

Purchase Rights Register – Terms of Use of the Service

These Terms of Use apply to the Purchase Rights Register service provided by Svea Bank AB (publ), filial i Finland and its usage.

1. Definitions

“Customer” – A company, i.e. a corporation, public entity or private sole proprietor entered in the Trade Register, which has been registered in the Service.

“Right to represent” – The right of a natural person entered in the Trade Register maintained by the Finnish Patent and Registration Office to represent the Customer alone or together with another person who holds the Right to represent.

“Seller” – The company whose commodities can be bought by the Buyers or those who have the Right to represent designated by the Customer on behalf of and in the name of the Customer and which uses a Company invoice as the payment method.

“Buyer” – The person who has been granted the Purchase right to the Service on behalf of and in the name of the Customer.

“Admin user” – The person who is responsible, as the Customer’s representative, for the management of the Purchase rights of their company’s Buyers. The Admin user has the right to manage all the rights of the Buyers using the Service on behalf of the Customer.

“Purchase right” – The right specified for the Buyers by the Customer within which the Buyer has the right to make purchases with a Company invoice on behalf of and in the name of the Customer. The Purchase right may also include a Buyer-specific amount limit for the use of the Company invoice.

“Company invoice” – The payment method for the commodities provided by the Seller.

“Purchased commodity” – The object of the purchase, which the Customer buys from the Seller using the Company invoice as the payment method.

“Service provider” – Svea Ekonomi AB (publ), Filial i Finland, hereinafter also referred to as “Svea”.

“Service” – The service produced by the Service provider in which the Customer can register Purchase rights to the Buyers with which the Buyer can purchase commodities from the Seller so that the Purchased commodities are invoiced from the Customer using the Company invoice payment method provided by the Service provider.

“Invoice financier” – The Service provider’s role as the financing company to which the Seller transfers the receivables related to the purchases, including all the rights, in connection with the Company invoice payment method provided by the Service provider.

“Transferee” – The party to which the Invoice financier can transfer the receivable related to the Purchased commodities from the Customer, including all the rights.

“Electronic self-service channel” – The online service implemented by the Service provider for the Customer’s admin users (<https://purchaserights.svea.com>).

“Identification” – Identification of the Buyer through the identification method specified by the Service provider, such as a mobile password or strong identification.

“Strong identification” – Electronic verification of the Buyer’s identity using the online bank codes, telecommunications company’s mobile certificate or other service specified by the Service provider, such as the Signicat service, in the identification.

2. Operation of the Service

The purpose of the Service is to enable the registration of the Purchase rights of the Customer’s representatives, i.e. the Buyers, to the Service so that the Buyer’s Purchase right can be verified in a situation in which the Buyer purchases commodities on behalf of and in the name of the Customer from a Seller who uses the Company invoice payment method provided by the Service provider, and when the Buyer purchases commodities using the Company invoice payment method. The operation of the Service is based on the agreement between the Customer and Service provider as well as the agreement between the Seller and Invoice financier.

The Seller may transfer its receivable related to the Purchased commodities from the Customer to the Invoice financier.

The Invoice financier has the right to further transfer the receivable to the Transferee without a separate notice to the Customer.

The Customer is obligated to pay the Company invoice related to the Purchased commodities bought with the Company invoice to the payee stated in the invoice in accordance with the payment terms stated in the invoice, including any penalty interest and collection charges. If payment is delayed, the Customer will pay penalty interest pursuant to the Interest Act for the amount overdue as well as possible collection charges. The Customer is released from the payment obligation resulting from the purchase event only by paying the itemised invoice related to the Purchased commodities, and the only valid receiver of the payment related to the Purchased commodities is the payee stated in the invoice.

Remarks concerning the invoice related to the Purchased commodities must be made immediately.

The Customer has the right to grant and manage the Purchase rights of the Buyers purchasing on behalf of it through the Service and the Electronic self-service channel.

