



Page 1 of 6

Terms and conditions for Swish Handel consist of the Bank's General Terms and Conditions and the terms and conditions stipulated below.

In cases where the terms and conditions for Swish Handel and the Banks's General Terms and Conditions are in conflict, the terms for Swish Handel shall take precedence.

1. Definitions

Confidential information Refers to all information, orally as

well as written, exchanged between the Bank and the Customer under

the Agreement.

Client's Swish account Client's account in the Bank and

used to receive payments via Swish

Handel.

Personal Customer Private person who is the sender of

a payment through Swish Handel to

the Client.

Swish API Refers to the interface (Application

Programming Interface) through which the Swish Handel service is

provided.

Swish-number The Client's unique Swish number, linked to the payment account in the

Bank to which payments are made

via Swish Handel.

Swish Manuals Refers to the applicable user manu-

als, technical descriptions, instructions, directions and similar documents for Swish Handel, all of which are available at www.swish.nu. Swish Manuals are an integral part

of this Agreement.

2. Description of services

Through Swish Handel the Client can receive payments in real time around the clock from Personal Customers who are connected to the Swish service ("Swish Privat"). It is also possible to complete refunds via Swish Handel.

Swish Handel is intended for industries where the Personal Customer personally, directly in the sales channel of the Client, initiates a payment request for purchased goods or services and where it is clear to the Personal Customer to whom payment is made and for what.

Payment can be received even if the Personal Customer is outside Sweden, but payment must be effected in SEK (Swedish kronor).

Payment transactions are completed via mobile data traffic.

The Client's business name and marketing name, if any, become known to the Personal Customer during payment using Swish Handel. The name and mobile phone number of the Personal Customer become known to the Client.

The Client is issued with a Swish number linked to one of the Client's accounts in the Bank. The Swish number identifies the Client as payment recipient in Swish Handel. The Swish number may not be transferred to another party.

In brief, a payment via Swish Handel entails the following. The Client creates a payment request on the initiative of the Personal Customer using Swish Handel, which is then accepted by the Personal Customer. The Client is given proof of payment in real time. For security reasons, the Personal Customer has a limited period to complete the payment from the time that the Personal Customer receives the payment request in the Swish app. The relevant time interval is stated in the Swish Manuals. It is incumbent upon the Client to inform the Personal Customer that the request for payment is limited in time and how long the Personal Customer has to authorise payment.

The Client has the option to ask a control question regarding the status of the payment request that was sent via Swish Handel. The payment control makes it possible to check the payment if for example a technical failure occurs during payment and confirmation does not reach the Client as expected. The Client may not use script to check the status.

The business transaction for which payment is made via Swish Handel is a matter between the Client and the Personal Customer and means that the Personal Customer makes a payment in advance for purchased goods or services. The Bank is only responsible for ensuring that payment transactions via Swish completed by the Personal Customer reach the Client in accordance with the applicable terms and conditions.

A more detailed description of the Swish Handel service can be found in the Swish Manuals.

3. Conditions for use of Swish Handel

In order to be able to enter into agreement for Swish Handel the Client must:

- Have an agreement for internet banking services with the Bank or some other channel through which the Bank provides Swish Handel. Connections, modifications, closing and any user administration of Swish Handel may only be handled via Internet banking or some other channel as directed by the Bank.
- Have a payment account at the Bank that is the type of account that the Bank permits for connection to Swish Handel.

4. Technical requirements

4.1 General

To connect to Swish Handel the Client must integrate with Swish API and its associated security solution, as stated in the Swish Manuals

Whenever the Client uses Swish Handel the Client must meet the technical and security requirements as stated in the Swish Manuals applicable at any given time.

