

Standard Terms & Conditions of Settlement Contract

Definitions

In addition to the terms defined below, the terms defined in the General Terms & Conditions of the Bank and the Terms & Conditions of Payment Transactions are also used in these terms and conditions.

Banking Plan is a set of banking services offered by the Bank for the monthly fee defined in the price list. The list of services included in the Banking Plan with the corresponding service fees, the monthly fee for the Banking Plan and other fees related to the Banking Plan (e.g. the fee for joining or termination) are defined in the price list and are accessible on the website and at the Bank's branches.

Settlement Date means the day when the payer, the payment service provider, the payee's service provider related to the execution of the transaction and the Payment Intermediary are open for the settlements required for the execution of the payment transaction. In general, a Settlement Date is any calendar day that is not a Saturday, Sunday, national or public holiday.

Authentication means an operation that allows the bank to check the use of a specific payment instrument, incl. its personalised security elements.

Account means a current account kept on behalf of the Client for execution of payment transactions.

Third Country means a country that does not belong to the European Economic Area.

Unique Identifier means the account identification number consisting of letters and numbers assigned to the client by the bank.

Contract means the settlement contract entered into between the bank and the client, which consists of the main terms and conditions agreed between the bank and the client and these Standard Terms & Conditions of Settlement Contract (hereinafter **the T&C**) and the documents referred to therein.

Contracting State means a state that belongs to the European Economic Area.

Payment Instruction means any order for the execution of a payment transaction given by the payer to the bank. A payment order may also be given through the payee.

Payment Transaction (Payment) means any cash deposit and payout, and transfer of money.

Means of Payment (Payment Instrument) is the personalised device or set of operations used by the Client to initiate a payment instruction, which has been agreed

between the Bank and the Client.

Payment Intermediary (incl. correspondent bank) means a person who participates in making a payment by agreement with the payer's bank or the payee's service provider and who is not the payer or the payee.

Payer/Client means a natural person or legal entity to whom an account has been opened and who issues payment instructions for debiting the account.

Payee means a natural person or legal entity, who is the beneficiary according to the Payment Instruction and whose account is credited on the basis of the Payment Instruction.

Payee Verification Service means a service to verify the name of the payee for payment to whom the payer intends to issue a Payment Instruction to the Bank.

Payee Service Provider means the payee's payment service provider.

Website means the Bank's website www.cooppank.ee.

Value Date is the day on which the Bank debits the Payer's account or credits the Payee's account and which serves as the basis for calculating the interest on the amount of money in the account.

1. General provisions

1.1. An account is opened for the Client for the execution of Payment Transactions and keeping money and the conditions of keeping the account are agreed on the basis of the contract.

1.2. The Contract regulates the relations between the Bank and the Client upon the use of the Account and the execution of Payment Transactions.

1.3. The Client may open several accounts in the Bank in their own name, unless this is prohibited by law or if the Client's existing accounts in the bank have been seized or the Client has arrears arising from contracts entered into with the Bank.

1.4. The list of payment services provided by the Bank is accessible on the Bank's Website.

1.5. The Service Terms & Conditions, the General Terms & Conditions of the Bank, the Privacy Policy, the Price List of the Bank and the Terms & Conditions of Execution of Payment Transactions established by the Bank are inseparable parts of the Contract.

1.6. The General Terms & Conditions of the Bank and effective legislation are applied to all of the account-related relations between the Bank and the Client that are not covered by the Contract and/or the Service Terms & Conditions.

1.7. The Client is aware of the Bank's right to refuse to enter into the Contract on the grounds provided for in the General Terms & Conditions of the Bank.

2. Use of Account

2.1. The Client has the right to keep the currency used in the Republic of Estonia and any other currency accepted and quoted by the Bank in the Account. The Client determines the currencies of the Account in the Contract and may change the currencies during the term of the Contract. The list of currencies accepted by the Bank is accessible at the branches halls and on the website of the Bank.

