

TERMS AND CONDITIONS OF OPERATING DEPOSIT AGREEMENT

Valid from 22.05.2010

1. GENERAL PROVISIONS

1.1 An operating deposit agreement (hereinafter the Agreement) is the agreement made between AS SEB Pank (hereinafter the Bank) and a private person or legal entity (hereinafter the Depositor) according to which the Depositor deposits a certain amount of money (hereinafter the Deposit Amount) in an account opened in the Bank for this purpose (hereinafter the Operating Deposit) and the Bank shall calculate and pay interest on the Deposit Amount and allow the Depositor to use the Operating Deposit pursuant to the terms and conditions of the Agreement.

1.2 The deposited currencies, the interest rates according to currencies, the minimum amounts in the case of the first payment, automatic depositing and interest payment, as well as the service charges associated with Agreement management, etc., shall be established and amended by the Bank. The Depositor can obtain information about the above from the branches and the website of the Bank at www.seb.ee.

1.3 A precondition for the conclusion of the Agreement is existence of a current account of the Depositor at the Bank.

1.4 The Agreement shall enter into force and calculation of interest shall start from the day the first payment is received in the Operating Deposit.

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 OPERATING DEPOSIT AGREEMENT

2.1 Payments in the Operating Deposit

2.1.1 When opening the Operating Deposit, the Depositor must pay the first payment in the Operating Deposit that is at least equal to the minimum amount defined by the Bank.

2.1.2 The Depositor can make additional payments in the Operating Deposit at the time and in the amounts selected by the Depositor either in cash or by transfer.

2.2 Automatic Depositing

2.2.1 The Depositor can establish a deposit limit on the cu120

2.2.2 rent account in the Bank that is tied to the Operating Deposit (hereinafter the Tied Account). Any amounts that exceed the deposit limit by the amount defined by the Bank shall be automatically transferred by the Bank in the Operating Deposit on every calendar day (hereinafter Automatic Depositing).

2.2.3 Automatic Depositing transfers are made by the Bank at the end of every calendar day.

2.2.4 The Depositor can tie several Operating Deposits to one current account. In such a case, Automatic Depositing can be established for one Operating Deposit only.

2.3 Payouts from the Operating Deposit

2.3.1 The Depositor can make payouts from the Operating Deposit, unless otherwise agreed in the Agreement. Payouts can be made to the extent of the Deposit Amount.

2.3.2 The Bank makes the payout to the Tied Account on the basis of the instruction submitted by the Depositor.

2.3.3 The Bank makes the payout to the Tied Account on the third working day after receipt of the instruction, unless a later date has been agreed on with the Depositor. If the date of the payout falls on a day that is not a working day, the bank will make the transfer on the working day following this day.

2.3.4 The Bank has the right to offer the Depositor the option to make payouts from the Operating Deposit on the day the payout instruction is given for the service charge established in the price list of the Bank.

2.3.5 The payout will be made only if the Deposit Amount on the day of the payment is larger than or equal to the amount of the payout instruction plus the service charge according to the price list. The Bank shall not make partial payouts and it shall not notify the Depositor of the payout not being made.

2.3.6 Making a payout to the Tied Account shall terminate the Automatic Depositing specified in Clause 2.2. The Depositor must submit the relevant application to the Bank in order to resume Automatic Depositing.

2.4 Interest

2.4.1 The Bank shall calculate interest on the Operating Deposit on a daily basis according to the interest rate established by the Bank for the Operating Deposit. The deposit period of the Deposit Amount shall be a calendar day. The interest shall be calculated from the day of the first payment in the Operating Deposit up to the day of termination of the Agreement (exclusive).

2.4.1.1 The interest rate of the Operating Deposit is variable. The Bank shall quote the interest rate of the Operating Deposit on every working day proceeding from the general interest rate of the relevant currency on the money market.

2.4.1.2 The daily interest rate quotes of the Operating Deposit shall be published in the Internet Bank and on the website of the Bank at www.seb.ee. The Depositor shall receive no separate notification regarding the interest rate valid.

2.4.1.3 The Bank shall calculate the interest on the basis of a 360-day year, the actual number of days in a month and the interest rate.

2.4.2 The Bank shall pay interest to the Depositor once a month. The monthly period shall be calculated from the day the Agreement enters into force. The Bank shall pay out the interest provided that the interest earned is higher than the minimum amount specified by the Bank. The Bank shall transfer the interest to be paid out to the Tied Account or add it to the Deposit Amount as specified in the Agreement.

2.5 Service Charges

2.5.1 The Depositor shall pay the Bank service charges for Automatic Depositing and for the payouts made from the Operating Deposit as specified in the price list of the Bank.

2.5.2 The Bank has the right to debit the service charges from the Depositor's current account.

2.6 Statements

2.6.1 The Bank shall keep account of all changes in the Deposit Amount and all other transactions arising from the Agreement.

2.6.2 The Depositor can obtain information about the balance of their Operating Deposit and the transactions performed on demand from branches of the Bank and through the Internet Bank. If the Depositor has no valid Internet Bank agreement, they shall be entitled to get, upon request, from a branch, once in a calendar year free of charge an account statement concerning the transactions related to the Operating Account in that calendar year.

3. TERM AND TERMINATION OF THE OPERATING DEPOSIT AGREEMENT

3.1 The Operating Deposit Agreement is entered into indefinitely. Paying out the entire Deposit Amount pursuant to Clause 2.3 of the Agreement shall not terminate the Agreement.

3.2 The Depositor has the right to cancel the Agreement at any time by submitting the relevant application to the Bank.

3.2.1 If the balance of the Operating Deposit is zero, the Bank shall terminate the Agreement on the date specified in the Depositor's application.

3.2.2 If there is money in the Operating Deposit, the Bank shall satisfy the application after 3 (three) working days of receipt of the application, unless a later date has been specified in the application, by transferring the Deposit Amount to the Tied Account or to the current account in the Bank specified in the Depositor's application. The Agreement shall expire on the day the payout is made.

3.2.3 The Bank has the right to offer the Depositor the option to terminate the Agreement on the day the application is submitted and to make payouts from the Operating Deposit on the same working day for the service charge established in the price list of the Bank.

3.3 The Bank shall have the right of ordinary cancellation of the Agreement by giving the Depositor who is a consumer 2 months' advance notice thereof and all other Depositors 1 month's advance notice according to the procedure laid down in the General Terms and Conditions.

3.4 The Bank shall have the right of extraordinary cancellation of the Agreement on the basis arising from law or the General Terms and Conditions of the Bank.

4. AMENDMENT OF THE OPERATING DEPOSIT AGREEMENT

4.1 The Depositor can amend the deposit limit and add or terminate Automatic Depositing to the Operating Deposit during the term of the Agreement. Amendments shall enter into force from the day they are made.

4.2 The Bank shall have the right to amend the terms and conditions of the Agreement unilaterally by giving the Depositor notice of the amendments before entry into force thereof by the deadlines and according to the procedure laid down in the General Terms and Conditions. If the Depositor has not cancelled the Agreement within the term of advance notice, it shall be deemed that they consent to the amendments. The Depositor has the right to terminate the Agreement on the basis of Clause 3.2 if they do not consent to the amendments.