



GENERAL CONDITIONS

Effective as of 07.12.2022 (for Business Client), and 07.01.2023 (for Private Client)

1. GENERAL

- 1.1. The present terms and conditions of AS TBB pank (hereinafter: The Bank) (hereinafter: The General Terms and Conditions) shall apply to all legal and natural persons (hereinafter: The Client) using the Bank's services as well as a subsidiary AS TBB liising.
- 1.2. The General Terms and Conditions of the Bank establish the basic principles, rights and obligations of business relations between the Bank and the Client, the procedure for communication and the general terms for concluding, amending and terminating the Bank's service contracts.
- 1.3. The General Terms and Conditions have been developed by the Bank based on the valid legislation of the Republic of Estonia and good banking practice
- 1.4. The General Terms and Conditions, the Product Terms and Conditions and the Price List shall be made known by being displayed in all the client service areas of the branches of the bank and on the Bank website at www.tbb.ee

2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS AND OF THE PRODUCT TERMS AND CONDITIONS

- 2.1. The relations between the Bank and the Client shall be based on valid legislation of the Republic of Estonia, the General Terms and Conditions, the Product and/or Service Terms and Conditions (incl. Payment Terms) applicable at the Bank (hereinafter: the Product Terms and Conditions), any agreements between the Bank and the Client (hereinafter: the Agreement), the Bank's Price List (hereinafter: the Price List), good banking practices and the principles of good faith and reasonableness.
- 2.2. In the event of a conflict between the General Terms and Conditions and the terms and conditions of the Agreement or a conflict between the Product Terms and Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall apply.
- 2.3. The General Terms and Conditions shall apply to all the relations between the Bank and the Client valid during the term of the General Terms and Conditions. The General Terms and Conditions shall apply also to those contractual relations that have arisen prior to the entry into force of the General Terms and Conditions and are valid on the date of the entry into force of the General Terms and Conditions.
- 2.4. The Bank is entitled to unilaterally modify the General Terms and Conditions and the Product Terms and Conditions. The Bank shall inform private clients of changes to the General Terms and Conditions, Product Terms and Conditions and the Price List by displaying their amendments/new versions beforehand in the client service areas of the branches of the Bank and on the internet website of the Bank at least two (2) months prior to the entry into force of the amendments, whereupon the obligation of the Bank to notify its Clients shall be deemed to have been performed.
- 2.5. The Bank is entitled to unilaterally modify the General Terms and Conditions and the Product Terms and Conditions. The Bank shall inform business clients of

changes to the General Terms and Conditions, Product Terms and Conditions and the Price List by displaying their amendments/new versions beforehand in the client service areas of the branches of the Bank and on the internet website of the Bank at least one (1) month prior to the entry into force of the amendments, whereupon the obligation of the Bank to notify its Clients shall be deemed to have been performed.

- 2.6. If the amendments made by the Bank to the General Terms and Conditions, the Product Terms and Conditions and the Price List are not acceptable to the Client, the Client shall be entitled to terminate his/her Agreement(s) with the Bank by submitting a respective written notice to the Bank with a within the review term specified in clause 2.4. and 2.5. and by fulfilling all his/her obligations towards the Bank under the Agreement(s) beforehand.
- 2.7. If the Client has not terminated the contractual relations as per clause 2.4 or 2.5 of the General Terms and Conditions, it shall be deemed that he/she agrees to the supplements and/or amendments to the updated General Terms and Conditions, the Product Terms and Conditions and the Price List.
- 2.8. The Bank shall not inform the Client if the amendment of the price list is due to a reduction in the price of a banking service or the addition of a new service.

3. IDENTIFICATION OF THE CLIENT

- 3.1. The Bank shall identify the Client as well as his/her representative upon entering into an agreement or transaction. If the Bank has identified the person of the Client or his/her representative previously, the necessity of additional identification shall be decided by the Bank.
- 3.2. The Bank has the right to verify the validity of the identity documents presented for identification. For the verification of identity documents, the Bank shall be entitled to obtain personal data from the databases of state agencies that issued the documents.
- 3.3. Identification of a natural person means establishment and written or electronic recording of the person's first and last name, personal identification code or date of birth and place of residence, also name and number of his/her identification document, its number, date of issue, name of the issuer and other determination of other identification data.
- 3.4. The Client, who is a natural person and his/her representative, shall submit identification documents recognized as identity documents in Estonia at the request of the Bank.
- 3.5. Identification of a legal person means establishment and written or electronic recording of the entrepreneur's business name, registry code or registration number, field of activity, location address and contact details.
- 3.6. A legal person registered in the Republic of Estonia or a branch of a foreign company registered in the Republic of Estonia shall be identified based on a valid printout of the information in the relevant register and/or based on other documents required by the Bank.
- 3.7. A legal body registered abroad is identified upon presentation of the following documents: based on a valid printout of information in the relevant register or a

