

# Holm Bank AS GENERAL TERMS AND CONDITIONS

Valid from: 13.02.2026

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## 1. GENERAL PROVISIONS

### 1.1. Applicability of the General Terms and Conditions of the Bank

- 1.1.1. The General Terms and Conditions (hereinafter the 'General Terms and Conditions of the Bank') of Holm Bank AS (hereinafter the 'Bank') establish the basic principles and conditions of the legal relationships between the Bank and all natural or legal persons (hereinafter the 'Customer' or 'Customers').
- 1.1.2. In addition to the Bank's General Terms and Conditions, the Bank and the Customer shall be guided in their relationship by the legislation of the Republic of Estonia, the terms of Service Agreements concluded between the Bank and the Customer, Customer data processing principles, the Bank's Price List (hereinafter the 'Price List'), the principle of good faith and the prudent person principle.
- 1.1.3. The General Terms and Conditions of the Bank, the Terms and Conditions of the Service Agreement and the Price List are available at the service point intended for providing the service to the Bank's Customers and on the Bank's website at [www.holmbank.ee](http://www.holmbank.ee).

- 1.1.4. The General Terms and Conditions of the Bank apply to all legal relationships established between the Bank and the Customer.
- 1.1.5. In the event of any conflicts between the General Terms and Conditions of the Bank and the Terms and Conditions of the Service Agreement, the provisions of the Terms and Conditions of the Service Agreement shall apply.
- 1.1.6. Estonian law shall apply to the relationship established between the Bank and the Customer.
- 1.1.7. The relationships established between the Bank and the Customer shall be governed by the law of a foreign country in case it is required by law, an international agreement or it is prescribed by an agreement entered into with the Customer.
- 1.1.8. The language of communication between the Bank and the Customer shall be Estonian, unless the Customer has come forward with and the Bank has given its consent to communicate in a foreign language, English in particular.
- 1.1.9. In the event of any conflicts between the General Terms and Conditions of the Bank, the Terms and Conditions of the Service Agreement and the Estonian and the Price List's texts in a foreign language, the text laid down in Estonian shall apply.
- 1.2. Establishment and amendments to the General Terms and Conditions of the Bank, the Terms and Conditions of the Service Agreement and the Price List**
  - 1.2.1. The General Terms and Conditions of the Bank, the standard Terms and Conditions of the Service Agreement and the Price List shall be laid down by the Bank.
  - 1.2.2. The special Terms and Conditions of a specific Service Agreement are imposed by agreement between the Customer and the Bank. The Bank is entitled to unilaterally amend the special Terms in cases prescribed by law.
  - 1.2.3. The Bank has the right to unilaterally change the General Terms and Conditions of the Bank, the standard Terms and Conditions of the Service Agreement and the Price List.
  - 1.2.4. The Bank shall notify the Customer of any changes to the standard Terms and Conditions of the Service Agreement of the General Terms and Conditions at least 30 days in advance via the Bank's website or by any other means selected by the Bank (e.g. by post). Together with the notice, the Bank shall set forth the amendments made to the Terms and Conditions and the Price List. If the standard Terms and Conditions of the Service Agreement provide for a notice period of amendments, the notice period set out in the Service Agreement shall apply.
  - 1.2.5. If amendments to the standard Terms and Conditions or the Price List set forth in the General Terms and Conditions of the Service Agreement are not acceptable to the Customer the Customer may cancel the Service Agreements concluded between the Bank and the Customer and terminate the Customer relationship with the Bank. To this end, it shall give written notice to the Bank within the period of notice specified in Clause 1.2.4 and shall first fulfil any and all obligations arising from the Agreements.
  - 1.2.6. If the Customer does not exercise the right to cancel the agreements and to terminate the Customer relationship, he or she has agreed to the amendments and shall have no claims against the Bank arising from the standard Terms and Conditions of the Service Agreement of the General Terms and Conditions or the Price List.

