1. General

These Service-Specific Terms and Conditions for SEPA Direct Debit Debtor Services (Service Specific Terms) are applicable to corporate customers if it is agreed between the Customer and the Bank, or if the Bank has informed the Customer that these Service-Specific Terms apply to the CM Service and must be construed in conjunction with the General terms and conditions for corporate cash management services (Terms) and the Service terms and conditions for payment services (Service Terms).

These Service-Specific Terms apply to the SEPA Core Direct Debit Debtor Service and to the SEPA B2B Direct Debit Debtor Service. Terms with reference to either of the services are only applicable to that specific CM Service. The CCM Agreement specifies the CM Service(s) which is/are available to the Customer.

The SEPA Core Direct Debit Scheme is governed by the Core Rulebook and the SEPA Business to Business Direct Debit Scheme is governed by the B2B Rulebook. Consequently, the SEPA Core Direct Debit Debtor Service is based on the Core Rulebook and the SEPA B2B Direct Debit Debtor Service is based on the B2B Rulebook.

In these ServiceSpecific Terms, the terms beginning with a capital letter have the meaning as defined below in clause 11.

2. General of the SEPA Direct Debit Debtor Services

The SEPA Core Direct Debit Debtor Service and the SEPA B2B Direct Debit Debtor Service are payment services which enable debiting the Customer's Payment Account based on the Collection Order given by the creditor i.e. the Payee.

The Bank has the right to execute all Collection Orders that concern the Customer's account linked to the SEPA Core Direct Debit Debtor Service or SEPA B2B Direct Debit Debtor Service, as applicable, and that the Payee has sent and allocated to the correct service, unless indicated otherwise in these Service Specific Terms.

The agreement on which the Collections are based is concluded between the Customer and the Payee. The Bank or the Payee's Bank are not involved in such an agreement and are not bound by it. The Customer is obliged to resolve any disputes concerning the underlying agreement and the related Collections directly with the Payee.

3. Mandate

3.1 General

The Customer gives the Payee a Mandate in which the Customer consents to the Bank debiting the Customer's Payment Account in accordance with the Collection Order initiated by the Payee. The Customer is to agree with the Bank on the use of the CM Service and on the Payment Accounts to be linked to the CM Service before the Customer gives a Mandate to the Payee. If a Customer has agreed on the SEPA Core Direct Debit Debtor Service with the Bank, a Mandate given by the Customer to the Payee must follow r the SEPA Core Direct Debit Scheme. Correspondingly, if a Customer has agreed on the SEPA B2B Direct Debit Debtor Service with the Bank, a Mandate given by the Customer to the Payee must follow the SEPA B2B Direct Debit Scheme. An account stated by the Customer in the Mandate must be a Payment Account linked to the CM Service which the Customer has in use.

The Customer is to give the Mandate directly to the Payee in writing. The Customer must comply with the terms and conditions of the Mandate agreed on with the Payee. The Payee is liable to store the Mandate. The Customer shall agree with the Payee on any changes to the Mandate and on its cancellation.

The Bank is entitled to the send the Payee's Bank a request for a copy of the Mandate, with appendices, if any.

3.2 SEPA Core Direct Debit

The Bank does not hold a Mandate given by the Customer to the Payee or any information on such Mandates in its possession, nor does it verify whether the Customer has given an appropriate Mandate to the Payee, or whether the Mandate given by the Customer corresponds to the Collection Order given by the Payee. The Bank only checks if the Customer's Payment Account mentioned in the Collection Order has been linked to the CM Service.

3.3 SEPA B2B Direct Debit

The Customer is obliged to provide the Bank without delay, with information on all the Mandates it has given, any changes to such Mandates and any cancellations of Mandates in the manner accepted by the Bank at any given time. The Customer must inform the Bank of any cancellation or amendment of the Mandate no later than on the day on which the amendment or cancellation is to take effect and before the Due Date of the next Collection. The Bank accepts Collections from the Customer's account on the basis of Mandate information provided by the Customer. The Bank has the right to request from the Customer any additional information it deems necessary, which the Customer is obliged to provide without delay.