notarized copy of its registration certificate, which shall include the name of the legal person, its registration number, registration date, the name and country of location of the register, the date of issue of the document, the articles of association or partnership agreement, a document specifying the owners of the legal person, which shall include the details of the owners (name, address, personal identification code or registry code), a document specifying the election/appointment of the management of the legal person (management board, executive director) or other documents required by the Bank. The Bank has the right to request information about the founders, owners, management members, actual beneficiaries and other similar information of the legal person.

3.8. According to the Agreement concluded between the Bank and the Client, further identification of the Client or his/her representative for the purposes of concluding agreements, submitting orders, requests or applications, and signing the respective documents may take place through and/or by the means of technological channels accepted by the Bank.

4. REPRESENTATION

4.1. A natural person may affect transactions in person or through a representative. A legal person shall affect transactions through its representative.

4.2. Upon request of the Bank, a Client that is a natural person shall be obliged to affect a transaction in person and a Client who is a legal person through its legal representative.

4.3. The Bank shall have no obligation to accept rights of representation from which the intent of the Client does not result unambiguously and intelligibly.

4.4. A document proving the right of representation shall be in a form accepted by the Bank. The Bank shall be entitled to request that a power of attorney proving the right of representation prepared outside of the Bank is notarized or certified in an equivalent manner.

4.5. The Bank shall be entitled to require that a document containing the right of representation shall contain the scope of the power of attorney, the first and last name, personal identification code or date of birth or name and registry code or registration number of the person represented, the representative's first and last name, personal identification code or date of birth or the legal person's name and registry code or registration number, the right of delegation if this has been conferred on the representative, the date on which the power of attorney has been granted and the validity term of the power of attorney.

4.6. The Bank shall not be liable for transactions effected by a person without the right of representation and any consequences resulting therefrom if the Client has not appropriately performed the obligation of informing the Bank (clauses 9.3 and 9.4 of the General Terms and Conditions). The Client shall inform the Bank also when an entry about the right of representation has been made in a public register, information about it has been published via mass media, including in the form of official notices, or there is a judicial decision concerning the right of representation.

5. REQUIREMENTS FOR DOCUMENTS

5.1. The Client shall be obliged provide the Bank with original documents or with notarized or similarly certified copies thereof.

5.2. Documents issued in a foreign state shall be original documents or notarized or similarly certified copies, legalized or attested with certification (apostille) in lieu of legalization.

5.3. The Bank shall be entitled to retain documents provided by the Client or the Client's representative (except an identification document) or make a copy thereof.

5.4. In case of documents in a foreign language, the Bank shall be entitled to additionally request translation of such documents into Estonian or some other language designated by the Bank. The translation must be done by a sworn translator or the translator's signature must be notarized.

5.5. The Bank is entitled to presume the authenticity, validity and accuracy of any documents provided by the Client.

5.6. In case of doubt as to the authenticity of a provided document, the Bank shall have the right not to execute the transaction and request provision of additional information or documents.

6. CONCLUSION OF THE AGREEMENT

6.1. The Bank's relations with the Client shall be regulated with agreements in writing or in any other form unless a mandatory form of an agreement is provided by law.

6.2. The prerequisite of an agreement is that the Client accepts the General Terms and Conditions, Product Terms and Conditions and Price List of the Bank.

