
GENERAL TERMS AND CONDITIONS
- EKN ONLINE

TABLE OF CONTENTS

STRUCTURE OF THE ONLINE SERVICES AGREEMENT	1
EKN ONLINE – GENERAL.....	1
1. THE SERVICE	1
2. USE OF EKN ONLINE	2
3. EXECUTION OF DIGITAL MATTERS	2
4. STORAGE AND PROCESSING OF INFORMATION RECEIVED BY EKN.....	3
5. AUTHORITIES AND AUTHORISATIONS	3
EKN ONLINE SECURITY SYSTEM	7
6. TECHNICAL CONDITIONS	7
7. MISUSE OR RISK OF MISUSE.....	8
8. EKN’S RIGHT TO BLOCK A USER.....	9
9. ENCRYPTION AND ENCRYPTION PROHIBITION	10
OTHER TERMS AND CONDITIONS OF CONTRACT	10
10. RESPONSIBILITY AND OBLIGATIONS.....	10
11. PROCESSING OF PERSONAL DATA	12
12. CHANGE IN THE SERVICE AND AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS FOR EKN ONLINE	12
13. TERMINATION OF THE AGREEMENT.....	13
14. INTELLECTUAL PROPERTY RIGHTS.....	13
15. NOTICES	13
16. GOVERNING LAW	14
17. DEFINITIONS AND EXPLANATIONS OF TERMS	15

This is a translation of the Swedish text of the General Terms and Conditions for EKN Online. In the event of inconsistency or discrepancy between the Swedish version and the English version of these terms and conditions, the Swedish language version shall prevail. The Swedish version of General Terms and Conditions for EKN Online may be read and downloaded at EKN’s website, www.ekn.se.

STRUCTURE OF THE ONLINE SERVICES AGREEMENT

An Online Services Agreement for EKN Online comprises:

- Online Services Agreement for EKN Online
- General Terms and Conditions – EKN Online
- Power(-s) of Attorney for EKN Online

By signing the Online Services Agreement for EKN Online the Account Holder confirms that they have read and accepted these terms and conditions, which form part of the agreement.

Information about using EKN Online may be found on EKN's website. EKN Online also includes help texts for the various functions.

EKN ONLINE – GENERAL

1. THE SERVICE

EKN Online is EKN's internet-based electronic system for applying for and administering the guarantee products available online. Using EKN Online, Users can perform the following actions on behalf of Account Holders.

- Administer the Business Account (including allocating Users Business Authorisation and Restricted Authorisation)
- Apply for guarantees
- Request amendment of or revoke an application for guarantee
- Request a guarantee when an offer has been issued
- Approve and sign a guarantee agreement
- Notify effective date of a guarantee
- Report performance
- Notify non-payment / delayed payment
- Notify received payments
- Request amendment or waiver of guarantee terms or of a guarantee agreement
- Claim compensation
- Report a transfer of rights under the guarantee and the contract that has been guaranteed, and also give consent to disclosure of relevant information to the transferee
- Temporary intermediate storage of information and documents, such as draft guarantee applications
- Send in appendices, supplementary information and other information required from time to time
- Send messages to EKN and receive messages from EKN
- Take other actions from time to time necessary or otherwise permitted under relevant guarantee conditions, applicable law or other statute.

Using EKN Online, the Account Holder, via their Users, can also monitor administration of Matters and receive information and documents that the Account Holder has sent to EKN, and that EKN has drawn up and executed in relation to Matters.

2. USE OF EKN ONLINE

EKN Online is accessed via EKN's website when the User logs in to the Account Holder's Business Account on behalf of the Account Holder using electronic identification. EKN Online may only be used by a User who is authorised to act on behalf of the Account Holder.

The Business Account gives the Users access to a secure digital Workspace that can be used by the Users when preparing a Matter. The intention is that use of the Workspace will simplify and make it easier for the Account Holder to draw up complete guarantee applications and manage their day-to-day dealings with EKN. The aim is also that Users should be able to temporarily save their drafts, for example guarantee applications, before they are sent to EKN, enabling Users to retrieve earlier material and continue the process at a later date.

