1. CONTENT AND DEFINITIONS OF THE AGREEMENT

E-invoice with automated standing order service is the service of AS SEB Pank (hereinafter: the Bank) to the client (hereinafter: the Remitter) that enables the Remitter to pay for the e-invoices issued by the seller on the basis of an automatic standing order. According to the e-invoice with automated standing order agreement (hereinafter: the Agreement) the Remitter gives a prospective order with the ID of the seller for automatic payment of the e-invoice each time. E-invoice with automated standing order enables automatic payment of invoices by Remitters, who have ordered an e-invoice to the Bank, incl. by those Remitters, who use the Internet bank, as well as by those Remitters, who do not use the Internet bank. For the Remitters, who do not use the Internet bank, the seller shall forward: 1) the e-invoice to the address as agreed with the Remitter (e.g. to e-mail, regular mail); 2) an e-invoice with restricted view to the Bank, to enable the Bank automatically pay for the e-invoice on the Remitter's behalf.

Invoice is the payment document delivered by the seller to the Remitter upon selling the goods or services.
E-invoice is an electronic invoice delivered to the Remitter, which is created, forwarded, recorded and maintained in the electronic environment.
E-invoice application is an application of the Remitter to the seller for forwarding e-invoices to the Bank or for ending the same. The respective application may be contained in the agreement of sale for goods or services.
Parallel forwarding of e-invoice and invoice is the possibility offered by the seller to the Remitter who is not using the Bank's Internet bank, to order in addition to the invoice delivered to the channel agreed for sending the invoice (e.g. e-mail, regular mail) also an e-invoice to the Bank, to enable the Remitter use of the e-invoice with automated standing order service. In case of parallel forwarding of an e-invoice and an ordinary invoice, the seller shall send to the Bank an e-invoice with restricted view.
Internet bank is a product of the Bank, which enables the Remitter to use the Bank's determined services via Internet under a respective agreement, by contacting the Bank's server in the manner and at the address as determined by the Bank.
E-invoice with restricted view is an e-invoice that does not contain detailed data on the goods sold or service provided. The seller shall send to the Bank an e-invoice with restricted view if the Remitter does not have an Internet bank agreement.
Limit is the upper limit for the payments in one day or one calendar month to be specified by the Remitter for an agreement of goods or services.

Payment is a transfer made on the basis of the e-invoice and according to the terms and conditions of the agreement from the Remitter's account.
Payment period is the period of time, established by the seller, within which the Remitter may determine a payment date.
Payment date is the date on which the Bank shall debit the payable amount from the Remitter's account. Depending on the options provided by the seller, the Remitter has the right to determine as the payment date the due date or the second day following the day when the e-invoice arrives at the Bank as the payment date.
Due date is the date of payment of the e-invoice, indicated on the e-invoice.
The amount of payment is the amount payable on the basis of the e-invoice.
Seller is the person who has provided to the Remitter the service or sold the goods and wishes to deliver an invoice to the Remitter for the same.
Service ID is a service-based identifier in the seller's system (client code, client number, reference number, etc). The Service ID is necessary for setting the upper limit to the payment order when paying the invoices delivered by the same seller for different service or goods.

2. E-INVOICE APPLICATION

2.1 To receive an e-invoice, the Remitter shall submit an e-invoice application to the seller or the Bank.
2.2 On the basis of an e-invoice application the Remitter can conclude the agreement in the Bank's Internet bank, at a Bank office or at the seller, if the Bank has authorised the seller for that purpose.

