1. GENERAL PRINCIPLES OF AGREEMENT
1.1 Investment deposit is a term deposit opened on the basis of the investment deposit agreement (hereinafter the Agreement) pursuant to the offering terms and conditions where the interest paid on the deposit depends on the underlying asset value or the changes therein.
1.2 Swedbank AS (hereinafter the Bank) offers the deposit during the sales period specified in the offering terms and conditions. If the volume of investment deposit agreements entered into during the sales period does not reach the minimum volume specified in the offering terms and conditions, the Bank shall be entitled to deem the Agreement terminated and not to open a deposit.
1.3 Upon entry into force of the investment deposit offering terms and conditions, the Bank shall provide the necessary information on its website or via the internet bank.
1.4 The Bank does not offer or sell the investment deposit to US persons or entities. The Client hereby represents and warrants to the Bank that they are not a US person or entity. The Bank has the right to terminate the Agreement immediately if the Client is a US person/entity or becomes a US person/entity during the term of the Agreement. The Client shall inform the Bank immediately of any circumstances that could cause the Client to be qualified as a US person or entity. The Bank may also use public information when assessing if a client qualifies as a US person or entity. A legal entity can be a US entity, _inter alia_, when it is established in the US, acts in accordance with US law, has a US postal address or has some business activities in the US. A representative office or a branch of a foreign legal entity can be qualified as a US entity on the same conditions. A natural person can be a US person, _inter alia_, when they are considered a US resident for tax purposes or if the person stays in the US for a specific period for educational or work purposes. A person or an entity can also be considered a US person/entity under other grounds specified in US law. The Bank shall not be liable for any loss that the Client may suffer as a result of termination of the Agreement.

2. OFFERING TERMS AND CONDITIONS
2.1 _Inter alia_, the following investment deposit (hereinafter the Deposit) **Offering Terms and Conditions** form an integral part of the Agreement:
2.1.1 _Sales period_ – the period when the Agreement is entered into and the Deposit is opened;
2.1.2 _Deposit period_ – the start and final date of the deposit period;
2.1.3 _Deposit amount_ – the amount of money held in the Deposit;
2.1.4 _Underlying asset_ – security, index or another variable whose value affects the Deposit interest;
2.1.5 _Risk premium_ – a non-refundable amount to be paid to the Bank in addition to the deposit amount. If the movement of the underlying asset is favourable, the risk premium enables to earn higher interest on Deposit than on a deposit without a risk premium.
2.1.6 grounds on which the Bank is entitled to declare the Offer Terms and Conditions null and void.

3. DEPOSIT OPENING AND SETTLEMENTS
3.1 The client shall have a current account (hereinafter the Account) with the Bank in order to open a Deposit.
3.2 Upon entry into the Agreement or during the validity of the Agreement the client shall notify the Bank if the deposit amount has been acquired on the account of funds in an investment account. The notification submitted may be amended by the client from time to time during the validity of the Agreement. The Bank has the right to terminate the Agreement and, in case of a Deposit with a risk premium, also the risk premium amount.
3.3 The Bank shall have the right to declare the Offer Terms and Conditions null and void if the Deposit amount is below the minimum Deposit volume specified in the Offering Terms and Conditions.
3.4 The Bank may debit the deposit amount and the risk premium from overdraft if the Bank has opened overdraft for the client’s Account and/or out of other currencies in the Account if the client has given the Bank such right by the Agreement. The order of debiting out of other currencies shall be determined by the Bank.
3.5 If there is no money in the Account to cover the deposit amount and the risk premium on the start date of the deposit period, the Bank shall deem the Agreement terminated. No separate notification of the termination of the Agreement will be sent to the client.
3.6 The Bank shall have the right to declare the Offering Terms and Conditions null and void if the volume of the Deposits set up by the final date of the sales period is below the minimum Deposit volume specified in the Offering Terms and Conditions. In such a case, the Bank shall not debit the Account with the deposit amount or the possible risk premium, and it shall terminate the Agreement.
3.7 The client cannot make any payments to or from the Deposit during the deposit period.
3.8 If the interest is above zero at the expiry of the Deposit, the Bank shall transfer the deposit amount and the interest to the client’s Account on the final date of the deposit period.

