Terms and conditions of business credit card agreement

Valid from
6 November 2026

1. GENERAL PROVISIONS

1.1 The business credit card agreement (hereinafter the **Agreement**) governs the relations between LHV Bank AS (hereinafter the **Bank**) and the customer of the Bank (hereinafter the **Client**) in using the services provided by the Bank and any third party via an electronic means of payment or a card to be issued by the Bank.

1.2 These terms and conditions of the Agreement (hereinafter the **Conditions**) constitute an inseparable part of the Agreement and shall be applied to the Agreement insofar as the Bank and the Client have not agreed otherwise.

1.3 In issues not regulated by the Agreement, the Bank and the Client 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 Client 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. DEFINITIONS

2.1 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 **Automatic Repayment** is a sum chosen by the Client, to the extent of which the Client wishes to repay the Credit Limit Used to the Bank on the Payment Date. The Client is entitled to change the amount of Automatic Repayment at any time, including to designate 0 (zero) euros or the whole Credit Limit Used as the amount of Automatic Repayment.

2.1.2 **Interest** is the fee payable by the Client to the Bank for the use of the Credit Limit.

2.1.3 **Card User** is a Client who is a natural person, or another natural person complying with the requirements of the Bank, to whom the Bank has granted the Card for use upon the request of the Client.

2.1.4 Card is an electronic means of payment owned by the Bank, allowing the Card User to conduct Operations pursuant to the procedure established by the Bank.

2.1.5 **Credit Limit Used** is the amount of Operations and the costs and fees related to the Operations performed on account of the Credit Limit.

2.1.6 **Credit Account** is an account related to the Client's Account from which the Credit Limit can be used for performing Operations and paying for the costs and fees related to the Operations.

2.1.7 **Credit Limit** is the maximum amount in euros within which the Bank shall grant the Client credit on the Credit Account. The Credit Limit shall be determined as a uniform amount for all Cards related to the Credit Account.

2.1.8 **Payment Date** is a monthly term, fixed in the Agreement, when the Bank will debit the Client's Account for Interest, the fees set forth in the Price List, and the Automatic Repayment designated by the Client.

2.1.9 International Card Organisation is MasterCard Worldwide.

2.1.10 **Terminal** is an ATM, a payment terminal or another system (including an internet environment) complying with the requirements of the Bank and allowing the Card User to perform Operations.

2.2 **Operation** shall mean the usage of the assets available on the Credit Account (in particular, the Credit Limit) through the corresponding Terminal by using the Card for cash withdrawal, payment for goods and/or services, receipt of information or other operation related to the Card.

3. USE OF THE CARD AND THE CREDIT LIMIT

3.1 Only the Card User shall be entitled to perform Operations with the Card. The Client shall be obliged to forward to the Card User, the Agreement (including the Conditions), the General Conditions, the Conditions of Payment Services Agreement and other relevant service conditions for examination, and to take responsibility for the Card User's adherence to the same.

3.2 Upon Card issue, the Card User shall be provided with personal Security Elements of the Card (PIN), which shall be regarded as the signature of the Card User when performing Operations.

3.3 Upon the Client's request, the Bank shall be entitled to send non-activated Cards and the Security Elements of Cards to Clients by post at the address provided by the Client to the Bank. Upon receipt of the Card, the Client shall make sure that the envelope of the Card as well as that of the Security Elements of the Card have not been opened or damaged. The Client shall activate the Card at a Bank office or via the Internet Bank.

3.4 The Card User may start performing Operations and using the Credit Limit from the moment of activation of the Card.

3.5 The Bank shall credit the Card Operations as of the date of performance of the Operation.

3.6 Along with the Operations the Bank shall also credit all fees related to the Operations (the fees set forth in the Price List, including the fee for cash withdrawal from ATM, the fee for the balance statement of the Credit Account and/or the statement of Operations via ATM) and the costs related to the Operations (including the fee for converting the Operations performed outside euro area countries, the fees of the International Card Organisation).

3.7 The Card is linked to the Credit Account. Upon the request of the Client, several Cards may be linked to the Credit Account.

3.8 The Client, the Card User or a third party shall at any time be entitled to make transfers to the Credit Account in any amount (and only in euros). The amount transferred to the Credit Account shall be calculated as a repayment of the Credit Limit used and within that amount the Credit Limit Used shall be free for new Operations. The unused part of the Credit Limit and the amounts transferred additionally to the Credit Account shall comprise the available assets of the Credit Account.