Information already filled in by EKN in certain documents, e.g. guarantee applications, must be checked by the Users.

EKN may not access, use or exercise control over information that the Users have uploaded or otherwise have in their Workspace in EKN Online.

Only EKN's technical staff may be given authorisation allowing them access to information in the EKN Online Workspace. Access may only be given to employees and persons who are engaged or similarly involved in EKN's operations, and who are therefore bound by the same duty of confidentiality as EKN employees.

EKN must inform its staff that they may not disclose or otherwise use information that they happen to read or otherwise have access to on the Workspace in EKN Online when, for example, they rectify errors in the system or perform information security actions.

Temporary storage of information and documentation in Workspace is for a limited time only, and all drafts that have been started (including uploaded appendices) will be automatically deleted six (6) months after the draft was last saved. Removal of drafts may also occur upon change of EKN's processes and templates. The Account Holder must also ensure that the Users remove information in EKN Online in accordance with section 7 below.

If information saved by a User in Workspace in EKN Online is administered in such a way that it becomes official information (allmänna uppgifter) at EKN, contrary to these terms and conditions, as a result of crime, mistake, error in the online service or for similar reasons, EKN must erase that information without delay in accordance with an erasure decision issued by EKN, unless to do so would be contrary to law or statute.

In the Business Account, Users can, in addition of using the Workspace, also monitor processing of Matters and gain access to information and documents concerning the Account Holder.

3. EXECUTION OF DIGITAL MATTERS

A User's request on behalf of the Account Holder to have an action dealt with via EKN Online, e.g. a guarantee application, and its further processing, is termed a digital "Matter".

When a User has sent in a Matter, and where applicable signed it, the User has approved the Matter.

4. STORAGE AND PROCESSING OF INFORMATION RECEIVED BY EKN

EKN stores and manages information it receives via EKN Online, e.g. in conjunction with digital Matters, in accordance with applicable laws and statutes (including the Freedom of the Press Act (1949:105), the Archives Act (1990:782) and the Public Access and Secrecy Act (2009:400) (as amended, recast, supplemented or superseded from time to time)). Among other things, this means that EKN may not dispose of information and documents it has received without the sanction of law or regulations issued by the government (or a competent public authority) or a specific decision by the government. EKN may erase certain types of information and documents in accordance with an EKN erasure decision.

Information temporarily saved by the Account Holder in Workspace in EKN Online is not considered to have been received by EKN. Information saved temporarily in Workspace is deleted automatically in accordance with section 2, paragraph 7.

5. AUTHORITIES AND AUTHORISATIONS

5.1. Powers of Attorney

When the Online Services Agreement is signed, the Account Holder must issue an authority to one or more Users to give them Account Administrator Authorisation. The Account Administrator can then, on behalf of the Account Holder, allocate additional Users Business Account Authorisations (see section 5.3 below) or Restricted Authorisations (see section 5.4 below) to carry out Matters on behalf of the Account Holder. However, an Account Administrator cannot appoint other Account Administrators. If a User is connected to several Business Accounts, a power of attorney is required for each Business Account.

Powers of Attorney must be issued in accordance with EKN's instructions for powers of attorney. A Power of Attorney for an Account Administrator must be signed by an authorised representative of the Account Holder and sent to EKN, which registers the Power of Attorney in EKN Online, after which the User can use the authorisation. In the same way, after the Online Services Agreement has been signed, the Account Holder can also issue a Power of Attorney to a new Account Administrator.

Upon termination of a Business Account, the Account Holder may choose that the Account Administrator shall not have the authority to allocate additional Users authorisation to the Business Account as described in the above paragraphs. All authorisations for Users must then be assigned by powers of attorney signed by authorised representatives of the Account Holder and sent to EKN.

