1. DEFINITIONS

**Current Account** means the current account of the Borrower specified in the Agreement to which the Overdraft Limit granted by the Agreement shall be linked.

**Overdraft Limit** means the maximum negative Current Account Balance allowed to the Borrower by the Bank under the Agreement.

**Overdraft Amount** means the negative Current Account Balance at the end of a calendar day allowed under the Agreement.

**Price List** means the Bank’s price list that is available in the Bank’s service halls or on the Bank’s website. The Price List is amended pursuant to the procedure set out in the General Conditions of the Bank.

**Interest** means a fee payable by the Borrower to the Bank for the use of the Overdraft Amount.

**Interest Rate** means the percentage size of the Interest.

**Final Date of Use** means the date when all the Financial Liabilities of the Borrower must be paid to the Bank in full.

**Third Person** means any natural or legal person who is not a Party to the Agreement.

**Total Credit Cost** means the Overdraft Limit, the Interest payable until the Final Date of Use and the Agreement Fee. The Total Credit Cost does not include any fees arising from a breach of the obligations arising from the Agreement, which the Borrower must pay the Bank. The Total Credit Cost is calculated as of the signature of the Agreement, provided that the Borrower starts using the Overdraft Limit immediately and to the full extent and repays it on the Final Date of Use.

**Initial Annual Percentage Rate of Charge** is expressed as a percentage of the Overdraft Limit and it expresses the burden of costs (Interest, Agreement Fee) falling on the Borrower from the use of the Overdraft Limit in a year. The Initial Annual Percentage Rate of Charge specified in the Agreement is calculated as of the signature of the Agreement or of an amendment to the Agreement and it is valid only if the Parties perform their contractual obligations by the agreed times and on the agreed terms and conditions. The Initial Annual Percentage Rate of Charge is calculated, provided that the Borrower starts using the Overdraft Limit immediately and to the full extent. Upon calculation of the Initial Annual Percentage Rate of Charge, the Bank uses the formula approved by the Minister of Finance of the Republic of Estonia on the basis of the requirements of the European Union, rounding it up to at least one decimal place.

**Agreement** means the Overdraft Agreement and the Standard Conditions of the Overdraft Agreement.

**Agreement Fee** means a fee payable by the Borrower to the Bank for the analysis of the Borrower’s loan application, arrangement of funds and preparation of the Agreement and amendments to the Agreement.

**Banking Day** means a calendar day that is not a Saturday, Sunday or a public holiday.

**The Bank** means Swedbank AS, registry code 10060701, seat: Liivalaia 8, Tallinn.

**Parties or Party** means the Bank and the Borrower jointly or individually.

**Balance** means the final balance of the Overdraft Limit in the Current Account at the end of a respective calendar day.

**Financial Liabilities** means the Overdraft Amount, the Interest, the Agreement Fee and penalties.

**Daily Interest** means the Interest applicable per day in the event of withdrawal from the Agreement, which is calculated on the basis of the assumption that a year comprises 360 days and the Borrower immediately puts the entire Overdraft Limit into use.

2. RIGHT TO WITHDRAW FROM AGREEMENT

2.1. The Borrower has the right to withdraw from the Agreement within 14 (fourteen) calendar days as from the date of entry into the Agreement. If the Borrower wishes to withdraw from the Agreement they shall submit a withdrawal application to the Bank at the Bank’s contact address specified in the Agreement or in the manner prescribed for sending bank messages in the Internet Bank within fourteen (14) calendar days after entry into the Agreement. If the Borrower exercises the right of withdrawal from the Agreement, the Borrower shall immediately repay the Bank the Overdraft Amount and the Interest calculated on the Overdraft Amount as from putting it into use, but not later than within 30 (thirty) calendar days as from the date
of submission of the withdrawal application. If the Borrower fails to return the Overdraft Amount within the above time limit, it shall be considered that the Borrower has not withdrawn from the Agreement.

