

## STANDARD TERMS AND CONDITIONS FOR PROVISION OF PAYMENT SERVICES

Applicable from 1 April 2018 for Danske Bank A/S Estonia branch, Danske Bank A/S Latvia branch and Danske Bank A/S Lithuania branch

### 1. GENERAL PROVISIONS

**1.1.** The standard terms and conditions for provision of payment services are applicable for Customers of Danske Bank A/S Estonia branch, Danske Bank A/S Latvia branch and Danske Bank A/S Lithuania branch to all payments initiated at the respective Bank and received by the respective Bank.

**1.2.** The following definitions are used:

**Account** is a current account opened by the Bank for a Customer under the Current Account Agreement pursuant to which the Bank keeps the funds received by the Customer and which are used in the name of the Customer for the execution of Payment transactions.

**Agreement** is a Current Account Agreement, a single payment agreement and/or any other agreement concluded between the Bank and a Customer for the provision of Payment services.

**Banking channel** is a physical or electronic environment made available to the Customer by the Bank for the provision of Payment services, such as the Bank's place of Service (incl. Danske Bank Business Centres), Business Online, Danske eBank, Danske Telephone Bank, Danske mBank, Danske LiveGate, SWIFT or another environment made available by the Bank for the provision of Payment services.

**Bank's value date** is a Business day when the right to use the amount of the Payment transaction is transferred from the Payer's PSP to the Payment Intermediary or to the Payee's PSP.

**BIC (Bank Identification Code)** is a business identifier code that unambiguously identifies a PSP, the elements of which are specified by the ISO.

**Business Customer Group** is a Business Customer and an entity (including any business unit or branch) controlling, controlled by or under common Control of the respective Business Customer, as the case may be.

**Business day** is a day when the Payer's PSP, the Payee's PSP, the Payment Intermediary or TARGET2 is open for the settlement necessary for executing Payment transaction for the provision of the respective Payment service. The different Payment services and currencies may have different Business days, depending *inter alia* on holidays at the Place of Service and in the country of origin of relevant payment currency.

**Business Online** is an electronic Banking channel via which the Customers can submit Payment orders and to use other services related to their accounts with the Bank. The Business Online is available for Business Customers only that are concluded the relevant agreements with Danske Bank A/S.

**Conditions** are the General Conditions, the Agreements, the Payment Conditions, the Annex to the Payment Conditions and the Price List of the Bank, which provides the Payment services to a Customer.

**Current Account Agreement** is the Agreement between the Bank and a Customer, which includes the obligation to open and the conditions for holding an Account in the Customer's behalf for executing Payment transactions.

**Customer** is a natural or legal person holding an Account with the Bank and allowing a Payment order from the Account, or, where there is no Account with the Bank, a natural or legal person accepted by the Bank who gives a Payment order for the execution to the Bank, or a natural or legal person who is the intended recipient of funds in the Account with the Bank, which have been the subject of a Payment transaction.

**Cut-off time** is the time, which is the basis for calculation of the Bank's value date. If the Payment order is submitted to the Bank after the Cut-off time, the Bank's value date is postponed one Business day. On Business days preceding national and public holidays at the Place of Service, the Cut-off time is pursuant to the legislation applicable at the Place of Service, whether one (1) or three (3) hours shorter than the Cut-off time indicated in the Annex to the Payment Conditions.

**Danske Group Payment** is a Payment service of the Bank to be executed by the Bank to the Payee's account with a Group Entity as a PSP under the Payment order given by the Payer to the Bank.

**Danske LiveGate** is an electronic Banking channel available for Business Customers via which they can send Payment orders to the Bank, receive regular information about their status as well as use a variety of information services related to their accounts with the Bank, according to the Agreement concluded between the Parties.

**Danske mBank** is an electronic Banking channel using a mobile device and the Danske respective application via which Customers can receive different information and Payment services related to their accounts according to the Agreement concluded between the Parties.

**Danske Telephone Bank** is a Banking channel using phone call via which the Customers can receive different information and Payment services related to their accounts according to the Agreement concluded between the Parties.

**Domestic Payment** is a Payment service of the Bank to be executed by the Bank to the Payee's account with a PSP registered at the Place of Service under the Payment order given by the Payer to the Bank in euros (EUR).

**Domestic Urgent Payment** is a Domestic Payment to be taken by the Bank for special handling and is processed immediately and reaches the Payee's account no later than 30 minutes after receiving the Payment order by the Bank. It is a condition for this payment that the Payee's account is held with a PSP participating in TARGET2.

**EU Payment** is a Payment service of the Bank to be initiated in euro (EUR) if the Payee's PSP and the Payer's PSP are situated in the European Economic Area and the Payment order contains the correct IBAN. This Payment service is only available as a normal payment and with the type of Service fee "shared".