A list of all Account Administrators, Users with Business Account Authorisation and Users with Restricted Authorisation is available at the Business Account.

5.2. Account Administrator Authorisation

An Account Administrator has authorisation to administer the Business Account on behalf of the Account Holder, and can:

- Allocate Users Business Account Authorisation and Restricted Authorisation by issuing a Power of Attorney (provided that the Account Holder has not chosen to restrict this possibility for the Account Administrator according to section 5.1, paragraph four);
- Revoke a Power of Attorney (Account Administrator Authorisation, Business Account Authorisation and Restricted Authorisation);
- Terminate EKN eID for a User that has been ordered by the Account Holder;
- Amend contact details and other company information concerning the Account Holder
- Change the way the Account Holder is invoiced;
- Terminate the Online Services Agreement and close a Business Account; and
- Take other actions required from time to time for administration of the Business Account and/or to ensure that Users have access to the Business Account.

An Account Administrator also has all the authorisations that a User with Business Account Authorisation has.

5.3. Business Account Authorisation

Users with Business Account Authorisation have authorisation on behalf of the Account Holder to apply for guarantees, approve and sign guarantee agreements, notify changes relating to the Account Holder's transactions and represent the Account Holder in connection with indemnification and all other relevant respects vis-à-vis EKN relating to EKN's guarantees. Users with Business Account Authorisation can perform all actions that are mentioned in section 1 above and that do not require Account Administrator Authorisation under the preceding section 5.2.

5.4. Restricted Authorisation

Users with Restricted Authorisation have authorisation on behalf of the Account Holder to receive all information available at the Business Account, perform tasks in the Workspace and can:

- Create draft applications (however not sign and submit)
- Initiate amendment of an application (however not sign and submit)
- Request a guarantee when an offer has been issued
- Report performance
- Request that a guarantee take effect
- Report a transfer of rights under the guarantee and the contract that has been

guaranteed, and also give consent to disclosure of relevant information to the transferee

- Notify non-payment / delayed payment
- Notify received payments
- Send in information on settlement of premium and reduction of commitments (only in respect of the Letter of credit guarantee)
- Send in appendices, supplementary information and other information required from time to time, and when signature is not needed.

A User with Restricted Authorisation does not have the authorisation to sign documents (e.g. an application for guarantee or a guarantee agreement) on behalf of the Account Holder.

5.5. Change in Power of Attorney

If the Account Holder wishes to change a User's authorisation, a new Power of Attorney must be created, replacing the previous Power of Attorney.

5.6. Expiry Date and Revocation of Power of Attorney

A Power of Attorney is valid until the Account Holder revokes it.

When opening a Business Account, the Account Holder can choose to apply time-limited Powers of Attorney for the Business Account, whereby an issued Power of Attorney will be valid until and including the Expiry Date specified therein (if not revoked prior to such date).

The Account Holder can revoke an authority digitally in EKN Online via an Account Administrator or by notifying EKN of this in writing (by letter or e-mail) or orally.

If notification of revocation is given in writing, the User's access to the Business Account will be blocked without delay following the receipt of the notification.

If notification of revocation is given orally, this must be followed by a written confirmation (by post or e-mail) by the Account Holder. However, the User's access to the Business Account will be blocked without delay following oral notification.

When a Power of Attorney is revoked via EKN Online, the Account Holder is responsible for ensuring that the revoked Power of Attorney is no longer registered in the list of Users. If, when the Account Holder checks, the revoked Power of Attorney is found to still be in place, the Account Holder must immediately contact EKN.

If the Account Holder terminates the Online Services Agreement, this will be regarded as a revocation of all Powers of Attorney issued pursuant to the agreement.

When a Power of Attorney has been revoked (including any written confirmation by the Account Holder), the User's authorisation will be removed from the Business Account.

The Account Holder is responsible for all actions taken by the User until EKN has

been notified that a Power of Attorney has been revoked. The Account Holder is also responsible for all future actions that are registered/approved by a previous User with Power of Attorney before revocation or the Expiry Date, if EKN is not notified that the actions are to be cancelled. If such notification is given orally to EKN, the Account Holder must then confirm their request in writing (by post or e-mail).

