1. DEFINITIONS

**Annuity payment** is a payment in case of which the Borrower's monthly payment to the Bank (the total of repayment of the Loan Amount and Interest payment) is equal until the Final repayment date, except for the last payment in the Payment Schedule differing from others due to rounding.

**Current Account** is the current account specified in the small loan agreement, from which Financial liabilities shall be discharged.

**Payment Schedule** is the schedule of the Loan Amount repayment and Interest payment, drawn up in accordance with the terms and conditions of the Agreement. The Payment Schedule provides the number, amounts and dates of payments.

**Price List** is 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 Bank's General Conditions.

**Interest** is a fee payable by the Borrower to the Bank for the use of Loan Amount.

**Interest rate** is the amount of Interest given as a percentage.

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

**Total Credit Cost** is the Loan Amount, the Interest payable until the Final Repayment Date 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. Upon amendment of the Agreement, the Total Credit Cost shall be calculated on the basis of the conditions effective upon entry into the amendment of the Agreement.

**Percentage Rate of Charge** is given as a percentage of the Loan Amount and it expresses the burden of expenses (the Interest, the Agreement Fee) arising for the Borrower from the Loan Amount per year. The Percentage Rate of Charge is calculated as of the signature of the Agreement or amendments to the Agreement and it is valid only if the Final Repayment Date is not changed and the Parties perform their contractual obligations by the agreed time and on the agreed terms and conditions. Upon calculation of the 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.

**Loan Amount** is the amount of money granted by the Bank to the Borrower's disposal on the basis of the Agreement.

2. RIGHT TO WITHDRAW FROM THE AGREEMENT

2.1. The Borrower has the right to withdraw from the Agreement within fourteen (14) calendar days as from the date of entry into the Agreement. If the Borrower wishes to withdraw from the Agreement they must 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 Loan Amount and the Interest calculated on the Loan Amount as of putting it into use until the repayment, but not later than within thirty (30) calendar days as of the date of submission of the withdrawal declaration. If the Borrower fails to return the Loan Amount within the above time limit, it shall be considered that the Borrower has not withdrawn from the Agreement.

3. DISBURSEMENT OF LOAN AMOUNT

3.1. The Bank shall disburse the Loan Amount at least within three (3) Banking Days after the entry into force of the Agreement. The Bank shall transfer the Loan Amount without any additional order by the Borrower.

3.2. If, according to the main terms and conditions of the Agreement, the liabilities of the Borrower before the Bank or subsidiaries belonging to the consolidation group of the Bank are refinanced out of the Loan Amount, the Bank shall have the right to immediately debit the Loan Amount from the Current Account and use it for the intended purpose. By signing the Agreement the Borrower gives the Bank an order for the operation.

3.3. The Bank shall not re-lend the Borrower the Loan Amount or any part thereof repaid to the Bank by the Borrower.
4. REPAYMENT OF LOAN AMOUNT

4.1. The Borrower shall repay the Loan Amount by monthly Annuity payments on the terms and conditions specified in the Agreement. The Bank shall debit the Current Account on the repayment dates of the Loan Amount by the amounts fixed in the Payment Schedule. The Borrower shall ensure that the Current Account holds a respective amount on the due dates. In case the Current Account does not hold the funds needed for making the payment on the respective term, the Bank will debit the respective amount immediately after the receipt thereof in the Current Account. In case the Current Account marked in Agreement does not hold the payable amounts, the Bank shall withdraw the payable amounts from Borrower’s other account(s) (incl. from other currencies).

4.2. The Borrower is entitled to return the Loan Amount or part thereof before the Final repayment date by notifying the Bank thereof in writing two (2) Banking Days in advance. In case the Borrower desires an early repayment he or she is entitled to the immediate premature termination of the Agreement in Bank’s internet bank in the manner specified by the Bank for the termination of the Agreement in Bank’s internet bank. Upon the termination of the Agreement over Bank’s internet bank the Agreement shall be considered terminated, if the Current Account holds sufficient means for settling Financial liabilities and calculated default interest. In case of early repayment, the Borrower shall not pay the Bank Interest for the time of not using the Loan Amount.

4.3. If the Borrower exercises the right specified in article 4.2 of the Agreement, the Bank shall have the right to demand reasonable compensation from the Borrower, which is directly related to the early repayment of the Loan Amount or a part thereof at the rate specified in the Price List. The amount of the compensation shall not exceed 1% of the Loan Amount or portion thereof repaid before the prescribed time, if the period between the early repayment of Loan Amount or the portion thereof and the Final Repayment Date of the Loan Amount exceeds one (1) year, and 0.5% of the Loan Amount or the portion thereof if the period does not exceed one year. The compensation claimed from the Borrower shall not exceed the amount that the Borrower would have been as Interest during the period between the early repayment and the Final Repayment Date of the Loan Amount.

