

TERMS AND CONDITIONS –

COLLECTION SERVICE – SEPA DIRECT DEBIT
(henceforth referred to as SEPA Direct Debit)

for Non-Consumers

The terms and conditions for SEPA Direct Debit comprise the Bank's General Terms and Conditions, Company Account Terms and Conditions, the terms and conditions for Foreign Currency Accounts and the Terms and Conditions below. The EPC's regulations manual, which can be found at www.europeanpaymentscouncil.eu, applies in addition to these terms and conditions.

These terms and conditions apply to the Customer and the Bank for all Payment Transactions in euro's through the Bank using the SEPA Direct Debit service. The terms and conditions apply to collection of payments that the Customer wishes to have paid into a Danske Bank account in Sweden. The Customer create Payment Orders by submitting files to the Bank or by entering Payment Data in Business Online. Special regulations apply to collection of payments to be received in countries outside Sweden.

If the Customer wishes to collect payments through SEPA Direct Debit in a Danske Bank account in a country outside Sweden, the Customer must enter into a new Business Online agreement.

These terms and conditions apply regardless of whether the Customer is registered as a Creditor/Beneficiary for SEPA Core Direct Debit (SDD Core) or SEPA Business to Business Direct Debit (SDD B2B). Any deviations are stated below.

SEPA Direct Debit can only be used by Customers who are Non-Consumers. To get SEPA Direct Debit the Customer must have:

- A euro account
- A Business Online agreement
- A SEPA Creditor ID
- A 'settlement line'

In conjunction with the Bank's current credit rating of the Customer's total commitment the Bank will continuously assess whether the Customer is to continue to be provided with the Payment Service SEPA Direct Debit.

1 Definitions

Where the following definitions have a wording other than that in the Bank's General Terms and Conditions, the following definition will apply.

Rejections

If a Payment Order is rejected by the Debtor/Payer this will mean that the Payment Order will be returned because the Payment cannot be carried out.

Bank Day

Bank Days are all days except Saturdays, Sundays and public holidays, Christmas Eve, New Year's Eve, Swedish National Day and Midsummer's Eve.

Payment Date

The date the Customer stipulates as the Payment Date in the Payment Order. The Payment Date must be a SEPA Payment Date.

Payment Data

Payment Data is the information with which the Customer provides the Bank and which forms the basis of the Payment Order.

It is the Customer's responsibility that the Bank be provided with correct Payment Data. When SEPA Direct Debit is used it is furthermore the Customer's responsibility that a valid Mandate has been given. The Customer shall compensate the Bank for all costs, expenditure and other losses the Bank may suffer as a result of incorrect Payment Data. A specification of Payment Data submitted by file is available in format guidelines at www.danskebank.com.

Mandate

An agreement between the Customer and an Debtor/Payer stating that the Customer through SEPA Direct Debit has the right to commission the Bank to debit the Debtor/Payer's account in order to credit the Customer's account. The Mandate can vary in terms of its formulation and designations, but the content of the basic commission must always follow the guidelines issued by the EPC (European Payments Council).

Payment Order

A Payment Order is a request created by the Customer in SEPA Direct Debit in accordance with a Mandate to have an amount transferred from the Debtor/Payer's account. A Payment Order must be in accordance with the format descriptions to be found at www.danskebank.com/edi. The Bank does not closely check the content of the Payment Order.

Business Online

Business Online is the Bank's Internet-based Electronic Banking System for business customers, giving the Customer access to account information and the option of carrying out Payments and other services provided by the Bank.

The EPC

The EPC was established in June 2002 to support and promote the creation of a Single Euro Payments Area (SEPA). Information on the EPC's work and mandates can be found at www.europeanpaymentscouncil.eu.

Incorrect Payment Transactions

For both SDD Core and SDD B2B, a Payment Transaction is deemed to be incorrect if, for example, it contains incorrect Payment Data, resulting in the content being other than was intended, or if the same Payment Data is used more than once, or if other similar errors occur.

Authorised Payment Transactions

A Collection is authorised when the Customer can show that a valid Mandate agreement has been entered into with the Debtor/Payer.

