

# General Terms and Conditions of Coop Pank AS

## Terms and definitions

**Price list** means the price list of services established by the bank together with any annexes thereto.

**Client** means any natural or legal person who uses, has used or has expressed their wish to use the services of the bank or is related to the use of the services in another manner (e.g. parties providing collateral).

**Client relationship** means a legal relationship which arises when a client uses or has used a service provided by the bank or has contacted the bank for the purposes of using a service.

**Account** means a settlement account opened by the bank on the basis of a settlement agreement, as well as other accounts opened in the bank for a client in which the assets of the client are held (e.g. a deposit account).

**Agreement** means an agreement concluded between the bank and the client in relation to a specific service.

**Payment account** is an account via which a client can place cash in an account, withdraw cash from an account, make payment transactions to third parties and accept the payment transactions of third parties.

**Group of companies of the bank** means the bank or a financial company in the group of companies of the bank or the direct or indirect parent company of the bank or a company in the same consolidation group as it.

**Financial company in the group of companies of the bank** means the bank or its subsidiaries engaged in the provision of financial services or the marketing of insurance. The list of the financial companies in the group of companies of the bank shall be available on its website.

**Banking day** means a day on which the bank is open for service and which is not a Saturday, Sunday, public holiday or national holiday.

**Bank** means Coop Pank AS.

**Party (parties)** means the client and bank together.

**Main payment services** are the opening, using and closure of a payment account; the paying-in and disbursing of cash via a payment account; the making of payments via a payment account (including payment transactions for the transfer of money and the receipt of money, standing orders and e-invoice standing orders); the issuing of a bank card (except for credit cards) and the making of payments with it, including online; the payment initiation service; and the account information service.

**Risk appetite** is the risks which the bank is willing to take in the course of its operations in accordance with legal acts connected to the prevention of money laundering

and terrorist financing. This defines the clients the bank will and will not serve as well as those regarded by the bank as high-risk. A summary of Coop Pank's risk appetite can be found on the bank's website.

**Consumer** means a natural person who makes a transaction that is not related to the conducting of independent economic or professional activities.

**Service** means a service provided for the client by the bank and/or a service provided through the bank by a third party.

**Terms and conditions of service** means the standard terms and conditions for a given service provided by the bank, and these are also an integral part of the agreement concluded for every given service.

**Website** means [www.cooppank.ee](http://www.cooppank.ee) and any subpages thereof.

**General terms and conditions** means these general terms and conditions of the bank.

## 1. General

### 1.1. Scope of application of the general terms and conditions

1.1.1. The general terms and conditions set out the fundamentals of the client relationship between the bank and the client; the procedure for communication between the bank and the client; and the general principles for the conclusion, amendment or termination of agreements and the exercising of rights and the performance of obligations between the bank and the client under the agreements concluded.

1.1.2. The general terms and conditions shall apply to all the client relationships. The general terms and conditions shall apply also to client relationships that have arisen before the general terms and conditions took effect and that are current on the date when they take effect.

1.1.3. In addition to the general terms and conditions, the client relationship shall be regulated by the legislation of the Republic of Estonia, legislation of the European Union, the principles on the processing of client data, the terms and conditions of service, the agreements, the price list, the best banking practice and the principles of good faith and reasonableness.

1.1.4. The general terms and conditions, the principles on the processing of client data, the terms and conditions of service and the price list are available for review on the website or, on a banking day, at customer service areas of the branches of the bank.

1.1.5. In the event of a difference between the general terms and conditions and the terms and conditions of service, the terms and conditions of service shall be followed. If the general terms and conditions or the terms and conditions of service diverge from the agreement, the terms and conditions specified in the agreement shall be

adhered to in the relevant respect.

1.1.6. Communication between the parties shall occur in Estonian or, if so agreed, in some other language agreed between the parties. In the event of any contradictions between the Estonian and foreign- language texts of the general terms and conditions, the principles on the processing of client data, the terms and conditions of service or the price list, the relevant Estonian text shall be followed.

## 1.2. Applicable law and jurisdiction

1.2.1. The client relationship shall be governed by the law of the Republic of Estonia.

1.2.2. The client relationships shall be governed by foreign law if this results from legislation or an international treaty or is stipulated in the agreement.

1.2.3. Any dispute between the client and the bank shall be settled in the Harju County Court unless stipulated otherwise in legislation or agreed otherwise between the parties.

1.2.4. Any disputes between the bank and a consumer with permanent residence of a Member State of the European Union shall be settled in a court of the domicile of the consumer unless otherwise stipulated in law or unless the parties agree otherwise.

1.2.5. If the client, following the conclusion of the agreement, moves to live in a foreign country or transfers its location or place of business there or if, when an action is brought before a court, their residence, location or place of business is not known to the bank, the dispute shall be settled in Estonia in a court of the domicile of the branch of the bank at which the agreement was concluded or in a court of the client's residence, location or place of business to date or in a court of the location of the client's assets.

## 1.3. Establishment and amendment of the general terms and conditions, the principles on the processing of client data, the terms and conditions of service and the price list

1.3.1. The general terms and conditions, the principles on the processing of client data, the terms and conditions of service and the price list shall be set by the bank.

1.3.2. The bank shall be entitled to unilaterally amend the general terms and conditions, the principles on the processing of client data, the terms and conditions of service and the price list.

1.3.3. The bank shall inform the client about any amendments to the general terms and conditions, the principles on the processing of client data, the terms and conditions of service and the price list by making the amendments available to the client in the customer service areas of the branches of the bank, on its website or in another manner (e.g. by post or in a daily newspaper with national distribution) at least 15 (fifteen) days before the amendments take effect except where a longer mandatory period of advance notification is stipulated

under applicable law or the principles on the processing of client data or the terms and conditions of service.

1.3.4. If the client does not accept the amendments, they shall be entitled to cancel the relevant agreement by providing the bank with relevant written notification within the period of advance notification specified in clause 1.3.3 and by meeting all of their obligations under the agreement beforehand.

1.3.5. In justified cases, the bank shall be entitled to amend its price lists without advance notification. The bank shall notify the client about these changes immediately by posting the relevant information at customer service areas of the branches of the bank, on its website and in the Internet bank, and the client shall be entitled to cancel the agreement immediately if they do not accept the changes, performing all their obligations under the agreement beforehand.

1.3.6. If the client does not exercise its right as specified in clauses 1.3.4 and 1.3.5 to cancel the agreement unilaterally, it shall be considered that they have accepted all of the amendments made and that they have no complaints to make to the bank resulting from the amendments to the general terms and conditions, the principles on the processing of client data, the terms and conditions of service or the price list.

