SWISH UTBETALNINGAR

Danske Bank

The terms and conditions regarding Swish Utbetalningar are made up of the Bank's General Terms and Conditions and the terms and conditions as below.

1. Definitions

Agreement	The agreement on Swish Utbetalningar signed by the Customer and Danske Bank A/S, Denmark, Sweden branch
The Bank	Danske Bank A/S, Denmark, Sweden Branch
General Terms	Refers to the general terms & conditions applicable to the Bank at any time
GetSwish AB	GetSwish AB 556913-7382 which is the company that provides the infrastructure for the execution of the Swish Utbetalningar service
Confidential information	Refers to all information, both verbal and written, exchanged between the Bank and the Customer under the Agreement
Customer	A natural or legal entity which has concluded a contract with the Bank
Certificate	Certificate for connection to Swish Utbetalningar issued by the Customer. Alternative via GetSwish approved technical provider where the certificate is issued by GetSwish
The Customer's account	The Customer's account with the Bank, used to send payments via Swish Utbetalningar
(The) Party	Contracting parties under the Agreement
Private Customer	Payee in a payment via Swish Utbetalningar
Swish	A Swedish mobile payment system
Swish number	The Customer's unique Swish number, linked to the account with the bank through which payments are made via Swish Utbetalningar
Swish Manuals	Refers to relevant user manuals, technical specifications, instructions, directions and similar documents for Swish, available at www.swish.nu. Swish Manuals form an integral part of this Agreement
Swish API	Refers to the interface (Application Programming Interface) service is provided
Swish Security Solution	The security solution described below in clause 4.2 that is required for Customer to join the Swish Utbetalningar. This can be done either via Customer Certificate or via a Technical Supplier
Swish Utbetalningar	The service for making payments via Swish described further in paragraph 2 below
Technical Supplier	A partner who handles the technical setup. Must be approved by GetSwish

2. Description of services

Through Swish Utbetalningar the Customer can make 'payouts' in real time 24/7 to Private Customers linked to the Swish service ("Swish Private"). Payments are issued in SEK from the Customer's account with the bank linked to the Customer's Swish number. Minimum amout 0.01 and maximum 150,000. The Customer has the option of setting an individual transaction limit in District.

In conjunction with the Customer initiating a Payout to a Private Customer via Swish, the Customer must include the Private Customer's ID number, to check that the mobile number the Private Customer has given corresponds to the Private Customer's mobile number registered at GetSwish, so as to verify that the payment is going to the right person. If the Private Customer has entered the wrong mobile number or has changed it, i.e. if the information does not tally, GetSwish will respond by rejecting the payment. Otherwise, the payment will go through, and the Private Customer will immediately receive confirmation via the Swish app.

The Customer has the option of asking a control question regarding the status of the payout sent. Payment control facilitates checking of a payment if, for example, there is a technical failure during processing and confirmation does not reach the Private Customer as expected. The Customer may not use scripts (programs that perform tasks in other programs) to check the status.

It is not possible for a Private Customer to make a payment to the Customer's Swish number.

Payment using Swish Utbetalningar can also be sent if the Private is outside Sweden, but payment must be in SEK (Swedish kronor).

Payment transactions use mobile data traffic.

The Customer's business name and any brand name are made known to the Private Customer in payments using Swish Utbetalningar.

The Bank is solely responsible for the fact that the payment orders made by the Bank on behalf of the Customer via Swish which are executed by the Customer reach the Private Customer in accordance with the terms and conditions set forth herein. The

underlying business transaction for which payment is made through Swish payments is a mere relationship between the customer and the Private Customer and nothing for which the Bank has any responsibility. This means, for example, but not exclusively, that Customer or Private Customer never has the right to claim against the Bank for any dispute concerning the underlying business transaction between the Customer and the Private Customer which entitles them to, for example, a price reduction.

A more detailed description of the Swish Utbetalningar service is to be found in Swish Manuals.

