

1. GENERAL PROVISIONS AND TERMS

1.1. General provisions

1.1.1. With the settlement terms and conditions (hereinafter referred to as the Terms and Conditions), the Client and the Bank agree on the terms and conditions of making a payment transaction.

1.1.2. The Terms and Conditions are an integral part of the Settlement contract concluded between the Client and the Bank.

1.1.3. The Terms and Conditions are available in the Bank offices and at the Bank's web page on the Internet.

1.1.4. The Bank is entitled to unilaterally change the Terms and Conditions. The Bank shall send the Clients, who have concluded a Settlement contract with the Bank, a notice about the changes in the Terms and Conditions in accordance with the procedure stipulated in the Bank's general terms and conditions.

1.1.5. Claims related to the fulfilment of the payment transaction shall be sent to the Bank in a written application or via Bank's Internet bank.

1.1.6. The financial supervision institution of the Bank is the Financial Supervision Authority, located at Sakala 4, 15030 Tallinn (Telephone 372 66 80 500, e-mail info@fi.ee).

1.2. Terms

1.2.1. **Bank** – AS Citadele banka Eesti filiaal (provider of the payment service).

1.2.2. **Settlement date** – the date when the paying bank or the payment intermediary related to the fulfilment of the payment transaction or the bank of the beneficiary is open for the settlement needed for concluding the payment transaction. A settlement day is generally each calendar day that is not a Saturday, Sunday, public or national holiday.

1.2.3. **Value date** – the date when the Bank debits the remitter's account or credits the beneficiary's account.

1.2.4. **Bank's value date** – settlement date when the right to use the payment transaction's sum passes over from the paying bank to the payment intermediary.

1.2.5. **Remitter's value date** – the calendar date when the paying bank debits the remitter's account in the amount of the transfer order and service fee.

1.2.6. **Account number** – the number identifying the bank account opened for the Client for concluding transactions and holding the demand deposit.

1.2.7. **Account information service** – means an online service to provide consolidated information on one or more payment accounts held by the payment service user with either another payment service provider or with more than one payment service provider.

1.2.8. **Account information service provider** – payment service provider whose business activities consist of providing account information service.

1.2.9. **Non-recurrent attribute** – a bank account number.

1.2.10. **IBAN** – international form of the bank account number.

1.2.11. **Payment initiation service** – means a service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider.

1.2.12. **Payment initiation service provider** – a payment service provider whose business activities consist of providing payment initiation service.

1.2.13. **Transfer order** – any kind of order for making the payment transaction which is given to the bank for fulfilment by the remitter.

1.2.14. **Paying bank** – bank servicing the remitter who submits a transfer order for fulfilment.

1.2.15. **Remitter/ Client** – legal entity or natural person who has given an order to the Paying bank for the conclusion of the payment transaction in accordance with the terms and conditions established in the transfer order.

1.2.16. **Manager of the payment system** – manager of the system of financial means transmission.

1.2.17. **Payment transaction** – any kind of cash paid in or out or transfer of money.

1.2.18. **Payment intermediary** – settlement system or person, who in accord with the Paying bank or bank of the beneficiary participates in making the transfer.

1.2.19. **Beneficiary** – legal entity or natural person to whose account the sum shown in the transfer order is transferred.

1.2.20. **Bank of the beneficiary** – the bank where the beneficiary's account is in.

2. INSTRUCTIONS ON HOW TO FORWARD A TRANSFER ORDER

In order to conclude a correct payment transaction, the remitter shall submit the Bank the following information:

2.1. Internal transfer order

- date – payment value date;
- remitter's account number – remitter's account number in IBAN, from which the payment transaction is to be made;
- the remitter's account owner's name – remitter's full/ complete name;
- registration number – legal entity's registry code/ natural person's personal identification code;
- beneficiary's name – beneficiary's full/ complete name;
- beneficiary's account number – beneficiary's account number in IBAN in the bank of the beneficiary;
- bank of the beneficiary – name of the beneficiary's bank;
- explanation and/ or reference number – explanatory information about the contents of the payment transaction, remitter and beneficiary. Reference number is a number specified by the beneficiary;
- sum and currency – sum in numbers and words and currency.

2.2. Cross-border transfer order

In order to conclude a payment transaction, the Transfer order has to be filled in English in capital letters and using Latin letters (in case of payment transactions in Russian rubles, in accordance with the requirements of filling in the Transfer order).

