

TERMS AND CONDITIONS OF USE OF DOMESTIC DIRECT DEBIT PAYEE'S AGREEMENT

Valid as of 22.05.2010

1. CONTENT OF THE AGREEMENT

The domestic direct debit payee's agreement (hereinafter the Agreement) regulates the relations between AS SEB Pank (hereinafter the Bank) and the payee (hereinafter the Payee), which are associated with the provision of the direct debit service to payers and the entry into payer's agreements and the execution of the payments arising therefrom and the processing of data relating to entry into payer's agreements.

2. DEFINITIONS

Direct Debit – the payer's instruction to the Bank to transfer money from the payer's current account to the Payee on the basis of the payment claim submitted by the Payee to the Bank.

Periodic Direct Debit – the payer's order to the Bank for regular transfer of money from the payer's current account to the payee indicated by the payer on the basis of the payment claim submitted periodically (usually once a month) by the payee.

Non-periodic Direct Debit – the payer's order to the Bank for transfer of money from the payer's current account to the payee indicated by the payer on the basis of the payment claim submitted at any time (possibly several times a day) by the payee.

Payer – the person who has a current account in the Bank and who has entered into a valid payer's agreement with the Bank.

Payee – the natural person or legal entity who has entered into a payee's agreement with the Bank and who provides services or sells goods to the Payer and whom the Payer pays therefore on the basis of the direct debit payer's agreement.

Itella – Itella Information AS, whose registry code is 10179336 and which mediates communication between Payees, the banks of Payees, Payers and the banks of Payers with technical solutions (payment intermediation, information exchange, etc.).

Domestic Direct Debit Scheme – the domestic interbank direct debit cross-usage scheme that functions on the basis of the framework contract made between Itella and the banks through which the Payee can submit payment claims against the Payers who have entered into payer's agreements.

Payer's Agreement – the direct debit payer's agreement that sets out the terms and conditions under which payments are made.

Payment – the transfer made from the payer's account to the Payee's account on the basis of the payment claim and pursuant to the terms and conditions of the payer's agreement and this Agreement.

Limit – the upper limit of the amount defined by the Payer according to the terms and conditions of the Periodic Direct Debit Payer's Agreement in respect of one Payment or Payments made on one day or Payments made in one calendar month.

Daily Limit – the upper limit of Payments made in one day under the terms and conditions of non-periodic direct debit agreements established by the Payer.

Monthly Limit – the upper limit of Payments made in one calendar month under the terms and conditions of non-periodic direct debit agreements established by the Payer.

Payee's Report – summary of the Payments made on the basis of the payment claims submitted by the Payee prepared by Itella on the basis of the reports of the Payer's banks and submitted to the Payee (debit results sent to the Payee through the web solution).

Payment Claim – the claim submitted by the Payee to the Bank through the technical solution of Itella on the basis of which the Bank shall be obliged to make a Payment according to the Payer's Agreement and this Agreement.

Payment Period – the period agreed in Annex 1 to the Agreement within the limits of which the Payer may establish the payment date in the Payer's Agreement.

Payment Date – the date agreed in the Payer's Agreement or defined by the Payee in the Payment Claim when the Bank makes the Payment.

Settlement Day – the day when the Bank is open for the settlements required for the execution of payment transactions. In general, a

Settlement Day is a calendar day that is not Saturday, Sunday, national or public holiday.

Payment Reference – the reference number established with the agreement between the Payee and the Payer or any other unique identifier established by the Payee whose parameters have been specified in Annex 1 to the Agreement and pursuant to which the Payment Reference has been defined in the Payer's Agreement.

Term of Payment Claim – the term of a Payment Claim is 3 calendar days, but not later than the end date of the Payment Period.

Domestic Direct Debit Service Terms – the manner specified in Annex 1 to the Payee's Agreement in which the Payee and Itella exchange the information required for the execution of direct debits.

Web Solution – the environment offered by Itella for management of the information associated with the Direct Debit Service, which includes the option to view/export information about direct debit agreements, to view/export information about debiting results and to enter/import information about payment claims.

3. TECHNICAL SOLUTION OF DIRECT DEBIT

3.1. The operations required for the provision of the Direct Debit Service shall be performed using the technical solution offered by Itella according to the terms and conditions set out in Annex 1 to the Agreement.

