

By signing this agreement Nordea Bank Abp (hereinafter the 'Bank') and the Vendor agree on the activation of Siirto for Corporates (hereinafter the 'Service').

1. Siirto for Corporates and the applicable terms and conditions

In addition to these terms and conditions, Siirto payments are subject to, as applicable, the currently valid account terms and conditions, the general terms and conditions of Corporate Cash Management services and the service description. A Siirto payment is a payment or credit transfer subject to the terms and conditions for payment transmission.

If these agreement terms and conditions and the optional provisions of the act applied to them are mutually in conflict, these agreement terms and conditions shall prevail.

The content and functions of Siirto for Corporates are specified in the service description. The Service is provided and kept in compliance with the technical solutions mentioned in the service description and in the scope separately agreed on between the Vendor and the Bank. The information on the Siirto payment service is provided in these terms and conditions and in the service description. The Bank is not liable to provide the customer with any additional information.

The terms and conditions and the service description are available in Finnish, Swedish and English. If there are differences between the different language versions of these terms and conditions, the Finnish version shall take precedence.

2. Activation and functioning of the Siirto payment

Siirto for Corporates is a service in which the Bank will intermediate payment orders placed with the Bank in the manner mentioned in the service description and in compliance with the applicable agreement terms and conditions of Nordea to the Vendor's account and will provide payment-related account information to the Vendor. Using Siirto for Corporates, the Vendor can also make payments and refunds to its customers. Nordea may set payment limits to Siirto payments.

Acquiring and making Siirto payments require that the Vendor is registered in the Siirto register as a seller in the manner required by the service description. With an ID (phone number or customer ID, for example) linked to the Siirto register, the Siirto users can find the Vendor's information. By activating Siirto for Corporates, the Vendor gives its express consent to the use of its information (including any personal data) in the Siirto for Corporates service and in the Siirto register and accepts that the information on the Vendor saved in the Siirto register can be viewed by all Siirto users.

The Vendor acquiring Siirto payments shall conclude a Siirto payment agreement directly with the Bank. Siirto payments cannot be acquired on behalf or in the name of another seller. A Siirto payment may not be used as a joint payment function at an online marketplace. Each Vendor operating at the marketplace shall conclude a separate agreement with the Bank on the activation of the Siirto payment.

Terms and conditions of Siirto for Corporates 10.2019

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The activation date of Siirto for Corporates shall be separately agreed on between the Vendor and the Bank. The contracting parties are each liable for their own part for the costs arising from the development, implementation and use of their service and data systems and their maintenance. The contracting parties each shall ensure that their data systems are appropriately protected against illegal use. The Bank may interrupt the Service for maintenance or updating, or if it is required in order to protect the security of the Bank or its customers.

The Bank does not guarantee that the services are available to the Vendor without interruption. The Bank is not liable for any malfunction in the Service resulting from disturbances in data communications or some other factor attributable to a third party.

The Bank shall deliver the Service in accordance with the latest released version and the currently valid service description. The Vendor is liable to update its own systems and to ensure that they are always compatible with the requirements and versions of the Service.

If the Vendor uses subcontractors in the provision of its service (for example, in maintaining server functions), the Vendor shall ensure that the subcontractor for its part complies with the terms and conditions of this agreement. The Vendor is liable for the subcontractors' activities as for its own. The Vendor undertakes to immediately inform the Bank if the subcontractor changes. The Service must be implemented from a server located within the European Union or EEA unless otherwise specifically agreed in writing with the Bank.

3. Terms and conditions of the trademark and use of material

By virtue of this agreement, the Vendor is entitled to use Nordea's trademark and the Siirto trademark in connection with the Service mentioned in the agreement in an electronic format in the manner mentioned in the instructions for the marketing of the Siirto payment or in a manner otherwise separately accepted by the Bank. The Vendor undertakes to comply with the Bank's instructions for the use of the trademark. It is prohibited to transfer the trademark or use it in any other way than agreed in this agreement. The right of use of the trademark ends when this agreement is terminated and the Vendor agrees to immediately remove the trademark from its service and from the marketing material associated with it.

The Vendor may also attach files to payments, such as pictures or other media. The files shall comply with generally accepted practice and they may not breach the immaterial property rights of any third party or Nordea nor contain any viruses, malware or other factors hampering their use. The Vendor is liable to ensure that the pictures fulfil these requirements. Nordea has the right to delete any files it considers inappropriate and to immediately delete such files at the request by any third parties.

4. Terms and conditions governing the Vendor's service

The Vendor undertakes to provide and market the services to which the Siirto payment is attached in an appropriate manner and so that the Vendor's practice conforms to laws, decrees and orders issued by authorities and is in accordance with generally accepted practice and within reason. In marketing, the Vendor shall ensure that the services and liabilities of the Vendor and the Bank are presented in a clearly distinguishable manner.

