

# Term deposits standard Terms and Condi- tions of Standing Order Agreement

## Definitions

The terms defined in the General Terms & Conditions of the Bank and the Terms & Conditions of the Settlement Agreement are also used in the terms and conditions in addition to the terms defined below.

**Price List** means the price list of services established by the Bank, which is available at the Bank's branches and on the website [www.cooppank.ee](http://www.cooppank.ee).

**Deposit account** means a term deposit account opened by the Bank for a depositor, to which the deposit amount is transferred on the day of deposit.

**Deposit Amount** means the amount of money deposited in the deposit account under the agreement.

**Depositor** means a natural person or legal entity who has entered into a term deposit agreement with the Bank.

**Deposit Period** means the period starting on the day of deposit and ending on the day before the expiry date of the agreement, except in the case of automatic renewal of the agreement where several deposit periods fall between the day of deposit and the expiry date of the agreement.

**Deposit Date** means the date on which the Deposit Amount is debited from the account.

**Interest** means the fee paid by the Bank to the Depositor for depositing the Deposit Amount.

**Account** means the Depositor's current account with the Bank from which the Bank debits the Deposit Amount and to which the Bank transfers the Deposit Amount upon the expiry of the Agreement.

**Agreement** means the term deposit agreement entered into between the Bank and the Depositor, the inseparable part of which are these standard terms and conditions of the term deposit agreement.

**Agreement Expiry Date** means the day following the expiry of the last Deposit Period.

**Bank** means Coop Pank AS.

**Terms & Conditions** means these Terms & Conditions of Term Deposit Agreement.

## 1. General provisions

1.1. According to the Agreement, the Depositor makes a deposit with the Bank for the agreed Deposit Period,

which the Bank returns on the Agreement Expiry Date and on which it calculates and pays Interest to the Depositor.

1.2. The existence of the Depositor's Account in the Bank is a precondition for entry into the Agreement.

1.3. The Deposit date is determined when the Agreement is signed.

1.4. The Depositor ensures the availability of the Deposit Amount in the Account on the Deposit Date. By entering into the Agreement, the Depositor grants the Bank the right to debit the Deposit Amount from the Account on the Deposit Date and transfer it to the Deposit Account.

1.5. The Agreement can be entered into in a currency accepted by the Bank at the Bank's branches as well as via the Internet Bank.

1.6. The Terms & Conditions of Term Deposit (including the deposited currencies, minimal deposit amounts, interest rates of the deposit periods by currency, service fees related to the management of the Agreement, etc.) are established and amended by the Bank. The Depositor can obtain information about these details from the Bank's website and branches.

1.7. No additional deposits or withdrawals can be made to or from the Deposit Account. The Depositor is not entitled to dispose of the Deposit Amount during the Deposit Period.

1.8. The Bank keeps account of the Deposit Amount and the Interest paid. The Depositor can obtain information on the Deposit Amount and the Interest paid out via the Internet Bank or, on request, from the Bank's branches. If the Depositor has not entered into an agreement for using the Internet Bank, they have the right to receive, on request, a free statement with information on the Deposit Amount and the Interest paid out for the relevant calendar year from the Bank's branches once a calendar year.

## 2. Automatic extension of the Agreement

2.1. The Depositor may opt for automatic renewal when entering into this Agreement.

In such a case, the current Deposit Period will expire on the Agreement Expiry Date as initially defined, but the Agreement will be automatically renewed for a new Deposit Period, which is equal to the number of full months of the previous Deposit Period.

The expiry date of the preceding Deposit Period is also the starting date of the next Deposit Period.

2.2. If the Agreement is automatically renewable, the Depositor must specify in the Agreement whether:

2.2.1. the Agreement will be renewed for a new Deposit

Period only to the extent of the Deposit Amount, in which case the Bank will transfer the Interest calculated and payable for the expired Deposit Period to the Account of the Depositor; or

2.2.2. the Agreement will be renewed for a new Deposit Period only to the extent of the Deposit Amount and the Interest calculated and payable for the expired Deposit Period by which the Deposit Amount will increase.

2.3. If the automatic renewal of the Agreement has not been agreed at the time of entry into the Agreement, the Depositor has the right to give the Bank a corresponding order in a format accepted by the Bank also at a later date, unless the Bank has a claim against the Depositor which has become due and payable and for which there are insufficient funds in the Depositor's Account or another agreed account. If at the time of the entry into the Agreement it was agreed that the Interest will be paid out on a monthly basis, the Depositor has the right to instruct the Bank at a later date to automatically renew the Agreement only up to the Deposit Amount.