**Foreign currency** is a currency other than euro (EUR) accepted by the Bank.

**Foreign Payment** is a Payment service of the Bank to be executed to the Payee's PSP acting on behalf of the Payee, if the Payment order is given by the Payer to the Bank in Foreign currency or the Payment order is in euro (EUR) which does not comply with the conditions of the Danske Group Payment, Domestic Payment, Domestic Urgent Payment, EU Payment, Intra-bank Payment or Intracompany Payment within Danske Group.

**General Conditions** are the general terms and conditions of the Bank, which set out the general principles and the procedure for communicating with and serving customers as well as the general terms and conditions for conducting transactions between the Banks and their Customers.

**IBAN (International Bank Account Number)** is a combination of letters and numbers attached to all accounts in the European Economic Area. IBAN as a unique identifier is assigned to the customer by the PSP and provided by the customer to identify unambiguously the customer of the other PSP or the payment account thereof used in the Payment transaction.

**Incoming Foreign Payment** is a Payment service of the Bank where the payment currency is Foreign currency or the payment is in euro (EUR), and this does not comply with the conditions of Incoming SEPA Payment.

**Incoming SEPA Payment** is a Payment service of the Bank initiated in euro (EUR) where the Payer's PSP is situated in the European Economic Area and the Payment order contains the correct IBAN.

**Intra-bank Payment** is a Payment service of the Bank to be executed to the Payee's Account with the same Bank under the Payment order given by the Payer to the Bank in euro (EUR) or in a Foreign currency.

**Intracompany Payment within Danske Group** is a Payment service of the Bank available to a Business Customer belonging to the Business Customer Group or a Customer belonging to the Customers' group, as the case may be, and which is executed to the Group Entity as a PSP, which holds another account on behalf of the Business Customer belonging to the Business Customer Group or the Customer belonging to the Customers' group. The list of persons belonging to the Business Customer Group or the Customers' group, as the case may be, is specified by the application submitted by the Customer to the Bank.

**ISO** is the International Organisation for Standardisation, a voluntary nontreaty organisation, responsible for creating international standards in many areas, including computers and communications.

**Payee** is a natural or legal person whose account is credited according to the Payment order.

**Payer** is a natural or a legal person who gives a Payment order to the Bank to debit the Account.

**Payment Conditions** are these standard terms and conditions for provision of Payment services, all amendments and annexes hereto. The Payment Conditions are annexed to every Agreement.

**Payment instrument** is any personalised device and/or set of procedures (e.g. payment cards) agreed between the Bank and the Customer, which the Customer uses for initiating a Payment order.

The monthly and/or weekly and/or daily limits of the Payment instrument, as well as the limits of a single Payment transaction are stipulated in the respective Agreement and/or in the Price List.

**Payment Intermediary** is a person (e.g. a correspondent bank involved in the execution of the Payment transaction with the Bank, payment system organiser) who participates in the execution of a Payment transaction upon agreement with the Bank or the PSP of the Payee and who is neither the Payer nor the Payee.

**Payment order** is any instruction for executing a Payment transaction given by the initiator of the payment to the PSP.

**Payment services** are payment services as they are defined in the legislation applicable at the Place of Service to be provided by the Bank to its Customers pursuant to the Conditions.

**Payment service provider (PSP)** is any credit, e-money or payment institution providing payment services, including the Bank.

**Payment transaction** is an act initiated by the Payer or on the Payer's behalf or by the Payee to place, transfer or withdraw funds, irrespective of any legal relationship between the Payer and the Payee constituting the basis thereof.

**TARGET2** is a payment system enabling European Union banks to transfer money between each other in real time.

The other definitions used in the Payment Conditions have the same meaning as set out in the General Conditions.

**1.3.** The main characteristics of the Payment services are described in these Payment Conditions, in the Agreements on the Bank's website and at the Bank's place of Service.

**1.4.** By signing the Agreement the Customer represents and warrants that the Customer has read, understood and agrees to comply with the Payment Conditions.

**1.5.** The Customer is entitled to receive, on request, the Conditions on paper or on another durable medium. The General Conditions, the Service Conditions of the respective Agreements, the Payment Conditions and the Price List are available at the Bank's place of Service and on the Bank's website.

**1.6.** Notices, exchange of information, means and language of communication are stipulated in the General Conditions.

**1.7.** The Bank is entitled to terminate at any time the offer to initiate Payment orders, which are executed faster (i.e. urgent payments, extra urgent payments) than normal payments, informing the Customers hereof via the Bank's website and the Bank's place of Service.

## 2. EXECUTION OF PAYMENT ORDERS

**2.1.** The Bank executes the Payment orders, initiated by the Payer, and credits the payments received on behalf of the Payee to the Account pursuant to the terms and conditions of the Agreement, the Payment Conditions, the General Conditions, the Price List and law of the Place of Service. The Payment Conditions are annexed to every Agreement.

