

Conditions of Overdraft Agreement *

Valid from
18 June 2013

* This is a translation. In case of a dispute the Estonian terms and conditions are valid.

1. **GENERAL PROVISIONS**
 - 1.1. The overdraft agreement (hereinafter the **Agreement**) regulates the relations between AS LHV Pank (hereinafter the **Bank**) and the Bank's customer who has expressed his/her intention to enter into the Agreement (hereinafter the **Borrower**) for the use of the overdraft made available to the Borrower by the Bank.
 - 1.2. These terms and conditions of the overdraft agreement (hereinafter the **Conditions**) form an integral part of the Agreement and shall be applied to the Agreement insofar as the Bank and the Borrower have not agreed otherwise.
 - 1.3. In issues not regulated by the Agreement, the Bank and the Borrower shall be governed, in addition to the Conditions, by the Bank's General Conditions and the Conditions of Payment Services Agreement, including other documents referred to therein. The Borrower has reviewed all of the above conditions, is aware of and consents to the Parties' rights and obligations arising therefrom.
 - 1.4. The Agreement shall be governed by the laws of the Republic of Estonia.
2. **TERMS AND DEFINITIONS**

In addition to the terms defined in the General Conditions of the Bank and the Conditions of the Payment Services Agreement, the following terms with the following meaning shall be used in the Conditions:

 - 2.1.1. **Overdraft** is a loan which is provided by the Bank to the Borrower and which allows the Borrower to have a negative balance on his/her Account, with the Borrower obliging to repay the loan to the Bank under the terms and conditions stipulated in the Agreement.
 - 2.1.2. **Overdraft Limit** is the maximum amount of the negative balance on the Borrower's Account, allowed by the Bank for a fixed period of time.
 - 2.1.3. **Interest** is the fee payable by the Borrower to the Bank for the use of the Overdraft Limit. Interest is calculated on a daily basis on the actually used part of the Overdraft, depending on the term of use and the annual interest rate stipulated in the Agreement.
 - 2.1.4. **Daily Interest** is the Interest calculated per day upon cancellation of the Agreement. The calculation is based on the 360-day calendar year and the assumption that the Borrower starts using the entire Overdraft Limit straight away.
 - 2.1.5. **Account** is the Borrower's account which is opened at the Bank and which is tied to the Overdraft made available to the Borrower under the Agreement.
 - 2.1.6. **Total Cost of Credit** is the total amount of payments made by the Borrower in repayment of Overdraft and coverage of the total cost of Overdraft. The Bank shall be governed, in the calculation of the Total Cost of Credit, by the assumptions specified in clause 2.1.7 of the Agreement.
 - 2.1.7. **Initial Annual Percentage Rate of Charge** is the total cost of Overdraft for the Borrower (all of the Borrower's expenses, including Interest and other fees payable by the Borrower to the Bank within the framework of the Agreement and known to the Bank at the moment of entry into the Agreement), expressed as an annual percentage rate of the Overdraft Limit, based on the assumption that the Bank and the Borrower will fulfil their obligations under the terms and conditions stipulated in the Agreement. When calculating the Initial Annual Percentage Rate of Charge, the Bank shall presume that the Borrower will start using the entire Overdraft Limit as soon as possible and return the Overdraft to the Bank as a lump sum in 1 (one) year, on the Repayment Date. When calculating the Initial Annual Percentage Rate of Charge, the Bank shall not take into account any costs and fees which the Borrower must pay upon infringement of the obligations arising from the Agreement, costs on the extension of the Agreement and other costs that are not known to the Bank at the moment of entry into the Agreement. When calculating the Initial Annual Percentage Rate of Charge, the Bank shall be governed by the formula established by the Minister of Finance of the Republic of Estonia, and round the result off to two digits after the decimal point.
 - 2.1.8. **Party/Parties to the Agreement** means the Bank and/or the Borrower.
 - 2.1.9. **Agreement Fee** is the service charge to be paid by the Borrower each time for the preparation, conclusion and/or amendment of the Agreement.
 - 2.1.10. **Agreement Amendment Fee** is the fee payable by the Borrower to the Bank for preparation of potential amendments to the Agreement.
 - 2.1.11. **Limit Fee** is the fee payable by the Borrower to the Bank for the unused part of the Overdraft Limit. The Limit Fee shall be calculated on a daily basis on the unused part of the Overdraft Limit in accordance with the annual Limit Fee rate fixed in the Agreement.