2.2. In the event of an amendment to the Agreement increasing the Overdraft Limit, the Borrower shall have the right to withdraw from the amendment to the Agreement within 14 (fourteen) calendar days as from the signature of the amendment to the Agreement. If the Borrower wishes to withdraw from the amendment to the Agreement increasing the Overdraft Limit, they shall submit a withdrawal application to the Bank at the Bank’s contact address or in the manner prescribed for sending bank messages in the Internet Bank within 14 (fourteen) calendar days as from entry into the amendment to the Agreement. If the Borrower exercises the right of withdrawal from the amendment to the Agreement, the Borrower shall immediately repay the Bank the amounts received under the amendment to the Agreement and the Interest calculated as from putting the amounts received into use until their repayment, but not later than within 30 (thirty) calendar days as from the date of submission of the withdrawal application. If the Borrower fails to return the amount received under the amendment to the Agreement within the above time limit, it shall be considered that the Borrower has not withdrawn from the amendment to the Agreement.

3. USE OF OVERDRAFT LIMIT

3.1. If the Borrower has duly performed their obligations arising from the Agreement and the Borrower and the Overdraft Limit are in accordance with the terms and conditions of the private individual overdraft effective in the Bank as of the Final Date of Use for each instance, the Bank shall have the right to extend the Agreement by one-year periods without signing a corresponding annex to the amendment to the Agreement and the Agreement shall be subject to the Standard Conditions of the Overdraft Agreement specified in the extension notice sent to the Borrower. The Borrower can access the terms and conditions of the private individual overdraft in the Bank’s service halls or on the Bank’s website.

3.2. The Bank shall send a written notice regarding the arrival of the Final Date of Use and extension or non-extension of the Agreement to the Borrower not later than 14 (fourteen) calendar days before the arrival of the relevant Final Date of Use. If the Borrower does not request an extension of the Agreement (and does not agree with the effective terms and conditions of the private individual overdraft or the Standard Conditions of the Overdraft Agreement), the Borrower shall notify the Bank thereof in writing not later than by the Banking Day preceding the respective Final Date of Use.

3.3. If the written notice referred to in Article 3.2 of the Agreement is received in due time from the Borrower or in case the requirements specified in the terms and conditions of the private individual overdraft are not complied with, the Agreement shall be terminated and the Borrower shall be obliged to ensure that sufficient funds are available on their Current Account on the respective Final Date of Use for paying off their Financial Liabilities and the calculated default interest.

3.4. The Agreement is extended in accordance with the terms and conditions of the private individual overdraft and the Price List effective in the Bank on the respective date of extension, and as of the date of extension the overdraft agreement shall be subject to the Standard Conditions of the Overdraft Agreement specified in the extension notice sent to the Borrower.

3.5. If the Borrower complies with the conditions set by the Bank for overdraft customers, the Bank shall have the right to increase the Overdraft Limit upon the prior consent of the Borrower without concluding the respective appendix to the amendment to the Agreement.

3.6. If the Borrower fails to comply with the conditions set by the Bank for overdraft customers, the Bank shall have the right to decrease the Overdraft Limit without concluding the respective appendix to the amendment to the Agreement. The Bank shall immediately notify the Borrower of a decrease in the Overdraft Limit.

3.7. In case the Borrower has submitted to the Bank false information of a significant nature or the significant facts that served as the basis for issuing of the Overdraft Limit have changed, the Bank shall be entitled to refuse the granting of the use of Overdraft Limit under the Agreement.

3.8. The Borrower shall have the right to terminate the Agreement before the prescribed time by giving the Bank written notice thereof not less than 2 (two) Banking Days in advance. The Agreement shall be considered terminated if the Financial Liabilities have been fulfilled and default interest has been paid to the Bank by the date specified in the application. The Borrower shall have the right to immediately terminate the Agreement in the Internet Bank before the prescribed time in the manner prescribed by the Bank for termination of the Agreement in the Internet Bank. In the event of termination of the Agreement in the Bank’s Internet Bank the Agreement shall be deemed as terminated if at the moment of termination of the Agreement there are sufficient funds on the Current Account for the performance of the Financial Liabilities.
and payment of the calculated default interest. In the event of termination of the Agreement before the prescribed time the Borrower shall not pay Interest to the Bank for the time of non-use of the Overdraft Limit or other costs related to premature repayment.