3. Concluding the agreement and applicable terms

The agreement on the use of the Service between the Service provider and the Customer is concluded and the Customer undertakes to comply with these Terms of Use and the Service provider’s instructions when the Terms of Use have been approved in accordance with the Customer’s representation or signature procedure entered in the Trade Register and the Privacy Statement has been confirmed as received.

However, the Service provider has always the right to refuse to conclude the agreement or provide the Service without indicating the reason.

As a rule, the Service provider reports any changes to the contractual terms, terms of use and instructions in the Service and by sending an email and/or SMS notification whenever the nature of the case so requires.

4. Information provided to the Service provider and data disclosure

The Admin user and the Customer are obligated to provide the Service provider with information requested by the Service provider for the purpose of using the Service. The Service provider has the right to obtain information about the Customer, the Admin user and the Buyer from public registers, such as the Trade Register, and from private data sources.

The Service provider has the right to register and disclose information concerning the Customer and the Buyer in accordance with the valid legislation and instructions from the authorities. The Service provider holds all the intellectual property rights for the information concerning the purchase events as well as the right to utilise the information by disclosing and refining it, for example, for marketing purposes.

The Privacy Statement of the Service is available on the Electronic self-service channel and the Service provider's website. The Customer's representative with a right to sign on behalf of the company confirms to have received the Privacy Statement for information in accordance with section 3 of these Terms of Use of the Service.

5. Processing of personal data

The Service provider acts in accordance with the legislation and EU's General Data Protection Regulation in all its operations. The Parties are themselves responsible, as the controllers, for personal data registers generated by the data collected in their own systems in accordance with the legislation and EU's General Data Protection Regulation.

Personal data processed in the Service mean information related to a person's identification, specification, contact information or position in the Customer's organisation. They are based on information obtained from the Business Information System (YTJ), Bisnode Finland Oy's company information system and the Admin user.

More information about the processing of personal data is provided in the Service's Privacy Statement, which is available on the Electronic self-service channel at the address <https://purchaserights.svea.com/>.

6. Instructions concerning the security and due care for the Customer and the Admin user

The Customer and the Admin user undertake to comply with the current instructions issued by the Service provider when using the Service. The Customer undertakes to keep the Purchase rights and the Admin user rights up to date in the Service and, in terms of the Right to represent, in the Trade Register maintained by the Patent and Registration Office, and approves that the Service provider is entitled to expect that the aforementioned information is correct as it is available at the given time.

In particular, the Customer undertakes to remove the Admin user's rights, Purchase rights and Rights to represent entered in the Trade Register from persons who have no valid right to act on behalf for the Customer based

on their employment relationship or position. The Customer is responsible for all actions carried out in the Service by the current Buyers or Admin users specified pursuant to this agreement who have the Purchase right, regardless whether the Buyer or the Admin user has an actual representation power or employment relationship with the Customer.

The Customer has no right to appeal to any power limitation concerning the holder of the Purchase right in relation to the Service provider, with the exception of the User-specific amount limit possibly entered for the Purchase right holder in the Service. The Service provider is not responsible for damage incurred as a result of insufficient maintenance of the Purchase rights or Rights to represent entered in the Trade Register.

The Customer and the Admin user undertake to protect the information systems and communication tools used by them with appropriate and up-to-date methods.

7. Service provider's right to refuse to provide the Service

If the Service provider deems that the Service is being used or might be used for unlawful purchases, which may mean, for example, that an unauthorised person uses the Service or the Service is used for unlawful acts (e.g. a fraud or money laundering), or there is another weighty reason, such as a suspicion of a data system break-in, the Service provider has the right to refuse to produce or provide the Service provider without indicating the reason.

8. Responsibility for the Purchased commodities

The Customer and the Seller agree together on the terms and conditions of the purchase concerning the Purchased commodities. The Service provider is not a party to the purchase between the Customer and the Seller concerning the Purchased commodities.

Claims related to a Purchased commodity must be addressed directly to the Seller.

