

Holm Bank AS general terms and conditions of fixed-term deposit contracts for legal persons

The general terms and conditions are valid from 02.10.2019 and are applicable to all fixed term deposit contracts entered into between the bank and the depositor.

TABLE OF CONTENTS

| | |
|--|---|
| TERMS AND DEFINITIONS | 1 |
| 1. GENERAL PROVISIONS | 1 |
| 2. ENTRY INTO THE DEPOSIT CONTRACT | 2 |
| 3. THE DEPOSITING PERIOD | 2 |
| 4. CALCULATION OF INTEREST | 3 |
| 5. VALIDITY AND EXPIRY OF THE DEPOSIT CONTRACT | 3 |
| 6. OTHER PROVISIONS | 4 |

TERMS AND DEFINITIONS

The depositor is a legal person who has entered into a deposit contract with the bank.

The bank is Holm Bank AS.

The deposit account is a fixed-term deposit account opened at the bank based on a deposit contract, which is used to deposit the deposited amount for the duration of the depositing period.

The deposit contract is a fixed-term deposit contract entered into between the bank and the depositor which specifies the main terms and conditions of depositing the amount deposited and which includes these general terms and conditions.

The depositing period is the term of a deposit specified in the deposit contract.

The amount deposited is the amount deposited on the deposit account based on the deposit contract.

1. GENERAL PROVISIONS

1.1. Based on the deposit contract, the depositor will deposit the amount deposited in the bank for the duration of an agreed depositing period. The bank calculates and pays an interest from the amount deposited and returns the amount deposited based on the terms and conditions of the deposit contract. 2.1. By entry into deposit contracts, the depositor can deposit agreed amounts deposited for a specified term and earn interest income from these amounts. The bank may limit the total amount of all deposits deposited by the depositor.

1.2. These general terms and conditions form an integral part of the deposit contract.

2. ENTRY INTO THE DEPOSIT CONTRACT

- 2.1. By entry into deposit contracts, the depositor can deposit agreed amounts deposited for a specified term and earn interest income from these amounts. The bank may limit the total amount of all deposits deposited by the depositor.
- 2.2. The deposit contract is entered into based on an application submitted by the depositor, depending on the terms and conditions of fixed-term deposits preferred by the depositor and offered by the bank. The bank will send the deposit contract for signature, provided that the bank has received the information and documents required about the depositor and the depositing transaction applied for. The bank may establish further prerequisites for provision of the service or entry into force of the deposit contract.
- 2.3. The deposit contract will enter into force upon signature by representatives of the bank and the depositor, provided that the depositor and their representatives have been identified in a manner suitable to the bank and the amount deposited has been transferred to the bank from an account at a credit institution operating in Estonia. In the event of a failure to fulfil these conditions, the deposit contract will be terminated on the seventh day after the contract was entered into without entry into force.
- 2.4. The bank will send the details required for transferring the amount deposited to the depositor with the deposit contract. The depositor will ensure that the amount deposited transferred to the bank is of a legal origin and held by the depositor. The depositor will cover the costs related to transferring the amount deposited and make other payments related to the deposit contract.

3. THE DEPOSITING PERIOD

- 3.1. The depositing period begins on the date of entry into the depositing contract, provided that the terms and conditions specified in subsection 2.3 are met.
- 3.2. The depositing period established by the deposit contract cannot be amended during the period of validity of the deposit contract.
- 3.3. The depositor may choose to automatically extend the depositing period upon expiry of the depositing period at the time of entry into the deposit contract or during the period of validity thereof.
- 3.4. In the event of automatic extension of the depositing period, the new deposit contract will be deemed entered into for a new depositing period, the duration of which is equal to the duration of the previous depositing period (i.e. equal number of full months) and based on the terms and conditions applicable at the bank on the first day of the new depositing period. The new depositing period will be applicable to the amount deposited and the interest calculated for the expired depositing period, by which the amount deposited will be increased.
- 3.5. The order for automatic extension of the depositing period will remain in force until a written notice is received from the depositor concerning cancellation of the automatic extension. The notice for cancellation shall be submitted to the bank at least five days prior to the expiry of the depositing period.

- 3.6. The bank may refuse to automatically extend the depositing period at any time without prior notice.
- 3.7. The amount deposited cannot be disposed of or changed during the depositing period, i.e. it is not possible to make payments to increase the amount or to apply for payments from the deposit account during the period.