2.2. The Client has the right to use the Account for the performance of various operations in different ways and through different Means of Payment by choosing the suitable service from among the payment services offered by the Bank and entering into the respective payment service contract with the Bank. The Client also has the right to use the Account via the account information or payment initiation service providers that hold the respective authorisation. The Bank may refuse to grant access to the account information or payment initiation service provider in justified cases, especially when access has been gained or requested without authorisation or by way of fraud, including through the payment initiation service in the case of a Payment Instruction that is not authorised or initiated by way of fraud.

2.3. The Client uses the Account personally or through a person who has been authorised by the Client or has the legal right of representation, adhering, among others, to the following requirements:

2.3.1. the Client is not allowed to grant the right to use the Account to a person authorised by the Client for the purpose of allowing the authorised person of the Client to use the Account in the interest of the authorised person of the Client or a third party (e.g. to evade enforcement proceedings or bankruptcy proceedings);

2.3.2. a person who has the legal right of representation is not allowed to use the Client's Account for his or her own or a third party's benefit (e.g. to avoid enforcement proceedings or bankruptcy);

2.3.3. the consumer Client who has opened the Account for the purpose of making personal transactions is not allowed to use the Account for purposes related to economic activities (e.g. business, professional or professional activity);

2.3.4. corporate Clients and self-employed persons are allowed to use the Account for the purpose of carrying out transactions related to their business activity.

2.4. The Client or their representative must prove their right to use the Account in a manner acceptable to the Bank. The Bank has the right to refuse to execute a transaction if the Bank suspects that the person who wants to execute the transaction does not have the right to do this.

In said case, the Bank cannot be held liable for the damage caused due to the refusal to execute the transaction.

2.5. The Bank presumes that the Client's orders received

by the Bank via an account information or payment initiation service provider have been forwarded on the basis of the valid consent of the Client. The Bank may ask the Client for an additional confirmation before executing the respective order.

2.6. The Bank credits the Account to the extent of the payments received for the benefit of the Client, as a result of which the amount of money in the Account increases.

2.7. The Bank debits the Account as a result of which the amount of money in the Account decreases:

2.7.1. on the basis of the Client's Payment Instruction;

2.7.2. on the basis of another contract entered into between the Client and the Bank;

2.7.3. if a claim for a refund has been submitted in respect of an amount credited to the Account and the Bank suspects fraud, money laundering or terrorist financing, and the Client has not submitted the documents that would eliminate the suspicions by the deadline determined by the Bank;

2.7.4. in the other cases provided for in the Contract, the General Terms & Conditions or legislation.

2.8. Unless agreed otherwise, the Client has the right to execute transactions to the extent of the funds in the Account.

2.9. The Bank has the right to stop quoting a currency unilaterally by informing the Client, who keeps the respective currency in the Account, about this by the deadlines and the procedure set forth in the General Terms & Conditions of the Bank. The Bank converts the balance of the respective currency in the Account on the last day of quotation to the main currency on the basis of the exchange rate determined by the Bank.

3. Payment Instructions

3.1. Giving Payment Instructions

3.1.1. The Client submits their Payment Instructions to the Bank in writing, electronically, incl. via a payment initiation service provider, or in another manner agreed with the Bank (incl. via a Means of Payment).

3.1.2. The Payment Instruction of the Client may be aimed at execution of one or multiple payment transactions. The Bank and the Client agree on the execution of multiple transactions with a separate payment services contract (e.g. a standing order contract).

3.1.3. The Client must keep sufficient funds in the Account to guarantee the execution of the Payment Instructions and payment of the payment obligations arising from the Contract and the other contracts related to the Account entered into between the Bank and the Client.

3.1.4. A Payment Transaction is binding on the Client if the Client has granted their consent for the execution thereof in the manner provided for in the Contract (hereinafter Authorisation). The execution of a Payment Transaction will not be deemed authorised in the case consent for the

execution of the Payment Transaction was given in a manner that has not been agreed.

The Payment Transactions executed at the Bank's branches are authorised by the Client or their representative signing the Payment Instructions. In the case of other Means of Payment, the Payment Instruction is authorised by the Client according to the terms and conditions of the respective payment service contract and in the case of a payment initiation service, the Client grants their consent to the provider of the payment initiation service.

The Bank may ask the Client for an additional confirmation before executing the respective Payment Instruction.

