

# STANDARD TERMS AND CONDITIONS OF THE SAVINGS ACCOUNT AGREEMENT

Applicable from 1 July 2017 for 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 savings account agreement set out the terms and conditions for opening and holding the savings account in the name of the Customer with the Bank and with which the Customer's funds are held and for the balance, which will carry interest only in accordance with the terms and conditions of the Agreement.

1.2. The following definitions are used:

Agreement means a savings account agreement, which contains the special terms and conditions, the Customer confirmations and the Savings Account Conditions. All amendments and annexes, if any, to the Agreement and the Depositor information sheet constitute an inseparable part of the Agreement. The Standard terms and conditions of the current account agreement and the Standard terms and conditions for provision of payment services, the General Conditions and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

Amount Transferable means the amount to be transferred by the Bank according to the Agreement from the Servicing Account to the Savings Account upon conclusion of the Agreement. The Amount Transferable is stated in the Agreement.

Minimum Amount means the minimum amount for which the Premium is calculated. The Minimum Amount valid for the first Premium Period is stipulated in the Agreement. The Minimum Amount applicable for every following Premium Period is stated on the Bank's website and at the Bank's place of Service.

**Premium** means extra interest payable by the Bank to the Customer for holding at least the Minimum Amount in the Savings Account during the Premium Period according to the terms and conditions of the Agreement.

Premium Period means the period specified in the Agreement, for which the Premium is calculated. The first Premium Period will start on the day of conclusion of the Agreement, and every following Premium Period will start on the day after the expiry of the previous Premium Period.

Premium Interest Rate means the annual interest rate used to calculate the Premium. The Premium Interest Rate valid for the first Premium Period is stipulated in the Agreement. The Premium Interest Rate applicable for every following Premium Period is stated on the Bank's website and at the Bank's place of Service.

Regular Interest means the interest that the Bank pays under the Agreement to the Customer on the Savings Account credit balance. The Regular Interest rate is stated on the Bank's website and at the Bank's place of Service.

Savings Account means the payment account with the Bank opened under the Agreement for the Customer where the Customer's funds are held and disposed under the terms and conditions of the Agreement.

Savings Account Conditions mean these Standard terms and conditions of the savings account agreement.

**Servicing Account** means the Customer's account with the Bank, which is used for transactions related to the Agreement.

The other definitions used in the Savings Account Conditions have the same meaning as set out in the General Conditions, in the Standard terms and conditions of the current account agreement and in the Standard terms and conditions for provision of payment services.

# 2. CONCLUSION OF 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 comes 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 and confirmations of the Customer).

2.3. For the purpose of calculation of the Premium, the Customer must deposit at least the Minimum Amount to the Savings Account throughout the relevant Premium Period. For the purpose of calculation of the Premium for the first Premium Period, the Customer must ensure that the Minimum Amount is deposited to the Savings Account not later than on the last day of the Waiting for funds period.

2.4. At the conclusion of the Agreement the Bank will debit the Amount Transferable from the Servicing Account without the Customer's further order or consent and credit the Savings Account.
2.5. Regular Interest rates, Premium Interest Rates, Minimum Amount and maximum amounts and currencies are established and amended by the Bank unilaterally.

**2.6.** In order to conclude the Agreement, the Customer must have a valid Current Account Agreement with the Bank.

2.7. The Parties have agreed that the holding of funds in the Savings Account is not considered a payment service.

## 3. INTEREST AND FEES PAYABLE

**3.1.** The Bank must start the calculation of the Regular Interest when the balance of Savings Account is equal to or greater than the amount for which the Regular Interest is calculated. This amount is stated on the Bank's website and at the Bank's place of Service.

**3.2.** The Bank calculates the Regular Interest on the closing balance of the Savings Account at the end of the day.

**3.3.** The Bank must start the calculation of the Premium from the moment when at the first time during the Waiting for funds period the balance of Savings Account is equal to or greater than the Minimum Amount and on that balance of the Savings Account. When the balance of the Savings Account at the end date of the Waiting for funds period is less than the Minimum Amount, then the accrual of the Premium will not start.

**3.4.** The Premium Interest Rate stated in the Agreement is used to calculate the Premium for the first Premium Period. The Premium Interest Rate stated on the Bank's website and at the Bank's place of Service is used for every subsequent Premium Period.

**3.5.** If, at the beginning of every subsequent Premium Period, the balance of the Savings Account is less than the valid Minimum Amount, the accrual of the Premium does not start.