3. Prerequisites for use of Swish Utbetalningar
In order to enter into this Agreement the following must apply:
- The Customer must have an internet-banking agreement with the Bank through which the Bank provides Swish Utbetalningar. Connection, changes, closure and any user administration concerning Swish Utbetalningar can only be handled through internet-banking or the Bank.
- The Customer must have an account with the Bank for which the Bank permits connection to Swish Utbetalningar.

4. Technical requirements

4.1 General information
To connect to Swish Utbetalningar the Customer must integrate with Swish API and its associated Swish Security Solution, as stated in the Swish Manuals.

I all use of Swish Utbetalningar the Customer must meet the technical and security requirements as stated in the Swish manuals valid at any given time.

The Customer has the right to hire a partner or "Technical Supplier" for integration with Swish API. GetSwish must approve Technical Supplier. The Customer is responsible for the partner's or the Technical Suppliers actions in the same way as for their own actions, and is also responsible for the obligations under this Agreement being met.

4.2 Specifics regarding the security solution for Swish Utbetalningar – "Swish Security Solution"

4.2.1 Swish Security solution
Connection of the Customer to Swish Utbetalningar requires connection to the Swish Security Solution, which is based on digital certificates. Customer may choose to join through their own certificate created on behalf of Customer (as certificate authority) in the Customer's name. Alternative, the technical connection takes place via one of GetSwish at each time approved Technical Supplier. In the latter case, GetSwish is the certificate authority and the certificate will be issued in the name of the technical supplier. In addition to secure the content of the payment and tie the payment to the Customer, the Customer must sign the payment instruction with his private key. The signature are then verified by the Swish IT-system with the Customer's public key and only then will the payment be executed.

4.2.2 Customer certificate and key pair
The Customer is responsible for compliance with the Swish Manuals valid at any given time in order to download the Customer Certificate, and for compliance with Swish Manuals as regards server-certificate information and other certificate administration. Certificates issued for the Customer may only be used for communication with Swish.

Customer certificates have a limited period of validity, and it is the Customer's responsibility to monitor a certificate's expiry date, to order a new Customer Certificate in good time and to update information on Swish server certificates to the requisite extent.

The Customer is obliged to ensure that only authorised individuals are given the opportunity to handle Customer Certificate and security keys, and that these persons follow the instructions for persons responsible for certificates, as stated in Swish Manuals.[1]

The Customer is responsible for ensuring that Customer Certificates and security keys are stored in such a way that no unauthorised person is given access to them, and that management of Customer Certificates and keys is otherwise secure and in accordance with the content of Swish Manuals. The Customer must immediately block a Customer Certificate via https://portal.swish.nu if the Customer has forgotten or exposed the password, if the Customer has lost the Customer Certificate or if there is otherwise reason to suspect that an unauthorised person may have gained access to the Customer Certificate.

The Customer must notify the Bank, in a manner instructed by the Bank, of the person(s) authorised to manage Customer Certificates for security keys in accordance with the preceding paragraph, and must also immediately notify the Bank of any changes in authorisation.

The Customer must furthermore create a private/public key pair for the signing of payment instructions for Swish Utbetalningar. The Customer undertakes to manage the private key securely, in the Hardware Security Module (HSM) or equivalent.

The Customer provides their public key for Swish IT systems. The Customer's public key will be used for verification of the Customer's signed payment instructions for Swish Utbetalningar.

The Customer undertakes to immediately exchange their key pair if the Customer suspects that the private key has fallen into the wrong hands.

5. Requirements regarding the Customer's business, information for Private Customers etc.
A fundamental prerequisite for use of Swish Utbetalningar is that the Customer must provide payouts to Private Customers.

Swish Utbetalningar is to be perceived as a se and secure Payment Method, and Private Customers must be able to rely on the Customer delivering in accordance with expectations.

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[1] As examples of what is meant by secure handling of keys and certificates, the following should be observed. The Customer should install it's private electronic key in a secure cryptographic device, or the key should be correspondingly protected. This key must only be in production in the places where it is used. The key may also be located in a cryptoprocessor for backup purposes. The key must be deleted when it is no longer being used for operational purposes, and must then be deleted whenever it is active. The key must in all cases be stored using a high level of encryption, and must be protected with a password or a stronger solution. Passwords that protect the key must be handled with duality, and must be securely stored so they are not lost and do not become accessible to unauthorised persons.

