

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

Valid as of 22.05.2010

1. CONTENT OF THE AGREEMENT

The 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. Direct Debit has the following sub-types:

Periodic Direct Debit with Variable Amount – 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.

Periodic Direct Debit with Fixed Amount – 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 generated periodically (usually once a month) by the Bank.

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.

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.

Payment Claim – the claim submitted by the Payee to the Bank 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.

3. DIRECT DEBIT PROGRAM

3.1. The operations required for provision of the Direct Debit service shall be performed through the Internet-based Direct Debit program developed by the Bank.

3.2. The Payee shall enter into the SEB Corporate Client's Internet Bank agreement with the Bank in order to use the Direct Debit program.

3.3. The Payee shall define the employees who may use the Direct Debit program and the rights of the employees in the use of the Direct Debit program in the SEB Corporate Client's Internet Bank.

3.4. The employees who have been defined as users shall enter into SEB Internet Bank agreements with the Bank in order to use the Direct Debit program.

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 and terminate payer's agreements with payers if the Bank has granted them such a right with Annex 1 to the Agreement. The Payee shall use the Payer's Agreement forms approved by the Bank or the Payer's Agreement forms printed out from the Direct Debit program to enter into Payer's Agreements. Payer's Agreements entered into by the Payee must be signed by an employee of the Payer and the Payee.

4.3. 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.

4.4. The Payee shall send the information about the Payer's Agreements it has entered into to the Bank through the Direct Debit program. The Payer's Agreements entered into by the Payee shall enter into force upon receipt of the Bank's confirmation.

4.5. 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 Bank on the basis of a certificate.

5. SUBMISSION AND EXECUTION OF PAYMENT CLAIMS

5.1. The Payee shall adhere to the terms and conditions set out in Annex 1 to the Agreement and submit their Payment Claims to the Bank not later than 2 days before the start of the Payment Period. In the case of Non-periodic Direct Debits, the Payee shall send the Payment Claim to the Bank not later than 2 days before the Payment Date.

5.2. The Bank shall accept the Payment Claims submitted by the Payee and checks the compliance of the Payment Claims with the terms and conditions of the Payer's Agreement. The Bank shall not execute the Payment if the Payment Claim does not comply with the terms and conditions of the Payer's Agreement. Information about Payment Claims with errors is available to the Payee in the Direct Debit program.

5.3. The Bank shall generate Payment Claims according to the terms and conditions of the Payer's Agreement if a Periodic Direct Debit with Fixed Amount has been agreed with the Payee. The Payee has the right to change the amount of a Payment Claim by notifying the Bank thereof through the Direct Debit program not later than 2 days before the Payment Date.

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 specified in Annex 1 to the Agreement that starts on the Payment Date, but not later than on the end date of the Payment Period.

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 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. Service charges shall be established pursuant to Annex 1.

7.2. The Bank has the right to debit service charges specified in Annex 1 from the service charge account. The Bank shall debit the service charge payable for payments made in the previous month from the service charge account specified in Annex 1 on the 10th calendar day of the month.

7.3. The Payee shall pay default interest in the amount of 0.15% of the outstanding amount from the service charge account specified in Annex 1 in addition to the service charges if the funds available in the account are insufficient for payment of 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 communication lines, natural disasters, general computer system faults, etc.

8.3. The Payee shall be liable for the right to use the Direct Debit program granted to its employees and the operations performed by the employees who hold such rights.

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

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 4.3 of the Agreement or a breach of the obligation to maintain information subject to banking secrecy.

9. TERM, AMENDMENT AND EXPIRY OF THE AGREEMENT

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

9.2. 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.

9.3. 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.

9.4. 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.

9.5. The Bank has the right to terminate the Agreement without notice if the Payee has failed to pay the service charges set out in the Agreement to the Bank for at least three consecutive months or if the Payee has not submitted any Payment Claims to the Bank for 13 months.

9.6. 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.

9.7. 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.

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