

GENERAL TERMS AND CONDITIONS FOR REQUEST FOR TRANSFER OF THE EXECUTING BANK

1 Service

1.1 Authorizations

The Bank is authorised to accept and execute any and all Transfer Requests received by the Bank from the Forwarding Bank. The authorisation concerns transfer of funds from the Customer's account(s) held with the Bank specified in the Agreement on Transfer Requests.

The Instructing Party is authorised by the Customer to initiate Transfer Requests for and on behalf of the Customer to the Bank through the Forwarding Bank.

The Bank shall treat Transfer Requests received from the Forwarding Bank as fully authorised by the Customer. The Bank shall have duly carried out its duties under the Agreement when it has acted in conformity with the Transfer Request received from the Forwarding Bank.

The transmission of Transfer Requests will commence vis-à-vis the Bank as soon as the Bank and the Forwarding Bank have confirmed each other their acceptance of the Customer's authorization.

1.2 Disclosure of Customer Information

The Customer confirms that the Bank is entitled to disclose details of the Agreement to the Forwarding Bank and to provide the Forwarding Bank with the relevant information concerning the Customer and/or the Instructing Party that is required or desirable for rendering this service.

1.3 Execution of Transfer Requests

Any Transfer Request will be executed subject to the Bank's at any time prevailing terms and conditions applicable to domestic or foreign (as the case may be) payment transfers.

2 Cancellation of Transfer Request

A Transfer Request is irrevocable once it has been transmitted to the Bank. If requested to revoke a Transfer Request the Bank will use its reasonable endeavours to do so provided that the Transfer Request has not been processed already.

3 Fees and charges

The Bank shall be entitled to charge to the Customer's account all fees and charges relating to this service in accordance with the at any time prevailing price list or as per separate agreement, as the case may be.

4 Liability of the Customer

The Customer shall compensate the Bank for any loss or damage caused to the Bank arising from the processing of incoming Transfer Requests.

The Customer is solely responsible for the Instructing Party and the Forwarding Bank being and continuing to be authorized to respectively initiate and intermediate Transfer Requests to the Bank.

The Customer shall immediately inform the Bank and the Forwarding Bank of any changes in or termination of the Instructing Party's authorization to initiate Transfer Requests on behalf of the Customer.

The Customer undertakes not to make any arrangements with the Forwarding Bank, which would conflict with the Agreement.

5 Liability of the Bank

The Bank is not liable for any loss or damage caused to the Customer due to erroneous or insufficient data regarding a Transfer Request, including any Transfer Request not being received by the Bank for whatever reason, and including, without limitation, any such occurrences as may be due to any suspension or

interruption of the Bank's systems or operations.

The Bank shall not be liable for any consequential or indirect loss or damage caused to the Customer.

The Customer shall not be entitled to any compensation due to the termination of the Agreement or the termination of the service.

The Bank shall not be held liable for any loss or damage arising out of any legal enactment, or any measure undertaken by any public authority, war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Bank itself, in whole or in part, takes such measures, or is, in whole or in part, subject to such measures.

The Bank shall not, in the absence of gross negligence or wilful default, indemnify any loss or damage that may arise in connection with the Agreement.

6 Assignment

The Bank shall be entitled to assign its rights and transfer its obligations under the Agreement to any bank belonging to the Luminor Group AB group. The Customer may not assign any of its rights or transfer any of its obligations under the Agreement.

7 Validity and Termination of the Agreement

The Agreement shall only be effective to the extent that the Bank and the Forwarding Bank have entered between themselves into agreements in respect of Transfer Requests.

The Customer may terminate the Agreement upon 14 days prior written notice of termination to the Bank.

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termination or with immediate effect if the Customer is in breach of its obligations under the Agreement or if any service provided under the Agreement is or is capable of being interrupted in accordance with Clause 8.

The Bank may consider the Agreement terminated if it has not received any Transfer Request for a period of no less than one year.

Upon termination of the Agreement the Bank is entitled, but not obliged, to carry out Transfer Requests received by it prior to the termination of the Agreement. The Instructing Party will be notified accordingly.

8 Interruption in Services Provision

The Bank shall be entitled to interrupt its services to the Customer if an application is made to place the Customer in liquidation or to declare the Customer bankrupt, or if corporate restructuring proceedings are applied for, or if the Customer suspends payments, or if distraint, execution or a corresponding measure of execution is enforced on funds in the Customer's account. The Bank shall be also entitled to interrupt the provision of services when it has reason to suspect fraudulent use of the service or activities that are in breach of the law or the Agreement.

9 Applicable Law and Jurisdiction

The Agreement and legal matters related to it shall be governed by and construed in accordance with Estonian laws.

The Customer and the Bank agree that the courts of Estonia shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes, which may arise out of or in connection with the Agreement and any legal matter related to it and for such purposes hereby irrevocably submit to the jurisdiction of such court.