



Sales Partner Agreement General Terms and Conditions (21.08.2020)

General terms and Conditions Sales Partner Agreement between Swedbank Pay and Sales Partner. Where appropriate Swedbank Pay and Sales Partner are hereinafter individually referred to as a "Party", and collectively referred to as "Parties".

1. Background

These General terms Sales Partner Agreement apply to Sales Partner Agreements signed by Swedbank Pay and constitute an appendix to such agreement.

2. Definitions

The terms that are used in the Sales Partner Agreement shall be applied to the General terms Sales Partner Agreement along with the following list of definitions. Terms that are used in the General terms Sales Partner Agreement shall have the meaning set out in the Sales Partner Agreement, unless otherwise specified in these General terms Sales Partner Agreement.

"Swedbank Pay" – the Party in the Sales Partner Agreement first page identified as the legal counterpart to the Sales Partner.

"Technical Description" – The documentation that Swedbank Pay supplies in order to facilitate programming interface and the Merchant's communications with Swedbank Pay and, where appropriate, Acquirer(s). In the event of a new technical circumstance, Swedbank Pay is entitled to make necessary changes to the Technical description, including but not limited to availability of a new third party hardware.

3. Documentation and implementation

Sales Partner is responsible, at its own expense, for implementing the integration with Payment Service Provider with its own platform. Swedbank Pay shall provide the Sales Partner with a Technical Description allowing Sales Partner to integrate its platform with Payment Service Provider. In such cases, Sales Partner are responsible for implementing and integrating Payment Service Provider according to at any given time

Technical Description. The integration will be considered complete once has approved the integrated solution through an acceptance test.

The Sales Partner is responsible, at its own expense, for implementing updates in the Technical Description/Payment Service Provider. Swedbank Pay shall notify the Sales Partner of updates in the Technical Description and/or Payment Service Provider when such changes comes into force. For the sake of clarity, notwithstanding the previous sentence, Swedbank Pay is entitled to alter Payment Service Provider/Technical Description to the extent required by the law, official decisions, changes to national or international regulations for payments, changes to a third party's systems or other similar circumstances, without undue delay.

If the Sales Partner further develops or otherwise alter their platform (i.e. ECR or e-Com platform), the Sales Partner is responsible, at its own expense, ensure that functionality and compatibility with Payment Service Provider are not affected. In the event of such affect, the Sales Partner is obliged to resolve it by the urgency so required.

In the event of alter/changes to the Payment Service Provider or Sales Partner's platform, the Parties shall perform acceptance tests according to at any given time Technical Description before operation.

4. Marketing

In the marketing of each other's products, the Parties shall comply with all applicable laws and regulations, good marketing practice and the guidelines issued by each Party for the marketing of their products. Each Party is entitled, during the agreement term, to use the other Party as a reference. The Parties undertake, in marketing, to endeavour to communicate the other Party's logo, products and other identifiers as per the Party's applicable guidelines. Swedbank Pay is entitled to present the other Party by means of its name and logo on its own website and in other marketing materials.

5. Intellectual property rights

The Sales Partner Agreement does not involve any transfer of copyright or other intellectual property rights belonging to either Party by virtue of its product. Each Party also retains copyright or other intellectual property rights to the proprietary solutions or products arising from implementation or combining of the Parties' products.

The Parties guarantee that the use of the software, systems and trademarks provided by the respective

Party do not infringe patents or intellectual property rights of any third parties. Upon termination of the Sales Partner Agreement, neither Party is entitled to utilise the intellectual property rights of the other Party. Furthermore, all documentation relating to the Parties' systems and applications must be returned to the Party in question.

6. Liability

6.1 The Parties are liable for any direct losses suffered by the other Party, if the Party is guilty of negligence. The Party is not liable for indirect losses, such as lost profits. Swedbank Pay's liability for damages under this Sales Partner Agreement shall, in all circumstances, be limited to the total commission paid within this agreement in the last twelve (12) month period. Limitation of liability does not apply if either Party causes the other Party damage through gross negligence or intent. Each Party is responsible for its own services in relation to Merchants.

