

Handelsbanken

GENERAL TERMS AND CONDITIONS OF SVENSKA HANDELSBANKEN AB ESTONIAN BRANCH

VALID FROM 13.01.2018

GENERAL TERMS AND DEFINITIONS

Client shall mean any natural or legal person, civil partnership or international organization who is a respectable customer of Svenska Handelsbanken AB home market (Denmark, Finland, Holland, Norway, Sweden, UK) branch and who is a party to the Agreement or who has indicated a wish, confirmed by their home market branch /client manager, to enter into Business Transaction.

Bank shall mean Svenska Handelsbanken AB Estonian branch. The Bank is not a legal person and Svenska Handelsbanken AB, registered in Sweden, business organization number 502007-7862, located at Kungsträdgårdsgatan 2, Stockholm, SE-106, Sweden, is liable for all obligations deriving from the activities of the Bank.

Bank Group shall mean entities belonging to the same consolidation group with Svenska Handelsbanken AB. Information available at Web Page.

Service shall mean any service provided or Service rendered by the Bank to the Client.

Service Conditions shall mean the general conditions of the relevant Service.

Agreement shall mean a Service agreement with all present and future amendments and appendices thereto concluded between the Bank and Client or any natural or legal person, civil partnership or international organization.

Account shall mean a bank account opened by the Bank for the Client in accordance with the current account Agreement and/or a securities account opened by the Bank in accordance with a securities account agreement. Also other accounts where the Client's assets are held.

Business Transaction shall mean legal transaction between the Bank and the Client, when the Client uses, has used or has expressed a wish to use the Service.

General Terms and Conditions or **General Terms** shall mean these general terms and conditions of Svenska Handelsbanken AB Estonian branch, as Amended unilaterally by the Bank if needed.

Price List shall mean the price list as established by the Bank for a period as determined by the Bank.

Money Laundering shall mean the acquisition, possession, use, conversion or transfer of, or the performance of transactions or operations with, property acquired as a result of a criminal offence or in return for participation in such an offence, the purpose or consequence of which is the concealment of the actual owner and the illicit origin of the property.

Party shall mean the Client and the Bank, each separately, and the **Parties** shall mean the Client and the Bank jointly.

Third Person shall mean any natural or legal person, civil partnership or international organization who is not a Party.

Web Page shall mean the internet web page of the Bank at www.handelsbanken.ee

Connected person is the beneficial owner of natural or legal person; person (also corporate) to whom belongs 25% or more of the legal persons shares/votes or who holds direct or indirect control of the transaction, legal or private person in another way; a legal representative; member of the council, board of directors or governing body of the legal person; transaction partner.

Consumer is a natural person, who carries out Business Transactions, which are not related to independent economic or professional activity.

The general terms and definitions set forth herein shall have the same meaning in each of the Agreements, Price List and Service Conditions, unless otherwise expressly defined in those documents.

1. APPLICATION OF GENERAL TERMS

1.1. Scope of the General Terms

1.1.1. The General Terms regulate all relations in connection with Business Transactions concluded or to be concluded between the Bank and the Client or Third Person. The General Terms form an integral part all the Services provided by the Bank.

1.1.2. All Business Transactions are also subject to legal acts of the Republic of Estonia, the Service Conditions, Agreements, the Price List and general principles of sound banking management.

1.1.3. The Clients can access the General Terms, the Service Conditions and the Price List on the Web Page or in operating premises of the Bank during working hours.

1.1.4. In case of discrepancy of the General Terms with the Service Conditions, the provisions of the Service Conditions shall prevail. In case of discrepancy of the General Terms or the Service Conditions with the special terms of the Agreement, the provisions of the special terms of the Agreement shall prevail.

1.1.5. The General Terms shall be applicable to the Services established before and continuing on the date of entry into force of the General Terms if not stated otherwise.

1.1.6. The General Terms shall be applicable until all the Agreements concluded between the Client and the Bank are ended or terminated and all the obligations raised from the Business Transactions between the Client and the Bank are fulfilled.

1.2. **Establishment and amendment of General Terms, Service Conditions and Price List**

1.2.1. The Bank shall establish and shall have the right to make unilateral amendments to the General Terms, the Service Conditions and the Price List without concluding a respective amendment annex.

1.2.2. If the mandatory provisions of the applicable law so require, the Bank shall inform the Client of the amendments in the operating premises of the Bank, on the Web Page, on paper, Bank's Internet Bank, e-mail or in any other way not later than 1 (one) month before the entry of the amendments into force, unless provided otherwise by the Service conditions. About the amendments of the Price List and settlement or deposit terms the Bank shall inform the Consumer Client 2 (two) months beforehand.

1.2.3. If the Client disagrees with the amendments, the Client is entitled to terminate the respective Agreement by respective notice to the Bank in writing or in any other way accepted by the Bank beforehand during the period set forth in Clause 1.2.2. or in case of amendments made in accordance with Clause 1.2.1 immediately after the amendment came into force. The termination of the Agreement shall not release the Client from performance of the obligations related to or arising out of the Agreement or its termination.

1.2.4. If the Client does not use his/her right to terminate the Agreement, it shall be considered that the Client has accepted the amendment and s/he has any claims with regard to validity of the amendment.

1.2.5. The term stated in the clause 1.2.2 shall not be applied in case the amendment is related to offering a new service or becomes, compared to previous, more favourable for the Client.

1.3. **Interpretation of the General Terms, Service Conditions and Agreements**

1.3.1. Each clause of the General Terms, Service Conditions and Agreements shall be interpreted together pursuant to the intent and objective of the applicable conditions and the essence of the Business Transactions between the Parties.

1.3.2. In case of discrepancies or ambiguities between the texts of the Conditions in the Estonian language and foreign languages, the text in the Estonian language shall prevail.

1.3.3. In case of discrepancies and ambiguities between the numbers and the words, the words shall prevail over numbers, taken into account relevant circumstances.

1.3.4. If any provision of any of the General Terms, Service Conditions and Agreements conditions is or becomes invalid or unenforceable under the Estonian law, such a provision shall not affect the validity or enforceability of any other provision of the applicable conditions. The Parties, acting in good faith, shall agree upon the amendment of such invalid or unenforceable provision in order to achieve similar effect of such provision.

1.3.5. The Parties shall communicate in Estonian or in another language agreed by the Parties.

2. **IDENTIFICATION AND REPRESENTATION**

2.1. **Identification of the Client**

2.1.1. The Bank identifies the Client and Client's representative according to the rules and regulations of the Bank and legislation. Upon request of the Bank, the Client or the Client's representative shall submit to the Bank all required information and documents.