5.7. Right to sign documents on behalf of the Account Holder

At opening of a Business Account, the Account Holder must state if Users, on its behalf may sign documents related to EKN's guarantees alone or jointly with another User holding Account Administrator Authorisation or Business Account Authorisation. The choice the Account Holder makes regarding the right to sign documents will apply equally to all Users with Account Administrator Authorisation and Business Account Authorisation to the Business Account.

When a User with right to sign documents related to EKN's guarantee jointly with another User, initiates signing of a document in EKN Online, a second signature from a User holding Account Administrator Authorisation or Business Account Authorisation is required before submission of the document to EKN through EKN Online.

5.8. Transfer of rights

If the Account Holder chooses to transfer rights under the guarantee agreement or the contract that is guaranteed, the Account Holder gives the transferee authorisation to receive the information required to carry out and manage the transfer and the rights.

The information is made available to the transferee via the transferee's own Business Account, solely at the request of the Account Holder and after the Account Holder has given necessary consent.

5.9. Digital documents and electronic signatures

Once the Account Holder has joined EKN Online, EKN will send documents and other information to the Account Holder via EKN Online. The documents sent digitally have the same legal force as if they had been sent to the Account Holder by post.

If considered expedient or necessary, then, instead of using EKN Online, EKN is entitled to send documents and other information as hard copy by post or by e-mail to the Account Holder.

In EKN Online, documents are signed with electronic signatures and an electronic signature on such a document shall have the same legal effect, validity and enforceability as a handwritten signature.

EKN ONLINE SECURITY SYSTEM

6. TECHNICAL CONDITIONS

6.1. Equipment and access conditions

To be able to use EKN Online, the Account Holder must establish a data communication link with EKN. The Account Holder themselves must establish the link and is responsible for the costs incurred in so doing, as well as acquiring, installing, adjusting and maintaining necessary equipment.

In addition, the Account Holder must arrange for necessary modifications of the Account Holder's equipment to be carried out, both for communication with EKN and for continuing operation.

EKN reserves the right, without notifying the Account Holder, to make modifications from time to time to EKN's data equipment, basic software and processes relating to them, in order to assure the best possible operation and service. Notice of modifications that require the Account Holder to make modifications to maintain the connection/access will be given in writing, via EKN Online or in some other manner.

6.2. Data security

EKN uses the following Electronic Identification Systems for online login and signature in EKN Online: Swedish BankID, Expisoft e-service identification (Expisoft), e-identification approved under the eIDAS Regulation and EKN eID.

BankID is the standard Electronic Identification System for Users with a Swedish ID number (*personnummer*). BankID requires that the User has installed the BankID security program or BankID security app, and ordered a personal BankID from the bank of which the User is a private customer.

Expisoft is an Electronic Identification System for Users who are employed by an Account Holder with a Swedish registration number, but who do not have a Swedish ID number (*personnummer*). Use of Expisoft requires the User to apply for and receive an e-service identification from Expisoft, and install a security program on the computer on which the e-service identification will be used. Users cannot use Expisoft e-service identification installed on a smart card for authentication and signature in EKN Online.

The eIDAS Regulation enables users from EU member states to use national e-identifications when logging in to e-services of the public sector in Sweden. To use a European e-identification when logging into EKN Online, the User must have applied for and received such e-identification from the issuer and the e-identification at all times has to be approved and notified under eIDAS by the relevant member state.

EKN eID is an Electronic Identification System mainly for Users who do not have a Swedish ID number (*personnummer*). Use of EKN eID requires an account holder to apply for and receive EKN eID for the User and install a security app on their mobile device (iOS and Android).

With BankID, Expisoft or an e-identification approved under the eIDAS Regulation, the User can log in and sign without having received any additional Electronic Identification System from EKN.