3.9 The Card User shall be entitled to perform Operations within the limit of available assets of the Credit Account and only in the Terminals bearing the MasterCard logo.

3.10 The Bank shall not pay any interest on the positive balance of the Credit Account.

3.11 The Client and/or the Card User shall not exceed the Credit Limit when performing the Operations (incl. the fees and costs related to the Operations), unless assets available on the Credit Account are used for performing the Operations.

3.12 A Card User is obliged to verify all Card Operations with his or her signature or entry of the Security Element of the Card. The verification shall serve as the Card User's consent to the performance of the Operation. Where the Card allows one to perform Operations in the internet environment or with a Near Field Communication device, the Card User shall grant their consent to the performance of the Operation in the internet environment by entering the data required or touching the Near Field Communication device with the Card.

3.13 Where the Card User has granted their consent to the performance of the Operation, the Client and/or the Card User shall not be entitled to a refund of the amount paid for the Operation, unless the person who provided the relevant service agrees to a refund of the amount paid for the Operation.

3.14 Upon the request of a person servicing the Card, the Card User shall present their identity document and agree to the recording of the data of the document.

3.15 The Client shall accept that all Operations made with the Card User and/or by using the Security Elements of the Card or filling in the details required in an internet environment and/or touching a Near Field Communication device with the Card, shall be

treated as legitimate by the Bank (and as authorised in the meaning of the Law of Obligations Act) and shall be executed by the Bank.

3.16 The Bank shall have the right not to perform the Operation ordered by the Card User, if:

3.16.1 the Client's Account has been blocked or seized;

3.16.2 the Card is invalid or closed, or use of the Card has been blocked;

3.16.3 The amount of the Operation (incl. all fees and costs related to the Operations) exceeds the unused part of the Credit Limit set forth in the Agreement, unless the available assets of the Credit Account are used for that purpose;

3.16.4 under any other basis arising from the General Conditions or legal acts.

3.17 The Bank shall have the right to block the use of the Card until the circumstances are clarified, if:

3.17.1 the Bank has become aware of a circumstance from which it can be reasonably concluded that the solvency of the Client has deteriorated and it would, in the Bank's opinion, raise suspicions with regard to appropriate fulfilment of the Agreement (including but not limited to cases where the Client's Account is blocked or seized);

3.17.2 the Bank has become aware of a circumstance from which it can be reasonably concluded that the Card has become available to and/or the Security Elements of the Card have been disclosed to a person not authorised to use the Card;

3.17.3 the use of the Card may be related to fraud on behalf of the Client and/or the Card User;

3.17.4 there are grounds for blocking the Card under the Conditions, the General Conditions or Service Conditions.

3.18 If the reasons for blocking the Card under clause 3.17 of the Agreement are not eliminated, the Bank shall be entitled to close the Card.

3.19 The Client and/or the Card User shall at any time be entitled to request the blocking and/or closing of the Card by the Bank.

3.20 Cards, which have been blocked, closed or rendered invalid, may not be used.

3.21 Unless otherwise provided for by the Imperative Provisions, the Bank shall not be held liable for any damage caused to the Client or a third party (including the Card User) in connection with the blocking of the Card or closing of the Card by the Bank in accordance with the Conditions. This shall also be the case, if the Bank has blocked the use of the Card in good faith on the basis of a false notification.

3.22 The Bank shall have the right to engage third parties in the performance of Card-related Operations [e.g. credit institutions, the International Card Organisation or the Card Centre of Banks (Nets Estonia AS)]. The Bank shall not be held liable for the actions of these persons, or their failure to act.

3.23 The Bank shall have the right to establish minimum and maximum limits for the use of the Card as well as for single Operations.

3.24 The Bank is entitled, in justifiable cases (including if the Client fails to appropriately fulfil the payment obligations arising from the Agreement or if the Bank has become aware of a circumstance from which it can be reasonably concluded that the solvency of the Client has deteriorated or if the Card User has failed to use the Credit Limit for a period of 6 (six) months), to unilaterally and without advance notification lower the Credit Limit without concluding the corresponding annex for amendment of the Agreement.