1.3.7. The period of advance notification mentioned in clause 1.3.3 shall not apply if the amendments lead to a reduction in the service price, render other general terms and conditions more favourable, amend the principles on the processing of client data, the terms and conditions of service or agreements, or if new services are added to the price list. Nor shall it apply if the amendments are due to a legal act or guidelines issued by a supervisory authority.

## 2. Identification of the client

### 2.1. Identification

2.1.1. When a client relationship is created, including when an agreement is concluded and a service is provided, the bank shall identify the client or their representative.

2.1.2. The client and their representative shall provide the bank with the information necessary for the identification of their persons and any documents required.

2.1.3. A natural person shall be identified based on identity documents compliant with legislation and accepted by the bank (e.g. passport, identity card, Estonian driver's licence) and/or other documents required by the bank.

2.1.4. A client that is a legal person shall be identified based on the relevant register extract and/or other documents required by the bank (e.g. certificate of registration, statutes, certificate from a competent authority or the like). Furthermore, the bank shall be entitled to request information about the legal person's founders, shareholders, governing body members, actual beneficiary and other similar parties. An Estonian legal person that is in the process of being established shall be

identified based on the memorandum of association or the establishment decision.

2.1.5. If the client or their representative has been identified by the bank previously, the bank shall decide the need for any additional identification.

2.1.6. Under the agreement, subsequently the client and/or their representative may be identified for the purposes of concluding agreements, submitting requests or applications or providing orders related to the account, and the said documents may be signed, using a means of communication / means of identification accepted by the bank.

## 2.2. Representation

2.2.1. A natural person may effect transactions in person or through a representative. The legal person shall effect transactions through their representative.

2.2.2. At the request of the bank, a client who is a natural person shall be obliged to effect a transaction in person, whereas a client that is a legal person shall be obliged to effect a transaction through its legal representative.

2.2.3. A document proving the right of representation shall be in a form accepted by the bank and shall only be valid with an identity document of the representative.

2.2.4. The bank shall not accept a document granting the right of representation if it does not indicate the client's intent unambiguously and intelligibly; among other things, it shall unambiguously state the representative's right to effect transactions with themselves or with other parties represented.

2.2.5. The bank shall be entitled to require that a power of attorney proving the right of representation prepared outside the bank should be notarised or certified in an equivalent manner.

2.2.6. The client shall be obliged to inform the bank immediately about the expiry of the right(s) of representation of their representative(s) or about any changes to the right of representation, including the withdrawal, cancellation or declaration of invalidity of a notarised power of attorney, also if the relevant information has been published in the official publication *Ametlikud Teadaanded*.

2.2.7. The bank shall not be liable for transactions effected by a party not having the right of representation or for any consequences resulting therefrom if the client has not performed their obligation to inform the bank as stipulated in clause 2.2.6.

## 2.3. Signature

2.3.1. The bank shall accept the handwritten signature of the client or their representative, a digital signature linked to an Estonian identity card and, in instances agreed in the agreement, any other security codes transmitted electronically or orally.

2.3.2. The bank shall be entitled to require the affixation of a signature at the bank or, where this is impossible, the

notarisation or equivalent certification of a signature.

2.3.3. The bank shall be entitled but not obliged to accept digital signatures linked to an identity card from a foreign state.

## 2.4. Requirements for documents

2.4.1. The client shall provide the bank with the original documents or copies thereof that have been notarised or certified in an equivalent manner. Identity documents and powers of attorney proving the right of representation shall be presented in their original form without exception.

2.4.2. The bank shall be entitled to presume that the document provided by the client is authentic, valid and correct.

2.4.3. The bank shall be entitled to require that documents issued in a foreign state are legalised or certified with an apostille, except where the treaty concluded between the Republic of Estonia and the foreign state stipulates otherwise.

2.4.4. The bank shall accept documents provided in Estonian, Russian or English. In the case of all other foreign-language documents, the bank may require that a translation into Estonian or another language accepted by the bank is attached to the document. The documents must be translated by an Estonian sworn translator, or the translator's signature shall be notarised.

2.4.5. The bank shall be entitled to make copies of documents submitted by the client or a representative thereof. Furthermore, where possible the bank shall be entitled to retain the original documents presented (except for identity documents).

2.4.6. If the client has provided documents which do not meet the bank's requirements or the authenticity of which is doubted by the bank, the bank shall be entitled to not execute a transaction and to require the provision of additional information or documents.

2.4.7. Any costs linked to bringing documents into conformity with the bank's requirements (e.g. costs related to translation) shall be paid by the client.

## 2.5. Legal succession of the client

2.5.1. The rights and obligations of the client shall pass to another party on the basis of a transaction, a law or other legislation.

2.5.2. If the client wishes to transfer their rights or obligations under the agreement(s) concluded with the bank to a third party (parties), they shall obtain the prior written consent of the bank.

2.5.3. In the event of the death of a client that is a natural person, the bank shall be entitled to require their heirs to provide the documents stipulated in legislation to certify the passing of the client's rights and obligations to the heir(s).

2.5.4. The transformation, merger or division of a client that is a legal person shall be proven to the bank by means

of the relevant agreement and a register extract or in another manner stipulated in legislation.

### 3. Banking secrecy and processing of client data

3.1. The bank shall keep secret indefinitely any information subject to banking secrecy by law. The bank shall be entitled to disclose banking secrecy concerning the client to third parties only with the consent of the client unless the obligation or entitlement to disclose banking secrecy results from legislation.

3.2. The bank shall process client data according to the principles on the processing of client data established by the bank.

3.3. The principles on the processing of client data shall be an integral part of the general terms and conditions and, thereby, of every client relationship.

### 4. Conclusion of the agreement

4.1. The bank's relations with the client shall be governed and the agreement shall be concluded in writing, in a form reproducible in writing or electronically, unless the mandatory form of the agreement is specified by legislation.

4.2. Upon concluding an agreement, the client shall be obliged to provide truthful, complete and accurate information about themselves and provide any documents required by the bank. In the course of the performance of the agreement, the bank shall be entitled to request information and documents from the client to check and update the information provided, and the client shall be obliged to present these.

4.3. Given the freedom of contract, the bank is entitled to decide with whom it shall conclude an agreement and with whom it shall not conclude an agreement, unless otherwise stipulated in law. In the public interest and in the clients' interest, the bank shall be entitled to limit the pool of persons with whom it enters a contractual relationship.

4.4. The bank shall consider any refusal to conclude an agreement (including refusal to conclude an agreement for the main payment service) comprehensively, taking into account the circumstances of each individual case, and make a decision reasonably. The bank shall not have to state the grounds for its refusal to conclude an agreement unless otherwise stipulated in law.

