

# Terms and Conditions of Account Agreement

Effective as of 01.01.2019

## I Definitions

1.1 The terms indicated below have the following meaning in the Terms and Conditions of the Account Agreement:

Acceptance of Payment Orders	means an act by the Bank with which it assumes the obligation to execute a Payment Order on the condition that: <ul style="list-style-type: none"> <li>◆ the Customer has sent all the information required for execution of the Payment Order to the Bank;</li> <li>◆ the Customer has ensured sufficient Funds in the Account for making the Payment and paying the Fees.</li> </ul>
Account	means a current (payment) account for the execution of Payment Transactions, including for holding demand deposits.
Account Agreement	means the payment service agreement that regulates the terms and conditions of keeping the Account as well as the opening, use, disposal and closure of the Account and other terms and conditions required for the provision of the payment service.
Account Currency	means the currency in which the relevant Account has been opened.
Account Number	means a unique combination of letters, symbols or numbers designated by the Bank for the Account.
Authorisation of Payment	means the Remitter's consent to the execution of a Payment Transaction given by the Remitter in a manner agreed between the parties.
Bank	means the provider of the payment service as a credit institution Luminor Bank AS, registry code 11315936, located at Liivalaia 45, 10145 Tallinn.
Customer	means a natural person or legal entity who has entered into an Account Agreement with the Bank.
Funds	means the money held in the Account.

- General Terms and Conditions** means the general terms and conditions of the Bank that regulate the relationships between the Customer and the Bank in addition to the Account Agreement.
- Payment Order** means any order for making a Payment given by the Remitter to the Bank. A Payment Order may also be given through the Beneficiary.
- Payment Terms** means the Bank's payment terms that are an annex to the Account Agreement.
- 1.2 The other terms used in the Terms and Conditions of Account Agreement have the meaning provided for in the General Terms and Conditions or in the Payment Terms.

## II General Provisions

- 2.1 The relationships between the parties are regulated by the Bank's General Terms and Conditions and the Payment Terms to the extent to which they have not been regulated in the Account Agreement. In addition to the above, the use of services linked to the Account is also regulated by the terms and conditions of the relevant products. The Customer is not required to enter into any additional service agreements with the Bank as a prerequisite for entry into the Account Agreement and open an Account.
- 2.2 The Customer's signature on the Account Agreement confirms that the Customer has read the Bank's General Terms and Conditions, the Account Agreement and the Payment Terms, agrees with them and undertakes to comply with them.
- 2.3 If a provision of the Account Agreement becomes invalid, this does not affect the validity of the other provisions of the Account Agreement.
- 2.4 The Account Agreement has been entered into in Estonian and the documents related to the Agreement will be prepared in Estonian, unless the parties have agreed to use another language accepted by the Bank.
- 2.5 The Account Agreement is governed by Estonian law.
- 2.6 Any complaints or disputes related to the Account Agreement will be resolved according to the provisions of the General Terms and Conditions of the Bank.

## III Foreign Currency in Account

- 3.1 The currency of the Account is the euro, unless the Customer has

determined another currency as the Account Currency in the Account Agreement. The Account can only be opened in a currency quoted by the Bank. The Bank may change the list of currencies unilaterally and terminate keeping them.

- 3.2 The Bank executes transactions only in the currencies quoted by the Bank. If the country of origin of a currency establishes restrictions, the Bank will be obliged to comply with them. Information about restrictions is available on the Bank's website.
- 3.3 The Bank has the right to postpone performance of obligations assumed in foreign currency or apply restrictions with regard to this, if such postponement or application of restrictions is caused by force majeure circumstances in the country of origin of this currency. The Bank retains the right to execute transactions in another currency if the execution of the transactions in the indicated currency proves to be impossible due to circumstances for which the Bank is not responsible or that do not arise from the activities of the Bank.
- 3.4 Obligations expressed in foreign currency are subject to payment in the same currency.
- 3.5 The procedure for execution of foreign currency transactions is provided for in the Payment Terms.