The Client has the right to engage a partner or technical service provider for integration with the Swish API. The Client is responsible for the actions of the partner or the technical service





Page 2 of 6

provider 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 Handel (Swish Security Solution)

4.2.1 Swish Security solution

Connection of Client to Swish Handel requires connection to the Swish Security Solution, which is used to authenticate and encrypt messages from the Client within the framework of Swish Handel. The Swish security solution is based on digital certificates. The Client can choose to connect through one or more of their own certificates that are created at the Bank's request (as the certificate issuer) in the Client's name. Alternatively, the technical connection is made via a technical service provider from time to time approved by GetSwish. In the latter case, GetSwish is the certificate issuer and the certificate is issued in the name of the technical service provider.

4.2.2 Client certificates

The certificates have a limited period of validity and it is the Client's responsibility to monitor the expiry date of a certificate and to order a new certificate in good time and, to the extent required, to update information about Swish Server Certificates.

The Client is obliged to ensure that only authorised individuals are given the opportunity to manage the Client's certificates and security keys and that these people follow the instructions for persons responsible for certificates, as found in the Swish Manuals.

The Client is responsible for ensuring that certificates and security keys are stored in such a way that no unauthorised person is given access to them and that the management of certificates and keys in all other respects is done securely and in accordance with the provisions of Swish Manuals. The Client shall immediately lock a Client Certificate if the Client forgets or reveals the password, if the Client loses the Client's certificate, or if there is otherwise reason to suspect that an unauthorised person may have gained access to the certificate.

The Client must inform the Bank, in the manner the Bank directs, which person(s) are authorised to handle certificates to security keys according to the preceding paragraph and must also inform the Bank without delay of any changes in authorisation.

5. Handling of information

In order to be able to receive a payment via Swish Handel the Personal Customer must provide Clients with their phone number

The Client is obliged to ensure that the Personal Customer's phone number and other personal data, when submitted to initiate a payment request, are not used for any purpose other than that related to the payment to the Client. This means among other things that the Client may not use the phone number to offer the Personal Customer goods or services. The Client may not pass on this information to any other party except as necessary

for the Client to fulfil obligations under the law, regulation or governmental regulations.

6. Refunds

The Client shall provide a repayment function to enable refunds from the Client's Swish account back to the Swish account of the Personal Customer.

In order to refund payments via Swish Handel the Client must have the same Swish number and the Personal Customer must have the same mobile number attached to the Swish account at the time of the refund as was the case at the time of the original payment.

If the data are not the same, the refund will not be completed. The Client must notify the Personal Customer of this restriction in the refund function.

Refunds may only be used for returns or complaints about a good or service for which the Personal Customer has paid via Swish Handel.

Refunds can only be done for purchases made within the past twelve (12) months. The amount to be refunded must never exceed the purchase price.

Refunds of partial amounts and multiple refunds on the same purchase are permitted.

The Client is responsible for ensuring that no unauthorised persons are given the opportunity to complete refunds.

7. Requirements for the Client's business, information to the Personal Customer, etc.

A fundamental prerequisite for using Swish Handel is that the Client must sell goods and services to consumers.

Swish Handel should be perceived as a safe and secure payment method and Personal Customers should be able to trust that the Client delivers promised goods/services with quality and in line with expectations. The Client must therefore pursue a sound and stable business that complies with laws, government regulations, and industry practices, including consumer rights rules and Client due diligence provisions under money laundering legislation.

As an example of the above, the Client may not provide the following goods/services:

- goods/services that are not permitted to be sold by law, regulation, court order, or government regulation;
- goods/services the lacks prescribed approval from an authority;
- goods/services that are discriminatory on ethnic, religious or other grounds,
- goods/services which constitute unlawful activities, such as trading with drugs, child pornography, weapons and illicit gambling; or
- goods/services that may otherwise negatively affect the Swish brands.

for operating purposes and must then be erased in all locations where it is active. The key must in all cases be stored with strong encryption and protected with a password or a stronger solution. Passwords that protect the key must be handled with duality and securely stored so they are not lost or accessed by unauthorised individuals.