3.9. During the Agreement term the Borrower has the right to obtain free of charge a statement of use of the Overdraft Amount on a durable medium. If the Borrower has entered into a teleservices agreement, the Borrower can access the use of the Overdraft Amount on a Current Account statement in the Internet Bank of the Bank.

4. CALCULATION AND PAYMENT OF INTEREST
4.1. Upon calculation of Interest, the Bank shall rely on the actual number of days of the calendar month and a 360-day year. The Borrower shall pay the Bank Interest for use of the Overdraft Amount according to the provisions of the Agreement. The Bank shall calculate Interest on the Overdraft Amount for each calendar day. After extension of the Agreement pursuant to the procedure set forth in Articles 3.1 to 3.2 of the Agreement, the Interest shall be calculated on the basis of the Interest Rate specified in the extension notice sent to the Borrower. The Bank shall inform the Borrower of the new Interest Rate in the extension notice sent to the Borrower.

4.2. The Bank shall debit the Current Account with the Interest payable on the Interest payment date. The Bank shall debit the last Interest from the Current Account on the Final Date of Use of the Overdraft Limit. In case there are no sufficient funds on the Current Account for making the Interest payment on the respective payment date, the Bank will debit the Interest payable as soon as sufficient funds have been transferred to the Current Account.

4.3. The Borrower shall ensure that they have sufficient funds on their Current Account for payment of Interest on the relevant due date. If the Borrower fails to pay the Interest by the due date, the Borrower shall, at the request of the Bank, be obliged to pay the Bank a fee for processing the debt pursuant to the Price List of the Bank.

5. PAYMENT OF AGREEMENT FEE
5.1. The Bank shall debit the Current Account with the Agreement Fee specified in the Agreement on the date of conclusion of the Agreement. Upon extension of the Agreement pursuant to the procedure specified in Articles 3.1. to 3.2. of the Agreement or upon amendment of the terms and conditions of the Agreement the Bank shall debit the Current Account with the Agreement fee specified in the Price List of the Bank.

5.2. If the Bank does not allow the Borrower to use the Overdraft Limit because the Borrower has submitted false information, the Bank shall be entitled to receive the Agreement Fee.

6. EXPENSES ARISING FROM LATE PAYMENT AND PAYMENT OF SUCH EXPENSES
6.1. If there is not enough money on the Current Account on the date of fulfilment of the Financial Liabilities (except the Interest) for payment of the amount payable, the Bank shall have the right to start calculating default interest on the missing amount. The calculation of default interest shall commence as from the day following the due date and at the rate specified in the Price List at the moment the default interest claim arises. Calculation of the default interest shall terminate on the day when the amounts payable are paid in full. The Bank shall debit the Current Account with the default interest payable.

6.2. Upon establishing the rate of default interest the Bank shall adhere to the requirements of law. The daily interest rate applicable at the moment of entry into the Agreement has been specified in the Standard European Consumer Credit Information and in the Price List.

6.3. If the Borrower does not pay the Overdraft Amount and/or the Interest by the due date and has been overdue for more than 20 (twenty) calendar days and the Bank has repeatedly sent the Borrower reminders, the Borrower shall, at the request of the Bank, pay a fee for processing the debt pursuant to the Price List.

6.4. The fee for processing the debt, payment of default interest and/or a penalty shall not release the Borrower from the performance of the obligation(s) arising from the Agreement.

7. PAYMENT PROCEDURE
7.1. If, arising from the Agreement, the Borrower is obliged to pay the Bank various amounts at one and the same time, the costs related to the collection of debt shall be considered to have been paid in the first order, thereupon the outstanding Overdraft Amount, thereupon the outstanding Interest, starting with the earlier debt, and thereupon the default interest, penalties and other fees.

7.2. The Bank shall be entitled to refuse payments or transfers from the Borrower's Current Account(s) with the Bank until the settlement of the debt, and give priority to the satisfaction of its claims from the amounts received in the Borrower’s Current Account(s). The Borrower has granted the Bank the right to perform the aforementioned actions by signing the Agreement.
7.3. The Borrower shall pay all amounts arising from the Agreement to the Bank without any deductions or set-offs.