Having logged in, Users with access to several Business Accounts are offered the opportunity to choose which Business Account they want to use, and switch between Business Accounts without logging in again.

EKN's requirements for electronic identification and similar identification functions may vary in extent and form over time. EKN reserves the right to increase, restrict or otherwise adjust the scope of these requirements. The User must comply with the rules and requirements applying to the electronic identification or identification services that is used, which, for example, means that Users must protect their electronic identification and accompanying passwords, and not use the electronic identification so that someone else gains access to EKN Online.

The Account Holder must take security measures that effectively prevent unauthorised use of EKN Online.

6.3. Support

EKN Online is normally available 24-7. However, EKN does not guarantee that EKN Online is free of errors or interruption during this period.

EKN must rectify any errors or interruptions in EKN Online during EKN's normal working hours, as swiftly as the circumstances warrant.

EKN may engage a third party for operation of EKN Online.

At regular intervals EKN or a third party carries out maintenance and upgrades of EKN Online, which may result in interruptions, delays or errors in EKN Online. EKN endeavours always to give advance notice of planned maintenance, but cannot guarantee that EKN Online will always be available. In addition, EKN Online may contain errors and bugs that may cause interruptions and errors. The Account Holder understands this, and if EKN asks for help to identify errors or the like, the Account Holder must assist EKN to a reasonable extent.

The Account Holder's access to EKN Online is also dependent on services from third parties (the IT environment and functions for authentication and signature are provided by third parties). EKN is not responsible for the performance or function of such services, even if they impact the Account Holder's use of EKN Online.

EKN provides support during its normal working hours. Support outside normal working hours requires separate agreement between EKN and the Account Holder.

The Account Holder must provide all necessary data and all material required to carry out support, provided that data and documents can be protected against access by unauthorised third parties. The Account Holder and the Users must use its endeavours to ensure that support can be carried out in the intended manner at the appointed time.

7. MISUSE OR RISK OF MISUSE

EKN Online may only be used in accordance with these terms and conditions, current statutes, orders of public authorities and instructions issued by EKN, e.g. on its website. EKN Online may not be used for any other purpose than those stated in section 1 above. This means, for example, that the Account Holder and User may not use EKN Online in such a way that the Account Holder or the User:

- commits a criminal act;
- processes personal data in breach of the rules governing personal data protection;
- stores information having criminal content;
- copies or modifies software included in EKN Online or accompanying functions, or attempts to gain access to the source code for such software, e.g. by reverse engineering, decryption, disassembly or decompilation (except, and only to the extent, to the extent expressly permitted by applicable copyright law);
- conducts any security assessments, stress tests, Distributed Denial of Service (DDoS) simulation tests, malware tests, benchmark tests or analysis on, or publish any technical results or performance data of, EKN Online, without EKN's prior written consent;
- enters or retains information or documents that are irrelevant to the purpose for which EKN Online is to be used or that are harmful in security terms, such as harmful code; or
- circumvents or bypasses any technological protection measures in or relating to EKN Online or use EKN Online in any unauthorized way to gain access to any service, data, account, or network;
- purports to be someone else, acts without authorisation or otherwise gives an inaccurate description of their association with another person or organisation; or
- cause, encourage or assist any third party to do any of the foregoing.

The Users must immediately delete information in EKN Online that is not needed to use the service in accordance with the terms and conditions applying and the instructions issued by EKN.

The Account Holder must take all necessary measures to protect themselves against unauthorised use of the Account Holder's Business Account in EKN Online. Thus, the Account Holder may not allow access to the Business Account to anyone other than those authorised to perform the actions in question.

The Account Holder and the User must immediately contact EKN if

- a User notices that someone is misusing, or has misused, EKN Online, or
- there is suspicion that an unauthorised person has gained access to the Account Holder's Business Account in EKN Online.

