

General Terms

for Cash Management Products

1 STRUCTURE

These General Terms for Cash Management Products shall be read and construed together with the Special Terms for each Product covering that specific Product (or group of Products) and, if applicable, the Special Terms for certain countries.

The Agreement is concluded in the English language. Any communication between the Bank and the Company in relation to the Agreement or the Products provided hereunder shall be made in English or the local language of the Bank.

2 SCOPE

By signing this Agreement the Company agrees to be bound by the Agreement, including the provisions of the Product Agreements, and the Manuals governing the Products.

3 DEFINITIONS AND CONSTRUCTION

Agreement means the Agreement for Cash Management Products entered into between the Bank and the Company, including these General Terms for Cash Management Products and the terms applicable to each Product.

Bank means whichever of Skandinaviska Enskilda Banken AB (publ) and its branches in Denmark, Finland, Germany, Norway, Poland, United Kingdom, United States and Hong Kong who is the provider of the relevant Product.

Business Day means a day on which the banks are open for business in the country where the Bank is located, in the country where the Company is located and in the principal financial centre of the relevant currency, if relevant.

Company means the legal entity, as defined on page 1 of this Agreement, utilising the Products.

General Terms means these General Terms for Cash Management Products that apply to the Products.

Manual means any user guide, technical description, product description or other similar documents provided by the Bank from time to time.

Price List means the standard price list applied by the Bank from time to time, available on internet and/or on request.

Product Agreement means jointly (i) the Special Terms for that certain Product, (ii) these General Terms and, if applicable, (iii) the Special Terms for certain countries.

Products means the Bank's cash management products and services, as specified on page 2 of this Agreement, made available to the Company in accordance with this Agreement from time to time.

Special Terms means the terms applicable to a specific Product or a specific country – all including appendices, if any.

Subcontractor means an entity which is in a contractual relationship with the Bank to perform one or more of the functions required for providing a Product. Entities which are seen as part of a public infrastructure, such as intermediary banks, utility companies, postal services and inter-bank clearinghouses are not considered subcontractors under this definition.

Clause, paragraph and appendix headings are for ease of reference only. Unless a contrary indication appears, a term used in the Special Terms has the same meaning as in these General Terms.

The definitions shall have the same meaning whether used in singular, plural, definite or indefinite form.

4 INCONSISTENCY

In the event of any inconsistency between the provisions of these General Terms and any Special Terms, the Special Terms shall prevail.

In the event of any conflict between the provisions of the Special Terms for countries and the Special Terms for a certain Product; the provisions of the Special Terms for countries shall prevail.

In the event of any inconsistency between the English version of the Agreement and any translation thereof, the English version shall prevail.

5 REPRESENTATIONS AND WARRANTIES

The Company makes the representations and warranties to the Bank as set out below, on the date of the Agreement and they are deemed to be made on the date of each utilisation of any Product.

It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation. It has the power to own its assets and carry on its business as it is being conducted.

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Agreement and the transactions contemplated through each Product Agreement.

The obligations expressed to be assumed by it in the Agreement are legal, valid, binding and enforceable obligations.

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To the best of its knowledge the entering into and performance by it of the Agreement, and the Products contemplated by each Product Agreement, do not and will not conflict with:

- a) any law or regulation applicable to it;
- b) its constitutional documents; or
- c) any agreement or instrument binding upon it or any of its assets.

6 UNDERTAKINGS

The Company shall comply in all material respects with all laws and regulations to which it may be subject, provided that the failure to do so would (i) materially impair its ability to perform its obligations under the Agreement and/or (ii) may affect its relations with the Bank.

The Company shall deliver to the Bank such documents and information regarding the Company as the Bank may, from time to time, reasonably request.

The Company shall inform the Bank immediately when it becomes aware of any event that would entitle the Bank to immediately terminate the providing of any Product to the Company.

7 TAX DEDUCTION

All payments made by the Company shall be made without any tax deduction, unless a tax deduction is required by law. If a tax deduction is required by law to be made by the Company the amount of the payment due from the Company shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.

8 FEES AND INTEREST

Fees and interest associated with the Products are charged in accordance with the Price List unless otherwise agreed. Any charges attributable to the Company will be paid periodically or after each utilisation.

