

This Service Agreement requires that the Parties have entered into a Framework Agreement and that the Agreement remains in force during the period of validity of the Service Agreement.

1. Definitions

1.1

The terms used in the Framework Agreement shall be applied to the Service Agreement together with the list of definitions below. Terms that are used in the Service Agreement shall have the meaning set out in the Framework Agreement, unless otherwise specified below.

“the Agreement” – Framework Agreement and all appendices thereto.

“Claim” – The Customer's claim that is documented, or is to be documented, in an invoice issued by the Customer to the End Customer.

“Customer” – The company or its foreign division specified as the Customer on the front page of the Framework Agreement.

“End Customer” – The Customer's Customer that will be invoiced or that has received an invoice relating to the Claim that is administered by PayEx or that has been transferred/pledged to PayEx, or another party that can be made liable to pay said Claim.

“PayEx” – The company or its foreign division specified as PayEx on the front page of the Framework Agreement.

“Party” – Either Customer or PayEx individually.

“Parties” – Customer and PayEx collectively.

“Swedbank Pay” – The company or its foreign division, specified as Swedbank Pay on the front page of the card processing agreement and acquiring agreement.

“The Service” – The service that PayEx supplies to the Customer in accordance with the terms in this Service Agreement.

“Service Agreement” – Service Agreement Invoice Service Finland.

2. The Service

2.1

The Service is carried out in accordance with these terms and conditions, the Framework Agreement and PayEx procedures for this that are applicable at the time.

2.2

The Service covers Claims that have arisen in the Customer's regular operations and that are executed in respect of End Customers who live or have their place of business in Sweden, Norway, Denmark and/or Finland, unless otherwise agreed. PayEx reserves the right to restrict the Service to exclude Claims against End Customers that are incorporated or who have their place of business in a region/country subject to comprehensive or targeted restrictive measures under international and domestic sanctions regimes.

2.3

The Service encompasses, unless otherwise agreed, all of the Customer's Claims with the limits specified in point 2.2. Invoice Service thus includes all the Customer's invoicing with associated ledger management and Claims activities, comprising written payment reminders, debt collection claims, legal actions and debt monitoring.

2.4

The Customer is responsible for ensuring that those Claims that

are covered by the Service are not based on incorrect grounds, are not disputed or dubious, and that no undue/unjust contractual conditions have been applied or equivalent. The Customer is also responsible for ensuring that End Customers are correctly identified.

2.5

The Service is carried out in accordance with the legislation applicable at the time and in accordance with regulations and guidelines issued to PayEx by the authorities in accordance with current legislation and any regulations and instructions issued by the authorities. PayEx is entitled to waive an assignment to administer certain Claims if the assignment, in PayEx opinion, is in contravention of the law or official regulations or general guidelines. Furthermore, PayEx is also entitled to waive an assignment to administer a certain Claim if the End Customer receiving the Claim or the payer of the such Claim, in PayEx opinion, is related to, or by other means connected to, persons and entities subject to comprehensive or targeted restrictive measures under international and domestic sanctions regimes.

2.6

The Customer is responsible, in accordance with PayEx procedures and instructions in force at any given time regarding sending or receiving via file or API, communicating the billing data required for PayEx to document the Customer's Claim into an invoice issued by the Customer to the End Customer.

2.7

The Customer is responsible to ensure that the communication in accordance to 2.6 contains, for each individual Claim that is to be documented into an invoice, an instruction to PayEx with a preferred distribution method.

In the event that the Customer has not instructed PayEx in accordance with the first paragraph of 2.7, the Customer shall always be considered to have instructed PayEx to distribute according to the order of priority described in the Service Description in force at any time.

3. Information relating to the Invoice Claim

3.1

If the End Customer disputes their liability to pay or raises some other objection to the Claim, the Party that has received such communication is responsible for immediately notifying the other Party of thereof.

3.2

The Customer shall immediately notify PayEx of direct payments, credits, payment respites, amortisation plans or other agreements that the Customer enters into with the End Customer regarding the Claim.