3.2. The Bank shall complete all required transactions and operations so that Itella would:

3.2.1. create the opportunity for the Payee's representatives to constantly use the technical solution of Itella. Itella shall inform the Payee of the options to use the technical solution and instruct the Payee if necessary;

3.2.2. inform the Payee through the technical solution of Itella about the Payer's Agreements on the basis of which the Banks are authorised to carry out the Payment Claims submitted by the Payee;

3.2.3. accept Payment Claims that comply with the requirements stipulated in the Agreement from the Payee through the technical solution and check that the Payment Claims comply with the terms and conditions of the Payer's Agreement;

3.2.4. accept information about the Payer's Agreements entered into by the Payee sent by the Payee through the technical solution;

3.2.5. prepare Payee's Reports and send them to the Payee. Payee's Reports are prepared for the Payments made in the previous month and submitted to Payees by the 5th day of the month according to the technical conditions of the technical solution of Itella;

3.2.6. submit the Payment Claims to the Payee's bank on the Settlement Day preceding the Payment Date;

3.2.7. inform the banks that have joined the domestic direct debit scheme about the entry into this Agreement.

4. ENTRY INTO PAYER'S AGREEMENTS

4.1. The Bank shall enter into and terminate Payer's Agreements with payers under the terms and conditions set out in Annex 1.

4.2. The Payee has the right to enter into Payer's Agreements with Payers who have accounts in banks that have joined the domestic direct debit scheme if the Bank has granted the relevant right to the Payee with Annex 1 to the Agreement. The Payee has the right to enter into Payer's Agreements only if the Payee uses the online Direct Debit solution as the technical solution offered by Itella.

4.3. The Bank shall inform all other banks that have joined the domestic direct debit scheme of its intention to authorise the Payee to enter into Payer's Agreements. Every bank has the right to prohibit the Bank from authorising the Payee to enter into Payer's Agreements within 2 Settlement Days of receipt of said notice. The Bank has the right to authorise the Payee only if none of the banks that have joined the domestic direct debit scheme have prohibited this in a timely manner.

4.4. The Payee shall use the Payer's Agreement forms approved by Itella and the Bank when entering into Payer's Agreements with the Bank's clients. Payer's Agreements entered into by the Payee must be signed by an employee of the Payer and the Payee.

4.5. When entering into a Payer's Agreement, the Payee shall identify the Payer according to the guidelines established in Annex 2 to the Agreement and keep the Payer's information that is subject to banking secrecy, which has become known to it in the course of the performance of the Agreement, confidential for an unspecified term.

4.6. The Payee shall send the information about the Payer's Agreements it has entered into to Itella through the technical direct debit solution.

4.7. The Payee shall guarantee that the Payer's Agreements entered into by the Payee exist and are archived until the expiry of this Agreement. Upon the expiry of the Agreement, the Payee shall hand over the Payer's Agreements entered into by the Payee during the term of the Agreement to the relevant Payer's Bank on the basis of the relevant certificate.

5. SUBMISSION AND EXECUTION OF PAYMENT CLAIMS

5.1. The Payee shall observe the terms and conditions specified in Annex 1 to the Agreement and submit Payment Claims to Itella through the technical solution at least 2 banking days before the start of the Payment Period or the Payment Date.

5.2. The Payee shall submit Payment Claims to Itella only to the extent of the Payer's debts that have become collectible. Itella shall submit said claims in their full amounts to the banks with whom Payers have entered into Payer's Agreements.

5.3. If an amount has been received in the Payee's account that does not belong to the Payee, the Payee shall notify Itella of the incorrect transfer immediately after it is found and return the amount to the Payer or to the Bank if the Payee's Bank has paid the Payer on behalf of the Payee.

5.4. The Bank shall accept the Payment Claims that comply with the Payer's Agreement for execution by making the Payment in the amount specified in the Payment Claim on the Payment Date to the Payee's account specified in Annex 1 to the Agreement.

5.5. If making the payment in the amount specified in the Payment Claim on the Payment Date is not possible due to the lack of funds in the Payer's account, the Bank shall make the Payment after receipt of the relevant amount during the Term of Payment Claim that starts on the Payment Date.