4.5. The bank shall be entitled to refuse to conclude an agreement with a party, in particular if the party or a party related to them:

4.5.1. at the request of the bank or a company in the group of companies of the bank to do so, has not presented, for their identification or the performance by the bank of other due diligence procedures under legislation, the required information and/or documents or has refused to update them, or the documents provided are incorrect or incomplete or do not meet the bank's

requirements or have features of forgery;

4.5.2. Deliberately or due to gross negligence, has provided the bank or a financial company in the group of companies of the bank with incorrect or incomplete information or refuse to provide information;

4.5.3. Does not meet the requirements set out in the legislation governing activities to combat money laundering and terrorist financing;

4.5.4. When requested to do so, has not provided the bank or a financial company in the group of companies of the bank with sufficient information or documents to certify the legal origin of their funds, or there is suspicion of money laundering or terrorist financing in relation to it for some other reason;

4.5.5. in the bank's opinion, does not correspond to the bank's risk appetite either itself or via a cooperation partner;

4.5.6. Operates without the registration or activity licence required by law;

4.5.7. Is late or has been late repeatedly in the performance of their obligation towards the bank or a financial company in the group of companies of the bank;

4.5.8. Through its act or omission, has caused loss or damage or the actual risk of loss or damage for the bank or a financial company in the group of companies of the bank;

4.5.9. Is or has been a politically exposed person (e.g. a person holding a high public position, their family member or close collaborator) in a country where the level of combating money laundering, corruption and terrorist financing is insufficient;

4.5.10. based on information from a recognised and reliable source (e.g. public agencies, international organisations, mass media), is or has been involved in criminal activity, money laundering or terrorist financing, or international sanctions or other national transaction restrictions (e.g. European Union or United States sanctions);

4.5.11. is or has been involved in traditional sources of income for organised crime, including but not limited to the smuggling of goods subject to excise duty or of narcotic substances, illegal trafficking in weapons or human beings, pimping and unlicensed international electronic money remittances;

4.5.12. in the assessment of the Bank, is linked to a person, field of activity or territory in relation to which international sanctions or other national transaction restrictions have been introduced; or who themselves or a business partner linked to them is not implementing, in the Bank's view, sufficient measures to ensure that their activities comply with valid sanctions, or related circumstances in the data set indicate the potential circumvention of sanctions;

4.5.13. has, within the last five (5) years, had an application to open an account turned down by the Bank due to the inability to perform due diligence or due to a lack of risk



appetite on the part of the Bank, or the Bank has, within the last five (5) years, extraordinarily terminated the customer relationship with them.

4.6. In addition to that which has been specified in clause 4.5, the bank shall also be entitled to refuse to conclude an agreement for other reasons, including where there is a legal obstacle, such as a limitation of active legal capacity, absence of the right of representation or uncertainty as to these rights, a person's incapacity to exercise their will (temporary disturbance of mental function, influence of psychotropic, narcotic or other substances that affect regular and reasonable behaviour) or where the bank doubts a person's free will.

4.7. For the purposes of the general terms and conditions, a related natural person shall be:

4.7.1. A person known by the bank to be an authorised representative for another natural and/or legal person;

4.7.2. A person who is a member of the supervisory board, management board or other governing body or a procurator holder of a legal person;

4.7.3. A person who, to the bank's knowledge, directly or indirectly holds 10% or more of a legal person's shares, publicly traded shares or votes.

4.8. For the purposes of the general terms and conditions, a related legal person shall be:

4.8.1. A legal person in which the person wishing to conclude the agreement holds 10% or more of shares, publicly traded shares or votes;

4.8.2. A legal person whose authorised person, management board, supervisory board or other governing body member or procurator holder is the person wishing to conclude the agreement.

4.9. The Bank is obliged, in the legitimate interest of a consumer residing in the European Union on a legal basis, to provide the consumer with main payment services unless otherwise stipulated in law. A legitimate interest is deemed to exist if:

4.9.1. the consumer works in Estonia or for an Estonian company;

4.9.2. the consumer is studying in Estonia for a period of at least six (6) months;

4.9.3. the consumer owns property located in Estonia whose maintenance costs they wish to be paid from a payment account with the Bank or the rent from the use of which they wish to be transferred to a payment account in the Bank; or

4.9.4. the consumer has another significant and verifiable link which explains why they need a payment account in Estonia.

4.10. At the Bank's request, the consumer must prove their legitimate interest in having a payment account and using other basic payment services in Estonia, as well as their right to reside in the European Union on a legal basis.

4.11. The Bank enters into a main payment services agreement with a consumer who is residing in the

European Union on a legal basis or notifies of its refusal to enter into such an agreement without delay, but no later than within 10 (ten) banking days of receipt of a duly completed application, unless otherwise provided by law.

4.12. The bank shall have the right to refuse to conclude a main payment service agreement with the consumer if:

4.12.1 the consumer lacks a legal basis to reside in the European Union;

4.12.2. the consumer lacks a legitimate interest in having a payment account in the Bank and using other main payment services;

4.12.3. the bank is unable, despite its efforts, to fulfil its due diligence procedures required on the basis of legal acts linked to the prevention of money laundering and terrorist financing;

4.12.4. The bank suspects the consumer of money laundering or terrorist financing.

4.13. The prerequisite for the conclusion of an agreement for the main payment service shall be the conclusion of a settlement agreement; the consumer shall not be obliged to conclude any other additional agreements.

## 5. Information exchange between the bank and the client

### 5.1. Provision of information by the bank

5.1.1. The bank shall provide the client with information at the customer service areas of its branches, on its website, via the mass media or in some other manner agreed.

5.1.2. Personal notifications shall be transmitted by the bank to the client by post or using some other means of communication (e.g. e-mail or short message service) or via the bank's electronic channel (Internet bank). The bank shall select the information channel according to the content of the notification to be transmitted in order to ensure that the relevant information reaches the client in the best and most reasonable manner. If the client has notified the bank of their e-mail address and has access to the Internet bank, the bank shall be entitled to send all messages (including declarations of intent) to the client at its discretion by e-mail or by publication in the Internet bank, unless otherwise stipulated in law.

**5.1.3. If the client has notified the bank of their contact details (e.g. postal or e-mail address or telephone or fax number), the bank may provide them with information about changes to the general terms and conditions, the principles of the processing of client data, the terms and conditions of service or the price list, information from the group of companies of the bank or information from third parties that are partners of the bank and other personal notifications using the above means/channels of communication, unless otherwise stipulated in law.**

5.1.4. Personal notifications transmitted to the client shall be deemed to have been received by the client and the

notification obligation of the bank shall be deemed to have been performed once 3 (three) calendar days have passed since the issuing of the notification to the bank or at the address of a client known to a financial company in the group of companies of the bank or to a party entitled to receive the notification on their behalf. Notification transmitted via an electronic channel (e.g. Internet bank, SMS, e-mail) shall be considered to have been received by the client and the bank's notification obligation shall be considered to have been performed on the day of the transmission of the notification.