**2.2.** The Customer must complete all the required by the Bank fields in the Payment order using the Latin alphabet or other alphabet acceptable to the Bank and submit the Payment order to the Bank in writing or otherwise as agreed between the Parties. Upon demand from the Bank, the Customer must present documents to the Bank, confirming legal origin of the funds used in the Payment transaction.

**2.3.** The Bank is entitled to presume that the content of the Payment order submitted by the Customer corresponds to the intent of the Customer. The Bank is not liable for an erroneous payment made due to incorrect and/or unclear information provided by the Customer and for translations made and for false interpretations of Payment orders submitted by the Customer.

**2.4.** The Bank may provide the "wait for funds" functionality in Danske eBank and Danske mBank and when the Customer has chosen it, then in case of insufficient funds on the Account at the time of initiating of the Payment order, the payment will be postponed until Account balance becomes sufficient to execute given Payment order. Maximum number of days during which the payment execution will be postponed is 7 (seven) calendar days and after that the Payment order is rejected. The usage of "wait for funds" functionality postpones respectively Bank's value date and crediting of Payees account.

**2.5.** If a Payment order submitted by the Customer contains mistakes or omissions, the Bank may execute the Payment order in accordance with good banking practice, or refuse to execute the Payment order.

**2.6.** The Payment order is binding on the Customer after the Payment order has been authorised by the Customer. Payment orders submitted by the Customer at the Bank's place of Service are authorised by the Customer by signing the Payment order. In other

Banking channels, the Customer must authorise Payment orders in compliance with the terms and conditions stipulated in the relevant Agreement or in the manner made available by the Bank.

**2.7.** The Payment order authorised by the Customer is binding on the Bank from the moment the Bank has received the order.

**2.8.** A Payment order is deemed to have been received in the Business day of the Bank when the Payer submits the Payment order to the Bank.

**2.9.** If the Customer submits the Payment order to the Bank on a day, that is not a Business day of the Bank, the Payment order is deemed to be received on the next Business day (unless otherwise specified in the Annex to the Payment Conditions)

**2.10.** If a Payment order is initiated with a future date, the Bank will be deemed to have received the Payment order on that date as stipulated in the Payment order. If the above day is not a Business day of the Bank, the Payment order will be deemed to have been received by the Bank on the next Business day, unless otherwise agreed between the Parties.

**2.11.** The Bank may examine the content of the Payment order as well as check whether the Payment order includes all data required by the Bank, authorised/signed by the Customer and there are sufficient funds in the Account to execute the Payment order.

**2.12.** The Bank credits the payments received to the Account and returns payments, subject to refund pursuant to the Conditions, to the Account in accordance with the IBAN. If the Payment order is executed in accordance with IBAN stated in the Payment order, it must be deemed to have been duly executed. The Bank is not obliged to verify whether or not the provided IBAN matches the name (name and surname/legal entity's business name) and other data of the Payee.

**2.13.** The Bank is entitled to select a Payment Intermediary via which to execute the Payment order. The Bank forwards to the Payment Intermediary, the Payee's PSP and the Payee the relevant Payer's data (e.g. Payer's IBAN, Payer's address).

**2.14.** The Bank debits the amount of the Payment order from the Account usually on the day specified by the Customer in the Payment order but not earlier than the Payment order is deemed to have been received by the Bank.

**2.15.** The Bank executes payments in all currencies quoted by the Bank, unless otherwise stipulated by the Price List or on the Bank's website.

**2.16.** If the Customer has submitted several Payment orders at a time to the Bank, the Bank is entitled to execute the Payment orders in any sequence at its own discretion.

**2.17.** A Payment order may be revoked, if the Bank by receiving the application for revoking a payment, has not started processing it.

**2.18.** In order to revoke a Payment order, given or forwarded to the Bank, the Customer must submit an application to the Bank. The application must state all the relevant details of the Payment order to be revoked as well as the reason thereof.

**2.19.** The Bank's services deriving from revoking of the Payment order are charged by the Bank pursuant to the Price List.

**2.20.** If the revoked payment is returned, the Bank must credit the refunded amount to the Account, from which the payment was made, unless otherwise instructed by the Customer. The Bank will not refund the Service fee charged for executing the payment.

**2.21.** If the Customer submits an application to the Bank for revoking a Payment order and the Payment order cannot be revoked, the Bank shall make every effort to inform the Payment Intermediary, the Payee's PSP or the Payee (if this is possible) of the application to revoke the Payment order. In this case, the amount of a Payment transaction can be revoked only subject to the consent of the Payment Intermediary/Payee's PSP (if the amount of the Payment transaction is still at their disposal) or subject to the consent of the Payee (if the amount of the payment has already been credited to the Payee's account). If the payment amount has been received by the Bank, the Bank credits the refunded amount to the Customer's Account, unless otherwise instructed by the Customer. The Bank is entitled to charge the Customer a Service fee pursuant to the Price List regardless of whether the Bank was successful or not in returning the payment amount to the Customer.