4. Payments received from End Customer

4.1

Payment of the invoice Claim will take place into PayEx account. The provisions of paragraph 11 of the Debt Collection Act (22.4.1999/513) shall apply. This means that payments that are received for Claims will be kept separate from PayEx own funds., from where they will be reported to the Customer.

4.2

On the Customer's behalf, PayEx repays double payments

and other incorrect payments that have been received from the End Customer or another party that are intended to pay the Claim. PayEx debits the Customer a standard charge (see Price list) to cover its costs for this.

Upon written request from the Customer, PayEx can, instead of charging the Customer, charge the payer. Nevertheless, in such situations, if the party that has made the incorrect payment does not pay the charge, PayEx will debit the Customer for this.

4.3

Payment from the End Customer of the invoice Claim can take place, in addition to the payment options expressly stated on the invoice Claim, via Recurring Card Payment. Recurring Card Payment means that the End Customer is given the opportunity to pay the invoice Claim through use of debit/credit card, through recurring transactions, at pre-defined dates. The service Recurring Card Payment requires the Customer to have a separate card processing agreement with Swedbank Pay and, in addition, an acquiring agreement, which reports and pays out card transactions to the Customer's own bank account.

For Recurring Card Payment;

- a) the End Customer registers their card details in the Customer's interface and thereby gives their consent to use card as a payment method. Customer is responsible for the card registration and the card and/or End Customer communication in the Customer's interface.
- b) Customer will, for End Customers who have registered for Recurring Card Payments according to a) above, as an instruction to PayEx, share a card token through the file or API communication described in paragraph 9 of this Service Agreement.
- c) Based on the Customers explicit instruction in b) above, PayEx will initiate payment through use of recurring transactions at the pre-defined dates. If payment is successful, PayEx will mark the Claim as paid in the Customer's ledger. If payment is unsuccessful, PayEx will initiate 2 further attempts.
- d) If initiation of card payment described in c) above fails, and no payment can be confirmed, PayEx will distribute a reminder Claim according to agreed processes between the Parties.

If Customer chooses to utilize Recurring Card Payment, the card transaction service is provided by Swedbank Pay and governed solely according to the agreement between Swedbank Pay and Customer. PayEx is only responsible for initiating the card payment at pre-defined dates as instructed by Customer, receiving information from Swedbank Pay in relation to a successful or unsuccessful transaction of such initiated transaction, and mark the Claim as paid in the

Customer's ledger for successful Recurring Card Payment transactions.

5. Reminders and Debt collection claims

5.1

PayEx will send payment reminders regarding the Customer's unpaid overdue Claims. A reminder fee is charged for the payment reminder, which is defined in the Debt Collection Act (22.4.1999/513) or a similar act replacing it. The reminder fee is currently €5 for consumer claims and €12 for others.

5.2

PayEx shall send a debt collection claim in accordance with the Debt Collection Act (22.4.1999/513) for the Customer's overdue Claims if the payment has not been remitted, even though an invoice and payment reminder have been sent. Collection fees, etc., comply with the Debt Collection Act (22.4.1999/513) or a similar act replacing it.

5.3

The Customer is obligated to pay compensation to PayEx for carrying out the collection (including payment reminders). PayEx has the right to debit the End Customer collection fees – in accordance with the Debt Collection Act (22.4.1999/513) or the corresponding law replacing it – on behalf of Customer. PayEx is entitled, unless otherwise agreed in the Agreement, to a compensation from Customer corresponding to the paid fee amount (payment reminder, debt collection claim) + VAT. The compensation is offset when the payment is reported to the Customer. If the Customer chooses to credit an unpaid reminder fee or debt collection fee, the Customer will be charged the credited amount.

5.4

Upon late payment, PayEx charges late payment interest in accordance with Finnish statutory interest rate, with the addition of 7,00 %. Late payment interest is calculated from the due date. If the Customer utilizes a different interest rate and the Customer wishes to charge its End Customers this deviating interest rate, Customer must, in writing, inform PayEx of this in advance and have, prior to or in connection with the purchase, in writing, agreed with the End Customer of this. If Customer does not wish to charge the End Customer late payment interest from the due date, but instead after 30 days, calculated from when the claim originated, Customer must inform PayEx of this, in writing and in advance.