- date – remitter's value date;
- remitter's name – remitter's full/ complete name;
- remitter's account number – remitter's account number in IBAN from which the payment transaction is concluded;
- remitter's registration number/ registry code or personal identification code – legal entity's registration number, registry code or private person's personal identification code;
- remitter's address and telephone number – remitter's address and telephone number;

- beneficiary's name – full/ complete name of the beneficiary of the payment transaction's sum (in case of payments in Russian rubles, full name of the beneficiary, INN or KPP code);
- beneficiary's address – correct address of the payment transaction's beneficiary;
- beneficiary's bank account number or IBAN – account number of the payment transaction's beneficiary in the bank of the Beneficiary;
- bank of the beneficiary (name, address, SWIFT/BIC, BLZ, Sort Code, ABA, FW or other codes, numbers of the correspondent account) – correct and complete name of the bank of the beneficiary (unabridged as recommended), address (at least the city and state);
- payment intermediary (name, address, SWIFT/BIC, BLZ, Sort Code, ABA, FW or other codes) – correct and complete name of the correspondent bank and intermediary bank (unabridged as recommended) and address (at least city and state). Further information about the bank's codes – SWIFT code, BLZ (Germany), Sort Code (England), ABA or FW (USA). The field is filled in in case of the existence of the corresponding information;
- explanation of the payment transaction – explanatory information about the contents of the payment transaction, remitter and beneficiary. The maximum length of the explanation is 140 characters, longer text is not forwarded. The marked information is sent unchanged and untranslated, if possible;
- currency symbol – currency symbol in which the payment transaction is concluded (according to ISO standard);
- sum – sum of the payment transaction in numbers and words;
- payment transaction to be concluded – it is specified which currency is used for concluding the payment transaction;
- type of the payment transaction – it is specified whether it is an ordinary or express payment transaction;
- transfer costs are covered by – it is specified who pays the service fees of the Paying bank, cross-border banks ((banks of the) payment intermediary and bank of the beneficiary). Options of paying the service fees are pointed out in clauses 6.2 and 6.3.
- code of the balance of payments and the beneficiary state of the payment transaction – a code characteristic of the payment transaction according to the classification of the Bank of Estonia (see the issue of the Bank of Estonia "Information about the balance of payments") and the beneficiary state of the payment transaction.

2.3. Other payment transactions

2.3.1. In order to conclude other payment transactions (e.g. cash in-payment), the remitter shall submit necessary information according to the field names on the form of the Bank of Estonia and/ or according to the Bank's instructions.

2.3.2. The Client has a right to receive information about the account balance and transactions made in the account via the account information service provider with prerequisite that account information service provider has applied to the Bank in accordance with legislation including technical standards for the account information service request.

3. AGREEMENT FOR CONCLUDING THE PAYMENT TRANSACTION

3.1. The agreement for concluding the payment transaction is given by the remitter before the fulfilment of the payment

transaction or after the fulfilment of the transaction (approval) if the remitter and the Bank have made such an agreement.

3.2. The agreement for concluding the payment transaction is given by the remitter according to the nature of the payment transaction either orally, in writing, electronically or in any other way agreed between the Bank and the Client.

4. FULFILMENT OF THE TRANSFER ORDER

4.1. The Bank shall fulfil the Remitter's Transfer order in accordance with clause 4 of the Terms and Conditions of the Settlement Contract.

4.2. The Client has the right to use his/her account via the payment initiation service provider with prerequisite that payment initiation service provider has applied to the Bank in accordance with legislation including technical standards for the account payment initiation service provider.

4.3. The Bank may prefer to execute Client's direct payment instruction by executing a payment instruction submitted by the Client via the payment initiation service.

5. INCOMING TRANSFER ORDER

5.1. In order the internal payment transaction was transferred to the beneficiary's bank account, the beneficiary shall inform the remitter of the beneficiary's bank account number in IBAN and the bank of the Beneficiary, reference number and other information required by the beneficiary.

5.2. In order the cross-border payment transaction was transferred to the bank account, the beneficiary shall inform the remitter of the beneficiary's full name beneficiary's bank account number in IBAN as well as the beneficiary's non-recurrent attribute.

The following data regarding the bank of the Beneficiary have to be marked on the cross-border transfer order:

Estonian Branch of Citadele banka, Narva mnt 63/1, 10152 Tallinn, Estonia

SWIFT/BIC code PARXEE22

5.3. In addition, the beneficiary must inform the remitter of the name and SWIFT code of the correspondent bank of Swedbank according to the currency to be transferred (except receipts in euros from the EEA countries). The above information is available on the bank's website and in the bank's branches. In order to receive money by a Russian rouble international payment order, the beneficiary must inform the remitter of the following details: name of bank, INN and correspondent account number in the correspondent bank and the correspondent bank's name, BIK and the correspondent account number in the Central Bank of Russia.

6. EXCHANGE RATE

6.1. The currency needed for concluding the payment transaction is sold to the remitter in accordance with the bank's exchange rate valid at the moment of the conclusion of the payment transaction.

6.2. If the sum set in the payment transaction is returned by the cross-border bank (e.g. inaccurate information, beneficiary's bank account has been closed, etc), the Bank shall transfer the returned sum of the payment transaction to the remitter in the same currency as was used for concluding the payment transaction, except for the cases when the payment transaction has been initiated in the currency the holding of which on the remitter's account is not allowed. In case of the latter, the Bank shall convert the sum of the payment transaction into the main currency of the account on the basis of the Bank's transfer rate and before returning it to the bank account. The bank shall not return the service fee for the conclusion of the payment transaction.

