

CONDITIONS FOR MAKING PAYMENT TRANSACTIONS

In force as of 14.11.2016

1. DEFINITIONS

Settlement Day – the day, when the Bank is open for making the relevant Payment Transaction. The Settlement Day can be different depending on Payment Transaction. Settlement Days of the Payment Transactions are indicated in the Price List of the Bank.

BIC – identification code of the Beneficiary's Bank, ISO 9362 (Bank Identification Code).

IBAN – International Bank Account Number, ISO 13613.

Account Number – number indentifying the settlement account opened to the Customer for making transactions and keeping a demand deposit.

Unique Identification – a combination of letters, numbers or symbols assigned for the Customer by the Bank, which can be the name of the Beneficiary or Account Number and which the Customer submits for unambiguous identification of the customer of the other bank or the account used in his/her Payment Transaction.

Contracting State – Contracting Party to the European Economic Area Agreement, Switzerland, Monaco.

Currency of the Payment – currency in which the Remitter intends to make a transaction

Payment Order (Domestic Payment, Foreign Payment) – an order given by the Remitter to the Bank to make a Payment Transaction according to the conditions specified in the Payment Order.

Payment System Organiser – the manager of the system for transmitting funds.

Offeror of the Payment Service – Versobank AS, registration code 10586461 (hereinafter the Bank).

Payment Transaction – any payment into the account, withdrawal or transfer of money,

regardless of the underlying legal relationship between the Remitter and the Beneficiary.

Intermediary (incl. correspondent bank) – a bank, through which a Payment Order is sent to the Beneficiary's Bank.

Remitter – a person, who has given an order to the Bank to make a Payment Transaction according to the conditions specified in the Payment Order.

Remitter's Bank – the bank that services the Remitter and to whom the Remitter submits a Payment Order for making a Payment Transaction.

Remitter's Value Date (T) – the Settlement Day, when the Remitter's Bank debits the Remitter's Account and which is the basis for calculation of interest on the funds in the Account.

Beneficiary – a person into whose account the amount specified in the Payment Order is transferred.

Beneficiary's Bank – a bank, where is the account of the Beneficiary.

SEPA Payment – Foreign Payment in euros, where Remitter's Bank is domiciled in the Contracting State which is direct or indirect member of SEPA accounting system. Beneficiary's IBAN and BIC identification shall be marked in the Payment Order. Service fees for SEPA Foreign Payment shall be paid as Shared payment (SHA) by the Remitter and the Beneficiary.

Domestic Payment – a payment, where the banks of both parties of the Payment Transaction are domiciled in the Republic of Estonia. Service fees for Domestic Payment shall be paid as Shared payment (SHA) by the Remitter and the Beneficiary.

Foreign Payment – a payment, where the bank of one party of the Payment Transaction is domiciled outside the Republic of Estonia or the banks of both parties of the Payment Transaction are domiciled in the Republic of Estonia and in

performing a payment shall be used an Intermediary domiciled outside the Republic of Estonia.

2. GENERAL PROVISIONS

2.1. In issues that are not regulated by the Conditions for Making Payment Transactions, the Bank and the Remitter shall guide themselves by the Bank's Terms and Conditions of the Settlement Account, by the General Terms and Conditions of the Bank and by the Price List.

2.2. The Bank performs payments initiated by the Remitter and transfers the payments received for the benefit of the Beneficiary to the Beneficiary's Account in accordance with the terms specified by the conditions for making Payment Transaction.

2.3. The Bank transfers incoming payments to the Beneficiary's Account and the payments to be refunded shall be refunded by the Bank to the Remitter in accordance with Unique Identification.

2.4. The Bank is entitled not to perform the payment or not to perform it in due time, if the Remitter has not fulfilled the requirements for filling the Payment Order, submitted documents required by the Bank, which prove the legality of funds to be used in the Payment Transaction and if the Remitter's Account contains insufficient funds for performing the Payment Order and paying the service fee.