**3.6.** The Premium for the each subsequent Premium Period is calculated for the period starting on the first day of the respective Premium Period.

**3.7.** The Premium for each Premium Period is calculated until the day preceding the end date of this Premium Period (this means that the end date of each Premium Period is excluded from the calculation of Premium)

**3.8.** The Bank calculates the Premium on the minimum balance of the Savings Account during this respective Premium Period. If the balance of funds held in the Savings Account was lower than the Minimum Amount on at least one day during the respective Premium Period, the Bank does not calculate and pay the Premium for that Premium Period.

**3.9.** The calculation of interest is based on a 360-day (three hundred and sixty-day) year and the actual number of days in a calendar month. **3.10.** The Bank pays the Premium to the Customer on the last calendar day of every Premium Period. The Bank pays Regular Interest to the Customer on the last calendar day of every month and on the last calendar day of every Premium Period. No interest is calculated and paid for the expiry date of the Agreement.

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3.11. The Bank transfers the Premium and Regular Interest to the account specified by the Customer in the Agreement.

**3.12.** If the Agreement is terminated during the Premium Period or the Customer, who is a Consumer, exercises its right to withdraw the Agreement within 14 (fourteen) days after its conclusion, the Bank pays no Premium for the Premium Period from the conclusion of the Agreement until its termination.

**3.13.** Interest payable by the Bank may be charged (including withholding of taxes) according to the legislation applicable at the Place of Service.

**3.14**. The Customer must pay fees to the Bank for all the transactions deriving from the Agreement and/or performed by the Bank in accordance with the applicable Price List.

3.15. If the Agreement is terminated at the Customer's initiative after the Bank unilaterally amends the Agreement, or if the Agreement is terminated at the Bank's initiative, the Bank must pay the Premium and the Regular Interest, calculated pursuant to the Agreement, to the Customer on the date of termination of the Agreement.



#### 4. AMENDMENTS TO THE AGREEMENT

**4.1.** The Agreement is amended pursuant to the terms and conditions of the Standard terms and conditions of the current account agreement unless otherwise stated in the Agreement.

**4.2.** The Bank is entitled to change unilaterally and without previous notification the Premium Interest Rate, Regular Interest Rate, minimum and maximum amounts and currencies, for which the Regular Interest or Premium is calculated, unless the legislation applicable at the Place of Service provides otherwise. The changes regarding Premium Interest rate, minimum and maximum amounts and currencies, for which the Premium is calculated, will be effective only after the current Premium Period has expired.

#### 5. TERMINATION OF THE AGREEMENT

**5.1.** The Agreement is concluded for an indefinite period and terminates pursuant to the Standard terms and conditions of the current account agreement.

**5.2.** The Savings Account is closed upon the termination of the Agreement.

## 6. PROTECTION OF DEPOSITS

**6.1.** Funds held in the Bank are covered by the Danish Guarantee Fund for Depositors and Investors.

**6.2.** Information about protection of funds is available on the Bank's website and at all the Bank's places of Service. At the Customer's request, the copy of updated information will be provided to the Customer

### 7. FINAL PROVISIONS

7.1. The Agreement concluded or notices given using electronic channels acceptable to the Bank as well as all the amendments thereto and/or any notices provided by any Party using electronic channels acceptable to the Bank will have the same legal effect as the agreements concluded at the Bank's place of Service and/or the notices handed over personally.

**7.2.** The Standard terms and conditions of the current account agreement and the Standard terms and conditions for provision of payment services and the General Conditions are applicable to issues not regulated by the Agreement.

7.3. If the Agreement is in conflict with the Standard terms and conditions of the current account agreement and the Standard terms and conditions for provision of payment services, the Agreement applies

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 legislation applicable at the Place of Service.

# 8. SPECIAL CONDITIONS APPLICABLE TO THE PLACE OF SERVICE ALONE

 $\bf 8.1. \ As \ regards \ the \ services \ in \ Lithuania \ the \ following \ special conditions apply:$ 

**8.1.1.** For customers of Danske Bank A/S Lithuania branch who concluded the Bank account agreement Special part Savings account agreements with Danske Bank A/S Lithuania branch until 30 June 2017 (including), these Standard terms and conditions of the savings account agreement will apply. In this case, the Standard terms and conditions of the savings account agreement wording with references to the Special terms and conditions must be construed as references to the Bank account agreement Special part, Savings account. In case of any contradiction or discrepancy between the Standard terms and conditions of the savings account agreement and the Bank account agreement Special part Savings account, the Standard terms and conditions of the savings account agreement will prevail.