

## The Terms and Conditions of the Payment Services Agreement comprise:

- the Bank's General Terms and Conditions and Company Account Terms and Conditions,
- the terms and conditions contained below and in the appendices to this agreement,
- the terms and conditions contained in the separate terms and conditions applicable to the service in question and contained in this agreement,
- instructions and user manuals for services provided by the Bank and/or Bankgirocentralen BGC AB (Bankgirot) agreed upon with the Customer from time to time. Instructions and user manuals are available on the Bank's and Bankgirot's respective websites.

### 1. Scope of the agreement

The Customer and the Bank agree on the Payment Services including additional services (referred to below as "service"/ "services") that are set forth in the signed agreement.

### 2. Reservation

All specifications, programs and suchlike that are used or developed by the Bank or Bankgirot in connection with this agreement are the property of the Bank or Bankgirot.

### 3. Mode of supply and contact persons

The Bank defines the modes of supply and media approved for a service. In this agreement, the Customer shall state the mode of supply for each service. For those services where it is required, the Customer shall provide the names of contact persons in the agreement.

### 4. Test

For certain services, before the Customer may use the service, the Customer must perform a test approved by the Bank/Bankgirot, in accordance with instructions and user manuals.

### 5. Authorisation and protection against modification

In conjunction with file transfers via the Bank and in conjunction with the use of Bankgirot's Online Services via the Bank's Internet banking service, reference should be made to the agreements and mandates entered into between the Customer and the Bank concerning the Internet banking service.

Special mandates shall be established at the Bank if the Customer has direct file communication with Bankgirot via BgCom or Bankgiro Link.

Special mandates shall be established at the Bank if the Customer has direct access to Bankgirot's Online Services.

If the Customer has direct file communication with Bankgirot, files with Payment Order[s] shall be provided with protection against modification, which makes it possible for Bankgirot to check that the material delivered comes from the correct sender and has remained unmodified during transportation. Bankgirot compares the seal or, alternatively, the combination of certificate and signature with the authorisation and mandate details to which Bankgirot has access. Where there is insufficient agreement, Bankgirot contacts the Customer's contact person and the continued processing of the order takes place in accordance with the contents of the instructions and user manuals for the service in question. See also section 7 "Service companies".

### 6. Management of passwords, etc.

The passwords that are used by the Customer shall be kept confidential. At suitable intervals and after agreement with the Bank, passwords to the seal program shall be changed.

The Customer is liable for damage that has arisen due to unauthorised use of the service due to negligent or criminal conduct by the Customer or the Customer's employees or agents, or a delivery firm or service company engaged by the Customer.

It is the Customer's responsibility to store seal keys, private keys, passwords, programs and other security mechanisms in a secure manner. The Bank and Bankgirot do not accept any responsibility for damage that is incurred due to unauthorised or incorrect use of seal keys, private keys, passwords, programs or other security mechanisms. See also section 7 "Service companies".

### 7. Service companies

A Service company is defined as a company that performs measures in accordance herewith on behalf of the Customer.

If the Customer has file communication with Bankgirot, either directly or via the Bank, the Customer is entitled to engage service companies to perform any measures relating to the agreed services that are incumbent upon the Customer pursuant to this agreement. The Customer shall ensure that the necessary agreements/mandates for this purpose are drawn up between the Customer and the service company. Where applicable, the mandates shall be submitted to the Bank.

In those cases where the Customer's service company is to have access to Bankgirot's Online Services, either directly or through the Bank, the Customer shall ensure that the necessary agreements/mandates for this purpose are drawn up between the Customer and the service company. Where applicable, the mandates shall be submitted to the Bank.

### 8. Information to the Bank/Bankgirot concerning Payment Accounts for the use of a Payment Service

In order to enable a Payment Order to be executed in the agreed manner, the Customer shall on each occasion provide the Bank or Bankgirot with the information set forth in the General Terms and Conditions, "Information from the Customer in order to enable a Payment Transaction to be executed", and the instructions and user manuals provided.