6.2 Claims against Swedbank Pay, in order not to be void, shall be notified to Swedbank Pay in writing and without delay when the fault, deficiency or delay is discovered or ought to have been discovered.

6.3 If Sales Partner sustains damage for which Swedbank Pay is liable, and which is not reimbursed by Swedbank Pay, the Sales Partner shall be entitled, without cost, to exit the Sales Partner Agreement at the latest thirty (30) days after the claim for damages is made.

6.4 In order to avoid any misunderstanding it should be pointed that above limitations do not apply in the event of a Party's infringement of the confidentiality according to section 8.

7. Force Majeure

If either Party is prevented from fulfilling its obligations under this Sales Partner Agreement due to circumstances beyond the Party's control, such as lightning strikes, labour disputes, fire, seizure, official provisions, and errors or delays in services from a subcontractor due to circumstances stated herein, this shall constitute grounds for postponing the schedule for fulfilment and exemption from damages and other penalties. The provision regarding labour disputes shall also apply if the Party takes or is subject to such action. If fulfilment of the Sales Partner Agreement is significantly impeded for more than one month because of specific circumstances mentioned above, either Party may terminate this Sales Partner Agreement without liability.

8. Complaints

The Parties shall pass on and inform each other of such complaints that the Party receives and that relate to services provided to the Merchant by the other Party.

9. Confidentiality

9.1 The Parties undertake to keep confidential information strictly confidential, irrespective of whether the information is disclosed in writing, verbally, through models, computer programs or in some other way. The Parties shall also take necessary measures to prevent such confidential information being disclosed to third parties by employees.

9.2 Each Party undertakes, when handling the other Party's confidential information, to observe the same care and caution it observes when handling its own confidential information.

9.3 Confidential information may only be disclosed to personnel who have a direct need to be aware of it. The Parties are also entitled to impart confidential information to personnel within the relevant Party's corporate group and/or personnel at another third Party with which the Party is collaborating, to the extent this is necessary in order to fulfil the obligations according to the Sales Partner Agreement.

9.4 If a Party imparts confidential information to an external party in accordance with section 8.3, it will be obliged to ensure that said third party is bound to observe the same confidentiality as applies between the Parties.

- (i) Confidential information refers to any information, with the exception of
- (ii) information that is generally known or that becomes generally known in a way other than through a breach of the content of the Sales Partner Agreement by a Party,
- (iii) information that a Party can demonstrate it was already aware of before the Party received it from the other Party,
- (iv) information that the Party has received or will receive from a third Party without being bound by a duty of confidentiality in relation to this party, or
- (v) information that a Party is obliged by law or statute to disclose to an authority or court, although only after the other Party has been notified of the obligation in question.

10. Messages

Messages between the Parties shall be sent by first-class mail, fax or e-mail to the address specified in Sales Partner Agreement. A Party shall notify the other Party of a change of address, telephone number, fax number or e-mail address.

11. Obligation

Each Party undertakes to provide the necessary resources for the implementation of the cooperation in terms and conditions as further described in this Sales Partner Agreement; including but not limited to

providing support at the request of either Party within the framework of the cooperation and in view of the urgency of the matter. Unless otherwise expressly stated in the Sales Partner Agreement, each Party shall bear its cost of providing such resources.

12. Processing of personal data

12.1 When processing personal data, each of the Parties undertakes to ensure that such processing is in accordance with national legislation, ordinances and advice from supervisory authorities that may be applicable to the Parties from time to time, such as the General Data Protection Regulation EU 2016/679.

12.2 Personal data regarding physical persons at the Sales Partner. In order to fulfil its obligations according to the Sales Partner Agreement and in order to monitor and protect any outstanding credit, Swedbank Pay will process the name, personal ID number, address details and information about the financial situation of physical persons who own or otherwise have a determining influence over the Sales Partner, such as the Sales Partner's board members, signatories and co-owners. These personal details will also be registered for physical persons who have provided surety for the fulfilment of the Sales Partner Agreement in its entirety or in part.