5.5

Distribution method for reminder will, unless otherwise agreed, follow the Customers preferred distribution method according to paragraph 2.7.

6. Legal action

6.1

PayEx applies for an enforceable decision from the court on undisputed cases and applies for an enforcement from the enforcement authorities on behalf of the Customer if the Claim has not been paid, even though debt collection claim has been submitted, and this is deemed to be the most appropriate measure to acquire payment for the Claim.

The Customer hereby gives PayEx a power of attorney to decide

whether the application for an order for payment and enforcement is the most appropriate measure in view of the size of the Claim, the ability of the End Customer to pay and other relevant circumstances.

Claims considered by PayEx as unsuitable for an application for enforcement or other legal action (e.g., lawsuit in court or bankruptcy request/bankruptcy application) are transferred to Monitoring (ref. to section 7 of this Service Agreement and the Price List of the Agreement).

The Customer is responsible for all costs of legal collection, unless otherwise agreed in writing between the parties. If PayEx has invoiced the Customer for the costs of legal collection, PayEx will refund the corresponding amount when the End Customer pays the legal costs, with any excess amount retained by PayEx as its compensation.

6.2

If the Customer wishes to apply for an order for payment or distraint, or take other legal action, or seek enforcement from the enforcement authorities contrary to PayEx recommendation, this may be done by special agreement between the Parties. In this case, the Customer is responsible for all costs, including PayEx fees for the work performed and any other costs associated with pursuing the Claim in accordance with the Customer's wishes. PayEx has the right, in the event of such a situation, to request that the Customer advance the cost. PayEx is entitled to waive a request by Customer, according to this section 6.2, to proceed with an order for payment or distraint, to take other legal action, or to seek enforcement from the enforcement authorities for a certain Claim if the request, in PayEx sole opinion, is in contravention of the law, official regulations or general advice.

6.3

If the Claim is disputed, PayEx may assist the Customer in pursuing the Claim in court through the use of sub contracted services, as agreed in each case. The costs of pursuing the Claim in court, including PayEx agent's fee, are paid by the Customer.

6.4

Fees and charges for legal action and enforcement from the enforcement authorities shall primarily be paid by the End Customer. PayEx advances such unpaid fees and charges to Customer and thus PayEx does not bear the cost risk, instead the Customer bears the cost risk. Where the End Customer pays such fees and charges, Customer will be entitled to receive such amounts save for any outstanding debt to PayEx (ref. to section 8 of these terms).

If the Customer suspends legal proceedings, enforcement from the enforcement authorities, and/or claims against the End Customer, the Customer will be charged for the collection fees and/or fees and charges incurred when the Claim has been implemented by the court or enforcement authority.

7. Monitoring

7.1

If PayEx deems that other collection measures would not be effective or that the cost of such measures would not result in a corresponding benefit to the Customer, the Claim will be transferred to Monitoring.

7.2

During Monitoring, PayEx reminds the End Customer of the Customer's Claim. The purpose of this is to prevent the debt from becoming statute-barred and to maintain contact with the End Customer.

In certain cases, where it is PayEx assessment is that claims measures might result in all or part of the Claim being paid, PayEx is entitled to take such various claims measures or enter into agreements with the End Customer on an instalment plan and/or on impairment of the Claim.

7.3

PayEx has a power of attorney from the Customer to decide which measures are most appropriate for the individual Claims subject to Monitoring. The power of attorney also gives the right to make payment plans with the End Customer and to write off the Claim in part or in full.

8. Prices, payment terms, etc.

8.1

Customers must pay to PayEx the prices for the Service, as set out in the Agreement. Prices are quoted excluding VAT and other similar tax or general fees, which are added when charging.

8.2

PayEx has the right to adjust the prices specified in 8.3 and 8.4 below.

8.3

The prices set out in the Framework Agreement or in a specific price list annex to the Framework Agreement may be adjusted every calendar year by the same percentage increase that applies to Finnish Labour Cost Index (K) preliminary outcome, during for one year September – September. Adjustment can take place the first time twelve (12) months after the Agreement entered into force.