5.1.5. Information transmitted from the bank to the client about transactions and/or news, newsletters or the like transmitted by the bank do not constitute advice or offers to effect any transaction except where the information transmitted by the bank contains relevant explicit information.

## 5.2. Provision of information by the client

5.2.1. The client shall provide the bank with information on paper, electronically (e.g. via the Internet bank or e-mail) or in some other agreed manner.

5.2.2. The client shall be obliged to inform the bank immediately about any circumstances or information relevant in the relations between the bank and the client and/or affecting or possibly affecting the client relationships and/or that have changed compared to what has been set out in the agreement and/or the previously provided documents, including the following:

5.2.2.1. Any changes to the client's name, address, telephone or fax number or other contact details;

5.2.2.2. Changes to the data on the identity document of the client or their representative(s) and/or the loss or theft of the identity document or other means of identification or loss of the client's possession thereof against the will of the client;

5.2.2.3. Changes of the client's representative(s) or the limits of their powers;

5.2.2.4. The filing of a bankruptcy petition in relation to the client, the initiation of bankruptcy proceedings or a judicial decision in bankruptcy proceedings;

5.2.2.5. The initiation of proceedings for the transformation, merger, division, administration or liquidation of a client that is a legal person;

5.2.2.6. Any other information that the client has to notify to the bank under the agreement.

5.2.3. The client shall be obliged to provide the information specified in clause 5.2.2 in a separate request which is specifically and unambiguously intelligible. The bank shall not be obliged to interpret the application and/or requests submitted by the client or to ascertain whether the client has also provided the information specified in clause 5.2.2.

5.2.4. The notification obligation specified in clause 5.2.2 shall also apply when the changes that have occurred have been registered in a public register or published via mass media (e.g. the official publication *Ametlikud*

*Teadaanded*) or in another manner.

5.2.5. If the client has not met the notification obligation indicated in clauses 5.2.2 and 5.2.4, the bank shall presume the existing information to be correct and shall not be liable for any loss or damage incurred by the client and/or third parties due to a failure to perform the notification obligation.

5.2.6. Unless otherwise agreed, any addresses, telephone or fax numbers or any other contact details provided by the client to the bank shall be considered to have been provided also to a financial company in the group of companies of the bank, and vice versa. Accordingly, the bank and a financial company in the group of companies of the bank shall be entitled, after new contact details have been obtained, to use for the transmission of information to the client the contact details most recently provided by the client to the bank or the financial company in the group of companies of the bank.

5.2.7. The client shall be entitled to receive information about their account balance, transactions effected and other details related to their account:

5.2.7.1. Via electronic channels (e.g. Internet bank);

5.2.7.2. By request, at customer service areas of the branches of the bank;

5.2.7.3. By means of account statements provided periodically as agreed with the bank.

5.2.8. The client shall be obliged to immediately check the information in any notification, including an account statement, received from the bank and present their objections to the bank immediately after receiving the notification.

5.2.9. If the client has not received notifications and/or account statements periodically issued for the client by the bank, the client shall inform the bank immediately but not later than within 10 (ten) calendar days from the date when the notification and/or bank statement issued under the agreement or some additional arrangement should have reached the client.

5.2.10. The bank shall document all the transactions effected on the client's account and preserve this information according to the provisions in legislation.

## 6. Client's orders and execution thereof

6.1. To use the service, the client shall provide the bank with their order in writing or in some other manner agreed with the bank. If a mandatory format for the provision of an order is stipulated under the agreement, the terms and conditions of service or legislation, the client shall provide the bank with an order in the relevant format.

6.2. The party providing an order shall prove to the bank their right to provide the order in an acceptable manner (e.g. present an identity document, power of attorney or oral or electronic security code).

6.3. When providing every order, the client shall be obliged to ensure that:

6.3.1. Their account has a sufficient amount of the currency required for the execution of the order provided to the bank. If there is not a sufficient amount of the relevant currency in the account, the bank shall be entitled not to execute the order provided by the client. If, however, the bank executes the client's order, this execution of the order shall not be considered the provision of an overdraft facility or any other similar transaction, and the client shall be obliged to immediately transfer into the account the funds that should have been in the account for the execution of the order;

6.3.2. In the relevant instances, there are available the necessary consents, including court approvals;

6.3.3. Their order is consistent with applicable legislation, the agreement, the terms and conditions of service and other relevant requirements, customs or practices.

6.4. The bank shall accept for execution only those orders of the client which have been correctly and duly prepared, which can be understood and executed unambiguously and which express the clear intent of the client. Any uncertainties, ambiguities, mistakes or transmission errors in an order shall be the responsibility of the client.

6.5. The bank shall be entitled to presume that the content of an order provided to it is consistent with the client's intent. If the bank comes to suspect that a person wishing to use a service is not entitled to do so or if an order provided by a client is unclear, and the client has not provided additional information or additional documents at the request of the bank, the bank may refuse to provide the service. In this case, the bank shall not be liable for any loss or damage that may have been caused by its refusal to provide the service.

6.6. The bank shall be entitled to record any orders transmitted via means of communication or any other operations effected for the use of services. If necessary, the bank shall be entitled to use these recordings to prove orders provided by the client or any other operations.

6.7. Unless otherwise agreed, the client or their representative shall affix their signature on a written order as a handwritten signature. If necessary, the bank shall be entitled to require the affixation of a signature at the bank or, where this is impossible, its notarisation.

6.8. Exceptionally, the bank shall be entitled to deviate from an order provided by the client if the bank has reason to presume based on the circumstances that the client would approve its action.

6.9. If the Bank doubts the legitimacy of the given order or its compliance with the Bank's risk appetite or terms and conditions, or if the content and purpose of the order remain incomprehensible to the Bank, the Bank has the right to suspend the execution of the order and to request that the Client provide additional information and/or documents in a manner and format acceptable to the Bank. Any costs related to the provision of additional information and/or documents must be paid by the Client, who does not have the right to demand that the Bank reimburse these costs or compensate any costs they may incur if the execution of an order is delayed.

6.10. Upon receiving an order from the client, the bank shall be entitled to require from the client documented certification of the legal origin of the funds or other assets used to effect the transaction and documents in proof thereof. The bank shall not be obliged to execute an order before receiving the relevant confirmation or documents.

6.11. If the bank has provided the client with a time limit for the removal of a circumstance(s) preventing the execution of an order, and the client has not removed the said circumstances within this time limit, the order shall be deemed cancelled. The bank shall be entitled to cancel an order also immediately if, in the assessment of the bank, the client will be unable, within a reasonable period, to remove the circumstances related to the suspension of the execution of the order.

6.12. The bank shall be entitled to not accept or to not execute an order if, in the assessment of the bank, the client's behaviour when providing the order is inappropriate or if there is reason to believe that the client is acting under the influence of alcoholic, psychotropic, narcotic or other substances that affect regular and reasonable behaviour or if the bank comes to doubt their active legal capacity or capacity to exercise their will and/or their free will in providing the bank with the order.