The Bank reserves a reasonable amount of time for processing the information and notifications on Mandates provided by the Customer.

A prerequisite for the Collection is that the Bank has been able to verify that the Mandate-related information accompanying the Collection Order matches the Mandate information provided by the Customer. The Bank will reject a Collection Order if the Mandate information provided by the Customer does not match the Mandate information provided by the Payee. When processing the Mandate information, the Bank compares the details required by the B2B Rulebook.

4. Pre-notification

The Bank does not deliver a pre-notification on the Collection to the Customer. The Payee is obliged to notify the Customer of the Collection in advance.

The Customer is obliged to check that Collections notified to it comply with the Mandate given by the Customer.

5. Time of debit

Clauses 2.1 and 2.2. of the Service Terms are not applicable to the SEPA Direct Debit Debtor Services.

The Bank debits the Payer's Payment Account on the announced Due Date in accordance with the Collection Order given by the Payee. If the Due Date is not a TARGET Day, the amount of the Collection will be debited on the next TARGET Day following the Due Date.

6. Refusal

The Customer may refuse a single Collection Order by notifying the Bank thereof at a branch of the Bank on the Business Day preceding the Due Date at the latest. The refusal must be made during the opening hours of the Bank by the time announced by the Bank at its branches, on Nordea's Webpages or in the Service Description. The Bank rejects a Collection Order refused by the Customer.

The Bank transmits to the Payee's Bank information on the refused Collection Order. The Payee's Bank is entitled to notify the Payee of the refusal.

7. Rejection

Any party involved in the transmission of a Collection Order may reject it for a technical reason.

In addition to the reasons specified in these Service-Specific Terms, the Bank may reject a Collection Order for the reasons specified in clauses 2.3 and 2.4 of the Service Terms. The Bank may reject a Collection Order if there is any unclarity whether the Collection can be executed (e.g. due to any breach of the Sanction Rules) and if the Bank has not been able to verify by the Due Date that the Collection can be executed.

8. Reversal

The Bank may credit the amount of a debited Collection to the Customer's Payment Account after the Due Date at the request of the Payee or the Payee's Bank. The Bank is not obliged to investigate whether the original Collection has been executed or whether it has been rejected or refunded.

9. Refund of an authorised Collection

9.1 SEPA Core Direct Debit

The Customer may request a refund of a Collection from the Bank in writing within eight (8) weeks of the date on which the Bank debited the Customer's Payment Account. The Customer loses the right to request a refund of an authorised Collection when the above- mentioned time limit has elapsed.

The Bank restores the Customer's Payment Account to the state in which it would have been without the Collection within ten (10) Business Days of the date on which the Customer has requested a refund unless otherwise provided by the law or order by the authorities. If restoring the Customer's Payment Account is not possible, the Bank otherwise refunds the amount of the Collection to the Customer.

The Bank notifies the Payee's Bank of the refund. The Payee's Bank informs the Payee of the refund.

9.2 SEPA B2B Direct Debit
The Customer does not have a right to a refund of an authorised Collection from the Bank.

10. Refund of an unauthorised Collection
10.1 SEPA Core Direct Debit
The Customer can claim a refund of a Collection for which the Customer has not given a Mandate to the Payee on the basis of the Collection being unauthorised. The Customer loses the right to claim a refund for an unauthorised Collection when thirteen (13) months have passed of the Collection having been debited from the Customer's Payment Account.

The claim for a refund must be made in writing and the Customer must provide the Bank with all possible evidence supporting the Customer's claim. The Bank is entitled to forward the refund claim to the Payee's Bank to be investigated by the Payee.

The Bank refunds the amount of the Collection immediately and no later than on the next banking day following the date on which the Bank detected the unjustified payment transaction or was notified of it. In this case, the refund is contingent, and the Bank will debit or otherwise collect the amount again if the refund is unjustified. As an alternative to a refund, the Bank shall investigate the lack of authorisation for the payment transaction, in which case the funds will not be refunded within the period specified above in this clause. The Bank notifies the Customer of its acceptance or rejection of the Customer's claim within thirty (30) calendar days of the Customer's claim at the latest.