3. PAYMENTS

3.1 After receiving the e-invoice from the seller, the Bank will display it in the Remitter's Internet bank at least 1 (one) day before the payment date.
3.2 On the payment date the Bank shall execute the payment according to the agreement and the terms of settlement effective in the Bank. The Bank's settlement terms and conditions are available at the Bank's branches and on the Bank's website at www.seb.ee. A payment shall not be deferred due to the circumstances that the payment date is not a settlement day.
3.3 The Remitter undertakes to ensure that the Remitter's account:
3.3.1 has a limit that is sufficient for making a payment;
3.3.2 has an amount that is sufficient for effecting the payment and paying the commission fees.
3.4 If there are several e-invoices with the same payment date for a Remitter's account and the funds available in the account are not sufficient for effecting all

AS SEB Pank
Tornimäe 2, 15010 TALLINN
tel 372 66 55 100
e-mail info@seb.ee

Supervisory agency: Financial Supervision Authority
Sakala 4, 15030 TALLINN
tel 372 66 80 500
e-mail: info@fi.ee

210 380

payments and/or paying the commission fees, then the Bank will decide their order of execution.

3.5 If the seller delivers the e-invoice to the Bank before the payment date, however the due date on the invoice is earlier than the payment date, the Bank shall make the payment on the due date.

3.6 The Remitter has the right to allow partial payment of the e-invoice within the limit and the account balance.

3.7 If the Remitter allows partial payment of the e-invoice and the amount of the e-invoice sent to the Bank by the seller and that of the commission fees is higher than the amount on the Remitter's account or the effective limit, the Bank shall check the Remitter's account until the due date indicated in the e-invoice and make the payment within the amount shown on the e-invoice upon receipt of funds in the account or after the limit has been increased by the Remitter within sufficient amount. If there are no funds in the Remitter's account for effecting the payment within the said term or if the Remitter does not increase the limit within the specified term, the Bank shall transfer on the due date to the seller the amount within the sum available in the Remitter's account, deducting the Bank's commission fee from the amount of payment. The Bank shall not effect the payment if the amount of payment less commission fee is less than 1 (one) euro.

3.8 If the Remitter does not allow partial payment of the e-invoice and the amount of the e-invoice sent to the Bank by the seller and that of the commission fees is higher than the amount available on the Remitter's account on the payment date or the effective limit, the Bank shall check the Remitter's account until the due date indicated in the e-invoice and make the payment within the amount shown on the e-invoice upon receipt of funds in the account or after the limit has been increased by the Remitter within sufficient amount. If there are no funds in the Remitter's account for effecting the payment within the said term or if the Remitter does not increase the limit within the said term, the Bank shall not make the payment.

3.9 If the seller delivers the e-invoice to the Bank on the indicated due date or after the due date, the Bank shall not display the invoice in the Remitter's Internet bank and shall not make the payment.

3.10 The Remitter has the right to cancel the automatic payment of every single e-invoice before the payment is made.

3.11 Payments will be suspended due to a seizure or blocking of the Remitter's account on grounds established in law, in the Bank's general terms and conditions or the current account agreement concluded with the Bank.

3.12 The Remitter is entitled to get information about the effected payments from its account statement in the Internet bank or at the branches of the Bank.

3.13 The Bank shall deduct commission fees for the contractual payments from the Remitter's account in accordance with the valid price list of the Bank.

3.14 The Bank shall not display the e-invoice in the Remitter's Internet bank nor make the payment if the seller has not delivered the e-invoice to the Bank.

3.15 If the seller delivers to the Remitter a credit e-invoice for changing or cancelling the existing e-invoice and forwards it to the Bank, the latter shall forward such credit e-invoice to the Remitter and cancel the payment of the unpaid e-invoice in the full amount. The Bank shall not change under a credit e-invoice the amount payable under the initial e-invoice.

3.16 The Bank shall make the payment if the currency of the e-invoice is euro. In case the e-invoice is in another currency, the Bank shall make the payment if the seller's current account specified on the e-invoice and the Remitter's current account indicated in the contract are both opened in SEB Pank.

4. LIABILITY

4.1 The Bank shall be liable for the execution of the order of the Remitter by due term and in full, in the cases and according to the procedure set forth in law, in the agreement and in the current account agreement concluded between the Remitter and the Bank.