6.13. The bank shall be entitled to not execute an order related to another country (e.g. currency of a foreign state, payee in a foreign state) or apply restrictions or additional checks to an order if this required by the correspondent bank, an agency in the relevant state or the bank itself or also if the payment is directly or indirectly related to a party subject to sanctions or restrictions by a foreign state.

6.14. The Bank has the right not to execute an order if the underlying transaction or the purpose or economic substance of the order remains unclear to the Bank, the Client wishes to execute a payment on behalf of a third party, or if executing the order would run counter to the Bank's risk appetite. The Bank also has the right not to execute an order if the Client does not provide the Bank with sufficient information and documents for the Bank to comply with due diligence measures, or if the explanations and documents fail to allay the Bank's suspicions that an unlawful transaction, terrorist financing, money laundering or a breach of sanctions may have occurred, or the transaction runs counter to the Bank's risk appetite for any other reason.

6.15. If the client provides the bank with multiple orders for execution, the bank shall execute these in the chronological order of their provision, unless stipulated otherwise by legislation or the terms and conditions of service.

6.16. The order provided to the bank shall be valid until the due execution of the order or until the order is considered by the bank to have been cancelled.

6.17. As a rule, the client shall not be entitled to withdraw an order provided to the bank and accepted by the bank for execution. If, however, based on a relevant application of the client the bank cancels an order accepted for execution, the client shall indemnify the bank for any costs

and loss or damage incurred in relation to having begun to execute the order and/or having cancelled the order. The bank shall be entitled to refuse at its discretion to cancel an order accepted for execution.

6.18. The client shall be obliged to count any amounts to be paid into an account in cash before payment and any amounts disbursed immediately upon receiving them, and to submit any complaints on the spot. The bank shall not be obliged to consider any subsequent complaints.

6.19. If funds or other assets have been transferred to the account by mistake, the client shall notify the bank thereof immediately upon discovering the erroneous transfer. The bank shall be entitled to deduct from the account, by means of a corrective transfer, any funds or assets mistakenly transferred to the account.

## 7. Restrictions on the disposal of the account and on the use of the service

### 7.1. Blocking and other restrictions

7.1.1. Blocking is an activity as a result of which, on the initiative of the client or the bank, the client's right to effect all or some transactions or other operations has been suspended.

7.1.2. The bank shall block the account or service based on the client's order transmitted in writing or in some other manner agreed between the bank and the client.

7.1.3. When an oral order to block is provided, the bank shall be entitled to ask the party providing the order more detailed questions based on the information previously provided to the bank by the client, so as to verify the person's identity. If the bank has doubts about the identity of the person, the bank shall be entitled to not block the account or service. In this case, the bank shall not be liable for any loss or damage due to a failure to block the account or service (unless legislation stipulates otherwise).

7.1.4. The bank shall have the right to block an account or service, to refuse to provide a service or to establish other restrictions on the use of a service (e.g. setting service, transaction or client-based limits or reducing existing limits) in the following cases:

7.1.4.1. The account does not have the funds to settle the claims that the bank or a financial company in the group of companies of the bank has against the client;

7.1.4.2. the circumstances set out in clause 6.9 emerge or, in the Bank's view, the Client does not provide the Bank with sufficient documents or information for the Bank to perform its due diligence procedures arising from law, or in spite of its efforts to do so, the Bank has been unable to check, within a reasonable period of time, the information or documents used to identify the Client or to perform other due diligence procedures, or in other cases where the Bank notifies the Client of the extraordinary termination of the customer relationship;;

7.1.4.3. The client or the client's representative does not provide the documents required by the bank for the

ascertainment of the right of representation;

7.1.4.4. The bank has been provided with contradictory information about a person(s) having the right of representation or documents the veracity of which the bank has reason to doubt;

7.1.4.5. The bank suspects the client of money laundering or terrorist financing or some other crime (e.g. fraud) or the facilitation thereof;

7.1.4.6. The bank suspects that the assets in the client's account(s) have been obtained as a result of crime, or there have become known facts resulting in a need to ascertain the legal origin of the client's funds or assets;

7.1.4.7. The bank suspects that the client or related person or the order initiated is related to a person, field of activity or territory subject to international sanctions or other national transaction restrictions (e.g. sanctions of the European Union or the United States);

7.1.4.8. The company mediating the service (e.g. correspondent bank, international card organisation or other settlement system administrator) has introduced restrictions on the relevant country, territory, field of activity, currency, service, transaction or person;

7.1.4.9. The bank learns that the funds or other assets in the client's account(s) has (have) been transferred to the account(s) by mistake;

7.1.4.10. The limited nature of the active legal capacity of the client or their representative has become apparent or reasonable doubt has arisen as to their capacity to exercise will or actual intent;

7.1.4.11. The bank learns the fact that a client who is a legal person has been removed from the register;

7.1.4.12. The bank learns the fact that a client who is a natural person has died;

7.1.4.13. The account has been frozen in full or in part;

7.1.4.14. The right to block or establish another restriction results from the agreement or the terms and conditions of service;

7.1.4.15. In the assessment of the bank, blocking or establishing another restriction is necessary in order to prevent loss or damage for the bank, client and/or a third party.

7.1.4.16. despite the Client's explanations, the Client's need for cash or for the amount of cash in question remains unclear to the Bank or the Bank remains unconvinced of the need.

7.1.5. The bank shall unblock the account or service or other restriction of which it has initiated the blocking once the circumstance based on which it was blocked or restricted has been removed. A block or other restriction imposed on a fixed-term basis shall be lifted by the bank when the time limit lapses, or the bank shall extend the time limit of the block or other restriction as needed.

7.1.6. An account or service blocked at the client's initiative shall be unblocked by the bank on the basis of an order from the client.



7.1.7. The bank has the right to establish upper limits on payment transactions and cash transactions in the emergency situations defined in law, or if the threat of such an emergency exists, so as to ensure the continuity of vital payment services, and to unilaterally reduce the use limits designated in the agreement. In such a case, the client has the right to amend the limits determined in the agreement within the maximum limits established by the bank.

7.1.8. The bank shall not be liable for any loss or damage resulting from the account or service being blocked or otherwise restricted.

## 7.2. Freezing of the account

7.2.1. The bank shall freeze the account at a third party's request only in instances and according to the procedure stipulated by law.

7.2.2. The bank shall release the frozen account based on a decision by the agency or person who issued the decision, decree or precept to freeze the account or on the basis of a final judicial decision.

## 7.3. Succession

7.3.1. The bank shall not effect payment orders valid at the time of receipt of notification of a client's death if the due date for executing them is in the future.