¹ As examples of what is meant by secure handling of keys and certificates, the following can be taken into consideration. The Customer's private electronic key should be installed by the Customer in a secure cryptographic device or be protected in a corresponding manner. This key must only be in production in the areas where it is used. The key may also be available in a cryptoprocessor for backup purposes. This key must be erased when it is no longer used





Page 3 of 6

The Client must inform the Bank without delay of any circumstances that have or may have an impact on the assessment according to the list above regarding goods/services that are not permitted.

The Client must post the Swish logo on the Client's website and/or mobile application in accordance with Swish Manuals. The Client shall in all other respects comply with what is stated in section 8.

The Client's website that is used for Swish Handel must contain such information as provided by applicable laws and regulations, as well as:

- contact details, such as phone and/or e-mail address of a contact person representing the Client;
- a description of the goods/services that can be purchased (including prices, taxes and charges);
- applicable warranties;
- return and complaint procedures;
- · delivery times and logistics linked to delivery; and
- · payment terms.

Before the Personal Customer receives a payment request in connection with the purchase, the Personal Customer must have been given the opportunity to read the following information:

- a clear description of and price for the individual goods/services the Personal Customer ordered,
- the total price that the Personal Customer will pay, including a specification of any taxes, fees, shipping charges and other charges.
- · that the payment is made by Swish Handel,
- · that payment is in SEK (Swedish kronor),
- expected delivery date,
- terms of delivery, including rules for Personal Customer's complaints, including whether the Personal Customer must pay costs in the event of returns of the goods/services, and
- · the name of the recipient of the good or service.

It should also be clear that complaints from the Personal Customer and/or third party are handled by the Client.

When selling and delivering goods and services, the Client must comply with what is promised in marketing and other information.

The Client must also comply with applicable laws and regulations concerning, inter alia, contract law, consumer protection and distance selling with respect to the sale and delivery of goods and services

8. The Swish brand

The Swish brand is owned by Getswish AB. The Client may only use the trade mark in accordance with what is stated in the Swish Manuals. This means inter alia that the Client must not expose the Swish brand in contexts that:

- Contravene marketing legislation and/or good marketing practices.
- Could damage the trust in Swish, or that could otherwise be deemed unethical or immoral.
- Could result in financial losses or brand damage for the Bank or another participant in the Swish venture.
- Are discriminatory on the grounds of ethnicity, religion, sexuality or gender.

The provision in the first subparagraph also applies to the marketing name that the Client selects to use for identification in relation to payers in Swish. Such marketing names may not infringe on the brand of a third party.

The Bank may immediately, and without prior notice to the Client, remove the Client's market name from Swish if the Bank has reasonable grounds to assume that the Client, through use of the market name, violates what is stated above. The provision in the first subparagraph means, among other things, that Swish may not be offered as a means of payment for goods and services as stated in section 7 above.

9. Swish number

The Bank assigns a Swish number to the Client. This number must not be exposed to a Personal Customer. The Client does not have the right to transfer their Swish number. A Business Customer that is a fundraising organisation with a 90 account should primarily be connected to Swish Företag. If the fundraising organisation wants to offer payment via Swish Handel, the organisation should be assigned a new Swish number that is not a 90 number.

10. Client's responsibility to fulfil accounting obligations, etc. The documentation of completed payments generated by Swish is not intended to serve as a receipt, verification or other accounting information. The Client is responsible for complying with the legal and regulatory obligations that apply to the activities of the Client, such as archiving accounting information and provid-

11. Confidentiality and personal data

11.1 Confidentiality

ing a receipt.

Each Party undertakes:

- i. not to use Confidential Information for any purpose other than to fulfil its obligations under this Agreement;
- ii. 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;
- iii. to treat and protect Confidential Information in the same way as their own confidential information; and
- iv.ensure that its employees or contractors do not disclose or use Confidential Information in violation of the provisions of this Agreement.

