of orders if they have not been given in a correct manner. In special circumstances to be determined by the Bank, the Bank may refuse to carry out an order given by or on behalf of the client or to provide a requested service.
4. At all times, the Bank may invoke legally regulated provisions that imply a duty of confidentiality, or a prohibition on providing information to third parties.

Article 22

Evidential value and retention period of the Bank's records

An extract from the Bank's records shall serve as full evidence vis-à-vis the client, unless the client provides evidence to the contrary. The Bank shall not be required to keep its records for longer than the statutory retention periods.

Article 23

Verification of data provided by the Bank and orders executed

1. The client must check the confirmations, account statements, invoices, or other statements, or other data made available to them by the Bank, or by any other means, including electronic means, as soon as possible after receipt. The date of dispatch or making available shall be the date of dispatch or making available as evidenced by copies, mailing lists, or otherwise from the Bank's records. The client must check as soon as

possible whether the Bank has correctly and completely executed the orders given by or on behalf of them. If the client does not receive a message from the Bank, while they know or should know that they can expect a message from the Bank, they shall inform the Bank of this in writing as soon as possible.

2. If the client discovers an inaccuracy or incompleteness, they must inform the Bank of this in writing as soon as possible and take all reasonable measures to prevent (further) damage. If the Bank finds that it has made an error or mistake, it shall rectify it as soon as possible. The Bank shall inform the client as soon as possible of the detected error or mistake.
3. The Bank shall be authorized to rectify an error or mistake without the client's consent, and to undo an incorrect or apparently fraudulent entry. The Bank shall be authorized to cancel the crediting of an account of the client pursuant to an order given by an unauthorized person or a person without legal capability to act.
4. If the client requests a copy of information previously provided to him by the Bank, the Bank shall provide this to the client within a reasonable term, and against payment of reasonable costs to be incurred by the Bank, unless the Bank no longer has the information, or the Bank has reasonable grounds, to be determined by it, not to comply with the request.

Article 24

Approval of statements from the Bank

If the client has not contested in writing the contents of the confirmations, account statements, invoices, other statements, or other data from the Bank sent to them by or on behalf of the Bank, or made available to the client within six months after those data have been provided by or on behalf of the Bank, the content of that information, in any case and without

prejudice to the client's obligations arising from Article 23, shall be deemed to have been approved by the client. If calculation errors occur in those data, the Bank shall rectify them, even after the six-month period has expired.

Article 25

Retention and confidentiality obligation, cyber security

1. The client must carefully store and handle the means made available to him, such as forms, information carriers, communication and security means, bank cards, PIN and access codes, and passwords. The client must handle personal PIN and access codes and the like with care and keep them secret from other persons. The client shall adhere to the security regulations issued by the Bank.
2. If the client knows or can reasonably suspect that funds made available to them by or on behalf of the Bank have come into the hands of an unauthorized person, or that they have been or can be abused, or that an unauthorized person has lost their PIN, identification and/or access code(s), they must immediately notify the Bank thereof. The loss of any officially valid proof of identity must be reported to the Bank immediately by the client.
3. The Bank shall bear no liability for risks arising from the client's failure to fulfill the obligations of these provisions.

Article 26

Fees (rates)

1. The Bank shall charge fees (rates) for its services and products, such as, but not limited to, commissions, interest, and specific product fees, and/or compensation fees. The Bank may pay interest or fees on account types to be offered for this purpose. Negative interest rates shall not be excluded. The Bank may change the amount of the fees (rates) it applies, unless otherwise agreed in

writing. If the amount of those fees (rates) has not been agreed in advance between the client and the Bank, the Bank shall charge its usual fees (rates).

2. In its services, the Bank shall inform the client as much as reasonably possible about the amount of its fees (rates). The Bank shall ensure that information thereon shall be readily available.
3. The Bank may debit the fees (rates) owed to it by the client from an account of the client with the Bank without prior notification to the client. If an unauthorized debit balance arises on the account as a result of the debit, the client must immediately clear this debit balance without the Bank being required to give notice of default.
4. The Bank shall pay the fees owed to the client, such as interest or other fees, by crediting it to the client's account.