The Customer consents to the storage of the information provided in a register at the Bank or Bankgirot and the Customer agrees that these registers are the property of the Bank or Bankgirot.

The Bank or Bankgirot may provide information regarding the Customer's name, address, registration number and bank giro number for distribution in various ways within and outside the country. It may be agreed with the Bank that the bank giro number may not be displayed in the Internet banking service when performing a search by name or that the bank giro may only be displayed for the account holding bank.

### 9. Approval for the execution of a Payment Transaction

Approval to execute a Payment Transaction is provided by means of the Customer delivering a Payment Order to the Bank or Bankgirot, in the manner and scope as stated in instructions and user manuals. If the Payment Order contains errors and/or deficiencies (see below), it is not deemed to constitute approval.

#### Errors and deficiencies

If the Customer fails to deliver a Payment Order in the prescribed form and according to the agreed timetable, or if the Payment Order is damaged, incorrect, incomplete, contradictory or is otherwise incompatible with this agreement, the Bank/Bankgirot may postpone or cancel the processing of the Payment Order to the extent necessary. The Customer will be notified of errors and deficiencies in the manner stated in the instructions and user manuals provided for the service in question. Thereafter, the Payment Order will be processed in the manner stated in the instructions and user manuals provided for the service in question. The Customer undertakes to pay any additional costs, where applicable, that the error and deficiencies may have caused to the Bank/Bankgirot.

#### Change/cancellation

Approval to execute a Payment Transaction according to this agreement may be revoked/cancelled by the Customer no later than the time at which the Bank is deemed to have received the Payment Order, see section 10 below. Prior to the above-stated time for revocation, the Customer may also change the Payment Date for the execution of Payment Transactions.

The information required for a revocation/cancellation and change shall be provided by the Customer in the manner stated in the instructions and user manuals provided for the Payment Service in question.

### 10. Receipt by the Bank of Payment Orders

Receipt by the Bank takes place in accordance with the General Terms and Conditions, "Time rules for payments".

In those cases where time rules are stated in the manuals on Bankgirot's website other than those set forth in the appendix referred to, the appendix shall apply. See the terms and conditions under the heading "Amendments in terms and conditions" below as regards changes in time rules.

### 11. Processing and verification of sufficient funds

The Bank or Bankgirot will download, verify and reconcile the Customer's approved Payment Order. Upon receipt by the Bank of the Payment Order, a check is usually performed to ensure that there are sufficient funds in the Customer's account. If the verification reveals that there are insufficient funds available, the Bank shall be entitled not to execute the Payment Order. This rejection will be reported to the Customer in accordance with the instructions and user manuals provided. If sufficient funds are available and if there are no other impediments, the Payment Order will be executed in accordance with the instructions and user manuals provided for the service in question and the Payment Transaction will be conveyed to the beneficiary's Bank and, where applicable, a report will be made back to the Customer in accordance with the instructions and user manuals provided.

### 12. Withdrawal to correct incorrect crediting

If an amount is incorrectly credited to the Customer's account connected to the bank giro number, e.g. in cases where the amount according to the Payment Order should have been duly transferred to another bank account, Plus Giro account or bank giro number, the Bank shall be entitled, within seven days of the Bank becoming aware of the error, to make a withdrawal from the Customer's account of an amount equal to the amount incorrectly credited to the Customer's account plus any interest which has been credited to the Customer, or which the Customer has not needed to pay, due to the error. Under the same conditions, in cases where the amount credited in error was too high, the Bank shall be entitled to withdraw the excess amount from the Customer's account plus any interest calculated according to the above. The Bank will inform the Customer about the withdrawal retrospectively.

### 13. Prices and invoicing period

The prices for the Bank's services pursuant to this agreement will be charged based on the principles applied by the Bank from time to time for the service in question. The Bank shall be entitled to change the prices without terminating this agreement. Information on the prices and invoicing period applicable from time to time will be provided by the Bank on request.

