

## **INTUS DEPOSIT ACCOUNTS AGREEMENT CONDITIONS**

### **1. CONTENT OF AGREEMENT**

A Term Deposit is a deposit opened on the conditions provided for in the agreement on which the Association pays interest, at the discretion of the Customer, either at the end of the Deposit Period.

### **2. DEFINITIONS**

2.1 Price list – the price list of the services of the Association;

2.2 Deposit – a deposit account opened for the Customer in the association 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 – the person who has entered into this term deposit agreement with the Association;

2.7 Account – current account connected to the deposit in the Association;

2.8 Agreement – this term deposit agreement;

2.9 Association – Intus Deposit and Loan Association.

### **3. GENERAL PROVISIONS**

3.1 The Association shall establish term deposit conditions in the Association (incl. Deposited currencies, minimum deposit amounts and interest rates of deposit periods). The Customer receives information about them from Association employees or the Association's website on the Internet.

3.2 The contract deposit amount and other conditions (including the deposit amount, the interest rate and terms) shall be fixed in the Agreement at the moment of conclusion.

3.3 In matter of disputes, the Agreement shall be governed by the Association and its General Terms and Conditions.

3.4 The Member has read and agreed the General Terms and Conditions of the Association and is aware of future rights and obligations towards the Association.

3.5 The Agreement comes into force from the moment of the signature until the maturity date shown in the Agreement.

3.6 The Agreement ends at the maturity date shown in the Agreement, except in case of prolongation mentioned in the section 5.

3.7 The Association 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.

3.8 The Member can get information about any deposit transfers from the deposit statement. The Member can access the deposit statement in electronic format or the Association shall submit a paper statement at the request of the client for the fee shown in the pricelist.

3.9 The Agreement is subject to the law of the Republic of Estonia.

#### **4. INTEREST CALCULATION**

4.1 The Association shall calculate interest on the basis of the deposited amount, actual number of days in a calendar month and a 365-day year.

4.2 After each Deposit Term, the Association shall pay the interest calculated on the Deposit Account to the Account, unless agreed otherwise.

4.3 Upon early termination of the Agreement, the Association shall not pay any interest to the Customer for the current Deposit Period. The Association shall deduct the interest amounts paid to the Customer from the Deposit Amount.

#### **5. PROLONGATION**

5.1 Only 12 months Fixed Term Account can be prolonged.

5.2. The Agreement shall be prolonged by submitting a written application form to the Association, which shall be given at least in 1 day before the maturity date.

5.3 In case of the Agreement prolongation the new investment amount shall be the initial amount of investment together with accrued interest from the previous investment period.

5.4 The first day of each new investment period shall be the last day of the previous investment period.

5.5 Parties can agree the automatic prolongation option. In this case there is a special field in the agreement what shall be ticked while applying.

5.6 The term of prolongation is 1 year with the same interest rate as in the previous investment period.

5.7 The agreed interest shall be transferred to the client's Cash Account or withheld on the client's account till the end of the next investment period by giving a relevant application form to the Association.

## **6. AMENDMENT OF AGREEMENT**

6.1 The Association has the right to amend the Terms and Conditions of Term Deposit. The Association shall notify the Customer of any amendments of the Terms and Conditions via electronically or in another manner at least 30 days before the changes come into force.

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 of 30 days after he has got the relevant notification. In such an event there is no interest paid for the ongoing period.

6.3 If the Customer has not terminated the Agreement within the term specified in section 6.2. of the Agreement, it shall be considered that the Customer agrees with the amendments.

## **7. VALIDITY AND TERMINATION OF AGREEMENT**

7.1 The Member has the right to terminate the Agreement at any time by submitting a relevant written application to the Association. Upon premature cancellation of the contract during the deposit term, the Association is entitled to decline such application.

7.2 Upon premature cancellation of the contract during the deposit term, the Association is entitled to transfer the Deposit Amount to the account within 30 (thirty) 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 Association is entitled to charge and the client is obliged to pay a fee established in the Price List.

7.3 Upon account maturity, the invested capital and accrued interest shall be transferred to the Member's bank account within 5 (five) days from the maturity date. If the Member requests the transfer to be made on the same day as account maturity, the Association is entitled to charge and the Member is obliged to pay a fee established in the Price List.

## **8. OTHER CONDITIONS**

8.1 The Association has the right to withhold from the account all price-listed fees that are related to the deposit.

8.2 The Association commits to calculate and pay interest on the amount of deposit to the Cash account. The Deposit Amount and the net interest shall be specified in the contract. Net Interest Income is the interest after Income tax has been withheld.

8.3 The Association 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 Association.

8.4 In case a Member wants to place 5% of the Deposit Amount to share capital, but not less than 150 EUR, the Association shall pay to the member agreed bonus interest rate.

8.5 In case a Member has placed 5% into the share capital in accordance to point 8.4, it shall be considered as the Member has approved and agreed to put 5% of additional payment, but not less than 150 EUR, into the share capital.

8.6 The Member has a right to make additional contribution to 3 months Call Account. The interest shall be calculated in accordance to the date when the contribution was made until the last day of the Deposit Period (except the last day).

8.7 On the last day of the Deposit Account term, the Association transfers the accrued interest and the initial amount to the member's Cash Account. In case of prolongation set in the paragraph 5th the initial amount shall not be transferred to the Cash Account.

8.8. The Member gives the right to set off the other contracts between the Association and the member to collect receivables for the positive balance.

8.9 The Association has the right to terminate the Agreement prior to maturity in accordance to the Estonian law or the Association General Terms and Conditions.

8.10 Each member has the right to submit a written suggestions to the Association regarding the termination of the agreement prior to maturity. The Association does not have the obligation to agree the suggestion.

8.11 In case of the termination of the Agreement prior to maturity there is no interest payable to the Member.

8.12 The Contract, issues and relations that apply to the Association's General Terms and Conditions, the Client's Data Processing Policy Intus Savings and Loan Association and a current conditions. The Customer confirms that the contract, the terms of the current account, the Association's Terms and Conditions and client data processing principles Principles of Processing Intus savings and loan association and agrees.