**2.22.** If the Bank refuses to execute a Payment order, the Bank notifies the Customer thereof and, if possible and not prohibited by the legislation applicable at the Place of Service, states the reason for refusal and gives to the Customer further instructions. The Bank is entitled to charge the Customer a Service fee for this notification.

**2.23.** For Customer holding an Account with the Bank the Bank submits the information about the execution of Payment orders on the statement of the Account. The Bank is entitled to set a period for which information in the statement about transactions is provided. The Customer can receive the statement as follows:

**2.23.1.** the Customer can receive it directly from the Bank's employee at the Bank's place of Service;

**2.23.2.** Customers, using Danske eBank, may print out the statement themselves;

**2.23.3.** the Customer can receive the statement from the Bank in any other agreed upon manner under an agreement concluded between the Customer and the Bank, and/or at the Customer's request.

**2.24.** The Customer who is a Consumer, is entitled to receive a statement of the Account free of charge as follows:

**2.24.1.** Consumers, using Danske eBank, may print out the statement containing the information about transactions executed in the Account within a period not exceeding 3 (three) months themselves (or load down the statement). In such cases statements are provided free of charge irrespective of frequency.

**2.24.2.** the Consumer who is not a user of Danske eBank may once per month receive for free of charge and directly from the Bank's employee at the Bank's place of Service a statement containing information about transactions executed in the Account within current and/or previous calendar month.

**2.25.** Delivery of statements to the Customer who is not a Consumer, more frequent delivery of statements, other delivery of statements or delivery by means other than established above is subject to a Service fee in the amount specified in the Price List.

**2.26.** The Customer must count the cash of immediate transfer upon payment to and from the Account, respectively before and after the payment, and is entitled to submit complaints at once to the Bank. If the Bank provides to the Customer cash deposit service for the Account, the Customer is not entitled to submit any claims or objections regarding this service to the Bank after having signed the Payment order at the Bank's place of Service.

**2.27.** The Bank executes payments or makes withdrawals of cash according to the arrangement defined in the Annex to the Payment Conditions and the Price List.

**2.28.** The Bank is entitled at its own discretion to limit cash-related services (including types and locations) or even to refuse to offer such Services. The Customer can receive more information about cash services at the Bank.

**2.29.** The Bank is entitled to request the Customer to apply for a cash withdrawal transaction in advance. If the Customer has not applied for cash by the time indicated by the Bank, the Bank is entitled to impose restrictions on the withdrawn amount.

### 3. INCOMING PAYMENT ORDER

**3.1.** The Bank transfers the amount of money specified in the Payment order to the Customer's Account.

**3.2.** If any inaccuracies or deficiencies are found (e.g. the Payee's name is incorrect, the reference number is missing), the Bank is entitled to transfer the amount of funds to the Customer based only on the Payee's IBAN specified in the Payment Order or to reject the incoming payment. The same condition is applicable to the outgoing Intra-bank Payment.

**3.3.** The Bank credits the Payee's Account by the amount of the incoming Payment order pursuant to the Annex of the Payment Conditions, unless otherwise provided by law at the Place of Service.

**3.4.** If the Bank has credited the amount of incoming Payment order to the Payee's Account before the funds of the relevant incoming Payment order are credited to the Bank's correspondent account, the Bank is entitled, in the event of delay in receiving the funds, to reserve in the Payee's Account the amount of the incoming Payment order credited to the Payee's Account or to debit the above amount to the Customer's Account until the amount shown in the Payment order has been transferred to the Bank's correspondent account.

**3.5.** The Bank submits the information about the execution of incoming Payment orders in the statement of the Account.

**3.6.** If the Bank has credited the Account due to the technical error, the Bank is entitled to perform a correction by debiting the credited amount of funds to the Account without the Customer's consent.

**3.7.** If the Bank has credited the Account by mistake due to the Payer's error, the Customer is obliged to cooperate with the Bank to clarify this issue and eliminate any consequences. The Customer agrees to provide a written answer to the Bank's request thereof.

**3.8.** The Bank investigates the payment addressed to the Payee and not received by the Bank upon the receipt of the Payee's relevant written request (the Payee fills in the Bank's form or another relevant application form) and a document attesting the payment. The Bank is entitled to charge a Service fee to the Payee for the investigation of

the payment in accordance with the Price List regardless of whether the Bank did or did not receive the payment.

### 4. PAYMENT TRANSACTIONS IN FOREIGN CURRENCY

**4.1.** With regard to all Payment transactions to be executed by the Bank in a Foreign currency, the Bank is entitled to apply all terms, conditions and restrictions that have been established in the country of origin of the currency and that affect the Bank upon executing Payment transactions or investments in the currency or that have been established by the Payment Intermediary.