6.3. With regard to the public interest and the interest of the Bank and the Client, the Bank shall limit the circle of persons with whom it enters into contractual relations. Before entering an agreement, the Bank shall consider all the circumstances from all perspectives and refuses to conclude an agreement only for a compelling reason. The Bank has the right and obligation to refuse to enter an agreement with a party, in particular:

6.3.1. If the person or a related legal person has deliberately or due to gross negligence provided the Bank or a legal person belonging to the same consolidation group with the Bank with incorrect or incomplete information or refuses to provide information;

6.3.2. If the person or a related legal person fails to provide the Bank or a legal person belonging to the same consolidation group with the Bank with sufficient information or documents for identifying his/her person or certifying legal origin of their funds when requested to do so, or there is a suspicion of money laundering or terrorist financing in relation to it for some other reason;

6.3.3. If the person or a related legal person owes arrears to the Bank or a legal person in the same consolidation group as the Bank;

6.3.4. If an act or omission of the person or related legal person has caused or will cause loss or damage or a threat of actual loss or damage to the Bank or a legal person in the same consolidation group as the Bank;



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- 6.3.5. If the document provided to the Bank by the person has signs of forgery or does not otherwise comply with the requirements of the Bank;
- 6.3.6. If the person is, based on information from recognized and reliable sources (e.g. public authorities; international organizations, mass media), connected to organized crime, money laundering or terrorist financing;
- 6.3.7. If the capital of the person is formed of bearer shares or other bearer securities;
- 6.3.8. For some other compelling reason, in particular if conclusion of a bank account agreement is obstructed by a legal barrier such as restriction of active legal capacity or conflict or absence of the rights of representation.
- 6.4. The Bank shall be entitled to decide at its discretion whether to conclude a bank account agreement with a natural or legal person who is a non-resident of Estonia (e.g. a legal person registered in a low-tax foreign state).
- 6.5. When making a decision whether to decline to conclude a bank account agreement, the Bank shall consider the facts of each individual case in every respect and makes a decision on the basis of the principle of reasonableness.
- 6.6. The credit institution must reason their refusal to open a banking account to the person in writing, reproduceable form or electronically, the person must also be informed about the possibility to file a complaint about the refusal except for the cases stipulated in legal acts (e.g. Money Laundering and Terrorist Financing Prevention Act).

17 SIGNATURE

- 7.1. The Bank accepts the handwritten signature of the Client or his/her representative and the digital signature associated with the Estonian identity card.
- 7.2. The Bank and the Client have agreed that starting from the day specified by the Bank, the Parties may start to sign communication documents other than with the digital signature referred to in point 7.1., the certificate of which is issued by a certification service provider accepted by the Bank and which meets the Bank's requirements or, in cases agreed upon by the agreement, using codes transmitted in another manner regulated by the agreement.
- 7.3. The Bank has the right to demand signing at the Bank or, where this is impossible, notarization of the signature.

8. BANKING SECRECY AND PROCESSING OF CLIENT DATA

- 8.1. Banking secrecy shall encompass all information and assessments that have become known to the Bank about its Client or the Client of another credit institution. Information that is public or available from other sources in case of a legitimate interest, consolidated information based on which it is not possible to determine the details of an individual Client nor the individuals within a set characterized with consolidated data, and information about proper performance of the obligations of the Client towards the Bank are not considered banking secret.
- 8.2. The principles and purposes of processing of Client data and the rights and obligations of the Bank and the Client during processing of Client data, including during transmission of the data to third parties, are described in

the document "Client data processing principles" that forms an integral part of the present General Terms and Conditions.

- 8.3. The Client hereby agrees that the Bank may transfer Client data to third persons specified in the Client data processing principles and the Client shall not consider it to be in breach of the obligation to maintain banking secrecy.
- 8.4. The Client data processing principles is accessible at client service areas and on Bank's website www.tbb.ee.

9. INFORMATION EXCHANGE BETWEEN THE BANK AND THE CLIENT

- 9.1. The Bank shall forward information to the Client in its service areas, on its website, via mass media or by any other agreed manner. If necessary, the Bank shall send personal notifications by letter or other means of communication.
- 9.2. If the Client has submitted his/her contact details (telephone number, e-mail address, postal address) to the Bank, he/she has also given his/her consent to the Bank to send information of the Bank, Bank Group or a third person to the Client.
- 9.3. The Client shall immediately inform the Bank in writing or in some other previously agreed manner of all circumstances that are relevant to the given business relationship and/or affect or may affect the performance of the obligations by the Client or the Bank, including changes to his/her name, address or representative, loss or theft of the identification document or other means of identification of the Client and/or Client's representative (e.g. Internet Bank security feature) or no longer in the possession of the Client due some other reason against the Client's will, also of any changes in the rights of the legal representative of the Client and/or of the person authorized by the Client.
- 9.4. A legal persona shall inform the Bank also about any transformation, merger or division of the legal person, declaration of bankruptcy or opening of winding-up proceedings. The above notification obligation shall arise also when the above changes have been registered in a public register or published via mass media.
- 9.5. If the Client has failed to meet the notification obligation specified in clauses 9.3 and 9.4, the Bank shall presume the information at its disposal to be correct and shall not be liable for any loss or damage caused to the Client and/or third persons with the failure of the Client to perform its obligation of notifying the Bank.

