

STANDARD TERMS AND CONDITIONS OF THE CREDIT CARD ACCOUNT AGREEMENT FOR BUSINESS CUSTOMERS

Applicable from 1 April 2018 for Danske Bank A/S Estonia branch and Danske Bank A/S Latvia branch and Danske Bank A/S Lithuania branch

1. GENERAL PROVISIONS

1.1. These Standard terms and conditions of the Credit Card Account Agreement set out the terms and conditions for holding a Card Account for the purpose of the Customer's use of a Credit Card with or without the possibility to utilise the Credit Limit in the Card Account.

1.2. The following definitions are used:

Account Conditions means the Standard terms and conditions of the current account agreement.

Account means the Customer's current account with the Bank, which is the servicing account for the Card Account. The Account is specified in the Special terms and conditions of the Agreement.

Agreement means the Credit Card Account Agreement, which contains the Special terms and conditions, the Customer confirmations and the Card Account Conditions. All amendments and annexes, if any, to the Agreement and the Depositor information sheet constitute an inseparable part of the Agreement. The Account Conditions, the Payment Conditions, the General Conditions and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

Card Account Conditions means these Standard terms and conditions of the Credit Card Account Agreement.

Card Account means the Customer's specific payment account with the Bank for the main purpose of servicing the Credit Cards, for which the Bank may have issued the Credit Limit.

Card Conditions means the Standard terms and conditions of the Payment Card Agreement.

Cardholder means a natural person who uses the Credit Card under a Payment Card Agreement entered into with the Customer. The Cardholder is a representative of the Customer and exercises the rights conferred to them by the Customer.

Collateral means security (e.g. a pledge, mortgage, surety and/or guarantee agreement) established or to be established for the benefit of the Bank in order to ensure the due performance of the Agreement by the Customer.

Credit Card means an electronic Payment instrument issued by the Bank pursuant to the Payment Card Agreement entered into with the Customer and linked to the Card Account, which allows the Cardholder to use the Customer's own funds held in the Card Account and the Credit Limit, if available for the Card Account, for the operations performed with the Credit Card.

Credit Limit means the maximum amount of funds to the extent of which the Customer has the right to utilise the renewable Credit granted by the Bank. The Credit Limit is established in the Special terms and conditions of the Agreement.

Credit means the utilised amount of the Credit Limit.

Customer means the person specified in the Special terms and conditions who has concluded the Agreement with the Bank.

Payment Card Agreement means the agreement concluded between the Customer and the Bank under which the Bank has issued the Credit Card to the Cardholder and under whose terms and conditions the Credit Card is used and operations are made.

Payment Claim means any amount payable by the Customer to the Bank. The Payment Claim may contain the repayable Credit, the amount exceeding available funds in the Card Account, fees, default interest and penalties as specified in the Agreement or in the Price List as well as any other claim arising out of or in connection with the Agreement or utilisation of the Credit Limit.

Payment Conditions means the Standard terms and conditions for provision of payment services.

Payment Date means the date on which the Customer must pay the amounts payable under the Agreement. The regular Payment Date of each calendar month is specified in the Special terms and conditions of the Agreement. The Payment Date may also be another date in accordance with the terms and conditions of the Agreement or a date specified in the Price List or notified to the Customer by the Bank. The other definitions used in the Card Account Conditions have the same meaning as that set out in the General Conditions and the Payment Conditions.

1.3. The Card Account may be used and disposed of with or without the Credit Limit. The availability of the Credit Limit is agreed and

stipulated in the Special terms and conditions of the Agreement. If the Agreement is concluded without a Credit Limit, the Agreement will not be considered a credit agreement and the clauses of this Agreement referring to the Credit Limit or the Credit do not apply.

1.4. This Agreement is not considered a basic payment service agreement. Acquisition of the Credit Card as an additional related service constitutes a mandatory conditions for conclusion of an Agreement.

2. CONCLUSION OF THE AGREEMENT

2.1. The Agreement shall be concluded at the Bank's place of Service or through electronic channels acceptable to the Bank. If the Agreement is to be concluded at the Bank's place of Service, each Party will be provided with a separate copy and all copies will have the same legal effect.

