

General terms and conditions of the contract

1. General

These terms and conditions of the contract are applied to the Send Your Invoices to Debt Collection assignments (hereafter "Assignment") that are submitted by the Client to Uuva Oy (hereafter "Uuva"). Based on the Contract, Uuva Oy will collect the undisputed and overdue payment specified by the Client on the assignment form. The Client will send one (written) reminder for each overdue payment before submitting the debt collection assignment to Uuva, unless otherwise has been separately agreed on between the Client and Uuva. The Contract will enter into force when the Client has submitted the assignment form to Uuva and Uuva has accepted it. The client must accept the terms and conditions of the Contract before sending the assignment form. Uuva Oy has the right to refuse the Assignment.

1.1 Authorisation

Under this Contract, the receivable will transfer to Uuva Oy for debt collection at the moment the Assignment is received. Based on the transfer, Uuva has the right to implement the voluntary and legal debt collection measures related to the Assignment and to receive payments from the debtor.

1.2 The general obligations and the obligation to provide information of the parties

The Parties will follow good business and debt collection practice in managing the Assignments. The Parties will inform each other, without undue delay, of matters that are relevant to the Assignment. The Client will provide Uuva all documents and authorisations that are relevant to managing the Assignment and will notify Uuva, without delay, of any received payments or other matters that affect the management of the matter.

The Client is responsible for the correctness of information that it provides to Uuva Oy. By submitting Assignments to Uuva Oy, the Client agrees that the Assignments are legal and real regarding their grounds and amounts. When the Assignment relationship is established and during it, the Client will notify Uuva if its customer denies his or her payment obligation regarding the Assignment (contests the Assignment).

1.3 Confidentiality

Cooperation between the client and Uuva Oy is confidential. The Parties will keep confidential any matters related to the professional and business secrets of the other Party. Information related to the Contract must not be conveyed to third parties unless this is necessary for fulfilling the legal obligation or to safeguard a legitimate interest of the Party. The confidentiality obligation will also remain in force after the Contract has ended.

The Parties have the right to use their partnership as a reference and in their marketing.

1.4 Prices, official fees, and changes to prices

Uuva Oy will charge the Client any collection expenses in accordance with its valid pricelist. The pricelist applied at the moment this Contract is signed is enclosed with this Contract as an appendix.

In voluntary debt collection, Uuva Oy will reduce the expenses caused to the Client by the debt collection measures from the total collected from the Client's customer. Uuva will keep as compensation any penalty charges (interest and the Client's right to compensation for debt collection expenses that are added to the debt capital). A fee will also be charged when the customer pays a part or all of the undue payment directly to the Client after the debt collection measures have been initiated.

For legal debt collection, Uuva will charge to the Client an action fee in accordance with its valid pricelist, and the valid official fees. The enforcement enquiry fee and the valid enforcement

settlement fee will be charged from the Client and reduced from any funds collected through enforcement measures. If the legal debt collection does not result in the payment of the receivables or the Client's customer is announced insolvent during the enforcement process, the receivable will be transferred to post-collection.

When the debt collection is successful, Uuva will charge the value added tax of the debt collection fee to the Client.

Uuva Oy has the right to make changes to the pricelist and will notify the Client of such changes before they take effect. Any price changes will be applied to new and previously initiated Assignments.

1.5 Insolvency procedures

Uuva will charge to the Client any expenses related to measures required due to insolvency proceedings affecting the Client's customer (bankruptcy, personal adjustment of debts, or corporate restructuring), if this has been agreed upon. Charging is based on Uuva's valid pricelist.

If agreed upon with the Client, Uuva can also submit payment requests containing a threat of bankruptcy or declarations of bankruptcy related to the assignment. In these cases, the charging is based on Uuva's valid pricelist.

1.6 Storing, settlement, and allocation of funds

Uuva will store the accumulated funds on a separate customer account and will settle the accounts with the Client without undue delay.

When an overdue payment is collected from a consumer, the acquired funds will be allocated in the following order: penalty interest accrued, capital, reminder expenses, debt collection expenses, and debt collection fees.

When an overdue payment is collected from a private trader (company, registered association, foundation, business name), the acquired funds will be allocated in the following order: debt collection expenses and fees, penalty interest accrued, reminder expenses, capital.

1.7 Post-collection

When the judgement is returned from the enforcement process with an insolvency certificate, Uuva will transfer the receivable to post-collection. In post-collection, we will monitor the development of the debtor's financial situation and ensure that the debt will not expire. When the debtor's financial situation improves, we will continue the voluntary debt collection of the payment and the debt collection through the enforcement process.

1.8 Validity of the Contract

This Contract will remain in force for an indefinite period starting from the moment the Client has electronically accepted the terms and conditions of the Contract. The notice period of the Contract is one (1) month, regardless of which Party terminates the Contract. The notice must be given in writing. Regardless of the termination or other ending of the Contract, Uuva Oy has the right to complete any Assignments that were started when the Contract was still valid.

Uuva has the right to terminate the Contract with immediate effect if the Client fails to pay its overdue debts to Uuva or neglects or violates the terms and conditions of this Contract or the law. In such a case, Uuva has the right to charge to the Client any expenses and fees accumulated up to the point the Contract is terminated.

Uuva has the right to reduce the overdue expenses and fees it has invoiced based on the Contract and any expenses related to their collection from the funds to be paid to the Client.

1.9 Force Majeure situations

Uuva Oy cannot be held responsible for any damages caused by matters that are beyond its control, or the prevention of which would require measures that are financially or otherwise unreasonable in relation to the damage that is likely to occur. Uuva Oy is never responsible for indirect damage.

2.0 Applicable law

Finnish law will be applied to this Contract. Any disputes arising from or in connection to the contents and interpretation of this Contract or any payments under it will be settled at the Helsinki District Court.