There will be no reimbursement of any charges paid in advance should the Agreement and/or any Product Agreement be terminated by either party.

9 DEBITING OF ACCOUNT

The Bank may charge or debit an account with any amount as requested or approved by the Company. In addition the Bank may charge an account with any other amount that is due on the due date in accordance with any agreement between the Company and the Bank.

10 CHANGES IN LAW AND/OR OTHER CONDITIONS

Should any change take place with respect to the laws or other regulations to which the Bank is subject or which in some other respect apply to the Agreement and/or a change takes place in the foreign exchange market and/or the financial market so as to render the providing of a Product illegal or otherwise impossible or if the providing of a Product should, in the opinion of the Bank, become severely impractical for the Bank, the Bank shall no longer be obliged to provide the Product and shall notify the Company thereof without undue delay.

11 AVAILABILITY

The availability of the Products may be limited due to e.g. abnormal market conditions, requirements of government authorities, changed legal circumstances, limitations imposed by external suppliers or due to system-related grounds.

12 NOTICES, CHANGE OF ADDRESS

The Company shall, without delay, notify the Bank of any change of address and any other relevant contact information.

Notices from the Company shall be made in writing to the Bank, as instructed by the Bank. Notices from the Company to the Bank shall be deemed to have reached the Bank on the Business Day on which the notice is received by the Bank during office hours and otherwise on the following Business Day.

Notices from the Bank to the Company may be sent by post, fax, Internet or other electronic communication. If sent by post, any such notices shall be deemed to have reached the Company at the latest on the fifth (5th) Business Day after dispatch to the last notified address of the Company. If sent by fax, Internet or other electronic communication any such notices shall be deemed to have reached the Company upon dispatch, if sent at the latest at 16:00 hours on a Business Day and otherwise it shall be deemed to have reached the Company at 09:00 hours on the following Business Day.

13 POWERS OF ATTORNEY

If a power of attorney has been provided by the Company, it will remain in full force until the Bank has received a written notice of amendment or cancellation from the Company or a written notice of cancellation from the attorney, regardless of changes made in the trade register or in other public records of the Company.

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14 LIMITATIONS OF LIABILITY, FORCE MAJEURE

The Bank shall not be liable for any cost, loss, damage or expense suffered by the Company due to changes of law, actions of governmental, regulatory or self regulating authorities or other legal constraints, events of war, natural disasters, industrial disputes, strikes, blockades, boycotts, lock-outs or any other similar circumstances. The reservation in respect of industrial disputes, strikes, blockades, boycotts and lock-outs applies even if the Bank takes such measures, or is subject to such measures.

The Bank shall not be liable for any cost, loss, damage or expense suffered by the Company which has not resulted from negligence or wilful misconduct on the part of the Bank. In no circumstances will the Bank be liable for any indirect or consequential loss or loss of profits.

Where the Bank is prevented from effecting payments or taking other measures due to circumstances as indicated in the first paragraph, the measures in question may be postponed until the obstacle has been removed. Where a payment has been postponed, then the Bank shall, in case it has undertaken to pay interest, pay interest at the agreed rate. In the absence of an undertaking to pay interest the Bank shall not be liable to pay interest at a rate higher than the official discount rate/the reference rate, or the equivalent thereof, plus two (2) percentage units, or at such other rate required by local law.

Where the Bank, due to circumstances as indicated in the first paragraph, is prevented from receiving payments, the Bank shall be entitled to interest from the Company for the period during which the Bank is so prevented, only under the terms and conditions in force at that time.

15 SUBCONTRACTORS

The Bank is entitled to use Subcontractors and assistance from third parties in order to fulfil its obligations under the Agreement.

The Bank shall be responsible and liable to the Company for all actions and omissions by such Subcontractor under the Agreement as if they were actions and omissions of the Bank.

16 COMPLETE AGREEMENT

Each Product Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

17 TERM AND TERMINATION

The Agreement and any Product Agreement apply from and upon the day the Company signs the Agreement or starts to use a Product provided hereunder.

The Agreement and/or any Product Agreement terminates sixty (60) days after written notice of termination is received by either party.

