

## TERMS AND CONDITIONS OF THE CROSS-BORDER STANDING PAYMENT ORDER CONTRACT

Valid from 22.05.2010

### 1. SUBJECT OF THE CONTRACT

1.1 Cross-border standing order is the Client's instruction (hereinafter the Order) to AS SEB Pank (hereinafter the Bank) for regular payments from the Client's current account (hereinafter the Account) to the beneficiary in a foreign country, determined by the Client, on a fixed date and in a fixed amount.

### 2. PAYMENTS

2.1 The Bank will make a transfer, on the date determined by the Client (hereinafter the Payment Date), on the basis of the cross-border standing order contract (hereinafter the Contract) in accordance with the terms and conditions of settlement established by the Bank. The terms and conditions of settlement of the Bank are available at the bank offices, and on the web page of the Bank at [www.seb.ee](http://www.seb.ee).

2.2 The Client must guarantee the availability of the necessary amount on the Account for effecting the payment on the Payment Date.

2.3 If the amount of payment and commission fee amount exceed the amount, available on the Client's account on the Payment Date, the Bank will check the Client's Account within two calendar days after the Payment Date. If the amount on the Client's Account is insufficient for fulfilling the Order during this term, the Bank will not effect the payment.

2.4 If there are several orders for the Client's Account with the same Payment Date and the amount of funds on the Account is insufficient for fulfilling all Orders, the Bank will decide the order of execution.

2.5 If the currency of the payment to be effected under the Contract differs from the currency of the Account, the Bank will use, upon conversion, the transfer sale rate of the corresponding currency valid at the Bank at the moment of debiting the Account.

2.6 In case of returned payments originated in a currency differing from the currency of the Client's Account, the Bank will use, upon conversion of the amount to the currency of the Account, the transfer purchase rate of the corresponding currency valid at the Bank at the moment of making the refund.

2.7 The seizure or blocking of the Client's Account arising from the law, the general terms and conditions of the Bank or the current account agreement concluded with the Bank will stop the payments.

2.8 The Client has the right to receive information on the payments from his account statement at the Internet bank and at a bank office.

2.9 Clients who are consumers must file a claim with the Bank concerning an unauthorised or incorrectly executed payment immediately after having learned hereof, however no later than within thirteen (13) months as of debiting the amount of payment from the Account. Clients who are not consumers shall file the claim at least within three (3) months as of the date of debiting the account.

2.10 The Bank will debit commission fees for the contractual payments from the Client's Account in accordance with the current price list of the Bank.

### 3. LIABILITY

3.1. The Bank shall be liable for timely and full execution of the Client's Order pursuant to procedure, established in the legislation, the Contract and the current account agreement, concluded between the Client and the Bank.

3.2 In addition to cases, provided in the conditions of Clause 3.1, the Bank shall not be held liable for failure to fulfil or inadequate fulfilment of the Client's Order, if this was caused by lack of sufficient amount on the Account.

3.3 The Client shall be responsible for the accuracy of information, serving as basis to the payments (beneficiary's name and account number or IBAN, beneficiary's bank, amount to be transferred, payment details, etc.). In case of contradictions between the BIC and postal address of the beneficiary's bank, the Bank will use the BIC of the beneficiary's bank.

### 4. VALIDITY, AMENDMENT AND TERMINATION OF THE CONTRACT

4.1 The Contract may be concluded without a term or for a specified term.

4.2 The Client is authorised to change the information of the payments effected under the Contract, by submitting the Bank a respective application.

4.3 The Bank is authorised to unilaterally make amendments to the terms and conditions of the Contract and the price list by notifying the Client in advance hereof pursuant to procedure and at times, as established in the in general terms and conditions of the Bank. If the Client finds the amendments unacceptable, he will be entitled to cancel the Contract in course of the introductory period, having previously fulfilled all his contractual obligations.

If the Client has not cancelled the Contract within this term, it shall be considered that the Client has agreed to the amendments.

4.4 The Client is authorised to cancel the Contract at any time.

4.5 The Bank has the right of ordinary cancellation of the Contract, by informing the Client, who is a consumer, pursuant to procedure as stipulated in the general terms and conditions at least two (2) months in advance and other clients at least one (1) month in advance hereof.