## IV Open the Account and Refusal to Open Account

- 4.1 **Opening the Account**
- 1 The Account is opened on the basis of the Account Agreement entered into between the Bank and the Customer. The Account Agreement is entered into for an unspecified term.
  - 2 The Bank opens the Account(s) not later than within 10 (ten) Settlement Days of submission by the Customer of the documents complying with the requirements of the Bank which are the basis for identifying the Customer.
  - 3 The Bank will inform a Customer who is a natural person about the non-opening of an Account not later than within 10 (ten) Settlement Days. There is no obligation to inform a legal entity about the refusal to open an Account.
  - 4 The Bank will assign a number to the Account at its own discretion. The Bank has the right to change the Account Number unilaterally, giving the Customer notice thereof at least 90 (ninety) calendar days in advance.
  - 5 The Customer may request the opening of several Accounts on the basis of the same Account Agreement. A separate Account must be opened

for each currency and deposit in order to execute transactions in different currencies and hold deposits.

- 6 The Account Agreement will enter into force after the parties have signed the Agreement. If the Agreement is signed electronically, the date the last e-signature was given will be deemed the day the Agreement entered into force.

## 4.2 Refusal to Open Account

4.2.1 The Bank has the right to refuse to open the Account with good reason. Above all, the Bank has the right to refuse to enter into the Account Agreement if the person who requested the opening of the Account:

- 1 fails to submit sufficient data or documents to the Bank that are necessary for identifying the person or the person in whose interests they are acting;
- 2 has, intentionally or through gross negligence, submitted to the Bank or an entity belonging to the same consolidation group as the Bank false or incomplete data or refused to submit data;
- 3 has submitted a document to the Bank that has signs of forgery or does not comply with the Bank's requirements due to some other reason;
- 4 has not submitted, on the demand of the Bank, sufficient data and/or documents to prove the lawful origin of their funds;
- 5 to the knowledge of the Bank, is or has been associated with organised crime, money laundering or terrorist financing;
- 6 is or has been in a high-ranked national office (politically exposed person) in a country where the level of corruption is high;
- 7 is a high-risk Customer or operated in a high-risk area of activity on the basis of the measures for assessment of the risk of money laundering and terrorist financing;
- 8 has caused significant damage to the Bank or a real risk of emergence of such damage with their activity or inactivity.

If the opening of the Account is requested by a legal entity, the requirements listed above will also be applied to the persons related to the applicant.

4.2.2 The Bank has the right to decide at its own discretion whether or not to enter into the Account Agreement with a person who is not a resident of Estonia (e.g. a legal entity registered in a foreign country with a low tax rate).

## V Use of Account

- 5.1 Only the Customer or the legal or authorised representative of the Customer, who has the right of representation for this, has the right to use and dispose of the Account.
- 5.2 The Customer or its representative must prove the authority to use the Account pursuant to the procedure and requirements established by the Bank.
- 5.3 The Bank is not obliged to accept and execute the Payment Orders of the Customer or execute a transaction if the Customer or its representative fail to prove their authority pursuant to the procedure and requirements established by the Bank or if there is reason to believe that the person who plans to use the Account is not authorised to do so.

## VI Information about Transactions

- 6.1 The Bank keeps account of the crediting and debiting of the Account and recognises the executed transactions and paid Fees in an Account statement that is accessible electronically through the Internet Bank or in another manner agreed with the Bank.
- 6.2 If the Customer has not agreed with the Bank that the regular Account statement will be sent in any other manner, the Customer can once in a calendar year obtain an Account statement free of charge from a branch of the Bank on request.
- 6.3 The Customer is obliged to immediately check that the information given in the Account statement is correct and immediately inform the Bank if any inaccuracies are found.

