

STANDARD TERMS AND CONDITIONS OF THE AGREEMENT ON ACCOUNT OPENED WITH DANSKE BANK MANAGEMENT VIA FOREIGN BANK

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

1. GENERAL PROVISIONS

1.1. The Standard terms and conditions of the Agreement on account opened with the Danske Bank via Foreign bank set out the terms and conditions of the account management (including exchanging of the information, using of the account) according to the principles specified in the Special terms and conditions of the Agreement. By signing this Agreement the Customer gives an irrevocable order to the Bank for the execution of transactions from the relevant account and confirm that all transactions executed according to the Agreement are authorised by the Customer.

1.2. The following definitions are used:

Account statement means a statement for the period stipulated in the Special terms and conditions of the Agreement of the Customer's account with the Bank that is forwarded by the Bank to the account owner/user with the Foreign bank.

Agreement means the Agreement on account opened with Danske Bank management via Foreign bank, which contains the Special terms and conditions of the Agreement, the Customer's confirmations and the Danske Account Management Conditions. All amendments and annexes, if any, to the Agreement constitute the inseparable part of the Agreement. The General Conditions, the Payment Conditions and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

Danske Account Management Conditions mean these Standard terms and conditions of the Agreement.

Danske Account means the account opened with the Bank in the name of the Customer and specified in 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 forward Account statements and Transaction reports and wherefrom the Bank is entitled to receive Requests for transfer.

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.

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

Request for transfer means an order that the Customer or the person authorised by it (e.g. user of the account opened with the Foreign bank) submits to the Bank via the Foreign bank requesting to initiate the transaction from the Customer's Danske Account.

SWIFT (Society for Worldwide Interbank Financial Telecommunication, www.swift.com) means worldwide communication channel which enables to exchange structured messages.

Transaction report means a report of the transactions executed in the Danske Account in current day and which is forwarded in accordance with periodicity stipulated in the Special terms and conditions of the Agreement by the Bank to the account owner/user with the Foreign Bank via the Foreign bank.

The other definitions used in the Danske Account Management Conditions have the same meaning as set out in the General Conditions or in the Payment Conditions.

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 and all copies will have the same legal effect.

2.2. The Agreement will come into force after the Parties have agreed its terms and conditions by signing of 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).

2.3. 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.

2.4. The Customer can use the services under this Agreement only in case if the Foreign bank provides the relevant services also.

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. Under the Agreement:

3.2.1. the Bank executes transactions under the Requests for transfers from submitted by the Foreign bank via SWIFT;

3.2.2. the Bank forwards Account statements and Transaction reports according to the conditions stated in the Agreement.

3.3. Following message types (MT) in accordance to SWIFT standards are used for transferring information between Bank and the Foreign bank: MT101- for Request for transfer; MT940- for Account statement; MT942- for interim Transaction report.

3.4. The information will be exchanged with the Foreign bank at the Customer's request and according to the instructions given by the Customer and therefore it is not considered as a disclosure of banking secret to Third Persons.

3.5. The Bank evaluates whether in the Danske Account has been any transactions between the checking times according to the schedule specified in the Agreement and provides services /submits Transaction report or Account statement/ selected by the Customer and indicated in the Agreement.

3.6. The Bank assumes that all Requests for transfer forwarded to the Bank via the Foreign bank in the name and on behalf of the Customer have been authorised by the Customer or by the person duly authorized by the Customer.

3.7. In the event of a contradiction in the data of the Request for transfer initiator (instructing party as indicated in the field 50L of MT101) or in the data of payer (the Customer; ordering customer as indicated in the field 50H of MT101) from the data indicated in the Agreement or in the Request for transfer, the Bank is entitled to omit the corresponding Request for transfer.

4. PAYABLE FEES

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

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

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

4.2.2. The monthly administration fee or other fees calculated in monthly basis (for the previous month), on the first day of the month;

4.2.3. Fees payable by the Customer for providing of other relevant services after the relevant transaction.

4.3. If the Agreement is terminated during the 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 Danske Account Management Conditions by notifying the Customer of amendments at least 1 (one) month in advance prior to the entry into force of such amendments according to the procedure established 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 the right to terminate the Agreement, the Customer will be deemed to have accepted the changes 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 ask to amend the data stipulated 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 Agreement amendment fee in accordance with the Price List.

6. EXPIRY AND TERMINATION OF THE AGREEMENT

6.1. The Agreement is entered into for a period indicated in the Special terms and conditions of the Agreement. The Agreement will be automatically prolonged for that period unless the terminating Party has not notified other Party at least 5 (five) Business days before the expiry of initial period.

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, 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 may terminate the Agreement ordinarily, irrespective of reason, by notifying the Customer at least 1 (one) month in the manner set out in the General Conditions.

6.4. The Customer may 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. The Agreement expires automatically without any advance notice if the Customer's Danske Account is closed.

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

6.7. The Customer must notify the Foreign bank of the termination or expiry of the Agreement.

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 in 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 issues not regulated by the Agreement. If the General Conditions or the Payment Conditions conflict with the Agreement, the Agreement prevails. If the Danske Account Management Conditions are in 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 Estonia, the following special condition applies:

8.1.1. To add to the clause 3.7. a sentence as follows: "If the data mentioned above is not correctly identified in the Agreement or is not matching with data presented in the SWIFT message presented under the Agreement the Bank is entitled to take the corresponding information from the first Request for transfer (MT101), submitted to the Bank after the conclusion of the Agreement and rely to this information."

8.1.2. The monthly administration fee (for the current month) and all fees payable by the Customer for executing of transactions under the Agreement in previous month will be paid and debited from the Customer's account on the fifth day of each month.

8.1.3. For customers of Danske Bank A/S Estonia branch who have concluded with the Danske Bank A/S Estonia branch an Agreement on the forwarding of statements of the customer's account with Danske Bank and transaction reports to the Foreign Bank and on the execution of customer requests for transfer forwarded to Danske Bank by the Foreign Bank prior to 1 April 2018, these Standard terms and conditions will apply and replace the general terms and conditions of this agreement.

In this case:

8.1.3.1. The definition "IBAN" is replaced by "Danske Account" as used in the Agreement.

8.1.3.2. These agreements where the applicable currencies were not determined, are after 1.04.2018 in force in the currencies the Danske Account is opened as of this date.

8.1.3.3. For these agreements where the information about the Request for transfer initiator (instructing party, as indicated in the field 50L of MT101) or in the data of payer (the Customer; ordering customer as indicated in the field 50H of MT101), is missing or not matching or contradicting, is the Bank entitled to take this data from MT101, that is received before 1.04.2018 and rely to this data.

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

8.2.1. These Standard terms and conditions are also applicable to the Customers which presented to the Bank Requests for statement MT940/MT942 sending service and/or Requests for executing of payment orders submitted via SWIFT message MT101 on or before 31 March, 2018.

8.3. As regards the Services in Latvia, the following special condition applies:

8.3.1. These Standard terms and conditions are also applicable to the Customers which presented to the Bank Request for reporting via SWIFT MT940 (customer statement message) and MT942 (interim transaction report) and/or Request for execution of payments submitted Via SWIFT MT101 on or before 31 March, 2018.