**4.2.** All the obligations denominated in Foreign currency are executed by the Bank in the same currency, unless otherwise agreed between the Parties or indicated in the Payment Conditions.

**4.3.** A currency exchange transaction is executed at the daily rate of the reference exchange rate denominated by the Bank, unless otherwise agreed between the Parties.

**4.4.** The Bank shall apply any change in the exchange rates which are used as a basis for calculating any currency exchange and which are made available by the Bank, immediately pursuant to the General Conditions.

**4.5.** The Bank is entitled, without the respective order of the Customer and without giving any prior notice to the Customer, to exchange the Foreign currency held or received in the Account into euro (EUR) pursuant to the daily rate quoted by the Bank if the Account is seized and/or the Bank receives mandatory instruction to debit the funds in the cases stipulated by the legislation applicable at the Place of Service.

**4.6.** The Bank is entitled to discontinue quoting a currency at any time. The Bank must make an announcement of discontinuation of currency on the Bank's website and at the Bank's place of Service.

### 5. SECURITY AND RECTIFYING MEASURES

**5.1.** A Customer, who is entitled to use a Payment instrument, has the following obligations:

**5.1.1.** to use the Payment instrument in conformity with the provisions governing issuance and use of the Payment instrument;

**5.1.2.** to notify without delay the Bank or the Bank's indicated entity, as required by the provisions governing issuance and use of the Payment instrument of any loss, theft, unlawful acquisition or unauthorized use of the Customer's Payment instrument as well as of the facts and suspicions that the Payment instrument became known or may be used by any Third Person.

**5.2.** The Customer must fulfil the obligations of the user/owner of the Payment instrument set out in the relevant Agreement and is liable to the extent set out by the relevant Agreement.

**5.3.** The Bank has the right to block the Payment instrument issued by the Bank for objectively justified reasons pursuant to the terms of blocking Account or service stipulated in the General Conditions and/or pursuant to the terms and conditions of the relevant Agreement.

**5.4.** The Payment instrument or the Account disposal of the Customer must be blocked at the Customer's initiative if the Customer submits a request to the Bank in the manner set out in the Agreement.

**5.5.** The Bank is not liable for any loss incurred by the Customer as a result of the blocking of a Payment instrument or an Account, provided that such blocking was made in accordance with the Clause 5.3 of the Payment Conditions.

**5.6.** The Bank notifies its Customers in the event of the misuse of the data related to the provision of the payment service, security threats or fraud or the potential risk of that occurrence. Depending on the circumstances the Bank shall deliver these notices to the Customer as follows:

**5.6.1.** The Bank's notices in person shall be delivered to the Customer directly by sending the e-mail, communicating by telephone, Danske eBank and/or other means of telecommunication;

**5.6.2.** Publicly announced Bank's notices shall be placed on the Bank's website and/or in the Bank's place of Service (at the Bank's business centres).

### 6. FEES AND INTEREST PAYABLE

**6.1.** The Customer must pay Service fees for the Payment services and the services related to the Payment services according to the Price List, unless otherwise agreed between the Parties.

**6.2.** The type of Service fee “payment in full” means that all costs are payable by the Payer and applies to the payments, where the Payee’s PSP is located outside the European Economic Area. Regarding USD transfers, the Bank does not guarantee that the full amount specified in the Payment order will be credited to the Payee’s account, as this is not permitted by the internal payment system of the USA and the practices applied therein.

**6.3.** The type of Service fee “shared” means that the Payer must pay the Service fees charged by the Payer’s PSP for the payment and the Payee must pay the service fees charged by the Payee’s PSP. In case of payments initiated in the currency of a member state of the European Economic Area and with the type of Service fee “shared”, the Payer’s PSP, the Payee’s PSP and/or a Payment Intermediary is not allowed to deduct any fees from the amount to be transferred in the European Economic Area, except a Payee and his or her or its PSP have agreed that the PSP deducts its fees from the amount transferred before crediting it to the Payee’s account. In such a case, the full amount of the Payment transaction and fees shall be separated in the information given to the Payee.

**6.4.** The type of Service fee “beneficiary” means that all PSPs’ fees are deducted from the transferred payment amount and applies to the payments, where the Payee’s PSP is located outside the European Economic Area.

**6.5.** If the type of Service fee has not been chosen by the Customer or is not permitted under the Payment Conditions or the Price list, the Bank will execute the payment with the type of Service fee “shared”.

**6.6.** Pursuant to the agreement between the Bank and a Business Customer, the Bank is entitled to collect Service fees payable by the Customer and debit the aggregate amount of Service fees for payments executed within this day once per day or for payments executed within one month once per month to the Account. In the cases established by the Bank the Customer must pay the Service fee in cash prior to execution of the Payment transaction.