- 1.2.7. In duly substantiated cases, the Bank has the right to unilaterally amend the Price List without any prior notice. In this case, the Bank shall immediately inform the Customer of the amendments on its website and the Customer has the right to promptly cancel the Service Agreements related to the respective amendments, notifying the Bank in no time, but no later than within seven working days in writing or by any other agreed means.
- 1.2.8. The Customer has no right to cancel the Service Agreements as regards the unilateral amendment of the General Terms and Conditions, the standard Service Agreement or the Price List, if the amendments do not restrict the Customer's rights compared to the previous ones or create additional obligations or otherwise worsen the Customer's situation (e.g. reduction of service fees, making other conditions more favourable for the Customer, amendments related to the addition of new services, amendments due to amendments to the legislation, etc.).

## **2. CUSTOMER IDENTIFICATION**

### **2.1. Customer Identification**

- 2.1.1. The Customer and his or her representative undertake to submit data and documents accepted by the Bank to the Bank for identification.
- 2.1.2. The identification process of Customers who are natural persons shall involve the presentation of an ID accepted by the Bank in accordance with the current legislation. With the consent of the Bank, a person may also be identified in a transaction or operation by means of a certificate enabling digital identification or they may ask the Customer relevant questions to be able to identify the Customer on the basis of the answers received from him or her.
- 2.1.3. A legal entity shall be identified on the basis of a valid certified copy issued by the relevant register of the country where the legal entity is established or a registration certificate and / or other documents required by the Bank. The Bank shall identify the branch of a legal entity registered in Estonia and a branch of a foreign undertaking registered in Estonia on the basis of a valid printout of the relevant register data.
- 2.1.4. After the initial identification process, the Bank may also identify the Customer and his or her representative upon concluding the Agreement, submitting an application or request and signing the said documents via the payment instrument used under the Agreement or in another agreed manner.

### **2.2. Representation**

- 2.2.1. A natural person may enter into transactions in person or via a representative. A legal entity shall operate transactions via a representative.
- 2.2.2. The Bank may require that a Customer in the role of natural person performs a transaction in person and a Customer in the role of a legal entity performs a transaction via his or her legal representative.
- 2.2.3. The document certifying the power of representation must be in the form required by the Bank. The Bank may require that the power of attorney drawn up outside the Bank be notarised or equivalent.
- 2.2.4. The Bank may refuse to service under a document certifying the power of representation, which does not understandably and unambiguously state the Customer's will.

- 2.2.5. The Customer must immediately notify the Bank of the revocation and repeal of the power of attorney, even if he or she publishes the relevant information in the Official Gazette.

### **2.3. Requirements for Documents**

- 2.3.1. The Customer shall submit to the Bank the original documents, as appropriate, a notarised or equivalent certified copy of the document.
- 2.3.2. Upon the Bank's request, a natural person shall submit the original ID document for identification process.
- 2.3.3. The Bank may require that a document issued abroad be legalised or certified with a certificate substituting for a legalisation (apostille), unless otherwise specified in an international agreement.
- 2.3.4. In the case of a document in a foreign language, the Bank may request its translation into Estonian, Russian or English. The translation must be prepared by a sworn translator or a notary whose signature is notarised.
- 2.3.5. The Bank assumes that the document submitted by the Customer is genuine, valid and correct.
- 2.3.6. The Bank may make a copy of the document submitted by the Customer and the document certifying the authority of the representative or, if possible, keep the original of the document.
- 2.3.7. If the Bank doubts the authenticity of the document, it may refrain from concluding the transaction and demand the submission of an additional document.
- 2.3.8. The Bank shall not reimburse the Customer for the costs related to the preparation, translation or submission of documents.

### **2.4. Signature**

- 2.4.1. The Bank accepts a handwritten signature of the Customer or his or her representative or a digital signature nationally recognised by the legislation of the Republic of Estonia.
- 2.4.2. The Bank may require the Party to the transaction to provide a handwritten signature to the Bank or to certify the authenticity of the signature on a notarised basis.
- 2.4.3. A digital signature entails the same legal consequences as providing a handwritten signature.

## **3. ESTABLISHMENT OF A CUSTOMER RELATIONSHIP**

### **3.1. Conclusion of a Service Agreement**

- 3.1.1. The Bank has the right to decide with whom to enter into a Service Agreement and with whom not to enter into an agreement (freedom of contract).
- 3.1.2. The Bank's relationships with the Customer are regulated by agreements in writing (incl. in an electronic form) or in a form enabling written reproduction, unless otherwise formally required by law.
- 3.1.3. The precondition for concluding a Service Agreement is that the Bank and the Customer reach an agreement on the Terms of the Service Agreement and the Customer accepts the Bank's General Terms and Conditions, the Terms and Conditions of the Service Agreement and the Price List.

