

# Terms and Conditions of the Pension Investment Account

Valid from 01/04/2021

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## Definitions

Pension investment account agreement (Agreement) is an agreement which regulates the conditions of opening, using, and closing a pension investment account.

Pension investment account (Account) is a special type of bank account that receives the mandatory funded pension payments and income earned from financial assets, and that is used as set out in the Agreement.

Client is a natural person who has concluded a pension investment account agreement with the bank. The client must have joined the mandatory pension pillar system before concluding the Agreement.

Registrar is the registrar of the pension registry.

Financial asset is an asset as defined in subsections (2) and (3) of section 171 of the Income Tax Act taking also into account the provisions in the subsections (4)–(8) of the same section.

Bank is AS SEB Pank.

## General provisions

1. In order to receive the funded pension payments on the Account, the Client must submit a choice application to that effect or a change application for transferring the funds saved on the mandatory funded pension account to the Account. Conditions for submitting and completing a choice or a change application are set out by law.
2. The Client must open a securities account(s) at the Bank which the Bank ties to the Account to use the Account for financial asset transactions and for holding financial assets. Only financial assets acquired through the Account may be registered on such a securities account(s); any transactions with these assets are limited by the Agreement and the provisions of legislative acts that regulate the pension investment account service.
3. The Bank informs the Registrar of opening and closing the Account and, among all else, discloses the name, personal identification code, and the contact details of the Client, as well as the account number of the Account that is opened pursuant to the Agreement.
4. The Account can be used for investing in financial assets only.
5. The funds on the Account and financial assets acquired shall not be used as collateral or be encumbered in any other way.
6. The General Terms and Conditions of the Bank apply to the Agreement and to the service that is provided hereunder; in addition, the Terms and Conditions of Securities Accounts and Transactions apply to any transactions with securities. In matters not regulated by the Agreement, the General Terms and Conditions of

the Bank shall apply (for example identification of the client, maintenance of the confidentiality of information subject to banking secrecy and processing the client's personal data). Should there be any contradictions between these additionally applicable terms and conditions and the Agreement, the terms and conditions of the Agreement shall prevail.

7. The Agreement and the service provided based on the Agreement are governed by the law of the Republic of Estonia.

## Account currency

8. The main currency of the Account is euro. The Client can request for permission to use other currencies on the account by submitting respective application to the Bank.
9. If an amount is received to the Account that is in a currency not specified in the Agreement or that the Bank has not deemed acceptable to add, the Bank shall convert it into euros on the basis of the exchange rate determined by the Bank on the date of the transaction. The exchange rates are available on the website of the Bank at [www.seb.ee](http://www.seb.ee) and information about exchange rates can also be acquired from advisors at the branches of the Bank.
10. The Bank shall inform the Client, who holds the relevant currency on their Account, of ending the holding service of a currency in accordance with the General Terms and Conditions of the Bank. The Bank may convert the balance of the respective currency held on the Account into euros on the basis of the transfer rate determined by the Bank on the day specified by the Bank.
11. The Bank can apply restrictions to foreign currency transactions by disclosing these on its website ([www.seb.ee](http://www.seb.ee)).
12. Foreign currency transactions are carried out based on the Terms of Settlement of the Bank.

## Use of the Account; information about transactions made

13. The Account can only be used for receiving payments related to the mandatory funded pension of the Client, incl. for payments from another pension investment account, for holding and acquiring financial assets, for holding or reinvesting means acquired through transferring financial assets, for disbursements under the conditions set out by law, and for a transfer to another account based on a change application.
14. The Bank is entitled to refuse to transfer the funds on the Account or to accept, transmit, or exercise an order for a securities transaction, also to suspend the fulfilment of such order or to reverse execution of it if the order contradicts the provisions of the Agreement or Securities account agreement or legislative acts or information received from the Registrar.
15. If the Client has a valid Internet Bank agreement, the Client can use the Account and obtain an Account statement through the Internet Bank.
16. The Client uses the Account personally, or through a legal or an authorised representative. The Bank may also make transfers from the Account on the basis of information received from the registrar.
17. Any payments from the Account (for example, to another pension investment account, payments for issuing pension fund units, payments to heirs, etc.) that are not related to acquiring financial assets or debiting fees or claims are made through the Registrar.
18. Applicable legislation may limit the use of the Account and the submission of instructions regarding it; for example, it is not permitted to withdraw funds from the Account partially or to invest it partially into pension fund units.

## Information on transactions

19. The Client receives information about the account balance, transactions made and service fees, and other information about the Account
  - through the Internet bank, incl. through the mobile app, to the extent determined by the Bank; or
  - through regular account statements via regular post; or
  - from a branch office.