7. DUE DATES

7.1. Due dates of internal transfer orders:

7.1.1. The Bank shall generally fulfil a transfer order inside the Bank within one (1) hour as from debiting the transfer order from the remitter's account.

7.1.2. The Bank shall fulfil an internal transfer order within one (1) settlement day as from debiting the transfer order from the remitter's account.

7.1.3. In cases pointed out in clauses 7.1.1. and 7.1.2. of the Terms and Conditions, if a Transfer Order reaches the Bank after 5.30 pm, the Bank shall fulfil the Transfer Order on the next Settlement Day.

7.1.4. Internal transfer orders having reached the bank shall be transferred to the beneficiary's account on the day the respective transfer order reached the bank account or on the next settlement day if the transfer order reached the bank account after 6.15 pm or on a day that is not a settlement day in the bank.

7.2. Due dates of cross-border transfer orders:

7.2.1. The beneficiary's bank is located in an EEA State:

- Ordinary payment transaction and EU-payment transaction – no later than on the third (3) settlement day following the day of the receipt of the transfer order (T+3).
- Express payment transaction – on the second settlement day following the day of the receipt of the transfer order (T+2).

7.2.2. The beneficiary's bank is located outside an EEA State:

- Ordinary payment transaction – no later than on the seventh (7) settlement day following the day of the receipt of the transfer order (T+7).
- Express payment transaction – no later than on the fifth (5) settlement day following the day of the receipt of the transfer order (T+5).

7.2.3. A cross-border transfer order having reached the Bank shall be transferred to the beneficiary's bank account on the day the respective transfer order reached the bank's correspondent account, or on the next day if the transfer order was received after 4.00 pm or on a day that is not a settlement day in the Bank.

7.2.4. If an incoming cross-border transfer order was initiated in a non-EEA State bank (paying bank) and the transfer order is in any other currency than the euro or the currency of an EEA State, the Bank shall transfer the respective sum to the beneficiary's account no later than on the next settlement day after the receipt of the respective sum on the bank's correspondent account.

8. FEES

8.1. The remitter shall pay the service fee for the conclusion of the payment transactions in accordance with the Price list valid in the Paying bank.

8.2. "Share equally" – the remitter shall pay the Bank's service fee and the beneficiary shall pay the service fee of all the rest of the banks. By making a cross-border transfer order with the present service fee, the Paying bank shall send such a payment transaction message, by marking "SHA" in the field of cost payment, i.e. the cross-border banks and/ or the bank of the Beneficiary can withhold a service fee from the beneficiary's account as a separate entry or they can reduce the sum of the payment transaction in the amount of the service fee.

8.3. "Remitter" – the remitter shall pay the service fees of the Bank and cross-border banks (applicable to Euro/European Union

and European Economic Area (EEA) currency payments related to currency conversion between the Bank and payment institutions inside European Economic Area (EEA) and any other payments to a country outside EEA or in other currencies). By making a cross-border transfer order with the present service fee, the Paying bank shall send such a payment transaction message, by marking "OUR" in the field of cost payment, i.e. the sum of the payment transaction has to be transferred to the beneficiary without debiting service fees from it (except U.S. dollar payments to US banks).

8.4. In case of the cross-border transfer order, where the remitter shall pay the service fees of the cross-border banks and the service fee paid to the Paying bank by the remitter does not cover the cross-border banks' service fees related to the conclusion of the payment transaction, the Paying bank is entitled to debit them later from any account of the remitter.

8.5. The fees of the enquiries, amendments and confirmations related to the payment transactions shall be paid to the Bank according to the Price list by the remitter. The Paying bank is entitled to debit the above-mentioned fees from any account of the remitter.

9. LIABILITY AND FORCE MAJEURE

9.1. The Paying bank shall be liable for following the remitter's instructions.

9.2. The Paying bank shall not be liable if the payment intermediary (-ries) or the bank of the Beneficiary do not follow the remitter's instructions or the payment transaction does not reach the beneficiary's account as a full amount due to some other reasons not caused by the Paying bank.

9.3. The Paying bank shall be liable for the fulfilment of the cross-border transfer order in case the Bank changes on its own initiative and unilaterally the bank of the payment intermediary selected by the remitter.

9.4. The remitter shall be liable for the correctness of the information given in the transfer order as well as for checking this information.

9.5. If the information regarding the beneficiary is incomplete or inaccurate on the order upon the receipt of the incoming payment transaction, the Bank is entitled to return the incoming payment transaction to the Paying bank and not credit the beneficiary's account. The Bank shall not be liable for the damage caused by force majeure.

10. OTHER TERMS AND CONDITIONS

10.1. The Bank is entitled to require that a corresponding form of the bank is Client's hand-written.

10.2. The Bank is entitled to change the payment intermediary, chosen by the Client, without informing the Client of it. If the Client does not determine a payment intermediary, the Bank shall be entitled to do it for the Client.

10.3. In case the Bank has credited the beneficiary's account in the incomings amount earlier than the means of the corresponding incomings have been credited to the Bank's correspondent account, then in case of the delayed incomings, the Bank is entitled to block or debit the beneficiary's account in the corresponding amount.