7.3.2. Disbursements from the account of a deceased client shall be made by the bank based on a certificate of the right of succession and/or the right of ownership or based on other documents under legislation, including the legislation of a foreign state, or a final judicial decision.

7.3.3. The bank shall be entitled to make disbursements from the account to members of the immediate family of a deceased client in relation to funeral costs in the amounts set by the bank and based on the documents required by the bank.

7.3.4. Once all of the disbursements have been made, the bank shall close the deceased client's account and any other agreements related to the account (e.g. Internet bank agreement).

## 7.4. Maintenance and development works on information systems

7.4.1. The bank shall be entitled to perform scheduled maintenance and development works on its information systems. Where possible, the above works shall be performed at night.

7.4.2. Where extraordinary circumstances become apparent, the bank shall be entitled to carry out extraordinary maintenance or development works at a time of its choice, in order to prevent major loss or damage.

7.4.3. During the performance of maintenance or development works, the performance of the bank's obligations towards the client under the agreement shall be suspended in part or in full. The bank shall not be

obliged to indemnify the client for any potential loss or damage resulting from its failure to perform its obligations under the agreement for the above reason.

## 8. Interest

8.1. The bank shall calculate interest based on the rate set for the given service on the price list or agreed in the agreement.

8.2. If the interest rate and the basis for its calculation have not been agreed in the agreement, the bank shall be entitled to change the interest rate unilaterally by notifying the client thereof as agreed.

8.3. Interest shall be calculated and disbursed according to the terms and conditions of service.

8.4. If legislation provides for the obligation to pay income tax on interest, the bank shall withhold income tax on any amount subject to disbursement on the bases and according to the procedure stipulated in legislation. At the client's request, the bank shall issue a certificate concerning income tax withheld on an amount of interest.

8.5. If the agreement states that the interest rate is calculated on the basis of the base interest rate originating from a public source (hereinafter referred to as the base rate) and, unless otherwise provided by the respective agreement, the bank replaces the base rate specified in the agreement with a new base rate and, if necessary, changes the terms and conditions for the calculation of interest, if:

8.5.1. the base rate is not available;

8.5.2. the base rate administrator or its supervisory authority has publicly announced that the base rate administrator has terminated or plans to terminate the publication of the base rate permanently or indefinitely and, at the moment of announcement, the administrator has no legal successor to continue the publication of the base rate;

8.5.3. the supervisory authority of the base rate administrator has publicly announced that, in its opinion, (i) the base rate is no longer representative or becomes non-representative, and (ii) the representativeness of the base rate will not be restored;

8.5.4. use of the base rate is not permitted;

8.5.5. the methodology for calculating the base rate has significantly changed; or

8.5.6. the base rate cannot be applied due to another circumstance that is not under the control of the bank.

The Bank shall replace the base rate specified in the agreement with a new base rate proceeding from the following principles:

- the €STR (euro short-term rate) is applied first of all and the forward-looking methodology shall be used;
- if the new base rate €STR, which is calculated using the forward-looking methodology, is not available or its use is declared unsuitable by the European

Commission, a national supervision authority or another competent authority, the base rate determined or recommended by the European Commission, the national supervision authority or another competent authority shall be applied as the new base rate.

The Bank shall inform the client of the date of entry into force of the new base rate (hereinafter referred to as the replacement date). If the base rate specified in the agreement cannot be used, the interest rate shall be calculated on the basis of the last fixed base rate until the replacement date or until the date the base rate is changed after the base rate becomes available again.

Upon replacement of the base rate, the possible agreements on the equalisation of the negative base rate with 0.00% and application of the minimum interest rate set out in the agreement shall remain in force.

In order to ensure the economic equivalence of the new base rate, the bank has the right, upon replacement of the base rate, to adjust the margin on the basis of which the interest rate specified in the agreement is calculated. The margin is adjusted in accordance with the provisions of law or another legal act as well as the guidelines or recommendations issued by the European Commission, a national supervisory authority or another competent authority. The bank shall inform the client of the entry into force of the new margin with a notice on the replacement date.

Further information about the base rate €STR can be found on the website of the European Central Bank at [www.ecb.europa.eu](http://www.ecb.europa.eu).

The client has the right to cancel the credit agreement early and without paying the compensation related to early repayment to the bank within 60 days of receipt of the notice of the replacement date by notifying the bank thereof and performing all the obligations arising from the credit agreement. If the client fails to perform all the obligations arising from the credit agreement within the aforementioned 60 days, it shall be deemed that they have agreed to all the changes related to the replacement date.

## 9. Service fees and debts and the withholding thereof

9.1. The bank shall be entitled to charge and the client shall be obliged to pay for a service provided the fee is stipulated on the price list and/or in the agreement.

9.2. The bank and the client may agree on service prices that are different from those on the price list.

9.3. In addition to what is set out on the price list and/or agreed separately in the agreement, the client shall pay the bank's costs resulting from any operations effected in the client's interests (e.g. postal or telephone costs, costs related to background screening of the client necessary for the continuation of the client relationship or related to updating their information or the like) and any costs related to the agreement (e.g. costs of collateralisation or

insurance, notaries' fees or the like).

9.4. For a service not indicated on the price list, the client shall pay according to the actual costs of the bank, in relation to which the client shall be entitled to require the provision of a copy of the relevant bill of costs.

9.5. The client shall be obliged to keep enough funds in their account for the bank to be able to withhold from the account all service fees or any other amounts or debts payable.

9.6. If there are not enough funds in the client's account related to the service to pay a service fee or any other amount payable (including debts), the bank shall be entitled to withhold the relevant amounts from any other account held by the client. The bank shall withhold amounts payable in the currency in which they have been incurred. In the absence of the relevant currency, the bank shall be entitled to convert the necessary amount from another currency in the client's account based on the exchange rate for the relevant currency in effect at the bank on the date of the withholding.

9.7. The bank shall be entitled to first withhold from the client's account any amounts payable to the bank that have become due. The bank shall also have the above right if, after these amounts have become due but before they have been withheld, the client or a third party has presented a different order, unless legislation stipulates otherwise.

9.8. If the client has outstanding obligations under multiple agreements, the bank shall determine the obligation to be offset against the amounts withheld from the account.

9.9. In the case of a payment service, a client that is a natural person shall pay regular service fees under the agreement solely until the expiry of the agreement. The bank shall return any service fee prepayments of to a client that is a natural person proportionately, based on the expenses actually incurred in order to provide the service by the time of the termination of the agreement. Any service fee paid for the date on which the agreement expires shall not be refunded by the bank. Nor shall the bank refund any service fee prepayments to a client that is a legal person.

9.10. Information about service fees specified on the price list or in the agreement, other amounts or debts withheld from the account shall be available to the client on the account statement.