3.1.5. In order to avoid any ambiguities and errors in the Payment Instructions, the Client is obliged to check the Payment Instructions before authorisation.

3.2. Withdrawal of Payment Instruction

3.2.1. As a rule, the Client cannot withdraw a Payment Instruction that the Bank has received and started to execute.

3.2.2. In order to withdraw a Payment Instruction, the Client must submit to the Bank a request in a format that can be reproduced by writing either electronically (via the Internet bank) or at a branch of the Bank.

All of the important data of the Payment Instruction and the reason for withdrawal must be indicated in the request.

3.2.3. If the payment is returned, the Bank will transfer the returned amount to the Account from which the payment was initiated. The Bank will not refund the service fee charged for the execution of the payment, unless otherwise provided for by law.

3.2.4. Upon the withdrawal of a Payment Instruction executed by the Bank, the Bank will make every effort to inform the Payment Intermediary, the Payee's service provider or the Payee of the request to withdraw the Payment Instruction. An executed Payment Instruction can be withdrawn only with the consent of the Payment Intermediary or the Payee's service provider if the amount of the payment is still at their disposal or with the consent of the Payee if the amount of the payment has been received in their account. The Bank does not give any confirmation or guarantee that the withdrawal of the Payment Instruction is possible in this case. The returned amount of payment is transferred back to the Account only if it has been received in the Bank's correspondent account.

3.3. Receipt of Payment Instruction and Verification of Payee

3.3.1. The Bank provides the Payer with the Payee Verification Service prior to the Payer authorising the Payment Instruction, except in the case of paper-based Payment Instructions, wherein the Bank provides the

Payee Verification Service to the Payer as soon as the Bank has entered the information contained in the Payment Instruction into its information system, and provided that the Payer is present.

3.3.2. If the Payee's service provider informs the Bank that the name of the Payee and the Payee's account provided by the Payer do not match, whether in whole or in part, the Bank informs the Payer of this before authorising the Payment Instruction, except in the case of paper-based Payment Instructions.

3.3.3. If the Payer authorises the Payment Instruction after receiving the notification referred to in clause 3.3.2, the Bank cannot be held liable for the execution of the Payment Instruction addressed to the wrong Payee.

3.3.4. A client who is a legal person has the right to opt out of the Payee Verification Service for Payment Instructions issued in bundles by submitting a request to this effect to the Bank in a format acceptable to the Bank. After opting out, the client who is a legal person has the right to rejoin the Payee Verification Service at any time by submitting a new application to the Bank in a format acceptable to the Bank.

3.3.5. The Payee Verification Service is not provided for International Payments.

3.3.6. The Bank has the right to presume that the content of a Payment Instruction authorised by the Payer corresponds to the Payer's intentions.

3.3.7. A Payment Instruction authorised by the Payer is binding on the Bank from the moment the Bank receives it. If the Bank receives the Payment Instruction on a day that is not a Settlement Date for the Bank or after the deadline for the execution of payment transactions determined by the Bank, the Payment Instruction is deemed to have been received on the next Settlement Date, except in the case of Instant Payments.

3.3.8. Before accepting a Payment Instruction, the Bank has the right to demand from the Payer documentary confirmation of the lawful origin of the funds used for the payment transaction, and to delay the execution of the Payment Instruction until the lawful origin of the funds has been proven.

3.4. Execution of Payment Instruction, deadlines

3.4.1. The Bank has the right to use the Payment Intermediary selected by the Bank in the execution of a Payment Instruction. If the client has appointed a Payment Intermediary with the Payment Instruction, the Bank has the right to change the Payment Intermediary without informing the Client thereof in advance.

3.4.2. The Bank guarantees the execution of a Payment Instruction on the Settlement Date following the receipt of the Payment Instruction. Said deadline may be extended by another Settlement Date upon the execution of a Payment Instruction initiated on paper. Said deadline does not extend to Instant Payments or to transactions made in currencies other than that of a Contracting State or where the Payee's service provider is not located in a

Contracting State.

3.4.3. The exact deadlines for the receipt and execution of Payment Instructions, along with other terms and conditions, are specified in the Bank document Terms & Conditions of Execution of Payment Transactions, which forms an inseparable part of the Contract.