10. CLIENT'S ORDERS

- 10.1. The Client shall communicate orders to the Bank in writing or in any other manner agreed between the parties.
- 10.2. The Bank shall be entitled to presume that the content of an order provided by the Client is consistent with the Client's intent.
- 10.3. The Bank shall accept for execution only those orders of the Client which have been appropriately and duly prepared, unambiguous, executable and which clearly indicate the intent of the Client. The client shall be responsible for any ambiguities, misunderstandings and

presentation mistakes in the order. In the event of a misunderstanding, the Bank shall be entitled to require additional information or additional documents from the Client or not to execute the order.

- 10.4.** The bank shall be entitled to record all orders submitted via communication means as well as any other operations during use of the services, and use the respective recordings, if necessary, for proving the orders provided by the Client or other operations.
- 10.5.** The Bank may fail to execute the order and send the payment back to the payer and/or impose restrictions on the execution of the order, if it results from the request of the Bank's correspondent bank, competent authority or the Bank's procedures (e.g. the implementation of a measure to prevent money laundering and terrorist financing or the application of international sanctions), if the payment is directly or indirectly related to the person, goods or service sanctioned or restricted by the EU, UN or the foreign country, or the transaction is otherwise contrary to the restrictions resulting from the international sanctions, as well as if the Client has not provided or refuses to provide the data and documents specified in chapter 21.

11. EXECUTION OF THE CLIENT'S ORDERS

- 11.1.** The Bank shall execute the orders of the Client accordance with the laws of the Republic of Estonia, other legal acts, the General Terms and Conditions and the Agreement between the Bank and the Client.
- 11.2.** Before executing an order, the bank has the right and obligation to require documented proof from the Client that the funds or other assets used for transaction are of lawful origin. The Bank has the right and obligation not to execute the Client's order if the Client fails to prove the origin of the funds or other assets to be used for executing a transaction or if the Bank has come to suspect money laundering or terrorist financing for some other reason.
- 11.3.** The Bank has the right to determine the manner of execution of the order proceeding from the practice and principles of sound banking or reject execution of the order in case the order of the Client is erroneous or faulty. The Bank is not responsible for orders executed based on the above nor for claims resulting from not executing the order.
- 11.4.** The Bank has the right not to execute the order of the Client if the order does not comply with the requirements stated in clause 10.3. Information about execution or rejecting execution of the order is available to the Client on the bank statement.
- 11.5.** The Client shall create all preconditions and condition under his/her control required for execution of his/her order. If the Client fails to meet this obligation, the Bank shall have the right to not execute the Client's order, whereas the Bank shall not assume any liability for any loss or damage caused to the Client and/or third parties by not executing the order.
- 11.6.** The Client has the right to only request the fulfilling of orders the content of which is presented in the Bank's price list or that the Bank and the Client have agreed separately upon.

- 11.7.** The Client has the right to withdraw his or her order if the Bank has not yet executed the order or no obligations to execute it have been undertaken in front of third parties.
- 11.8.** Bank shall not be responsible for the damage, inflicted to the Client due to misperformance or failure to perform client's orders, reasoned by the implementations of the provisions specified in the Law on the Prevention of Money Laundering and Terrorism Financing.
- 11.9.** Despite the declared turnover, the Client undertakes to inform the Bank in writing of the upcoming payment to its account in amount exceeding 750,000 euros and to request approval from the Bank to transfer the mentioned amount to its account. In case the Client does not submit the requested application on time, the Bank has the right to return the amount received to the Payer.

12. SETTLEMENTS IN FOREIGN CURRENCY

- 12.1.** The Bank shall have the right to apply to transactions or operations effected by the Client in a foreign currency all the terms and conditions and restrictions which have been established in the country of origin of this currency and/or which affect the Bank in effecting transactions or making investments in this currency.
- 12.2.** The Bank has the right to defer performance of obligations assumed in a foreign currency or implement restrictions in relation to it if this deferral or implementation of restrictions is due to force majeure in the country of origin of this currency. The above shall not apply to internal Bank transactions and also to offset transfers.
- 12.3.** Upon execution of transactions by the Client for which conversion of one currency into another is needed, the Bank shall apply the valid exchange rates of the Bank. The risk resulting from changes in the exchange rates of the foreign currencies in the account shall be borne by the Client.