2.2. The Agreement shall come into force after the Parties have agreed to its terms and conditions by signing the front page(s) of the Agreement (includes details of the Parties, the Special terms and conditions of the Agreement and confirmations of the Customer).

2.3. The Bank shall open the Card Account and/or the Credit Limit for use within 2 (two) business days after the conclusion of the Agreement, but not before the Collateral specified in the Special terms and conditions of the Agreement has been established (if required) in a manner acceptable to the Bank, and all other conditions deriving from the Agreement or the General Conditions have been met by the Customer.

3. CARD ACCOUNT

3.1. The Bank opens a Card Account for the Customer under the Agreement. The number and currency of the Card Account are specified in the Special terms and conditions of the Agreement.

3.2. The Card Account is opened, used and disposed of according to the Account Conditions, unless the Agreement stipulates otherwise.

3.3. The Card Account can be used with the Credit Cards in particular, but also in another manner and through Banking channels accepted and made available by the Bank as the Customer's payment account.

3.4. The information about the use of the Card Account and Credit Limit, if available, can be obtained from the Card Account statement, which is available to the Customer pursuant to the Payment Conditions.

3.5. The Card Account may be used only in the currency specified in the Special terms and conditions of the Agreement. Amounts received in the Card Account in any other currency are converted into the currency of the Card Account on the basis of the exchange rate determined by the Bank.

3.6. The Card Account may be used only in relation to services or operations which are consistent with the possibility of using Credit Cards and the Credit Limit. The Bank has the right to restrict the services provided or enabled via the Card Account, including the use of the Card Account as a Customer's payment account in a manner other than by Credit Card.

3.7. No interest is calculated or paid on any positive balance in the Card Account.

3.8. The Card Account can be used only to the extent of the funds available in the Card Account, which consist of the amount of the Customer's own funds in the Card Account and any unutilised part of the Credit Limit. If the Customer disposes of the Card Account in an amount exceeding the available funds for whatever reason or manner, the Customer must repay such amount immediately to the Bank. If the amount is not repaid in full on the day the amount of available funds was exceeded, regardless of whether it was business day or not, the Customer must pay default interest on the unpaid excess amount pursuant to the terms and conditions for non-fulfilment of a Payment Claim specified in the Agreement.

3.9. The Bank is entitled to refuse to execute Payment orders in the Card Account and/or block the Card Account on grounds set out in the Agreement (including Clause 5.7) or grounds established in the

Account Conditions, the Payment Conditions and the General Conditions or the legislation applicable at the Place of Service.

3.10. The Bank shall not accept any Payment order, including a payment order issued using the Credit Card, in the blocked Card Account. The Bank shall unblock the Card Account without any unreasonable delay, but within 3 (three) business days after the grounds for blocking have been eliminated or withdrawn. The Bank may charge a fee for unblocking the Card Account.

3.11. Upon termination of the Agreement, the Card Account may be used only for the performance of the obligations (including payment of debt) arising out of or in connection with the Agreement or other agreements concluded with the Bank. If the Agreement expires, the Bank is entitled unilaterally and immediately to terminate all of the services, including relevant agreements, related to or provided via the Card Account, including the Credit Cards, without any advance notice, additional agreements or requests from or consent of the Customer.

3.12. The Bank has the right to close the Card Account at any time after the expiry of the Agreement without any additional advance notice, agreements or requests from or consent of the Customer. The Bank shall transfer the Customer's own funds held in the Card Account to the Account after full payment of all Payment Claims and then close the Card Account.

3.13. The Bank is entitled to debit from the Card Account all debts, fees, default interest, penalties and payments, including all claims towards the Customer, arising out of or in connection with any agreement concluded with the Customer.

4. PAYMENT CLAIM

4.1. The Bank shall submit a statement to the Customer on the 5th (fifth) day of every calendar month, which set out the Payment Claim of the previous calendar month, which must be paid on the Payment Date of the current calendar month. Any failure to receive such statement of the Payment Claim does not release the Customer from the obligation to pay the Payment Claim. The Customer receives the Payment Claim and can obtain information on the utilisation of the Credit Limit, if available, in the Danske eBank.