- 3.1.4. The Bank has the right to refuse providing services to a person, including concluding a Service Agreement with a person or a legal entity related to him or her, especially if:
- 3.1.4.1. he or she is intoxicated with alcohol or under the influence of psychotropic substances or the representative of the Bank has a suspicion for any other reason that the Customer does not fully understand the meaning of his or her actions and the possible consequences;
  - 3.1.4.2. he or she has intentionally or through gross negligence submitted incorrect or incomplete information to the Bank or refuses to submit the data to a person belonging to the same group as the Bank;
  - 3.1.4.3. at the request of the Bank, he or she has not provided the Bank or a person belonging to the same group as the Bank with sufficient data or documents to identify his or her identity, the beneficial owners or to prove the legal origin of the funds, or has otherwise raised suspicions of money laundering or terrorist financing against him or her;
  - 3.1.4.4. he or she is subject to measures for the application of international sanctions pursuant to decisions of the Government of the Republic of Estonia, which prohibits the performance of a transaction with such a person;
  - 3.1.4.5. he or she has failed to fulfil his or her obligations towards the Bank or a person belonging to the same group as the Bank;
  - 3.1.4.6. his or her actions or omissions have caused damage or a real risk of damage to the Bank or to a person belonging to the same group as the Bank;
  - 3.1.4.7. he or she is known to the Bank to be affiliated with a criminal organisation, according to the investigative or supervisory authority;
  - 3.1.4.8. the document submitted by him or her to the Bank has signs of falsification or otherwise does not meet the requirements set forth by the Bank;
  - 3.1.4.9. he or she has, to the Bank's knowledge, acted as a figurehead or used the services of figureheads;
  - 3.1.4.10. operates in the opinion of the Bank in a country or area of activity where there is a high risk of terrorist financing or money laundering (incl. but not limited to the virtual currency service providers, intermediaries and traders);
  - 3.1.4.11. is a resident of a low-tax country or territory (so-called offshore region) or incorporates a legal entity in its organisation and/or one of its partners is an undertaking established in an offshore area;
  - 3.1.4.12. has been convicted of money laundering, terrorist financing or criminal offences which, in the Bank's opinion, run the risk that the products and services offered by the Bank may be used in the future for criminal purposes or for the promotion of criminal activities, such as drug-related criminal offences and economic criminal offences, as well as systematic and/or large-scale criminal offences of a commercial nature;
  - 3.1.4.13. according to various sources (e.g. state bodies, national and international databases, correspondent banks, mass media), he or she is or has been involved in money laundering or terrorist financing, terrorism, circumvention of sanctions and/or criminal offences where the Bank considers that the products and services provided by the Bank may subsequently be used for circumvention of sanctions or for criminal purposes or for the promotion of criminal activities, such as drug-related criminal offences and economic criminal offences, as well as systematic and/or large-scale criminal offences against property;

- 3.1.4.14. he or she operates without an authorisation, a licence or registration in an area of activity where required by legislation of the Republic of Estonia or another relevant country.
- 3.1.5. The Bank shall also have the right to refuse to enter into a service contract for other valid reasons, in particular if the conclusion of the Service Agreement is prevented by a legal circumstance such as a restriction of legal capacity, inconsistency or absence of the power of representation.
- 3.1.6. The Bank has the right to decide at its own discretion whether to enter into an agreement with a natural or legal person that is not resident in Estonia (e.g. a legal person registered in a foreign country).

### **3.2. Securing the Claims of the Bank**

- 3.2.1. The Bank shall have the right to demand from the Customer a security to ensure the proper performance of all the Customer's contractual obligations.
- 3.2.2. The Bank shall have the right to demand the Customer to provide a security or an increase in the existing security if the conditions underlying the relationship between the Customer and the Bank have changed and this affects or may affect the proper performance of the Customer's obligations. Such a change shall include, primarily:
  - 3.2.2.1. deterioration or risk of deterioration of the Customer's financial situation;
  - 3.2.2.2. the decrease in the value of existing security or the risk of impairment;
  - 3.2.2.3. other circumstances that affect or may affect the proper performance of the obligations.
- 3.3. The Bank shall have the right, at the Customer's request, to partially release or replace the security if the value of the security provided by the Customer to the Bank permanently exceeds the size of the Bank's claims.