13. SERVICE FEES AND ARREARS

- 13.1.** The list and prices of the services provided and transactions effected by the Bank for the Client are set out on the Price List. The Bank shall be entitled to charge and the Client shall be obliged to pay for the service provided the fee set with the Price List.
- 13.2.** The Bank and the Client may agree in the agreement on service prices that are different from those on the Price List.
- 13.3.** Additionally to what is set out with the Price List or separately concluded agreements, the Client shall pay the costs of any necessary operations executed by the Bank on in the interests of the Client or related to contractual relations (e.g. postal or telephone costs, notary fees, unforeseeable additional fees, storage fees etc.).
- 13.4.** The Price List shall be available to the Client at any time during Bank business days in the client service areas of any the Bank and around the clock on the Bank's website.
- 13.5.** Notices about changes to the Price List shall be transmitted according to the provisions in clause 2.4 and 2.5. of the General Terms and Conditions.

- 13.6.** Any service fees or other amounts or arrears payable shall be debited by the Bank from the Client's account specified in the Agreement.
- 13.7.** The Bank shall be entitled to choose the order in which service fees and other sums and arrears payable to the Bank are debited.
- 13.8.** If there are insufficient funds on the account for payment of service fees and other payables or arrears, the Bank has the right to withhold the service fees and other amounts or arrears payable from any account of the Client, including also from any foreign currency in the account, and from amounts received in the Client's accounts at any time; this also applies in case the Client has submitted other orders with respect to these sums, after the sums have become collectible and before their actual withholding by the Bank.
- 13.9.** If the Client fails to meet his/her obligation towards the Bank, the Client shall pay default interest and/or contractual penalty to the Bank pursuant to the Price List or the Agreement. The Bank shall begin to calculate default interest as of the date the debt incurred to the day the debt is paid.
- 13.10.** Information about withheld service fees specified on the Price List or in the Agreement and other amounts or debts is available to the Client on the account statement.

14. SECURING OF THE CLAIMS OF THE BANK

- 14.1.** The Bank shall be entitled to require collateral from the Client for securing due performance of all the contractual obligations of the Client.
- 14.2.** The Bank shall be entitled to require the Client to provide collateral or to increase any existing collateral if the circumstances underlying the relations between the Client and the Bank have changed and the said change is affecting or may affect due performance of the obligations of the Client. Such changes are:
- 14.2.1.** Deterioration or risk of deterioration of the economic situation of the Client;
- 14.2.2.** Decrease or risk of decrease of the value of the existing collateral;
- 14.2.3.** Other circumstances that affect or may affect the due performance of obligations.

15. ERRONEOUSLY EXECUTED TRANSFERS

- 15.1.** If an amount has erroneously been transferred onto the account of the Client or erroneously debited from the account to which the Client has not agreed to, the Client shall notify the Bank upon detection of such error immediately but not later than thirteen (13) months as of the date of execution of the transfer. The Client shall return the amount erroneously transferred onto his/her account.
- 15.2.** The Bank has the right to block any amounts erroneously transferred to the wrong account, which the Client has not returned voluntarily, without requesting the Client's consent and/or to debit the account for the same amounts. The Client shall submit an application to the Bank for returning erroneously debited amounts.
- 15.3.** The Client must shall be obliged to count to check any amounts being paid into the account in cash immediately upon receiving them and submit any complaints straight

away and on the spot
The Client is obliged to count cash amounts payable into the account before and cash amounts payable from the account immediately after receiving the cash and submit any complaints immediately and on spot.