## VII Payment Orders and Execution Thereof

- 7.1 **Acceptance of Payment Order**
- 1 The Bank only accepts the Payment Orders that comply with the requirements established by the Bank in which the Customer's will has been clearly expressed and which comply with the requirements arising from legislation, the terms and conditions of the Account Agreement and the Payment Terms.
  - 2 A Payment Order is binding on the Customer and the Customer's consent for its execution has been given if the Payment Orders has been signed or the consent has been granted through Digital Channels.

- 3 The Bank has the right to record the Payment Orders given by the Customer by telephone and use the relevant recordings for proving a Payment Order where necessary.

## 7.2 Execution of Payment Order

- 1 The Bank executes the Customer's Payment Order by the deadline indicated in the Payment Terms.
- 2 A Payment Order is binding to the Bank as of the moment of receipt. If the Bank receives a Payment Order submitted through a Digital Channel on a day that is not its Settlement Day, then the Payment Order will be deemed to be received on the first subsequent Settlement Day.
- 3 If the Payment Order is originated with a future date and the Bank finds out before the arrival of said date that the Remitter who is a natural person has deceased or the legal entity has been deleted from the register, the Bank will not execute the Payment Order.
- 4 The Customer has the right to receive information about the deadline for execution of the Payment Order and the Fees before the Bank starts executing the Payment Order. The Customer will receive information about the acceptance or rejection of a Payment Order from Account statements or upon submission of the relevant request at a branch of the Bank or through Digital Channels which are specified in the Account Agreement entered into between the Customer and the Bank.
- 5 The Bank may, when receiving, accepting and executing a Payment Order, require from the Customer documentary evidence of the lawful origin on the funds used to make the Payment.
- 6 The Customer must ensure the existence of sufficient amount of Funds for the execution of the Payment Order, including payment of the Fees, in their Account, unless otherwise agreed. If the available balance of the Account is exceeded as a result of the transactions executed in the Account or the application of Fees, the Bank will treat the negative account balance as an overdraft and the Customer must pay the Bank the interest established in the Price List on the negative account balance.
- 7 If the amount indicated in the Payment Order exceeds the limit established by the Bank, the Bank may demand additional confirmation of the Payment Order from the Customer.

## VIII Refusal to Execute Payment Order

8.1 The Bank does not execute the Payment Order if:

- 1 the Funds in the Account are not sufficient for the execution of the

Payment Order and the payment of the Fees and other amounts payable by the Customer to the Bank, unless otherwise agreed;

- 2 the submitted Payment Order is incorrect or the data therein are incomplete, and the actual will of the Customer has not been clearly indicated in the Payment Order;
- 3 the Customer does not submit the documents or confirmations specified in the Terms and Conditions of the Account Agreement;
- 4 execution of the Payment Order is not possible due to the restrictions arising from legislation;
- 5 the Payment Order cannot be executed due to the restrictions established by Payment Intermediaries or state authorities;
- 6 there is another risk (e.g. security risk) or reason that gives the Bank reason to believe that the Payment Order does not correspond to the Customer's will;
- 7 there exist other circumstances specified in the General Terms and Conditions of the Bank, the Payment Terms or other terms and conditions of the Bank.

8.2 If the Payment Order does not comply with the requirements established by the Bank or all of the data required in the Payment Order has not been submitted or there are errors in the Payment Order, the Bank will give the Customer a reasonable deadline for correcting the Payment Order if possible.

8.3 If the Customer does not correct the Payment Order by the deadline given by the Bank or if the Bank cannot ascertain the data of the Payment Order, the Bank has the right to not execute the Payment Order and inform the Customer about the refusal to execute the Payment Order.

8.4 The Customer has the right to receive information about the inaccuracies in the Payment Order.

## IX Withdrawal of Payment Order

9.1 The Customer can withdraw the Payment Order only if the Bank has not started executing the Payment Order by the moment it receives the withdrawal request. A Payment Order is withdrawn pursuant to the procedure specified in the Payment Terms.