If the Customer refuses to make a payment on the grounds of an error concerning the Purchased commodity or its delivery, the Customer must submit the claim to the Seller.

The Seller is solely responsible for a refund concerning the invoice or rectification of an error concerning the Purchased commodity. The Customer does not have a right to claim refund from the invoice from the Service provider or the Invoice financier.

9. Amendments to the terms and services

The Service provider has the right to change these Terms of Use by notifying the change in the Service. The Customer is deemed to have approved the amended Terms of Use if the Customer continues to use the Service.

The Service provider has the right to change the Service and its features without prior notice. Changes that cause amendments to the Privacy Statement are reported in advance.

10. Communication between the Parties and customer service

The Electronic self-service channel is used for the communication between the Customer and the Service provider and for matters related to the contractual relationship, Terms of Use and customer information

changes. Customer service provided by phone is primarily intended for solving invoicing-related issues.

The Customer and the Admin user are obligated to report any changes to their information via the Service. This concerns especially the contact information, the Admin users and the Buyers. The Service provider has the right to request Strong identification from the notifier when the nature of the notification so requires.

The Service provider has the right to record and save all the exchange of information between the Customer, the Admin users and the Buyers, including phone calls. The Customer accepts that, in problem situations, any controversial matter may be solved on the basis of the recordings.

11. Payments and fees

The Service provider does not charge any payments for the use of the Service when the Service is used to purchase commodities from the Seller. However, the Seller may add an invoice fee in the invoice when using the Company invoice payment method. Any potential invoice fee is stated in each purchase invoice in a manner reported to the Invoice financier by the Seller.

The Service provider may charge fees and charges stated in the currently valid service price list for the use of the Service.

12. Liability for damages and limitations of liability

The Service provider or the Invoice financier is not liable for any indirect damage incurred by the use of the Service or the Electronic self-service channel to the Customer, the Admin user, the Buyer or another party, such as the loss of revenue, turnover or markets, disruption in production or services, lost profits or other corresponding indirect damage.

The Service provider is only liable for direct damage incurred as a result of its own negligence. However, the Service provider's liability is limited to the maximum of ten thousand (10,000) euros for each case of loss.

If the Customer, the Buyer or the Admin user has remarks or claims concerning the Service, they must be submitted in writing and without undue delay via email to the address rahoitus.payments@svea.fi. If no itemised remark or claim has been presented to the Service provider within six (6) months from the time the damage was discovered, no compensation is paid. Furthermore, compensation is not paid if the claim is made when more than three (3) years have passed from the financing or other measure leading to the loss or damage.

13. Force Majeure

If the fulfilment of the Service provider's contractual obligations is prevented, becomes more difficult or is delayed due to factors outside the party's control (force majeure), such as the actions of authorities, an act of war, a strike, embargo, lockout, other labour dispute, fire, other accident or crisis situation, damage caused by lightning or other natural event or due to disruptions in communication connections or a power failure, the Service provider is exempt from fulfilling its contractual obligations and from any consequences for as long as is required due to the circumstances. In addition, an error made by authorities or a bank or their delay; a defect in hardware, software, connections or lines; an interruption or disruption in

telecommunications or connections and actions taken by network operators are also deemed to be grounds for exemption. The Customer must always be notified of a force majeure event and when such an event ceases to have an effect.

14. Agreement transfer

The Service provider has the right to transfer its rights, obligations and receivables pursuant to this agreement partly or in full to a third party.

The Customer does not have the right to transfer its rights or obligations pursuant to this agreement. If the control in the Customer's corporation, business operations or company is transferred due to an acquisition or other arrangement to a third party, the Customer is obligated to report the transfer of control to the Service provider in writing to the address haulage.payments@svea.fi.

15. Applicable law and dispute resolution

The agreement compliant with these Terms of Use is governed by the laws of Finland. If a dispute cannot be resolved through negotiations, the matter is resolved by the District Court of Helsinki.