16. BLOCKING OF THE ACCOUNT AND/OR SERVICE

- 16.1.** Blocking of an account means the partial or full suspensions of transactions with the amount in the account.
- 16.2.** As a rule, the Bank shall block the account or a service and lift the block based on the Client's order provided in writing or in some other manner agreed between the Bank and the Client.
- 16.3.** The Bank may block the account or a service also based on an oral order of the Client. In the case of doubt as to the identity of the person giving the order, the Bank shall be entitled to refuse from blocking the account or service or to require written confirmation of the order within the period specified by the Bank. If the Client does not provide written confirmation on time, the Bank shall be entitled to lift the block of the account or service.
- 16.4.** In cases provided for in clause 16.3, the Bank shall not be liable for any loss or damage resulting from not blocking the Client's account or service or lifting of the block.
- 16.5.** The Bank shall be entitled to block the Client's account or service if:
- 16.5.1.** The Client lacks funds to meet his/her obligations under the Agreement;
- 16.5.2.** The Bank has been provided with information proven by written documents about the Client's death;
- 16.5.3.** The Client does not provide documents required by the Bank or provides the Bank with contradictory documents about the persons having the right of representation or documents in the authenticity of which the Bank has a reason to doubt;
- 16.5.4.** The bank suspects the Client in money laundering, terrorist financing or other crime;
- 16.5.5.** The Bank suspects that the assets on the Client's account have been obtained as a result of crime;
- 16.5.6.** The Client refuses or fails to provide the Bank with the documents required by the Bank (e.g. a valid and, if necessary, duly authenticated registration certificate of a legal person who is a non-resident, a contract describing the origin of the Client's funds or the activities of the Client, information about the true beneficiary, etc.);
- 16.5.7.** The Bank suspects that the transaction, the Client or his/her related person is connected to a territory, area of activity or a person subject to international sanctions or other transaction restrictions;
- 16.5.8.** A legal person mediating the service has imposed restrictions on the transaction, state, territory, currency, area of activity or person;
- 16.5.9.** According to the estimations of the Bank, blocking is necessary to avoid damages to the Bank or a third person.
- 16.5.10.** The bank suspects a breach of international sanctions.
- 16.6.** The Bank shall lift the block once the circumstances underlying the block have become devoid.
- 16.7.** The Bank shall not be liable for damages resulting from blocking of the Client's account or service.



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17. TERMINATION AND ORDINARY TERMINATION OF THE BANK ACCOUNT AGREEMENT AND CLOSURE OF THE ACCOUNT

- 17.1. Generally, the bank account agreement of indefinite duration concluded between the Bank and the Client shall be terminated and the account shall be closed on the basis of the Client's respective order provided in writing or in some other previously agreed manner.
- 17.2. The Bank has the right to unilaterally terminate the termless bank account agreement with a two-month notice period and close the account.
- 17.3. The Bank has the right to terminate the termless bank account agreement on the general grounds set out in the law, even if no bank operations have been performed on the account during the last year. In this case, the transactions made by the Bank without the Client's order are not considered bank operations.
- 17.4. As the moment of closing of the account, all agreements related to the use of the account shall be deemed ended and the due dates of the contractual obligations matured.
- 17.5. Before closing the account, the Bank shall transfer to the Client's account all interest payable by the Bank and shall withhold from the account all service fees and Client's debts to the Bank and pay the balance of the account out to the Client or to a third party designated by him/her or transfer it into the account indicated by the Client.
- 17.6. The credit institution must reason closing the person's banking account in written, reproduceable or electronic form, the person must also be informed about the possibility to file a complaint about the closing except for the cases stipulated in legal acts (e.g. Money Laundering and Terrorist Financing Prevention Act)
- 17.7. In the event of the death of a natural person, the Bank shall close the account after all disbursements based on documents proving the right of succession specified in legislation.
- 17.8. A closed account cannot be reopened.

18. RESTRICTION ON USE OF THE ACCOUNT. SEIZURE OF AN ACCOUNT

- 18.1. Use of the Client's account may be restricted or seized only in cases and as provided by law.
- 18.2. The Client shall be obliged to compensate reasoned costs related to execution of seizure of the account to the Bank according to the Price List.
- 18.3. The Bank shall release the account of the Client from use restriction or seizure based on the decision of the authority who issued the use restriction or seizure decision, decree or order or decision of the court.

19. SET-OFF

- 19.1. Unless agreed otherwise or provided otherwise by law, the Bank has the right to set off reciprocal claims.
- 19.2. As priority, the Bank is entitled to withhold from the Client's accounts amounts payable to the Bank that have become

chargeable even if other payments have been filed by the Client or third parties after these payables became due and before their actual withholding, unless otherwise provided by law.

- 19.3. The Bank shall notify the Client about the set-off performed in accordance with the Agreement or as provided by law.

20. EXTRAORDINARY CANCELLATION OF THE AGREEMENT

- 20.1. The Bank has the right to unilaterally terminate the agreement for a good reason without following the notice period (extraordinary termination), if the Client violates the obligation stipulated in clauses 20.1.1 - 20.1.6 of these General Terms and Conditions, the exact fulfilment of which is a prerequisite for the Bank to continue to fulfil the agreement.