The Customer shall accordingly undertake to comply with the obligations set out below in respect of all use of Swish Utbetalningar.

5.1 The general commitments of the Customer
The Customer undertakes to the Bank and GetSwish AB
- The Customer must at any time conduct a sound and stable business
- The Customer shall at any time comply with applicable laws, government regulations and industry practices applicable to Customer's business
- The Customer shall at any time comply with applicable anti-money laundering and terrorist financing regulations, such as but not exclusively to comply with and take actions for customers knowledge
- The Customer shall at any time comply with applicable laws, regulations and recommendations, and industry practice relating to customer law

5.2 Prohibited use of Swish Utbetalningar
Customer undertakes not to use Swish Utbetalningar for reimbursement of the following good/services
- Goods/services that may not be sold by law, regulation, court order or government regulation
- Goods/services not subject to regulatory approval
- Goods/services that are ethical, religious or otherwise discriminatory
- Goods/services which constitute illegal activities, such as drug trafficking, child pornography, weapons and illicit gambling activities; or
- Goods/services that may otherwise adversely affect Swish brand

5.3 Commitments regarding information to Private Customers and the website
Customer undertakes to implement the Swish logo on the customer's website and/or mobile app according to the Swish manuals. Otherwise, the customer shall comply with Section 6. The customer shall ensure that the Customer's website contains such information as is required by applicable laws and regulations and is otherwise drafted in accordance with applicable laws and regulations.

Customer further undertakes to ensure that customer's website contains the following
- contact details, e.g. phone number and/or email address of a contact at the Customer's;
- applicable warranties;
- return and complaint procedures;
- payment terms and conditions.

Customer undertakes to inform Private Customers on the website and in other contacts with Private Customers, that complains from Private Customers and/or third parties are handled by the Customer.

6. The Swish trademark etc.
6.1 The Swish trademark is owned by GetSwish AB. The Customer may only use the trademark in accordance with what is stated in the Swish Manuals. This means the Customer may not expose the Swish trademark in contexts:

- involving contravention of marketing legislation and/or generally accepted marketing practice
- in which there is a risk of damaging confidence in Swish, or that could otherwise be deemed unethical or immoral
- in which there might be resultant financial harm or brand damage for the Bank or another participant in the Swish collaboration
- involving discrimination on grounds of ethnicity, religion, sexuality or gender
- in any way means that the Customer in breach of its obligations under clause 5 above or otherwise to the Bank or GetSwish AB.

6.2 The provision in the first paragraph also applies to the marketing name the Customer selects to use for identification in relation to Private Individuals receiving a payout via Swish Utbetalningar. Neither may such marketing names infringe on another party's trademark rights.

6.3 The Bank may immediately, and without first notifying the Customer, remove the Customer's marketing name from Swish if the Bank has reasonable grounds to assume that the Customer, through use of the marketing name, is violating what is stated above in paragraph 6.1 and 6.2. The provision in paragraph 6.1 means that Swish Utbetalningar may not be offered as a payout option for a settlement regarding goods and services as stated in Section 5.2 above.

7. The Customer's responsibility for meeting their accounting obligations etc.
The documentation of completed payout's generated by Swish Utbetalningar is not appropriate as a receipt, verification or other accounting information. The Customer is responsible for complying with the legal and regulatory obligations applying to the Customer's business, e.g. archiving of accounting information and offering a receipt.

8. Confidentiality
Each part undertakes:
- not to use Confidential Information for any purpose other than fulfilling its obligations under this Agreement;
- not to disclose Confidential Information to third parties other than for the purpose of fulfilling its obligations under this Agreement or with the other Party's written consent;
- to process and protect Confidential Information in the same way as it does its own Confidential Information; and
- to ensure that its employees or contractors do not disclose or use Confidential Information in violation of the provisions of this Agreement.