## 10. Delays

10.1. Unless agreed otherwise between the bank and the client, in the event of a delay in the execution of an order the bank shall pay late interest at the interest rate stipulated by law on the overdue amount for the period of delay.

10.2. The bank shall not pay any late interest for its failure to execute an order if the order has been contradictory or incorrectly prepared by the client or if the client has not provided the additional information and/or documents

required by the bank within the time limit required by the bank or if the order has not met any other requirements established by the bank or legislation.

10.3. The client shall pay the bank late interest at the rate stipulated in the agreement, in the terms and conditions of service or on the price list.

## 11. Liability

11.1. The client and the bank shall perform their obligations in good faith, reasonably, in compliance with the due diligence requirements and in observation of the customs and practices.

11.2. For their failure to perform their obligations duly or at all, the parties shall be liable if there is culpability.

11.3. The parties shall not be liable for not performing their obligations due to the action of force majeure (e.g. war, unrest, forces of nature), public authorities (e.g. the state, local government, Bank of Estonia) or some other circumstance beyond the parties' control (e.g. bomb threat, strike, moratorium, general failure of computer systems, failure of communications lines or electricity supply interruption), which the obliged party cannot have influenced and which it cannot have been reasonably expected to prevent.

11.4. The bank shall not be liable for any loss or damage caused by changes in currency or securities rates or by any other investment risks.

11.5. The bank shall not be liable for any consequential loss or damage incurred by the client (e.g. loss of income).

11.6. The bank shall not be liable for any loss or damage incurred by the client or a third party by the client's failure to perform their notification obligation specified in clause 5.2.2.

11.7. The bank shall not be liable for any loss or damage caused by the bank's ignorance of a legal person's lack of passive legal capacity or a natural person's lack of active legal capacity or capacity to exercise their will.

11.8. The bank shall not be liable for services provided by third parties through the bank.

11.9. The bank shall not be liable for any damage caused by the bank's ignorance of any international sanctions or other limits to transactions from other countries imposed on the client (e.g. the European Union or United States sanctions).

## 12. Prevention of money laundering and terrorism financing

12.1. In implementing measures to combat money laundering and terrorist financing, the bank shall be guided by a risk-based approach and shall select suitable measures. When selecting a measure, the bank shall be guided by the nature of the transaction and an assessment of how great the risk might be that the client or a third party related to the transaction is or may become involved in money laundering or terrorist

financing.

12.2. The bank must have an overview of its clients, any parties related to them and the activity (including economic activity) of clients and the origin of their assets (the 'know your customer' principle). For compliance with the above, the bank shall implement the measures introduced in the Republic of Estonia and also internationally in relation to money laundering, terrorist financing and tax avoidance as well as measures to apply international sanctions.

12.3. To combat money laundering and terrorist financing, the bank shall be entitled and obliged to:

12.3.1. Regularly check the information based on which the client and their representative are identified;

12.3.2. Identify the client or the client's representative again if the bank comes to doubt the veracity of the information received during the initial identification;

12.3.3. At the time of the conclusion or during the term of an agreement, request from the client or their representative additional documents or information to ascertain, among other things, the client's nationality, tax residency, place of residence or establishment, field of activity, main business and/or contractual partners, turnover, actual beneficiary (beneficiaries), structure of ownership and control, proportions of cash or cashless transactions, frequency of transactions or information about the client's account(s) in other financial institutions;

12.3.4. Request from the client or their representative additional documents or information in order to ascertain the sources and origin of the funds or other assets used in the transactions, also require from the client the documents underlying a transaction (e.g. sales, lease or supply agreements; documents related to the shipment of goods, invoices or the like) or information or documents about the counterparty of a transaction, its actual beneficiary and/or another person involved in the transaction;

12.3.5. Monitor the services used by the client;

12.3.6. In the event of doubt, not accept for execution an order which has no note or for which an insufficient note has been provided;

12.3.7. Introduce temporary or permanent restrictions on the use of services or delay the execution of an order provided by or for the benefit of the client.

12.4. The client shall be obliged to meet the requirements of the bank specified in clause 12.3 and provide all of the required documents.

12.5. The bank shall be entitled to refuse to effect a transaction or return any amounts received for crediting the account to the payer if the client has not provided the information and/or documents specified by the bank in clause 12.3, or the bank is unable, despite its efforts, to fulfil its due diligence procedures required on the basis of legal acts linked to the prevention of money laundering and terrorist financing or if, based on the information and/or documents provided, the bank has come to suspect that money laundering or terrorist financing may

be involved.

### 13. Termination of the agreement

13.1. The bank shall be entitled to cancel the agreement extraordinarily without any advance notification if the client materially breaches its obligation under the agreement or if another event occurs which serves as a good reason for the bank to cancel the agreement.

13.2. In particular, a material breach of an obligation under the agreement or another good reason is at issue if:

13.2.1. The client or a related person has breached an obligation with which strict compliance is a prerequisite for the maintaining of the interest of the bank in continuing the performance of the agreement, such as in cases where:

13.2.1.1. The client or a person related to them has not submitted to the group of companies of the bank truthful, complete and accurate information in the course of their identification;

13.2.1.2. The client or a person related to them has not notified of any changes to the information contained in all of the agreements and/or documents provided to the group of companies of the bank;

13.2.1.3. The client or a person related to them has not provided, at the bank's request, sufficient and correct information and documents about their person, activities (including transactions, ownership relations, contractual partners and the content of their economic activities), the beneficiary and the origins of their money or other assets. Information and documents are considered sufficient if they enable the bank to answer the questions that have arisen in the course of applying the bank's due diligence procedures under legislation and duly apply the bank's due diligence procedures under legislation;

13.2.1.4. The client or a person related to them has not provided accurate information about their economic situation where this information is necessary and important for the bank or a financial company in the group of companies of the bank to make a crediting decision or perform other operations;

13.2.1.5. The client has not notified the bank about any deterioration in the economic situation of the client or any other circumstance that may prevent the client from duly performing its obligations towards the bank or a financial company in the group of companies of the bank.

