



***Framework Agreement
Online Business Services***

2022

Framework Agreement on Online Business Services

The client

hereinafter (both jointly and each individually) referred to as the 'client' or 'you',

and

Bank

De Coöperatieve Rabobank U.A., (including all her local branches and/or representative offices) a cooperative with excluded liability (coöperatie met uitsluiting van aansprakelijkheid) incorporated under the laws of The Netherlands and having its corporate seat (statutaire zetel) in Amsterdam, The Netherlands (commercial register number: 30046259) and with its registered office at Croeselaan 18, 3521 CB Utrecht, The Netherlands, hereinafter referred to as 'Rabobank' or 'we',

have agreed as follows:

The client representative(s) designated below is/are (each individually or jointly) authorised to contract all current and future online services and perform legally binding and other acts in and/or via the online services on your behalf. Rabobank will determine which online services you may use and how the client representative will make arrangements about this with us. You can read more about the client representative below.

Arrangements about the online services are included in Rabobank's terms and conditions as applicable to this agreement and any specific product terms for an online service, or will be made by any other means between Rabobank and the client representative if necessary. If specific product terms apply to an online service, the product terms will prevail in the event of discrepancies between provisions in the terms and conditions and the product terms.

<<*Only use when applicable*>>

The number of this agreement is <<enter number>>.

For some online services Rabobank and the client representative can make specific arrangements about the options and setup of those online services and (the authorisations of) its users, for example via application forms or an addendum to this agreement.

Authorisations within the online services

There are various user roles within the online services with different authorisations. A number of those roles are explained below. You grant a power of attorney for those authorisations (if necessary with the right of substitution) – where applicable – to one another as client and/or to your client representative and/or to the user. Those powers of attorney and the right of substitution are described in the terms and conditions, where you can also read how the power of attorney terminates. By designating (or instructing the designation of) a user within an online service, you grant that user a power of attorney.

Client representative

You designate one or more persons as the client representative(s). The rules describe how to do this. This also applies to the change and removal of client representatives.

A client representative has full access to all authorisations for the products in your online services. If client representatives are only authorised to act jointly, they only have these authorisations jointly.

User with extensive administration authorisations

The client and/or client representative(s) may designate a user with extensive administration authorisations. We determine for which online services this is possible. This user may perform legally binding or other acts in the online services. We determine which legally binding or other acts these are and for which online services this is possible. We may also add or remove legally binding or other acts. We do not need to inform you about this. You can find this information on the website. The client is responsible and liable for the legally binding or other acts by this user.

The designation or removal of a user with extensive administration authorisations will take place in the manner provided in the rules for that online service.

Other users

A client representative and a user with extensive administration authorisations may designate other users, and determine what authorisations those users will have. The client is responsible for all legally binding or other acts performed by users via online services.

The designation or removal of a user will take place in the manner provided in the rules for that online service.

Access to online services

You need a security tool in order to be able to use the online services. Rabobank determines which security tools are available and which ones may be used for a particular online service. The security tools will be provided to you by Rabobank.

Security

The client must comply with all of Rabobank's rules on the use of online services, security tools, devices, etc., as specified on the website or of which you are informed via your 'messages' or that are communicated to you by any other means.

These rules are an integral part of this agreement.

Products and services

Rabobank determines which products and services the client (and/or the client representative and the user) may use via a particular online service. These can also be third-party products and/or services. Rabobank may make changes to this.

Restrictions/limits

Rabobank may set or modify restrictions or limits for each online service, security tool and security code. The limits and restrictions applicable are specified on the website.

Costs

Unless otherwise communicated by Rabobank, we may charge fees for:

- the provision of an online service to the client
- the use of an online service by the client
- the provision of a security tool to the client or users of your online service
- the use of products and services. Arrangements about these fees from part of other arrangements in place between Rabobank and the client.

The current fees charged by Rabobank are specified on the website. Rabobank will debit these fees from the client's account or will charge them by any other means.

Rabobank may change the fees charged by it at all times. Rabobank will inform you 30 days before the change takes effect. Rabobank may also change the way in which it charges the fees.

Choice of law and competent court

This agreement and all current and future online services are governed by Dutch law. The Dutch courts have exclusive jurisdiction in the event of a dispute.

Terms and conditions

This agreement is subject to:

- the Terms and Conditions for Online Business Services Global 2022

<<if an Annex is used, include here>>