**6.7.** Any Service fee related to amendments, confirmations, investigations and applications in relation to the Payment services and the expenses of the Payment Intermediaries is payable by the Customer pursuant to the Price List. The Bank may debit the above Service fees to the Account.

**6.8.** Service fees and other amounts payable by the Customer, including the Bank’s claims arising from any of the Agreement, are debited by the Bank to the Account in euro (EUR), in the currency of the transaction or, upon the absence thereof, in Foreign currency, unless otherwise specified in the Price List or in the relevant Agreement between the Parties. The Foreign currency exchange transaction for payment of Service fees to the Bank (if needed) is executed on the basis of the valid exchange rate of the European Central Bank. The Foreign currency exchange transaction for payment of service fees to any other PSP (if needed) is executed by the Bank on the basis of the respective Bank’s valid exchange rate.

**6.9.** If there are no funds in the Account or if the funds are insufficient to debit the Service fees, other claims and debts arising from the Agreements, the Bank is entitled to debit such amounts to the Customer’s other accounts with the Bank at its own discretion (including Foreign currency), even if the Customer submits other Payment orders concerning the amounts after the amounts have become collectible but have not yet been debited by the Bank.

**6.10.** If a Payment transaction is to be executed using the Account and the funds in the Account are insufficient to cover the Payment transaction and the Service fee, the Bank is entitled not to execute the Payment transaction.

**6.11.** The applicable interest rate and the calculation method for holding funds in the Account are specified in the General Conditions and/or Price List and/or the relevant Agreement.

**6.12.** If, in the course of Payment transactions, a debt to the Bank occurs in the Customer’s Account, the Customer must pay penalty interest to the Bank at a rate specified in the Price List until the debt has been repaid.

## 7. LIABILITY OF THE PARTIES

**7.1.** The general principles of liability are stipulated in General Conditions.

**7.2.** The Customer is responsible for the correctness and verification of the information and data presented in the Payment order to the Bank. The Bank is not responsible for failure to execute the Payment order submitted by the Customer or incorrect execution, including late execution thereof, if this is caused by incorrect, inadequate or unclear data provided by the Customer to the Bank in the Payment order or if the delay has arisen from the exercise of the right or

performance of the obligation by the Bank specified in the General Conditions or set out by the legislation applicable at the Place of Service.

**7.3.** The Customer must notify the Bank of any unauthorised Payment transaction or error in executing the payment, including late execution, immediately after having become aware of it. A Consumer is not entitled to submit any claims or objections regarding any payment executed by the Bank if the Customer has failed to forward the above notice to the Bank within 13 (thirteen) months after the date when the Account was debited without authorisation or payment was executed late or with the amount of an erroneously executed payment. A Business Customer is not entitled to submit claims and objections if the Business Customer has failed to forward the above notice to the Bank within 2 (two) months after the date when the Account was debited without authorisation or when the amount of an erroneously executed payment was debited to the Account.

**7.4.** If the Customer is the Payer, the Bank is responsible for ensuring that the payment initiated by the Customer reaches the Payee’s PSP by the deadline specified in Annex to the Payment Conditions, unless otherwise set out in the legislation applicable at the Place of Service.

**7.5.** If the payment does not reach the Payee’s PSP in time and the Bank is responsible for this, the Bank pays to the Customer, upon written request from the Customer, a penalty for late payment at the rate set out in the legislation applicable at the Place of Service for each day of delay.

**7.6.** The Bank is not responsible if the Payment Intermediary or the Payee’s PSP does not observe the Payment order or if the full amount of the Payment transaction does not reach the Payee’s account for some other reason not due to the Bank.

**7.7.** If the Bank fails to credit the Account in time and the Bank is responsible, the Bank pays to the Customer, upon written request from the Customer, a penalty for late payment at the rate set out by the legislation applicable at the Place of Service for each day of delay.

**7.8.** The Bank is not responsible for any failure to execute the Payment order submitted by the Customer if such failure arises from the legislation applicable at the Place of Service, a limitation or requirement of a Payment Intermediary or a relevant foreign authority or the fact that the Customer or payment is or may be, according to the Bank, directly or indirectly associated with Sanctions.

**7.9.** The Bank is not responsible for the deadlines or rules established by the Customer or a Third Person or loss incurred by the Customer or the Third Person or liable for any loss incurred by the Customer or the Third Person or for claims filed with the Bank after the expiry of the deadlines specified in clause 7.2. of the Payment Conditions.

**7.10.** The Bank is not liable for any additional expenses or indirect loss (loss of profit etc.) incurred by the Customer due to a non-executed or incorrectly (including late) executed Payment transaction.