3. PERFORMANCE OF OUTGOING PAYMENT TRANSACTIONS

The Remitter provide the Bank with proper Payment Order with the following data:

3.1. Domestic Payment Order:

- Date – Remitter's Value Date;
- Remitter's name;
- Remitter's Unique Identification;
- Registration code of legal person/identification code of natural person;
- Beneficiary's name;
- Beneficiary's Unique Identification;
- Name of Beneficiary's Bank;
- Payment details and/or reference number;

- Amount in figures and words and currency;

- Type of payment (ordinary, express);

3.2. Foreign Payment Order

- Date – Remitter's Value Date;

- Remitter's name;

- Remitter's Unique Identification;

- Registration code of legal person/identification code of natural person;

- Remitter's address;

- Beneficiary's name (in case of Russian rouble payments, also the INN code) and address;

- Beneficiary's Unique Identification;

- Beneficiary's Bank name, address and the bank's code (BIC code, BLZ (Germany), Sort Code (UK), ABA or FW (USA));

- Name, address and code of correspondent bank (BIC code, BLZ (Germany), Sort Code (UK), ABA or FW (USA));

- Payment details, maximum length 140 characters;

- Currency in accordance with ISO standards;

- Amount in figures and words;

- Type of payment (ordinary, express, T+2);

- Payment charges (SHA – shared cost or OUR – in full to the Beneficiary);

3.3. Other Payment Transactions

In order to make other Payment Transactions (e.g. payment of money into the account) the Remitter shall present necessary information according to the names of the fields in the Bank's form and/or the Bank's instructions.

4. INCOMING PAYMENT ORDER

4.1. In order to receive money by a domestic Payment Order, the Beneficiary must inform the Remitter of its Unique Identification and the full name of the Beneficiary.

4.2. In order to receive money by a foreign Payment Order, the Beneficiary must inform the Remitter of its full name, address, Unique Identification (IBAN) and data of Beneficiary's Bank and correspondent bank if possible. Data of Beneficiary's Bank: Versobank AS, Hallivanamehe Str. 4, 11317 Tallinn, Estonia, BIC code – SBMBEE22. Names of the Bank's correspondent banks and BIC codes are available in the Bank's webpage www.versobank.com.

5. REDEMPTION, AMENDMENT AND

CANCELLATION OF PAYMENT ORDER

5.1. The Remitter is entitled to withdraw the Payment Order submitted to the Bank, if he/she informs the Bank about it and the Bank has not yet started to perform the Payment Order (i.e. has not yet forwarded data of the Payment Order to the Intermediary or Beneficiary's Bank).

5.2. Amendment and cancellation of the Payment Order performed by the Bank shall be at the risk and expense of the Remitter.

5.3. In case of redemption, amendment and cancellation of the Payment Order, service fees shall not be refunded.

5.4. The Remitter shall pay for amendment and cancellation of the Payment Orders, for inquiries and other expenses related to similar procedures in accordance with the Bank's valid Price List. The service fees of the Intermediaries or the Beneficiary's Bank arisen in performing such procedure shall be paid also in full by the Remitter. The Bank is entitled to debit such service fees from the Remitter's account.

6. TERMS FOR THE PERFORMANCE OF THE PAYMENT ORDER

6.1. Terms for the performance of domestic payments:

6.1.1. **The proper Payment within the Bank and incoming payment** shall be performed within the Bank's Settlement Day from 8.30 till 18.00. Not correct payment shall be returned or confirmed on the Bank's Settlement Day at 8.30-18.00 o'clock.

6.1.2. **Payment to another Estonian Bank** received till 15.45 will be forwarded on the same Settlement date (T+0), Domestic Payments received after 15.45 will be forwarded on the next Settlement date after the Banks Settlement day (T+1).

6.1.3. **Express Domestic payment** shall be forwarded to the another Estonian Bank on the Bank's Settlement Day, if the payment is submitted to the Bank before Bank's cut-off time according to Bank price list.

6.1.4. Incoming payments shall be forwarded into the Beneficiary's account within the Bank's Settlement Day up to 18.00 o'clock.

6.2. Terms for the performance of foreign payments

6.2.1. Outgoing Foreign Payments

6.2.1.1. Ordinary payment shall be forwarded to the Intermediary on the second Settlement Day after the Bank's Settlement Day (T+1), if the payment is submitted to the Bank before 18.00 o'clock.