Either party is entitled to immediately terminate the Agreement and/or any Product Agreement by giving notice in writing if:

- a) the other party fails to properly fulfil any essential contractual obligation or any material obligation set out in the Agreement;
- b) a party has reasonable grounds for believing that the other party or an affiliate of that party is or may become insolvent or any other circumstance with similar effect, however named or described, has occurred or, in the reasonable opinion of the relevant party, may occur; or
- c) the intervention or decision of a public authority, for example a financial supervisory authority, and/or a central bank affects the Agreement.

The Bank is entitled to immediately terminate the Agreement and/or any Product Agreement by giving notice in writing if:

- a) the Bank has reasonable grounds for believing that the Company will fail to fulfil any material obligations vis-à-vis the Bank;
- b) the Company fails to fulfil its payment obligations within three (3) Business Days after the Company has received notice from the Bank of such non-payment; or
- c) any other event occurs which in the reasonable opinion of the Bank jeopardizes the fulfilment of the Company's obligations under the Agreement.

18 SEVERABILITY, PARTIAL INVALIDITY

If, at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

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19 COLLECTION AND PROCESSING OF PERSONAL DATA

The Bank may collect and process information, including personal data (as defined in applicable data protection laws), about, as applicable, beneficial owners, the Company's customers, officers, employees and representatives ("Data Subject"). Collection and processing of such personal data is made for the legitimate purposes of and interests in (i) maintaining business relationship and communication with the Company and (ii) the fulfilment of the Bank's contractual obligations under this Agreement, as well as, (iii) for compliance with the legal obligations to which the Bank is subject. In order to fulfil these purposes the Bank may transfer personal data to third parties and to recipients in third countries. The Bank collects and processes personal data in accordance with applicable data protection laws.

The Bank, as a controller, is required to inform the Data Subjects about the collection and processing of personal data it performs. The Company represents and undertakes, in respect of all business relationships with the Bank, to provide the Data Subjects with the information required under data protection laws about the collection and processing of personal data by the Bank. Such information includes, but is not limited to, information about the contact details of the Bank, its data protection officer, the purpose of and legal basis for the collection and processing of personal data, that personal data may be transferred to third parties and to recipients in third countries, and the rights of the Data Subjects. For further information about the Bank's privacy policy please visit www.sebgroup.com/privacy-policy.

20 AMENDMENTS AND MODIFICATIONS

20.1 Agreement

The Bank may amend the Agreement and/or any Product Agreement by giving notice thereof not less than thirty (30) days before the amendment takes effect. In the event the Company does not accept the amendment(s), it shall be entitled to terminate the Product Agreement and/or the Agreement by giving a notice of termination not less than fifteen (15) days prior to the effectiveness of the amendment(s). A termination made under such notice shall take effect on the same day as the amendment(s) would have entered into force.

20.2 Fees and interest

The Bank may, without prior notice, as per 1 January each year, amend the Price List. The updated Price List will be available not less than thirty (30) days before the amendment takes effect. Other amendments to the Price List will be made by giving notice thereof to the Company not less than thirty (30) days in advance.

In case of changed market conditions or competitive conditions in respect of interest rates for a currency, the Bank may introduce or change fees and interest conditions for account deposits in such currency by giving notice to the Company not less than five (5) days in advance.

20.3 Other amendments and modifications

The Bank may modify any Product and shall provide notice of such modification in due time when such is material.

The Manuals might be changed from time to time (due to technical innovations etc.). Changes to the Manuals will be notified by the Bank in due time when such is material.

Changes to cut-off times will be applied immediately and are available on request and on the internet.

21 COMPLAINTS PROCEDURE

Any complaints by the Company regarding the Bank's non-compliance of its undertakings under this Agreement and/or any Product Agreement, shall be submitted to the Bank in accordance with clause 12 (Notices, change of address). More information about the Bank's contact details can be found on www.sebgroup.com.

The Bank shall reply to such complaint in accordance with clause 12 (Notices, change of address).

22 GOVERNING LAW, JURISDICTION

The Agreement and each Product Agreement shall be governed by and construed in accordance with the law of the country in which the Bank is located.

Subject to the paragraph below, the courts of the country in which the Bank is located shall have exclusive jurisdiction over matters arising out of or in connection with the Agreement and/or any Product Agreements.