The Bank, however, will not refund a payment transaction alleged to be unauthorised if it has a justified reason to suspect a deliberately false declaration or other fraudulent activity. If the Bank accepts the Customer's claim, the Bank restores the Customer's Payment Account to the state in which it would have been without the unauthorised Collection or otherwise refunds the amount of the unauthorised Collection and any lost interest on the payment account to the Customer.

If the Bank rejects the refund claim, the decision is final and the Customer should resolve any unclear issues related to the Collection directly with the Payee.

10.2 SEPA B2B Direct Debit
The Customer can claim a refund of a Collection for which the Customer has not given a Mandate to the Payee on the basis of the direct debit being unauthorised. The Customer loses the right to claim a refund for an unauthorised Collection when thirteen (13) months have passed of the Collection having been debited from the Customer's Payment Account.

The claim for a refund must be made in writing and the Customer must provide the Bank with all possible evidence supporting the Customer's claim. The Bank is entitled to forward the refund claim to the Payee's Bank to be investigated by the Payee.

The Bank refunds the amount of the Collection immediately and no later than on the next banking day following the date on which the Bank detected the unjustified payment transaction or was notified of it. In this case, the refund is contingent, and the Bank will debit or otherwise collect the amount again if the refund is unjustified. As an alternative to a refund, the Bank shall investigate the lack of authorisation for the payment transaction, in which case the funds will not be refunded within the period specified above in this clause. The Bank, however, will not refund a payment transaction alleged to be unlawful if it has a justified reason to suspect a deliberately false declaration or other fraudulent activity.

If the Bank accepts the Customer's claim, the Bank restores the Customer's Payment Account to the state in which it would have been without the unauthorised Collection or otherwise refunds the amount of the unauthorised Collection and any lost interest on the payment account to the Customer.

If the Bank rejects the refund claim the decision is final and the Customer should clear up any unclear issues related to the Collection directly with the Payee.

11. Definitions
The definitions described in the Terms and Service Terms shall apply to these Service- Specific terms. In addition, the following expressions have the meaning set out below.

B2B Rulebook is the currently valid SEPA Business to Business Direct Debit Scheme Rulebook published by the European Payments Council.The B2B Rulebook sets out the rules and business standards for the SEPA Business to Business Direct Debit Scheme.

Collection is a Payment Transaction based on the Collection Order initiated by the Payee.

Collection Order is a Payment Order initiated by the Payee as a creditor instructing the Payer's Bank to debit the Payer's account. **Core Rulebook** is the currently valid SEPA Core Direct Debit Scheme Rulebook published by the European Payments Council. The Core Rulebook sets out the rules and business standards for the SEPA Core Direct Debit Scheme.

Mandate is an authorisation given by the Payer to the Payee allowing the Payee to initiate Collection Orders for debiting the Payer's account specified in the Mandate. The Mandate also allows the Payer's Bank to debit the Payer's account in accordance with such a Collection Order.

SEPA is the area where payments in euro can be made and received within all the EU Member States (and certain other countries) between or within the national boundaries under the same basic conditions, rights and obligations. SEPA is created by European banks, the European Central Bank and the European Commission. The current member states of the SEPA are defined on Nordea's Webpages.

SEPA B2B Direct Debit is the payment service governed by the rules of the SEPA Business to Business Direct Debit Scheme for making direct debits in euro throughout SEPA from bank accounts to other bank accounts.

SEPA B2B Direct Debit Scheme is the payments scheme for making direct debits across SEPA by business customers, as set out in the B2B Rulebook.

SEPA Core Direct Debit is the payment service governed by the rules of the SEPA Core Direct Debit Scheme for making direct debits in euro throughout SEPA from bank accounts to other bank accounts.

SEPA Core Direct Debit Scheme is the payments scheme for making direct debits across SEPA, as set out in the Core Rulebook.

TARGET Day is an inter-bank business day when the Trans- European Automated Real-Time Gross Settlement Express Transfer System (TARGET) is open.