2.1.2. The identity of a natural person shall be determined on the basis of personal identification documents that are in accordance with the law and according to the discretion of the Bank.

2.1.3. The identity of a legal person shall be determined on the basis of an extract of the corresponding register and/or the documents accepted by the Bank and according to the discretion of the Bank. The Bank has the right to demand additional documents about the founders, shareholders, owners, members or other relevant necessities. The identity and rights of representation of a legal person which is not registered but which is under establishment (*asutamisel*) shall be determined on the basis of notarized establishment resolution or agreement and other documents requested by the Bank.

2.1.4. The identity of international organization shall be determined on the basis of relevant law, treaty or intergovernmental agreements.

2.1.5. An Agreement may provide that identity of the Client or its/his/her representative may be identified through other means of communication accepted by the Bank.

2.1.6. If the Client and Client's representative have been identified by the Bank, the Bank shall decide the need of the additional identification.

2.1.7. Upon checking the Clients identification documents the Bank has the right to receive data from the databases of the applicable state authorities that issue or authenticate the identification documents.

2.2. Representation of the Client

2.2.1. The Client shall make best efforts to ensure that its/his/her rights under any Agreement are exercised only by a person who has a right to represent the Client and to ensure that its/his/her identification documents, code(s) and/or passwords shall be at the possession of the person who has the right to represent the Client. The Client shall notify the Bank immediately of the withdrawal and invalidation of the authorisation even, if they publish the respective notice in the official publication Ametlikud Teadaanded.

2.2.2. Besides the Client, the disposal of the funds and other assets of the Client is permitted only by a person whose right of representation is accepted by the Bank.

2.2.3. Upon request of the Bank, the Client shall have to perform the Business Transaction personally or by its /his/her legal representative.

2.2.4. The Bank shall have the right to refuse from accepting any document certifying the right of representation of the Client, if such right of representation was not delegated precisely, clearly, unambiguously or the validity of the representation is imprecise.

2.2.5. A document certifying the right of representation of the Client shall be drawn up in accordance with the effective legislation of the Republic of Estonia and the requirements of the Bank. The Bank shall have no obligation to investigate any foreign law even if foreign law governs a document submitted to the Bank.

2.2.6. The Bank is entitled to demand that the document certifying the right of representation, which has been signed outside of the Bank, shall be notarized and/or legalized (eg apostilled).

2.2.7. The Bank is entitled to demand, and the Client shall be obliged to provide the Bank with, any and all information and documents concerning the origin of the funds subject to a Business Transaction and receiver of such funds as well as any other information needed for the Bank to comply with Money Laundering, anti-terrorism and such other regulations.

2.2.8. The Bank shall have the unilateral right to refuse from execution of the Business Transaction until the Client has fully and to extent satisfying the Bank complied with the provisions of clause 2.2.7.

2.3. Requirements to Documents

2.3.1. The Client shall submit to the Bank any documents as originals and/or notarized or equally certified copies of these documents, that upon the necessity have to be legalized or certified with an apostille and/or translated by a sworn translator and certified by a notary. All costs connected to the legislation and translation of the documents shall be solely borne by the Client.

2.3.2. Upon discretion of the Bank, the Bank is entitled to translate documents and claim the compensation of incurred costs from the Client.

2.3.3. The Bank shall have the right to make copies of the document submitted by the Client or retain the original document, if possible.

2.3.4. Upon submission of the documents violating the requirements of Bank or in case the validity of the documents is questionable, the Bank is entitled to refuse from conclusion of the Business Transaction and may request the submission of additional data or documents.

3. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

3.1. The Client represents and warrants to the Bank, at the time of concluding the Agreement, carrying out any Business Transaction, and submission of document that:

3.1.1. the document (and its translation, if any) submitted by the Client is authentic, valid and correct;

3.1.2. the contemplated Business Transaction is not illegal, it complies with all legal requirements, and the performance of the Agreement or following the instructions of the Client by the Bank shall not result in any civil, administrative or criminal liability for the Bank, its management or its employees;

3.1.3. the Client has disclosed to the Bank all information concerning outstanding and unpaid obligations the Client and/or any Third Person related to the Client has against any other Third Person.

4. CONCLUSION OF AGREEMENTS

4.1. The Bank shall have sole authority to decide with whom it will conclude an Agreement or accept a request to carry out a Business Transaction.

4.2. The Bank may refuse from concluding any Agreement with or carrying out a Business Transaction of a (prospective) Client if the (prospective) Client or Connected Person of the (prospective) Client:

4.2.1. has intentionally or due to gross negligence submitted to the Bank and/or Bank Group incorrect or insufficient data or documents or refuses to submit such data or documents or has not submitted sufficient data or documents to the

- Bank Group for the identification of itself/himself/herself or the Connected Person or if submitted data or documents are not in conformity with the requirements of the Bank;
- 4.2.2. notwithstanding requests of the Bank, has not provided sufficient evidence or documents for certification of the legality of its/his/her funds or funds of the Connected Person or there are other reasons for suspecting of it/him/her or the Connected Person of Money Laundering, financing of terrorism and any such other illegal activities;
 - 4.2.3. has a debt due to the Bank or is bankrupt or whose Account has been arrested;
 - 4.2.4. has caused loss to the Bank or to the legal persons connected with the Bank Group or a real threat of loss;
 - 4.2.5. is or may be connected to a criminal organization or activity according to the information of public authorities or according to the acknowledged and reliable sources (incl organised crime and/or its traditional income sources, money laundering, terrorist financing) or is or may, on the Bank's opinion, be connected to the person, territory, service or transaction, to which the international sanction or restriction (eg on behalf of the United States or European Union) has been established;
 - 4.2.6. is holding or has held a high official position (a politically exposed person);
 - 4.2.7. is a high risk Client, pursuant to the Bank's measures for the assessment and management of risk of money laundering and terrorist financing;
 - 4.2.8. is engaged in the field of activity with a high risk and/or in high risk jurisdiction(s), pursuant to the Bank's measures for the assessment and management of risk of money laundering and terrorist financing.
 - 4.2.9. is conducting business without possessing an authorisation, activity license or registration stipulated in the legislation;
 - 4.2.10. has violated, according to the decision of a competent authority or body, the requirements established in the field of activity or according to the Bank does not comply with the requirements established in the field of activity to socially responsible behaviour and diligence;
 - 4.3. The Bank may refuse to conclude an Agreement or executing the Business Transaction with a person, who according to the Bank has no justified interest in and connection with Estonia (living or working place, real estate, production unit, contractual partners). The Bank may demand that the Client certifies its justified interest and connection with Estonia.
 - 4.4. The Bank has the right to refuse to make the Agreement or carrying out a Business Transaction for any other good reason, especially if conclusion of the Agreement or carrying out a Business Transaction is impeded by a legal hindrance such as limited active legal capacity and contradictions or absence of the right of representation.
 - 4.5. Each Agreement shall enter into force upon signing of the Agreement by the Client and the Bank, or in case of electronic Services and phone-banking upon signing the Agreement via electronic communication channel using electronically or verbally communicated code(s) and/or passwords, and shall be concluded for indefinite period of time, unless explicitly otherwise set forth in the Agreement.