**7.11.** When the Customer is a Consumer, the Customer is liable for unauthorized payment transactions up to 50 (fifty) EUR due to:

**7.11.1.** The use of a lost or stolen Payment instrument;

**7.11.2.** The misappropriation of the Payment instrument.

**7.12.** The Consumer shall bear all of the losses relating to any unauthorized Payment transactions if they were incurred by the Consumer acting fraudulently or failing to fulfil one or more of the obligations set out in the legislation intentionally or by gross negligence. In such cases, the maximum amount referred to in the abovementioned clause shall not apply.

**7.13.** The Consumer shall not incur any loss due to a lost, stolen or misappropriated Payment instrument after submitting the notice specified in clause 5.1.2 of the Payment Conditions, except in cases when he/she acted fraudulently.

**7.14.** The additional conditions of usage of the Payment instrument are specified in the relevant Service agreement.

## 8. AMENDMENT TO THE PAYMENT CONDITIONS

**8.1.** Regarding Consumers the Payment Conditions and the Service fees related to the Payment services are amended pursuant to the terms of the General Conditions. In the event that the term of prior notification of two (2) months specified in the General Conditions is shorter than 60 (sixty) calendar days, the applicable prior notification term will be at least 60 (sixty) calendar days.

**8.2.** Regarding Business Customers the Payment Conditions and Service fees related to the Payment services are amended pursuant to the terms and conditions of the General Conditions, except the term

of prior notification, which will not be shorter than 30 (thirty) calendar days.

## **9. VALIDITY OF THE PAYMENT CONDITIONS**

**9.1.** The Payment Conditions annexed to every Agreement are valid until the expiry of validity of the respective Agreement.

**9.2.** The Customer is entitled at any time to terminate the Agreement to which the Payment Conditions are annexed by giving the Bank at least 1 (one) month prior notice.

**9.3.** The Bank is entitled to terminate the Agreement to which the Payment Conditions are annexed pursuant to the General Conditions and to the relevant Service agreement.

## **10. FINAL PROVISIONS**

**10.1.** The Payment Conditions shall be governed by and construed in accordance with law of the Place of Service.

**10.2.** Any dispute between the Parties deriving from the Payment Conditions shall be solved pursuant to the General Conditions.

**10.3.** Bank's data, licence number, supervisory authority and other relevant data are provided in the General Conditions.

## **11. SPECIAL CONDITIONS APPLICABLE TO THE PLACE OF SERVICE ALONE**

**11.1.** The following special conditions apply to the services in Danske Bank A/S Lithuania branch:

**11.1.1.** If the Customer is a natural person engaged in economic commercial or profession activity, the clauses 7.11-7.13 of the Payment Conditions are applied mutatis mutandis.

**11.2.** The following special conditions apply to the services in Danske Bank A/S Latvia branch:

**11.2.1.** The Bank notifies all Customers of the changes of the Payment Conditions and Service fees related to the Payment services at least 2 (two) months in advance of the effective date of the changes pursuant to the terms and conditions of the General Conditions.



## ANNEX TO THE STANDARD TERMS AND CONDITIONS FOR PROVISION OF PAYMENT SERVICES

Applicable from 1 April 2018 for Danske Bank A/S Estonia branch, Danske Bank A/S Latvia branch and Danske Bank A/S Lithuania branch

### DEADLINES FOR EXECUTION OF PAYMENT ORDERS

| Payment service  | Business day of the Bank   | Cut-off time (EET) of the Bank  | Bank's value date  | Crediting day of Payee's account   |
|--|--|---|--|--|
| <b>OUTGOING PAYMENTS</b>   |  |   |  |  |
| <b>Intra-bank Payment</b>  | Any calendar day.  | 23:59   | Day 0<br>Any calendar day.   | Same day.  |
| <b>Domestic Payment</b>  | Any calendar day.  | 16:30   | Day 0<br>Any Business day.   | On the Bank's value date.  |
| <b>Domestic Urgent Payment</b>   | Any calendar day, except Saturdays, Sunday and national or public holidays at the Place of Service.  | 17:00   | Day 0<br>Any Business day.   | On the Bank's value date.  |
| <b>EU Payment</b>  | Any calendar day.  | 16:30   | Day 0<br>Any Business day.   | In accordance with the conditions applicable at the Payee's PSP. Normally on the Bank's value date or the next Business day after the Bank's value date. |
| <b>Danske Group Payment</b>  | Any calendar day, except Saturdays, Sunday and national or public holidays at the Place of Service.  | 16:00<br>(for EUR, BGN, CHF, CZK, DKK, GBP, HUF, ISK, NOK, PLN, RON, SEK, USD)<br><br>12:00<br>(for other currencies)   | Day 0<br>(for EUR, BGN, CHF, CZK, DKK, GBP, HUF, ISK, NOK, PLN, RON, SEK, USD)<br><br>Day 1<br>(for other currencies)<br><br>Any Business day. | On the Bank's value date.  |
| <b>Danske Group Payment (Payer's and Payee's Account is held with one of the Baltic branches of Danske Bank A/S)</b> | Any calendar day.  | 23:59   | Day 0<br>Any calendar day.   | Same day.  |
| <b>Foreign Payment</b>   | Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service. | 23:59<br>For Normal payments<br><br>15:00<br>For Urgent payments<br><br>15:00 (for EUR, USD)/12:00 (for DKK, GBP, NOK, SEK, PLN)<br>For Extra urgent payments | Day 2<br>For Normal payments<br><br>Day 1<br>For Urgent payments<br><br>Day 0<br>For Extra urgent payments<br>Any Business day.                | In accordance with the conditions applicable in the Payee's PSP. Normally on the Bank's value date or the next Business day after the Bank's value date. |