3.25 The Bank shall be entitled to offer the Client and/or the Card User, without the prior consent of the Client and/or the Card User, additional Card-related services and benefits and/or stop offering such additional services and benefits and/or establish in the Price List, the service fees for such services and benefits.

4. SECURITY REQUIREMENTS FOR THE USE OF THE CARD

4.1 A Card User shall:

4.1.1 use the Card in accordance with the Agreement and make every effort to protect the Card from mechanical damage, high temperatures, electromagnetic fields, reproduction, alteration, etc.;

4.1.2 not to allow third party/parties to use the Card, except for the receiver of the payment during the performance of the Operation;

4.1.3 use the Card only in Terminals bearing the MasterCard logo and follow the instructions given by or written on the Terminal, when performing the Operations. The Bank shall not be held liable for any damage caused by the breach of this clause of the Agreement;

4.1.4 not to use the Card for illegal activity, including for purchasing goods and services prohibited by valid legal acts;

4.1.5 immediately notify the Bank of any errors or failures obstructing the performance of Operations;

4.1.6 fulfil other obligations arising from the Agreement and the Law of Obligations Act.

4.2 To guarantee the security of the performance of Operations, the Card User shall periodically change the Security Elements of the Card, if the Bank has established the relevant procedures and periods.

4.3 The Client and/or the Card User shall make sure that persons not authorised to use the Card have no access to the Card and/or the Security Elements of the Card. The Card User shall make every effort to safeguard the Card and/or the Security Elements of the Card, including to memorise the Security Elements, not to save the Security Elements on any data carrier and to safeguard the Security Elements in such a way so as to rule out their use by third Parties (including to destroy the hard copy of the Security Elements immediately after memorising the Security Elements).

4.4 If the Card has been used by unauthorised parties or in an inappropriate manner, or if the Card and/or the Security Elements have been lost or stolen or the Security Elements have been or are in danger of being disclosed to third parties not authorised to use the Card and/or the Security elements, the Card User or the Client shall immediately notify the Bank thereof at the time and on the phone number specified by the Bank on its website.

4.5 Upon receipt of the information specified in clause 4.4, the Bank shall make every effort to prevent further use of the Card (including to close the Card).

4.6 The Bank and/or the person serving the Card shall be entitled to refuse to perform the Operation and/or to confiscate the Card if the Card and/or the Security Elements of the Card have been used inappropriately or if the Bank and/or the person serving the Card have suspicions with regard to the identity of the Card User.

5. PAYMENT OBLIGATION

5.1 With the entry into this Agreement, the Client confirms that the Bank has informed the Client of, and that the Client understands the risks involved in the use of the Credit Limit.

5.2 According to Article 3.6 of the Agreement, the Bank shall be entitled to debit from the Credit Account, in addition to the Operations, any fees related to using the Card or Operations as set forth in the Price List, in particular but not limited to the fee for withdrawing cash from an ATM, fee for a balance query of the Credit Account and/or the statement of Operations via an ATM.

5.3 In addition to the fees related to Operations established in the Price List, the Bank shall also be entitled to debit from the Credit Account, any additional fees and a potential fee for conversion calculated by the International Card Organisation. The claims of the International Card Organisation for Card Operations performed outside the euro area are received by the Bank in euros or amounts converted into euros. The conversion rate shall be determined by the International Card Organisation as of the day when the Operation is sent to the Bank.

5.4 The Credit Limit Used is increased by the fees and costs debited from the Credit Account, thereby increasing the Client's monetary obligation before the Bank.

5.5 The Client is obliged to pay Interest to the Bank for the Credit Limit Used.

5.6 The Bank shall calculate the Interest on the Credit Limit Used on each calendar day. Interest shall be calculated on the basis of the actual number of days in a month and a 360-day year.

5.7 The Bank shall not calculate any Interest on the use of the Credit Limit for Operations related to the use of the Card for payment for goods or services from the moment of the performance of the Operation up to the Payment Date of the month following the performance of the Operation.

5.8 The Interest calculated for the Credit Limit Used shall be paid on a monthly basis by the Payment Date of the month following the month which serves as the basis for Interest calculation. The last Interest shall be subject to payment on the day of termination of the Agreement.