3.4.4. The Bank and the Client may agree on the exact time when the Payment Instruction is executed. In this case, the Payment Instruction is deemed received at the agreed time. If the agreed time falls on a day that is not a Settlement Date for the Bank, the Payment Instruction is deemed to have been received on the next Settlement Date, except in the case of Instant Payments.

3.4.5. If a Payment Instruction is initiated with a date in the future, it will be deemed that the Bank received the Payment Instruction on the Value Date indicated by the Payer in the Payment Instruction, provided that all other conditions for receipt of the Payment Instruction are also met at the day. If the Value Date is not a Settlement Date for the Bank, the Payment Instruction is deemed to have been received on the next Settlement Date, except in the case of Instant Payments.

3.4.6. The Bank has the right to stop offering the option to initiate Payment Orders that are executed faster than usual (urgent payment) at any time.

The Bank informs the clients of said change at the Bank's branches and on the Bank's website.

3.5. Refusal to execute of Payment Instruction

3.5.1. The Bank has the right to refuse to execute a Payment Instruction in the following cases:

3.5.1.1. the Client or their representative fail to prove the right to use the Account in a manner acceptable to the Bank;

3.5.1.2. the funds required for the execution of the Payment Instruction and for payment of the related service fee are not available in the account;

3.5.1.3. the Payment Order has not been authorised in the agreed manner or exceeds the limit set for making payment transactions;

3.5.1.4. the data given in the Payment Instruction are incomplete, contradictory or do not comply with the terms and conditions of the Bank;

3.5.1.5. the Bank finds that the Client is unable to sufficiently understand the consequences of their transaction;

3.5.1.6. the Client does not submit to the Bank the documentary confirmation required in clause 3.3.8 of the terms of service or does not prove the lawful origin of the funds used for the performance of the transaction;

3.5.1.7. the Account has been blocked or seized;

3.5.1.8. suspicions of money laundering or terrorist financing have arisen in respect of the Client's transaction;

3.5.1.9. on any other basis arising from law, the precepts

applied to the Bank or the General Terms & Conditions of the Bank, incl. if the limitation of the active legal capacity of the Client or their representative has become evident or if justified suspicions have emerged regarding their decision-making capacity or actual intent.

4. Payment transactions in foreign currencies

4.1. The main currency of the Account is the euro unless otherwise agreed in the Contract. The Bank has the right to apply all the conditions and restrictions that have been established in the country of origin of the currency and that affect the Bank upon the conclusion of transactions in the given currency to the payment transactions and operations made by the Client in foreign currencies.

4.2. Payment transactions in foreign currencies are subject to execution in the same currency, unless otherwise agreed.

4.3. If an amount in a foreign currency, which has not been determined in the Contract, is received in the Account, the Bank will convert it into the main currency of the Account on the basis of the exchange rate determined by the Bank on the day the transaction was concluded, unless otherwise agreed. The exchange rates used for conversion of currencies are available at the Bank's branches and on the Bank's website.

4.4. The exchange rate used to credit and debit the Account in respect of a specific transaction is indicated on the account statement.

5. Transfers made in error

5.1. If an amount has been transferred to the Account in error, the Client must inform the Bank about this immediately after spotting the incorrect transfer and guarantee that the amount is preserved in the Account so that it can be returned.

5.2. The Bank has the right to block/debit the amount(s) in the Account that were transferred there in error by the Bank without requesting the consent of the Client.

5.3. If the Bank has made an error with the amount, details, reference number or other details of the payment when executing a Payment Instruction, the Bank has the right to debit and credit the Account without the Client's consent to make a correction transfer and execute the payment exactly according to the date in the Payment Instruction.

5.4. The Bank informs the Client of the operations carried out on the basis of clauses 5.2 and 5.3 in the manner established in the General Terms & Conditions of the Bank.

6. Interest rate

6.1. The Bank pays the Client interest for the money in the Account according to the rate established in the Bank's

price list, unless otherwise agreed.