4.4. The Borrower shall pay the early repayment fee along with the amount to be repaid early to the Bank within 10 (ten) Banking Days as of the receipt of the early repayment application by the Bank. The Borrower pays the early repayment fee to the Bank on the date of early repayment of the Loan Amount or part thereof.

5. CALCULATION AND PAYMENT OF INTEREST

5.1. While calculating Interest, the Bank shall proceed from the actual number of days in a calendar month and a 360-day year. The Bank commences calculation of Interest from the day of transfer of the Loan Amount to the Current Account. The Borrower herewith undertakes to pay Interest on the outstanding Loan Amount at the Interest rate provided in the Agreement on a monthly basis.

5.2. The Bank shall debit the Current Account by the Interest payable on the Interest payment dates. The Bank shall debit the last Interest from the Current Account on the Final repayment date. In case the Current Account does not hold the funds needed for making the payment on the respective term, the Bank will debit Interest payable immediately after the receipt thereof in the Current Account.

5.3. The Borrower shall have an amount sufficient for payment of the Interest on the Current Account 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 Bank's Price List.

6. PAYMENT SCHEDULE

6.1. The Borrower shall repay the Loan Amount and pay Interest to the Bank on the terms and conditions agreed on in the Agreement. The size and amount and the due date of the principal and Interest payments payable by the Borrower to the Bank have been given in the Schedule.

6.2. By signing the Agreement the Borrower warrants and represents that the Bank’s representative has submitted the Schedule to the Borrower, the Borrower has examined the Schedule, understood it and consents to the size of the payments set out therein.

6.3. During the Agreement term the Borrower has the right to obtain the Schedule free of charge. If the Borrower has entered into a teleservices agreement, the Borrower can access the Schedule through the Internet Bank.

6.4. The Parties have agreed that if the Borrower has entered into a teleservices agreement, the Bank’s obligation to regularly submit the repayment schedule to the Borrower is deemed to have been fulfilled.

7. PAYMENT OF AGREEMENT FEE

7.1. Upon the disbursement of the Loan Amount to the Borrower the Bank shall debit the Current Account by the Agreement fee specified in the Agreement. Upon amendment of the terms and conditions of the Agreement the Bank shall debit the Current Account by the Agreement fee specified in the Bank's price list on the date of making the amendment.

8. EXPENSES ARISING FROM LATE PAYMENT AND PAYMENT OF SUCH EXPENSES

8.1. If there is not enough money on the Current Account as of the deadline of fulfillment of the Material 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 of
the day following the due date at the rate established in the Price List at the moment of emergence of the
default interest claim. 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.
8.2. The default interest rate is the interest rate applicable to the main refinancing operations of the
European Central Bank (the ECB interest rate) + 7% a year. The ECB interest rate is published in the official
publication Ametlikud Teadaanded. The default interest rate may change twice a year (on January 1 and
July 1) if the ECB interest rate has changed. The default 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.
8.3. If the Borrower does not pay the Loan Amount and/or the Interest by the due date and has been
overdue for more than 20 (twenty) calendar days and the Bank has sent the Borrower a repetitive reminder,
the Borrower shall, at the request of the Bank, pay a fee for processing the debt pursuant to the Price List.
8.4. The fee for processing the debt, default interest and/or payment of the penalty does not release the
Borrower from the performance of the obligation(s) arising from the Agreement.

9. ORDER OF PAYMENT
9.1. If the Borrower has the obligation to pay various amounts arising from the Agreement 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 Loan Amount, thereupon the outstanding Interest, starting with the earlier debt,
and thereupon the default interest, fines and other fees.
9.2. The Bank is entitled to refuse payments or transfers from the Borrower's current account/accounts 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/accounts. The Borrower has granted the Bank the permit to
perform the above actions by concluding the Agreement.
9.3. The Borrower shall pay all amounts arising from this Agreement to the Bank without any deductions
and set-offs.
9.4. If there is not a sufficient amount in the currency of the relevant payment on the Borrower's current
account(s) on the due date, the Bank shall have the right to withdraw the amounts in other currencies by
converting the necessary amount at the Borrower's expense.
9.5. Upon the official replacement of the Loan Amount currency with another currency the Bank shall be
entitled to change the Loan Amount currency unilaterally and to recalculate the Financial liabilities and the
outstanding default interest into the introduced currency on the basis of official exchange rate.