 - 2.1.12. **Payment Date** is the day of the calendar month which is specified in the Agreement and on which the Borrower undertakes to fulfil the monthly financial obligations arising from the Agreement (Interest and Limit Fee).
 - 2.1.13. **Banking Day** is a calendar day which is not a Saturday, Sunday, national holiday or public holiday.
 - 2.1.14. **Repayment Date** is a date specified in the Agreement, by which the Borrower undertakes to repay the entire Overdraft used by the Borrower and fulfil all contractual obligations (including any Debt arising from the Agreement) – i.e. has eliminated the negative balance on the Account.
 - 2.1.15. **Collateral** is property encumbered for the benefit of the Bank under the Collateral Agreement and/or a surety and/or guarantee provided by a third party to the Bank under the Collateral Agreement.
 - 2.1.16. **Collateral Agreement** is a contract concluded between the Bank and the Borrower and/or the Bank and third party/parties for securing the appropriate performance of the Agreement (including a pledge agreement, surety agreement and/or guarantee agreement).
 - 2.1.17. **Debt** is the Borrower's financial obligation to the Bank, which may take the form of an outstanding Agreement Fee, Agreement Amendment Fee, Overdraft, Interest, Limit Fee, fine for delay, contractual penalty, expenses related to the conclusion of the Collateral Agreement (including notary's fees and state fees), expenses related to the establishment of the Collateral and/or expenses related to the collection of the Debt. Any amount, by which the Overdraft Limit has been exceeded, shall also be recognised as a Debt.
 - 2.1.18. **Debt Repayment Date** is a date which has been specified in the Agreement (including the Payment Date) or of which the Bank shall separately notify the Borrower, or which is calculated under the terms and conditions of the Agreement, and by which the Borrower undertakes to repay the Debt to the Bank.
3. **USE OF THE OVERDRAFT LIMIT**
 - 3.1. The Bank shall allow the Borrower to start using the Overdraft within 2 (two) Banking Days after the conclusion of the Agreement or 2 (two) Banking Days after the conclusion of the Collateral Agreement(s) set forth in the Agreement for the benefit of the Bank (in cases, where a Collateral is requested for securing appropriate performance of the Agreement).
 - 3.2. The Overdraft shall be used via the Account, i.e. by giving the Bank the order to effect payment(s) at the expense of the Overdraft Limit. The Borrower can re-use the Overdraft in the amount transferred to/received on the Account in the Overdraft currency (within the limits of the unused part of the Overdraft Limit).
 - 3.3. The Borrower shall not have the right to exceed the Overdraft Limit.
 - 3.4. The entire Overdraft used by and at the disposal of the Borrower shall be repaid by the Borrower to the Bank on the Repayment Date.
 - 3.5. The Bank shall have the right not to allow the Borrower to use Overdraft or a part of the Overdraft and/or to unilaterally lower the Overdraft Limit, if at least one of the below circumstances exist:
 - 3.5.1. The Borrower has failed to appropriately perform the Agreement and/or other agreements concluded with the Bank, and has failed to eliminate the violation within the additional term established for elimination;
 - 3.5.2. The Bank has received a claim for seizure of the Account from a competent authority pursuant to the procedure provided by legal acts;
 - 3.5.3. The Borrower has failed to submit to the Bank the required documents or information, or has submitted documents or information which is untrue and/or the material circumstances which formed the basis for the decision to make the Overdraft available to the Borrower have changed;
 - 3.5.4. The Borrower no longer meets the conditions established by the Bank for Overdraft.
 - 3.6. The Borrower shall give the Bank the right to check any documents and evidence related to the above circumstances and/or other Agreements (including making the Overdraft available) as well as to make inquiries in issues related to making the Overdraft available to the Borrower and/or the use of the Overdraft by the Borrower. Where the inspection of the documents and/or evidence or the submission of inquiries was prompted by the Borrower's failure to perform or appropriately perform the Agreement, the Borrower shall be obliged to compensate to the Bank all expenses related to the performance of the inspection.
4. **AGREEMENT FEES**
 - 4.1. On the first day when the use of the Overdraft has been made available to the Borrower on the basis of the Agreement, the Bank shall debit the Borrower's Account for the Agreement Fee specified in the Agreement.
 - 4.2. Upon extension of the Agreement pursuant to the procedure provided in clause 9 of the Agreement or upon amendment of the terms and conditions of the Agreement, the Bank shall debit the Borrower's Account for the Agreement Fee and/or Agreement Amendment Fee stipulated in the Bank's price list (the Bank's price list is available on the Bank's website at www.lhv.ee) on the date of extension of the Agreement (on the Repayment Date effective prior to the extension) and/or on the date of amendment of the Agreement.