The submission to the jurisdiction of courts of the country in which the Bank is located shall not limit the right of the Bank to take proceedings against the Company in any court which may otherwise exercise jurisdiction over the Company or any of its assets.

Special Terms for Electronic Communication

1 STRUCTURE

These Special Terms shall be read and construed together with the General Terms for Cash Management Products and, if applicable, the Special Terms for certain countries. Together the before mentioned terms form the Product Agreement for Electronic Communication.

2 SCOPE

This Product Agreement shall be applicable to all electronic communication related to the products and services provided to the Company by the Bank irrespectively of whether such electronic communication is directly initiated by individuals authorised to act on behalf of the Company or initiated from computer systems as agreed between the Company and the Bank. The electronic communication initiated from computer systems could include usage of EDI transactions based on standard formats; e.g. SWIFT, EDIFACT, FIN or ISO 20022.

This Product Agreement shall also be applicable to electronic communication sent over various managed messaging services networks each operated and administrated by a third party provider such as, but not limited to, SWIFT.

3 DEFINITIONS

API means the Application Programming Interface, that the Bank makes available from time to time to the API User and that allows access to and use of the services made available by the Bank to the API User.

API User means an individual or a legal entity, as applicable, which has registered with the Bank and has been authorized by the Bank to use one or more of the APIs.

Authorised User means an individual designated by the Company to interact electronically with the Bank by the use of a Security Solution.

EDI means Electronic Data Interchange.

File means an electronic file containing one or several Messages.

Message means electronic communication sent or appearing to have been sent or exchanged between the Company (or an authorised agent or other Subcontractor appointed by the Company) and the Bank, related to the products and services provided to the Company by the Bank.

Messaging Service means a mean of communication for Files and Messages sent or appearing to have been sent using a managed messaging services network operated and administered by a third party provider, such as, but not limited to, SWIFT's Standardised Corporate Environment Service, SCORE.

Security Solution means any electronic security equipment and/or procedures agreed between the Company and the Bank used by the Company for identification and electronic interaction with the Bank, such as digipass, electronic identity cards and digital certificates used in combination with a personalised security feature, if any.

Subcontractor means a legal entity which is in a contractual relationship with the Bank or the Company to perform one or more of the functions required for a product or service provided to the Company by the Bank. Entities which are seen as part of a public infrastructure, such as intermediary banks, utility companies, postal services and inter-bank clearinghouses are not considered subcontractors under this definition.

SWIFT means Society for Worldwide Interbank Financial Telecommunication.

4 METHOD OF DELIVERY

The Bank will advise the Company on methods of delivery and media that are approved for each respective Product.

If the Company uses a Messaging Service the Company shall comply with all agreements, instructions and recommendations provided by such third party.

5 EQUIPMENT

The Company is responsible for acquiring and maintaining appropriate computer and communication hardware and software to access the products and to effectively and reliably send and receive messages, as specified in the relevant Manual.

6 SECURITY PROCEDURES

The Company shall take all reasonable steps to keep its personalised security features safe and to ensure that any electronic communication and any Security Solution are only accessed by Authorised Users. On becoming aware of any loss, theft or misappropriation of a Security Solution or any unauthorised use thereof, the Company shall notify the Bank thereof without undue delay.

The Company shall implement and maintain the security procedures as specified by the Bank and/or a third party administering Messaging Services.

Authorised Users shall be stated in an electronic corporate authorisation system or in another form accepted by the Bank. The Company shall ensure that each Authorised User is familiar with and complies with the provisions of this Product Agreement. Any changes to Authorised Users shall be made in accordance with the clause regarding notices in the General Terms.

The Company shall ensure that adequate means to protect the Bank from computer viruses, destructive programs or other devices likely to cause harm to the services or products provided by the Bank or the Bank's computer systems, are put in place.

7 VERIFICATION AND CONTROL

The Company shall ensure that any electronic communication transmitted by it shall be subject to necessary control and verification by the Company in order to prevent duplicated, incomplete or erroneous electronic communication.

The Company undertakes to receive and review all acknowledgement and receipt messages as well as error reports from the Bank and to, without undue delay, take necessary action.