4.2. If the Customer fails to pay the Payment Claim on the Payment Date, the Bank calculates default interest on the unpaid amount and blocks the Card Account at the end of the calendar month until the date when the Customer pays the debt under the Agreement.

4.3. The Customer is obliged to pay to the Bank default interest on any amount not paid by the Payment Date for each delayed day at the rate specified in the Price List. The Bank must calculate default interest on the basis of a 360-day year and for the actual number of delayed days of the outstanding amount. The calculation of default interest begins on the day following the due date of the relevant payment and ends when the Customer pays the debt in full. The default interest must be paid on the Payment Date following the calendar month in which the default interest arose.

4.4. The Bank may debit all Payment Claims on the respective Payment Date from the Account in the first place, the Card Account and consequently other Customer accounts with the Bank. The Customer must ensure sufficient amounts in the accounts in the agreed currency for paying the Payment Claim. If the funds in the Customer accounts are insufficient to pay the Payment Claim on the Payment Date, the Customer is deemed to have failed to fulfil its payment obligation on time.

4.5. The Bank is entitled to debit the unpaid Payment Claim from any Customer accounts with the Bank at any time after the Payment Date or deduct it from amounts received by the Customer. If the funds in the Customer accounts in the agreed currency are insufficient, but funds are sufficient in another currency, the Bank has the right to convert such funds to the extent necessary for the payment of the Payment Claim at the exchange rate established by the Bank and then debit the amount necessary for payment from the account. The Bank will have these rights also after termination of the Agreement.

4.6. The Bank shall satisfy the Payment Claims due in the order deriving from the legislation applicable at the Place of Service. The Bank, at his sole discretion, is entitled to satisfy the payments in a different order without losing the right to demand any payment to be made.

4.7. Payment of fees, default interest, penalties or fines must not exempt the Customer from payment obligations arising out of or in connection with the Agreement or fulfilment of other contractual obligations.

4.8. All payments by the Customer must be made without set-off or counterclaim and without any deduction whatsoever.

4.9. If the Payment Date is not a business day, the actual Payment Date will be the first business day following the respective Payment Date. This does not apply to the Customer's obligation to repay the amount exceeding the funds available in the Card Account on the day the amount of available funds was exceeded.

5. THE TERMS AND CONDITIONS OF UTILISATION AND REPAYMENT OF CREDIT LIMIT

5.1. The Credit Limit is available to the Customer only if the Bank and the Customer have separately agreed on the Credit Limit and the Credit Limit and its amount are established in the Special terms and conditions of the Agreement.

5.2. The Credit Limit is a renewable and reusable credit, which can be used in the Card Account. The Credit Limit is renewed and reusable if the Credit is repaid.

5.3. The Credit Limit can be used with the Credit Cards in particular, but also by using the Card Account for the Payment transactions in other ways provided and accepted by the Bank. The Credit Limit shall be used for the execution of Payment transactions (including Credit Card operations) if the amount of the Customer's own funds in the Card Account is insufficient.

5.4. The Credit is deemed to be utilised from the date (inclusively) when the Payment transaction (including Credit Card operation) is performed using the Credit Limit.

5.5. The Customer has a right to utilise the Credit only to the extent of the Credit Limit. The Credit Limit amount is set out in the Agreement and is set as the total acceptable sum (the lump sum) of Credit utilised simultaneously in the Card Account.

5.6. The Customer has no right to exceed the Credit Limit at any time and the exceeded Credit Limit must be repaid immediately.

5.7. The Bank has a right to suspend the use of the Credit Limit and block the Card Account immediately if:

5.7.1. the Customer or any provider of Collateral does not perform its obligations arising out of or in connection with the Agreement or Collateral agreement (if any) or if the Customer or Cardholder fails to fulfil the obligations set out in the Card Conditions;

5.7.2. the Customer fails to repay any debt or fulfil other obligations arising out of or in connection with other agreement concluded with the Bank on the due date;

5.7.3. the Customer's account with the Bank is blocked or seized;

5.7.4. a significantly increased risk exists that the Customer may default and/or lack the funds to fulfil the obligation to pay.