If the publication of Finnish Labour Cost Index (K) should be ceased, PayEx shall instead be entitled to use the cost index that most closely corresponds to the Finnish Labour Cost Index (K) for the price adjustments referred to above.

8.4

For other price adjustments, i.e. price adjustments other than specified in 8.3 above, Customers must be informed in writing of price changes no later than three months in advance. Customers that do not accept such price change according to this paragraph 8.4 shall be entitled to terminate the Agreement, if such termination is notified in writing to PayEx at least thirty (30) days prior to when such price change enters into effect. If PayEx receives such notification of termination from Customer, the termination shall be effective on the date when the price change enters into force. A Customer who has not terminated the Agreement according to the conditions of this section 8.4 is bound by the new prices.

The Customers right to terminate the Agreement according to this paragraph 8.4 does not apply to price adjustments that result from price changes beyond PayEx control, such as changes in subcontractor prices and changes in public charges/fees.

8.5

PayEx is entitled, at each reporting occasion, to deduct the payments, fees and charges that the Customer has to pay to PayEx according to the Agreement from payments that have been received for the Customer's Claims. Payments, fees and charges that cannot be deducted are invoiced to the Customer.

9. File processing, system protection.

9.1

In order to efficiently send, receive, retrieve, log and store files or API ("The exchange of information"), the Parties shall, at their own expense, supply and maintain the necessary hardware, software and maintenance.

The Parties shall, at their own expense, carry out the necessary tests to inspect and monitor the operation of equipment, maintenance and transfers as agreed in the Agreement.

9.2

The Customer has the right to authorise the other party to handle The exchange of information in accordance with the Agreement. If the Customer authorises a third party to perform such tasks, the Customer shall be responsible for the authorised party's actions as if they had been performed by the Customer himself.

9.3

The Customer shall comply with PayEx rules and instructions valid at the time regarding The exchange of information. If a technical description has been drawn up and attached to the Agreement, this shall be followed.

9.4

A file is considered to have reached the receiving party once it is available at the indicated network address.

The receiving party shall acknowledge a file as soon as it is available in that party's information system or at an indicated network address if the sending party requests this.

PayEx will log incoming files and API relating to The exchange of information.

9.5

If the recipient discovers that the file or API has technical defects or otherwise deviates from the agreed standard, the recipient must immediately notify the sender. It is the responsibility of the sending party to correct any errors. If the correction is carried out by the receiving party and/or the receiving party assists in the correction of the files, reasonable compensation must be paid, provided that the sender has agreed in writing that the receiving party may carry out the correction.

9.6

The Parties shall take appropriate measures to ensure that files, API and systems are accessible only to the authorised persons, that they are protected against modification, damage or loss, that the spread of computer viruses or similar is prevented, and that all personal data processed are protected. Usernames and passwords are confidential information and shall be stored securely.

10. Start time and availability

10.1

PayEx undertakes to deliver the Service from the time specified in the Agreement or otherwise drawn up in writing between the parties. If the Customer fails to fulfil his commitments to initiate the Service, PayEx shall have the right to postpone the start time.

The Customer may be given access to the data in the registers and administrative systems subject to the Service Agreement through the web interface, in accordance with the terms described in Section 11 below.

11. Using the web interface

11.1

PayEx provides Customers who have entered into an Agreement with a web interface. In order to take advantage of the functionality of the web interface, the Customer must have access to a computer equipped with a browser or similar, in accordance with the requirements established by PayEx at any time. The interface provides the Customer with access to data about its own ledger, etc. The interface includes the functions offered by PayEx at any time. The Customer has access to the user interface 24 hours a day, except for possible maintenance work or technical interruptions.

11.2

The Customer appoints an administrator who can add and remove users who have access to the web interface and set permission levels for each user. The various levels of access include the functions allowed by PayEx at any time.

11.3

Access to the web interface requires the Customer to comply with the instructions and rules applicable to the specified security solution. Any suspicion that unauthorised persons have gained access to the data for the purpose of using the web interface must be immediately reported to PayEx. The use of the web interface must comply with PayEx instructions from time to time and the applicable legislation (such as the General Data Protection Regulation, Debt Collection Act).