5.6. If the Payment cannot be made as specified in clause 5.5 of the Agreement, the Bank shall not make the Payment or make a partial payment pursuant to Annex 1 to the Agreement to the extent of the Limit specified in the Payer's Agreement or to the extent of the funds available in the Payer's account.

5.7. The Bank has the right to suspend the processing of or not process Payment Claims, and to cancel any previous Payment Claims sent with the same process if the Bank has reasonable doubts about the authenticity of the Payment Claims sent to the Bank or if processing proves to be impossible due to any other reason independent of the Bank.

5.8. The Payee is aware that the Payer has the right to cancel Payment Claims until the end of the Settlement Day preceding the Payment Date.

6. INFORMATION EXCHANGE

6.1. Upon provision of the Direct Debit Service, the Payee shall inform the Payer in advance of the services provided or goods sold to the Payer and the amount payable therefore.

6.2. The Payee shall inform the Payer of any amendments that affect the Payer and arise from amendment of the terms and conditions agreed in Annex 1 to the Agreement. The Payee shall resolve any complaints arising from the correctness of the details given in the Payment Claim with the Payers.

6.3. The Bank shall refer the complaints, claims and problems concerning the direct debit service that have been submitted by Payers to the Payee.

6.4. The Payee shall inform the Payer if the Bank does not accept the direct debit payer's agreement entered into by the Payee.

6.5. The Payee shall immediately eliminate any errors found in the Payer's Agreements entered into by the Payee and any errors found in the Payment Claims and inform the Payer of such errors if necessary

6.6. The Bank shall inform the Payee of all amendments to the terms and conditions established by the Bank and of any other circumstances that have or may have an impact on the provision of the Direct Debit Service.

6.7. The Payee shall notify the Payers of the termination of this Agreement immediately and in writing.

6.8. The Bank has the right to receive information from the Payee about the terms and conditions of the Payer's Agreements entered into by the Payee, view the original documents of the Payer's Agreements and obtain copies thereof if necessary.

7. SERVICE CHARGE AND PAYMENT THEREOF

7.1. The amount of service charges is established with Annex 3. The Bank has the right to debit service charges from the Payee's service charge account specified in Annex 1.

7.2. The Bank shall debit the service charge for the Payments made in the previous month from the service charge account specified in Annex 1 on the 10th day of each month or on the subsequent banking day if the 10th is a day off or a national holiday.

7.3. In the event of delays in payment (the funds in the account are insufficient on the debiting date specified in clause 7.2), the Bank shall have the right to demand default interest in the amount of 0.15% of the amount outstanding for each day of delay in addition to the service charges.

8. LIABILITY

8.1. The Parties shall be liable for their failure to perform or inappropriate performance of the obligations entered into with this Agreement pursuant to the procedure and to the extent stipulated in legislation, the Agreement and the general terms and conditions of the Bank. A party shall compensate the other party for all damages arising from any breaches of Agreement by the Party.

8.2. The Bank shall not be liable for any direct or indirect damages or other consequences arising from Internet failures or interruptions if these were caused by reasons independent of the parties, such as power cuts, faults in communications lines, natural disasters, general computer system faults, etc.

8.3. The Payee shall be liable for the data contained in Payment Claims being correct and shall immediately eliminate any errors.

8.4. The Payee shall be liable for the right to use the technical solution of Itella granted to its employees and the operations performed by the employees who hold such rights.

8.5. The Payee shall be liable for the damages caused to the Bank or a Payer or a third party as a result of insufficient performance of the identification requirements stipulated in clause 4.5 of the Agreement or a breach of the obligation to maintain information subject to banking secrecy.

9. CONFIDENTIALITY

9.1. Neither party may disclose the information that concerns the Agreement or has been obtained from the other party on the basis thereof to third parties without the consent of the other party. Companies belonging in the same group as the party, auditors and supervising agencies shall not be deemed to be third parties.

9.2. Pursuant to the definition of information subject to banking secrecy given in the Credit Institutions Act, the parties shall keep confidential any information that concerns the data of the Bank's clients that has become known to the Bank in the course of the entry into or performance of the Agreement.