5.8. The Customer is liable for all liabilities and arrears arising from the utilisation of Credit Limit. The Customer is obliged to pay to the Bank all sums, including utilised Credit amounts, amounts exceeding the Credit Limit, fees, default interest and penalties as specified in the Agreement or in the Price List, and any other claims towards the Customer arising out of or in connection with the Agreement or utilised Credit Limit, including any use contrary to the conditions of the Agreement.

5.9. On the last day of every calendar month, the Bank determines the utilised Credit. The Customer must repay the determined amount of Credit on or before the next Payment Date pursuant to the terms and conditions of the Payment Claim specified in the Agreement. All funds received in the Card Account before the Payment Date will reduce the payable Credit amount.

6. OTHER OBLIGATIONS OF THE CUSTOMER

6.1. During the availability of the Credit Limit, the Customer undertakes to:

6.1.1. immediately notify the Bank of any changes in the financial conditions or any other circumstances that might affect the Customer's ability to fulfil its obligations to the Bank under this Agreement or under any other agreement with the Bank;

6.1.2. submit to the Bank any documents and information related to the utilisation and repayment of the Credit Limit required by the Bank;

6.1.3. submit, within 6 (six) months after the end of every financial year, to the Bank duly approved annual financial statements for the previous financial year. The financial statements must be audited if the auditing obligation derives from the legislation applicable at the Place of Service. The Bank is entitled to require additional documents and reports defining the Customer's ability to pay, and the Customer is obligated to prepare and submit required financial reporting to the

Bank in a manner ensuring a precise, correct and sufficient overview of the Customer's assets, liabilities, revenues and costs;

6.1.4. immediately notify the Bank of any change in the ownership or participants or membership structure of the Customer exceeding 10% of the shares or ownership or actual control (including direct and indirect control) of the Customer.

6.2. The Customer warrants that the Customer has provided and undertakes to provide the Bank with complete and correct information, documents and Customer data and undertakes to notify the Bank immediately of any significant change or amendments to information, documents or Customer data.

6.3. The Customer is obliged to conclude, at its own expense, the Collateral agreement(s) on the terms required by the Bank if the Collateral requirement is specified in the Special terms and conditions of the Agreement. The Customer undertakes to ensure the maintenance of Collateral of at least the same value as at the time of conclusion of the Collateral agreement. In case the amount of Collateral decreases or for any other reason is insufficient to secure the obligations of the Customer, the Customer is obliged to provide other/additional Collateral acceptable to the Bank.

6.4. The Customer undertakes to repay the expenses and indemnify the Bank for all damages incurred by the Bank due to the failure of the Customer or Cardholders, including all taxes, fees, expenses for lawyers, consultants, appraisers, litigation and other court expenses, costs of execution and other costs related to the collection of debts.

7. FEES PAYABLE

7.1. The Customer must pay the fees set out in the Agreement and in the Price List to the Bank for the use of the Card Account and Credit Limit and for the services provided by the Bank, in favour of the Bank or through the Bank.

7.2. Any and all fees under the Agreement, including fees for Payment transactions and all fees and expenses related to the Credit Card, may be debited by the Bank from the Account in the first place, the Card Account or other Customer accounts with the Bank on the date the corresponding transaction or operation is carried out, the Payment Date or any other date stipulated in the Agreement or in the Price List. The Bank may also debit the fees on a date set by the Bank, which is different from the date set out above.

7.3. All the fees for the use of the Card Account, including the Payment transactions made, operations performed using the Credit Cards or services provided to the Customer or Cardholders, may be debited from the Card Account under the Credit Limit (if available).

7.4. The fees paid are not to be returned to the Customer even if the Agreement was terminated in the middle of the period for which a fee has been paid.

7.5. The Customer undertakes to pay the Agreement fee for the conclusion of the Agreement and for any annex or supplement agreement in the amount stipulated in the Agreement or in the Price List. The respective fee is payable to the Bank at the time of signing of the Agreement or annex to it.