6.2. Intressi arvestamise alused määratakse kindlaks pank. Intress kantakse kontole vähemalt kord aastas. 6.3. The Client has the right to receive information about the calculation and the procedure for payment of interest at any time.

7. Service fees and other amounts subject to payment

7.1. The Client pays the Bank the service fee set out in the price list for the opening and management of the Account, execution of Payment Instructions, communication of information, use of a Banking Plan and the other services related to the Account.

7.2. A Client who is a consumer only pays the regular service fees under the Contract until the expiry of the Contract. The Bank refunds the prepaid service fees to the consumer proportionally, taking into account, the actual expenses incurred for the provision of the service by the moment the Contract is terminated. The Bank will not refund the service fee paid for the day when the Contract expires.

7.3. The Client pays the Bank the service fee set out in the price list for the opening and management of the Account, execution of Payment Instructions, communication of information, use of a Banking Plan and the other services related to the Account.

7.4. The Bank debits the service fees and other amounts payable from the Account in the currency in which the transaction was concluded on the basis of the exchange rate determined by the Bank on the date of the transaction, unless otherwise agreed. If there the respective currency is not available, the Bank will convert the required amount from the main currency or the other currency in the account.

7.5. When a payment is executed, the Payer pays the fees required by their bank and the Payee pays the fees required by their bank.

7.6. The Bank may only debit the Account for offsetting the claims arising from the payment service contract, including for offsetting the claim for the fee payable to the Bank for settlements.

7.7. The Client must ensure a positive balance in the Account, unless the Bank and the Client have agreed in advance that overdrawing the Account is permitted.

If the available balance of the Account is exceeded as a result of transactions or the application of service fees, the Client must pay the Bank the default interest specified in the price list.

8. Keeping accounts of the Account and communication of information

8.1. Keeping accounts of the Account

8.1.1. The Bank keeps accounts of the crediting and

debiting of the Account.

8.1.2. The Client has the right to receive information about the status and the circumstances of crediting and debiting of the Account from the Internet bank or, at their request, from the Bank's branches.

8.1.3. The Client has the right to request an account statement on paper free of charge from a branch of the Bank once a year.

8.2. Communication of information

8.2.1. The Client receives information on the execution of a Payment Instruction from the client service employee if the Payment Instruction was submitted for execution at the Bank's branch or via an electronic Means of Payment according to the Contract.

The Client also receives information on the execution of a Payment Instruction from the account statement or, at their request, a branch of the Bank.

8.2.2. The Client receives information on the refusal to execute a Payment Instruction and its reasons via the Means of Payment in which the Payment Instruction was given. The Bank makes the information known during the Settlement Date following the receipt of the Payment Instruction. The reasons for refusal must not be disclosed if the Bank would breach an obligation imposed on it by doing this.

9. Terms & conditions of banking plans for private clients

9.1. The consumer Client is automatically considered to be a user of the Banking Plan without a monthly fee, unless the use of another Banking Plan is agreed.

9.2. For services not included in the Banking Plan, the consumer Client will pay by the ordinary procedure according to the price list.

9.3. The fees related to the Banking Plan are applied, *inter alia*, on the basis of the following principles:

9.3.1. if the monthly fee of the Banking Plan is related to the age of the consumer Client, the Bank will apply the monthly fee established for the new age as of the first day of the month when the consumer Client has their birthday (i.e. irrespective of the date when the age changed);

9.3.2. if a monthly fee must be paid to the Bank for the services related to the Banking Plan, the respective fee will be deemed paid as a total amount for all users of the respective service (e.g. the monthly fee for a bankcard covers all bankcards linked to the Account);

9.3.3. if the fee for the services related to the Banking Plan must be paid to the Bank on transaction-basis, the respective fee will be applied only to the transaction made by the consumer Client themselves (e.g. the fee related to the Banking Plan must be paid for the transactions made with the bankcard issued in the name of the consumer Client and the service fee set out in the ordinary price list

of the Bank must be paid for transactions made with a bankcard linked to the Account, but issued in the name of another person).