This provision shall not apply in relation to Confidential Information that:

- is generally known or is subject to general knowledge other than by breach of this Agreement;
- ii. the party receives from third parties without being bound by the obligation of confidentiality in relation to them; or
- iii.the party is required to disclose due to law or regulation, government decisions or applicable listing agreement.

The duty of confidentiality applies without limitation in time, even after termination of this Agreement.

11.2 Personal Data

11.2.1 The Client's processing of personal data

Connection to and use of Swish Handel assumes that the Client will collect certain personal information from Personal Custom-





Page 4 of 6

ers. The Client is responsible for processing this data and ensuring that such processing complies with applicable personal data legislation, provisions, regulations issued by public authorities, advice and recommendations and otherwise in accordance with what has been agreed in this Agreement.

11.2.2 The Bank's processing of personal data

The Bank is a data controller for the processing of such personal information that the person authorised to handle certificates, in accordance with section 4.2 above, must submit to the Bank to be able to be registered as such. This data will be processed only to the extent that is required to check the person's authority to deal with the Client Certificate. The Bank engages sub-processor in respect of this personal data.

The Bank hereby instructs the Client to ensure that the person authorised to handle certificates receives information about processing of personal data. The information to be provided is available in the Swish Manuals. By signing this Agreement, the Client undertakes to do so.

12. The Client's liability for compensation to payers

The Client must indemnify the Bank in respect of any claims from the Client's customers or from those who have recourse against the Bank because of such claims, arising from the Client's failure to fulfil statutory obligations and obligations under this Agreement.

13. Prevention and investigation of crimes

The Client undertakes to cooperate with the Bank to a reasonable extent to prevent and investigate suspected criminal acts related to Swish. The Client undertakes in this respect, to the extent allowed by currently applicable law on processing of personal data, to report to the Bank actions that the Client has reason to suspect constitute a crime or an attempted crime, as well as to a corresponding extent to provide to the Bank with documents and other written and oral information that may facilitate prevention and investigation of suspected criminal acts related to Swish.

14. Ban on charging payers a fee

The Client shall not charge the Personal Customer a separate fee for payment with Swish Handel or charge a higher price for goods, services or other benefits paid for via Swish.

15. Changed circumstances

The Client must inform the Bank without delay of any changes in circumstances that are of importance to the application of this Agreement. Such circumstances include the Client's ownership, organisation, address, corporate ID number, email address, phone number, business, product or service offerings, or organisation and authorised individuals in accordance with section 4.2 above.

16. Crediting the Client's account

The Bank will credit the Client's account immediately after the Bank has received payment from the payer's payment service provider and show the transaction in the Client's internet bank interface or through some other agreed channel.

17. Accessibility

Access to Swish may be partially or fully restricted during certain times, for example due to maintenance and updating of the service, or in the case of malfunction.

If deemed necessary the Bank may temporarily restrict or block Swish for further use.

18. Restrictions in the use of Swish Handel

The Bank may, with immediate effect, restrict accessibility to Swish Handel, for example by setting a maximum limit for number of transactions per unit of time and maximum amount limits. Exceeding such limits may result in the non-execution of a certain transaction.

Banks connected to Swish may impose certain limits on Personal Customers regarding maximum amount of payment per occasion and/or per period. Exceeding these limits may result in the non-performance of one or more payment transactions. Information about the maximum amount from time to time is available at the Personal Customer's bank

19 Prices

See the appendix to the General Terms and Conditions, "Price List Företag".

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

However, the Bank may, without prior notice to the Client, make changes to the Agreement, including Swish Manuals, which are not detrimental to the Client. The Bank must always notify the Client without undue delay of any changes made.

21. Termination

In addition to the provisions of the Bank's General Terms and Conditions, the following shall apply:

The Agreement runs until further notice, and may be terminated at any time with at least a one (1) month mutual term of notice.