## X Interest

- 10.1 The Bank will pay interest on the Funds held in the account according to the Price List.
- 10.2 The calculated interest will be transferred to the Account once a year and upon the expiry of the Account Agreement.
- 10.3 Interest is calculated on the basis of the actual number of days in the interest calculation period and a 360-day year.
- 10.4 The Bank may determine different interest rates and interest calculation terms for different customer groups.

## XI Fees

- 11.1 The Customer will pay the Bank a Fee for the opening and management of the Account, the execution of Payment Orders and for the services related to the Account according to the Price List and the Fees agreed outside the Price List in agreements.
- 11.2 The Bank will debit the Fees and other amounts payable from the Customer's Account without an additional order, including all of the claims arising from the agreements entered into by the Bank and the Customer, unless otherwise stipulated by legislation.
- 11.3 Fees and other sums payable calculated in a foreign currency will be calculated into euros on the basis of the transfer rate effective on the date of the transaction.
- 11.4 If the funds in the Customer's Account are insufficient for the payment of the Fees and the other amounts arising from the other agreements entered into between the Bank and the Customer, the Bank may debit said amount from the other accounts of the Customer at its own discretion.

## XII Liability of Parties

- 12.1 **Liability of Customer**
- 1 The Customer is liable for the correctness, completeness, accuracy and timely submission of the information, including the Unique Identifier and documents, submitted to the Bank and for the lawfulness of transactions.
  - 2 The Customer will compensate the Bank for the damage caused to the Bank by the failure of the Customer or their representative to perform



the Account Agreement or to perform it appropriately.

- 3 The Customer is liable for all of the transactions made on their order, including transactions related to the Account, that have been made by the Customer's representative.
- 4 The Customer is liable for the damage caused to the Bank because the Customer submitted documents and/or instructions that are forged or incorrectly or incompletely filled in.
- 5 The Customer must immediately inform the Bank about an unauthorised Payment or amount transferred to the Customer's Account in error and preserve the respective amount until it is returned to the entitled person.

## 12.2

### Liability of Bank

- 1 The Bank is liable for the due execution of the Payment Order of the Customer. The liability of the Bank also covers the activities of the Payment Intermediary chosen by it, unless otherwise provided for by law.
- 2 The Bank is liable for the direct damage caused to the Customer intentionally or as a result of gross negligence. The Bank is not liable for indirect damage and loss of profit.
- 3 If the Bank debits the Customer's Account without legal basis (e.g. without the Customer's consent) or unjustifiably deviates from the Customer's Payment Order, the Bank must repay the Amount of the Payment and the withheld Fees to the Customer not later than on the next Settlement Day after becoming aware of the Payment made without the Customer's consent.
- 4 The Bank as the account manager is responsible for the Payments initiated by the Customer reaching the Beneficiary's bank and the Payments made to the Customer reaching the Customer's Account by the deadline set forth in the Payment Terms.
- 5 If a Payment initiated from the Account or received in the Account is late due to reasons arising from the Bank, the Bank will, on the demand of the Customer, pay default interest on the Payment at the rate established by law.
- 6 If the Bank has unjustifiably not executed a Payment Order, the Bank will make every effort to execute the Payment Order or, on the demand of the Customer, repay the Amount of the Payment and the Fees to the Customer's Account and compensate the Customer for any other direct damage caused to the Customer by the failure to execute the Payment Order.

