

STANDARD TERMS AND CONDITIONS OF THE AUTOMATED CASH CONCENTRATION AGREEMENT

Applicable at the Danske Bank A/S Estonia branch, Danske Bank A/S Latvia branch and Danske Bank A/S Lithuania branch from 1 April 2018

1. GENERAL PROVISIONS

1.1. The Standard terms and conditions of the Automated cash concentration agreement set out the terms and conditions of the account monitoring and balancing service (including exchange of information, use of the account) according to the principles specified by the Customer in the Special terms and conditions of the Agreement. By signing this Agreement, the Customer issues the irrevocable multiple order to the Bank to initiate the Requests for transfer or execute the payment transactions specified in the Agreement and confirms that all transactions executed by the Bank according to the Agreement are authorised by the Customer.

1.2. The following definitions are used:

ACC Conditions means these Standard terms and conditions of the Agreement.

Account means the account opened with the Bank in the name of the Customer and specified in the Agreement.

Additional account means the account opened with the Bank in the name of the Customer and specified in the Agreement and used for the relevant transactions stated in the Agreement instead of the Account.

Agreement means the Automated cash concentration agreement, which contains the Special terms and conditions of the Agreement, the Customer's confirmations and the ACC Conditions. All amendments and annexes, if any, to the Agreement constitute an inseparable part of the Agreement. The General Conditions, the Standard terms and conditions for provision of payment services and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

Foreign bank means a payment service provider, indicated in the Agreement, which has joined the SWIFT network and to which the Bank is entitled to send Requests for transfer and from which the Bank receives Account statements and Transaction reports.

Foreign bank account means the account opened with the Foreign bank and specified in the Agreement.

Foreign bank additional account means the account opened with the Foreign bank specified in the Agreement and used for the relevant transactions stated in the Agreement instead of the Foreign bank account.

General Conditions mean the General Terms and Conditions of the Bank, which set out the general principles and the procedure for communicating with and serving customers as well as the general terms and conditions for conducting transactions between the Bank and the customers.

Main account means the account specified in the Special terms and conditions of the Agreement whose balance is monitored and maintained according to the principles set out in the Agreement.

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

The other definitions used in the ACC Conditions have the same meaning as set out in the General Conditions, the Payment Conditions and the Standard terms and conditions of the agreement on foreign account management via Danske eBank.

2. CONCLUSION OF THE AGREEMENT

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

2.2. In order to conclude the Agreement the Customer must conclude with Bank the Agreement on foreign account management via Danske eBank, as the exchange of information needed for provision of the services under the Agreement is based on this agreement.

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

2.4. The Bank will begin to provide services under the Agreement from the date specified as the Term of the Agreement starting date in the Special terms and conditions of the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Customer must specify in the Special terms and conditions of the Agreement all data and requisites required by the Bank. The Customer is responsible for correctness and propriety of the data specified in the Agreement.

3.2. Based on evaluation principles set by the Customer in the Agreement, the Bank evaluates the Main account balance at the checking time according to the schedule specified in Agreement.

3.3. The Bank executes payments or, in the name of the Customer, issues instruction(s) to the Foreign bank in order to achieve the Minimum/Maximum account balance in the Main account. The Main account must be chosen between the Account and Foreign bank account at the discretion of the Customer and indicated in the Special terms and conditions of the Agreement. The transactions under this Agreement are executed through the payment orders from the Account to the Foreign bank account or formation Requests for transfer and forwarding them to the Foreign bank, under which funds from Foreign bank account are to be transferred to the Account. If an additional account(s) are indicated in the Special terms and conditions of the Agreement, relevant transactions will be made through them.

3.4. If the Customer chooses the option of the Minimum account balance, the Bank executes payments, or in the name the Customer, issues instruction(s) to the Foreign bank only when the Main account balance is less than the Minimum account balance at the Main account's balance checking time on the day calculated by the Schedule. The Bank transfers or issues the instruction to transfer to the Main account the amount needed for achieving the Minimum account balance. One of the choices of the Minimum account balance is „Full balance“, which means that funds (in the relevant currency) held on the relevant account must be transferred to the Main account.

3.5. If the Customer chooses the option of the Maximum account balance the Bank executes payments or, in the name the Customer, issues instruction(s) to the Foreign bank only when the Main account balance exceeds the Maximum account balance at the Main account's balance checking time on the day calculated by the Schedule. In such case the amount exceeding the Maximum account balance should be transferred from the Main account to the relevant account specified in the Special terms and conditions of the Agreement.

3.6. If the Customer chooses both the Minimum account balance and the Maximum account balance, the value of the Minimum account balance indicated in the Special terms and conditions of the Agreement must be not bigger than the value of the Maximum account balance.

3.7. If the balance of the relevant account is not sufficient to achieve the Minimum/Maximum account balance of the Main account and execution of partial payments is specified in the Special terms and conditions of the Agreement, all funds from the relevant account will be transferred to the Main account.

