

This Direct Debit Originator Agreement has been concluded between the Originator and the Bank on the basis of the principles of the Framework Agreement for Cross Usage of Interbank Direct Debits entered into on 13.06.2007 (hereinafter the Framework Agreement). The main objective of the Framework Agreement is to stipulate the functioning principles of the domestic Direct Debit cross usage scheme, the rights and obligations of the members of the Framework Agreement in connection with their participation in the interbank domestic Direct Debit cross usage scheme. Each member of the Framework Agreement shall be liable to the subscribers and originators pursuant to the Subscriber and Originator Agreements entered into by the member and to other members of the Framework Agreement on the basis and pursuant to the procedure provided in the Framework Agreement.

1. Definitions

1.1. **Business Day** is a day on which the Bank is open for providing the Direct Debit service. Detailed information about Business Days regarding the Direct Debit service is available in the Bank's price list.

1.2. **Debit Instruction** – the claim sent by the Originator to the Subscriber's Bank on the basis of which the Subscriber's Bank as the representative of the Subscriber shall be obliged to make the Payment according to the terms and conditions stipulated in the Subscriber Agreement.

1.3. **Debit Period** – the deadline defined in the Originator Agreement in calendar days during which the Subscriber shall be entitled to define the Collection date in the Subscriber Agreement.

1.4. **Itella** means Itella Information AS, registry code: 10179336, which is a company providing the technical solution of the domestic Direct Debit service;

1.5. **Subscriber** – the person who has entered into a Subscriber Agreement with the Subscriber's bank.

1.6. **Subscriber Agreement** – the Direct Debit agreement made between the Subscriber's bank and the Subscriber.

1.7. **Payment** – the payment transaction made on the basis of the Debit Instruction and under the terms and conditions of the Subscriber Agreement from the Subscriber's account in favour of the Originator.

1.8. **Subscriber Agreement Reference** – a reference number or any other unique Subscriber Agreement identifier established by the Originator.

1.9. **Collection Date** – the date specified in the Subscriber Agreement when the Subscriber's bank debits the Subscriber's account.

1.10. **Payment Amount** – the amount payable by the Subscriber to the Originator as indicated in the Debit Instruction.

1.11. **Payment Limit** – the maximum amount specified in the Subscriber Agreement for one Payment made according to the terms and conditions of the Subscriber Agreement. The Subscriber shall be entitled and obliged to set the Payment Limit.

1.12. **Daily/monthly limit** the maximum total amount specified in the Subscriber Agreement for payments made according to the terms and conditions of the Subscriber Agreement within 24 hours or a calendar month.

1.13. **Subscriber's Account** – the Subscriber's current account in the Subscriber's bank to which the relevant bank debits the Payments specified in the Subscriber Agreement.

1.14. **Report of the Subscriber's Bank** – the overview prepared by the Subscriber's bank about the Payments made on the basis of Payment Instructions that is submitted to Itella.

1.15. **bank** – a bank that has joined the Framework Agreement.

1.16. **Bank** – Danske Bank A/S Estonian branch, registry code 11488826.

1.17. **Party/Parties** – either the Bank or the Originator or both, depending on the context of the Originator Agreement.

1.18. **Framework Agreement** – the Framework Agreement for Cross Usage of Interbank Direct Debits entered into on 13.06.2007.

1.19. **Report** – an overview of the Payments made on the basis of Debit Instructions that is in accordance with the terms and conditions stipulated in the Framework Agreement and that is either the Report of the Subscriber's Bank, the Report of the Originator's Bank or the Originator's Report.

1.20. **Originator Agreement** – this Direct Debit Originator Agreement.

1.21. **Originator's Account** – the current account of the Originator with the Bank in which the Payment Amounts are received.

1.22. **Originator** – the person who holds a current account in the Bank and has entered into an Originator Agreement with the Bank.

1.23. **DDD** – the domestic interbank direct debit cross usage scheme that functions on the basis of the Framework Agreement and through which the Originator can submit Debit Instructions against Subscribers who have entered into Subscriber Agreements.