4.2 The Bank shall be liable for payments made without the Remitter's consent.

4.3 The Bank shall not solve the complaints of the Remitter, related to the accuracy of data presented in the e-invoice. The seller shall be liable for the accuracy of the e-invoice.

4.4 The Bank shall not be liable for disregarded or incompletely executed orders of the Remitter if this arose from insufficient funds in or insufficient limit of the current account.

5. SETTLEMENT OF DISPUTES

5.1 The Remitter, being a consumer, shall file a claim with the Bank regarding a payment made without the Remitter's consent or executed incorrectly immediately after becoming aware thereof, but not later than within 13 (thirteen) months as of deducting the amount of the payment from the current account. A Remitter who is a legal person shall file the claim with the Bank within 1 (one) month as of the day of debiting the account, at the latest.

5.2 In case the complaint is filed later than specified in this clause, the Bank shall have the right to disregard it.

5.3 Any disputes between the Remitter and the Bank shall be settled in accordance with the Bank's general terms and conditions.

6. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

6.1 The agreement shall enter into force as of the moment of signing or at the time as agreed between the Bank and the Remitter and may be concluded without a term or with a fixed term.

6.2 The Remitter has the right to change in the agreement the Remitter's account, the payment date, the permission to pay partial e-invoice, the size of the limit and the date of ending the agreement, by submitting a respective application to the Bank.

6.3 If the seller changes the payment period and/or Service ID, the Bank shall have the right on the basis of the seller's request to change the payment date specified in the agreement (if the payment date is not included in the new payment period) and/or the Service ID. The Bank shall inform the Remitter of changing the payment date in accordance with the procedure stipulated in the general terms and conditions. The Bank shall not inform the Remitter of changing the Service ID.

6.4 The amendments specified in clauses 6.2 and 6.3 shall be effective from the moment of making thereof or at any other time determined by the Bank.

6.5 The Bank is entitled to unilaterally make amendments to the terms and conditions of the agreement and the price list, by notifying the Remitter thereof according to the procedure and at the terms set out in Bank's general terms and conditions. If the Remitter does not accept the amendments, the Remitter shall have the right to cancel the agreement within the introductory period, having previously performed all the obligations arising from the agreement. If the Remitter has not cancelled the agreement within the said term, the Remitter shall be deemed to have agreed to the amendments.

6.6 The Remitter is entitled to cancel the agreement at any time.

6.7 The Bank has the right of ordinary cancellation of the agreement by giving the Remitter who is a consumer at least 2 (two) months' advance notice thereof and other Remitters at least 1 (one) month's advance notice thereof.

6.8 The agreement shall end:

6.8.1 Upon expiry of the Remitter's current account agreement or expiry of the agreement for forwarding e-invoices concluded between the Bank and the seller;

6.8.2 If the Bank has received a notice on the death of the Remitter, who is a natural person.

6.9 The Bank has the right to unilaterally cancel the agreement without following the term of advance notice specified in clause 6.7, if the seller has not sent any e-invoices to the Bank within 13 (thirteen) consecutive months.

6.10 Upon the expiry of the agreement, the Bank shall stop payment of the Remitter's e-invoices on the basis of the automatic standing order. The Bank shall continue to display the e-invoices delivered by the seller in the Internet bank.

6.11 If the Remitter's Internet bank agreement ends, the Bank shall stop sending the e-invoices to Internet bank and shall continue making the payments in case the seller submits the Bank e-invoices with restricted view.

6.12 In all cases not regulated by the agreement, the Bank and the Remitter shall be governed by the Bank's general terms and conditions, the settlement terms, and the current account agreement entered into between the Bank and the Remitter, and the price list.

7. PROCESSING OF PERSONAL DATA

7.1 In addition to the terms and conditions of personal data processing provided in the Bank's general terms and conditions, the Remitter shall authorise the Bank to forward their data presented in the agreement to the seller for delivering the e-invoice to the Bank.