 - 4.3. If the Bank does not make the use of the Overdraft or a part of the Overdraft available to the Borrower under clause 3 of the Agreement, the Agreement Fee shall not be repaid to the Borrower.
5. **INTEREST AND LIMIT FEE**
 - 5.1. Interest shall be calculated on a daily basis on the part of the Overdraft used by the Borrower (i.e. based on the daily negative balance of the Account) from (including) the date the Overdraft is taken into use until (excluding) the Repayment Date or until (excluding) the date of complete and appropriate repayment of the entire Overdraft Limit in cases where the Agreement is cancelled and the Borrower repays the Overdraft used by him/her before the Repayment Date set forth in the Agreement.
 - 5.2. Limit Fee shall be calculated on a daily basis on the part of the Overdraft not used by the Borrower (i.e. based on the daily negative balance of the Account and the amount of the Overdraft Limit) from (including) the date the Overdraft is taken into use until (excluding) the Repayment Date or until (excluding) the date of cancellation of the Agreement, if the Agreement is cancelled before the Repayment Date set forth in the Agreement.
 - 5.3. Interest and Limit Fee shall be calculated based on the actual number of days in a month and a 360-day year.
 - 5.4. The Interest and the Limit Fee shall be repaid by the Borrower to the Bank on the monthly Payment Date(s) set forth in the Agreement.

- 6. FINES FOR DELAY, PENALTIES AND EXPENSES RELATED TO DELAY OF PAYMENT**
- 6.1. If the Borrower fails to effect the contractual payments (pay the Debt) in a timely manner or to the full extent, the Borrower shall be obliged to pay to the Bank a fine for delay on the outstanding amount for each day of delay as well as a fee for the debt notice in the amount allowed by law. The fine for delay and the fee for the debt notice have been established in the Bank's price list. The calculation of the fine for delay shall cease on the date of repayment of the Debt. No fine for delay shall be calculated on Interest, Limit Fee or the fine for delay.
- 6.2. Upon failure to pay the Debt, the Borrower may incur additional expenses related to the collection of the Debt (the fees charged by the collection service provider and/or legal costs and/or bailiff's charges).
- 6.3. If the Borrower exceeds the Overdraft Limit set forth in the Agreement, the Borrower undertakes to pay to the Bank a fee for the exceeding of the Overdraft Limit in the amount specified in the Bank's price list. The fee for the exceeding of the Overdraft shall be calculated on a daily basis on the part of the Overdraft Limit exceeded by the Borrower, and shall be subject to payment by the Borrower on the corresponding Payment Date(s).
- 6.4. Should the Borrower fail to fulfil contractual obligations not related to payments, and fail to eliminate the violation within the additional term granted by the Bank, the Bank shall have the right to claim from the Borrower a penalty in the amount of up to 3% (three per cent) of the Overdraft Limit for each violation.
- 6.5. Payment of the penalty shall not exempt the Borrower from the fulfilment of the breached obligation or any other contractual obligations, and does not deprive the Bank of the right to prematurely terminate the Agreement for the same or another violation on the basis provided in the Agreement, or to prematurely terminate the Agreement on other basis provided by law.
- 7. TERMS OF PAYMENT**
- 7.1. By entering into the Agreement, the Borrower shall give the Bank an irrevocable order, for the duration of the Agreement, to debit the Account, without the Borrower's additional authorisation, for the payments arising from the Agreement (Debt), starting from the payment due date of the corresponding payments/amounts (Debt Repayment Date). If the Account holds insufficient funds on the Debt Repayment Date, the Bank shall have the right to block the use of the Account and to debit the Account upon receipt of funds.
- 7.2. The Bank shall have the right to debit the Account within the limits of the Debt even if the Overdraft Limit is thus exceeded.
- 7.3. If the Account does not hold funds denominated in the Overdraft currency on the Debt Repayment Date (including the Payment Date), but the Account holds funds denominated in another currency, the Bank shall have the right to convert these funds within the limits of the Debt on the basis of the daily currency exchange rate established by the Bank, and to debit the Account for the Debt thereafter.
- 7.4. If the Account holds insufficient funds on the Debt Repayment Date, but other accounts have been opened for the Borrower with the Bank, the Bank shall have the right to debit these accounts within the limits of the Debt without the Borrower's additional authorisation pursuant to the procedure and on the conditions stipulated in clause 7.