12.3 The Sales Partner guarantees that affected individuals have been notified about and consented to this processing.

12.4 After a request from the affected person, Swedbank Pay will provide a register extract of the information that is processed about the person concerned. If incorrect or misleading information has been registered, Swedbank Pay will correct this.

More information about the way in which Swedbank Pay processes personal data and contact information can be found at:

www.swedbankpay.se/villkor/behandling-av-personuppgifter,

www.swedbankpay.no/vilkaar/behandling-av-personoppgifter

or www.swedbankpay.com/terms/processing-of-personal-data.

12.5 Personal data when administering Invoice claims. The Sales Partner is the data controller for the personal data that are handled within the framework of the Sales Partner Agreement. PayEx is the data processor for the Sales Partner and uses automatic data processing to handle the personal data that, at the request of the Sales Partner, are processed within the framework of the Sales Partner Agreement's execution.

12.6 It can occur that Swedbank Pay, within the framework of the Sales Partner Agreement's execution, can be considered as data controller for a particular Service agreement and/or parts of processed personal data. To the extent that both the Sales Partner and Swedbank Pay are data controllers for the processing of

personal data, pursuant to applicable national legislation on such processing, such as General Data Protection Regulation EU 2016/679. The relevant data controller undertakes to perform the processing in compliance with such legislation. In this context, should the data controller act in contravention of its obligations according to said legislation, then either the Sales Partner or Swedbank Pay, whichever is responsible for breaching the law, shall indemnify the other Party for the loss or damage that the injured Party hereby incurs.

12.7 In its capacity as data processor, Swedbank Pay undertakes to ensure that the processing of personal data takes place in accordance with applicable legislation. At this, Swedbank Pay undertakes only to process personal data in ways specified in the relevant Service agreement and to retain a suitable organization and technology to ensure adequate security.

12.8 In the application of the Sales Partner Agreement, "data controller" and "data processor" shall have the same meaning as corresponding terms according to the General Data Protection Regulation EU 2016/679.

13. Term of the Agreement

This Sales Partner Agreement remains in force until further notice once signed by both Parties, with a reciprocal period of notice of three (3) months. Notice of termination for whatever reason must always be in writing and signed by an authorised representative(s) of the Party. The Parties' commitment as per section 8 above shall continue to apply even after the agreement has been terminated. A Party may terminate this Sales Partner Agreement with immediate effect if the other Party commits a significant breach of the Sales Partner Agreement or the other Party suspends payments, goes into liquidation, is declared bankrupt, institutes reorganisation proceedings or is otherwise insolvent.

14. Subcontractors

Swedbank Pay is always entitled to employ subcontractors to perform its services.

15. Changes and additions

Changes or additions to this Sales Partner Agreement must be in writing and signed by an authorised representative(s) of both Parties in order to be valid.

16. Transfer

Neither Party is entitled to transfer this Agreement without the written consent of the other Party. Swedbank Pay is entitled to transfer the Agreement, wholly or in part, to another company in the Swedbank/PayEx Group.

17. Complete regulation

This Sales Partner Agreement constitutes the Parties' complete regulation of all matters relating to the Sales Partner Agreement. All written agreements or verbal commitments and pledges issued prior to this Sales

Partner Agreement are replaced by the content of this Sales Partner Agreement.

18. Disputes

18.1 Disputes arising from the interpretation and application of the Sales Partner Agreement and any associated legal relations shall be settled in the first instance through negotiations between the Parties.

18.2 Disputes that cannot be resolved amicably in the manner described above shall be settled by the general court that corresponds with the capital city on the relevant market from which Swedbank Pay operates, e.g. the Stockholm City Court as the court of first instance on the Swedish market, the Oslo city court on the Norwegian market and so forth.

18.3 The Sales Partner Agreement will be regulated in all respects, such as interpretation, execution and validity, by the law that corresponds with the relevant market from which PayEx operates, e.g. the Stockholm City Court as the court of first instance on the Swedish market, the Oslo city court on the Norwegian market and so forth.