This provision must not be applied in relation to Confidential Information that:
- is generally known or becomes generally known in a manner other than through a breach of this Agreement;
- a Party receives from a third party without being bound by an obligation of confidentiality in relation to them; or
- a Party is obliged to disclose pursuant to a law or ordinance, official decision or applicable listing agreement.

Confidentiality applies without temporal limitation, including after termination of this Agreement.

9. Processing of data

In order to be able to receive a payment via Swish Utbetalningar, the Private Customer must provide the Customer with their mobile number.

The customer is required to comply with applicable data protection laws when handling personal data of a private customer.

The Customer is obliged to ensure that the Private Customer's mobile number and other personal data, when submitted for a payout, are not used for any purpose other than a payout to the Private Customer. This means that the Customer must not use the phone number in order to offer the Private Customer goods or services. Neither may the Customer pass on this data to any other party other than is necessary for the Customer to meet their obligations under a law, regulation or official decree. Further the customer is required to ensure that all processing of personal data by private customers is in accordance with the law on data protection and privacy applicable at the time (see further paragraph 11 below) and to ensure that the customer handles personal data in ways that do not violate bank secrecy applicable to the Bank.

10. Swish number

The Bank assigns its Swish number to the Customer for Swish Utbetalningar. The Customer does not have the right to transfer their Swish number.

11. Personal data

11.1 The Customer's processing of personal data

Connection to and use of Swish Utbetalningar presupposes that the Customer will collect certain personal data from Private Customers. The Customer is responsible for the processing of this data, including use of the Private Customer's ID number to ensure that the Payout goes to the right person, and to ensure that the processing complies with current personal data legislation, regulations, official decree, advice and recommendations, and is otherwise in accordance with what has been agreed under this Agreement.

11.2 The Bank's processing of personal data

The Bank is the personal data controller for processing of the personal data that the person responsible for certificates must submit to the Bank in order to be able to be registered as such. This data will only be processed to the extent required for checking of the relevant person's authority to process the Customer Certificate. The Bank hires subcontractors for the processing of this personal data.

The Bank hereby commissions the Customer with ensuring that the person responsible for certificates receives information on the processing of their personal data. The information to be provided is available in Swish Manuals. The Customer takes on this assignment through the signing of this Agreement.

12. The Customer's liability for compensation to payers

12.1 The Customer shall indemnify the Bank in respect of any claims on the part of the Customer's customers, or anyone presenting the Bank with redress demands on the basis of such claims, arising from the Customer's failure to meet their statutory obligations under this Agreement.

12.2 The customer is also obliged to keep the bank harmless for direct and indirect damages and losses (which also includes damage caused by reputation and reputation risk) which the Bank is incurred as a result of customer's breach of its obligations under this agreement (includes damage by the Bank as a result of the actions of Customer's Affiliates or Technical Supplier) or if the customer otherwise acts in ways that harm the Bank.

13. Prevention and investigation of crimes etc.

The Customer undertakes to cooperate with the Bank to a reasonable extent for the purposes of preventing and investigating suspected criminal acts linked to Swish. The Customer undertakes in this context, to the extent permitted by current legislation on processing of personal data, to report to the Bank actions that the Customer has reason to suspect constitute crimes or attempted crimes, and to a corresponding extent to submit to the Bank documents and other written and verbal information that may facilitate prevention and investigation of suspected criminal acts linked to Swish.

14. Ban on charging payers a fee

The Customer may not charge a Private Customer a separate fee for a Payout using Swish, nor may they charge a lower price for goods, services or other benefits using Payout via Swish.

15. Altered circumstances

The Customer must immediately notify the Bank of altered circumstances that are of significance to the application of this Agreement. Such circumstances include the Customer's ownership circumstances, organisation, address, company registration number, email address, phone number, business, product or service offerings.

16. Debiting the Customer's Swish account

The Bank will debit the Customer's account immediately after the Bank has received a payment assignment from the Customer, and will record the transaction in the Customer's internet banking interface or through another agreed channel.

17. Availability

The availability of Swish Utbetalningar may be partially or completely restricted during certain periods, e.g. for maintenance and updating of the service, or in case of a malfunction.

If deemed necessary, the Bank has the right to temporarily restrict or block the service as regards further use.