Unless agreed otherwise with the Bank, the Customer consents to the price for the Bank's services pursuant to this agreement being charged to the account connected from time to time to the Customer's bank giro number or another of the Customer's accounts at the Bank. Fees that have been paid shall not be reimbursed.

The Bank reserves the right to adjust the fees retrospectively to compensate any additional or raised taxes or other duties.

### 14. Liability for payment in the case of incorrectly executed or unauthorised Payment Transactions

See the General Terms and Conditions "Unauthorised Payment Transaction" and "Liability for evacuated Payment Transactions".

### 15. Product development

The Bank and/or Bankgirot shall be entitled during the term of the agreement to alter the services.

### 16. Amendments to the terms and conditions

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

The Bank will notify the Customer of any amendments to the time rules (see section 10) no later than one month before the changes are entered into force.

### 17. Suspension of the provisions of services

The Bank shall be entitled to suspend the provision of services covered by this agreement if there is a need for maintenance, updating or service.

### 18. Term and termination of the agreement and termination of services

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

Each of the parties shall be entitled to terminate the agreement with immediate effect if the other party is in breach of this agreement and fails to remedy the breach upon written notice thereof.

Furthermore, where the Bank deems it appropriate, the Bank shall be entitled to discontinue services according to this agreement, if the Customer has not made use of them during a period of one year.

If the Bank or the Customer terminates the account agreement relating to the account connected to the Customer's bank giro number, the Bank shall be entitled to terminate this agreement with immediate effect and shall also be entitled immediately to terminate the bank giro number connected to the account agreement and associated services.

Furthermore, the Bank shall be entitled to terminate this agreement with immediate effect

- 1) if the bank giro number is used in activities that the Bank considers to be unsuitable or
- 2) if the Customer, through misuse of services pursuant to this agreement, is likely to cause damage to the Bank or Bankgirot,
- 3) if the Swedish Fundraising Control, on 90-accounts, gives notice to the Bank that the bank giro number shall be terminated.

The Bank shall also be entitled to terminate this agreement with immediate effect if Bankgirot has declared to the Bank that it no longer provides Bankgiro products.

Notice of termination must be given in writing.

#### 19. Applicable law and courts

See the General Terms and Conditions.

#### 20. Limitation of liability

The Customer is liable for all damage incurred due to negligent or criminal conduct - relating to orders, forms, envelopes or equivalent information via a file transfer - by the Customer or the Customer's employees or agents, or a delivery firm or service company engaged by the Customer.

The Bank/Bankgirot is not liable for any error, loss or corruption in a communication link or error, loss or corruption caused during transportation outside the Bank/Bankgirot.

#### 21. Limit of the Bank's/Bankgirot's liability, Notices, the Bank's processing of personal data, etc.

See the General Terms and Conditions.

#### Separate terms and conditions governing the services

In addition to the provisions of the terms and conditions above, the Bank and the Customer agree on the following separate terms and conditions governing the services specified below.

#### Bank giro number

A bank giro number is an address linked to the Customer's designated account in a bank. Payment Services may be linked to the bank giro number. The Customer may retain his or her bank giro

number when changing banks. Concerning 90-accounts (bank giro number in the range 900-000 to 909-999), see additional information below.

#### 90-accounts

90-accounts (bank giro numbers in the range 900-000 to 909-999) can be granted fundraising organizations who abide by the Swedish Fundraising Control's standards. The standards can be found on their website [www.insamlingskontroll.se/en](http://www.insamlingskontroll.se/en).

#### Supplier Payments (Leverantörsbetalningar LB)

Supplier Payments is an electronic Payment Service that may be used to pay invoices, salaries and taxes, etc. in Sweden.

In addition to the instructions and information provided by the Bank, manuals relating to the "Leverantörsbetalningar" (Supplier Payments) service are available on Bankgirot's website.

#### Foreign LB (Utlands-LB)

Foreign LB is an electronic Payment Service that may be used to pay invoices abroad.