5. BANKING SECRET, CONSENT TO REVEAL INFORMATION SUBJECT TO BANKING SECRETS AND PROCESSING PERSONAL DATA

- 5.1. Banking secrecy shall include all the information and assessments that the Bank has become aware of about its Client or a client of another credit institution. Banking secrecy shall not include any data which is either public or available, upon a legitimate interest, from other sources, and consolidated data on the basis of which the data or identity of a specific Client cannot be established, as well as the information about the correctness of discharge of the Customer's obligations to the Bank. Personal data shall include any data about an identified or identifiable natural person. Processing of personal data means any operation which is performed with personal data, such as collection, storage, use and transmission of personal data.
- 5.2. **The Bank processes personal data mainly on these purposes:**
 - 5.2.1. personal data (name, personal ID code, date of birth, citizenship, data of the identity document, etc.) for the identification of the person;
 - 5.2.2. contact data (phone number, address, e-mail address, etc.) for communication of information and financial service offers to the Client;
 - 5.2.3. data on the Client's/beneficial owner's tax residency (country of residence, tax identification number, etc.), for the purposes of exchanging and automatic forwarding of tax-related information in accordance with the requirements established in law;
 - 5.2.4. data on the Client's education, investment knowledge and experience for assessing the suitability of the agreement and its underlying assets as well as the proficiency of the Client;
 - 5.2.5. the Client's financial data (income, assets, liabilities, investment goals, risk tolerance, previous payment behaviour, debts, transactions on the Client's Account, information regarding the performance of Agreements concluded with the Client, information regarding dependants, etc.) for identification of the Client's solvency, investigation of their consumption habits, assessing the relevance and suitability of the products, services, and securities offered to the Client, and for the provision of suitable financial services;

- 5.2.6. data on the activity and origin of funds of the Client (data on the employer, transaction parties and business activity, etc.) for fulfilling the diligence obligations, for the prevention of terrorist financing and money laundering and for ascertaining the lawfulness and correspondence of the Client's activity to the requirements of the Bank;
- 5.2.7. data related to the securities owned by the Client (their amount and currency, the volumes and values of transactions, other information the central register of securities may request pursuant to legislation) to ensure information exchange with the central register of securities.
- 5.3. **In addition to above, the Bank processes the stated personal data, in order to:**
- 5.3.1. assess after reviewing the Client's application whether provision of the Service and conclusion of the Agreement are possible;
- 5.3.2. administer and perform the concluded Agreement. For this, the Bank may verify the Business Transactions and operations carried out on the basis of the Agreement, update the data gathered from the Client, prepare lists of the personal data, analysed on different grounds (e.g. the list of debtors), collect the debt, verify the accounting for taxation purposes of transactions in securities, etc.;
- 5.3.3. assess the quality of services, provided to the Client, including listen to voice recordings and conduct client surveys;
- 5.3.4. analyse and forecast Client's consumption habits, to offer more suitable service;
- 5.3.5. organise statistical researches and analyses on the market shares and other financial indicators of client groups, product and service;
- 5.3.6. offer services and products of the Bank Group;
- 5.3.7. manage and mitigate risks and prepare reports and fulfil prudential norms, including capital and liquidity requirements;
- 5.3.8. fulfil the obligations established with law, including implement measures for the prevention of terrorist financing and money laundering, respond to inquiries of state authorities and submit tax returns;
- 5.3.9. protect its rights, including forwarding data to legal advisors and dispute settlement authorities (arbitral tribunal, conciliation body, court, etc.);
- 5.3.10. decide upon concluding or executing the Agreement. For this purpose the Bank has the right to process also data of Third Persons (eg in providing the collateral). In this case the Bank shall process only data, that is required to obtain the forementioned purposes.
- 5.4. The Bank processes also any data for purposes stated in clauses 5.2 and 5.3 regarding the Client that are in public use and legally obtained by the Third Persons according to the laws of Estonia. After termination of the Agreement the Bank shall continue processing of the personal data for meeting an obligation stipulated in the legislation or for preserving the data for the purpose of settling a dispute arising from an Agreement concluded with the Client. The Bank shall preserve personal data in general for up to ten years after the termination of the client relationship, unless legislation or the Agreement provides a direct obligation to preserve personal data for another term.
- 5.5. The Bank processes the personal data specified in clauses 5.2 and 5.3.10 for the purpose of fulfilling the tasks and exercising the rights stipulated in the Credit Institutions Act, the Money Laundering and Terrorist Financing Prevention Act, the Securities Market Act, the Personal Data Protection Act, the Accounting Act, and other legislation regulating the activity of the Bank.
- 5.6. **The Bank forwards without the consent of the Client the personal data to persons to whom they may or are required to disclose the information by law, above all:**
- 5.6.1. to a court, pre-trial investigation authority, prosecutor's office, tax administrator, bailiff and other persons specified in the Credit Institutions Act to perform duties established to these by law;
- 5.6.2. Tax and Customs Board (Client's/beneficial owner's name, address, tax residency, tax identification number, Account number, Account balance etc.) to exchange and automatically forward tax-related information;
- 5.6.3. to a legal person belonging to the Bank Group and to other credit institutions (data on the Client's creditworthiness and payment history) for calculating the credit risk capital requirements and implementing the principles for responsible lending;
- 5.6.4. to AS Creditinfo Eesti or to any other payment default registry, if the Client has an outstanding monetary obligation, with the aim to provide information regarding the payment history of the Client to the users of the registry (e.g. to banks and other creditors). The Clients can familiarise themselves with the Client Data processed in the payment default registry of AS Creditinfo Eesti and the terms and conditions of disclosing and processing, the grounds and extent of forwarding the data, on the website at creditinfo.ee;
- 5.6.5. to legal persons belonging to the Bank Group with the purpose to prevent terrorist financing and money laundering and to ascertain the origin of funds used in the Business Transaction;
- 5.6.6. to its parent company for preparing a consolidated statement.
- 5.7. The Bank processes the personal data to conclude, perform, or secure the performance of the Agreement, including forward the personal data (except sensitive personal data) to the following persons and the Client shall not consider this kind of forwarding a violation of the obligation to maintain confidentiality (including the banking secrecy):