3.8. If the Customer chooses „Yes“ for „Evaluation of reserved amounts in the Account“ and the Main account is the Account, the Bank calculates the Main account balance taking into account the amounts reserved or blocked in the Main account by the Bank under the Service agreement or General Conditions. If the Customer chooses „No“, the Bank excludes these reserved or blocked amounts from the calculation of the Main account balance.

3.9. The Customer must know the accounting and taxation requirements concerning the use of the services under the Agreement and is fully responsible for meeting these requirements.

3.10. The Bank is not responsible towards the Customer if attachment is levied against the Main account, the Foreign bank account or relevant additional accounts or the accounts are closed and execution or receipt of payments is not possible or the relevant account(s) balance is not sufficient for executing payments under the Agreement.

4. PAYABLE FEES

4.1. The Customer must pay fees in accordance with the Agreement and applicable Price List.

4.2. The Bank debits fees payable by the Customer without the Customer's additional instruction as set out below, unless otherwise agreed between the Parties:

4.2.1. The Agreement conclusion fee or Agreement amendment fee is debited from the Account at the latest on the next Business day after the conclusion or amendment of the Agreement;

4.2.2. The monthly administration fee (for the previous month) is debited from the Monthly fee account specified in the Special terms and conditions of the Agreement on the first day of the month;

4.2.3. Fees payable by the Customer for execution of payment transactions are debited after the transactions from the relevant account.

4.3. If the funds in the relevant account are insufficient to debit any fee under the Agreement, the Bank is entitled to debit amounts due under the Agreement from the Customer's other account(s) with the Bank.

4.4. If the Agreement is terminated during a calendar month, the Bank will debit from the Customer's account the monthly administration fee calculated on the basis of the actual number of days of validity of the Agreement.

5. AMENDMENTS TO THE AGREEMENT

5.1. The Bank is entitled unilaterally to amend the ACC Conditions by notifying the Customer of any amendments at least 1 (one) month in advance prior to the entry into force of such amendments according to the procedure set out in the General Conditions.

5.2. If the Customer does not agree to the amendments, the Customer is entitled to terminate the Agreement by notifying the Bank thereof at least 5 (five) Business days in advance in writing before the respective amendments take effect and upon fulfilment of all the Customer's obligations arising from the Agreement.

5.3. If the Customer does not exercise its right to terminate 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.

5.4. The Customer has the right to request amendment of the data presented by the Customer in the Special terms and conditions of the Agreement by notifying the Bank at least 2 (two) Business days in advance in the form and with the content required by the Bank. The Customer must pay to the Bank the amendment fee in accordance with the Price List.

6. EXPIRY AND TERMINATION OF THE AGREEMENT

6.1. The Agreement is entered into for a term indicated in the Special terms and conditions of the Agreement.

6.2. The Bank is entitled to terminate the Agreement unilaterally and immediately without any advance notice in the event of non-performance by the Customer of any contractual obligations arising out of the Agreement or the General Conditions, in the cases specified in the General Conditions or the cases specified in the legislation applicable at the Place of Service.

6.3. The Bank is entitled to terminate the Agreement ordinarily, irrespective of reason, by notifying the Customer at least 1 (one) month in advance in the manner set out in the General Conditions.

6.4. The Customer is entitled to terminate the Agreement by notifying the Bank at least 5 (five) Business days in advance in the manner set out in the General Conditions.

6.5. Upon termination of the Agreement, the Customer must perform all obligations towards the Bank under the Agreement no later than on the last day of validity of the Agreement.

6.6. The Agreement expires automatically without any advance notice if the Main account or the Foreign bank account is closed or the Agreement on foreign account management via Danske eBank concluded between the Customer and the Bank is terminated.

7. FINAL PROVISIONS

7.1. The Agreement concluded or the notices given using electronic channels acceptable to the Bank (e.g. via Danske eBank) as well as all the amendments thereto have the same legal effect as the agreements concluded at the Bank or notices given personally.

7.2. The Customer is not entitled to disclose the provisions of the Agreement and any other related information to Third Persons, with the exception of the cases stipulated in the legislation applicable at the

Place of Service. The Customer is not entitled to assign its rights and obligations under this Agreement to any Third Person.

7.3. The General Conditions, the Payment Conditions and the legislation applicable at the Place of Service apply to any matters not regulated by the Agreement. If the General Conditions or the Payment Conditions conflict with the Agreement, the Agreement prevails. If the ACC Conditions conflict with the Special terms and conditions of the Agreement, the Special terms and conditions of the Agreement prevail.

7.4. All disputes arising out of the Agreement must be settled according to the General Conditions.

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

8. SPECIAL CONDITIONS APPLICABLE TO THE PLACE OF SERVICE ALONE

8.1. As regards the Services in Lithuania, the following special condition applies:

8.1.1. These Standard terms and conditions of the automated cash concentration agreement replace the General parts of the Automated cash concentration agreements, which have been concluded with customers on or before 31 March, 2018.