10. OBLIGATIONS OF BORROWER
10.1. The Borrower undertakes to submit all documents confirming the Borrower's financial condition
requested by the Bank to the Bank within five (5) Banking Days upon receipt of a respective request from
the Bank.
10.2. 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.
10.3. The Borrower shall notify the Bank within five (5) Banking Days if:
10.3.1. personal data and/or contact data of the Borrower changes;
10.3.2. an enforcement or judicial procedure has been initiated against the Borrower (incl. a bankruptcy
cautions has been submitted against the Borrower or (a) third party (parties) has (have) or the Borrower itself
has submitted a bankruptcy petition with the court);
10.3.3. events affecting the due performance of the terms and conditions of the Agreement by the Borrower
occur.
10.3.4. the Borrower has assumed an additional loan and/or any other financial liability in regard of a Third
Party. Loan obligations denote such obligations which have arisen as a result of a loan, leasing or securing
transactions (including surety).
10.4. Within the term of validity of the Agreement the Borrower's regular income shall continue to be
received in the Current Account at least in the amount, which served as the basis for determining the Loan
Amount, unless otherwise agreed upon by the Parties.
10.5. Upon non-performance of the obligations specified in Clauses 10.1., 10.3. and 10.4. of the Agreement
or improper performance thereof, the Bank is entitled to request a fine of up to 2% of the Loan Amount from
the Borrower. The Borrower undertakes to pay the said fine to the Bank within ten (10) Banking Days from
the day he or she receives the relevant written request from the Bank.

11. CANCELLATION OF AGREEMENT
11.1. The Bank shall be entitled to cancel the Agreement and demand immediate fulfilment of Financial
liabilities and other claims arising from the Agreement, notifying the Borrower thereof in writing in the
following cases:
11.1.1. the Borrower is in partial or full deferral regarding three (3) consecutive payments of the Loan
Amount and fails to settle the debt also after two (2) weeks from the receipt of the respective request from
the Bank;
11.1.2. the Borrower fails to fulfil other obligations arising from Agreement in a proper manner;
11.1.3. execution proceeding has been initiated against the Borrower;
11.1.4. the Borrower fails to fulfil financial liabilities arising from other agreements concluded with the Bank
and/or a subsiduary/subsidiaries of the consolidation group of the Bank;
12. OTHER TERMS AND CONDITIONS

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

12.2. Claims arising from the Agreement shall expire in 5 (five) years.

12.3. Any amendments and modifications made to the Agreement shall enter into force from conclusion in Bank’s internet bank or from signing by both Parties, unless the Parties have agreed otherwise. Only the terms and conditions of the Agreement specified by the Bank may be modified in Bank’s internet bank. The Parties have agreed that the conclusion of the respective Agreement amendment in Bank’s internet bank or a Borrower's unilateral notice shall be sufficient in order to change the Current Account.

12.4. The Bank shall have the right to amend the terms and conditions of the Agreement unilaterally if legal standards regulating consumer credit or other relations arising from the Agreement change and amendment of the Agreement arises from harmonisation thereof with new legal standards. The Bank shall notify the Borrower in advance of the corresponding changes. If the Borrower does not agree to the changes, he or she is entitled to terminate the Agreement immediately.

12.5. Notices relating to the Agreement shall be sent by letter to the address of the other Party (in the events specified in article 11.1 of the Agreement, in a format that can be reproduced in writing). Any notice sent by one Party to the other Party by letter to the address specified in the Agreement or in any further notice shall be considered received upon the expiry of five (5) Banking Days from the day the notice was mailed. The Parties are entitled to forward written notices and applications under the Agreement to each other through Bank’s internet bank or any other electronic means accepted by the Bank. In such case, the notices shall be considered as received by the Borrower not later than on the Banking Day following the sending.

12.6. The Parties maintain the confidentiality of the information concerning the small loan agreement and do 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 the security or a surety or whose right to receive information arises from the laws of the Republic of Estonia. By signing the Agreement the Borrower has given the Bank the right to disclose information about the Small Loan 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 small loan 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 small loan agreement and the Borrower (incl. forwarding 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.

12.7. The Financial Supervision Authority exercises supervision over the Bank (postal address: Sakala 4, Tallinn 15030).

12.8. The Agreement shall enter into force from concluding the Agreement and remain in force until full payment of the Financial liabilities, calculated default interest and unpaid sums to the Bank by the Borrower.

12.9. The relations between the Borrower and the Bank that have not been regulated by the Agreement shall be governed by the General Conditions of the Bank. In the event of a conflict between a main condition and the Standard Small Loan Conditions the respective main condition shall be applied.

12.10. By signing the Agreement the Borrower warrants and represents that they have read the Small Loan Agreement and the Standard Small Loan Conditions and received detailed information about the Agreement, the Standard Small Loan Conditions and the rights and obligations arising from the Agreement and Conditions and fully understands and agrees with the Agreement and Conditions. The Borrower also warrants and represents that they have received the Standard European Consumer Credit Information and pre-contractual information of additional small financing products, which is, among other things, available on the Bank’s website at www.swedbank.ee, and has fully understood the contents of the aforementioned documents. The Borrower warrants and represents that the Bank has notified them sufficiently and the Borrower has understood the threats arising from the entry into the Small Loan Agreement.