Unauthorised Payment Transactions

A Payment Transaction is unauthorised if the Customer cannot produce a valid Mandate (see 2.2 for information on Mandate and 5 for information on Unauthorised Payment Transactions).

SEPA

SEPA (Single Euro Payments Area) is a geographical area in Europe for euro payments. SEPA currently comprises EU and EEA countries.

SEPA Payment Dates

SEPA Payment Dates are dates set by the European Central Bank on which Payment Transactions can be carried out. SEPA Payment Dates can be national public holidays or other non-Bank Days in Sweden (excluding Saturdays and Sundays).

SEPA Creditor ID

A SEPA Creditor ID, which is the Creditor/Beneficiary's identification reference, is issued by banks taking part in SEPA Direct Debit. The Customer needs a SEPA Creditor ID in order to send a Payment Order. The Bank issues SEPA Creditor IDs in accordance with the regulations applying to Sweden. Please contact the Bank for further information.

SEPA Direct Debit

SEPA Direct Debit is a Payment Service that can be used within the SEPA area, whereby the Customer can request euro Payment Transactions from the bank accounts for which the Debtor/Payer has consented to Payment Transactions. Payment Transactions are carried out in accordance with an agreement between the Customer as Creditor/Beneficiary and the Debtor/Payer.

Refund

Refund of a Payment Transaction means that the amount paid into the Customer's account is transferred back from the account. The Debtor/Payer or the Debtor/Payer's bank can request Refund of a Payment Transaction (see 5).

Cancellation

The Customer can cancel a Payment Order issued to the Bank, provided that the Bank receives the Customer's Cancellation within the set time limits (see General Terms and Conditions, 'Time Rules for Payments').

2 Connection to Collection Service – SEPA Direct Debit

SEPA Direct Debit is used to collect euro payments from Debtor/Payers connected to the service using their own bank.

Some banks require Debtor/Payers to enter into a special agreement with their bank that provides for the option of paying by SEPA Direct Debit. Implementation of Payment Transactions requires Debtor/Payers to be registered for SEPA Direct Debit and for the product type (SDD Core or SDD B2B) used to send the Payment Order.

The Mandate agreed between the Customer and the Debtor/Payer must state which of the Debtor/Payer's accounts the Debtor/Payer wants to use for payment. If the account stipulated by the Debtor/Payer is not registered for SEPA Direct Debit the Customer's Payment Order will be rejected (see 4).

It is the Customer's responsibility to ensure that the only Payment Orders issued are ones covered by the product type within

SEPA Direct Debit for which the Customer is registered. Customers can thus only issue Payment Orders for both SDD CORE and SDD B2B if they are registered for both product types.

If the Bank receives Payment Orders regarding a product type for which the Customer is not registered, the Bank will reject these Payment Orders.

2.1 Access

When the Customer has entered into a Business Online agreement on use of Collection Service – SEPA Direct Debit, the Bank can receive and forward the Customer's Payment Orders.

Contact the Bank to enter into a Business Online agreement regarding the Collection Service – SEPA Direct Debit.

2.2 Mandate

A Mandate set up between the Customer and the Debtor/Payer means that the Debtor/Payer consents to the Bank transferring funds to the Customer's account.

As a minimum requirement, the Mandate must include the Payment Data and information stipulated in the EPC guidelines. The Mandate is the Customer's documentation that the Debtor/Payer consents to transfer of funds from his account to the Customer.

It is the Customer's responsibility to be able at any time to present a valid Mandate as a basis for the Payment Orders the Customer issues to the Debtor/Payer through the Bank. The Bank always presupposes that a valid Mandate exists. It is thus the Customer's responsibility to check the Payment Orders issued.

It is also the Customer's responsibility to ensure that the Customer only issues Payment Orders that are authorised pursuant to the Mandate provided by the Customer together with the Debtor/Payer.

2.3 Pre-Notifications to Debtor/Payer

The Customer must notify the Debtor/Payer (e.g. by means of an invoice) before each payment collection. Unless agreed otherwise between the Customer and the Debtor/Payer this must take place at least 14 calendar days before each collection.