Article 27

Credit entry under reserve

When an amount (to be) received in favor of the client is credited, it shall be subject to the proviso that the Bank actually, definitively, and unconditionally shall receive this amount. If this is not complied with, the Bank may reverse the credit - without prior notice - by debiting an equal amount, with retroactive effect. If the amount received or to be received has been converted into another currency upon crediting, the Bank may make the debit in that other currency at the official exchange rate at the time of execution. In the case of credits or debits from accounts that have been made on the basis of false documents, data, fraud, or other (criminal) acts or circumstances, the Bank shall be authorized to reverse these - without prior notice - with retroactive effect. The costs incurred in connection with this shall be borne by the client.

Article 28

Certainties

1. As a result of these General Banking Terms and Conditions becoming applicable, the client has undertaken vis-à-vis the Bank to settle all existing and future claims of the Bank against the client, for whatever reason, at the Bank's first request, to the satisfaction of the Bank, to provide (additional) security. This collateral must be such, and if necessary, must be replaced and/or supplement by the client to the Bank's satisfaction, that the Bank, taking into account the client's risk profile, the cover value of the security and any other factors relevant to the Bank, continually has sufficient collateral. At the request of the client, the Bank shall state the reason for such collateral, or its replacement or supplementation. The amount of collateral requested must be in reasonable proportion to the client's obligations.
2. In the event that another banking institution as its legal successor under universal title continues the Bank's relationship with the client, in whole or in part, the Bank's rights of pledge, transfer of ownership as security, and mortgage rights shall also serve the benefit of that other banking Institution as if it were the Bank itself.
3. The Bank may terminate its pledges, fiduciary transfers of title as security and/or mortgage rights at any time, in whole or in part, by giving notice.
4. Creation of a (new) security in favor of the Bank shall not replace or release (existing) securities.
5. If these General Banking Terms and Conditions are used vis-à-vis the client to amend, supplement, and/or replace previous (General) (Banking) Terms and Conditions, all securities, rights to securities, and powers of settlement, in full force and effect in addition to the corresponding rights and powers, shall fall under these General Banking Terms and Conditions.

Article 29**Assignment of claims on the Bank**

The Bank does not recognize any (private) assignment of the client's claims against the Bank to third parties. Assignments of the client's claims against the Bank must be effected by serving a bailiff's writ.

Article 30**Right of pledge and the right of fiduciary transfer of ownership as security**

1. As a result of these General Banking Terms and Conditions becoming applicable, the client has:
 - a. undertook to pledge the following goods, including the associated ancillary rights, to the Bank, or to transfer them in fiduciary ownership as security for all that the Bank can claim from them at any time, for whatever reason, or shall obtain:
 - I. all (monetary) claims that the client, for whatever reason, has or acquires against the Bank;
 - II. all objects and goods, securities, equity instruments, and other financial instruments that the Bank or a third party on its behalf has or acquires from or for the client, in whatever respect;
 - III. all shares in collective deposits that the Bank has or acquires under its management;
 - IV. all objects and goods that (shall) replace the objects and goods under i, ii, or iii;
 - b. insofar as legally possible, the objects and goods referred to under a. have been pledged to the Bank or transferred as security under fiduciary ownership, which pledge or transfer the Bank accepts;
 - c. given the Bank irrevocable power of attorney, with the right of substitution, to pledge those objects and goods on behalf

of the client, possibly repeatedly, to itself or to transfer them in fiduciary ownership as security, and to do everything that is useful for the pledging or transfer.