The Vendor shall ensure that its services are technically provided in such a way that the financial security, data protection or data security of the Bank or the customer using the Vendor's services is not compromised. The Vendor shall independently manage the user rights of the Siirto for Corporates users and ensure the information security of the Service. The Vendor shall ensure that the codes and keys related to the use of the Service are kept safe and that they will not fall into the hands of parties not authorised to use them. Nordea has the right to assume that every Siirto payment received through the Vendor is correct and accurate and that it has sufficient authorisations for executing the payment.

The Vendor is liable for fulfilling its obligation of performance towards the customer in accordance with the tender and the contractual terms and conditions of the Vendor. The Vendor shall ensure that its customers have the possibility to make complaints about the Vendor's services directly to the Vendor, and that the complaints are handled without delay and in an appropriate manner. For any complaints, the Vendor must provide the customer with its contact information in the service.

The Vendor is solely liable for the properties and performance as well as marketing of the products and services offered by the Vendor. If the Bank is obliged by the supervisory authority, consumer authority or a court of law to make payments or compensations based on the operation of the Vendor or an error or a delay in the service or commodity provided by the Vendor, the Vendor shall immediately upon the Bank's demand pay the amount of the aforementioned payment that the Bank has paid with an additional 13% to the Bank.

If the Vendor is offering or directing its service outside Finland, the Vendor shall ensure that its service and operations are organised as stated in this clause and in accordance with the laws and practices of the country to which the service is offered.

5. Intermediation of payments to the Vendor's account and transaction data

The Bank shall intermediate payments addressed to the Vendor to the Vendor's accounts referred to above under the terms and conditions of this agreement and Nordea's general terms on payment transmission as Siirto payments in accordance with the service description. The Vendor is liable for the correctness of the information it gives for a payment transaction, and for ensuring that the grounds and amount of the payment are undisputed and in accordance with this agreement and for providing the buyer with the invoicing details.

The Bank shall provide the Vendor with information on the payment transactions in accordance with the terms and conditions applicable to the Vendor's account to be credited or the terms and conditions of some other service agreement. The Vendor may also check the payment transaction data using the query function of the Siirto payment.

The contents of the payments intermediated by the Bank to the Vendor's account as well as their dispatch and receipt times shall be verified from the Bank's data systems or from printouts obtained from them.

6. Customer identification

The Bank shall identify Nordea's customers using the Siirto payment in accordance with the agreement concluded between the Bank and the customer. However, other customers besides Nordea's customers may also make Siirto payments, and Nordea shall not be liable to identify such customers.

If the Vendor uses the identification method offered by the Bank for the provision of some other service, the Bank is not liable for any consequential or indirect damage, such as unobtained profit, loss of information or any other damage that is difficult to anticipate and that possibly results from the availability of identification on the Bank's liability, identification or a malfunction of the service.

7. Confidentiality of information

The Bank and the Vendor will each on their part keep the information about the other contracting party or the customers of the Bank that is covered by business or bank secrecy, information about the implementation of the Service, the security solutions and the terms and conditions of this agreement as well as the information that the contracting parties receive while operating as stated in this agreement, confidential so that no information is disclosed to any third parties or that any third parties have no means to acquire the information. Notwithstanding the bank secrecy regulations, the Bank is entitled to disclose the name of the Vendor and its service in its marketing concerning the Siirto payment.

The Vendor may not use information available in the Siirto system for any other purpose than sending or receiving Siirto payments. Thus, for instance, the Vendor may not search the Siirto register for any other information on the payees, search the Siirto register for information on users that are not the Vendor's customers, use the information for marketing purposes and utilise the information accessible and available from the system for any other purposes than for the execution or authentication of a payment transaction.

8. Service fees

The Vendor is liable to pay the charges and fees in accordance with the Bank's currently valid tariff or separately otherwise agreed with the Bank. The Bank has the right to debit the charges and fees from the account designated by the Vendor. The Vendor is liable for ensuring that its account has sufficient funds for debiting the service fees.

9. Amendments to the agreement terms and revisions of prices

The Bank is entitled to amend the agreement terms and conditions of the Service and to revise the tariff.

The Bank shall inform the Vendor in writing or in an electronic format of an amendment to the agreement terms and conditions that will increase the Vendor's obligations or decrease its rights and that does not result from a legislative amendment, instructions by authorities or a change in the banks' payment intermediation system or the banking practice. The Bank notifies its customers of an amendment at least one (1) month before the proposed effective date of the amendment.

