

GENERAL TERMS AND CONDITIONS OF THE COOPERATION AGREEMENT

The undersigned Customer is entitled to use the services of his/her choice in accordance with the general terms and conditions of the cooperation agreement and the specific terms and conditions for each service.

GENERAL TERMS AND CONDITIONS

1. The Customer authorises Resonia, or a designated person of a collection agency appointed by it to carry out all the operations necessary for the performance of the service in question and the mandate.
2. The contract shall enter into force after the assignment and shall remain in force until the assignment has been completed and the contractual obligations have been fulfilled.
3. The Customer is obliged to provide Resonia, without delay and within the requested time, with all authorisations, other documents and information required for the execution of the collection and to information related to the execution of the order.
4. The client is responsible for the adequacy and accuracy of the information and documents provided and for the legal basis of the mandate. The client shall be liable for any damage caused by the use of incorrect or incomplete information or documents.
5. Resonia has the right not to accept an assignment offered to it and later to suspend the collection or terminate the case and return the case to the Customer. Resonia shall then inform the Customer of the reasons for the refusal or suspension.
6. Fees and charges are determined in accordance with these Terms and Conditions and Resonia's separate price list in force. Resonia reserves the right to change its price list. The prices shall be subject to VAT at the rate in force from time to time. If the Customer does not have the right to deduct VAT or if the Customer's right to deduct VAT ceases, Resonia must be informed.
7. Resonia shall account for the Customer's funds received by Resonia at the rate it applies to the Customer.
8. Resonia shall be entitled to invoice the fees for the measures performed and the expenses incurred for the measures at the applicable invoicing interval after the measures have been performed. Invoices sent by Resonia shall be payable within 14 days from the due date and shall bear interest at the rate of 10.5% from the due date to the date of payment.
9. Resonia shall be entitled to deduct from the funds received by the Customer the expenses, fees and charges incurred for the execution of the Orders, together with interest to the date of the invoice. The right of deduction also exists between the different services provided by Resonia. Resonia will inform the Customer of the deduction at the time of the statement of account.
10. Resonia is immediately entitled to add to the fees and charges in the Service Price List any new or increased fees and charges resulting from legislation and official regulations, as well as increased postage costs, whether in Finland or in another country. Resonia shall also have the right to immediately change its pricing and service processes in the event that changes in legislation, government regulations or case law affect the pricing of the services criteria or the service process. Resonia will inform the Customer of any change.

11. Resonia shall be entitled to demand an advance payment from the Client if it deems it appropriate, irrespective of the stage of the performance of the Assignment. The advance may also be charged from the Client's funds taken over.

12. For those services that require the Customer to log in via the Internet, Resonia will provide the Customer with the necessary user IDs. The Customer shall designate the access rights holders and shall be obliged to inform Resonia of any changes in the access rights holders. The Customer shall be responsible for all actions taken with the User IDs provided to the Customer. The Customer shall not be entitled to disclose the User IDs to anyone other than the designated access right holders without Resonia's written consent. Resonia shall have the right to immediately terminate the User IDs upon termination of the Agreement, upon discovery that the User IDs are in the possession of a third party or upon discovery that the User IDs are being used in violation of the Agreement.

13. The client has the right to receive a report on pending orders. Reporting is done electronically.

14. Resonia does not guarantee or assume any responsibility for the success or suitability of the collection or other service for the Customer's needs. Any estimates of success or outcome are based on experience and statistical data and are not binding.

15. If the Customer fails to make due payments to Resonia, or otherwise materially breaches its obligations under the Agreement, such as providing the requested information without delay, or if compliance with the Agreement is materially compromised for reasons attributable to the Customer, Resonia shall have the right to suspend the continuation of the Service or terminate this Agreement and invoice the Customer for its claims. The same shall apply if it becomes apparent that the Customer is engaged in ethically or legally questionable business activities. In this case, Resonia shall have the right to suspend any further action. In this case, collection shall continue until the Customer has fulfilled its obligations under the Agreement. The exercise of the right of suspension does not exclude the right to terminate the contract.

16. At the end of the contract, Resonia has the right to invoice all its outstanding claims.

17. Resonia is not liable for damage or consequences that are directly or indirectly dependent on measures taken by public authorities, strikes, wars or other circumstances beyond its control, or the prevention of which would require financially or otherwise disproportionate measures compared to the damage caused (force majeure).

18. Resonia is not liable for consequential damages, regardless of the nature and cause of the damage or loss. Resonia's liability is in any case limited to the amount paid by the Customer to Resonia for the use of the service.

