

# STANDARD TERMS AND CONDITIONS OF THE AGREEMENT ON FOREIGN ACCOUNT MANAGEMENT VIA DANSKE EBANK

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 Foreign account management via Danske eBank 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.

**1.2.** The following definitions are used:

**Account statement** means a statement of the Foreign account that is forwarded to the Customer by the Foreign bank via the Bank and the Customer can see it in Danske eBank.

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

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

**Foreign account** means the account opened with Foreign bank 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 Requests for transfer and wherefrom the Bank receives Account statements and Transaction reports to be forwarded to the Customer via Danske eBank.

**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.

**Request for transfer** means an order that the Customer submits to the Foreign Bank via the Danske eBank requesting to initiate the transaction from the Foreign account.

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

**Transaction report** means a report of the transactions executed in the Foreign account and which is forwarded to the Customer from the Foreign bank via the Bank. The Customer can see Transactions reports in Danske eBank.

The other definitions used in the Foreign Account Management Conditions have the same meaning as set out in the General 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 precondition for usage of services under the Agreement is the valid respective agreement concluded between the Bank and the Customer about the usage of relevant functionality in the Danske eBank.

**2.5.** 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 the Customer is entitled to:

**3.2.1.** receive Account statements and Transaction reports about the Foreign account sent by the Foreign bank via SWIFT in Danske eBank; and

**3.2.2.** ask to forward the Request for transfer to the Foreign bank via SWIFT.

**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.

## 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 account opened with the Bank and indicated in the Agreement 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 (for the previous month) or other fees calculated in monthly basis, 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 Foreign 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 an indefinite 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 advance 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 all accounts with the Bank are 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 and the legislation applicable at the Place of Service apply to any issues not regulated by the Agreement. If the General Conditions are in conflict with the Agreement, the Agreement prevails. If the Foreign 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.** 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.

**8.1.2.** For customers of Danske Bank A/S Estonia branch who have concluded with the Danske Bank A/S Estonia branch an Agreement on the receipt and forwarding of Foreign account statements and Transaction reports to the Customer and forwarding of Customer Requests for transfer to 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:

**8.1.2.1.** The definition "IBAN" is replaced by "Account" as used in the Agreement.

**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 global reporting (MT940) /and interim statement (MT942) receiving services and/or Requests for global transfer (MT101) service 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 concluded Agreement for Foreign Account Management in eBank on or before 31 March, 2018.