## **4. BANKING SECRECY AND PROCESSING OF CUSTOMER'S PERSONAL DATA**

### **4.1. Banking Secrecy**

- 4.1.1. The Bank undertakes to keep secret all data treated as banking secrecy in legislation.
- 4.1.2. The conditions for the processing of customer data known to the Bank (including data subject to banking secrecy), such as the purposes of processing, the categories of data, and the cases and conditions for data disclosure, are set out in the Customer Data Processing Procedure published on the Bank's website.
- 4.1.3. The Customer Data Processing Procedure is an integral part of the Bank's General Terms and, consequently, of the legal relationship established with each customer.

### **4.2. Processing of Customer's Personal Data**

- 4.2.1. The General Terms and Conditions for processing data about the Customer that has become known to the Bank (including data concerning bank secrecy) (e.g. the grounds for processing personal data, the purposes and composition of the processing, the conditions and events of publication of the data, as well as the Customer's consent to the processing of data) are set forth in the Customer Data Processing Procedure.

- 4.2.2. The Customer Data Processing Procedure is an integral part of the Bank's General Terms and Conditions and Service Agreements concluded between the Bank and the Customer and is available on the Bank's website at [www.holmbank.ee](http://www.holmbank.ee).

## **5. INTERRUPTION, SUSPENSION, AND MODIFICATION OF SERVICES**

- 5.1. The Bank shall not be liable for any service interruption stemming, inter alia, from a failure of the hardware or software or other infrastructure used by the Bank, a failure of the Internet connection or other technical malfunctions that do not qualify as an incidence of force majeure, provided that the Bank makes reasonable efforts to restore the service and/or offers the Customer backup solutions, even if the level of the backup solution service is lower than that of the interrupted service.
- 5.2. If it is not feasible to restore the service and/or offer a backup solution within a reasonable time, the Bank shall refund to the Customer the service fees paid by the Customer to the Bank for the service that was not provided due to the interruption of the service.
- 5.3. The Bank may, by notifying the Customer, suspend and/or terminate the provision of the service and/or part thereof and/or modify it if the Bank deems it necessary to suspend and/or terminate and/or modify it due to a change in the applicable law and/or its interpretation and/or repair and/or maintenance and/or updating of the software and/or hardware and/or other infrastructure used by the Bank, modernisation of the Bank's internal processes and other such circumstances. The Bank may perform the activities specified herein immediately and without informing the Customer if the Bank has reasonable grounds to suspect that the service is being used fraudulently and/or the activities of the Customer (including his or her representatives) conflict with the applicable law and/or Service Agreement.

## **6. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

- 6.1. The Bank may assign, in their entirety or in part, the rights and obligations of the Bank arising from the Service Agreement or related to the Service Agreement to any third party without the Customer's consent in accordance with the conditions set out in legislation.
- 6.2. The Customer may assign or transfer the rights and obligations arising from the Customer's Service Agreement or related to the Service Agreement to a third party exclusively with the prior written consent of the Bank.

## **7. EXCHANGE OF INFORMATION**

### **7.1. Transmission of Information by the Bank**

- 7.1.1. The Bank shall provide the Customer with information at the service point, via the website or media intended for servicing its Customers. If necessary, the Bank shall submit personal notices about legal relations to the Customer in the Bank's self-service environment, via the website, post or other means of communication (e.g. e-mail).
- 7.1.2. Subject to the relevant information, the information provided by the Bank to the Customer is not intended as an offer made by the Bank or as advice for making a transaction.