19. Resonia has the right to keep copies of the Customer's order data collected in the various service forms and to use, utilise and otherwise process in its business activities the information collected in connection with the Customer's orders regarding the payment behaviour of the Customer's customers. The processing, storage and use of such data shall be subject to the provisions of applicable law.

20. Resonia shall be entitled to retain possession of the material it has produced until the Customer has paid to Resonia all amounts due from the Customer, together with interest and costs.

21. Resonia has the right to assign this Agreement and its rights and obligations to a third party.

22. Resonia has the right to use subcontractors in the provision of the services under this Agreement. Resonia shall be responsible for the work performed by its subcontractors as if it were its own, unless otherwise agreed in the Special Conditions or otherwise.

23. The client is responsible for ensuring that all information disclosed for the purpose of carrying out the mandate is available without restriction for the purpose of carrying out the mandate.

24. The Parties undertake to keep confidential any business secrets and confidential information of which they become aware. Where the law requires disclosure of information to the authorities, a Party shall have the right to disclose such information.

25. The Client is obliged to immediately notify Resonia of any change in the legal form of the company, the name of the company, the existence of the company, the members of the general partnership and limited partnership, as well as the liquidation or bankruptcy of the company.

26. All intellectual property and proprietary rights in the material created and/or provided in connection with the provision of the Services, regardless of its nature, belong exclusively to Resonia or a third party. The Customer shall have a limited, non-exclusive, and non-transferable right of use of the aforementioned material. The right of use may not be transferred without written consent. For the avoidance of doubt, it is not the intention of the cooperation agreement to transfer any intellectual property rights owned by one party at the time of the agreement to the other party.

27. Resonia has the right to develop and change the content of its Services without the Customer's consent, provided that the basic operation of the Services is not materially changed. Any material change to the Services due to changes in legislation or regulatory requirements shall entitle the Customer to terminate the Agreement with immediate effect. Neither party shall be obliged to compensate the other in any respect in this situation.

28. Resonia has the right to unilaterally amend these Terms and Conditions. The Customer must be notified of the change in writing at least one month before the change comes into force. If the changes are material for the Customer, the Customer shall have the right to terminate the contract with effect from the date of entry into force of the changes. The Customer shall be bound by the changes to the Agreement unless the Customer terminates this Agreement within thirty (30) days of notification of the change.

29. Complaints in connection with an individual Order must be made within thirty (30) days of the termination of the Order and the Customer has been informed thereof or the information has been made available to the Customer, under penalty of forfeiture of the right to lodge a complaint.

30. Under the Money Laundering Act, a Resonia must report a suspicious transaction or suspected terrorist financing to the Money Laundering Reporting Centre and suspend the transaction for further investigation or refuse the transaction. In this case, a customer relationship cannot be established, a business relationship cannot be maintained and claims due to the customer cannot be paid if the necessary steps to know or identify the customer or the beneficial owner cannot be taken. Resonia shall not be liable for any delay in the settlement of funds, or any other damage caused to the Customer because of the filing of a money laundering report, the interruption of a transaction or the refusal of a transaction. If, after the signing of the

Agreement, the Customer becomes the owner of a beneficial owner as defined in the Money Laundering Act or a politically influential person becomes a director, manager or beneficial owner of the Customer, the Customer must notify Resonia immediately.

31. This Agreement shall be governed by Finnish law. Any disagreement concerning this Agreement shall be settled primarily by negotiation. Any disputes arising out of this Agreement and cooperation shall, if necessary, be finally settled by the Helsinki District Court. The Customer shall have the right to bring an action before the lower court of the place where he/she is domiciled.

SPECIFIC CONDITIONS PER SERVICE:

RECOVERY SERVICE

1. Resonia undertakes to carry out the Customer's collection task in Finland upon receipt of the mandate.

2. However, the one-off recovery agreement does not cover measures relating to debt restructuring, reorganisation, or bankruptcy of individuals, unless expressly agreed between the parties.

3. The customer is responsible for ensuring that the claim submitted or transferred for collection is fully recoverable. The customer is also responsible for ensuring that the debtor is identified with sufficient accuracy. Resonia is not obliged to verify the recoverability of the claim before taking action. The Customer undertakes that the Customer or Resonia will send at least one reminder to the debtor prior to collection.

4. Resonia has the right to make a payment plan without the Customer's prior consent.

5. The client must indicate whether the debtor has contested the claim when giving the instruction. The Client undertakes to inform Resonia without delay of all payments made directly to the Client by the debtor, as well as of any credits and refunds, disputes of claims and other changes that have an impact on the execution of the Order.