4. CALCULATION OF INTEREST

- 4.1. The bank will pay interest to the depositor based on the interest rate specified in the deposit contract or based on the interest rate applicable at the bank on the first day of the new, extended depositing period.
- 4.2. In the event of automatic extension of the depositing period, the interest rate applicable in the new depositing period is the interest rate applicable at the bank on the first day of the new, extended depositing period.
- 4.3. Interest is calculated from the first day of the depositing period until the last day of the depositing period.
- 4.4. The bank calculates the interest based on 360-day calendar year and the actual number of days between the beginning and the end of the depositing period.
- 4.5. The interest is only paid upon expiry of the depositing period. The bank will transfer the interest accumulated in the course of the entire depositing period to the depositor no later than on the fifth banking day after the date on which the deposit contract expires.

5. VALIDITY AND EXPIRY OF THE DEPOSIT CONTRACT

- 5.1. The deposit contract will remain in force until expiry of the depositing period, premature cancellation of the deposit contract, or termination of the contract based on an agreement between the depositor and the bank.
- 5.2. The bank may prematurely cancel the deposit contract in the following cases:
 - (a) the depositor has submitted incorrect or incomplete information to the bank or has failed to update the information submitted to the bank;
 - (b) the bank suspects that the depositor or a person related to the depositor participates in money laundering or financing of terrorism or organized crime, the depositor or a person related to the depositor is a subject of international sanctions, or there are other grounds based on which the bank would violate its legal obligations if the deposit contract remained in force;
 - (c) the depositor has caused damage or a risk of damage to the bank or violated their other material obligations to the bank;
 - (d) based on grounds arising from legislation or due to legal restrictions applicable to the bank. The deposit contract will expire on the date specified in the cancellation notice.
- 5.3. The depositor may submit a respective application to the bank for premature termination of the deposit contract. The bank may, but is not required to satisfy the application, the bank will make

the respective decision within 14 days after receiving the application. In the event of satisfying the application, the bank may charge a fee for premature payment of the amount deposited in the extent of 2% of the amount deposited. The bank will not pay the interest calculated based on the deposit contract in the event of premature termination of the contract (the above is not applicable in the event described in subsection 6.3, in the case of which the depositor may terminate the deposit contract without being charged the termination fee and is entitled to the interests calculated from the amount deposited). The bank may withhold any of the depositor's debts arising from the contracts entered into with the bank or from the price list of the bank from the amount to be transferred to the depositor.

- 5.4. Upon expiry of the deposit contract, the bank will transfer the amounts payable based on the deposit contract to the depositor no later than on the fifth banking day after the date on which the deposit contract expired.

6. OTHER PROVISIONS

- 6.1. The depositor will immediately notify the bank of any significant circumstances which the bank can be reasonably expected to be interested in, incl. the following circumstances:
- (a) changes in the depositor's details (name, place of business or residence, contact details);
 - (b) any criminal, court, execution, reorganization, liquidation, or bankruptcy proceedings initiated against the depositor;
 - (c) amounts transferred by the depositor to the bank mistakenly or baselessly;
 - (d) dissolution, merger, division, restructuring of the depositor or transfer of the depositor;
 - (e) changes in the circle of owners and actual beneficiaries of the depositor.
- 6.2. The bank may regularly check the information submitted by the depositor or known about the depositor in order to fulfil its legal obligations and, if necessary, request further information, regular updating of the data submitted, or repeat identification of the depositor's representative by the depositor.
- 6.3. The bank may unilaterally amend these general terms and conditions by notifying the depositor thereof by e-mail at least one month in advance. The depositor may cancel the deposit contract free of charge in this period if the depositor does not agree with the amendments.
- 6.4. The bank and the depositor will communicate with one another in Estonian and, if possible, in Russian or English. At the least, the terms and conditions of the deposit contract and the price list are made available in these languages. In the event of a conflict between the texts in Estonian and the texts in other languages, the text in Estonian shall be deemed correct.
- 6.5. The bank will send notices to the depositor by mail or means of communication (e-mail, telephone). The bank will deem correct the contact details submitted to the bank by the depositor. In the event of the depositor's failure to notify the bank of changes in their contact details, the notices delivered to the depositor will be deemed delivered when they have been sent to the last known contact details of the depositor.
- 6.6. The depositor will send notices to the bank electronically or in another agreed manner. Notices will be sent by using the most recent contact details disclosed on the website of the bank. The

bank may request that any notices of legal importance are sent to the bank from the last e-mail address disclosed to the bank or in a digitally signed format.

- 6.7. Any disputes arising from the deposit contract will be settled by negotiations based on the principles specified in the procedure for settling disputes available on the website of the bank. Any disputes which cannot be settled by negotiations will be settled by Harju County Court pursuant to the Estonian law. This jurisdiction will remain applicable in the event of the depositor moving its place of business or residence to a foreign country, as well as if the depositor's place of business or residence is unknown to the bank at the time of submission of the claim.