

PayEx Sales Partner Agreement

General terms (23/10/2018)

1. Background

These general terms apply to Sales Partner Agreements signed by PayEx and constitute an appendix to such agreements.

2. 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. PayEx is entitled to present the other Party by means of its name and logo on its own website and in other marketing materials.

3. 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.

4. Liability

4.1

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. PayEx 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.

4.2

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

4.3

If Sales Partner sustains damage for which PayEx is liable, and which is not reimbursed by PayEx, 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.

4.4

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.

5. 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.

6. 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.

7. Confidentiality

7.1

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.

7.2

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.

7.3

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 fulfill the obligations according to the Agreement.

7.4

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
 - (i) information that is generally known or that becomes generally known in a way other than through a breach of the content of the Agreement by a Party,
 - (ii) information that a Party can demonstrate it was already aware of before the Party received it from the other Party,
 - (iii) 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
 - (iv) 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.

7.5

The Merchant hereby grants PayEx authority, on the Merchant's behalf, to receive information from a third party, such as a Redeemer, regarding the information provided to PayEx as part of PayEx's assignment in relation to the Merchant.

8. 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.

9. Obligations

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.

10. Processing of personal data

10.1

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..

10.2 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, PayEx 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.

10.3

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

10.4

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

More information about the way in which PayEx processes personal data and contact information can be found at www.payex.fi/henkilotietosuojaa.

10.5 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.

The Sales Partner accepts that the personal data in question may be used for statistics and analysis, e.g. enabling decision making concerning appropriate measures in connection with collection.

10.6

It can occur that PayEx, 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 PayEx 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 PayEx, whichever is responsible for breaching the law, shall indemnify the other Party for the loss or damage that the injured party hereby incurs.

10.7

In its capacity as data processor, PayEx undertakes to ensure that the processing of personal data takes place in accordance with applicable legislation. At this, PayEx 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.

10.8

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.

11. 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 7 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.

12. Subcontractors

PayEx is always entitled to employ subcontractors to perform its services.

13. 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.

14. Transfer

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

15. 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.

16. Disputes

16.1

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

16.2

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 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.

16.3

The 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.