- 5.7.1. to a person and organisation who is involved in the performance of the Agreement (such as a payment intermediary, issuer of e-invoices, international card organisation, administrator of ATMs, insurance provider, broker, or agent, notary, guarantor, reinsurance undertaking, pledgee, operator of the trading venue of securities, operator of a settlement system, translation, printing, communication, and postal service provider, central register of securities and an operator who provides services related to storing, settling, and activities of securities to the Bank Group, provider of payment initiation services, and account information service provider, etc.);
- 5.7.2. to another payment service providers (payments, security transfers, etc), including to SWIFT (Society for Worldwide Interbank Financial Telecommunication, www.swift.com), whereas the payment service provider involved in particular Business Transaction may be located in a country where the data protection level is lower (the state which is not joined with European Economic Area Agreement and which the European Commission has not included in the list of countries with adequate level of data protection). Due to the aforementioned, the Bank cannot guarantee, that the personal data would be processed according to same rules as European Union or country with similar level of data protection.
- 5.7.3. payment service provider related to a Business Transaction or SWIFT may be obliged to disclose the data of the Business Transaction and the related personal data to the authorised state authority of the respective country of location, in cases as prescribed in the legislation of the country of location, above all for the purposes of enabling administration of taxes and preventing terrorist financing and money laundering;
- 5.7.4. registrar of a state database (such as the commercial register, population register) or to the registrar of securities, if it is necessary to verify the accuracy of credit data and documents presented to the Bank and ensure their timeliness or perform actions related to securities;
- 5.7.5. to the person providing services to the Bank (such as an auditor, providers of IT, archiving, and legal assistance services, customer survey provider, etc.);
- 5.7.6. to a legal person whose management board or supervisory board member or an authorised representative is the Client (who is a natural person) or to a legal person, in which the Client (who is a natural person) has at least a 25% holding. The Bank may forward to such legal persons only this information about a Client (who is a natural person), which enables to justify to the aforementioned legal person why the Bank refuses to enter into an agreement with them or cancels the Agreement;
- 5.7.7. to the supervisory board member of a legal person or a shareholder with at least a 25% holding and to a legal person, in which the Client (who is a legal person) itself has at least a 25% holding. The Bank may forward to such persons only this information about a Client (who is a legal person), which enables to justify to the aforementioned person why the Bank refuses to enter into an agreement with them or cancels the Agreement;
- 5.7.8. to a legal person belonging to the Bank Group in order to:
- assess the proficiency of the Client by using the collected personal data and financial information; fulfil the requirements necessary for managing and mitigating risks; organise statistical researches and analyses on the market shares and other financial indicators of client groups, product and service;
 - fulfil the applicable prudential norms, including capital and liquidity requirements;
 - conclude and perform Agreements and mediate information to the Client on which are their valid Agreements concluded with the persons belonging to the Bank Group;
 - develop and implement the information systems of the Bank Group;
 - to Estonian or foreign credit and financing institutions in response to their inquiries, the purpose of which is to collect information on the Client, in order to assess the Client's reliability and prevent terrorist financing and money laundering;
 - to persons in public law, the money obtained from whom will be borrowed by the Bank in order to perform the Agreements concluded with this person;
 - to creditors, providers of collection services, and other Third Persons with whom the Bank holds negotiations to transfer an agreement or assign the claims arising from the agreement; to the central register of securities – data related to securities owned by the Client (their amount and currency, the volumes and values of transactions, other information the central register of securities may request pursuant to legislation) to ensure information exchange with the central register of securities.

5.8. **The Bank processes the personal data upon the Client's consent**

- 5.8.1. The purpose of afore mentioned processing is:
- 5.8.2. To conduct marketing campaigns, research consumer habits and satisfaction, and offer and advertise to the Client all services of the legal persons belonging to the Bank Group; for that purpose the Bank may make inquiries from registers and data registries and forward the personal data to the persons belonging to the Bank Group. Offers may also be based on the decisions made by the information systems of the Bank Group without the interference of natural person (automated processing). The Client may request the reviewing of the decision if they do not agree with the offer or the data it is based on;
- 5.8.3. To offer and advertise the products or services of another contractual partner;
- 5.8.4. The Client may withdraw this consent as well as to refuse the advertisements and offers at any time by informing the Bank or respective Bank Group member thereof. Information about waiving the advertisements and offers is also included with every electronically sent offer or advertisement.

5.9. **Client's rights upon data processing**

- 5.9.1. The Client may request the Bank for information concerning them and demand rectification of their data if these have changed or are inaccurate for any other reason. The Client is required to submit this request (in a format which can be reproduced in writing, if necessary) to the Bank. The Bank replies to the submitted claim within the deadlines provided by legislation, but no later than within one month from the day of receiving the claim. If circumstances need to be clarified and checked before replying the Bank may extend the deadline of replying;
- 5.9.2. The Client may demand from the Bank the termination of processing their data, except if the right and obligation to process the data is foreseen by law or if this is necessary to perform or secure the performance of the Agreement concluded with the Client.
- 5.10. The Bank shall guarantee the compliance of the processing of the data of the Client and keeping the banking secret according to the legal acts of the Republic of Estonia according to the Bank's security – and confidentiality rules. The entities having the contractual relations with the Bank shall protect the data of the Client. The list of persons whom the Bank transmits the personal data for processing (authorized processors of personal data) has been provided on the Bank's website. The Bank shall be entitled to amend and supplement the list.
- 5.11. **The Client's consents:**
- 5.11.1. By granting consent to the General Terms it shall be deemed:
- that the Client has granted his/her consent to the Bank for disclosing the personal data stated in this paragraph to Third Parties and the Client shall not consider this as a breach of keeping the banking secrecy;
 - that his/her personal data is processed according to the clause 5.8 of the General Terms.
- 5.12. More precise or additional conditions for personal data processing may be agreed upon with the Client in the separate Agreement. In questions not handled by the General Terms on processing personal data, the Bank abides by the applicable laws of Estonia and European Union, primarily by the Personal Data Protection Act, the General Data Protection Regulation of the European Union, the Credit Institutions Act, the Securities Market Act, the Money Laundering and Terrorist Financing Prevention Act and the guidelines of supervisory authorities.
- 5.13. The Bank and the Bank Group are entitled to record all instructions received by any means of communications and use them to prove the instructions. The Bank facilities and close areas may be monitored by the Bank's surveillance equipment and the information gathered in this way shall be used only pursuant to above stated purposes and executing of the security.
- 5.14. The Client has the right to claim the termination of processing, publishing or granting access to his/her data or deletion of the collected data, if this right comes from the law. The Client may, in case his/her rights are violated, to approach with the claim the respective offender, the Data Protection Inspectorate or court.

