

## GENERAL TERMS AND CONDITIONS OF E-IDENTIFICATION AGREEMENT

### 1. GENERAL PROVISIONS

To use e-identification the Service Provider must have entered into an e-identification agreement with Luminor Bank AS (hereinafter the Bank). In addition to these terms and conditions the e-identification service description will be applied upon provision of the service. The service shall be provided pursuant to the technical solutions given in the service description.

The Bank and the Service Provider shall agree on the time of introducing e-identification separately.

For the purposes of this Agreement the Service Provider means a business client who has entered into an e-identification agreement with the Bank as a service provider.

The Annex to this Agreement has been made and signed in two identical copies, one for either party.

### 2. E-IDENTIFICATION SERVICE

E-identification is a service whereby the Bank, in the manner described in the Service Description, identifies a client of the Bank who is using the service of the Service Provider on the basis of the identification data (e.g. the username and alternating password of the Internetbank service) agreed on by and between the client and the Bank and generates a one-time e-identification feature, which contains the identification information of the user of the service (i.e. the client) and sends it back to the client for confirmation. The client verifies the identification feature and confirms their consent to sending it to the Service Provider. The Bank sends the client's personal identification code or registry code and name as the identification information. If the Bank's database does not include the registry code of a business client, the Bank may send other available identification information.

### 3. PARTIES' RESPONSIBILITY FOR THEIR SERVICES AND DATA SYSTEMS

A party to the Agreement is responsible for its service, development and usage of its data systems, and the related maintenance costs. The party to the Agreement must ensure that the data systems are adequately protected against unauthorised use. The Bank may interrupt provision of the e-identification service for the period of maintenance or update or if the security of the Bank or the clients of the Bank requires it. The Bank shall notify the Service Provider of the interruption of the e-identification service at least 1 (one) working day in advance, unless such notification is impossible, considering the reason for interruption of the service.

### 4. TERMS AND CONDITIONS OF LUMINOR TRADEMARK

By this Agreement the Service Provider obtains the right to use the Luminor Trademark electronically on the terms and conditions set out in the service description or in another manner approved by the Bank.

Upon production and advertising of the services pertaining to e-identification, the Service Provider shall follow the instructions given by the Bank regarding the use of the trademark.

The right of use of the trademark shall not be transferred and it may be used only in the manner set out in these terms and conditions. The right of use of the trademark ends upon expiry of this Agreement and the Service Provider shall immediately remove the Luminor trademark from their services and advertising material pertaining to the services.

## 5. TERMS AND CONDITIONS PERTAINING TO SERVICE PROVIDER'S SERVICES

The Service Provider shall verify whether the client's identification information contained in the identification feature complies with the data given by the client to the Service Provider beforehand.

If the Service Provider uses e-identification upon entry into a contract with the client, the Service Provider shall make certain that such a contract is made in a professional and lawful manner. Upon entry into the contract the Service Provider shall agree with its client on using e-identification.

The Service Provider shall produce and market its services which require e-identification professionally and in such a manner than the activities of the Service Provider are in compliance with effective legislation, precepts of authorities and good practice. In its marketing (advertising) activities the Service Provider shall ensure that the services of the Service Provider and the Bank and the responsibility for these services cannot be mixed up. The Service Provider shall technically provide its service in such a manner that the economic security or data protection of the client using the service of the Service Provider or the economic security or data protection of the Bank is not compromised.

The Service Provider undertakes to comply with all data processing requirements in its activities.

The Service Provider shall ensure that the obligations of the Service Provider before the client would be performed pursuant to the terms and conditions of the contract of the Service Provider. The clients of the Service Provider shall have a chance to file complaints concerning the services of the Service Provider directly to the Service Provider and such complaints shall be handled adequately. Upon provision of the service the Service Provider shall give its contact details for filing possible complaints.

If the Service Provider uses a data transmission service provider upon provision of the service, the Service Provider shall ensure that such person performs the terms and conditions of this Agreement. The Service Provider shall immediately notify the Bank if the data transmission service provider specified in the contract of the Service Provider changes.

The service shall be provided through servers located in the territory of Estonia, unless otherwise approved by the Bank.

The Service Provider shall be liable for the qualities, functionality and marketing of the products or services provided by the Service Provider. If on the basis of a decision of the authorities or a court judgment the Bank is obligated to pay taxes or compensation due to the activities of the Service Provider or an error in the service or goods provided by the latter or another similar circumstance, the Service Provider shall, at the request of the Bank, pay the amounts paid by the Bank along with the default interest established in the Bank's price list, which is charged as of the time of making the payment by the Bank until payment of the debt.

In addition, the Service Provider shall compensate the Bank for reasonable legal assistance costs incurred by the Bank.

In its service the Service Provider shall notify the users if the service of the Service Provider is not usable 24 hours a day seven days a week.

If the Service Provider provides the service outside Estonia or exports the service, the Service Provider shall ensure that the service and the activities of the Service Provider comply with the law and customs of the country where the service is provided.

## 6. E-IDENTIFICATION AVAILABILITY

The e-identification service is available 24 hours a day seven days a week, except during interruptions caused by system maintenance, developments, disturbances or other similar reasons.