If the Customer fails to notify the Debtor/Payer before issuing the Payment Order this will be deemed to be a breach of the agreement, since the notification is a prerequisite for issue of Payment Orders through SEPA Direct Debit. If the Debtor/Payer requests Refund of a Payment Transaction and indicates that the due therefore is that he has not received any notification from the Customer, the Bank will then ask the Customer for documentation confirming that the Debtor/Payer has been correctly notified.

2.4 Delivery of Payment Orders

The Bank needs to receive Payment Orders with Payment Data from the Customer in accordance with the time limits stipulated in the General Terms and Conditions under 'Time Rules for Payments'. If the Bank does not receive a Payment Order from the Customer in good time the Bank will reject the Payment Order.

Please note that different time limits apply to the product types SDD B2B and SDD Core. Time limits can also vary depending on whether they apply to a single Payment Order or recurrent Payment Orders.

The Customer guarantees that Payment Orders issued are correct, and the Customer must cover all losses the Bank may suffer in the event of unauthorised use of SEPA Direct Debit.

The Customer is also responsible for issuing Payment Orders to the Bank in the format stipulated by the Bank for Payment Orders through SEPA Direct Debit.

2.5 Issue of SEPA Creditor IDs

In order to be able to issue Payment Orders through SEPA Direct Debit the Customer must have a SEPA Creditor ID. Creditor IDs can be issued in Sweden or by another bank in the SEPA area.

In Sweden, SEPA Creditor IDs are issued in accordance with the agreement entered into by Swedish banks. Please contact the Bank to receive a SEPA Creditor ID.

The Customer can choose to receive a Swedish SEPA Creditor ID even if he already has a SEPA Creditor ID. This applies regardless of whether the Customer's existing SEPA Creditor ID was issued in Sweden or by another bank in the SEPA area.

3 Receiving a Payment

The Bank receives the Customer's Payment Order with Payment Data on the basis of the Mandate agreed by the Customer together with the Debtor/Payer, and forwards the Payment Order to the Debtor/Payer's bank. When the Bank receives the Payment Order it does not check whether the content is in accordance with the Customer's Mandate agreed together with the Debtor/Payer.

It is the Customer's responsibility to ensure that any Payment Data the Customer issues to the Bank is always correct and has been approved by the Debtor/Payer. The Customer must at any time be able to present a valid Mandate containing the specific Payment Data from the Debtor/Payer.

When the Payment Transaction has been carried out it is shown on the Customer's statement of account. Please note, however, that the Payment Transaction may have been rejected (see 4) or refunded (see 5) after presentation of the Payment Transaction to the Customer.

4. Rejection of a Payment Order

4.1 Rejection of a Payment Order by the Debtor/Payer

The Debtor/Payer can reject a Payment Order - without giving any reasons - until the Payment Transaction has been carried out. The Customer will be informed of the rejection through Business Online or a file.

4.2 Rejection of a Payment Order by the Debtor/Payer's bank

The Debtor/Payer's bank can reject a Payment Order until the Payment Transaction has been carried out. The Customer will be informed of the rejection through Business Online or a file.

4.3 Rejection of a Payment Order by the Debtor/Payer's bank after the Payment Transaction has been carried out

SDD CORE

In the case of SDD CORE Payment Transactions the Debtor/Payer's bank can also reject a Payment Order up to five SEPA Payment Dates after the transaction day.

SDD B2B

In the case of SDD B2B Payment Transactions the Debtor/Payer's bank can reject a Payment Order up to two SEPA Payment Dates after the transaction day.

There can be various reasons for Rejection of a Payment Order, e.g. lack of sufficient funds in the Debtor/Payer's account or a blocked account.

If the Debtor/Payer's bank has given a reason for the Rejection this will be stated in Business Online or in the status files received.

The Bank has the right to charge the Customer for handling of a Rejection (see General Terms and Conditions, 'Prislista Företag').

5 Refund of Payments

5.1 Request for Refund on the part of the Debtor/Payer

The Debtor/Payer can request Refund of Payment Transactions already carried out. This applies to both authorised and unauthorised Payment Transactions.

In such cases the Customer's account will be debited with the original transaction amount on the original Payment Date.

Authorised Payment Transactions

SDD CORE

Within eight weeks of the Payment Date the Debtor/Payer can request his bank to Repay an authorised Payment Transactions.