**7.2. Submission of Information by the Customer**

- 7.2.1. The Customer shall forward the information to the Bank in writing, via means of communication, through electronic channels, or by any other agreed method.
- 7.2.2. If the Customer has not received a notification from the Bank, which he or she can expect to receive or which has been agreed upon in the Service Agreement, the Customer must notify the Bank thereof as soon as the term within which receipt of the notice could be expected has expired.
- 7.2.3. The Customer shall verify the correctness of the information contained in the notice received from the Bank immediately and, if inaccuracies are detected, submit objections to the Bank promptly after receiving the notice.
- 7.2.4. The Customer shall immediately inform the Bank of any circumstances that impact or may impact the performance of the Customer's and the Bank's obligations, including loss, theft or other unauthorised removal of an identity document or other means of identification against his or her will.
- 7.2.5. The Customer shall immediately notify the Bank in writing or in any other pre-agreed manner of any changes in the data specified in the agreement entered into with the Bank or in the documents submitted to the Bank, including changes in the name, address, telecommunications number or e-mail address, residency (including tax residency) and representative's data, the actions, enforcement or bankruptcy proceedings initiated against him or her and the bankruptcy declared against him or her. The legal person also informs the Bank of the transformation, merger, division, commencement of judicial winding-up or deletion of the legal person from the register. The Bank shall have the right to request from the Customer the original copies of the documents on which the amendments are based or notarised copies.
- 7.2.6. The obligation to provide information also applies if the information and data specified in Clauses 7.2.4 and 7.2.5 are registered in a public register, a public edition or published via the media.

**7.3. Considering the Notices Received**

- 7.3.1. Personal notices sent by the Bank to the Customer shall be deemed to have been received by the Customer if the period of time normally required for the transmission of the notices by the appropriate means of communication has elapsed since the notice was issued to the Customer or the person authorised to receive the notice on his or her behalf, unless the terms of the Service Agreement provide otherwise.
- 7.3.2. A notice sent by e-mail or other communication channel shall be deemed to have been received no later than on the third working day as of the sending of the notice.

**8. INTERESTS AND SERVICE FEES****8.1. Interests**

- 8.1.1. The Customer shall pay interest to the Bank for the use of funds received from the Bank at the rate and under the Terms and Conditions set out in the Agreement. Interest payable by the Bank to the Customer shall be paid in accordance with the Terms and Conditions set out in the Service Agreement.



- 8.1.2. The Bank shall calculate interest on the basis of the rate it has established in the Price List for the respective service or as agreed in the Service Agreement.
- 8.1.3. The Bank has the right to unilaterally change the procedure for calculating the interest rate and interest amount. If the interest rate and the calculation procedure are determined in the Service Agreement, the interest may be changed by agreement between the Parties, unless the Service Agreement specifies otherwise.
- 8.1.4. If the law provides for the obligation to pay income tax on interest, the Bank will withhold the income tax on the amount of interest paid on the basis and pursuant to the procedure provided by law.
- 8.1.5. If a variable interest rate applies to the Customer and it becomes negative, the Customer does not have the right to demand payment of the negative interest rate from the Bank.

## **8.2. Service Fees and Charges**

- 8.2.1. The Bank has the right to take and the Customer undertakes to pay a fee for the service provided, which is determined in the Price List and/or Service Agreement.
- 8.2.2. In addition to what is specified in the Price List and agreed in the Service Agreement, the Customer bears the Bank charges arising from operations performed in the interests of the Customer (e.g. communication costs, notary fees, etc.) and costs related to legal relationships (e.g. costs of establishing security, transfer, cancellation, insurance fee and debt collection), as well as the costs incurred by the Bank in performing the Customer's obligation, where the Customer has failed to perform its obligation in due time and such right of the Bank is provided in the Service Agreement.
- 8.2.3. For services not specified in the Price List, the Customer shall reimburse the costs incurred by the Bank on behalf of the Customer in compliance with the actual expenses incurred to the Bank (e.g. costs related to notarial transactions, securities registration fee, state fee, etc., or if the Bank collects information about the Customer from third parties necessary for the provision of the service) for the provision of services.
- 8.2.4. If a new currency comes into circulation instead of the current currency used in the transaction relationship, the Bank has the right to unilaterally change the currency of the transaction relationship and convert the proprietary liabilities into the currency that has come into circulation on the basis of the current rate of the official European Central Bank.