6. **EXCHANGE OF INFORMATION BETWEEN THE BANK AND THE CLIENT**

6.1. **Information communications by the Bank**

- 6.1.1. The Bank shall provide the Client with information in the operating premises of the Bank, through the Web Page or Internet Bank, as well as by mail or via other means of communication or the public media. The Bank may communicate personal notices to the Client regarding the Business Transaction by post or other means of communication including, but not limited to, electronic mail. The Client permits the Bank to send to the Client unencrypted electronic mail and the Client bears the risk of Third Person access to such electronic mail.
- 6.1.2. The Bank may communicate Service related information of the Bank Group or a Third Person to the Client.
- 6.1.3. Information communicated to the Client by the Bank shall not be regarded as an offer or advice to enter into a Business Transaction by the Bank, unless otherwise clearly set forth in the communication. The Client has the right to notify the Bank of its/his/hers wish not to receive personal offers.
- 6.1.4. The Client shall have the right to receive information about its/his/her Account at the Bank directly from an authorized employee of the Bank, on the basis of the Agreement from regularly issued Account statements or through means of communication provided in the relevant Service Conditions and/or Agreement.
- 6.1.5. The Bank may decide not to send to the Client a personal message, if the Bank has the grounds to conclude that the Client's address, e-mail or phone number available to the Bank, is incorrect or false.

6.2. **Information communications by the Client**

- 6.2.1. The Client shall communicate with the Bank in writing, via Internet Bank or in another manner accepted by the Bank beforehand.
- 6.2.2. The Client shall immediately inform the Bank about the failure of the Client to receive the information communicated by the Bank.
- 6.2.3. The Client shall immediately verify the correctness of the information communicated by the Bank and shall present any objections to the Bank immediately.
- 6.2.4. The Client shall immediately notify the Bank of the loss or theft of its/his/her personal identification document or another means of identification (e.g. passwords and/or any other Internet Bank security element) or loss of possession thereof against the will of the Client. The Client shall immediately notify the Bank of all data that has

changed compared to the data set forth in the Agreement or the documents submitted to the Bank (e.g. amendment of the personal or contact data or the rights of representation). This notification obligation is valid even if applicable information is publicly available. Until receiving such a notice the Bank has the right to assume that these means are used by the Client or the Client's representative and the Bank shall not held responsible.

- 6.2.5. The Client shall immediately inform the Bank about of any and all circumstances that have changed and may affect performance of the Client's obligations before the Bank (e.g. bankruptcy or liquidation proceedings, erasing from registry, transforming, division, change of the tax residency). The Bank shall have the right to demand a document certifying the corresponding changes and the Client shall be obliged to furnish it.

7. INSTRUCTIONS OF THE CLIENT

7.1. Giving instructions

- 7.1.1. To use the Account or act upon the Agreement or Business Transactions the Client or its/his/her representative gives instructions that can be given according to the applicable Agreement. The Client shall ensure that it/he/she can be identified, its/his/her representative's authority can be verified and all necessary conditions and pre-conditions for the execution of the Client's instruction are met.
- 7.1.2. The Bank is entitled to refuse from entering into a Business Transaction if a person fails to identify itself/himself/herself and/or prove its/his/her authority to represent the Client. In this case the Bank shall bear no liability for the damage or loss caused to the Client for refusing from entering into a Business Transaction.
- 7.1.3. The Bank shall execute only such instructions of the Client that are formalised correctly and as required, unambiguous, precise, executable and from what the Clients' intention is clearly visible. The Bank shall assume no liability for forwarding errors, ambiguities, abuses and/or mistakes in the instructions. The Bank shall bear no liability caused by accidental repetition of instructions. The Bank shall have the right to execute the instructions even in case of evident error in the instructions. In case of ambiguities the Banks shall have the right to demand from the Client additional information or documents and until obtaining of these to postpone the execution of the instruction.

7.2. Signature

- 7.2.1. Unless agreed otherwise, the signature on a written instruction shall be given by the Client or a representative of the Client in handwriting.
- 7.2.2. The Bank is entitled to demand giving of the signature at the Bank or, if it proves impossible, notarization of the signature.
- 7.2.3. In electronic Services and phone-banking instructions, the Client's hand written signature may be replaced by an electronically or verbally communicated code(s), passwords and/or other data, the procedure of use of which is stipulated in the respective Agreement and/or the Service Conditions, may be used to identify and verify the representative of the Client.
- 7.2.4. As of the date when the Bank notifies the Client of acceptance of digital signatures, the Parties may use digital signature to sign instructions or other communication pursuant to the terms and conditions established by the Bank. The digital signature shall have the same legal effect as a handwritten signature.

7.3. Performance of the instructions

- 7.3.1. Prior to the execution of the instruction, the Bank shall be entitled to demand submission of documentation by the Client to verify the origin of the funds used in the Business Transactions. The Bank shall have the right not to execute the instruction, if the Client does not prove legal origin of the funds used in the Business Transactions.
- 7.3.2. The Client shall at all times ensure sufficient funds or securities on the Account in the relevant currency or securities for the execution of the instruction. Upon the absence of sufficient funds or securities in the relevant currency and unless agreed otherwise, the Bank shall have the right not to execute the instruction in full or in part.
- 7.3.3. If the Account has insufficient funds or securities for the execution of the instruction without a prior agreement with the Client, it shall be deemed, should the Bank so decide, that the Bank has granted an overdraft to the Client without concluding relevant Agreement and the relevant conditions for the overdraft shall apply and in this case the Client is obliged to pay interest on this overdraft, if not agreed otherwise. In this case the Client shall receive information about the interest, the service fee and other amounts payable from his/her Account statement and/or the Price List. The Bank has the right to terminate the possibility of use of such overdraft by giving the Client reasonable advance notice to that effect.
- 7.3.4. The Client can cancel the instruction until the Bank has not executed or took obligations to Third Parties to execute this instruction if the law does not state otherwise. The Bank shall have the right to refuse cancellation of the instruction received and processed for execution, if the law allows so.
- 7.3.5. If the Bank has doubts about the legality of the instruction, the Bank shall have the right to demand an additional confirmation at the expense of the Client in the form and/or the manner accepted by the Bank prior to or if needed, after the execution of the instruction or refuse from the execution of the instruction. The Bank shall be released from any liability for the instruction executed on the aforementioned reasons or the claims arising from non-execution of the instruction.
- 7.3.6. The Bank shall have the right to partially or fully transfer performance of its obligation to a Third Person provided that it arises from the essence of the obligation or is more expedient for the purpose of performance of the obligation in consideration of the Client's interests.