- 7.5. Should the amounts paid by the Borrower prove insufficient for the fulfilment of all of the Borrower's obligations arising from the Agreement, the collection costs of the debt shall be deemed as paid in the first order, repayment of outstanding Overdraft in the second order, outstanding Interest in the third order, and the fine for delays, contractual penalties and other fees and compensation of damage thereafter.
- 8. BORROWER'S OBLIGATIONS**
- 8.1. The Borrower undertakes to repay the Overdraft, outstanding Interest, Limit Fee and other payments arising from the Agreement pursuant to the procedure and on the conditions provided in the Agreement, by allowing free debiting of the Account at least in the amount of the Debt by the end of the Debt Repayment Date (i.e. the Borrower shall ensure availability of sufficient funds for the debiting of the amounts payable under the Agreement or availability of unused Overdraft Limit on the Account, and, if necessary, make a transfer to the Account so as to enable the Bank to debit the payable amounts without exceeding the Overdraft Limit).
- 8.2. The Borrower undertakes to present to the Bank, within 10 (ten) Banking Days after receiving the corresponding request, the information and documents requested by the Bank concerning the financial position of the Borrower and/or verification of the possibility to repay the Overdraft.
- 8.3. The Borrower undertakes to notify the Bank immediately in writing or in a format which can be reproduced in writing, of the occurrence of the following events:
- 8.3.1. changes in the Borrower's personal data and/or place of residence and/or other contact data;
- 8.3.2. a petition has been filed with a court for the restructuring of the debts of the Borrower;
- 8.3.3. criminal, execution or bankruptcy proceedings have been initiated against the Borrower (including the appointment of an interim trustee in the processing of a bankruptcy petition);
- 8.3.4. the Borrower's regular income has decreased;
- 8.3.5. events have occurred, affecting appropriate fulfilment of the terms and conditions of the Agreement by the Borrower;
- 8.3.6. the Borrower has taken additional loans and/or assumed other proprietary obligations in front of a third party. Obligations assumed as a result of taking a loan and/or lease and/or securing the obligations of a third party (including surety) shall be considered as loan and/or other proprietary obligations.
- 8.4. Where a Collateral is requested for securing appropriate performance of the Agreement (including entry into Collateral Agreements), the Borrower is obliged to:
- 8.4.1. insure the Collateral under the terms and conditions set forth in the Collateral Agreement (if the insurance of the Collateral is required by the Collateral Agreement), present the insurance policy in proof of fulfilment of the insurance obligation, and ensure fulfilment of the insurance obligation and presentation of the insurance policy also if the Collateral is owned by a third party;
- 8.4.2. appropriately pay the fees and charges related to the conclusion and registration of the Collateral Agreement (including notary's fee and state fee).
- 9. AMENDMENT OF THE AGREEMENT AND EXTENSION OF THE AGREEMENT**
- 9.1. Amendments and additions may be introduced in the Agreement only on the written agreement of the Parties, unless otherwise stipulated in the Agreement. Any amendments and additions to the Agreement shall enter into force upon their signing by the Parties to the Agreement, unless otherwise agreed by the Parties.
- 9.2. The Bank shall have the right to unilaterally amend the terms and conditions of the Agreement in case of amendment of the legal provisions regulating consumer credit or other relations arising from the Agreement and if the amendment of the terms and conditions of the Agreement is justified by the need to bring the Agreement into line with the newly introduced legal provisions and/or in case of changes in the conditions (including technical conditions) for making the Overdraft available for use, by informing the Borrower thereof at least 2 (two) months in advance. The Borrower shall be entitled, within those 2 (two) months, to cancel the Agreement immediately and free of charge, by fulfilling all of the obligations arising from the Agreement. If the Borrower fails to cancel the Agreement within the above term, it shall be deemed that the Borrower has accepted the amendments. The Bank's price list shall be changed pursuant to the procedure stipulated in the General Conditions of the Bank.
- 9.3. When the Borrower has appropriately fulfilled all of the obligations arising from the Agreement, and the Borrower meets the conditions of Overdraft established by the Bank, the Bank shall have the right to unilaterally and repeatedly extend the Agreement – i.e. the Repayment Date – by 1 (one) year without the conclusion of the corresponding annex to the Agreement, on the conditions (including the Interest rate, Agreement Fee and general conditions of Overdraft) effective on the corresponding Repayment Date (the Repayment Date effective prior to the extension). The Borrower shall receive information on the terms and conditions effective from the moment of the extension (including the Interest rate, Agreement Fee and general conditions of Overdraft) from the notice of extension of the Agreement sent by the Bank. The conditions of Overdraft established by the Bank (including the general conditions of Overdraft) as well as the price list shall be available for review at the Bank's branch offices or on the Bank's website.