5.9 In addition to the Interest, the Client shall pay the Bank the fees set forth in the Price List (including but not limited to the fees for the issue and replacement of the Card, as well as monthly or

annual fees). The fee for the issue and/or replacement of the Card shall be paid by the Payment Date of the month following the ordering of the Card (including a new Card), the fee for the activation of the Card (if the Card is activated at a Bank office) shall be paid on the Payment Date of the month following the activation of the Card. The monthly fee of the Card shall be paid on a monthly basis by the Payment Date of the month following the month which serves as the basis for calculation, and the annual fee of the Card shall be paid on an annual basis by the first Payment Date of the year which serves as the basis for calculation. The fee for the issue, replacement and activation of the Card shall not be refunded to the Client.

5.10 The Bank shall debit the Interest and any fees payable by the Client to the Bank under the Agreement (except for the fees and costs related to Operations, which the Bank shall debit from the Credit Account) from the Client's Account without any further orders by the Client. The Client is obliged to ensure that on the Payment Date there are sufficient funds available (in euros) on the Account for debiting the Interest and the fees set forth in the Price List.

5.11 The total Credit Limit Used shall be repaid by the Client to the Bank in a lump sum on the day of termination of the Agreement.

5.12 The Client shall have the right, during the validity of the Agreement, to choose the amount and term of repayment of the Credit Limit Used to the Bank. In order to repay the Credit Limit Used, the Client shall transfer the relevant amount to the Credit Account, or submit an order to the Bank for debiting the Account automatically on the Payment Date (i.e. Automatic Repayment).

5.13 The Bank shall debit the Account to the extent of the Automatic Repayment on the Payment Date and transfer the amount debited to the Credit Account.

5.14 If on the Payment Date, after debiting the Interest and the fees payable to the Bank under the Agreement, there are insufficient funds available (in euros) on the Account for settling the Automatic Repayment in the amount designated by the Client, the Bank shall debit the Account on the Payment Date in the extent of the funds (in euros) remaining on the Account after the debiting of the Interest and fees payable to the Bank under the Agreement. The outstanding part of the Automatic Repayment shall remain part of the Credit Limit Used and shall not be considered a breach of the payment obligation by the Client.

5.15 If the Credit Limit of the Card has not been used or if the entire Credit Limit Used has been transferred back to the Credit Account before the Payment Date of the relevant month, the Bank shall not debit the Account with the Automatic Repayment.

5.16 If the Credit Limit Used, from which the Operations (incl. the fees and costs related to the respective Operations) of the current month have been deducted, is before the Payment Date of the respective month, smaller than the amount of the Automatic Repayment chosen by the Client, the Bank shall debit from the Account, the amount of the Credit Limit Used from which the Operations (incl. the fees and costs related to the respective Operations) of the current month have been deducted.

5.17 Any transfer of money to the Credit Account by the Client, the Card User or a third party shall not be deemed to be part of the Automatic Repayment.

5.18 If the Card User breaches the obligation set forth in clause 3.12 of the Agreement, the Client shall pay the Bank a fee for exceeding the Credit Limit in the amount specified in the Price List of the Bank. The fee for exceeding the Credit Limit shall be paid by the Client to the Bank together with Interest in accordance with clause 5.9.

5.19 If the Card User uses a Card which is closed, the Client shall pay the Bank a fee for the use of a closed Card in the amount specified in the Price List of the Bank. The fee for the use of a closed Card shall be paid by the Client to the Bank by the term established by the Bank.

5.20 If the Bank is unable to debit the Account on the date specified in the Agreement due to unavailability of funds, the Client shall be considered as having failed to fulfil the payment obligation arising from the Agreement (except if there are insufficient funds on the Account for full or partial Automatic Repayment) and the Bank shall be entitled to block the use of the Card, notifying the Client thereof as soon as possible. The Bank shall unblock the Card within a reasonable period of time after the circumstances serving as the basis for the blocking have been eliminated or have ceased to exist.

5.21 If there are insufficient available assets for debiting the amounts agreed in the Agreement at the deadlines agreed in the Agreement, the Client shall pay default interest to the Bank for the debt occurred and the fee for sending the debt notification. The fine for delay and the fee for the debt notice have been established in the Price List. The calculation of the fine for delay shall cease on the day all the amounts due are paid in full.