8. EKN'S RIGHT TO BLOCK A USER

EKN reserves the right to block or restrict access by a User on any of the following grounds:

- risk that the User cannot use EKN Online securely, e.g. for technical reasons;
- suspicion of actual or potential unauthorised use of the User's access to EKN Online;
- suspicion that the Account Holder or the User has acted in breach of these terms and conditions or in breach of statute, order of a public authority or instructions issued, or
- applicable law or decision by a judicial body or authority makes it difficult or impossible for EKN to provide EKN Online to the Account Holder or a User.

The User will be informed of the block and the reasons for it before it is activated or as soon as possible after it has been activated, unless such information would jeopardise objectively justifiable security considerations or contravene law or statute.

EKN's action as described in the first paragraph may not continue for longer than is defensible in light of the circumstances, and must be proportionate.

EKN is also entitled to remove a User's profile from EKN Online if more than twenty four (24) months have elapsed since the most recent occasion that the User logged into a Business Account in EKN Online. When EKN has removed a User's profile from EKN Online, the User's authorisation for the Business Account is also removed.

9. ENCRYPTION AND ENCRYPTION PROHIBITION

Encryption is used for all communication via EKN Online.

The Account Holder must be aware that local or national legislation in the country in which EKN Online is used may impose a general prohibition or restrictions on encryption. EKN therefore recommends that the relevant conditions in the country in question be examined in further detail.

OTHER TERMS AND CONDITIONS OF CONTRACT

10. RESPONSIBILITY AND OBLIGATIONS

10.1. The Account Holder's responsibility

Use of EKN Online takes place at the Account Holder's own responsibility and own risk.

Among other things, the Account Holder is responsible for the risk that:

- information sent to EKN is destroyed, disappears or is delayed;
- information comes to the knowledge of a third party as a result of error or unauthorised hacking of the data transmission connection; or
- EKN Online is misused.

Hence, the Account Holder cannot hold EKN liable for loss, injury or damage arising as a consequence, *inter alia*, of the above events.

It is incumbent on the Account Holder to:

- obtain the User's consent to forwarding of their personal data, including ID number (*personnummer*), to EKN;
- check that the content of the Power of Attorney from time to time accords with the Power of Attorney that the Account Holder, or an Account Administrator on behalf of the Account Holder, has issued for each User; and
- ensure that the content of the Power of Attorney otherwise accords with the intended authorisation for the User.

It is incumbent on the Account Holder to ensure that the User is aware of these terms and conditions for EKN Online and that all Users comply with them, including the instructions in the help texts shown on the screen in EKN Online.

The Account Holder is also responsible for

- all actions performed in EKN Online by a User who is logged into the Account Holder's Business Account and all obligations arising because a User's Electronic Identification System is used for authentication and signature in EKN Online;
- assuring data security in the Account Holder's IT environment, so that unauthorised access to the Business Account in EKN Online is prevented; and
- any incorrect use or misuse of EKN Online by Users.

If necessary, the Account Holder must ensure that material and documents stored temporarily in workspace, and also information and documents that EKN make available to the Account Holder in the Business Account are also available to the Account Holder in some other manner.

10.2. Limitation of EKN's liability

EKN is not liable to pay compensation for errors or deficiencies:

- due to errors or deficiencies in third-party software or services that may be necessary for use of EKN Online;
- because a User has revealed codes/passwords to their Electronic Identification System or otherwise made that system available;
- due to changes in the Account Holder's security system; or
- due to integration of the Account Holder's security system with other systems or software.

Nor is EKN liable for loss, injury or damage due to:

- Swedish or foreign enactment or act of a Swedish or foreign public authority;
- Shutdown, fault or deficiency in IT systems or damage to data in those systems that is attributable to events caused by the factors set out below in this paragraph, regardless of whether EKN itself or its suppliers or consultants are responsible for operation of the systems;
- Natural disaster, act of war, riot, public unrest, sabotage, terror, vandalism (including computer viruses and hacking);
- strike, blockade, boycott, lockout or similar actions. This provision applies whether EKN itself is subject to, or takes, such industrial action; or
- shortage or failure of electricity supply, telecommunications or other electronic communications.