- 9.4. The Bank shall send the Borrower a notice on the upcoming Repayment Date and the extension or non-extension of the Agreement in writing or in a format which can be reproduced in writing at the latest within 14 (fourteen) calendar days before the corresponding Repayment Date. If the Borrower is not interested in the extension of the Agreement (including if the Borrower does not agree to the conditions of Overdraft effective from the moment of the extension), the Borrower shall inform the Bank in writing thereof by the Banking Day preceding the corresponding Repayment Date at the latest.
- 10. EXPIRY OF THE AGREEMENT AND PREMATURE TERMINATION OF THE AGREEMENT**
- 10.1. If the Borrower informs the Bank of his/her disapproval of the extension of the Agreement in a timely manner, or if the Borrower fails to appropriately fulfil the obligations arising from the Agreement and/or does not meet the conditions of Overdraft established by the Bank, the Agreement shall expire on the agreed Repayment Date.
- 10.2. The Borrower shall have the right to prematurely terminate the Agreement by giving the Bank, in writing, an advance notice of at least 2 (two) Banking Days. The Agreement shall expire on the date specified in the application for/notice of termination of the Agreement, if the Account holds, on the moment of termination of the Agreement, sufficient funds for payment of the entire Debt arising from the Agreement (including the entire Overdraft used by the Borrower as well as all other amounts payable by the Borrower to the Bank under the Agreement).
- 10.3. The Bank shall have the right to extraordinarily cancel the Agreement without giving any advance notice – i.e. deem the Repayment Date as fallen due and demand from the Borrower repayment of the entire Debt (including repayment of the Overdraft used by the Borrower), if:
- 10.3.1. the Borrower has submitted false information when applying for the Overdraft Limit or failed to disclose information which is liable to affect the performance of the Agreement;
- 10.3.2. the Borrower fails to fulfil a payment obligation arising from the Agreement within the additional term of 14 (fourteen) days granted by the Bank to the Borrower;
- 10.3.3. other circumstances described in subclauses 3, 4, 5 or 6 of clause 8.3 of the Agreement exist and this could, in the Bank's opinion, affect appropriate performance of the Agreement;
- 10.3.4. the Bank has received a claim for seizure of the Account from a competent authority pursuant to the procedure provided by legal acts;
- 10.3.5. the Overdraft Limit has been exceeded for more than 30 (thirty) consecutive days;
- 10.3.6. the Borrower fails to fulfil a payment obligation with regard to another debt to a Bank, and fails to fulfil the obligation within the additional term of 14 (fourteen) days granted by the Bank to the Borrower;
- 10.3.7. the value of the Collateral drops and is, in the Bank's opinion, no longer sufficient for securing the Borrower's obligations arising from the Agreement, and the Parties fail to reach an agreement on the establishment of an additional collateral to the Agreement;
- 10.3.8. the Borrower fails to fulfil other terms and conditions of the Agreement and/or the Collateral Agreement, and fails to fulfil the obligations or provide compensation thereof within the additional term of 14 (fourteen) days granted by the Bank to the Borrower;
- 10.4. In addition to the cases stipulated in the Conditions, the Bank shall have the right to cancel the Agreement extraordinarily without any advance notice on other basis provided by the General Conditions, the Payment Services Agreement or legal acts.

- 10.5. In case of premature termination of the Agreement, no Interest shall be calculated on the time when the Overdraft Limit was unused. No other fees shall be charged in connection with the premature termination of the Agreement.
- 10.6. The Parties shall have the right to terminate the Agreement at any time by mutual agreement.
- 10.7. Termination of the Agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to termination of the Agreement.
- 10.8. Upon termination of the Agreement, the Bank shall have the right to debit, from any Account of the Borrower, the Debt (including the Overdraft used by the Borrower, the Interest calculated up to the day of termination of the Agreement, and the fees and other payables set forth in the Bank's price list, e.g. fines for delay, contractual penalties, debt collection costs, etc).
- 11. BORROWER'S RIGHT OF WITHDRAWAL**
- 11.1. The Borrower may withdraw from the Agreement within 14 (fourteen) days after entering into the Agreement, by submitting a written notification of withdrawal to the Bank's address specified in the Agreement before expiry of the term of withdrawal.