4. AMENDMENT OF AGREEMENT
4.1 The Bank may unilaterally amend the Agreement terms and conditions and/or Offering Terms and Conditions by notifying the client on the Bank’s website, on paper, via the internet bank, by e-mail or text message or otherwise at least 2 (two) months in advance, except in case of amendments independent from the Bank (e.g. a corporate action of the issuer of the underlying asset).
4.2 If the Client does not agree to the amendments, they may cancel the amended Agreement by notifying the Bank within the term specified in clause 4.1 in writing or otherwise as agreed.
4.3 If the Client has not cancelled the Agreement within the term established in clause 4.1, it shall be deemed that the Client has consented to the amendments.

5. TERMINATION OF AGREEMENT
5.1 The Client may cancel the Agreement at any time by giving a respective order to the Bank.
5.2 Upon premature cancellation of the Agreement, i.e. upon cancellation of the Deposit, the Bank shall transfer the deposit amount and the interest (if any) to the client’s Account and withhold the cancellation fee. Upon paying any interest, the cancellation fee shall be deducted from the interest amount.
5.3 Upon premature cancellation of the Agreement, the Bank shall make the transfers specified in clause 5.2 within 2 (two) banking days as of the submission of the cancellation application.
5.4 Upon expiry of the Agreement, the Bank shall transfer the deposit amount and the interest (if any) to the client’s Account on the final date of the deposit period.

6. MISCELLANEOUS
6.1 In the case of discrepancies between the Agreement and the Offering Terms and Conditions, the latter shall prevail.
6.2 The General Terms and Conditions of the Bank, the Principles of Processing Client Data in the Estonian Companies of Swedbank and the Bank's Current Account Conditions shall apply in matters not regulated by the Agreement. The client represents and warrants that they have read the abovementioned terms and conditions, the Agreement and the Deposit Offering Terms and Conditions, have understood them and agree to them.

WARNINGS
If you fulfilled the risk questionnaire and selected a type of security, investment product or service other than deemed suitable or appropriate for you pursuant to the questionnaire, please note that on the basis of the information that you have provided to Swedbank in relation to your knowledge and experience, the Bank considers that the security, investment product or service you have chosen is not suitable or appropriate for you. If you still wish the Bank to proceed you should note that the security, investment product or service may not be suitable or appropriate for you and that you may put yourself in a position where the risk assumed by you does not correspond to your knowledge and experience and/or due to your knowledge and experience you cannot correctly assess or control the risks relating to that particular security, investment product or service.

If you failed to provide Swedbank with sufficient information regarding your knowledge and experience in the investment field or failed to provide any information or provided untrue information, there is a strong risk that the Bank is not able to assess whether you have the necessary knowledge and experience to understand the risks regarding a particular security, investment product or service. If you still wish the Bank to proceed you must note that the Bank may not be able to determine whether the selected security, investment product or service is suitable or appropriate for you.

If you enter into a transaction regarding an investment product or a non-complex security (e.g. money market instruments, shares and bonds traded on regulated markets, units or shares in UCITS investment funds or other non-complex instruments) on your own initiative, Swedbank is not required to assess the suitability or appropriateness of the security, investment product or the service provided to you and, and you cannot rely on legislation regulating the suitability or appropriateness assessment of the respective security, investment product or service. Thus, the Bank will not assess whether:
1) the relevant security, investment product or service meets your investment objectives; or
2) you would be able financially to bear the risk of any loss that the security, investment product or service may cause; or
3) you have the necessary knowledge and experience to understand the risks involved in a particular security, investment product or service.