|   |  |   |  |  |
|---|--|---|--|--|
| <b>Foreign Payment (Payer's and Payee's account held with banks of the European Economic Area member states and the currency is the euro)</b> | Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service. | 23:59<br>For Normal payments<br><br>15:00<br>for Urgent payments<br><br>15:00<br>For Extra urgent payments            | Day 1<br>For Normal payments<br><br>Day 0<br>For Urgent payments<br><br>Day 0<br>For Extra urgent payments<br>Any Business day.    | In accordance with the conditions applicable at the Payee's PSP. Normally on the Bank's value date or the next Business day after the Bank's value date.   |
| <b>Intracompany Payment within Danske Group</b>   | Any calendar day, except Saturday, Sunday, national or public holidays in the Place of Service.      | 16:00<br>(For EUR, BGN, CHF, CZK, DKK, GBP, HUF, ISK, NOK, PLN, RON, SEK, USD)<br><br>12:00<br>(for other currencies) | Day 0<br>(EUR, BGN, CHF, CZK, DKK, GBP, HUF, ISK, NOK, PLN, RON, SEK, USD)<br><br>Day 1<br>(other currencies)<br>Any Business day. | On the Bank's value date.  |
| <b>Intracompany Payment within Danske Group (Payer's and Payee's Account is held with one of the Baltic branches of Danske Bank A/S)</b>      | Any calendar day.  | 23:59   | Day 0<br><br>Any calendar day.   | On the Bank's value date.  |
| <b>INCOMING PAYMENTS</b>  |  |   |  |  |
| <b>Incoming SEPA Payment</b>  | Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service. | 18:00<br>In any Business day of the Bank.   | The day specified by the Payer's PSP   | On the Bank's value date, immediately after the Bank's receipt of the payment amount on the Business day or on the next Business day if the Bank's receipt of the payment amount falls after the Cut-off time. |
| <b>Incoming Foreign Payment</b>   | Any calendar day, except Saturday, Sunday, national or public holidays in the Place of Service.      | 17:00<br>In any Business day of the Bank.   | The day specified by the Payer's PSP or the payment intermediary   | On the Bank's value date, immediately after the Bank's receipt of the payment amount on the Business day or on the next Business day if the Bank's receipt of the payment amount falls after the Cut-off time. |
| <b>NON-CASH CURRENCY EXCHANGE</b>   |  |   |  |  |
| <b>Non-cash currency exchange</b>   | Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service. | 17:00   | N/A  | Same Business day.   |
| <b>CASH OPERATIONS</b>  |  |   |  |  |
| <b>Cash deposit to the Account at the Bank's place of Service providing cash operations</b>   | Any calendar day on which the Bank's place of Service is open to its Customers.                      | Closing time of the Bank's place of Service   | Day 0  | Immediately after the cash depositing operation has been performed.  |

|  |  |   |   |  |
|--|--|---|---|--|
| <b>Account crediting for cash collection via a cash in transit company</b>   | Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service. | N/A   | N/A   | A Consumer: on the Business day after the receipt of the cash amount from the cash in transit company.<br>A Business Customer: no later than on the next Business day after the receipt of the cash amount from the cash in transit company. |
| <b>Cash withdrawal from the Account in euros at the Bank's place of Service providing cash operations</b>            | Any calendar day on which the Bank's place of Service is open to its Customers.                      | Closing time of the Bank's place of Service | Pursuant to the Price List of the Bank. [the columns named "The Bank's value date in the Place of Service" and "Crediting day of the Payee's account" are not applicable] |  |
| <b>Cash withdrawal from the Account in Foreign currency at the Bank's place of Service providing cash operations</b> | Any calendar day on which the Bank's place of Service is open to its Customers.                      | N/A   | Pursuant to the Price List of the Bank. [the columns named "The Bank's value date in the Place of Service" and "Crediting day of the Payee's account are not applicable]  |  |
| <b>Account debiting for cash collection via a cash in transit company</b>  | Any calendar day, except Saturdays, Sundays and national or public holidays at the Place of Service. | N/A   | N/A   | N/A  |