2. The client shall guarantee that they are authorized to act as security for the pledge or fiduciary transfer, and that the objects and goods concerned are (or shall be) free from rights and claims of parties other than the Bank.
3. The Bank shall release the objects and goods pledged or transferred under fiduciary transfer, if the client wishes to dispose of them, if the value of the objects and goods pledged or transferred under fiduciary transfer as security provide sufficient security for all that it has or shall have to claim from the client, for whatever reason. The Bank may only proceed with enforcement of the pledged or fiduciary assignment as security if it has a due and payable claim against the client and the client is in default of performance. The Bank shall not recover more from the pledged or transferred as a fiduciary transfer than is necessary to settle the client's debt. After the Bank has exercised its power to enforce, it shall inform the client thereof in writing as soon as possible.

Article 31**Settlement**

The bank shall always be allowed to settle that which is payable or which is claimable under condition from the client against whether or not due counterclaims of the client against the Bank, irrespective of the currency the claims and counterclaims are denominated in. In the event the Bank's claim against the client or the client's counterclaim against the Bank are not yet payable, the Bank shall not use its power to settlement, unless the Bank's claim and the counterclaim

of the client are denominated in the same currency, unless the counterclaim is seized or redressed in any other way, a limited right in rem shall be established, or the client transfers its counterclaim under a special title, the client is declared bankrupt, or has been granted a moratorium or another insolvency arrangement, or a statutory debt restructuring on the becomes applicable to the client, as a result of which the claims of the Bank and of the client shall be deemed to be immediately due and payable. Debts in foreign currencies shall be settled at the official exchange rate on the day of settlement. If possible, the Bank shall inform the client prior to the settlement.

Article 32

Cheque transactions

Without prejudice to the other articles of these General Terms and Conditions and the legal provisions for cheques, the following provisions shall apply in particular to cheques transactions between the client and the Bank:

1. the client shall be obliged to carefully keep the cheque book provided to them by the Bank, in order to prevent any fraudulent use thereof; they shall immediately notify the Bank in writing after loss or theft or fraudulent use of the cheque book or cheques has come to their knowledge.

If the Bank has made payment for a cheque that has been lost or stolen, unlawfully used, forged or falsely drawn up, without having received the aforementioned notification in advance, it shall be authorized to debit the client for the amount paid.

2. the client must fill out the cheques to be issued by them in such a way that counterfeiting shall be prevented as much as possible; the amount for which the cheque is written must be stated on the cheque both in figures and in words in such a way that it shall

not be possible to add figures or words without this being immediately apparent.

3. the client shall be obliged to immediately return their cheque book to the Bank if they shall not make further use of it and/or if the account relationship ends.
4. the client shall not be permitted to draw cheques or issue other payment orders to the Bank if they have not fulfilled their obligation to ensure that the Bank has sufficient fund(s) for payment from the client, and the Bank shall in no way be obliged to execute the payment order under these circumstances; if the Bank nevertheless proceeds to execute the payment order, for which it shall reserve the right, it shall be entitled to debit the client for the amount paid, the accrued interest or fees, and the costs as referred to in Articles 26 and 35 of these General Terms and Conditions. The client shall be obliged to settle the resulting debit balance at the Bank's first request.
5. the Bank may refuse to process a cheque in the case of suspected illegal use;
6. The Bank may refuse to process cheques written to bearer or cheques that have already been endorsed.

Article 33

The foreign currency account

The Foreign Currency Account is an account in which the balance is kept in a foreign currency chosen by the account holder. Foreign Currency Accounts shall be maintained under lawful and legal rules that may, among other things, impose restrictions on transactions charged to and/or in favor of this account. This account may not be overdrawn, unless otherwise agreed between the Bank and the client. The Bank shall only maintain foreign currency accounts in Euros and United States Dollars unless otherwise agreed with the client. All incoming and outgoing payments on this account shall be made in the currency denomination of this

account. The client shall accept that the equivalent value of the balance on the account in Surinamese Dollars may change due to exchange rate changes.