## **9. RESTRICTION OF THE USE OF THE SERVICE**

### **9.1. Blocking**

- 9.1.1. Blocking is an activity that results in the suspension, in whole or in part, of the Customer's right to perform transactions or other operations (including the disposal of proprietary rights) at the initiative of the Bank or the Customer.
- 9.1.2. The Customer undertakes to give the blocking order to the Bank in writing at the service point designated for the provision of the services of the Bank's Customers or in any other manner agreed between the Customer and the Bank.
- 9.1.3. When issuing an oral blocking order, the Bank has the right to ask the issuer of the order questions about the Customer requesting the blocking on the basis of the information contained

in the Bank's database in order to verify his or her identity. If the Bank has doubts about his or her identity, the Bank has the right not to block the provision of the service. In such an event, the Bank shall not be liable for any damage caused by the failure to block the provision of the service.

9.1.4. The Bank has the right to unilaterally block the provision of the service, in particular if the Bank suspects the Customer of money laundering or terrorist financing, the Customer has violated his or her obligations to the Bank, has submitted conflicting information or information about persons with right of representation to the Bank, or has submitted documents the correctness of which the Bank has reason to doubt.

9.1.5. The Bank shall unblock the use of the service upon the removal of the circumstances on which the blocking was based. The Bank shall not be liable for damages arising from the blocking of the provision of the service.

## **9.2. Seizure**

9.2.1. The Bank shall seize the proprietary rights of the Customer in the possession of the Bank at the request of a third party only in the cases and pursuant to the procedure provided by law.

9.2.2. The Bank shall release the proprietary rights of the Customer in the possession of the Bank from seizure on the basis of a decision, ruling or precept of the person or body that issued the seizure or on the basis of a corresponding court decision that has entered into force.

## **9.3. INHERITANCE**

9.3.1. The Bank shall make payments from the account of a deceased customer on the basis of a certificate of inheritance and/or a certificate of ownership, or other documents provided for by law, or on the basis of a relevant court judgment.

## **10. CONTRACTUAL AND EXTRAORDINARY CANCELLATION**

10.1. The Bank may cancel the Agreement in the ordinary manner under the terms set out in the Agreement, unless such ordinary cancellation is restricted by applicable law. The Bank has the right to cancel the Service Agreement exceptionally unilaterally without complying with the notice period if the Customer materially violates the contractual obligation. A material breach of a contractual obligation shall occur in particular where the Customer or a person related to the Customer violates an obligation the exact observance of which is a prerequisite for the maintenance of the Bank's interest in continuing to perform the Agreement; such an obligation shall be:

10.1.1. to enable the Bank to perform due diligence measures arising from the law, including the submission of correct, complete and realistic data upon identification process, as well as the submission of documents for verification of the data on which the identification process is based, as well as to enable the Bank to verify and update the information on a regular basis;

10.1.2. informing the Bank of changes in all service agreements entered into with the Bank or in the documents submitted to the Bank;

10.1.3. providing realistic data on their economic situation, if such information is essential for the Bank to decide whether to grant credit, accept a surety or perform other operations;

- 10.1.4. informing the Bank of the deterioration of its financial situation or of other circumstances which may prevent the proper performance of his or her obligations towards the Bank;
- 10.1.5. at the request of the Bank, submit data and documents proving the purpose and nature of the Customer's business or transaction or the legal origin of the money or other assets used in the transaction;
- 10.1.6. the Customer or a person related to the Customer does not, at the request of the Bank or a person belonging to the same group as the Bank, submit data and documents proving the legality of their economic activities or the legal origin of the money or other assets used in the transaction, use figureheads in the performance of transactions or otherwise suspect money laundering or terrorist financing against the Customer or a person related to the Bank;
- 10.1.7. the Customer violates an obligation arising from an agreement entered into with a Bank or a person belonging to the same group as the Bank, so the Bank has grounds to assume that the Customer will not perform his or her obligations properly in the future (e.g. the Customer has repeatedly delayed the performance of obligations);
- 10.1.8. according to the reasoned opinion of the Bank, circumstances that become known to the Bank may prevent the Customer from performing their obligations properly or have a significant adverse effect on the Customer's business or financial situation (e.g. bankruptcy or liquidation proceedings initiated against the Customer);
- 10.1.9. the Customer has caused a real risk of damage or risk of damage to the Bank or a person belonging to the same group by his or her actions or omission intentionally or through gross negligence;
- 10.1.10. the Customer or a person related to the Customer has been convicted of money laundering or terrorist financing or criminal offences in which, in the opinion of the Bank, there is a risk that the products and services offered by the Bank may be used for future criminal purposes or for the promotion of criminal activities, such as drug-related criminal offences and economic criminal offences, as well as systematic and/or large-scale criminal offences against property;
- 10.1.11. the Customer or a person related to him or her is from various sources (e.g. state bodies, national and international databases, correspondent banks, mass media) data related to or has been related to money laundering or terrorist financing, terrorism, circumvention of sanctions and/or criminal offences which, in the opinion of the Bank, present a risk that products and services provided by the Bank may subsequently be used for circumvention of sanctions or for criminal purposes or for the promotion of criminal activities, such as drug-related criminal offences and economic criminal offences, as well as systematic and/or large-scale criminal offences against property;
- 10.1.12. the Customer or a person related to the Customer has violated the requirements in force in the field of activity or, according to the Bank, does not comply with the requirements for responsible conduct and diligence in the respective field of activity, according to the competent authority or state body.
- 10.2. The Bank has the right to cancel the Service Agreement without prior notice even if the Customer has notified the Bank of the withdrawal of the consent given for the processing of personal data and without processing the personal data it is not possible to perform the Service Agreement with the Customer.