9.4. The consumer Client has the right to change the Banking Plan under the following conditions:

9.4.1. the consumer Client can change the Banking Plan once in a calendar month and on the condition that the consumer Client does not have any debts to the bank and the Account has not been seized;

9.4.2. in order to change the Banking Plan, the consumer Client must submit to the Bank a request for changing the Banking Plan in the format accepted by the Bank;

9.4.3. when changing the Banking Plan, the consumer Client must pay the Bank the fee for joining the Banking Plan according to the price list;

9.4.4. the consumer Client does not pay the monthly fee to the Bank for the month in which they join the Banking Plan;

9.4.5. the new Banking Plan with a monthly fee enters into force immediately after the Bank has received the application for changing the Banking Plan in the format accepted by the Bank;

9.4.6. the new Banking Plan without a monthly fee enters into force as of the calendar month following the submission of the application for changing the Banking Plan, unless otherwise agreed.

9.5. The Bank has the right to change the consumer Client's Banking Plan for a Banking Plan without monthly fee on the following conditions:

9.5.1 without prior notice if the consumer Client has a debt arising from the Banking Plan that amounts to at least three monthly fees;

9.5.2. automatically, if the Bank becomes aware that the consumer Client is deceased or that the consumer Client has been declared bankrupt or that the Account has been seized;

9.5.3 for any reason whatsoever by notifying the consumer Client at least two (2) months in advance;

9.5.4. the Bank notifies the consumer Client of changing the Banking Plan for a Banking Plan without a monthly fee in the manner specified in the General Terms & Conditions of the Bank, and the new Banking Plan enters into force as of the calendar month following the month in which the notification is sent. In the case described in point 9.5.2., the consumer Client will not be notified and the new Banking Plan will enter into force immediately.

9.6. In the application for changing the Banking Plan, the consumer Client determines the Account from which the Bank will debit the monthly fee for the Banking Plan and

the other fees related to the Banking Plan. The consumer Client can change the Account indicated in the application for changing the Banking Plan by submitting a new application to the Bank.

9.7. The Bank will debit the monthly fee of the Banking Plan for the current calendar month and other fees related to the Banking Plan (e.g. the fee for joining or termination) from the Account on the 10th day of the following calendar month.

9.8. The Bank will not refund the fee for joining the Banking Plan to the consumer Client when the Banking Plan is changed.

9.9. Upon the change of Banking Plans, the Banking Plan and all the benefits it provides will expire as of the moment the new Banking Plan becomes effective.

9.10. The Bank has the right to terminate the provision of a specific Banking Plan by informing the consumer Client in the manner specified in the General Terms & Conditions of the Bank at least two (2) months in advance.

10. Terms & Conditions of Banking Plan for Corporate Client

10.1. In order to join a Banking Plan, the corporate Client submits to the Bank an application for joining a Banking Plan on the form established by the Bank. The Banking Plan will become effective as of the banking day following the submission of the application and is indefinite, unless otherwise specified in the price list.

10.2. In the application for joining the Banking Plan, the corporate Client determines the Account from which the Bank will debit the monthly fee for the Banking Plan and the other fees related to the Banking Plan. The corporate Client can change the Account indicated in the application for joining a Banking Plan by submitting a new application to the Bank.

10.3. The Bank will debit the monthly fee of the Banking Plan for the current calendar month and other fees related to the Banking Plan (e.g. the fee for joining or termination) from the Account on the last day of the current calendar month.

10.4. If use of the Banking Plan is terminated in the middle of a calendar month, the Bank has the right to receive the monthly fee for said month in proportion to the number of days when the Banking Plan was effective irrespective of the reasons for the termination of the Banking Plan.

10.5. The corporate Client has the right to terminate the use of the Banking Plan at any time by submitting the relevant application to the Bank at a branch of the Bank or through the Internet Bank. The Banking Plan is deemed terminated as of the calendar month following the submission of the relevant application.

10.6. The corporate Client can change the Banking Plan once a calendar month and the new Banking Plan enters

into force as of the calendar month following the submission of the relevant application. In order to change the Banking Plan for another Banking Plan, the corporate Client submits the relevant application on the form established by the Bank. The Bank will not refund the fee for joining the Banking Plan to the corporate Client when the Banking Plan is changed.