1. In order to maintain a balance and carry out transactions in the currency of the Foreign Currency Account, the Bank shall maintain (correspondent) accounts with a (correspondent) Bank established in the country of that foreign currency, or in another country, or at the Central Bank of Suriname, or a bank to be designated by this Bank (both also referred to in these Terms and Conditions as the Correspondent Bank). The relationship between the Bank and the Correspondent Bank shall be laid down in an agreement. This agreement may be terminated by operation of law or for any other reason, whether mandatory or not. This termination may have consequences for whether or not the Foreign Currency account shall be continued and/or under changed terms and conditions. The Bank shall inform the client of this in writing as soon as it has been informed of this by the Correspondent Bank.
2. The client shall be aware that holding a Foreign Currency Account may be subject to country risks and correspondent banking risks, including risks arising from laws and regulations, policies, instructions and requests from competent national authorities, as well as from competent authorities of countries in which the Correspondent Bank is established. This may have adverse consequences for the client's rights and for transactions via the Foreign Currency Account.
3. The Bank shall not accept any liability for foreign exchange and/or currency restrictions imposed or to be imposed by national and international authorities. These restrictions and other measures taken by national and

international authorities may mean that the availability of (cash) foreign currencies may be limited at any time.

4. The client must always comply with all applicable procedures, laws and regulations to prevent money laundering and terrorist financing. These are the procedures of the Bank, but also the procedures required by the laws and regulations of Suriname, the country of residence of the Correspondent Bank, and international standards. This shall also include, among other things, the rules and recommendations published or to be published by the United Nations, the European Union, the CARICOM, and the (Caribbean) Financial Action Task Force ((C)FATF).

Article 34

Currency conversion

The Bank shall reserve the right to convert both debit and credit balances as well as loans denominated in foreign currencies into the Surinamese Dollar at the current exchange rates used by the Central Bank of Suriname, if any legally binding regulation so provides. The fees of this conversion, including but not limited to any interest and exchange rate differences or other fees, shall be borne entirely by the client.

Article 35

Immediate exigibility

If the client is in default with the fulfillment of any obligation towards the Bank, the Bank may make its claims against the client immediate exigible by cancellation, unless this is not justified in view of the minor significance of the default.

Such cancellation shall be made in writing stating the reason, unless legal provisions do not permit this.

Article 36

Special fees

1. If the Bank is involved in an attachment, dispute, or procedure between the client and a third party, the client shall fully reimburse the Bank for the resulting costs for the Bank (for example, but not limited to legal assistance fees).
2. All other special costs of the Bank arising from the relationship with the client shall be borne by the client insofar as this is reasonable.

Article 37

Taxes and levies

All taxes, levies, and the like - under whatever name and levied by anyone - relating to the relationship between the client and the Bank shall be for the account of the client, unless otherwise agreed in writing, or if a provision of mandatory law shall prescribe otherwise.

Article 38

Types of notifications to the Bank

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

Article 39

Cancellation or termination of the relationship, application of Customer Due Diligence arrangements.

1. Both the client and the Bank may cancel and terminate the relationship between them in whole or in part immediately in writing, without any notice of default being required. If the Bank cancels and terminates the relationship, it shall inform the client on request of the reason for the cancellation and termination, unless lawful or legal regulations do not permit this.
2. The exclusive use of Customer Due Diligence arrangements by the Bank at any time on the basis of the obligatory application of its statutory and/or lawful and/or best

practices to determine its unconventional risk profile of the client shall be a valid reason for the Bank to cancel and terminate the relationship with the client.