10. TERM, AMENDMENT AND EXPIRY OF THE AGREEMENT

10.1. The Agreement shall enter into force from the moment of signing and has been entered into for an unspecified term.

10.2. The Bank has the right to amend the terms and conditions of the Agreement unilaterally by notifying the Payee thereof in advance pursuant to the procedure and by the deadlines set out in the general terms and conditions of the Bank. The Payee has the right to cancel the Agreement during the introduction period if the amendments are not acceptable for the Payee whilst all the obligations arising from the Agreement must be performed in advance of such cancellation. If the Payee has not cancelled the Agreement within this deadline, it shall be deemed that they consent to the amendments.

10.3. If the Payee wishes to amend the terms and conditions stipulated in Annex 1 to the Agreement (except for changing the representatives of the Payee) and the Payee submits the relevant application to the Bank, then the Bank shall send the number of the Agreement and the terms and conditions of Annex 1 the amendment of which has been requested to the other banks that have joined the Domestic Direct Debit Scheme not later than on the next Settlement Day following receipt of the application.

10.4. Each bank has the right to submit their opinion about the amendment of the terms and conditions of Annex 1 to the Agreement within 2 Settlement Days of receipt of the details specified in clause 10.3. The opinion shall be submitted only to the Payee. The Bank shall have the right to decide whether or not to amend the terms and conditions within 4 Settlement Days of receipt of the application specified in clause 10.3. The Bank shall immediately notify the Payee of its decision.

10.5. Either of the Parties may cancel the Agreement by notifying the other party thereof in writing at least 1 month in advance whilst making sure that the Agreement expires after the end of the Payment Period. Entry into new Payer's Agreements in favour of the Payee shall be terminated from the time the notice is given.

10.6. A party to the Agreement has the right to cancel the Agreement without notice if the other party is in serious breach of the obligations entered into with this Agreement.

10.7. The Bank has the right to terminate the Agreement without notice if:

10.7.1. the opinion given by another bank about the Payee on the basis of clause 11.1 of the Agreement is negative;

10.7.2. the Payee owes the Bank the service charges payable under the Agreement for at least three consecutive calendar months;

10.7.3. the framework contract that is the basis of the Domestic Direct Debit Scheme expires or is cancelled;

10.7.4. the Payee has not submitted any Payment Claims to the Bank for 13 months.

10.8. Upon the expiry of this Agreement, the Bank has the right to unilaterally cancel any active Payer's Agreements, which have been entered into in favour of the Payee at the given moment in time.

10.9. Termination of the Agreement shall not affect the collectability or satisfaction of the monetary claims that have arisen prior to the termination of this Agreement. The Bank shall execute all correct Payment Claims sent by the Payee before the expiry of the Agreement. The Payee shall pay the Bank for all executed Payments pursuant to clause 7 of the Agreement.

10.10. The Bank and the Payee shall proceed from the general terms and conditions of the Bank in all relations not regulated with the Agreement.

11. OTHER TERMS AND CONDITIONS

11.1. The Payee shall grant its consent to the Bank for disclosure of the Payee's data specified in clauses 11.2.1 to 11.2.6 of the Agreement to all other banks that have joined the Domestic Direct Debit Scheme for giving an opinion about the Payee and agree to said data being processed by the other banks. The Payee shall grant all the banks that have joined the Domestic Direct Debit Scheme its consent to disclose information subject to banking secrecy to the Bank when giving their opinion about the Payee.

11.2. Starting from the entry into this Agreement, the Payee shall permit disclosure of the following details of the Payee arising from Annex 1 to the Agreement to Itella required for use of the technical solution:

11.2.1. name and registry code of the Payee or the personal identification code of a Payee who is a natural person;

11.2.2. name of the Direct Debit Service (the Payee's name);

11.2.3. debiting period;

11.2.4. permission to debit partial amounts;

11.2.5. permission for repeat debiting and the maximum number of repeat debiting within one debiting period;

11.2.6. Payment Limit and its size;

11.2.7. representatives of the Payee in the performance of the Agreement, their names and personal identification codes;

11.2.8. banks with which the Payee has entered into intrabank direct debit agreements;

11.2.9. the unique reference of the Payer by the Payee;

11.2.10. permission to enter into Payer's Agreements with natural persons by the Payee.

11.3. The Payee shall permit Itella to disclose the data specified in clauses 10.2.1 to 10.2.6 of the Agreement on the Itella website.