7.4. If the funds available on the Borrower's Current Account(s) in the currency of the relevant payment are insufficient on the payment date, the Bank shall have the right to withdraw amounts also in other currencies by converting the necessary amount at the Borrower’s expense.

7.5. Upon official replacement of the currency of the Overdraft Limit with another currency, the Bank shall be entitled to change the currency of the Overdraft Limit unilaterally and recalculate the Financial Liabilities and outstanding default interest on the basis of the official exchange rate of the new currency.

8. OBLIGATIONS OF BORROWER

8.1. The Borrower shall submit all documents requested by the Bank that evidence the economic situation of the Borrower within 5 (five) Banking Days as from the receipt of the relevant request from the Bank.

8.2. The Borrower shall inform the Bank within five (5) Banking Days of the submission to the court of a petition for the reorganisation of their debts.

8.3. The Borrower shall notify the Bank in writing within 5 (five) Banking Days if:

8.3.1. the personal and/or contact information of the Borrower change;
8.3.2. the monthly income transferred to the Current Account decreases or stops being transferred;
8.3.3. an enforcement or judicial procedure has been initiated against the Borrower (incl. a bankruptcy caution has been submitted against the Borrower, or they themselves or a third party (third parties) has (have) submitted a petition to the court for the declaration of bankruptcy of the Borrower);
8.3.4. such events occur that affect the Borrower’s due performance of the Agreement pursuant to its terms and conditions;
8.3.5. the Borrower has assumed an additional loan obligation and/or another financial liability before a Third Party. Loan obligations mean such obligations which have arisen as a result of taking a loan, leasing or security transactions (including suretyship).

8.4. During the Agreement term the Borrower’s regular income shall continue to be transferred to the Current Account at least in the amount that served as the basis for determining the Overdraft Limit, unless otherwise agreed by the Parties.

9. CANCELLATION OF AGREEMENT

9.1. The Bank shall have the right to cancel the Agreement and demand immediate performance of the Financial Liabilities and any other claims arising from the Agreement by giving the Borrower written notice thereof if:

9.1.1. the Borrower fails to duly perform the obligations arising from the Agreement (incl. failing to pay Interest pursuant to the procedure provided for in the Agreement);
9.1.2. the monthly income transferred to the Current Account over the last three months has been less than 50% of the Overdraft Limit for each month;
9.1.3. the circumstances that served as the basis for the conclusion of the Agreement have changed (incl. the regular income transferred to the Current Account has decreased, the Borrower has assumed additional financial liabilities or the Borrower has submitted false information to the Bank);
9.1.4. enforcement proceedings have been initiated against the Borrower;
9.1.5. the Borrower does not duly perform the financial liabilities arising from other agreements concluded with the Bank and/or a subsidiary (subsidiaries) belonging to the consolidation group of the Bank.

9.2. In the events specified in Article 9.1 of the Agreement, the Borrower shall make all payments within 10 (ten) Banking Days after the receipt of the relevant notice from the Bank.

9.3. Upon termination of the Agreement by the Bank, the Borrower shall, at the request of the Bank, pay the Bank a one-off penalty to the extent of up to 1% of the amount of the Financial Liabilities. The Bank shall immediately notify the Borrower of the penalty claim. The penalty shall be paid within the term specified in Article 9.2. of the Agreement.

9.4. Upon cancellation of the Agreement by the Bank there may arise additional expenses that relate to judicial and/or enforcement procedure and that shall be paid by the Borrower.

10. OTHER TERMS AND CONDITIONS

10.1. Any disputes between the Parties shall be subject to resolution by way of negotiations. In the said event the Borrower shall also have the right to address competent pre-trial bodies (e.g. the Consumer Complaints Committee). Failing agreement, the dispute shall be resolved in court. Legislative provisions of the Republic of Estonia shall be applied to the Agreement. The Borrower warrants and represents that at the time of entry into the Agreement their permanent or primary
place of residence is in Estonia, they agree that the law of the Republic of Estonia shall be applied to the relationships arising from the Agreement and that the disputes arising from the Agreement shall be resolved in Estonian courts. The Parties have agreed that if, following the entry into force of the Agreement, the Borrower takes up residence abroad or if the Borrower’s place of residence at the time of filing an action is unknown, any and all disputes arising from the Agreement shall be resolved in Estonian courts.