13.2.2. the Client has submitted to the Bank false information or documents, incl. creating a misleading impression of themselves or their activities, the Bank considers the Client's activities to be bogus (e.g. a Client who is a legal person is not engaged in any substantive economic activity) or unclear, the Client performs transactions that do not correspond to that which is declared to the Bank, the Client performs unusual transactions that lack a clear economic purpose (e.g. performing transactions for the benefit or on behalf of a third party) or that deviate from their usual activities or

the usual activities of a Client comparable to them; similarly, if the explanations and documents provided by the Client or a person linked to them do not allay the Bank's suspicions that the Client's activities are bogus, unclear or lack a clear economic purpose, or if there is a suspicion that the documents provided have been falsified, or if the Client's activities are unclear despite their explanations, or if, in the Bank's view, the Client is not fulfilling an obligation applicable to them under the law;

13.2.3. the Bank suspects the Client or a person linked to them of tax avoidance, performing unlawful transactions, money laundering, terrorist financing or another crime;

13.2.4. The bank suspects the client or a related person of being a front or a front company;

13.2.5. International sanctions or other national restrictions have been introduced in relation to the client or a related person (incl. sanctions under European Union or United States legislation);

13.2.6. the Bank is unable to satisfy itself that the Client is not in breach of an international sanction or another national restriction on transactions (incl. sanctions arising from European Union or United States legislation); or the Client themselves or a business partner connected to them is not implementing, in the Bank's view, sufficient measures to ensure that their activities comply with valid sanctions, or related circumstances in the data set indicate the potential circumvention of sanctions;

13.2.7. a change in a member of the management body, direct or indirect shareholder or beneficiary of the Client is not acceptable to the Bank;

13.2.8. in the Bank's view, the Client, any persons linked to the Client, any partners of the Client and/or activities run counter to the Bank's risk appetite (incl. if the Bank has repeatedly refused to execute a transaction with the Client because of due diligence);

13.2.9. The client operates without a registration or an activity licence required by law;

13.2.10. The circumstances specified in clauses 4.5.9 and 4.5.10 become known about the client or a related person;

13.2.11. An act or omission of the client has caused loss or damage or the actual risk of loss or damage for the bank or a financial company in the group of companies of the bank;

13.2.12. Deliberately or due to gross negligence, the client has failed to perform its obligation under a settlement agreement or another agreement concluded with the bank or another financial company in the group of companies of the bank;

13.2.13. The client has failed to perform an obligation under an agreement concluded with the group of companies of the bank, and the said fact provides the bank with reasonable grounds to presume that the client is not going to perform their obligations under the agreement (e.g. the client has run into debts repeatedly) also going forward;

13.2.14. There has occurred an event which, in the reasoned opinion of the bank, may prevent the client from duly performing their obligations under the agreement or will have a material adverse effect on the client's business activities or financial situation (e.g. bankruptcy or liquidation proceedings in relation to the client);

13.2.15. There is another compelling reason, especially if the continuation of the agreement is prevented by a legal obstacle, such as limited active legal capacity or a total absence thereof, inconsistencies or lack of clarity in or the absence of rights of representation;

13.2.16. The termination of the agreement is required by the supervisory authority in Estonia (e.g. Financial Supervision Authority) or in a foreign state or some other competent authority;

13.2.17. the termination of the agreement is required by the international settlement system administrator (e.g. International card organisation), a correspondent bank of the bank or some other bank;

13.2.18. The client shall not be considered a compliant person on the basis of any rules whatsoever on tax information exchange;

13.2.19. The bank becomes aware of the fact that the client who is a natural person has died;

13.3. The bank has the right to extraordinarily terminate the main payment service agreement concluded with the consumer in the following cases:

13.3.1. The consumer has deliberately used the payment account for unlawful purposes;

13.3.2. Transactions have not been executed in the payment account on the basis of the client's orders for more than 24 consecutive months;

13.3.3. The consumer has provided the bank with incorrect information in order to gain access to the payment account as the main payment service when the provision of correct information would not have granted them this right;

13.3.4. The consumer no longer lives in the European Union on a lawful basis;

13.3.5. The bank is unable, despite its efforts, to fulfil its due diligence procedures required on the basis of legal acts linked to the prevention of money laundering and terrorist financing;

13.3.6. The bank suspects the consumer of money laundering or terrorist financing;

13.4. If the Bank terminates the payment service agreement on the basis of clauses 13.3.2 or 13.3.4, the Bank must notify the consumer of this at least two (2) months in advance. In the other cases named in clause 13.3, the Bank has the right to terminate the main payment agreement without any notice. 13.5. Before the extraordinary cancellation of an agreement, the bank shall consider thoroughly all the facts and make a decision reasonably.

13.5. Before the extraordinary cancellation of an

agreement, the bank shall consider thoroughly all the facts and make a decision reasonably.

13.6. Upon the extraordinary cancellation of the agreement due to the impossibility of applying due diligence procedures under legislation, the bank shall only transfer the client's assets to an account that has been opened in a credit institution entered in the Estonian commercial register or a branch of a foreign credit institution or in a credit institution that is registered or whose place of business is in a state within the European Economic Area or a state where requirements equal to those of directive (EU) 2015/849 of the European Parliament and of the Council apply. In the event of a situation described in this clause, the bank may transfer assets to an account other than the client's only in the cases and according to the procedure set forth by law.

13.7. The Client is entitled to cancel an open-ended agreement at any time by notifying the Bank thereof at least one (1) month in advance, unless otherwise set out in the terms and conditions of the service.

13.8. The Bank is entitled to cancel an open-ended agreement at any time by notifying the Client thereof at least two (2) months in advance, unless otherwise set out in the general terms and conditions, in the terms and conditions of the service or in the law. The right to ordinarily terminate an agreement does not apply to a main payment services agreement which has been entered into with a consumer who is residing in the European Union on a legal basis.

13.9. The agreement concluded between the bank and the client who is a legal entity is deemed to have ended if the client who is a legal entity has been deleted from the register and has not been reinstated in the register within 60 calendar days from the date of deletion.

## 14. Settlement of disputes

14.1. Every effort shall be made to resolve any differences between the parties by means of negotiations immediately on emergence of differences.

14.2. If differences cannot be settled on the spot immediately, a complaint shall be submitted in writing or in some other manner (e.g. via the Internet bank).

14.3. The complaint shall set out the facts and documents based on which the complaint is being presented. If the document underlying the complaint is not freely available to the bank, the relevant document or a copy thereof shall be attached to the complaint.

14.4. The bank shall respond to the client's complaint not later than within 15 (fifteen) calendar days from receiving the complaint. If a response to the complaint cannot be provided within the above period due to its complexity or the need to establish additional facts, the bank shall notify the party that submitted the complaint of this and, furthermore, advise them of the time limit within which a response to the complaint will be provided.

14.5. Failing agreement between the parties, the client shall be entitled to contact a national supervisory



authority (Financial Supervision Authority, Consumer Protection and Technical Surveillance Board) or file a claim with a court in order to resolve the dispute and/or obtain an additional independent assessment.

14.6. For the protection of their rights, the consumer may appeal to the Consumer Disputes Committee of the Consumer Protection and Technical Surveillance Board. More details can be found on the website <https://ttja.ee/>.

14.7. Supervision over the bank is performed by the Estonian Financial Supervision Authority, address Sakala 4, 15030 Tallinn, telephone 668 0500, fax 668 0501, e-mail [info@fi.ee](mailto:info@fi.ee), website [www.fi.ee](http://www.fi.ee).