18. Restrictions regarding use of Swish Utbetalningar

The Bank may with immediate effect restrict the availability of Swish Utbetalningar, e.g. by determining a maximum limit for the number of payouts per unit of time, as well as amount limits. Exceeding such limits may result in the implementation of certain payouts being prevented.

In relation to a Private Customer, Banks affiliated with Swish may apply certain limits regarding the maximum amount for payment or receipt of payment per instance and/or per period of time. Exceeding these limits may mean that one or more payouts cannot be implemented. Information on the amount limit applying at any given time is available from the Private Customer's bank.

19. Prices
See annexe to General Terms and Conditions, "Price List Företag".

20. Changes to the terms and conditions or the service
The Bank may change the terms and conditions of this Agreement, including Swish Manuals, with thirty (30) days' notice.

Without giving the Customer prior notice the Bank may, however, make changes to the Agreement, including Swish Manuals, that are not detrimental to the Customer. The Bank must always notify the Customer without any unreasonable delay of the changes made.

21. Agreement period and termination
The Agreement for Swish Utbetalningar runs until further notice and may be terminated at any time whatsoever with at least a one (1) month's mutual notice.

The same applies if a Customer who is a sole trader dies, or if a trustee or administrator is appointed for the Customer in accordance with the Parental Code.

The following applies in addition to what is stated in the General Terms and Conditions.

The Bank has the right to immediately terminate the Agreement in the event of any of the following circumstances:
- The Customer violates an obligation under this Agreement or another undertaking that the Customer has entered into or may enter into with the Bank, unless the breach of contract is immaterial.
- There are reasonable grounds to assume that the Customer will not meet its payment obligations with regard to the Bank.
- The Customer enters into liquidation, is declared bankrupt, applies for bankruptcy, cancels payments, becomes the subject of composition proceedings, corporate restructuring or another similar procedure, or in the Bank's reasonable assessment can for other reasons be assumed to be insolvent or otherwise in an uncertain financial position.
- In the Bank's assessment the Customer abuses Swish in a way that may be detrimental to the Bank or cause other harm.
- A law, regulation, official intervention etc. prevents implementation of this Agreement.
- If, for any reason other than what is stated immediately above, the Bank no longer has the right to provide Swish to the extent required for implementation of this Agreement.
- The Customer has provided incorrect or misleading information at the time of entering into the Agreement, and the incorrect or misleading information is not immaterial.
- The Costumer's business has changed, or in the Bank's reasonable assessment, it may be deemed that it will change with regard to industry affiliation or in terms of its nature in a manner or significance to Swish Utbetalningar.

If with another payment-service provider the Customer links to the same Swish number as has been assigned in conjunction with this Agreement, then this Agreement will automatically cease without any prior notice.

The Bank furthermore has the right to terminate the Customer's Swish number without notice if it has been inactive for over one (1) year.

21.2 Change of bank
Customer who have an agreement on Swish Utbetalningar and wish to change banks cannot keep their Swish number when linking up to a new bank.

22. Liability
The following applies in addition to what is stated in the General Terms and Conditions.

The Bank is not liable for any damage caused by faults, disruption or interruption concerning the Customer's mobile phone or communication connection with the Bank's computer system and/or that of a supplier affiliated with the Bank that impedes access to Swish or renders it impossible. The Bank is furthermore not liable for damage that is a result of disruptions to the Bank's computer system or that of a supplier associated with the Bank and that prevents or impedes access to Swish, provided that the Bank or a supplier affiliated with the Bank has exercised appropriate precaution in its management of the systems.

The Bank's liability for damage caused by a subcontractor to the Bank is solely limited to compensating the Customer in an amount corresponding to what the Bank can get from the subcontractor in question. If several customers lodge claims regarding the same matter, then the Customer's right to compensation shall be equal to the Customer's share of the total claim against the Bank.

23. Transfer
The Bank may transfer this Agreement without the Customer's consent.

The Customer may not transfer its rights and obligations under this Agreement without the Bank's written consent.

24. Applicable law and court
See General Terms and Conditions.