## 12.3 Exemption of Bank from Liability

- 12.3.1 The Bank is not liable for the refusal to execute, non-execution or delay in the execution of a Payment Order or the damage caused by this if the Bank's liability is ruled out with the Terms and Conditions of the Account Agreement, the General Terms and Conditions and the Payment Terms or any other terms and conditions of the Bank applicable to Payments or if the Bank is complying with the obligations arising from legislation. Among others, the liability of the Bank is ruled out in the following cases:
- 1 the Bank executes a Payment Order to the wrong Beneficiary on the basis of an incorrect or incomplete Unique Identifier or if the execution of the Payment Order is delayed due to an incorrect or incomplete Unique Identifier;
  - 2 for any other mistakes and erroneous Payment Orders made by the Customer when submitting a Payment Order;
  - 3 the non-execution or incorrect execution of a Payment if the Beneficiary's bank or the Payment Intermediary chosen by the Customer is responsible for the correct execution of the Payment;
  - 4 delays in forwarding a Payment Order, loss of deliveries, transmission errors or distortions caused by the lack or faults of means of communication, differences in times zones and changes in exchange rates;
  - 5 any indirect damage to or loss of income by the Customer;
  - 6 if a restriction on disposal (block) is set on the Account by the Bank pursuant to the Account Agreement and the restriction on disposal means that the Customer cannot use or dispose of the Account.
- 12.3.2 If the Bank delays with the execution of a transaction or does not execute the transaction or makes an erroneous Payment and this occurs due to reasons arising from the Customer, the Customer will not have the right to demand compensation of damage from the Bank, including payment of interest or default interest.
- 12.3.3 If the Bank postpones the execution of the Payment Order or does not execute the Payment Order in the cases specified in clauses 5.3, 7.2 and 8.2, this will not be deemed a breach of obligations by the Bank and the Bank will not be obliged to compensate the damage caused to the Customer.

## XIII Succession of Account

- 13.1 The Bank may pay out the amount determined by the Bank for covering the funeral expenses to the persons connected with the deceased Customer (e.g. spouse, adult children, parents) from the Account of a

deceased Customer before the issue of the certificate of succession. If the recipient of the payout has not used the money for the intended purpose, the successors may file a claim against the recipient of the pay-out.

- 13.2 The Bank makes pay-outs from the Account of a deceased Customer, excluding the amount specified in clause 13.1, on the basis of a succession certificate or another document arising from legislation or an enforced court ruling.
- 13.3 In the event of several successors when at least one of them is a minor or a person to whom a guardian has been appointed, the Bank will only make pay-outs from the Customer's Account with the consent of a court.

## XIV Blocking and Seizure of Account

- 14.1 Blocking an account means partial or full suspension of the execution of transactions with the funds in the Account. An Account may be blocked on the initiative of the Bank or the Customer.
- 14.2 The Bank blocks the Account on the basis of an order of the Customer submitted by in writing or in any other manner agreed between the Bank and the Customer.
- 14.3 When a blocking order is given verbally, which means that identifying the person giving the order is difficult (e.g. if the order is given by telephone or the identity document of the person giving the order has been lost or stolen), the Bank has the right to ask the person giving the order questions about the Customer applying for blocking on the basis of the information in the Bank's database in order to make sure the person has the right to give the blocking order. The Bank is not liable for the damage caused by not blocking the Account if the person requesting the blocking is unable to sufficiently prove their right to submit such an order.
- 14.4 The Bank releases the Account blocked on the initiative of the Customer on the basis of the Customer's order.
- 14.5 The Bank has the right to block disposal of the Account of the Customer if:
- 1 the Customer has not submitted the documents or data required by the Bank in relation to compliance with the due diligence measures arising from law;
  - 2 the Bank has become aware of circumstances which create the need to identify the lawful origin of the Customer's funds or other assets;
  - 3 the Customer has failed to pay a payment obligation due to the Bank or the Bank becomes aware of another circumstance that gives enough

reason to believe that the account holder will not or cannot perform its existing or future payment obligation to the Bank;

- 4 the risk that the Customer does not have sufficient Funds for the performance of their payment obligations arising significantly upon the use of a means of payment related to the availability of credit;
- 5 contradicting data or documents, the authenticity of which is doubted by the Bank, have been submitted to the Bank about the persons entitled to use the Account;
- 6 documents about the Customer's death or the deletion of a legal entity from the register have been submitted to the Bank.

The Bank releases an Account blocked on the initiative of the Bank when the circumstances on the basis of which the Account was blocked cease to exist.