6. Debt payments accrued on the mandate shall be allocated in the following order: recovery and legal costs plus interest, interest accrued on the principal up to the date of payment, principal of the debt. If another order of allocation is required by law, the order required by law shall be followed.

7. Resonia shall be entitled to claim on behalf of the Customer from the debtor collection and legal costs and interest in accordance with the law, which shall be retained by Resonia as a fee.

8. Resonia has the right to deduct the contractual fees from the funds to be invoiced to the Client.

9. Resonia shall be entitled to charge the Customer interest on any legal costs and other accrued expenses awarded in the case until the date of the settlement of the funds. Any legal costs awarded in the case which Resonia retains as the Customer's agent, as well as the aforementioned interest, may also be deducted from the funds to be accounted for.

10. In the collection of a business claim, Resonia shall not collect the standard fee specified in the Act on the Collection of Claims if Resonia's collection costs exceed the amount of the standard fee.

11. In the event of termination of the Agreement or an individual Assignment, or in the event of the Customer cancelling the Assignment or otherwise preventing the performance of the Assignment, Resonia shall be entitled to charge the Customer for the contractual costs and fees incurred in connection with the activities performed, including any unpaid fees claimed from the debtor.

12. The customer has the right to receive general legal advice by telephone concerning the recovery procedure and matters covered by the recovery legislation.

13. Subsequent collection shall commence when the claim has been the subject of a credit limit recommendation, sixty (60) days have elapsed since the registration of the order and the claim has not been transferred to judicial collection after voluntary collection, when judicial collection has been terminated without result or when the commencement of subsequent collection has been agreed in the collection process.

14. The commencement of subsequent collection of a claim means that Resonia is authorised by the Customer to take the measures it deems necessary to collect the claim. Resonia shall have the right, inter alia, to initiate legal collection, to enter into a chord or any other agreement that Resonia deems justified. Resonia shall not be obliged to obtain an attachment of the claim, to take any action for recovery against an unknown debtor or to take any other action it deems unnecessary.

15. Resonia shall account to the Customer fifty (50) percent of the accrued principal and interest in the case of subsequent collection, or any other amount specified in the price list and shall keep the remaining funds collected as a collection fee, which shall cover the costs of subsequent collection, with the exception of the enforcement fee, which shall be borne by the Customer. If the debtor pays a debt in arrears directly to the Customer, the Customer undertakes to immediately notify Resonia of all funds received from the debtor. Resonia shall be entitled to charge a commission in accordance with the Price List for all payments made directly to the Customer.

16. If the Customer cancels an order in the Subsequent Collection or otherwise prevents the Subsequent Collection from taking the measures deemed necessary by the Subsequent Collection or transfers the claim subject to the order to a third party, Resonia has the right to terminate the execution of the order and to charge the Customer collection costs in accordance with the law (Collection Costs under Section 10 of the Act on the Collection of Claims).

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SPECIAL CONDITIONS:

LEGISLATIVE BUSINESS

1. Resonia shall perform the identified tasks in Finland as set out in the Customer's separate mandate.
2. The client must provide in good time all information and documents relating to the execution of the mandate. Resonia shall not be liable for any damage or loss of rights resulting from documents submitted too late or from incorrect, unclear, or incomplete information or documents.
3. Resonia shall reimburse the Customer for the expenses paid by the other party, provided that the Customer has paid these expenses to Resonia.

PROCESSING OF PERSONAL DATA

Resonia and the Customer undertake to comply with the applicable data protection legislation in connection with the services under the Cooperation Agreement, including the General Data Protection Regulation ((EU) 2016/679) of the European Union as of its application from 25 May 2018. The data protection legislation defines the roles of the parties involved in the processing of personal data. The controller is the entity that determines the purposes and means of the processing of personal data. A processor processes personal data on behalf of the controller.

ABOUT

Both parties act as independent data controllers. The Parties undertake to process the personal data subject to the register in connection with this cooperation agreement in accordance with the applicable legislation. The Parties shall implement appropriate technical and organisational safeguards to ensure the security of the processing of personal data.

CONFIDENTIALITY

Each Party undertakes to keep the personal data received from the other Party confidential and secret and to inform all parties involved in the processing of such personal data of the confidential nature of such personal data. The Parties shall ensure that all persons involved in the processing of such personal data have signed an appropriate confidentiality agreement and/or are otherwise bound by confidentiality obligations. However, the above confidentiality obligation shall not apply where a Party has a legal obligation or right to disclose information.