

TERMS AND CONDITIONS OF TERM DEPOSIT AGREEMENT

Valid from 10.01.2012

1. GENERAL PROVISIONS

1.1 A term deposit agreement (hereinafter the Agreement) is the agreement made between AS SEB Pank (hereinafter the Bank) and a natural person or legal entity (hereinafter the Depositor) pursuant to which the depositor deposits an agreed amount of money (hereinafter the Deposit Amount) in the Bank for the term specified in the Agreement (hereinafter the Deposit Period). The Bank shall calculate and pay interest on the Deposit Amount and return the Deposit Amount pursuant to the terms and conditions of the Agreement.

1.2 The deposited currencies, minimal deposit amounts, the interest rates of deposit periods according to currencies, the service charges associated with Agreement management, etc., shall be established and amended by the Bank. The Depositor can obtain information about these data from the Bank's branches and its website www.seb.ee.

1.3 Entry into the Agreement is subject to the Depositor having a current account in the Bank.

1.4 The Agreement shall enter into force and calculation of the term and interest shall start from the day the Deposit Amount is received on the account defined in the Agreement.

1.5 In any issues not regulated with the Agreement, the Bank and the Depositor shall proceed from the general terms and conditions of the Bank and the current account agreement.

2. SIGNIFICANT TERMS AND CONDITIONS OF THE AGREEMENT

2.1 No additional payments can be made into and no withdrawals can be made from the Deposit Amount.

2.2 Interest

2.2.1 The Bank shall calculate interest in the Deposit Amount from the start date of the deposit until the expiry date of the deposit (excluded).
2.2.2 The Bank shall calculate interest on the Deposit Amount on the basis of a 360-day year, the actual number of days in a month and the

interest rate.
2.2.3 The Bank shall pay the interest to the current account indicated by the Depositor on the expiry date of the deposit, unless otherwise agreed in the Agreement.

2.3 Automatic extension

2.3.1 The Bank has the right to offer the Depositor the option to request automatic extension of the deposit during the term of the Agreement, excl. in the case of deposits with agreed interest rates.

2.3.2 In the case of automatic extension, the Agreement shall extend upon the arrival of the expiry date of the deposit by the same term under the terms and conditions effective in the bank at the moment of the extension.

2.3.3 The last day of the previous Deposit Period shall be the first day of the new Deposit Period and the interest rate valid for a deposit in the currency of the Deposit Amount and for the term corresponding to the Deposit Period as of the first day of the new Deposit Period,

2.3.4 The Bank shall transfer the interest calculated for the previous Deposit Period to the current account defined by the Depositor or add it to the Deposit Amount as specified in the Agreement.

2.3.5 The instruction to extend the term deposit automatically shall remain valid until the Depositor terminates it. The instruction must be submitted to the Bank at least one business day before the automatic extension date of the deposit.

2.3.6 If the terms and conditions of term deposits effective in the Bank at the time the deposit is extended do not allow for extending the deposit, the Bank shall deem the automatic extension instruction as terminated and terminate the Agreement.

2.4 The Depositor shall pay a service charge for the services associated with Agreement management pursuant to the price list of the Bank.

2.5 The Depositor shall obtain information about the Deposit Amount and the interest paid out upon demand from the Bank's branches or regularly through the Internet Bank. Depositors who do not use the Internet Bank can demand a statement of all transactions associated with the deposit that shall be issued to them free of charge at any branch of the Bank once every calendar year.

3. EXPIRY AND PREMATURE TERMINATION OF THE AGREEMENT

3.1 The Agreement has been entered into for a specified term and expires on the expiry date of the deposit.

3.2 On the expiry date of the deposit, the Bank shall transfer the Deposit Amount and the calculated interest to the current account defined in the Agreement.

3.3 The Depositor shall submit the relevant application to the Bank in order to terminate the Agreement prematurely. The Bank has the right in case of premature termination of the Agreement to transfer the Deposit Amount to the current account defined in the Agreement or the Depositor's application within 3 (three) business days as of receipt of the application unless the Depositor has specified a later date in the application.

3.4 The Bank has the right to terminate the Agreement prematurely on the bases arising from law or the general terms and conditions of the Bank.

3.5 The Bank shall not pay interest in the case of premature termination of the Agreement.

3.6 The Bank has the right to demand that the Depositor compensate the Bank for the expenses caused by premature termination of the deposit. The expenses of premature termination of the deposit are the additional interest expenses of the Bank arising from refinancing the period between the date of premature termination and the initially agreed expiry date of the deposit, which the Bank should have paid the Depositor for the remaining part of the deposit period if the deposit had not been prematurely terminated. Additional interest expenses are calculated on the basis of the difference in the interest rate quoted for the relevant currency for the relevant period and the initially agreed interest rate.

3.6.1 The Depositor shall compensate the bank for the expense of premature termination of the deposit to the extent in which it exceeds the interest calculated for the deposit until the day of its premature expiry.

3.6.2 The Bank has the right to withhold the interest expenses caused by premature termination of the deposit from the Deposit Amount to be paid out. The Bank shall present the calculation of the interest expenses to the Depositor if requested by the latter.

4. AMENDMENT OF THE TERMS AND CONDITIONS OF THE AGREEMENT

4.1 The Bank has the right to amend the terms and conditions of the Agreement unilaterally by notifying the Depositor thereof before the amendments take effect by the deadlines and in the manner set forth in the general terms and conditions of the Bank.

4.2 If the Depositor does not agree with the amendments, they have the right to cancel the Agreement without the Bank applying clauses 3.5 and 3.6 of the Agreement. If the Depositor has not cancelled the Agreement during the notification period, it shall be deemed that they have consented to the amendments.

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