10.7. If the corporate Client changes the Banking Plan for another Banking Plan offered by the Bank, the Banking Plan and all the benefits it provides will expire as of the moment the new Banking Plan becomes effective.

10.8. The Banking Plan of a corporate Client ends:

10.8.1. at the initiative of the corporate Client;

10.8.2. when the Bank becomes aware that the corporate Client has been deleted from the register;

10.8.3. when the Account is closed;

10.8.4. at the initiative of the Bank:

10.8.4.1 if the corporate Client has a debt arising from the Banking Plan to the Bank the total amount of which is at least as much as the monthly fee of the Banking Plan payable for three months. In the above case, the Bank will terminate the Banking Plan on the last day of the calendar month when the debt amount is reached without notifying the corporate Client thereof separately;

10.8.4.2. for any reason whatsoever by notifying the corporate Client about the termination of the Banking Plan at least one (1) month in advance.

10.9. The Bank has the right to terminate the provision of a specific Banking Plan by informing the corporate Client in the manner specified in the General Terms & Conditions of the Bank at least one (1) month in advance.

10.10. The ordinary price list of the Bank will apply to the corporate Client from the moment of the Banking Plan is terminated.

11. Liability of Parties

11.1. Liability of Client

11.1.1. The Client is liable for the errors, omissions, inaccuracies and transmission errors in the Payment Instruction sent by them to the Bank and for the damage caused to the Client as a result thereof.

11.1.2. The Client as the holder of the Means of Payment must perform the obligations of the holder of the Means of Payment set forth in the respective payment service contract and is liable to the Bank to the extent set forth in the respective service contract and law.

11.1.3. A Client who is a consumer is obliged to inform the Bank of an unauthorised or incorrectly executed payment immediately after becoming aware thereof, but no later than within 13 (thirteen) months of the date their Account was debited.

11.1.4. A Client who is a legal entity does not have the right to file claims and objections if they have not submitted the

notice specified in clause 9.1.3 to the Bank within 2 (two) months of the date their Account was debited without authorisation or the date the incorrectly executed payment was debited.

11.1.5. If the failure to execute a payment transaction or the incorrect execution thereof was caused by the Payment Intermediary selected by the Client, the Payment Intermediary selected by the Client will be liable to them. In addition to the above, the Bank will not be liable to a Client that is a legal entity for the breaches committed by the payment initiation service provider and the Payment Intermediary selected by the Bank. In these cases, the Client will submit a claim to the Payment Intermediary or the payment initiation service provider.

11.1.6. In the case of unauthorised payments made using a lost or stolen Means of Payment, the client will be liable pursuant to the procedure and to the extent set forth by law.

11.2. Liability of Bank

11.2.1. The Bank undertakes to execute a Payment Instruction in accordance with the Unique Identifier and a Payment Instruction will be deemed to have been appropriately executed in respect of the Payee corresponding to the Unique Identifier, incl. if the Unique Identifier of the payee is identified on the Client's order on the basis of the mobile number or another identifier accepted by the Bank.

11.2.2. In the case of a Payment Instruction received to the Account, the Bank has the right to verify the conformity of the name and account number and, in the case of non-conformity, refuse to execute the Payment Instruction. If the Bank cannot link a Unique Identifier to any payee or account, the Bank will return the payment.

11.2.3. The Bank will refund the amount debited from the Account immediately and without deductions, and restore the Account status as it was before the debiting, and pay default interest (to the extent set forth by law) at the request of the Client in the following cases:

11.2.3.1. the Bank has executed a Payment Instruction not authorised by the Client;

11.2.3.2. the Bank has failed to execute the Payment Instruction or executed it incorrectly.

11.2.4. The Client has the right to demand that the Bank inform them of the circumstances of failure to execute or incorrect execution of the Payment Instruction submitted by them.

11.2.5. If the incorrect execution of a Payment Instruction consisted of making deductions wrongly made from the amount of the payment by the Bank or the Payment Intermediary selected by the latter, the Payer has the right to demand that the Bank return the wrongly deducted amount immediately to the Payee.

