GENERAL CONDITIONS OF SMALL LOAN AGREEMENT

1 DEFINITIONS

Annuity payment is a payment in 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 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.

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.

Annual percentage rate of charge of credit is given as a percentage from the Loan Amount and expresses the Borrower's annual burden of costs (Interest, Agreement fee) arising from the use of the Loan Amount. The Annual percentage rate of charge of credit specified in the Agreement is applicable only in the event the Final repayment date is not changed and the Parties fulfill their obligations arising from the Agreement when due and as appropriate. The Bank calculates the Annual percentage rate of charge of credit in accordance with the formula approved by the Ministry of Finance of the Republic of Estonia and rounds off the result to the second decimal place.

Gross Amount of Credit is a sum of the Loan Amount, Interest payable until the Final repayment date and Agreement fee. Upon amending the Agreement, Gross Amount of Credit shall be re-computed only in case the Loan Amount is increased in the amendment of the Agreement. Upon amending the Agreement, Gross Amount of Credit shall be calculated on the basis of conditions valid at the time of concluding the amendment to the Agreement.

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

Agreement is this small loan agreement along with all the annexes thereto.

Agreement fee is 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 of the Agreement.

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

Bank is Swedbank AS, registry code 10060701, location Liivalaia 8, Tallinn.

Parties or a Party are the Bank and the Borrower jointly or individually.

Final repayment date is the day when the Borrower shall have fully performed his or her Financial liabilities to the Bank.

Financial liabilities are the Loan Amount, Interest, Agreement fee and fines.

2 RIGHT TO WITHDRAW FROM THE AGREEMENT

2.1. The Borrower has the right to withdraw from the Agreement within fourteen (14) calendar days from the day of concluding the Agreement. If the Borrower wishes to withdraw from the Agreement, he or she shall present an application for withdrawal within fourteen (14) calendar days after concluding the Agreement at the contact address of the Bank indicated in the Agreement or in the manner specified in Bank’s internet bank for forwarding bank notices. If the Borrower exercises the right of withdrawal from the Agreement, the Borrower shall repay the Loan Amount to the Bank within fourteen (14) calendar days after the day of presenting the application for withdrawal. 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 Parties have agreed that the Bank shall transfer the Loan Amount to the Current Account after the concluding of the Agreement. The Bank shall transfer the Loan Amount without any additional order of the Borrower.

3.2. 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.

4.2. The Borrower is entitled to return the Loan Amount before the Final repayment date by notifying the Bank thereof in writing five (5) 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 default interest as of the termination of the Agreement. In case of early repayment, the Borrower shall not pay the Bank Interest for the time of not using the Loan Amount or other expenses related to early repayment unless the Borrower returns the Loan Amount ahead of its term within the first nine (9) months from concluding the Agreement. If the Borrower returns the Loan Amount ahead of its term within the first nine (9) months, he or she shall be obliged to pay the Bank Interest and other expenses related to early return of the Loan Amount for the first nine (9) months.

5 CALCUATION 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 ensure that the Current Account holds a respective amount for the payment of Interest on due dates. In case the Borrower fails to pay the Interest in due time, he or she shall be obliged to pay a fee upon the request of the Bank for the processing of debt on the basis of the Bank’s price list. In case the Borrower delays the payment of Interest for sixty (60) days, he or she undertakes to pay a single fine to the Bank in the amount of up to 19.17 euros (nineteen euros and 17 cents). The Bank shall immediately notify of the claim. Payment of the fine does not relieve the Borrower of the obligation to make the payment of Interest.

6 PAYMENT SCHEDULE

6.1. Loan Amount repayments and Interest payments payable by the Borrower to the Bank, as well as the dates of payment thereof, are provided in the Payment Schedule.

6.2. Payment Schedule shall form an integral part of this Agreement. By concluding the Agreement the Borrower acknowledges that he or she has examined this Payment Schedule, understands it, and agrees to the amounts of payments specified therein.

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 CALCULATION AND PAYMENT OF DEFAULT INTEREST

8.1. If, as of the term of the performance of Financial liabilities (except the Interest), the Current Account holds no funds in the amount payable, the Bank is entitled to start calculating default interest on the outstanding amount from the day following the above-specified date on the basis of the rate provided in the Bank’s price list. Calculation of the default interest shall end on the day when the outstanding amounts are paid in full. The Bank shall debit the Current Account with the default interest payable.

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. The Bank shall notify the Borrower of the change of the Loan Amount currency in advance.

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 notify the Bank within five (5) Banking Days if:
10.2.1. personal data and/or contact data of the Borrower changes;
10.2.2. court proceeding has been initiated against the Borrower;
10.2.3. events affecting the due performance of the terms and conditions of the Agreement by the Borrower occur.
10.2.4. 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).

10.3. 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.

10.4. Upon non-performance of the obligations specified in Clauses 10.1. - 10.3. 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 subsidiary/subsidiaries of the consolidation group of the Bank;
11.2. In cases specified in Clause 11.1. of the Agreement, the Borrower undertakes to make all payments within ten (10) Banking Days after receipt of the relevant notice from the Bank.
11.3. Upon cancellation of the Agreement by the Bank the Borrower undertakes, upon the request of the Bank, to pay the Bank a single fine in the amount of 1% of the amount of Financial liabilities. The Bank shall immediately notify the claim. The fine shall be paid within the period specified in Clause 11.2. of the Agreement.

12 OTHER TERMS AND CONDITIONS
12.1. Any disputes arising from the Agreement shall be settled by an agreement of the Parties. Failing agreement, the court having jurisdiction in the location of the Bank shall resolve the dispute. The Agreement shall be governed by the legislation of the Republic of Estonia.
12.2. 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.
12.3. 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.
12.4. Notices relating to the Agreement shall be sent by letter to the address of the other Party (in the cases specified in Clause 11.1. of the Agreement, the Bank shall deliver the notice against signature or send it by registered mail). 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.
12.5. The Parties shall maintain confidentiality of the information related to the Agreement and not disclose it to any Third Persons without the prior written consent of the other Party, except to the Third Persons whose right to receive such information arises from the laws of the Republic of Estonia. The Bank shall also have the right to disclose the aforementioned information without the written consent of the Borrower to subsidiaries of the consolidation group of the Bank and to credit institutions having a significant shareholding (over 10%) in the Bank. If the Borrower fails to duly perform its 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 register of defaulted payments) at its own discretion. The Client represents and warrants that they are aware of the provisions of the Principles of Client Data Processing in the Estonian Companies of the Swedbank being applied to the relationship between the Client and the Bank once the Agreement is signed and they agree therewith.

12.6. 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.

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

12.8. By concluding the Agreement, the Borrower confirms that he or she has read the Agreement and received detailed information concerning the Agreement and the rights and obligations arising from the Agreement, and he or she fully understands the Agreement and agrees to the terms and conditions thereof.