The Bank is also entitled to terminate this Agreement with immediate effect if any of the following occur:

- The Client violates obligations under this Agreement or other obligations that the Client has entered into or may enter into with the Bank unless the breach of contract is immaterial;
- There are reasonable grounds to believe that the Client will be unable to meet their payment obligations to the Bank;
- The Client initiates liquidation, is declared bankrupt, files for bankruptcy, suspends payments, is subject to a scheme of arrangement, reconstruction or other similar proceedings, or in the Bank's reasonable opinion for other reasons may be assumed to be insolvent or otherwise be in an uncertain financial position;
- The Client, in the Bank's assessment, abuses Swish Handel in a way that could cause damage to the Bank or a third party;
- Law, regulation, government intervention or similar would obstruct performance of this Agreement;
- If the Bank for any other reason than those stated in the previous point no longer has the right to provide Swish Handel to
 the extent that is required to implement this Agreement;
- The Client provided erroneous or misleading information prior to entering into the Agreement, and this erroneous or misleading information is not immaterial, or if





Page 5 of 6

• The Client's business has been changed or according to the Bank's reasonable opinion may be deemed changed with respect to branch of business or nature in a manner that is significant for Swish Handel.

If the Client connects with another payment service provider using the same Swish number, this Agreement will automatically terminate without notice.

If the Client who is a sole trader dies, is declared bankrupt, or if a trustee or administrator is appointed for the Client under the Swedish Children and Parents Code, the right to use Swish Handel shall be terminated

22. Liability

The following applies In addition to the General Terms and Conditions

The Bank is not liable for any damage caused by failure, disruption or interruption of the Client's communication with the Bank's computer system and/or the computer system of a supplier that is affiliated with the Bank, which makes it difficult or impossible to access Swish. Furthermore, the Bank is not liable for damage caused by disruptions in the Bank's computer system, or the computer system of a supplier associated with the Bank and which prevents or hinders access to Swish, provided that the Bank or the Bank's affiliated supplier has exercised appropriate precautions in its management of the systems.

The Bank's liability for damage caused by a subcontractor to the Bank is limited solely to compensating the Client in the amount corresponding to what the Bank can receive from the external supplier in question. If several customers file claims for the same case, the Client's right to compensation shall be equal to the Client's share of the total claim filed against the Bank.

23. Transfer

The Bank may transfer the right to receive payment under this Agreement without the consent of the Client.

The Client may not assign any of its rights and obligations under this Agreement without the written consent of the Bank.

24. Governing law and venue

This Agreement shall be interpreted and applied in accordance with Swedish law.

Disputes arising from this Agreement shall be settled by a Swedish court. However, the Bank has the right to bring action against the Client at any other court having jurisdiction over the Client and its assets.

ADDITIONAL SERVICE SWISH FÖRETAG APP

24. Definitions

Payment Informations The Personal Customer's first and

> last name and the Personal Customer's partially redacted mobile

phone number.

Refers to Swish Företag App (see Företag App "Descriptionof the service" below).

Swish User Refers to the three permission lev-

els of users in the Företag App.

Swish Account Manager Refers to the highest level of Swish

Users and thus the one with most extensive permissions. The Swish Account Manager manages permissions regarding all the Client's

Swish numbers

Swish Administrators Refers to the second level of Swish

Users. These have the same permissions as Swish Account Managers but only for such Swish numbers as they have been assigned. and with the restriction that they can only assign the third level "Swish Seller" permission.

Swish Seller Refers to the third level of Swish

> Users. Swish Sellers have the most restricted permission and only access to the Företag App during a

sales pass.

25. Terms and Conditions

The Företag App is an optional additional service that the Client can activate in District or in the other ways that may become possible. Terms and conditions for the Företag App consist of the Bank's General Terms and Conditions and Swish Företag Terms and Conditions with the Additional Service Swish Företag App. In the event of conflicting terms, the terms below apply.

26. Permissions and responsibilities for granted permissions The Företag App has the functionality to give the right Swish Users access to Payment Information.