After eight weeks from the Payment Date authorised Payment Transactions cannot be refunded.

If the Bank receives a request for Refund of an authorised Payment Transaction within eight weeks of the Payment Date, the amount will be withdrawn from the Customer's account and returned to the Debtor/Payer. The Payment Transaction will be shown on the Customer's statement of account. The Bank has the right to charge the Customer for handling of the Refund (see General Terms and Conditions, 'Prislista Företag').

SDD B2B

Authorised Payment Transactions through SDD B2B cannot be refunded.

Unauthorised or incorrect Payment Transactions

SDD CORE

If the Debtor/Payer deems a Payment Transaction to be unauthorised or incorrect he can - through his own bank - request

Refund of an SDD Core Payment Transaction up to 13 months after the payment date.

SDD B2B

If the Debtor/Payer deems a Payment Transaction to be unauthorised or incorrect he can request Refund of an SDD B2B Payment Transaction up to 13 months after the payment date, depending on his agreement with his bank.

5.2 The Customer's responsibility in conjunction with Refund of a Payment Transaction

When the Bank receives a request from the Debtor/Payer regarding Refund of an unauthorised or incorrect Payment Transaction, the Bank will ask the Customer to present a valid Mandate within seven Bank days. If the Customer cannot do so, the Bank will debit the amount from the Customer's account.

It is the Customer's responsibility to ensure that a valid Mandate always exists. If the Customer cannot present a valid Mandate this may be deemed to be a breach of the agreement (see 7.1).

When the Bank receives a request for Refund of an unauthorised Payment Transaction under the regulations governing SDD B2B, the Bank has the right to debit the amount directly from the Customer's account. The Bank will decide whether the request for Refund is justified on the basis of a specific and individual assessment.

If the Debtor/Payer's request proves to be justified, the Bank reserves the right to request from the Customer any charges in conjunction with processing of the request, Refund of the Payment, forwarding of documents etc. (see General Terms and Conditions Transaction, 'Prislista Företag').

6 Termination of Agreement

6.1 Termination on the Part of the Customer

The Customer can at any time whatsoever terminate the agreement regarding Collection Service - SEPA Direct Debit in writing. If the Customer terminates the agreement the Bank will remove all future Payment Orders not yet forwarded to the Debtor/Payer's bank. Payment Orders that the Customer has asked the Bank to carry out with respect to a future period of up to 20 calendar days and that have been forwarded to the Debtor/Payer's bank will remain active.

The termination comes into force as soon as possible after the Bank has received it. Please note, therefore, that the Bank will return Payment Transactions to the Debtor/Payer in question if the Customer no longer has Payment Accounts with the Bank.

6.2 Termination on the Part of the Bank

The Bank can terminate the Customer's agreement regarding Collection Service - SEPA Direct Debit in writing with at least one month's notice. If, however, the Customer commits a significant violation of the agreement the Bank can immediately terminate the agreement without giving any notice (see 7.1 Breach of Agreement).

7 Reasons for Termination

Regardless of the agreed period of notice, the right to use Collection Service - SEPA Direct Debit ceases with immediate effect if the Customer no longer meets the preconditions, which are as follows:

- A euro account at Danske Bank in Sweden, registered for Business Online
- A Business Online agreement
- A SEPA Creditor ID
- A "settlement line"
- Use of SEPA Direct Debit for commercial purposes

In this event, all incoming Payment Transactions will be refunded to the Debtor/Payer's bank.

7.1 Breach of Agreement

In addition to the above preconditions for use of SEPA Direct Debit, the Bank can terminate the agreement without issuing any prior notification if the Customer breaches the agreement or these Terms and Conditions. The Customer commits a breach of agreement if he issues unauthorised Payment Orders, fails to notify the Debtor/Payer, uses an invalid SEPA Creditor ID, is the subject of bankruptcy or any other insolvency procedure, commences composition proceedings or is the subject of distraint or sequestration.

8 Prices

See General Terms and Conditions, 'Prislista Företag'.

9 Amended Terms and Conditions

See General Terms and Conditions.

10 Applicable Law and Court

See General Terms and Conditions.

11 Limitation of the Bank's Responsibility, Notifications etc.

See General Terms and Conditions.

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, 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.