6.2.1.2. SEPA payment received till 15.45 will be forwarded on the same Settlement date (T+0), SEPA Payments received after 15.45 will be forwarded on the next Settlement date after the Banks Settlement day (T+1).

6.2.1.3. Express payment shall be forwarded to the Intermediary on the Bank's Settlement Day, if the payment is submitted to the Bank before Bank's cut-off time according to Bank price list.

6.2.1.4. T+2 payment shall be forwarded to the Intermediary on the third Settlement Day after the Bank's Settlement Day (T+2), if the payment is submitted to the Bank before 18.00

o'clock.6.2.2. Incoming Foreign Payments

6.2.2.1. A Foreign Payment received into the Bank's correspondent account before Bank's cut-off time shall be transferred into the Beneficiary's account on the same Settlement Day. The Bank is entitled to credit the Beneficiary's account on the next Settlement Day, in case there is a need for additional control over the payment.

6.2.2.2. If the payment is received to the Bank's correspondent account after Banks's cut-off time or on the day, which is not the Bank's Settlement Day, the payment shall be transferred into to Beneficiary's account on the next Settlement Day of the Bank.

7. SERVICE FEES

7.1. The Remitter shall pay for the performance of the Payment Order, incoming payments, inquiries related to the Foreign Payments, amendments and cancellation in accordance with the Bank's valid Price List.

7.2. The Bank shall debit service fee for incoming Foreign Payment from the Beneficiary's account after the received payment has been transferred into the Beneficiary's account.

7.3. Expenses related to the performance of the Payment Order shall be divided between the Remitter and the Beneficiary „Shared cost” (SHA). The Remitter shall pay the Bank's service fee and the Beneficiary shall pay service fees of all other banks.

7.4. In case the payment shall be made outside the Contracting States or in other currency than euro or in the currency of the Contracting State, the Remitter may choose „In full to Beneficiary” (OUR) instead of „Shared cost” (SHA).

Expenses related to the performance of the Payment Order and expenses of Intermediaries shall be paid in full by the Remitter (except U.S. dollar payments via US banks, according to USA practice, U.S. bank can change charge code to SHA).

7.5. In case the service fee paid by the Remitter to the Remitter's Bank shall not cover the service fees for the performance of the Payment Order in foreign banks, the Remitter's bank is entitled to debit these from the Remitter's account later.

7.6. The Bank is entitled to change the way of covering expenses in case of the payments received to the Bank initiated from the Remitter's bank situated in the Contracting State in the currency of the Contracting State or in euros, in which are not indicated conversion of currency, but the way of covering expenses is marked as „the Remitter shall pay” or „Beneficiary shall pay”. In these cases the Bank is entitled to replace the way of covering expenses chosen in commencing the payment with the way as „shared”.

8. OBLIGATIONS AND LIABILITY OF THE BANK

8.1. The Bank performs payments based on data provided by the Remitter and shall not be liable

for wrongful payment performed due to wrong and/or unclear data.

8.2. The Bank shall not be liable if the Intermediary(-ies) or the Beneficiary's Bank do not observe the Remitter's instructions or if the full amount of the Payment Transaction does not reach the Beneficiary's account for some other reason not depending on the Bank.

8.3. The Remitter's Bank shall be liable for performance of the Foreign Payment Order if the Bank on its own initiative and unilaterally changes the Intermediary bank chosen by the Remitter.

8.4. The Bank shall not be obliged to perform a payment in the currency, which is not quoted by the Bank.

8.5. If information about the Beneficiary in the Payment Order is deficient or inaccurate upon receiving an incoming Payment Transaction, the Bank has the right to return the incoming Payment Transaction to the Remitter's Bank and not to credit the Beneficiary's account. The Bank shall not be liable if the order shall be performed to the wrong Beneficiary or the performance of the order shall be late, in case the Customer has provided the Bank with a deficient or inaccurate Unique Identification.

8.6. The Bank is not liable, if the failure to perform obligations or unsatisfactory performance is caused by Force majeure or the Bank has been performed obligation provided by law.