No compensation will be paid by EKN for damage arising in other cases if EKN has exercised normal care. In no case does EKN accept liability for indirect loss or damage, consequential loss or damage or claims for damages from third parties.

EKN's liability to pay compensation is limited to a total amount per instance of loss or

damage of ten (10) times the “price basic amount”¹ (*prisbasbelopp*) under the Swedish Social Insurance Code (2010:110).

If EKN is prevented from dealing with a Matter or taking other action due to the circumstances set out in the second paragraph above, the Matter or action may be postponed until the obstacle has ceased to exist.

11. PROCESSING OF PERSONAL DATA

11.1. EKN’s processing of personal data

Personal data provided by the Account Holder and Users will be processed by EKN to ascertain identification of authorised users of the online service, and to deal with the Account Holder’s Matters at EKN throughout the guarantee process. Information about how EKN manages personal data is available at <https://www.ekn.se/en/about-ekn/processing-personal-data/>.

When the Account Holder, or another person acting on behalf of the Account Holder, provides personal data about another private individual to EKN, the Account Holder is responsible for ensuring that the person in question has the right to provide those personal data to EKN. The Account Holder also undertakes to notify those persons of the contents of EKN’s information on processing of personal data.

The Account Holder shall notify EKN in writing without undue delay upon becoming aware of any personal data breach. Notification of a personal data breach shall be sent to email address GDPRincident@ekn.se.

11.2. Processing of personal data in Workspace

The Account Holder’s use of Workspace may involve processing of personal data.

For personal data processing purposes in the Workspace, EKN is the controller. EKN is responsible for ensuring that personal data is processed in accordance with legislation in force from time to time, and that such processing only involves processing that following naturally from use of Workspace.

If the Account Holder uses the Workspace in violation of the conditions in section 7 paragraph 1, the Account Holder is the personal data controller for the processing.

12. CHANGE IN THE SERVICE AND AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS FOR EKN ONLINE

EKN Online provides access to the services that EKN offers from time to time via this channel. EKN may at any time increase or limit the range of services included in EKN Online without prior notice. The actions that the Users can take in EKN Online may also change as a consequence of those changes.

¹ The “price basic amount” (*prisbasbelopp*) is a fixed financial amount, which is used, *inter alia*, for the calculation of different benefits or fees. The price basic amount is calculated based on the change in the consumer price index and established for the entire calendar year by the government.

EKN is entitled to amend the General Terms and Conditions for EKN Online with immediate effect. Information about amendments will be provided via EKN Online or in some other manner. However, notification need not be given if the amendments are of limited importance.

13. TERMINATION OF THE AGREEMENT

The Online Services Agreement takes effect the day the Account Holder signs the agreement and EKN has accepted the Account Holder's opening of an account in EKN Online, and applies until further notice.

The Account Holder is entitled to terminate the Online Services Agreement without prior notice as long as this is done in writing. As far as possible, given that the Account Holder will no longer have access to EKN Online, Matters commenced prior to termination will be processed, unless the Account Holder requests otherwise to EKN in conjunction with termination.

EKN provides EKN Online as a service, and there is nothing to prevent EKN from restricting it or ceasing to provide it. This agreement terminates when EKN permanently shuts off an Account Holder's access to EKN Online.

When the agreement has terminated, the Account Holder will no longer have access to the Business Account in EKN Online, and the Account Holder's and the Users' details will be removed from EKN Online to the extent that this is not contrary to law or statute or is otherwise required for EKN's processing of ongoing or completed Matters.

14. INTELLECTUAL PROPERTY RIGHTS

Use of EKN Online in no way implies an assignment or transfer of intellectual property rights to an Account Holder or User.

All intellectual property rights concerning EKN Online, EKN's website etc., such as copyright, related rights, non-profit rights, trade secrets and know-how, rights to databases, trade marks, brands, business names, rights under marketing legislation, and all other intellectual property rights, regardless of whether they are registered or registrable, and all applications for any of the aforementioned rights, as well as the right to apply for them, and all rights and forms of protection that are of a similar nature or that have a similar effect to them anywhere in the world, are and remain the property of EKN or a third party.