4.6 The Contract will end automatically, if three consecutive payments have failed due to lack of sufficient amount, seizure and/or blocking of the Account. In addition to the above, the Contract will also end when the current account agreement of the Client has expired.

4.7 All relations between the Bank and the Client, which are not regulated in the Agreement, shall be governed by the general terms and conditions of the Bank, the Bank's terms and conditions of settlement, current account agreement concluded between the Client and the Bank and the price list.

### INSTRUCTIONS FOR FILLING IN THE CROSS-BORDER STANDING ORDER FORM

Please fill in the Order form in typing or capital letters. The information written in the Order form shall be forwarded unchanged to the beneficiary's bank or the payment intermediary. Therefore, please fill in the Order form in English, and be as accurate as possible.

#### INFORMATION ON THE REMITTER

**Name/company** – first and last name/full name

**Account No and currency** – remitter's current account number and account currency to be used for the payments.

#### INFORMATION ON THE BENEFICIARY

**Name/company** – first and last name/full name.

**Account No** – beneficiary's account number at the beneficiary's bank.

**IBAN (International Bank Account Number)** – beneficiary's account number at the beneficiary's bank, corresponding to the IBAN standard. The first two characters of IBAN always constitute the ISO code (e.g. FI – Finland, SE – Sweden, etc.). Prefer IBAN.

**Address** – exact address of the beneficiary.

**Name, address and BIC or clearing code of the beneficiary's bank** – exact name (unabbreviated) and address (at least the country and city, where the bank is located) of the beneficiary's bank, as well as additional information – ABA (USA), Sort Code (UK). Upon concluding the Contract for effecting cross-border standing orders to CIS countries, please consult the client service provider to determine all the statutory requisites and their order of sequence.

**Name, address and BIC or clearing code of the correspondent bank of the beneficiary's bank** – BIC, exact name (unabbreviated) and address (at least the country and city, where the bank is located) of the correspondent bank of the beneficiary's bank, as well as additional information. The correspondent bank is necessary if the payment is transferred to a country, the official currency of which does not correspond to the currency of the transfer (e.g. payments to a client in Germany, denominated in US dollars).

1.1

Supervisory agency: Financial Supervision Authority  
Sakala 4  
TALLINN 15030  
Estonia  
tel 372 66 80 500  
e-mail [info@fi.ee](mailto:info@fi.ee)

AS SEB Pank  
Tornimäe 2  
TALLINN 15010  
Estonia  
tel 372 66 55 100  
e-mail [info@seb.ee](mailto:info@seb.ee)

**Details** (for the beneficiary) – brief explanation about the payments, which will be forwarded unchanged (untranslated).

**Currency** – symbol of the currency used for the payment.

**Amount** – amount of payment in numbers.

**Intra-group** – will be entered, if the beneficiary and remitter belong to the same group of undertakings.

**Amount in words** – amount of the payment in words. If the amount in numbers and the amount in words are different, the amount in words shall be considered as the accurate one.

**Bank charges to** – determine whether the bank and/or foreign bank charges will be paid by the remitter or whether the charges will be shared:

- Remitter – bank charges will be paid by the remitter in addition to the amount of payment – “without charges to the beneficiary”;
- Shared – bank charges will be paid by the remitter and the charges of the foreign bank(s) will be paid by the beneficiary.

**Description of the payment in words and the corresponding balance of payments transaction code** – for payments, starting from EUR 50,000 or its equivalent in other currency.

**The standing payment order is effected once a** – tick off the respective box.

**First payment day** – date for starting the payments. This is also the date for starting calculation of the future periods; e.g. if payments are made once a quarter and the date of the first payment is set to November 5, further payments will be effected on February 5, May 5, August 5, etc.).

**Valid to** – the Client can fix the date for effecting the last payment (the date for the termination of the Contract). This box is filled in if the Client wishes to execute a cross-border standing order for a specified period. If this box is left empty, the Order will be without a term.

**Client's confirmation** – the Client must sign the Contract; in case of legal persons, the signatures (and seal) must correspond to the specimen signature card submitted to the Bank.

**The Bank's Confirmation** box will be filled in by the Bank.