- 10.3. Upon cancellation of the Agreement, the Bank has the right to refuse to transfer assets to any account other than the Customer's account opened with a credit institution registered in, or having its place of business in, a Contracting State of the European Economic Area.
- 10.4. Prior to the extraordinary termination of the Service Agreement, the Bank shall fully consider all the circumstances and make a decision based on the principle of reasonableness.

## **11. RIGHTS OF THE BANK IN PREVENTING MONEY LAUNDERING AND TERRORIST FINANCING**

- 11.1. The Bank implements both the measures established by the Republic of Estonia and international measures to prevent money laundering, terrorist financing and tax evasion, as well as measures for the application of international sanctions. Due to the above, the Bank must have an overview of its Customers, persons related to them, the Customer's activities and the origin of his or her assets ('the Principle of know your customer or KYC').

### **11.2. Based on the principle of KYC, the Bank has the right and obligation:**

- 11.2.1. to request additional information about the Customer's economic activities upon concluding or performing the Service Agreement, which would reveal, inter alia, his or her exact field of activity, main contractual partners, turnover, share of cash and non-cash transactions, frequency of transactions, etc.;
- 11.2.2. to ask the Customer for additional information in order to find out the origin of the money or other assets used in the transactions, incl. to receive from the Customer the documents on which the transaction is based (such as sales contracts, delivery notes, customs documents, invoices, etc.) and / or details of the counterparty to the transaction or any other person involved in the transaction;
- 11.2.3. refuse to execute the transaction or return the funds received to the sender if the Customer fails to submit, at the request of the Bank, documents proving the legal origin of the money or other assets used in the transaction;
- 11.2.4. to regularly verify the correctness of the data on which the Customer's identity is established and to require the Customer to submit documents to that effect;
- 11.2.5. to suspend the execution of the Customer's instruction or the provision of services for such period as is necessary to obtain and assess additional information and documents to comply with anti-money laundering, counter-terrorist financing and sanctions requirements;
- 11.2.6. to impose temporary or permanent restrictions on the use of the Services.
- 11.3. The rights specified in Clause 11.2 are without prejudice to the exercise by the Bank of other rights related to the prevention of money laundering and terrorist financing.
- 11.4. The Bank is not obliged to accept incoming payments initiated from credit institutions located outside the Member States of the European Union (EU) and the European Economic Area (EEA). The Bank may, at its discretion, reject or return such payments without prior notice, in particular where the origin or purpose of the transaction is not sufficiently clear or gives rise to suspicions of money laundering or terrorist financing.
- 11.5. If the Customer fails to provide, at the Bank's request, sufficient information or documents regarding a transaction or the Customer's business activities that would enable the Bank to

comply with its statutory obligations relating to the prevention of money laundering and terrorist financing, the Bank has the right to refuse to execute the transaction.