- 7.3.7. The Bank shall execute the instructions within the period provided in legal acts of the Republic of Estonia and the relevant Service Conditions and/or relevant Agreement.
- 7.3.8. The Bank shall bear no liability for the deadlines or rules determined by the Client or Third Persons or the damage or loss caused by the Client or Third Persons, if the law does not state otherwise.
- 7.3.9. Performance of a right or an obligation of the Bank that is conditional upon performance of an obligation by the Client or some other event or condition precedent stipulated in the Agreement without performance of the condition precedent shall not be deemed a waiver of the condition precedent by the Bank, and the Client shall ensure of the performance of the condition precedent immediately.
- 7.3.10. The Bank may refuse to execute the instruction related to another country (eg foreign currency, foreign beneficiary, foreign beneficiary bank) or apply restrictions in regard of the instruction if it arises from the requirements or decision of applicable authority or agency, request of the Intermediary/Bank/Bank Group/Recipient bank or the law.
- 7.3.11. The Bank may refuse to execute the instruction if the Bank has doubts that the Client is not able to understand the meaning and the possible consequences of his/her acts.
- 7.3.12. Upon the request from the Third Party the Bank shall debit Client's Account only in cases and in accordance with the procedures stated in the law.

8. FEES, INTEREST RATES AND INDEBTEDNESS

8.1. Fees and Indebtedness

- 8.1.1. The Bank is entitled to receive and the Client is obliged to pay for provided Services fees stipulated in the Price List and/or the Agreement, plus any related local or national taxes.
- 8.1.2. In addition to the items specified in the Price List and the Agreement, the Client shall compensate to the Bank for any costs arising from the operations performed in the interest of the Client and the costs related to the Business Transactions. In the latter case the Client has the right to demand invoices/document proving such costs.
- 8.1.3. The Client shall pay for the Services not specified in the Price List according to the actual costs (incl. overhead) of the Bank, as determined by the Bank. In such an event, the Client shall have the right to request presentation of an invoice from the Bank certifying such actual costs. If possible, the Bank may present the invoice to the Client electronically.
- 8.1.4. Upon failure of the performance of the obligations by the Client, the Client shall pay the Bank the default interest and/or the penalty stipulated in the Price List and/or the Agreement. The Bank shall start calculating the default interest as of the date of creation of the indebtedness and terminate calculation of the default interest as of the date of settlement of the indebtedness.

8.2. Deduction of Service Fees and Indebtedness

- 8.2.1. The Bank shall debit the Account specified in the Agreement with the fees, other amounts and indebtedness payable to the Bank in the chronological order preferring unsecured claims to secured claims if the law or Clause 8.2.6 does not prescribe otherwise.
- 8.2.2. The Bank shall be entitled to select sequence of deducting the fees, other amounts and indebtedness payable to the Bank from the Account, unless otherwise provided by the law or agreed by the Parties.
- 8.2.3. The Client shall keep sufficient funds on the Account in order to enable the Bank to debit the Account with all fees, other amounts and indebtedness payable to the Bank.
- 8.2.4. The Bank shall debit the fees and other amounts payable to the Bank in euro, in the currency of the relevant transactions, or upon absence thereof, in another foreign currency. The service fees and other amounts and/or indebtedness payable calculated in a foreign currency shall be converted into euro on the basis of the exchange buy rate of the Bank effective on the date of the Business Transaction.
- 8.2.5. The Bank shall debit the indebtedness payable to the Bank in the currency in which it emerged. If there is not a sufficient amount of currency on the Account, the Bank shall convert the necessary amount from another currency on any Account on the basis of the exchange buy rate of the Bank effective on the date of the Business Transaction.
- 8.2.6. If the funds available on the Account are not sufficient for deduction of all the fees, other amounts and indebtedness payable to the Bank, the Bank shall establish the order of performance of the obligations, if the law or mutual conclusion does not state otherwise.
- 8.2.7. If the funds available on the Account related to the fees, other amounts and/or indebtedness payable to the Bank are insufficient, the Bank shall be entitled to debit any of the Client's Account at its own discretion. It includes any foreign currency on Accounts and the amounts accruing to Accounts at any time even if the Client has communicated other Orders with regard to the amounts after the amounts became due and before they are actually withheld or transferred by the Bank.
- 8.2.8. The Client shall receive information about the deduction of the fees, other paid amounts and indebtedness provided in the Price List and the Agreement from the Account statement.
- 8.2.9. If a new currency is put into circulation instead of the currency of the Service, Agreement or last Business Transaction, the Bank is entitled to unilaterally change the currency of the Service, Agreement and/or Business Transaction and recalculate the proprietary obligations in the currency put into circulation on the basis of the official

exchange rate. The Bank shall notify the Client about changing the currency of the Service, Agreement or Business Transaction.

8.2.10. The Client shall pay the Bank all amounts arising from the Agreement without any deductions or set-offs or if deduction is required by law, in such an amount that the Bank receives, after the deduction, the amount required by Agreement.

8.3. **Interest**

8.3.1. The Bank shall calculate the interest on the basis of a rate (either Fixed Interest Rate or Floating Interest Rate) it has established for the relevant Service in the Price List and/or the Agreement, and the Interest shall be calculated, paid and deducted as set forth in the Price List, relevant Service Conditions and/or Agreement.

8.3.2. The Bank shall calculate interest on the basis of the actual number of days in a calendar month in a 360-day year.

8.3.3. The Bank is entitled to change the interest and the procedure for calculation of the interest unilaterally. If the relevant rate of the Interest and the procedure for calculation thereof has been established in the Agreement, it shall be changed by an agreement of the Parties unless otherwise established in the Agreement.

8.3.4. If the law does not stipulate otherwise, the Bank may in reasoned cases change the Interest Rate without prior notification. In the latter case the Bank shall inform of the change of the Interest Rate in Bank's office and website and the Client has the right to terminate the Agreement.

8.4. **Set-off and**

8.4.1. The Bank shall have the right to set-off any reciprocal obligations if the law stipulates differently or the Parties have agreed otherwise.

8.4.2. The Bank has the right to debit from the Client's Account(s) in the first order the sums due to the Bank, even in case after these sums have become due and before the actual debiting, the Client or Third Person has given other instructions, except otherwise stated by the law.

8.4.3. The Bank shall inform the Client of the set-off according to the Agreement or law.

8.5. **Exchange rate**

8.5.1. The Bank establishes the exchange rate of a currency used in Business Transactions. The Client receives information about the exchange rate in a Bank's office or on the Bank's Wes Page. Exchange rates are subject to changes.

9. **RESTRICTIONS ON DISPOSAL OF ACCOUNT**

9.1. **Blocking the Account**

9.1.1. Blocking is an action as a result of which the Client's right, on the initiative of the Bank or the Client, to make all or some Business Transactions or other operations has been suspended.

