

# Terms and Conditions of the Business Client Plan

Valid as of 01.01.2022

1. The business client plan agreement (hereinafter the Agreement) is an agreement between AS SEB Pank (hereinafter the Bank) and a business client (hereinafter the Client) on the basis of which the Bank offers a set of banking products/services (hereinafter the Plan) to the client for a fixed monthly fee. The list of products/services contained in the Plan together with the price list of the respective products/services is provided on the homepage of the Bank at [www.seb.ee](http://www.seb.ee) and is also available in branch offices.
2. In order to receive a service included in the Plan, the Client must conclude a corresponding product agreement with the Bank. The Client is not obliged to conclude agreements for the products included in the Plan. However, the Plan does not guarantee the Client the services included in the Plan, i.e. the Bank may refuse to conclude a corresponding service agreement with the Client on the grounds prescribed in the general terms and conditions, the terms and conditions of the respective service agreement, or legislation or if the Client does not meet the preconditions.
3. The monthly fee of the Plan and the Plan with preferential price is established with the Bank's price list.
  - 3.1 The Client is entitled to use the Plan with a preferential price if they have a valid Bank Link agreement, an agreement for servicing payment cards, a credit card agreement, or a loan-, leasing or a factoring agreement. If any of these agreements is concluded during the validity of the Agreement, the monthly fee of the Plan with the preferential price will apply automatically from the first day of the month following the conclusion of the respective product agreement.
4. The Bank debits the monthly fee of the Plan from the account of the Client specified in the application once a month for the current month, within the first ten days of the same month.
5. When first selected, the date of entry into force of the Plan can be the date of submitting the application or the 1st day of the month, following submission of the application. If, when first selected, the Plan enters into force later than the 1st day of the calendar month, the monthly fee of the Plan must be paid in full for the month, when the Plan entered into force. The Bank shall debit the fee from the client's account on the next day, after the Plan entered into force.
6. The Plan may be changed, the current account specified in the application for debiting the monthly fee changed, or a new Plan selected upon termination of an applicable Plan only by submitting a new application.
7. Switching of the Plan and re-selecting of a Plan upon termination of the Plan shall enter into force from the 1st day of the calendar month, following submission of the respective application.
8. In case of switching the Plan, the previous Plan shall be deemed automatically invalid as of the date of entry into force of the new Plan (p. 7).
9. The client cannot change the Plan for other Plans, offered by the Bank, if the client has debts owed to the Bank, arising from the Plan.
10. If the current account, specified in the client's application, does not have sufficient funds at the time of debiting the monthly fee of the Plan, the Bank shall be entitled to debit the payable amounts from other accounts of the client at the Bank. Upon need, the Bank has the right to convert the necessary sum from another currency, available in the client's account(s).
11. When first selected, the client has the right to offer the benefits, determined by the Bank, to three private clients as maximum. The list of benefits is provided on the Bank's homepage at [www.seb.ee](http://www.seb.ee) and is available also in the branches.
  - 11.1 In order to make the benefits available to a private person, the client shall submit an application either via Internet Bank or a branch, indicating in the application the names and personal ID codes of such persons. The personal ID code must meet the personal ID code standard applicable in Estonia. By presenting the above data, the client confirms:
    - 11.1.1 that the above persons have given their consent to forwarding their personal data to the Bank with the purpose of processing their personal data in order to apply the personal benefits made available by the business client;
    - 11.1.2 to agree with disclosing the name of the business client offering the benefits to the private individuals indicated in the application.
12. The Plan ends:
  - 12.1 on the client's initiative, by submitting the Bank a respective application on the form as established by the Bank. The Plan ends on the day as indicated in the client's application or on the last day of the calendar month of submitting the application. If the Plan ends in the middle of a month, the Bank shall not refund the monthly fee paid by the client for the respective month.
  - 12.2 On the Bank's initiative:
    - 12.2.1 if the client owes the Bank monthly fees, which total at least two monthly fees, the Bank shall end the Plan on the day, when the limit is filled, without notifying the client separately hereof.
    - 12.2.2 upon regular termination of the Agreement, notifying the Client of the termination of the Plan at least one month in advance in the manner specified in the general terms and conditions of the Bank;
    - 12.2.3 upon extraordinary termination of the Agreement on the basis of and pursuant to the procedure provided for in the general terms and conditions of the Bank.
13. As of the moment of terminating the Plan, the general price list of the Bank shall apply to the client, unless otherwise agreed between the Bank and by the client.
14. The Bank has the right to change the conditions of the Plan, including the set of products/services included in the Plan and the prices, informing the client hereof pursuant to procedure as stipulated in the Bank's general terms and conditions.
15. The general terms and conditions of the Bank, the terms and conditions of current account agreements, the terms of settlement, the SEB Plan's terms and conditions, and the international debit card agreement's terms and conditions also apply to the relations between the Client and the Bank