- 14.6 The Customer's Account is seized on the grounds and pursuant to the procedure set out with legislation. The Bank releases a seized Account on the basis of the decision of the person that established the seizure.

## XV Amendment and Termination of Agreement

- 15.1 The Bank has the right to unilaterally amend the Terms and Conditions of the Account Agreement, giving notice to the Customer at least 2 (two) months in advance. The Customer will be informed about the amendments made to the Account Agreement on the Bank's website or through means of communication. If the Customer does not agree with the amendments, they may cancel the Agreement ordinarily, giving notice to the Bank during the advance notification period. Otherwise, it will be deemed that the Customer has agreed with the amendments.
- 15.2 The Customer has the right to cancel the Account Agreement ordinarily at any time without notice, unless the cancellation of the Agreement may bring about the violation of another service agreement with which the Customer has assumed the obligation to hold the Account, or the termination of a service agreement if the service cannot be provided without holding an Account.
- 15.3 The Bank will refuse to terminate the Account Agreement if there exist circumstances that prevent the termination of the Account Agreement (e.g. seizure of the Account, outstanding obligations, another service agreement that requires the existence of the Account) until the aforementioned circumstances that prevent the termination of the Account Agreement cease to exist.
- 15.4 The Bank has the right to cancel the Account Agreement unilaterally at any time, irrespective of the reason, by notifying the Customer at

least 2 (two) months in advance.

15.5

The bank may cancel the Account Agreement extraordinarily without giving the required advance notice if:

- 1 the Customer seriously violates an obligation arising from the General Terms and Conditions of the Bank or the Account Agreement;
- 2 the Customer is deceased or deleted from the register;
- 3 the Customer or a related person has not submitted sufficient data or documents on the demand of the Bank to identify themselves or prove the lawful origin of their funds or other assets, or if the submitted data and documents do not eliminate the Bank's suspicions about the Customer's identity or the possible connection of business activities with money laundering or terrorist financing or illegal transactions;
- 4 the Customer or a related person has intentionally or due to gross negligence submitted to the Bank incorrect or incomplete data or failed to inform the Bank of significant changes in the data submitted to the Bank or refused to submit data;
- 5 a document submitted by the Customer to the Bank has signs of forgery;
- 6 the Customer or a related legal entity has caused significant damage to the Bank or a real risk of emergence of such damage;
- 7 if the Customer has submitted to the Bank a request for termination of the processing of personal data and the Bank is of the opinion that continued performance of the Account Agreement is not reasonably possible without personal data processing. The legal entities belonging to the same group as the Bank are also treated as the Bank in this clause according to the General Terms and Conditions of the Bank;
- 8 the Bank has another basis for the extraordinary termination of the Account Agreement.

## XVI Consequences of Termination of Account Agreement

16.1

The termination of the Account Agreement will not affect the monetary claims that have arisen prior to the expiry of the Account Agreement becoming collectible or their satisfaction.

16.2

Upon termination of the Account Agreement, the Bank will transfer all unpaid interest to the Account, withdraw all Fees and other sums and debts subject to payment. The Bank will pay out the Funds held in the

Account or transfer the Funds according to the Customer's instructions, unless otherwise provided for in legislation.

- 16.3 The Bank will not pay interest on the Customer's Funds held in the Bank after the termination of the Account Agreement.
- 16.4 The Bank will close the Customer's Account after the termination of the Account Agreement. If several Accounts have been opened on the basis of the same Account Agreement, all the Accounts opened on the basis of the Account Agreement will be closed when the Account Agreement terminates.
- 16.5 If a Payment made for crediting the Customer is received at the Bank within a month of the closure of the Account, the Bank will accept the Payment and pay out the received Funds according to the Customer's instructions, unless otherwise provided for in legislation.
- 16.6 The service agreements linked to the Account will terminate when the Account is closed. Said agreements will remain in force to the extent in which they are linked to the use of other accounts.
- 16.7 A closed Account cannot be reopened.