TERM DEPOSIT AGREEMENT CONDITIONS
22.05.2010

1. CONTENT OF AGREEMENT
A term deposit is a deposit opened on the conditions provided for in the agreement on which the bank pays interest, at the discretion of the customer, either at the end of the deposit months or the deposit period.

2. DEFINITIONS
2.1 Price list – the price list of the services of the bank;
2.2 Deposit – a deposit account opened for the customer in the bank on the basis of the agreement;
2.3 Deposit month – part of the deposit period for accounting purposes, which lasts one month;
2.4 Deposit period – deposit term set forth in the agreement;
2.5 Deposit amount – amount of money in the deposit account;
2.6 Customer – person who has entered into this term deposit agreement with the bank;
2.7 Account – current account connected to the deposit in the bank;
2.8 Agreement – this term deposit agreement;
2.9 Bank – public limited company Swedbank AS.

3. OPENING AND USAGE OF DEPOSIT
3.1 The bank shall establish term deposit conditions in the bank (incl. deposited currencies, minimum deposit amounts and interest rates of deposit periods). The customer receives information about them from bank employees or bulletin boards of bank branches or the bank’s website on the Internet.
3.2 Upon opening a deposit, term deposit terms and conditions shall be set forth in an agreement.
3.3 The Bank shall commence the calculation of the deposit term on the day when the deposit amount stated in the contract or a bigger amount is received in the deposit.
3.4 The customer shall not be able to make payments to or from the deposit account during the deposit period.
3.5 The client can get information about any deposit transfers from the deposit statement. The client can access the deposit statement in electronic format provided the respective contract (e.g. Teleservices Contract) exists, or the Bank shall submit a paper statement at the request of the client.

4. RENEWAL OF DEPOSIT
4.1 The customer has the right to establish an order of automatic renewal for the deposit either for an unspecified period or by specifying the closing date of renewal.
4.1.1 If the closing date of renewal occurs later than the date of expiry of deposit period or if the closing date of renewal has not been specified, the bank shall automatically renew the deposit on the date of expiry of the deposit period for a deposit period of the same length and pursuant to the interest rate and other terms and conditions of the term deposit effective on the date of renewal (except for the case specified in clause 7.2 of the contract). The client can examine the current interest rates on the Bank’s website or at any bank branch.

4.1.2 If the closing date of renewal occurs on the same date or earlier than the date of expiry of the deposit period, the bank shall not renew the deposit and shall terminate the agreement.
4.2 Upon establishment of an automatic deposit renewal order, the customer shall choose one of the following ways of renewal:
4.2.1 the deposit is prolonged along with the interest. In such an event, the bank shall transfer the interest calculated for the last deposit period to the deposit account and the deposit amount shall be increased by the calculated interest (except for the case specified in clause 5.2.1 of the contract as in such case the deposit is renewed together with the interest calculated for the last deposit month);
4.2.2 only the deposit amount is renewed. Then, in this case, the bank shall transfer the interest calculated for the last deposit period to the account.
4.3 The customer has the right to establish an order of automatic renewal along with establishing a minimum interest rate. In this case, the automatic renewal is performed only if the interest rate effective on the date of renewal of the deposit is the same or higher than the minimum interest rate specified in the agreement.
4.4 The customer has the right to change the order of automatic renewal by submitting a relevant written application to the bank. The changed order shall enter into force as of the end of the current deposit period.

5. INTEREST CALCULATION
5.1 The bank shall calculate interest on the basis of the actual number of days in a calendar month and a 360-day year.
5.2 Upon opening the deposit, it shall be specified in the agreement that interest is paid to the account either:
5.2.1 at the end of each deposit month or
5.2.2 upon expiry of the deposit period.
5.3 During the period of validity of the agreement the customer cannot change the manner of the payment of interest.
5.4 Upon premature termination of the agreement, the bank shall not pay any interest to the customer for the current deposit period. The Bank shall deduct the interest amount (incl. monthly paid interest amounts) paid to the customer from the deposit amount.

6. AMENDMENT OF AGREEMENT
6.1 The Bank is entitled to unilaterally change the terms and conditions of the contract by notifying the client at least 2 (two) months in advance.
6.2 If the customer does not agree with the amendment of the terms and conditions of the agreement, the customer shall have the right to terminate the agreement within the term specified in clause 6.1 of the agreement. In such an event clause 5.4 of the agreement shall not be applicable.
6.3 If the customer has not terminated the agreement within the term specified in section 6.1 of the Agreement, it shall be considered that the customer agrees with the amendments.

6.4 The Bank shall notify the client of any amendment in the terms and conditions of the contract on paper or on any other durable medium (e.g. by e-mail, via the Internet Bank, by sending a mobile phone text message). The client can inter alia examine the amended terms and conditions of the contract at the bank branches, on the website or in any other manner specified in the message.

7. VALIDITY AND TERMINATION OF AGREEMENT

7.1 If the deposit amount specified in clause 3.3 of the contract is not received in the deposit within 10 (ten) calendar days from the date of opening the deposit, the bank shall terminate the contract and transfer the amount received back to the account.

7.2 If the terms and conditions of term deposit effective in the bank at the moment of renewal of the deposit do not allow for automatic renewal, the bank shall deem the order of automatic renewal to be invalid and terminate the agreement.

7.3 The customer has the right to terminate the agreement at any time by submitting a relevant written application to the bank.

7.4 Upon premature cancellation of the contract during the deposit term, the Bank is entitled to transfer the deposit amount to the account within 7 (seven) days from the receipt of the cancellation application, except for the case when the client indicates a later date in such application. If the client request the transfer of the deposit amount to the account on the day of cancelling the contract, the Bank is entitled to charge and the client is obliged to pay a fee established in the price list.

7.5 On the date of expiry or termination of the agreement the bank shall transfer the deposit amount and the outstanding interests (except in the case specified in clause 5.4 of the agreement) to the account.

8. OTHER CONDITIONS

8.1 The bank has the right to amend the terms and conditions of term deposit. The bank shall notify the customer of any amendments of the terms and conditions through the bulletin boards of bank branches or in another manner.

8.2 The bank has the right to disclose information about the agreement and the customer to third persons if this arises from the laws of the Republic of Estonia or the General Conditions of the Bank.

8.3 In matters and relations that are not regulated by this agreement, the General Conditions of the Bank, and Principles of Processing Client Data in the Estonian Companies of Swedbank and the terms and conditions of the current account shall be applied. The customer confirms that he or she has accessed the agreement, the terms and conditions of the current account, the General Conditions of the bank and Principles of Processing Client Data in the Estonian Companies of Swedbank and agrees with them.