7.6. The Customer undertakes to pay the fee for the granted Credit Limit (Credit Limit servicing fee) at the annual rate stipulated in the Special terms and conditions of the Agreement or in the Price List. The Credit Limit servicing fee is payable once a year from the conclusion of the Agreement until the expiry of the Agreement for the previous year and must be calculated on the basis of the amount of the Credit Limit. The Credit Limit servicing fee is payable on the next Payment Date following the end of the relevant year or on the last day of the term of the Agreement. The Bank calculates the Credit Limit servicing fee on the basis of a 360-day year and for the actual number of days.

8. AMENDMENTS TO THE AGREEMENT

8.1. The changing of the Credit Limit:

8.1.1. The Customer may apply for establishment of the Credit Limit or for changes in the Credit Limit pursuant to the procedures laid down by the Bank. The Bank is entitled to refuse to establish or change the Credit Limit without stating the reasons for such refusal.

8.1.2. The Bank has the right to unilaterally reduce the Credit Limit by notifying the Customer of the changes in the Credit Limit at least 2 (two) months in advance.

8.2. The Bank is entitled unilaterally without any agreement between the Parties to amend the Card Account Conditions by notifying the Customer of any amendments at least 2 (two) months or 60 (sixty)

days (depending on which period is longer) prior to the entry in force of such amendments according to the procedure established in the General Conditions. The applicable Account Conditions, the Payment Conditions and the Price List may be amended according to the procedure established in the relevant Account Conditions, the Payment Conditions and the General Conditions.

8.3. If the Customer does not agree to the amendments, the Customer is entitled to cancel the Agreement by notifying the Bank immediately or before the respective amendments take effect pursuant to the General Conditions and fulfilling all the Customer's obligations arising out of or in connection with the Agreement.

8.4. If the Customer does not exercise the right to cancel the Agreement, the Customer will be deemed to have accepted the amendments made and declared that the Customer has no subsequent claims against the Bank in respect of the amendments to the Agreement, the Account Conditions the Payment Conditions or the Price List.

8.5. The Bank has the right unilaterally and repeatedly to renew the Agreement and utilisation of the Credit Limit for each of the following periods stipulated in the Special terms and conditions of the Agreement under the terms and conditions established in the Agreement and the Price List at the time of the renewal of the Agreement. The Bank must notify the Customer of the renewal of the Agreement 2 (two) months in advance. If the Customer does not wish to renew the Agreement in accordance with the above-mentioned procedure and conditions, the Customer must notify the Bank thereof at least 1 (one) month in advance in writing before the expiry of the Agreement, and, in such case, the Agreement will expire at the end of the original term. If the Customer fails to notify the Bank, the Customer will be deemed to have agreed to the renewal and the Agreement is renewed (without a separate annex for amendment being prepared) and the Customer undertakes to perform the Agreement in accordance with the amended conditions.

9. TERMINATION OF THE AGREEMENT

9.1. The term of the Agreement is stipulated in the Special terms and conditions of the Agreement.

9.2. The Agreement terminates:

9.2.1. on the expiry date of the Agreement, if the term of the Agreement is set;

9.2.2. when the Account agreement entered into between the Bank and the Customer has terminated;

9.2.3. if the Parties terminate the Agreement prior to expiry.

9.3. The Parties may terminate the Agreement at any time subject to agreement between the Parties.

9.4. The Bank is entitled to terminate the Agreement unilaterally and immediately without any advance notice in the following cases:

9.4.1. in case of fundamental non-performance by the Customer of any contractual obligation arising out of or in connection with the Agreement, the Payment Card Agreement or any other agreement concluded between the Parties, the General Conditions or in cases specified in the General Conditions or the legislation applicable at the Place of Service;

9.4.2. in case all the Credit Cards have expired or been closed for at least 3 (three) months;

9.4.3. in case of any circumstances whatsoever, which in the opinion of Bank, have a significant impact on the Customer's ability to fulfil its obligations under the Agreement or any other agreement concluded between the Parties;

9.4.4. in case the utilisation of the Credit Limit has been suspended or the Card Account blocked or seized for at least 1 (one) month and the grounds for suspension, blocking or seizure have not been eliminated by Customer;

9.4.5. in case the Customer has provided the Bank with false information.