Special Terms for Electronic Communication

8 **BLOCKED SECURITY SOLUTION**

The Bank may block a Security Solution or a channel for electronic communication for objectively justified reasons related to the security of the Security Solution or the suspicion of unauthorised or fraudulent use of the Security Solution or the channel for electronic communication.

Unless prohibited by legislation or other regulations applicable to the Bank or unless giving such information would compromise objectively justified security reason, the Bank will, at the earliest opportunity notify the Company of the blocking and the reasons for it. Such notification will, if possible, be made before the Security Solution or the channel for electronic communication is blocked and at the latest immediately thereafter.

Once the reason for blocking no longer exists, the Bank will unlock or replace the Security Solution.

9 **PROCEDURE FOR MANUAL INSTRUCTIONS**

The Bank may in certain cases accept instructions via fax/e-mail, mainly for contingency situations. Such instructions are allowed on a case by case basis. The instruction shall be signed by an Authorised User with a personal identification number provided by the Bank ("User-id") or an official social security number, and verified by the code obtained from the use of a Security Solution.

The Bank shall not be liable for any loss or damage sustained by the Company due to any delayed handling caused by the Bank's security check requiring a new contact to be made between the Bank and the Company.

10 **BINDING COMMUNICATION**

The Company agrees that all electronic communications received by the Bank which is consistent with the security procedures and the procedure for manual instructions, may be relied upon by the Bank and shall be binding on the Company. The Bank will record such electronic communication and the Company consents to the use of such recordings in any court proceedings.

11 **LIMITATIONS OF LIABILITY**

The following shall apply in addition to the relevant provision of the General Terms.

The Bank shall not be liable for any cost, loss, damage or expense suffered by the Company as a result of being unable to access a product electronically or delays or errors in the operation of any electronic communication for any reason.

The Bank shall not be liable for any losses arising as a result of the Products being utilised by any unauthorised persons who obtain access through the Company's computer equipment, software or internet or other electronic connection.

12 **SUBCONTRACTORS**

The following shall apply in addition to the relevant provision of the General Terms.

The Company is entitled to use Subcontractors and assistance from third parties in the electronic communication or the processing of Messages.

The Company shall be responsible and liable to the Bank for all actions and omissions by such Subcontractor under the Agreement as if they were actions and omissions of the Company.

13 **AMENDMENTS AND MODIFICATIONS**

The following shall apply in addition to the relevant provision of the General Terms.

The Bank may from time to time modify or make amendments to its security procedures, and shall in due time give the Company written or other appropriate notice thereof.

14 **TERMS FOR API COMMUNICATION**

In addition to the Special Terms for Electronic Communication, the following sections of the *General Terms and Conditions for the use of APIs between SEB and the API User* as amended from time to time (hereinafter the "Terms for APIs") shall apply to the Company as an API User, to any API made available by the Bank to the Company:

- 2. Definitions, as applicable
- 5.1 Amendments to these General Terms and Conditions
- 5.2 Changes to APIs and the API Documentation
- 5.3 Decommissioning
- 6.1 Authorizations
- 6.2 Access to and use of the APIs
- 6.3 Certain limitations of use
- 6.4 Availability and maintenance
- 6.5 Security
- 9. Intellectual Property Rights, Right to Use the API and Use of SEB's Trademark; and,
- 13.1 Suspension.

In the event of any inconsistency between the provisions of the Special Terms for Electronic Communication and the Terms for APIs, these Special Terms shall prevail.

The Terms for APIs are available on the SEB Developer Portal and on request.

Special Terms for Accounts

1 STRUCTURE

These Special Terms shall be read and construed together with the General Terms for Cash Management Products and, if applicable, the Special Terms for certain countries. Together the before mentioned terms form the Product Agreement for Accounts.

2 SCOPE

This Product Agreement shall apply to any Account opened by the Bank in the name of the Company.

3 DEFINITIONS

Account means any account opened by the Bank in the name of the Company.

Interest Rate means the Reference Interest Rate and a Margin.

Margin means the margin separately agreed with the Company.

Reference Interest Rate means SEB Base Rate in the relevant currency or other official reference rate as separately agreed.