## 7. SERVICE FEE

The Client shall pay the Bank the E-payment service fee pursuant to the price list of the Bank. The Bank shall debit the service fee from the Client's account without any additional order.

## 8. CONFIDENTIALITY

The Bank and the Service Provider shall ensure the confidentiality of the information containing a business secret or information subject to banking secrecy concerning the other party or a client of the Bank as well as the confidentiality of the manner of provision of the service, security solutions, information about the terms and conditions of this Agreement and other information obtained by the parties upon performance of the Agreement.

The Service Provider can use the personal data about a Bank client obtained through the e-identification service only for the specific legal relationship, which is directly related to the service of the Service Provider rendered to the client.

The Service Provider shall not, among other things, use the identification information about a Bank client obtained through the e-identification service for creation of, for example, a client database, or forward it to a third party in the obtained form or partially or along with other information without the specific prior written consent of the Bank. The consent shall also be obtained if the commercial activities of the Service Provider are transferred as a result of the sales, merger or division of the enterprise or another similar transaction.

Without any restrictions arising from the obligation to maintain the confidentiality of the information subject to banking secrecy, the Bank has the right to disclose the name of the Service Provider and the name of the service of the Service Provider when advertising the Bank's e-identification service.

The Bank has the right to submit this Agreement and the information found in the data systems of the Bank about the identification operations and the related movement of information to the client at the request of the latter or as evidence in court proceedings or in the event prescribed by law.

## 9. AMENDMENT OF TERMS AND CONDITIONS OF AGREEMENT

The Bank has the right to unilaterally amend the terms and conditions of the Agreement, notifying the Service Provider of the amendments at least 30 days in advance.

If the Service Provider does not consent to the amendment, the Service Provider shall have the right to terminate the Agreement as of the entry into force of the amendment, notifying the Bank thereof at least 10 days before the amendment enters into force. If the Service Provider has not cancelled the Agreement by the aforesaid deadline it shall be deemed that the Service Provider has accepted the amendments.

## 10. BANK'S NOTICES

The Bank may notify the Service Provider in the Service Description or in another manner in writing, electronically or by fax of any amendments concerning the functionality of the service, the information about the service and other amendments which are not amendments of the terms and conditions of the Agreement.

## 11. CONTACT PERSON AND NOTIFICATION OBLIGATION OF SERVICE PROVIDER

The Service Provider shall notify the Bank of the contact person whom the Bank may send, among other things, notices concerning the service, the prices of the service or the terms and conditions of the Agreement. The Service Provider shall notify the Bank of any changes in the content, URL address, contact person or contact details pertaining to the service of the Service Provider.

## 12. LIMITATION OF LIABILITY

The Bank shall not be liable for the legality of the contracts made between the Service Provider and its client if the Service Provider uses e-identification upon entry into contracts with its clients. The Bank shall not be liable for damage caused to the Service Provider or a third party due to unauthorised use of the identification information.

The Bank has the right but not the obligation to preserve the log files pertaining to single identification events for as long as the Bank considers it necessary. The Bank has the right but not the obligation to grant the Service Provider use of the log files on the basis of a written request of the Service Provider, considering the restrictions provided by law. In such an event the Service Provider shall compensate the reasonable costs of the Bank.

## 13. LIMITATION OF COMPENSATION FOR DAMAGE

The Bank shall not be liable for indirect damage such as loss of profit or other similar damage.

A party to the Agreement is not entitled to any compensation resulting from cancellation of this Agreement or termination of the service pertaining to the Agreement.

## 14. FILING OF COMPLAINTS

Possible comments or complaints concerning the service shall be made to the other party to the Agreement immediately.

## 15. FORCE MAJEURE

A party shall not be liable for damage caused by force majeure.

Force majeure gives the party to interrupt provision of the service for the duration of force majeure.

## 16. BANK'S RIGHT TO SUSPEND PROVISION OF SERVICE

The Bank has the right to interrupt provision of the service if liquidation or bankruptcy proceedings are initiated against the Service Provider or if the Service Provider is in arrears before the Bank or if the Bank has reasonable doubt that the service is used for an illegal activity or an activity not in compliance with the terms and conditions of the Agreement or if the usage of the service threatens the data security of the Bank or its client.

## 17. PRECLUSION OF ASSIGNMENT

The Service Provider may not assign the rights and obligations based on this Agreement to a third party without the prior written consent of the Bank.

## 18. VALIDITY AND TERMINATION OF AGREEMENT

The Agreement has been made for an indefinite period of time.

A party to the Agreement may cancel and terminate the Agreement in writing by giving one month of advance notice thereof.

A party to the Agreement may cancel and terminate the Agreement in writing immediately if the other party to the Agreement has seriously violated the terms and conditions of this Agreement or if the account bound to the service is closed. At all times a party to the Agreement has the right to cancel the Agreement if the business activities, service or marketing (advertising) activities of the other party are not in compliance with the law, other legislation, precepts of authorities or good practice.

Upon termination of the Agreement the Service Provider shall immediately terminate provision of the e-identification service to its clients, terminate the use of the Luminor trademark and remove the trademark from its marketing (advertising) materials and service.

## 19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by Estonian law. Possible disputes arising from the Agreement shall be resolved in Harju County Court.

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(Partner)

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(Bank)