11.2.6. A Payment Instruction executed on the basis of the Payee's Unique Identifier given in the Payment Instruction is deemed to have been correctly executed and the Client

has no right to submit the claims specified in this clause, incl. in the event that the Client authorises the Payment Instruction after receiving the notification referred to in clause 3.3.2. The Client has the right to request the Bank's assistance for recovering a paid amount if possible.

The Bank has the right to demand a fee for the assistance according to the Bank's price list.

11.2.7. In the case of disputes about whether a payment transaction was authorised or appropriately executed, the Bank must prove that the payment transaction was authenticated, correctly documented, recognised in accounts and the execution of the transaction was not affected by any deficiency.

12. Term, amendment and termination of Contract

12.1. Term of Contract

12.1.1. The Contract takes effect from the moment it is entered into and remains in force for an unspecified term.

12.2. Amendment of Contract

12.2.1. The Bank has the right to amend the service terms (including the price list, terms and conditions for execution of payment transactions) unilaterally by informing a consumer Client about this at least two (2) months in advance a corporate client at least one (1) month in advance, and by publishing the amendments at the same time in full at the Bank's branches, on the Bank's websites or via another electronic channel. The notice period will not apply if the service terms and conditions are made more favourable for the Client or if the need for the amendments arises from legislation or the guidelines of a supervisory authority.

12.2.2. If the Client has not cancelled the Contract within the term specified in clause 12.2.1, it will be deemed that they have consented to the amendments. If the Client does not agree to the amendments, they have the right to cancel the contract immediately and free of charge before the amendments take effect, except in the cases specified in clause 12.3.1.

12.3. Termination of Contract

12.3.1. The Client has the right to cancel the contract at any time, except if the Client has entered into Contracts with the Bank that require the existence of the Account and the deadline of which has not arrived and/or the Client has other outstanding obligations to the Bank.

The Client must submit the respective written application to the Bank in order to cancel the Contract.

12.3.2. If the Client cancels the Contract before 6 (six) months have passed of entry into the Contract, the Bank has the right to debit the contract termination fee according to the price list.

12.3.3. The Bank has the right to cancel the Contract entered into with a corporate client unilaterally in justified

cases by notifying the client who is a legal entity about this at least one (1) month in advance.

12.3.4. The Bank has the right to cancel the Agreement extraordinarily and unilaterally on the grounds provided for in the General Terms & Conditions of the Bank and in compliance with the notice periods provided for in the General Terms & Conditions of the Bank.

12.3.5. In addition to the grounds set forth in the General Terms & Conditions, the Bank has the right to cancel the Contract entered into with a corporate client unilaterally and close the Account if the balance of the Account does not exceed ten (10) euros or an equivalent amount in another currency and no transactions have been executed on the Account on the basis of the orders of the corporate client for at least six (6) months. In the case described in this clause, the Bank gives notice of the cancellation of the Contract and closure of the Account to corporate clients at least one (1) month in advance.

13. Consequences of Contract expiry

13.1. The expiry of the Contract has no impact on the collection or satisfaction of the financial claims that emerged before the expiry of the Contract.

13.2. Upon expiry of the Contract, the Bank will transfer all the interest payable to the Account and withhold all outstanding service fees and the Client's debts to the Bank from the Account.

13.3. The Bank pays the balance of money left in the Account out to the Client or the third party determined by them, or transfers it to the account indicated by the Client, unless otherwise provided for by law.

13.4. The Bank closes the Account within one (1) month of the expiry of the Contract. If a payment made to the consumer Client is received by the Bank during this time, the Bank will accept the payment and inform the consumer Client about this. This point does not apply to a corporate Client or a self-employed Client.

13.5. If the Client has not ordered the Bank to pay out the money in the Account or transfer it to another account within one (1) month of the expiry of the contract on the grounds specified in point 12.3.1 and/or 12.3.3, the Bank will keep the money in the Account and pay it out to the Client at the first request of the Client.

13.6. The Bank will not pay interest on the money left in the Bank's possession after the Account was closed.

13.7. Unless otherwise agreed, all contracts linked to the Account will also be deemed expired and the deadlines for performance of the obligations arising from these contracts will be deemed arrived as of the moment the Contract expires.

13.8. A closed Account will not be opened again.