The Företag App has three different permission levels: Swish Account Manager, Swish Administrator and Swish Seller.

The highest level, Swish Account Manager, is given permission by a District Administrator or District User (as applicable in the individual case) and shall identify itself electronically through the

Swish Account Manager can then give permission to both Swish Administrators and Swish Sellers in the Företag App, while Swish Administrators can only give permission to Swish Sellers.

The lowest permission level, Swish Seller, is not able to give permission to any Swish Users.

The Client is responsible for their Swish User's permissions (all levels) in the Företag App, as well as for revoking them. The Client is thus responsible for the actions, including refunds, completed via the Client's Företag App.

A Swish Account Manager may also have permissions for other services offered in Swish, if the Client is connected to them.





Page 6 of 6

Technical requirements

Phones and operating systems

The operating systems that support the Företag App at any given time are listed on the Getswish website www.swish.nu. The Företag App can be used on larger screens, such as tablets, but is not specifically tailored for these formats.

Installation

The Företag App is downloaded from the relevant app store. The Client can choose to install the Företag App on Swish Users' personal phones, on a shared Mobile device or on a combination of these.

Use of the Företag App

Swish Users who can act as Swish Account Managers and Swish Administrators in the Företag App need to have a personal BankID to be able to log in and to approve refunds. In cases where the Företag App and BankID are on different devices, the Företag App will display the QR code that is scanned from the device with the BankID app. Swish Sellers gain access to the Företag App by Swish Account Managers or Swish Administrators creating sales pass that Swish Sellers are invited to via eiter a link or a QR code that is distributed to the Swish Seller. After this, Swish Sellers have access to the relevant sales pass.

Prices

See the appendix to the General Terms and Conditions, "Price List Företag".

The Client's processing of data

The Client undertakes to ensure that the Personal Customer's data is not used for any purpose other than that associated with verifying and possibly repaying the payment from the Personal Customer. This means among other things that the Client must not use the phone number to offer the Personal Customer goods or services. The Client may not pass on any information to any other party except as necessary for the Client to fulfil obligations under the law, regulation or governmental regulations.

Swish number

The Företag App works together with the Swish numbers stated in the Client's Agreement on Swish Business and/or Swish Handel with the Bank. The Client chooses which Swish number to use for a particular sales pass.

Personal data

The Client's processing of personal data

The Bank is the data controller for the processing of the personal data about the Client's Swish Account Managers that appear in the Företag App. The Client must provide information about Swish Account Managers to the Bank for registration. Personal data is only processed to the extent necessary to check the permissions of the Swish User in question in the Företag App and in order to provide information about functionality in the Företag App and operational disruptions, for example. The Bank engages sub-processors in respect of this personal data. The Bank hereby instructs the Client to ensure that the Client's Swish Account Managers receive information in the Företag App about the processing of their personal data. By signing this Agreement, the Client undertakes to do so.

Agreement period

The additional service Swish Företag App runs until further notice and can be immediately terminated by either the Client or the Bank. The service automatically terminates if the underlying service Swish Företag and/or Swish Handel ceases to apply. For those Clients who have signed the "Pilot Agreement: Swish

Företag App", the Pilot terms are replaced with these, ordinary terms and conditions. The Client's continued use of the ordinary service is seen as acceptance of these new updated/ordinary terms and conditions.

INFORMATION

Processing of personal data

When you are in contact with the bank as an employee, owner, agent or other representative of a company that is a customer of the bank, we register and process personal data about you in order to offer you and our business customer the best advice and services and to meet the legal requirements applicable to us as a bank. You can read more about what personal data we register, how we use it and about your rights in our information about the processing of personal data that you can find on www.danskebank.se. You can also get the information as a written document by contacting the bank.

When your business, or if someone on behalf of the business, provides us with personal data about any other natural person, the business is responsible for ensuring that it has the right to provide us with this personal data. The business also undertakes to notify these persons of the content of our information regarding the processing of personal data.