## Transactions with financial assets

20. When the Terms and Conditions of Securities Accounts and Transactions apply, then the current account referred to in those terms and conditions is considered replaced with the Account that was opened based on the Agreement.

21. Only Baltic securities, as defined in the Terms and Conditions of Securities Accounts and Transactions, can be transferred from a securities account linked to the Account to another securities account linked to another pension investment account.

## Commission fees

22. Based on the price list of the Bank, the Client pays to the Bank all fees for opening and maintaining the Account, and all fees (incl. to third parties) that apply to a securities account and using it to acquire and transfer financial assets, as well as fees applicable to terminating an agreement concluded when acquiring financial assets. The Bank is entitled to debit such fees from the funds on the Account or to sell financial assets acquired through the Account to this end.
23. If there are no funds on the Account or these are insufficient for debiting the fees listed in Clause 22, the Bank may debit the amount at its own discretion from the current accounts of the Client, incl. from any currency held in the account.

## Liability of the parties

24. The Client is liable to the Bank for the legality of the funds that is transferred to the Account and the transactions performed through the Account.
25. The Client is responsible for the performance of the obligations arising from or related to the financial assets acquired under the Agreement; this also applies when the obligation is claimed at the expense of the Bank or other clients. The termination of the Agreement does not mean that the Bank will not have any further claims to the Client; the Bank is entitled to take action to collect damages from the Client to avoid or reduce losses to the Bank.
26. The Bank is not liable for the refusal to execute or for the non-execution of an order or for delays in execution and the resulting damages if the responsibility of the Bank is excluded by the Agreement or additionally applicable terms and conditions, or if the grounds for the conduct of the Bank arise from the Agreement or if it is caused by the circumstance where the Bank is performing an obligation arising from legislation or other precepts applicable to the Bank.

## Validity, amendment, and termination of the Agreement

27. The Agreement shall enter into force upon signing and has been concluded for an unspecified term.
28. Amendments to the terms and conditions of the Agreement and the applicable price list shall be made pursuant to the provisions of the General Terms and Conditions of the Bank.
29. The Client may cancel the Agreement at any time by informing the Bank at least five working days in advance if the Client's Account and the securities account linked to it are empty (for example, a payment has been made to a pension fund or to another pension investment fund account based on the Client's choice application, all financial assets that were acquired through the Account that was opened based on the Agreement have been transferred, all agreements that were concluded when acquiring financial assets have been terminated, and the funds on the Account has been transferred to another pension investment account of the Client, it has been used for acquiring pension fund units or concluding a pension agreement, or it has been paid to the Client).
30. The Bank may cancel the Agreement in an ordinary manner with good reason by informing the Client at least two months in advance, incl. in a situation where there has been no funds or securities on the Account and the securities account linked to it for at least six months.
31. The Bank may cancel the Agreement in an extraordinary manner without observing the notice period if
  - 31.1 The Client breaches an obligation arising from legislation or materially an obligation under the Agreement or the Terms and Conditions of Securities Accounts and Transactions or the General Terms and Conditions of the Bank;
  - 31.2 The Bank has another valid reason for extraordinary cancellation of the Agreement based on the Terms and Conditions of Securities Accounts and Transactions or the General Terms and Conditions of the Bank; or
  - 31.3 The Client is deceased, the Account and the securities account linked to it are empty, and the Client has no obligations to the Bank.
32. The Bank sends a notice of cancelling the Agreement to the Client in the manner set out in the General Terms and Conditions of the Bank.

## Consequences of terminating the Agreement

33. Termination of the Agreement shall not affect the collectability or satisfaction of financial obligations that have arisen prior to the termination of the Agreement.
34. If the Agreement is terminated by the Bank, the Client must transfer the funds on the Account before the deadline set by the Bank and/or issue an order for the sale of financial assets purchased through the Account, or transfer the assets to a securities account linked to another pension investment account, if the transfer is possible. If the Client does not meet their obligations, the Bank is entitled to exercise its rights that are set out in the Terms and Conditions of Securities Accounts and Transactions.
35. Transactions, transfers, and/or payments in relation to terminating the Agreement are conducted pursuant to conditions of the Agreement and applicable legislation.
36. Upon termination of the Agreement (if the Account and the securities account linked to it are empty), the Bank closes the Account.
37. If a payment in favour of the Client is received by the Bank after the Account is closed, the Bank shall accept it; if the amount is received in a foreign currency, the Bank converts it into euros (if necessary) based on the exchange rate determined by the Bank on the day of receiving the payment, and the received amount will be transferred via the Registrar. The transaction is subject to the service fee applicable at the branch of the Bank.
38. A closed Account shall not be reopened.

**By signing this Agreement, the Client confirms and ensures that any amount received on the Account is related to the payments into the mandatory funded pension (second pillar) of the Client or to financial assets acquired with the funds that has been received in this manner.**