The Bank will publish any other amendments to the terms and conditions at its place of business or on its website. However, the Bank shall announce a revision of a service fee or charge by publishing it in its tariff. Such amendments and revisions become effective on the date stated by the Bank.

10. Notices sent by the Bank

The Bank may inform the Vendor of changes in the Service's content, or changes other than amendments to the agreement terms and conditions or revisions to the tariff, by changing the service description or electronically, for example, on the Bank's website or in some other permanent manner.

A written notice sent by the Bank is considered having been received by the Vendor no later than on the seventh (7th) calendar day from the sending of the notice, provided that the letter has been delivered to the address given to the Bank by the Vendor. A notice sent electronically is considered having been received by the Vendor on the date the notice was sent.

11. Contact person of the Vendor and duty to inform

The Vendor is responsible for naming to the Bank a contact person to whom the Bank can address notices about the Service, service charges, agreement terms and conditions etc. The Vendor undertakes to inform the Bank of any changes in the Vendor's service content, URL address, server, contact person, contact information etc.

12. Force majeure

Neither of the contracting parties is liable for any damage caused by force majeure or a similar event which unduly hampers its operations.

Examples of such impediments potentially relieving a contracting party from liability include

- action taken by the authorities,
- war or the threat of war, insurrection or civil unrest,
- failure in postal delivery, automatic data processing,
- data transfer, electronic communications or electricity supply beyond the contracting party's control
- interruption or delay in the operation of the contracting party caused by fire or other accident,
- industrial action such as strike, lockout, boycott or blockade, even if the contracting party were not involved in it.

Force majeure or another aforementioned circumstance authorises each contracting party to discontinue operations until further notice.

13. Limitations of liability

A contracting party is not liable under any circumstances for any consequential or indirect damage incurred by the other contracting party due to any disruptions in the provision of the Service.

The Vendor shall make any complaints or claims concerning the Service to the Bank in writing without delay and no later than within two (2) months of the date on which the error was detected.

The Vendor shall take reasonable measures to limit the loss. If the Vendor neglects to do this, it is liable for the loss in so far that it has failed to take reasonable measures to limit the loss. Damages payable to the Vendor based on actions in breach of the law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the Vendor's possible contribution to the loss, the consideration paid for the Service, the Bank's possibilities to anticipate and prevent the loss and other circumstances.

14. The Bank's right to discontinue the provision of the Service

The Bank has the right to discontinue the Service if the Vendor is declared under liquidation or bankrupt or undergoes business reorganisation, or if the Vendor suspends payments, or if the Bank has a justified reason to suspect the Vendor's solvency or to suspect that the Service is used illicitly or against the agreement terms and conditions, or if the use of the Service compromises the data security of the Bank or its customer.

15. Prohibition of assignment

The Vendor may not assign its rights and obligations under this agreement to any third party without the Bank's written consent.

The Vendor may not assign to any third party, other than own subcontractor, any security solutions related to the Service and/or the related descriptions surrendered for the Vendor's use by the Bank.

The Bank may assign the agreement to another service provider belonging to the Nordea Group so that the assignee assumes responsibility for all the obligations under the agreement. Nordea Group refers to Nordea Bank Abp, its branches and all companies owned and/or controlled directly or indirectly by Nordea Bank Abp at any given time.

16. Validity, termination and rescission of the agreement

The agreement is valid until further notice.

The parties are entitled to terminate the agreement in writing with one (1) month's notice.

A contracting party is entitled to rescind the agreement in writing effective immediately if the other contracting party has fundamentally breached the terms and conditions of this agreement or if the account linked to the Service is closed. The Bank is always entitled to rescind the agreement if the Vendor's procedure, Service or marketing is not in compliance with the law, decrees, orders issued by authorities or generally accepted practice.

Upon the termination of the agreement, the Vendor is liable to immediately discontinue the provision of the Siirto payment for its customers, to stop using the Siirto trademark and Nordea's trademark in its marketing and to remove the trademark from its marketing material and service. If the Bank rescinds the agreement due to the Vendor's breach of agreement, the Bank is entitled to inform the payers of the rescission of the Vendor's agreement. After the termination of the agreement, the Bank will not refund any payments or fees paid to it.

17. Out-of-court redress mechanisms

If a dispute related to the agreement cannot be solved in negotiations between the parties, small companies may turn to the Finnish Financial Ombudsman Bureau (FINE) (www.fine.fi), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been processed by the Consumer Disputes Board or a court of justice. The easiest way to initiate the handling of a complaint is to send an online contact form available at www.fine.fi.

18. Applicable law and place of jurisdiction

This agreement is governed by Finnish law. Any disputes arising from this agreement will be settled in the District Court of Helsinki.

By signing this agreement the Vendor assures having read the terms and conditions applicable to the Service at the time of signing and accepts them as binding.