## **12. LIABILITY**

- 12.1. The Bank and the Customer shall perform their obligations properly, in good faith, in a reasonable manner, with due diligence and taking into account established usages and practices between the Parties.
- 12.2. The Parties shall be liable for failure at fault to fulfil their obligations or for improper performance of their obligations.
- 12.3. The Parties shall not be liable for any breach of an obligation if caused by force majeure. Force majeure shall be deemed to be circumstances which could not be influenced by the obligated Party, including unlawful interference with the activities of the Party by third parties (e.g. bomb threat, bank robbery, etc.), as well as other events not influenced by the Party (e.g. strike, moratorium, blackout, failure of communication lines, general computer system disruption, activities of state authorities, etc.).
- 12.4. The Bank shall not be liable for services or information provided by third Parties through the Bank, or for indirect damages caused to the Customer (e.g. loss of income, etc.).
- 12.5. The Bank shall not be liable for damage caused by changes in the exchange rate or securities exchange rate or other investment risks.
- 12.6. The Bank shall not be liable for damage caused by the Bank's ignorance of deficiencies in the legal capacity of a legal person or by deficiencies in the legal capacity of a natural person.
- 12.7. The Bank shall not be liable for any damage suffered by the Customer if a transaction or operation has been performed using the Customer's identity document, personalised security element and/or other data, including as a result of their loss, theft, or otherwise coming into the possession of a third party or being used without authorisation, unless such exclusion of liability would be contrary to mandatory legal provisions.
- 12.8. The Bank shall also be liable for damage stemming from the Bank's intent or gross negligence.
- 12.9. The Customer is responsible for the fulfilment of the obligation to provide information and the accuracy of the data submitted to the Bank.
- 12.10. If the Customer fails to perform the obligation to provide information, the Bank shall assume the accuracy of the information at its disposal and shall not be liable for any damage caused by the Customer's and/or third parties' failure to provide the information.
- 12.11. The Customer is obliged to indemnify the Bank for the damage and costs caused by the submission of false data, failure to notify of changes in the data or failure to formalise the changes in the required form.

## **13. SETTLEMENT OF DISPUTES**

- 13.1. Disagreements between the bank and the customer will be resolved through negotiations.

- 13.2. If the dispute cannot be resolved immediately on the basis of an oral complaint, the Customer shall submit a complaint to the Bank regarding the Bank's activities in accordance with the process for handling complaints set forth by the Bank published on the Bank's website.
- 13.3. The Bank shall review the complaint and provide feedback to a natural person within 15 days and to a legal entity within 30 days from the date the complaint is received. If it is not possible to settle the complaint within this period, the Bank will inform the Customer and set a new reasonable time limit for responding to the complaint.
- 13.4. If no Agreement is reached, the Customer has the right to contact a competent out-of-court dispute resolution body or turn to a court, unless otherwise provided by law or contract. Disputes that cannot be resolved under the complaint handling procedure shall be settled under Estonian law in the court of the Bank's place of establishment, Harju County Court. This jurisdiction applies also if the Customer moves to a foreign country, transfers their place of residence or business abroad, or if the Customer's residence, place of business, or location is unknown at the time of filing the claim.
- 13.5. A natural person may seek advice from the Consumer Protection and Technical Regulatory Authority (phone 667 2000, e-mail [info@ttja.ee](mailto:info@ttja.ee), [www.ttja.ee](http://www.ttja.ee)) or submit a complaint to the Consumer Disputes Committee operating under the same authority. An application may be submitted through the dispute resolution self-service platform at [www.komisjon.ee/et/avalduse-esitamine](http://www.komisjon.ee/et/avalduse-esitamine), where the procedural rules of the committee are also available. In the case of disputes arising from online agreements, a natural person may also submit a complaint through the online dispute resolution platform at [consumer.ee](http://consumer.ee).
- 13.6. The activities of the Bank are supervised by the Financial Supervision and Resolution Authority (Sakala 4, 15030 Tallinn, phone 668 0500, e-mail [info@fi.ee](mailto:info@fi.ee), [www.fi.ee](http://www.fi.ee)). In matters related to the processing of personal data, you may contact the Data Protection Inspectorate (phone 627 4135, e-mail [info@aki.ee](mailto:info@aki.ee), [www.aki.ee](http://www.aki.ee)).