#### Bank Giro Salaries (Bankgirolön)

Bank Giro Salaries is an electronic Payment Service that may be used to pay salaries in Swedish kronor to bank accounts in Sweden.

In addition to the instructions and information provided by the Bank, manuals relating to the "Löner" (Salaries) service are available on Bankgirot's website.

#### Bank Giro Receivables (Bankgiro Inbetalningar)

Bank Giro Receivables is an electronic payment service that presents all payments made to the Customer's bank giro number irrespective of whether the Payer paid electronically or manually.

In addition to the instructions and information provided by the Bank, manuals relating to the "Bankgiro Inbetalningar" (Bank Giro Receivables) service are available on Bankgirot's website.

#### BG140 Payment Advice (Insättningsuppgift BG 140)

BG140 Payment Advice is a service that provides information on paper regarding deposits to the Customer's bank giro number, and which is sent by post to the Customer.

*The service is not available for new Customers after 2018-03-01. By this date, the Customer is only entitled to payment statements electronically. If the Customer requires statements on paper, the Customer can print out such statements from the internet bank.*

#### Autogiro

Autogiro (Direct Debit) is an electronic system for automatically transferring Payment Transactions to the Beneficiary on the due date. It is also possible for the Beneficiary to transfer money to the Payer via Autogiro. Autogiro is conditional on the Payer granting its consent for money to be transferred automatically from the Payer to the Beneficiary.

In addition to the instructions and information provided by the Bank, manuals relating to Autogiro are available on Bankgirot's website.

The Customer is only entitled to payment statements electronically. If the Customer requires statements on paper, the Customer can print out such statements from Autogiro Online.

A Payment Transaction that is initiated by the Customer via Autogiro may be revoked by the Payer via his or her bank, provided that the revocation is no later than the Bank Day before the due date. The Payer may also revoke a Payment Transaction by contacting the Customer, provided that the revocation is no later than two Bank Days before the due date. The above applies to individual Payment Transactions and not to the consent in its entirety. When the Payer has revoked its consent, all future Payment Transactions initiated by the Customer will be stopped. The Payer will be entitled to remove his or her consent by contacting his or her bank or by contacting the Customer.

The Bank shall be entitled to debit the Customer's account if the Payer is entitled to repayment of an unauthorised Payment Transaction according to the Payment Services Act.

The Bank shall be entitled to debit the Customer's account if the Payer is entitled to repayment of an authorised Payment Transaction according to the Payment Services Act.

In the case of any repayments, the Bank will compensate the Payer's bank and, in connection with this, inform the Payer's bank about the Bank at which the Customer has his or her Autogiro agreement.

#### Handling of mandates

It is the Customer's responsibility to ensure that only authorised persons have access to information on personal ID numbers and account numbers in the mandates.

It is the Customer's responsibility to keep the mandates in safe custody according to the Swedish Accounting Act (the entire period of the mandates validity + 10 years thereafter), and to ensure they can be presented on request. In those cases where the mandates are signed via a bank's Internet banking service, that bank will have the corresponding responsibility.

#### Mandate over the Internet

It is the Customer's responsibility to keep links updated to "Mandate over the Internet" and to ensure that they are deleted when the service is terminated.

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## INFORMATION TO THE CUSTOMER

### **The Bank's processing of personal data**

When you deal with us in the capacity of being an individual, e.g. employee, director, beneficial owner and other individual associated to our business or corporate customers we register and use data about you (personal data) to offer you and our customer the best advice and solutions, and to comply with the legal requirements that apply to us as a financial institution. You can read

more about when you act as an individual what data we register, how we use it and your rights in our privacy notice at [www.danskebank.se](http://www.danskebank.se), which can also be provided in hard-copy for you.

When you as our customer, or anyone on behalf of you, provides us with personal data, you warrant that you are entitled to disclose such personal data. You also ensure that the person has been informed where to find our privacy notice.