

## STANDARD TERMS AND CONDITIONS OF THE SWEEPING 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 Sweeping agreement set out the terms and conditions of the account monitoring and balancing service, including the execution of payments from the Main account to the Payee's account, according to the principles specified by the Customer in the Special terms and conditions of the Agreement. By signing this Agreement, the Customer gives the irrevocable multiple order to the Bank to execute 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:

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

**Agreement** means the Sweeping agreement, which contains the Special terms and conditions of the Agreement, the confirmations and the Sweeping 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.

**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.

**Payee's account** means the Payee's account opened with the Danske Bank A/S Estonia branch, Danske Bank A/S Latvia branch or Danske Bank A/S Lithuania branch and specified by the Customer in the Special terms and conditions of the Agreement.

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

**Sweeping Conditions** mean these Standard terms and conditions of the Agreement.

The other definitions used in the Sweeping 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.** In order to conclude the Agreement the Payee must have an Account with Danske Bank A/S Estonia branch, Danske Bank A/S Latvia branch or Danske Bank A/S Lithuania branch.

**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 begins to execute the payments under the Agreement at the latest on next Business day after the conclusion 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.** The Bank executes the payments as the Intra-bank payments or Danske Group payments (Payer's and Payee's accounts are held with Danske Bank A/S Estonia branch or Danske Bank A/S Latvia branch or Danske Bank A/S Lithuania branch) according to the valid Payment Conditions. When executing Danske Group payments the Customer must ensure, that the Main account and the Payee's account have been opened in the same currency.

**3.3.** The Bank executes payments under the Agreement 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 Bank transfers from the Main account

to the Payee's account the amount exceeding the Minimum account balance.

**3.4.** The Bank does not execute a payment if the Main account balance is less than Maximum account balance (even if the Main account balance is between the Maximum account balance and the Minimum account balance).

**3.5.** If the Customer is not the Payee, the Customer shall inform the Payee of the sweeping service provided by the Bank under the Agreement. The Customer is liable to the Bank for any claims which may arise from the use of the sweeping service provided to the Customer by the Bank under the Agreement and may be filed against the Bank by the Payee.

**3.6.** The Customer must be aware about accounting and taxation requirements concerning the use of the sweeping service under the Agreement and is fully responsible for meeting these requirements.

**3.7.** The Bank shall not be responsible to the Customer, if the Payee's account is attached or closed or the Main account is attached and executing or receiving of payments is not possible or the Main account 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 from the Main account without the Customer's additional instruction set out below, unless otherwise agreed between the Parties:

**4.2.1.** The conclusion fee or amendments fee 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 current month) on the last day of the month or on the next Business day, if the last day of the month is not a Business day of the Bank;

**4.2.3.** Fees payable by the Customer for executing of payment transactions after the relevant transaction.

**4.3.** If the funds in the Main 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 Sweeping Conditions by notifying the Consumer of amendments at least 2 (two) months or 60 (sixty) days in advance (depending on which period is longer) and by notifying the Customer who is not a Consumer of amendments at least 1 (one) month or 30 (thirty) days in advance (depending on which period is longer) 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 amend the data presented 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.** This agreement is entered into for a specified 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, 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 Consumer at least 2 (two) months or 60 (sixty) days in advance (depending on which period is longer) and the Customer who is not a Consumer at least 1 (one) month or 30 (thirty) days in advance (depending on which period is longer) 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.** 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.

**6.6.** The Agreement expires automatically without any advance notice, if the Main account or the Payee's account is closed.

## 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 Agreement and 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 Sweeping Conditions conflict with the Special terms and conditions of the Agreement, the Special terms and conditions of the Agreement prevails.

**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 conditions apply:

**8.1.1.** For customers of Danske Bank A/S Estonia branch who have submitted to the Danske Bank A/S Estonia branch an Account balancing instruction prior to 1 April 2018, these Standard terms and conditions of the Sweeping agreement will apply and replace the terms and conditions of the account balancing service in relation to account sweeping services. In this case, the following definitions used in the terms and conditions of the account balancing service are replaced as follows:

"Account" is replaced by "Main account" as used in the Agreement;  
 "Account No 2" is replaced by "Payee account" as used in the Agreement (must be opened in Danske Bank A/S Estonia branch or in Danske Bank A/S Latvia branch or in Danske Bank A/S Lithuania branch);

"Counterparty" is replaced by "Payee" as used in the Agreement;  
 "Target balance" is replaced by "Maximum account limit" as used in the Agreement;

"Lower limit" is replaced by "Minimum account limit" as used in the Agreement.

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

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

**8.2.1.** These Standard terms and conditions of the Sweeping agreement replace the General parts of the Automatic account sweep out agreement, that have been concluded with customers on or before 31 March 2018.