2. Object of the Agreement

2.1. The Bank shall enter into the Originator Agreement with the Originator proceeding from the principles of the Framework Agreement.

2.2. Exchange of information about Subscriber Agreements and Debit Instructions between the Originator, the Bank, the Subscriber, the Subscriber's bank and Itella shall take place in accordance with the technical conditions of Itella.

3. Entry into the Originator Agreement

3.1. The person who wishes to enter into a Originator Agreement shall submit a signed Originator Agreement to the Bank.

3.2. The Originator agrees that the Bank shall forward the details of the person who wishes to enter into an Originator Agreement (the name and personal ID or registry code of the Originator) and the details agreed in the Framework Agreement about the special terms and conditions of the Originator Agreement that shall be entered into to the other banks who have joined the Framework Agreement and to Itella. The Originator also agrees that the Bank, the banks and Itella process the above mentioned details/data in the extent required for DDD to function.

3.3. Each bank has the right to submit their opinion about the entry into the Originator Agreement within two (2) Business Days of receipt of the Originator's details. The Originator agrees that the parties to the Framework Agreement may disclose information about the Originator that is subject to banking secrecy in a justified extent when giving their opinion regarding the Originator.

3.4. The Bank shall notify the person who has submitted a signed Originator Agreement about whether the Originator Agreement was or was not entered into within four (4) Business Days of receipt of the Originator Agreement signed by the relevant person by forwarding to the Originator the Originator Agreement signed by the Bank when entering into the Originator Agreement.

3.5. The Bank shall notify Itella of the Originator Agreement that has been entered into within two (2) Business Days of the signing of the Originator Agreement.

3.6. Itella shall notify the potential Subscriber's banks of the entry into the Originator Agreement within two (2) Business Days of receipt of the information specified in clause 3.5. of the Originator Agreement and allow the Originator access to the Itella technical solution that complies with the terms and conditions of the Framework Agreement within four (4) Business Days of receipt of the information specified in clause 3.5. of the Originator Agreement.

4. Forwarding of Debit Instructions

4.1. The Originator shall forward the Originator's Debit Instructions to Itella through the Itella technical solution at least two (2) Business Days before the Debit Period or the Collection Date (if no Debit Period has been agreed) and only in respect of debts that have become collectible.

4.2. Itella shall check the compliance of the Debit Instructions with the terms and conditions specified in the Subscriber Agreement and shall accept for performance the Debit Instructions that comply with the terms and conditions of the Subscriber Agreement.

4.3. Itella shall return to the Originator the Debit Instructions that do not comply with the terms and conditions of the Subscriber Agreement.

5. Performance of Debit Instructions

5.1. The Subscriber's bank shall perform the Debit Instruction on the Collection Date specified in the Subscriber Agreement within the extent of the amount indicated in the Debit Instruction sent by the Originator through Itella.

5.2. The Subscriber's bank shall prepare the Report of the Subscriber's Bank for Itella about the payments made.

5.3. Itella shall prepare the Originator's Report and the Report of the Originator's Bank on the basis of the Report of the Subscriber's Bank by the fifth (5th) day of the relevant reporting month.

5.4. The Bank shall transfer the Payment Amounts to the Originator's Account specified in the Originator Agreement.

5.5. If on the Collection Date the funds in the Subscriber's account are insufficient for making the Payment or the Payment Amount exceeds the Payment Limit specified in the Subscriber Agreement, the Subscriber's bank shall not perform the Debit Order or

performs it partially, as stipulated in the terms and conditions of the Originator Agreement.

5.6. Itella shall forward information about unperformed or partially performed Debit Instructions to the Originator and the Originator's Bank in a relevant report.

5.7. The Originator is aware and agrees that the Subscriber is entitled to suspend the execution of the Payment(s) until the end of the Business Day preceding the Collection Date.