9.1.2. The Client shall give the blocking instruction to the Bank in writing in the operating premises of the Bank or in another manner agreed between the Bank and the Client.

9.1.3. If the blocking instruction is given orally, the Bank shall have the right to ask questions about the Client, requesting the blocking, on the basis of the information kept in the database in order to identify the person. If the Bank has doubts about the identification of the person, the Bank shall have the right not to block the Account or the Service. In such an event the Bank is released from any liability for the damage or loss caused by leaving the Account or the Service unblocked.

9.1.4. The Bank shall have the right to block the Account or the Service, if

- there are no funds on the Account in order to settle the Bank's claims against the Client;
- the Bank suspects the Client of Money Laundering activities, terrorist financing or other crime (including if international sanctions or restrictions are effective on the person, service or transaction);
- the Bank suspects that the assets on the Client's Account have been obtained as a result of crime;
- the Bank has been presented with controversial information about the persons having the right of representation or documents about the authenticity of which the Bank has doubts;
- the blocking is upon estimation of the Bank necessary in order to prevent damage to the Bank or Third Person;
- the Account has been seized, the Client has died and no successor(s) is/are known to the Bank or if bankruptcy petition is filed against the Client and no bankruptcy trustee is yet appointed or if the Client's liquidation process has been initiated or if the Client has been removed from the registry;
- despite of the Bank's efforts to fulfill diligence obligations the latter is still not able to receive documents (eg origin of funds or assets etc) from the Client by the required time;
- the Client has failed to fulfil monetary obligation in time;
- the Bank has reasonable grounds to believe that there is a security risk or risk of fraud when using the service;

- the blocking right or obligation arises from the Agreement or law (including the laws of the United States, for instance if the Client/beneficial owner appears to be the US person and if the Bank has reasonable grounds to believe that the continuing of the Service or the Business Transaction would be in the contrary with those acts).

9.1.5. The Bank shall cancel blocking the Account or the Service initiated by the Bank as soon as the reason for blocking has been eliminated.

9.1.6. The Bank shall not bear liability for the damage or loss arising from blocking the Account or the Service.

9.1.7. The Bank will notify the Client of misuse of data or fraud or possible risk of its occurrence related to using a payment service (inter alia of blocking the Account or Service on the said grounds), taking into consideration the security of the communication channel. More information available at the Bank office or on the Bank's website.

9.2. **Seizure of Account**

9.2.1. The Bank shall seize the Account at the request of a Third Person only in cases and pursuant to the procedure prescribed by law.

9.2.2. The Bank shall release the Account from the seizure on the basis of a resolution of the body that issued the decision, regulation or precept or on the basis of the relevant enforced judicial decision.

9.3. **Stoppage of Service performance**

9.3.1. The Bank shall have the right to stop the Service performance due to the planned maintenance and development work and upon eliminating the failures. The Bank has the right to perform extraordinary maintenance and development work upon occurrence of special circumstances to prevent greater damage.

9.3.2. The Bank's obligations deriving from the Agreement or Business Transaction shall be suspended during the maintenance and development work. The Bank shall not be obliged to compensate the Client for the potential damage resulting from the failure to perform the obligation under the Contract due to the abovementioned grounds.

10. **LIABILITY**

10.1. The Bank and the Client shall perform their obligations arising from the Business Transactions duly, reasonably and in good faith and in pursuant to the customs and the usual banking practice.

10.2. The Parties shall be liable for wrongful non-performance or inappropriate performance of their obligations.

10.3. The Parties shall not bear liability for non-performance of the obligation beyond the control of the obliged party if it has been caused by *Force majeure* (e.g. war, riot, forces of nature), the activities of public authorities (e.g. the EU, state, local government, the Bank of Estonia), illegal third-party hindrance of the operations of the Party (bomb threats, bank robbery, etc.) or another circumstance independent of the Party (e.g., internal or external strike, blackout, general failure of communications lines or power failure).

10.4. The Bank shall not bear liability for any loss or damage resulting from other abnormal disturbances in the Bank operations over which the Bank has no control, including but not limited to postal services, data processing, data communications, etc.

10.5. The Bank shall not bear liability for the Third Person's services provided or information forwarded directly by Third Persons or through the Bank.

10.6. The Bank shall not bear liability for indirect damage or loss caused to the Client.

10.7. The Bank shall not bear liability for the damage or loss caused to the Client or the Third Person due to the Client failing to perform the notification obligation stipulated in Clause 6.2.4.

10.8. The Bank shall not bear liability for the damage or loss caused by the change of currency or security rates or other investment risks. The Bank shall not bear liability for the deterioration of the value of deposited items.

10.9. The Bank shall not bear liability for the damage arising from the Bank's unawareness of the absence of the passive or active legal capacity of the legal person or the absence of the passive or active legal capacity of the natural person.

10.10. The Client shall compensate to the Bank, on the Bank's first demand, any and all damages, losses (including, but not limited to, lost interest income), fees, contractual penalties and other costs arising out of presenting incorrect data, not informing the Bank about the change of the information or not submitting information in conformity with the requirements of the Bank.

10.11. The Bank shall not bear liability for the damages to the Client arising from refusal of the Business Transaction according to the grounds of clauses 2.3.4 and 4.2, from blocking the Account or Service according to the grounds of clause 9.1 or from the extraordinary termination of the Agreement according to the grounds of clause 11.2.

11. **TERMINATION OF AGREEMENT**

11.1. Upon terminating the open-ended Agreement the Client shall be notified of such on the term stated in the Agreement.

11.2. The Bank shall have the right to unilaterally and immediately terminate the Agreement with good reason. In the meaning of the Business Transaction the good reason exists primarily if:

- 11.2.1. the Client or a legal person connected to the Client has violated an obligation the precise following of which is a prerequisite for the continuing interest of the Bank upon continuing the performance of the Agreement. Such obligations of the Client are primarily:
 - 11.2.1.1. presentation of correct, complete and truthful information to the Bank upon identification of the person and upon fulfilment of diligence obligations arising from law; or
 - 11.2.1.2. notification about changes of the information (including data on Client itself/herself/himself or its beneficial owner or their tax residency) set forth in the Agreements or the documents presented to the Bank; or
 - 11.2.1.3. presentation of the information and documents verifying the legality of economic activities, money or other assets or property at the Bank's request; or
 - 11.2.1.4. presentation of actual information about economic situation provided that such information is of significant importance to the Bank upon making credit decisions or other operations or fulfilment of diligence obligations arising from law; or
 - 11.2.1.5. notification of the Bank about the deterioration of economic situation or other circumstances that can hinder the performance of the Client's obligations before the Bank in the required manner.
- 11.2.2. The Bank suspects the Client or Connected Person of Money Laundering or terrorist financing or any other illegal activities, including using dummies upon conducting Business Transactions and the documents presented by the Client or Connected Person have not cleared that suspicion; or
- 11.2.3. the Client has intentionally or due to gross negligence failed to perform its/his/her obligation which arises from the r Agreements concluded with the Bank; or
- 11.2.4. the Client has intentionally or due to gross negligence caused damage or loss or a threat of actual damage or loss to the Bank by actions or failure to act; or
- 11.2.5. the Client has failed to perform its/his/her obligation, which arises from any agreement concluded with the Bank and Bank Group, and this fact constitutes a good reason for the Bank to assume that the Client will not perform its/his/her contractual obligations in the future; or
- 11.2.6. an event which, according to the reasoned opinion of the Bank, may hinder due performance of the Client's obligations arising from the Agreement or which has a considerable adverse effect on the Client's business activities or the financial situation has occurred; or
- 11.2.7. the circumstances specified in clauses 4.2.5. - 4.2.10. of the General Terms become known regard of the Client;
- 11.2.8. any Estonian, Swedish or other foreign supervisory agency (eg financial supervisory authority) or any other governmental authority demands the termination of the Agreement;
- 11.2.9. any administrator of an international settlement system (eg an international card organisation), a correspondent bank of the Bank or any other bank or authority/agency demands the termination of the Agreement;
- 11.2.10. it is not possible to follow the Agreement due to the legal (including legal hindrance, contradictions of the right of representation) or contractual (including the termination of the Account Agreement) obstacles.
- 11.3. The occurrence of any of the grounds for extraordinary termination set forth in Clause 11.2 shall be considered the breach of all Agreements by the Client, and, thus, the Bank shall have the right to extraordinarily terminate all the Agreements it has with the Client.
- 11.4. Before extraordinary termination of the Agreement, the Bank shall evaluate all the circumstances from all perspectives and make the decision on the basis of the principles of reasonableness.

12. INCORRECT ENTRIES, RESOLUTION OF DISPUTES

12.1. Incorrect Business Transactions

- 12.1.1. In case the Account has been erroneously debited or credited (without the Client's consent), the Client shall be obliged to inform the Bank immediately after detecting the incorrect transfer – the Consumer Client not later than within 13 (thirteen) months and the legal Client not later than 2 (two) months – keep the funds and return immediately the funds or other assets incorrectly transferred to the Account to the account designated by the Bank. If the Bank has debited the Account erroneously, the Bank shall be obliged to credit the Account in the debited amount and restore the situation.
- 12.1.2. The Bank shall be entitled to withdraw from the Account any funds or other assets incorrectly transferred to the Account without asking the Client for permission or informing the Client. In order to get a refund of the funds erroneously debited from the Account the Client shall submit an application to the Bank.
- 12.1.3. The Client shall be obliged to check the funds contributed in cash before contribution and the funds disbursed in cash immediately after receipt and file any complaints immediately. The Bank is not obliged to review or consider any complaints filed later on.

12.2. Resolution of Disputes

- 12.2.1. Any disputes between the Bank and the Client shall be subject to resolution by way of negotiations.
- 12.2.2. Failing immediate agreement, the complaint shall be filed in writing not later than within 2 (two) months from the execution of the Business Transaction or in another agreed manner.

- 12.2.3. The complaint shall refer to the circumstances and the document on the basis of which the complaint is filed. If the Client refers in the complaint to the document that is not freely accessible to the Bank, the document shall be enclosed with the complaint.
- 12.2.4. The Bank shall review the complaint within one month after receiving the complaint and notify its decision at the agreed time and in the agreed manner. The complaints related with the execution of payments are responded by the Bank within 15 banking days. If the solution requires clarification and verification of circumstances in more detail, the Bank may prolong the term of the response.
- 12.2.5. Any dispute, controversy or claim arising out of or related to General Terms and/or any other Agreement concluded between the Client and the Bank, or the breach, termination or invalidity thereof shall be settled by the state supervisory authority – Finansinspektionen (Box 7821 SE-10397, Stockholm, Sweden; www.fi.se), Financial Supervision Authority (Sakala 4, 15030 Tallinn, www.fi.ee), Consumer Protection Board (Kiriku 4, 15071, Tallinn, www.tarbijakaitseamet.ee) or by court. In cases agreed by the Agreement the claim is enforced by court bailiff.
- 12.2.6. Notwithstanding the above, the Bank shall have the right to bring claim against the Client, who is a legal person, at its own option, either in Harju County Court, court of location of the guarantor or its assets, or court handling a dispute between any of the principal debtors and the beneficiary.
- 12.2.7. The Business Transactions between the Bank and the Client and the Service Conditions and any part thereof are subject to Estonian laws unless agreed otherwise by the Parties.
- 12.2.8. The Bank is supervised by Finansinspektionen, Box 7821 SE-10397, Stockholm, Sweden; finansinspektionen@fi.se; phone +468 7878 000; www.fi.se.

13. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

- 13.1. Deriving from the public's, Bank's and Client's interests the Bank shall apply Estonian and international measures for prevention of money laundering and terrorist financing, including the principle "know your customer".
- 13.2. Stemming from the abovementioned, the Bank shall have the right, inter alia:
- 13.2.1. to control regularly the data constituting the basis for the identification of the Client and to demand from the Client the presentation of additional documents;
- 13.2.2. to identify the Client or Client's representative again, if the Bank has doubts in regard of the correctness of the information received during the initial identification;
- 13.2.3. to establish temporary or permanent restrictions regarding the use of Services;
- 13.2.4. to demand documents and data regarding the activities of the Client, incl. data about the Client's contractual partners, turnover, international payments, the proportion of cash and non-cash transactions, as well as data about the aim, essence and the legal origin of the Client's assets.
- 13.3. The Bank shall have the right not to execute the instruction of the Client, if the Client has failed to comply with clause 13.2 of the General Terms.
- 13.4. While applying the measures for the prevention of money laundering and terrorist financing, the Bank shall use risk-based methods and select suitable and appropriate extent of the measures, proceeding from the nature of the Business Transactions, as well as the assessment regarding the amount of risk that the Client or any other person related to the transaction is engaged or may commence money laundering or terrorist financing.
- 13.4.1. In case funds or other asset not belonging to the Client have been erroneously transferred to the Account or funds have been erroneously debited from the Account without the Client's consent, the Client shall be obliged to inform the Bank immediately after detecting the incorrect transfer, but not later than within 13 (thirteen) months after detecting the erroneous transfer and return immediately the funds or other asset incorrectly transferred to the Account to the account designated by the Bank.