11.4

All notices made/sent in the web interface must be objective and must not contain offensive value judgments or other information prohibited by law. PayEx shall have the right to immediately disconnect and suspend users who violate the terms of web interface usage.

11.5

The Customer shall be liable for any damages, losses or other detriment that are a direct or indirect consequence of unauthorised parties' use of the material in the web interface, or its unauthorised or improper usage.

11.6

PayEx logs transactions that take place in the system for security and investigative reasons. This also applies to users data. The Customer ensures that users who have been granted permission to carry out transactions in the system agree to such processing of personal data.

12. Volume guarantee

12.1

If the Customer has expressly agreed to a volume guarantee, the reconciliation and debit shall be carried out as described in the paragraphs below. Volume guarantee means that the Customer has guaranteed PayEx an income corresponding to the transaction fees for a certain number of invoices per year during the term of the Agreement.

12.2

Reconciliation of the volume guarantee shall take place twelve (12) months after PayEx processed the first invoice transaction. Thereafter, reconciliation will take place yearly in arrears. Each reconciliation period covers the twelve (12) months immediately preceding. During reconciliation, the guaranteed annual volume will be reconciled unless otherwise agreed.

12.3

In the event that the actual number of invoices during the relevant reconciliation period is below the volume that the Customer has guaranteed, supplementary debiting will take place so that the combined income during the reconciliation period referring to invoice transaction fees amounts to the guaranteed income.

12.4

In the event that the Customer is significantly delayed in the delivery of invoicing data to PayEx and/or commits a significant breach of contract, PayEx shall be entitled to immediately charge the guaranteed income minus the actual income for the contractual period of the Agreement.

12.5

If the Customer's Agreement with PayEx should cease prior to the completion of an ongoing twelve (12) month period, PayEx will be entitled to debit the guaranteed income less actual income for the contractual period of the Agreement.

13. Contract period

13.1

The Agreement is valid from the signature of both Parties (entry into force) and for the first contract period specified in the Framework Agreement from the date PayEx has received the first invoicing documentation. The agreement is then valid until further notice with a mutual notice period of six (6) months. Termination must be made in writing.

13.2

Notwithstanding what is stated in paragraph 13.1 of this Service Agreement, PayEx has the right to terminate the Agreement with immediate effect if:

- the transactions/payments administered by PayEx in relation to Claims in the Customer ledger are related to, or by other means connected to, persons and entities subject to comprehensive or targeted restrictive measures under international and domestic sanctions regimes.
- Customer (or an individual who owns directly or indirectly, by itself or on behalf of such an individual, or controls by itself or through intermediaries, or who is acting for or on behalf of such individual) is, or in the future becomes, listed on lists of persons and entities subject to comprehensive or targeted restrictive

measures under international and domestic sanctions regimes.

- Customer fails to comply with, any or all, customer knowledge (KYC) procedures, or other related procedures initiated by PayEx, to establish the legitimacy of a customer's identity and identify risk factors related to identity theft, money laundering, financial fraud, terrorism financing, and other financial crimes.

13.3

If PayEx intends to exercise the right to terminate the Agreement in accordance with paragraph 13.2, PayEx is obliged to, as soon as possible, notify the Customer in writing.

13.4

In case of a Party's termination according to paragraph 13.1, the Customer's outstanding Claims, which are administered by PayEx and which have not been reconciled at the time of the cessation of the Agreement, shall also subsequently be handled by PayEx on the terms and prices specified in the Agreement. In the event the Claims are to be administered by another party, a separate written agreement regarding this must be reached.

Notwithstanding the above, PayEx has the right to cease administration and terminate all cases/Claims/invoices that are in the ledger, including Claims that are under Monitoring, six (6) months after the termination of the Agreement.