5.8. In the case not named in clause 5.7. the Subscriber is entitled to suspend the execution of the Payment(s) in agreement with the Bank. The Originator agrees that in agreement with the Bank the Subscriber is also entitled to suspend the execution of the Payment(s) on the Collection Date until the moment the Payment Amount is debited to the Subscriber's account.

6. Service Fee

6.1. The Originator shall pay for the service according to the current price list of the Bank.

7. Liability

7.1. The Originator shall be liable for the Debit Instructions being legal and true.

7.2. The Originator shall be liable for forwarding Debit Instructions at the time specified in the Originator Agreement. Itella shall not be obliged to perform Debit Instructions that have not been forwarded in time.

7.3. The Originator shall be liable for the correctness of the Debit Instruction. The Bank shall not resolve the Subscriber's complaints about the legality of Debit Instructions and the correctness of the data provided therein.

7.4. In the event of failure to perform or inappropriate performance of the Originator Agreement (incl. all Appendices) and the obligations assumed therewith the Party who is in breach of the Originator Agreement shall compensate the other Party for all damages caused as a result of such activity.

8. Term, Amendment and Termination of the Agreement

8.1. The Originator Agreement shall enter into force from the moment of signing it by both Parties and it shall be entered into for an unspecified term.

8.2. The special terms and conditions provided on the front page of the Originator Agreement, shall be amended by the written agreement of the Parties that is an integral part of the Originator Agreement.

8.2.1. The Bank is entitled to amend unilaterally the terms and conditions of the Direct Debit Originator Agreement and the principles of concluding the Direct Debit Subscriber Agreement at the Originator's place, notifying the Originator thereof at least 1 (one) month in advance.

8.3. The Originator is entitled to cancel the Originator Agreement ordinarily by notifying the Bank thereof in writing 1 (one) month in advance. The Bank is entitled to cancel the Originator Agreement ordinarily by notifying the Originator thereof 1 (one) month in advance.

8.4. If the Originator requests during the term of the Originator Agreement that further payments are received in the Originator's account in any other bank, he/she/it shall submit the relevant application and a new signed Originator Agreement to the bank to which the Originator

wants future payments to be made at least 1 (one) month before the beginning of the next calendar month.

8.5. If a new Originator Agreement is entered into with another bank, this Originator Agreement shall expire when the new originator agreement enters into force, whilst all the transactions made during the term of the Originator Agreement shall remain in force.

8.6. The Originator shall be obliged to notify Subscribers of the termination of the Originator Agreement.

8.7. Itella shall accept the Debit Instructions sent before the termination of the Originator Agreement for forwarding and the Subscriber and the Subscriber's Bank shall accept the same for performance and Itella shall send the Originator information about unperformed or partially performed Debit Instructions.

8.8. A Party shall have the right to extraordinarily cancel the Originator Agreement immediately, if the other Party fails to perform the terms and conditions of the Originator Agreement.

8.9. The Agreement will terminate, if the Originator has not submitted a single Direct Debit Instruction to the Bank within 13 (thirteen) months.

9. General Terms and Conditions

9.1. The Originator Agreement shall consist of the front page that stipulates the special terms and conditions of the Originator Agreement, the terms and conditions of

the Direct Debit Originator Agreement, the technical terms and conditions of the Itella DDD Standard Solution and the Originator's principles of entry into Direct Debit Subscriber Agreements (excl. the Originator Agreements of Originators who do not enter into Subscriber Agreements themselves).

9.2. The Parties shall first and foremost proceed from the terms and conditions of the Originator Agreement in their mutual relationships. In issues not regulated with the Originator Agreement, the Parties shall be guided by the General Terms and Conditions of the Bank, the terms and conditions of the Current Account Agreement of the Bank, the price list of the Bank, the Framework Agreement and the legislation applicable in the Republic of Estonia.

9.3. The representative of the Originator confirms with his or her signature on the Originator Agreement that he/she has familiarised himself/herself with the parts of the Originator Agreement specified in clause 9.1. and he/she agrees to enter into the Originator Agreement under these terms and conditions.

9.4. The Originator Agreement is concluded in two copies of equal legal force, one for each Party.