10.2. Any amendments to the Agreement shall enter into force as of conclusion of the Agreement in the Internet Bank of the Bank or as of signing by both Parties, unless the Parties have agreed otherwise. Only the terms and conditions of the Agreement specified by the Bank may be amended in the Internet Bank of the Bank.

10.3. The Bank shall have the right to amend the terms and conditions of the Agreement unilaterally if legislative provisions regulating consumer credit or other relations arising from the Agreement change and amendment of the Agreement is justified by harmonisation thereof with the new legislative provisions. The Bank shall notify the Borrower of the relevant amendments in advance. Should the Borrower not consent to the new terms and conditions, the Borrower shall be entitled to terminate the Agreement immediately.

10.4. Notices relating to the Agreement shall be made in writing and sent by letter to the address of the other Party (in the cases specified in Article 9.1 of the Agreement, the Bank shall deliver the notice against signature or send it by registered mail). A notice sent by one Party to the other Party by letter to the address specified in the Agreement or in a later notice shall be deemed as received when 5 (five) Banking Days since posting the notice have passed. The Parties shall have the right to send notices and applications related to the Agreement to each other also through the Internet Bank or another electronic channel accepted by the Bank. In this case, notices shall be deemed as received by the Borrower at the latest on the Banking Day following the day of sending.

10.5. The Parties shall maintain the confidentiality of the information concerning the Overdraft Agreement and shall not disclose it to Third Parties without the prior written consent of the other Party, except to a Third Party who is the owner of the property encumbered with a security or a surety or whose right to receive information arises from the law of the Republic of Estonia. By signature of the Agreement the Borrower has given the Bank the right to disclose information about the Overdraft Agreement and the Borrower also to the companies belonging to the consolidation group of the Bank and the parent company of the Bank. If the Borrower fails to duly perform the obligations arising from the Agreement, the Bank shall have the right to disclose the information concerning the Agreement and the Borrower to Third Persons (incl. the payment disturbances register administered by Krediidiinfo AS) at its own discretion. The processing of the information concerning this Overdraft Agreement and the Borrower (incl. forwarding it to Third Parties) shall take place in accordance with the principles of processing client data in the Estonian companies of Swedbank and the provisions of this Section do not preclude or limit the application of the aforementioned principles.

10.6. The Financial Supervision Authority exercises supervision over the Bank (postal address: Sakala 4, Tallinn 15030, phone 6 680 500, fax 6 680 501, e-mail info@fi.ee, website www.fi.ee).

10.7. The Agreement shall enter into force as of signing the Agreement and remain in force until the Borrower fully pays their Financial Liabilities, possible calculated default interest and outstanding fees to the Bank.

10.8. The relations between the Borrower and the Bank that are not regulated by the Agreement shall be governed by the General Terms and Conditions of the Bank.

10.9. The borrower represents and warrants that knows the objective of the loan and his/her financial condition and that he/she have presented correct, relevant and adequate information to the bank about his/her interests, needs and financial condition (regular income, financial liabilities, regular costs, etc.) and the processing thereof has taken place with his/her consent.

10.10. By signing the Agreement the Borrower warrants and represents that he/she has read the Overdraft Agreement and the Standard Terms and Conditions of the Overdraft Agreement, received detailed information about the Overdraft Agreement and the Standard Terms and Conditions of the Overdraft Agreement, received detailed information about the rights and obligations arising from the aforementioned documents, fully understood them and agree with the terms and conditions thereof. The Borrower also warrants and represents that he/she has received the Standard European Consumer Credit Information and additional pre-contractual information about small financing products, which is, among other things, also available on the Bank’s website at www.swedbank.ee, and that they have fully understood the contents of the aforementioned documents. The Borrower warrants and represents that the Bank has notified him/her sufficiently and the Borrower has understood the threats arising from the entry into the Overdraft Agreement.