2.4. The order for automatic renewal of the Agreement must be submitted to the Bank no later than 5 (five) settlement days before the Agreement Expiry Date.

2.5. In the case of automatic renewal of the Agreement, the interest rate for the new Deposit Period will be the corresponding interest rate in force at the Bank at the time of the renewal and the method of payment of the Interest will be the method of payment agreed when the Agreement was entered into.

2.6. The order for automatic renewal of the Agreement is valid until the Depositor's notice on withdrawal from the automatic renewal in a format accepted by the Bank. The notice on withdrawal from the automatic renewal of the Agreement must be submitted to the Bank no later than 5 (five) settlement days before the Expiry Date of the current Deposit Period.

2.7. In the event of automatic renewal of the Agreement, the Agreement Expiry Date initially set will be the day following the expiry date of the last Deposit Period.

### 3. Interest

3.1. The Bank will pay the Depositor interest at the rate fixed in the Principal Terms & Conditions of the Agreement, except in the case of automatic renewal in accordance with clause 2.5.

3.2. Calculation of Interest starts on the day of deposit and ends on the day before the Agreement Expiry Date.

3.3 The Depositor determines the frequency of interest payments when the Agreement is entered into, which can be:

3.3.1. once a month, on the 1st (first) day of each month

for the previous calendar month, or

3.3.2. on the Agreement Expiry Date.

3.4. If the Agreement is automatically renewed to the extent of the Deposit Amount and the Interest added thereto, or if a written instruction to this effect is given during the Deposit Period, the Interest for the Deposit Period ending will not be paid out but added to the Deposit Amount.

3.5. During the term of the Agreement, the Depositor may not change the method used to pay out the Interest.

3.6. The Bank calculates interest on the basis of 360 days per calendar year and 30 days per calendar month.

3.7. The Bank transfers the Interest to the Depositor's Account (except in the case mentioned in clause 2.2.2.).

3.8. In the event of early termination of the Agreement, the Bank does not pay Interest to the Depositor for the current Deposit Period and deducts the Interest paid out monthly from the Deposit Amount paid out. This clause does not apply in the event of cancellation of the Agreement as referred to in clause 4.3.

### 4. Term, amendment and termination of Agreement

4.1. The Agreement enters into force on the Deposit Date, provided that there are sufficient funds in the Account for the Bank to debit the Deposit Amount.

4.2. The Bank has the right to unilaterally amend the terms and conditions of the Agreement (including the Price List) by disclosing the amendments in full at least 2 (two) months before their entry into force at the Bank's branches, on the Bank's website or via another electronic channel.

4.3. If the Depositor has not cancelled the Agreement within the term specified in clause 4.2., it will be deemed that they have consented to the amendments. If the Depositor does not agree to the amendments, they have the right to cancel the Agreement immediately and free of charge before the amendments take effect.

4.4. The Agreement expires on the Agreement Expiry Date. The Bank transfers the Deposit Amount and the Interest that has been calculated, but not paid out, to the Account on the Agreement Expiry Date.

4.5. The Agreement expires prematurely if the Depositor has notified the Bank in writing of the termination of the Agreement in accordance with clause 4.3.

4.6. In other cases, the Depositor can cancel the Agreement early with the consent of the Bank, unless otherwise provided by mandatory legal provisions. In the event of early termination of the Agreement at the Depositor's request in the case specified in this clause, the Bank will make a payment to the Depositor free of service charge,

provided that the Depositor who is a natural person has notified the Bank of the request for early termination of the Agreement in a format accepted by the Bank at least 14 (fourteen) days in advance and the Depositor who is a legal entity has notified the Bank in a format accepted by the Bank at least 30 (thirty) days in advance. In the event of a shorter notice period, the Bank must be paid the service fee for the termination of the Agreement and the execution of the payout in accordance with the Price List, unless otherwise agreed. This clause does not apply in the event of cancellation of the Agreement as referred to in clause 4.3.

4.7. The Bank has the right to cancel the Agreement early on the basis arising from law or set forth in the General Terms & Conditions of the Bank.

## 5. Final provisions

5.1. The Bank has the right to withhold from the Account all fees related to the Agreement and set out in the Price List.

5.2. In matters and relations not covered by the Agreement, the parties proceed from the Terms & Conditions of the Settlement Agreement and the General Terms & Conditions of the Bank.

5.3. The Depositor's claims and complaints will be resolved pursuant to the provisions of the settlement agreement and the General Terms & Conditions of the Bank.