15. NOTICES

Unless otherwise specifically stated, all communication in relation to the Online Services Agreement must be in writing, include a reference to the relevant Online Services Agreement, the Matter and/or the Account Holder or the User (as the case may be) and must be sent by letter, e-mail or, when possible, via EKN Online.

All notices and documents provided and other communication that takes place in conjunction with the Online Services Agreement must be in Swedish or English or be provided with a correct translation to Swedish or English. In these cases the Swedish or English translation (as the case may be) will apply as between the parties.

Contact information for the Account Holder and Users for communication purposes in relation to the Online Services Agreement are provided at opening of the Business Account and stated in EKN Online. Any change of contact details must be notified to EKN by at least five Banking Days' notice.

EKN's contact information are the following:

Address Exportkreditnämnden
Kungsgatan 36, Box 3064
103 61 Stockholm

Telephone +46 (0)8 788 00 00

E-mail middleoffice@ekn.se

Current contact information is also available on EKN's website, www.ekn.se.

All notices and documents provided and other communication that takes place in conjunction with the Online Services Agreement will be deemed to have been received by the recipient:

- (a) if EKN Online is used, when duly submitted;
- (b) if sent by e-mail, when received in readable form; or
- (c) if sent by post, when received at the relevant address or five Banking Days after dispatch in a stamped envelope to the addressee at their address; and

if a specific department or official should be stated as part of the address, the notice is addressed to that department or official.

Notices received by the recipient on a day that is not a Banking Day or after office hours at the place where the notice was sent will be deemed to have been given the following Banking Day.

16. GOVERNING LAW

The Online Services Agreement is to be construed and applied in accordance with Swedish law. Swedish choice of law provisions do not apply, however.

Any dispute, controversy or claim arising out of or in connection with the Online Services Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English.

Any claims against EKN arising in connection with the Online Services Agreement

must be submitted to the Arbitration Institute of the Stockholm Chamber of Commerce within twelve months from the date on which the Account Holder was informed of the circumstances giving rise to the claim. If this does not occur, the Account Holder will forfeit their right to make the claim.

17. DEFINITIONS AND EXPLANATIONS OF TERMS

Account Administrator: A User who has Account Administrator Authorisation and is the main contact person on behalf of the Account Holder in dealings with EKN in respect of EKN Online.

Account Administrator Authorisation: As defined in section 5.2

Account Holder: The private individual or legal entity specified in the Online Services Agreement.

Banking Day: A day (except Saturday or Sunday) on which banks are open for normal banking transactions in Stockholm.

Business Account: An account in EKN Online that a business has opened so it can manage Matters electronically.

Business Account Authorisation: As defined in section 5.3

eIDAS Regulation: Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (EUT L 257, 28.8.2014, p. 73–114) (as amended, recast, supplemented or superseded from time to time).

EKN eID: The Electronic Identification System that EKN offers mainly Users who do not have a Swedish ID number (*personnummer*) and cannot use any other Electronic Identification System.

EKN Online: EKN's internet-based application and information system.

Electronic Identification System: The system used by a User for electronic identification, authentication and e-signatures.

Expiry Date: the date until and including which a time-limited Power of Attorney is valid.

Expisoft: Expisoft e-service identification.

General Terms and Conditions for EKN Online: The General Terms and Conditions for EKN Online in force from time to time.

Matter: As defined in section 3.

Online Services Agreement: agreement for the use of EKN Online between the Account Holder and EKN.

Power of Attorney: The power of attorney issued by the Account Holder to the User, specifying the authority that the individual User has.

Restricted Authorisation: As defined in section 5.4.

User: An individual who has been authorised by the Account Holder to make decisions and act on the Account Holder's behalf.

Workspace: As defined in section 2.