- 11.2. Where the Borrower exercises the right of withdrawal specified in clause 11.1 of the Agreement, the Borrower shall immediately, but not later than within 30 (thirty) days from the submission of the notification of withdrawal to the Bank, repay the entire Overdraft used by the Borrower as well as Interest calculated up to the date of repayment of the Overdraft. Otherwise, the Borrower shall not be deemed as having withdrawn from the Agreement.
- 12. NOTICES AND EXCHANGE OF NOTICES**
- 12.1. The Bank shall issue a statement of the Overdraft used by the Borrower as well as the fees paid by the Borrower to the Bank in electronic form via the Bank's internet bank (Account statement).
- 12.2. Any notices submitted to the other Party to the Agreement under the Agreement shall be prepared in writing or in a format which can be reproduced in writing (i.e. communicated by e-mail or fax). In the cases provided in the Agreement, notices shall be submitted in writing.
- 12.3. Notices prepared in writing shall be considered as received by the other Party to the Agreement, if delivered against signature or sent via a post office by registered mail to the Party's address specified in the Agreement, and 5 (five) calendar days have passed since the posting. A notice which has been digitally signed by a Party to the Agreement and sent to the other Party's e-mail address specified in the Agreement shall be considered as received by the other Party to the Agreement on the working day following the day of dispatch.
- 12.4. If the address, e-mail address or fax number of a Party to the Agreement has changed during the validity of the Agreement, and the Party has not informed the other Party thereof, the notice shall be considered as received by the other Party, if sent to the address specified in the Agreement.
- 12.5. Any notices regarding breach of Agreement shall be submitted in writing.
- 13. SETTLEMENT OF DISPUTES**
- 13.1. All claims and disputes between the Parties to the Agreement shall be settled pursuant to the procedure provided in the General Conditions of the Bank. If the Parties to the Agreement fail to reach an agreement over a dispute, the dispute shall be settled in the court of the location of the Bank, unless the Parties to the Agreement agree otherwise or unless Imperative Provisions stipulate otherwise.
- 13.2. In order to settle the dispute out-of-court, the Borrower may also address the committee of consumer complaints of the Consumer Protection Board (address: Rahukohtu 2, Tallinn 10130, telephone: 372 62 01 700, e-mail address: info@tarbijuskaitseamet.ee, website: www.tka.riik.ee).
- 13.3. The Borrower confirms that he/she agrees to the application of the law of the Republic of Estonia to the relations arising from the Agreement and to the settlement of any disputes in Estonian court (including in the event that the Borrower lives in or moves to a foreign country after entry into the Agreement).
- 14. FINAL PROVISIONS**
- 14.1. The Parties to the Agreement shall be held liable for infringement of their obligations in accordance with the provisions of the Conditions, the General Conditions, the Payment Services Agreement and legal acts.
- 14.2. On the Bank's request, Collateral Agreement(s) shall be concluded between the Bank and the Borrower and/or the Bank and a third party for the purpose of securing appropriate performance of the Agreement.
- 14.3. The Parties to the Agreement undertake not to disclose any information related to the conclusion of the Agreement and performance of the Agreement to third parties, unless this is required by circumstances related to the performance of the Agreement, or unless otherwise agreed in the Agreement.
- 14.4. The Bank shall have the right to disclose information on the Borrower, the terms and conditions of the Agreement and the performance of the Agreement (including failure to appropriately perform the Agreement) to the following parties:
- 14.4.1. companies incorporated in the same group with the Bank, their staff members and service providers, including company/companies or individual(s) rendering debt collection services to the Bank;
- 14.4.2. guarantors of the Agreement (parties to the Collateral Agreement);
- 14.4.3. the Bank's counsellors or auditors, AS Krediidinfo and the registrar of the payment default register;
- 14.4.4. the Bank's creditors who have provided financial resources for the purpose of financing the Agreement;
- 14.4.5. persons to whom the Bank intends to or is planning to transfer or assign the rights, obligations or claims arising from the Agreement;
- 14.4.6. the providers of monitoring or similar services to the Bank;
- 14.4.7. persons entitled to receive the information pursuant to the legal acts valid in the Republic of Estonia.
- 14.5. With the conclusion of the Agreement, the Borrower shall grant the Bank his or her consent to the processing of the Borrower's personal data for the purpose of performance of the Agreement in accordance with the terms and conditions of the Agreement, and the Bank's „Principles of processing customer data”, available at the Bank's website.
- 14.6. Supervision over the activities of the Bank shall be performed by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, telephone: 372 668 0500, e-mail address: info@fi.ee, website: www.fi.ee).