

## TERMS AND CONDITIONS OF SEB PLAN

Valid from 01.05.2010

- SEB Plan (hereinafter: the Plan) is a set of banking products/services offered to clients by AS SEB Pank (hereinafter: the Bank) for a fixed monthly fee. The list of products/services included in the Plan along with the prices of respective products/services have been specified on the website of the Bank at www.seb.ee and is available in all SEB branches.
- 2. The monthly fee of the Plan is established with the price list of the Bank.
- 3. The Bank debits the monthly fee of the Plan from the client's account once a month for the previous month, in the first decade of the month.
- 4. If the Plan ends in the middle of a month, the Bank shall have the right to receive monthly fee for the aforementioned month proportionately for the number of days when the Plan was in force, regardless of the reasons of ending the Plan. The Bank has the right to debit the aforesaid fee from the client's account.
- 5. The Plan shall enter into force as of the moment of submitting the application for selecting the Plan. When selecting the Plan, the fee for formalisation of the Plan shall be paid. The Bank shall debit the fee from the client's account on the next day, after the Plan entered into force. The client shall pay the Bank no monthly fee for the month when the Plan was formalised.
- 6. The current account, specified in the application, for debiting the monthly fee can be changed or a new Plan selected upon termination of a Plan only by submitting a new application.
- 7. For terminating the Plan, the client shall submit a respective application to the Bank via the Internet Bank or at an SEB branch. The Plan shall be terminated as of the moment of submitting the application.
- 7.1 If the client changes the Plan, offered by the Bank, for another settlement plan of private individuals, the Plan and all the benefits of the client, arising herefrom, shall end as of the moment the new settlement Plan enters into force (Clause 5).
- 7.2 To change the Plan for another settlement plan, the client shall submit a respective application on the form as established by the Bank.
- 7.3 The client cannot change the Plan for other settlement plans, offered by the Bank, if the client has debts owed to the Bank, arising from the Plan.
- 8. If the current account, specified in the client's application, does not have sufficient funds for debiting the monthly fee of the Plan (incl. in the case, stipulated in Clause 4), the Bank shall be entitled to debit the payable amounts from other accounts of the client at the Bank; including, upon need the Bank has the right to convert the necessary

AS SEB Pank Tornimäe 2, Tallinn, 15010 Phone 372 66 55 100 E-mail: <u>info@seb.ee</u> sum from another currency, available in the client's account(s).

- 9. The Plan shall end:
- 9.1 on the client's initiative, submitting an application to the Bank for terminating the Plan on a form established by the Bank via the Internet Bank or at an SEB branch. The Plan shall end as of the day of submitting the application;
- 9.2 upon the death of the client;
- 9.3 on the initiative of the Bank:
- 9.3.1 if the client owes the Bank monthly fees, exceeding in total the amount of three monthly fees. In the above-mentioned case the Bank shall terminate the Plan on a day when the respective limit was reached, without informing the client of the Plan thereof further.
- 9.3.2 for any reason by notifying the client of ending the Plan in a manner specified in the general terms and conditions of the Bank at least 2 (two) months in advance, except in case specified in Clause 9.3.1.
- 10. Upon termination of the Plan, the Bank shall not return the fee to the client for formalisation of the Plan (Clause 5).
- 11. As of the moment of terminating the Plan, the ordinary price list of the Bank shall apply to the client, unless otherwise stipulated by the Bank.
- 12. The Bank has the right to amend the terms and conditions of the Plan, incl. the set and prices of the products/services included in the Plan, at any time by giving the client notice thereof pursuant to the procedure stipulated in the general terms and conditions of the Bank.
- 13. Also the general terms and conditions, established at the Bank, the terms and conditions of settlement and the terms and conditions of current account agreement shall be applied to the mutual relations between the client and the Bank.
- 14. Any disputes between the Bank and the client shall be resolved by way of negotiations. If negotiations yield no results, the dispute shall be resolved by a court proceeding.