9.5. If the Agreement is entered into for an indefinite period, the Bank may cancel the Agreement ordinarily, for whatever reason, by notifying the Customer of the termination at least 2 (two) months or 60 (sixty) days in advance (depending on which period is longer) in the manner set out in the General Conditions.

9.6. The Customer may cancel the Agreement unilaterally at any time by notifying the Bank at least 1 (one) month in advance in the manner set out in the General Conditions.

9.7. Upon expiry of the Agreement, the Customer must pay all Payment Claims to the Bank as follows:

9.7.1. If the Agreement expires on the expiry date, the Payment Claims must be paid until the next Payment Date following the end of Agreement.

9.7.2. If the Agreement is terminated due to non-fulfilment of the obligations by the Customer, the Payment Claims must be paid in full on or before the last day of validity of the Agreement.

9.7.3. If the Customer terminates the Agreement unilaterally or the Agreement is terminated subject to agreement between the Parties, the Payment Claims must be paid in full on or before the last day of validity of the Agreement.

9.8. If information about the utilisation of the Credit Limit during the term of the Agreement is received by the Bank from a Third Person after the termination of the Agreement, the Customer must pay all debts arising due to such utilisation within the period and on the terms stipulated by the Bank.

10. FINAL PROVISIONS

10.1. The Agreement concluded using electronic channels acceptable to the Bank (e.g. via Danske eBank) as well as all the amendments thereto and/or any notices provided by any Party using electronic channels acceptable to the Bank (e.g. via Danske eBank) will have the same legal effect as the Agreements concluded at the Bank's place of Service and/or handed over personally.

10.2. The Bank processes the Customer's personal data according to the principles set out in the General Conditions.

10.3. By signing this Agreement, the Customer grants the Bank the right to disclose information about the Agreement and/or any unpaid amounts pursuant to the Agreement for disclosure thereof in the credit registers or in the payment default register(s).

10.4. The Bank is entitled to assign or otherwise transfer any claim or rights arising out of or in connection with the Agreement against the Customer to any Third Persons without the consent of the Customer.

10.5. The Customer is not entitled to disclose the provisions of the Agreement and other related information to Third Persons unless otherwise set out in the legislation applicable at the Place of Service. The Customer is not entitled to assign its rights and obligations arising out of or in connection with the Agreement to any Third Person.

10.6. The Account Conditions, the Card Conditions, the Payment Conditions, the Price List, the General Conditions and the legislation applicable at the Place of Service apply to any issues not regulated by the Agreement.

10.7. If the General Conditions are in conflict with the Agreement, the Agreement prevails. If the Card Account Conditions are in conflict with the Special terms and conditions of the Agreement, the Special terms and conditions of the Agreement prevail. If the Card Account Conditions are in conflict with the Account Conditions, the Payment Conditions or the Card Conditions, the Card Account Conditions prevail.

10.8. All disputes arising out of or in connection with the Agreement shall be settled according to the General Conditions.

10.9. The Agreement is governed by and construed in accordance with the legislation applicable at the Place of Service.

11. SPECIAL CONDITIONS APPLICABLE TO THE PLACE OF SERVICE ALONE

11.1. The following special conditions apply to the services in Estonia for the Customers of Danske Bank A/S Estonia branch who concluded the Credit Card Limit Agreement with Danske Bank A/S Estonia branch prior to 1 April 2018:

11.1.1 The Payment Date is the 15th (fifteenth) calendar day of every calendar month.

11.1.2 The term of the Agreement is 2 [two] years from the entry into force of these Card Account Conditions unless otherwise agreed in the annex to the Agreement concluded with the Customer.

11.1.3 The different use of the Card Account as with a Credit Card, including the use as a Customer's payment account, the possibility of holding and using the Customer's own funds in the Card Account, is restricted until the Customer's respective declaration of intention has been provided or the annex to the Agreement has been prepared.