14. Transfer of Claim upon exercise of call option

14.1

The Customer undertakes to offer a call option for overdue Claims first to PayEx Sverige AB 556735-5671 ("PayEx Sverige"). If the Claims are transferred to PayEx Sverige, PayEx Sverige shall assume all rights of the Customers in respect of the Claims presented against the End Customer. However, the Customer's obligations and other contractual rights vis-à-vis the End Customer shall remain unchanged. The Customer undertakes to confirm in writing that the Claims shall be transferred to PayEx Sverige at the request of PayEx Sverige and to assist PayEx Sverige in all matters related to transferred Claims. This may include, for example, signing a certificate of transfer of Claims to facilitate PayEx Sverige's ability to prove factual legitimacy.

15. Processing of personal data

15.1

The Customer is the controller of personal data processed under the Agreement ("Controller"). PayEx is the processor of personal data and process the data on behalf of the Customer within the execution of the Agreement ("Processor").

15.2

As a Processor, PayEx undertake to assure that the processing of personal data is carried out in accordance with applicable legislation. PayEx hereby commit to process personal data only in the manner specified in the Agreement and according to the written instructions of the Controller documented in the DPA established by the Parties.

15.3

It provides in particular that the Customer, as a Controller, shall always be considered to have instructed PayEx, when PayEx process personal data on behalf of the Customer as the Controller, to provide the Service as defined in the Agreement, and further that

the Customer has specifically instructed and thereby accepted that, in order to fulfil all or part of PayEx obligations under the Agreement, to use subcontractors both within and outside EU/EES, provided that adequate security measures are in place for the transfer.

15.4

PayEx complies with all applicable laws, rules and regulations. As a consequence of this, PayEx needs to know its Customers in order to ensure that the Service does not inadvertently support illegal activities. Furthermore, PayEx strives to curb fraud and other misuse of the Service. This requires PayEx to process Customer information and information about how the Customer uses the Service. The Customer, by signing the Agreement, consents to the processing of Customer data (including but not limited to personal data) in accordance with the terms for the use of the Service.

15.5

The Customer instructs PayEx that the following categories of Customer data will be processed by PayEx in order to provide the Service in accordance with the Agreement and applicable laws;

- (i) User name, name, address details, email address, phone number
- (ii) Login information, (personal, coordination or organization number, bank account number, information about bank, and all other information that have been specified to or otherwise provided to PayEx.
- (iii) In some cases, PayEx will need to obtain credit information from the Customer (In cases where PayEx deems this necessary). PayEx will, in such cases, process credit reporting information obtained from credit reporting companies.
- (iv) Information relating to accounts receivable such as the Customer's End Customers, amount, (description of what the transaction refers to, number of goods, unit price for a certain item, any discounts, payment terms and information on when the receivable was settled.
- (v) Information that, in cases other than those stated above, is necessary for PayEx to be able to fulfill its obligations under the Agreement.

15.6

The purpose of the processing of Customer information is to administer and fulfill the Agreement, for risk management and credit assessment purposes, for marketing purposes, business development and product development purposes (for example, to study how the Service is used and to assess the Customer's ability to pay), and to fulfill PayEx obligations under law.

15.7

Customer information may be disclosed to PayEx suppliers, authorities, partners and to banks and financial institutions to the extent necessary for the Service to be fulfilled according to the terms and conditions of the Agreement. Customer information may also be disclosed to external parties that offer services to prevent fraud and misuse of the Service. In connection with the Customer's registration, Customer Information may be disclosed to credit information companies in order for PayEx to be able to verify the Customer's identity.

15.8

By accepting these terms, the Customer agrees that PayEx will process Customer information (as further detailed in paragraph 15.5 above) in accordance with the terms and conditions of the Agreement and PayEx Data Processing Agreement.

16. Third-party services

By entering into the Agreement, the Customer confirms that PayEx has no responsibility for any third-party services made available through PayEx or related to the Service. The Customer agrees to not to use any third-party services in a manner that conflicts with or harms any other part and that PayEx shall not in any way be liable for such use. When the Customer use a third-party service via PayEx, the Customer shall enter a binding agreement directly with the publisher of this third-party service unless otherwise notified. Such agreement governs Customer's use and rights in this third-party service and PayEx is not a party to such agreement. The Customer is aware that the third-party service provider is solely responsible for its third-party service, its contents, any warranties, and any claims that the Customer or any other party may have relating to that third-party service.