3. After cancellation and termination of the relationship, the individual agreements existing between the client and the Bank shall be settled as soon as possible with due observance of the applicable terms. During settlement, these General Banking Terms and Conditions and the specific conditions that apply to the individual agreements shall remain applicable.
4. A current account relationship between the Bank and the client shall be concluded on the day on which the relationship ends, with a balance statement being sent to the account holder. When closing an account, the balance can be transferred by the Bank to a special account.
5. If at any time the balance of a client's account is nil, or if the client does not use an account with a small balance or low overdraft for longer than a reasonable period to be determined by the Bank, the Bank shall be authorized to close the account, without any cancellation or any other formality being required.
6. If there are still futures or future obligations of the client vis-à-vis the Bank, which have been entered into by the Bank on behalf of the client, but which have not yet been settled at the time of cancellation or closure of the account, the client shall be obliged, at the request of the Bank, to provide the Bank with convenient security within three days after the claim has been made, the sufficiency of which is at the sole discretion of the Bank. If the client fails to do so, the Bank shall be authorized, even without notice of default, to settle the forward transactions at a time of its choice according to the exchange rate of the day, and with regard to other obligations of

the client vis-à-vis the Bank, in a corresponding manner.

7. The General Terms and Conditions shall remain in force during settlement.

Article 40

Transfer of contracts

As a result of these General Banking Terms and Conditions becoming applicable, in the event of a (partial) transfer of the Bank's business, the client has cooperated in advance that their legal relationship with the Bank in the context of that (partial) transfer shall (partially) be transferred to a third party.

Article 41

Exclusion of liability

For the consequences of force majeure of whatever nature, not limited to, but in any case, also including decrees, decisions, and measures of the government or legal or statutory authority, international conflicts, violent or armed actions, labor disturbances, also among its own staff, disruptions in its own business, or similar incidents with regard to companies whose services are used, exclusion and boycott, the Bank shall not be liable.

Article 42

Incidents and calamities

If an incident or calamity threatens to occur, occurs or has occurred during (the performance of) an agreement between the Bank and the client, the client must, at the Bank's request, do or refrain from doing everything that the Bank deems reasonably necessary in connection therewith.

Article 43

Complaints and disputes

1. If the client is not satisfied with the services provided by the Bank, they must first turn to the Bank with due observance of the procedure applicable at the Bank.

2. Disputes between the client and the Bank shall be submitted exclusively to the competent Surinamese court, subject to mandatory law and the provisions of sections 3 and 4.

3. The Bank may also submit a dispute to the foreign court that shall be eligible for the client.

4. The Bank and the client may agree to submit the dispute to a recognized arbitration institute to be designated by them, or to a mediator to be appointed and conditional by them.

Article 44

Partial nullity or voidability

Should a provision in these General Banking Terms and Conditions be void or voidable, this shall not mean that another provision thereof shall be (partially) void or voidable. If a provision in these General Banking Terms and Conditions should be void or voidable, it shall be replaced by a valid provision that most closely approximates the intent of the void or voidable provision.

Article 45

Amendments and additions to the General Banking Terms and Conditions

These Terms and Conditions shall supersede the General Terms and Conditions for the relationships between the Bank and its clients as filed on December 19, 1985, at the Registry of the Subdistrict Court in the First District, in the manner stated in those terms and conditions.

These Terms and Conditions shall be presented to the client for acceptance by the Bank when entering into a relationship with the client.

The client shall declare to be aware of the fact that the General Terms and Conditions may be subject to change.

As has also been determined in the previous terms and conditions, amendments, and/or additions to these General Terms and

Conditions by the Bank shall be binding on the Bank, and on the client, one month after the deposit of these amendments and/or additions at the Registry of the Subdistrict Court in the First Canton, the deposit with the Trade Register kept by the Chamber of Commerce, in a local newspaper, and in the publicly accessible area of the Bank's offices, and/or through the Bank's website in a storable manner, or in any public or client-oriented manner, has been made widely known, with these amendments and/or additions being made available without delay to the client free of charge, on request and/or at any branch of the Bank.

In addition, by making (continued) use of the services and products of the Bank, the client shall be deemed to have accepted the (amended) General Terms and Conditions, which shall be inextricably linked to the services and product provision of the Banks, if the Bank fulfills its obligation of this Article, and the client has not objected to this in writing within one month after the deposit and the publication thereof.