SEB Base Rate means the Bank's base rate for the relevant currency as determined by the Bank on an ongoing basis and represents the Bank's judgement of the price of short-term funds on each currency's interbank market. Information on current base rates is available on www.sebgroup.com/baserates.

4 OPENING AND OPERATION OF ACCOUNTS

The Company can request opening of one or more Accounts in one or more currencies by signing the form account application, which is an appendix to these Special Terms (the "Account Application").

The Bank reserves the right not to open an Account, and shall have no liability to the Company if the Bank declines to open an Account.

The Company may operate an Account by its legal representatives or others appointed by power of attorney.

5 DISPOSAL OF BALANCE ON ACCOUNTS

The Company's right to dispose of the balance of an Account held in a currency other than the currency of the country where the Bank maintaining the relevant Account is located is subject to the same restrictions that may apply to the Bank from time to time as regards the Bank's right to dispose of the Bank's corresponding foreign currency deposits.

6 INTEREST CALCULATION AND VALUE DATES

Interest accrues on an Account at the Interest Rate applied by the Bank from time to time. For Accounts held in a currency other than the currency of the country where the relevant Account is located, interest is offered for those currencies that the Bank from time to time considers having an effective market.

Interest is calculated on Account balances according to actual/360, actual/365 or actual/actual depending on the standard on the interbank market for the relevant currency.

Accrued interest is credited and/or debited to an Account monthly or annually in arrears, depending on the custom at the location of the Account, and upon closure of the Account, unless otherwise agreed.

7 PAYMENT OF OVERDRAWN AMOUNTS

Should a deficit arise on an Account, the Company shall repay such deficit immediately.

Unauthorised overdraft interest and fees, as applied by the Bank from time to time, is charged monthly or quarterly in arrears depending on the location of the Account, unless otherwise agreed.

If a deficit arise on an Account held in a currency other than the currency of the country where the relevant Account is located, the Bank may convert the deficit together with any interest into the currency of the country where the relevant Account is located, at the selling rate applied by the Bank to the foreign currency in question on the date of conversion.

8 SET-OFF

The Bank may, without prior notice to the Company and in accordance with applicable legislation, set off any matured obligation owed by the Company to the Bank against any obligation owed by the Bank to the Company regardless of the place of payment or currency of either obligation and the Bank shall have the right to convert obligations from one currency to another in order to exercise such set-off.

9 PAYMENTS

For any Payment Transactions (as defined in the Special Terms for Payment Services) effectuated through an Account the Bank's Special Terms for Payment Services shall apply. The Special Terms for Payment Services are available on request and on the Internet, sebgroup.com/terms.

Special Terms for Accounts

10 INFORMATION REGARDING THE SWEDISH DEPOSIT GUARANTEE SCHEME

Accounts are covered by the deposit guarantee scheme according to a decision of the Swedish National Debt Office.

Each eligible customer, as defined by the Swedish Deposit Insurance Act (1995:1571), is entitled to compensation for the total funds on his or her account(s) with the bank in a maximum amount equivalent to SEK 1 050 000, for accounts opened in Sweden, or a maximum amount equivalent to EUR 100 000 for accounts opened in the other countries covered by the Swedish deposit guarantee scheme.

Each customer's deposits at the same credit institution are aggregated and the total is subject to the limit of either SEK 1 050 000 or EUR 100 000.

The Swedish National Debt Office pays the compensation within 7 Business Days of the date on which the Bank was declared bankrupt or the Swedish Financial Supervisory Authority ordered the guarantee to commence. For additional information, visit www.insattningsgarantin.se.

Accounts held by the Company in Hong Kong, the UK or United States are not covered by the Swedish deposit guarantee scheme.

11 LIMITATIONS OF LIABILITY

The following shall apply in addition to the relevant provisions of the General Terms.

The Bank shall not be liable for any cost, loss, damage or expense the Company may incur due to any restrictions that may apply to the Bank from time to time as regards the Bank's right to dispose of the Bank's corresponding foreign currency deposits.

In the event of a delay in paying out balances deposited due to any of the restrictions set out in the preceding paragraph and/or clause 5, the Bank shall not be liable to pay any interest or other compensation for the period during which the restriction remains.