The reason is good, if the Client or a person related to it does not fulfil the obligations stipulated in these General Terms and Conditions or violates the obligations arising from the agreement, as a result of which the Bank cannot fulfil the obligations set for it or the terms of the agreement, including:

- 20.1.1. The Client does not provide the Bank with correct and complete data and the required documents to identify his or her identity and to fulfil other legal due diligence measures, or the submitted documents do not meet the Bank's requirements;
- 20.1.2. The Client does not notify the Bank of the changes in the data specified in the agreement concluded with the Bank or in the document submitted to the Bank;
- 20.1.3. The Client intentionally or due to gross negligence violates the contractual obligations entered into with the Bank or a legal person belonging to the same consolidation group as the Bank, or is in a long-term delay;
- 20.1.4. The Client violates the contractual obligations entered into by the Bank or legal persons belonging to the same consolidation group as the Bank, giving a good reason to assume that it will not fulfil the obligations arising from the agreement in the future (long-term delay in fulfilling the obligation);
- 20.1.5. The Client does not provide factual information about its economic activity and economic situation, if such information is necessary for the Bank to provide services or for an operation that entails a risk for the Bank;
- 20.1.6. At the request of the Bank or a legal person belonging to the same consolidation group as the Bank, the Client does not provide data and documents that would prove the purpose and nature of the economic activity or transaction of the Client or the person related to it or the legal origin of the money or other property used in the transaction, or if the data and documents provided do not remove the Bank's suspicion that the Client's business activities may be related to illegal transactions, terrorist financing, money laundering or evasion of international sanctions;

- 20.2. The Bank may terminate the agreement extraordinarily, without following the notice period, for a good reason, if, taking into account the interests of both parties, the continuation of the agreement cannot be expected, especially if:

- 20.2.1. The Bank is not able to comply with the due diligence measures stipulated in the legislation in relation to the Client for reasons arising from the Client;
- 20.2.2. The Client or the person related to it uses a front man when making a transaction, or the Bank suspects money laundering or terrorist financing against the Client or a person related to it for some other reason;
- 20.2.3. The data and documents submitted by the Client or the person related to it do not eliminate the Bank's suspicion that the personal activity of the Client or its related person may be related to illegal transactions, terrorist financing or money laundering or violate a sanction;
- 20.2.4. According to the Bank's risk appetite the provision of services to the Client does not correspond to the Bank's business plan and business strategy, and the impact of the identified negative risks on the Bank's business activities is critical and may lead to business failures or significant reputational damage;
- 20.2.5. The action or inaction of the person or a legal person related to it has caused damage to the Bank or a legal person belonging to the same consolidation group as the Bank or a real threat of damage;
- 20.2.6. The Client or a person related to it is operating without having an activity permit, license or registration prescribed by the legislation of the Republic of Estonia;
- 20.2.7. According to the Bank, the Client or a person related to it operates in an area of activity or in a country where there is a high risk of terrorist financing or money laundering;
- 20.2.8. A payment initiated by the Client or a payment received by the Client or an operation performed using other bank services that is performed in the interest of the Client is, in the justified opinion of the Bank, directly or indirectly related to a person, country or goods/services, if a sanction is applied to them;
- 20.2.9. If the Client or a person related to it has been convicted of money laundering or terrorist financing or crimes in which, in the Bank's opinion, there is a risk that the products and services offered by the Bank may be used for criminal purposes in the future;
- 20.2.10. If the state refuses to issue the Client an e-resident digital identity card or suspends or cancels its validity;
- 20.2.11. The termination of the agreement is required by a supervisory authority or other government agency;
- 20.2.12. The termination of the agreement is required by the operator of the international settlement system, correspondent bank, competent authority or other service intermediary;
- 20.2.13. The Client is not considered a qualifying person based on any tax information exchange rules;
- 20.2.14. The bank account agreements concluded with the Client have been terminated.
- 20.3.** Starting from the moment the Client's account is closed, all agreements related to the account are considered terminated and the deadline for fulfilling the obligations arising from these agreements as arrived.
- 20.4.** Before the extraordinary termination of the agreement, the Bank thoroughly considers all circumstances and makes a decision based on the principle of reasonableness.

21. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING AND IMPLEMENTATION OF INTERNATIONAL SANCTIONS

- 21.1.** In order to prevent money laundering and terrorist financing and to implement international sanctions the Bank has the right to:
 - 21.1.1. Regularly check the data and documents underlying the Client's identification and to request the Client to update the data or submit additional information and documents;
 - 21.1.2. Identify the Client or the representative of the Client anew if the Bank doubts the accuracy of the information received during the initial identification;
 - 21.1.3. Impose temporary or permanent restrictions on the use of the service;
 - 21.1.4. Require documents and data about the Client's economic activity, including the data about the Client's contractual partners, planned turnover, proportion of payments and cash transactions, as well as the data about the purpose, nature of the transaction, origin of the assets used in the transactions and the Client's financial condition (wealth);
 - 21.1.5. Require the data and documents underlying the transactions from the Client (including contracts for the purchase and sale of goods or services, delivery, transport, storage, etc.), as well as the data or documents about the counterparty of the transaction, intermediary, forwarder, beneficial owner or other person or circumstance related to the transaction.
- 21.2.** The Bank has the right not to execute the Client's order, if the Client does not meet the requirements of clauses 21.1.4 and 21.1.5 of the General Terms and Conditions.

22. LIABILITY

- 22.1.** The Client and the Bank shall perform their obligations arising from the Transaction Relations duly, in good faith, reasonably, in compliance with due diligence requirements and pursuant to the customs and usual practices.
- 22.2.** The Parties shall be liable for damage caused to one Party by failure to perform or improper performance of its obligations by the other Party.
- 22.3.** The Client shall not be liable for breach of his/her obligations if he/she proves that failure to perform or duly perform the obligations results from due to force majeure.
- 22.4.** The Bank shall not be liable for damage caused to the Client due to force majeure, incl. due to unlawful disruption of the Bank's operations by third parties (bomb threats, bank robberies), also any other events not caused by the Bank (e.g. strike, moratorium, power failure, malfunction of public communications lines, etc.) or the actions of public authorities.
- 22.5.** The Bank shall not be liable for the services or information provided by third parties through the Bank.
- 22.6.** The Bank shall not be liable for damage caused by changes in currency or securities rates or by any other investment risks.
- 22.7.** The Bank shall not be liable for damages caused by the Bank's unawareness of the absence of the legal capacity of a legal person or the absence of the active legal capacity or capacity to exercise will of a natural person.



GENERAL CONDITIONS

Effective as of 07.12.2022 (for Business Client), and 07.01.2023 (for Private Client)

23. SETTLEMENT OF DISPUTES AND COMPLAINTS.

- 23.1. The client has the right to file a complaint verbally or in writing through the client support service, in the service halls, by e-mail or by telephone. In case the dispute cannot be solved on the spot, the interested Party may submit a written complaint to the Bank.
- 23.2. A verbal complaint is considered by the Bank's employee who accepts it as soon as possible.
- 23.3. If the Client's verbal complaint requires additional verification, the Bank is entitled to request a complaint from the Client in writing.
- 23.4. The complaint must include the circumstances which are the basis for the complaint and a reference to the document about which the complaint is presented. If the document that the complaint is based on is not readily available to the Bank, the Client must add the document to their complaint.
- 23.5. The Bank responds to the complaint in writing or in any other way agreed with the Client at the earliest opportunity, but no later than within 30 calendar days from the receipt of the complaint, for the Consumer's Client a deadline for replying is 15 calendar days. The Bank may extend the time period for consideration of the complaint for valid reasons by notifying the Client.
- 23.6. If the statements indicated in the complaint are justified, the Bank immediately restores the violated rights of the Client or offers another solution.
- 23.7. If during the negotiations the agreement is not reached, the Client has the right to apply to the Financial Supervision Authority (Sakala 4, 15030 Tallinn, www.fi.ee), and the Consumer's Client can also apply to the Consumer Disputes Commission (www.tarbijakaitseamet.ee) and on the protection of personal data in accordance with the procedure for processing data of the Bank's client to the Data Protection Inspectorate (www.aki.ee). In addition, the Client has the right to go to court, about which you can get information on the page www.kohus.ee.

General conditions are drawn up in Estonian. In the event of a conflict in the translation, the basis is the text in Estonian.

The present version of the General Terms and Conditions of the AS TBB pank has been approved by the Management Board of AS TBB pank on 4.11.2022