5.22 In the event that the available assets on the Account are insufficient for settling all amounts due under the Agreement on a specific deadline, the Bank shall first debit the Account with the fine for delay and the fee for the costs incurred for collecting the debt (including the fee for sending the debt notification), secondly for other fees and costs arising from the Agreement, thirdly for the Interest, and then for the amount of the Credit Limit Used owed by the Client (in the event of termination of the Agreement).

5.23 Upon failure to fulfil the payment obligation, the Client may incur additional costs for collection of the debt (the fees charged by the collection service provider and/or legal costs and/or bailiff's charges).

6. EXCHANGE OF INFORMATION AND SUBMISSION OF CLAIMS REGARDING THE OPERATIONS PERFORMED

6.1 The Bank shall make available for the Client, the statement about the Operations performed by the Client and/or Card User, any costs related to the Operations, the amount of the Credit Limit Used and the Fixed Payment and any fees according to the Price List paid by the Client to the Bank in an electronic format via the Internet Bank (statement of the Account and/or the Credit Account and/or the respective Card).

6.2 The Client shall immediately check the accuracy of the Operations performed. All claims related to unauthorised and/or incorrectly performed Operations shall be filed immediately in a format which can be reproduced in writing, but not later than by the term indicated in the Payment Service Agreement.

6.3 Filing a claim (disputing an operation) does no exempt the Client from the obligation to repay the Credit Limit Used (incl. the disputed Operation). The Bank reduces the Credit Limit Used by the sum of the Operation to the extent that it is disputed by the Client and/or the Card User after the respective repayment has been made to the Bank.

6.4 If the Client or the Card User has authorised an Operation without knowledge of the precise sum, the Bank is not held liable for the sum of the Operation conducted. In such case the Client and/or the Card User have the right to file a complaint or a refund claim for the respective operation directly to the recipient of the payment arising from the Operation instead of the Bank.

6.5 Additional information on the disputing of Operations is available on the website of the Bank.

6.6 All other claims and disputes between the Client, the Card User and the Bank shall be settled pursuant to the procedure provided in the General Conditions. If the Bank and the Client fail to reach an agreement in case of a dispute, the dispute shall be settled in court at the location of the Bank, unless the Bank and the Client have agreed otherwise or unless Imperative Provisions stipulate otherwise.

7. LIABILITY

7.1 The Parties shall be held liable for a breach of their obligations in accordance with the provisions of the Conditions, the General Conditions, the Payment Services Agreement and legal acts.

7.2 If an unauthorised payment in the meaning of the Law of Obligations Act has been made by using a lost or stolen Card and/or Security Elements of the Card, or if the Card and/or Security Elements have been used in any other unauthorised manner and the Client and/or the Card User has failed to safeguard the Card and/or Security Elements in an appropriate manner, the Client shall be held liable for the entire damage caused to the Bank until notification of the Bank by means acceptable to the Bank, except where the law expressly precludes liability.

7.3 The Bank shall not be held liable for the activities of third parties engaged in the performance of the Operations, the goods or services paid for with the Card or cases where the Card is not accepted for performance of the Operation.

8. VALIDITY OF THE CARD AND THE ISSUE OF A NEW CARD

8.1 The Card shall be valid until the last day of the month (included) indicated on the Card.

8.2 The Bank shall have the right to prepare a new Card upon expiry of the validity of the Card. The Bank shall notify the Client and/or the Card User of the time and/or place of delivery of the new Card.

8.3 The Bank shall have the right, upon expiry of the Card or where the Client applies for a new Card (a replacement card) not to prepare and/or issue a new Card, if the Client and/or the Card User has breached any of the obligations arising from the Agreement and/or the terms and conditions of use of the Card, or if the Client no longer complies with the terms and conditions set forth by the Bank.

8.4 If the Client and/or the Card User does not wish to receive a new Card, they shall notify the Bank thereof in writing or by other means acceptable to the Bank within at least 2 (two) months before the month of expiry specified on the Card.

8.5 In the event that the Client and/or the Card User do not accept the Card from the Bank and/or activate the Card within 6 (six) months from preparing the Card, the Card shall be closed and destroyed, if possible, whereas the fees debited from the Client's Account according to the Price List of the Bank shall not be returned.

8.6 The Card User shall not use an invalid or a closed Card or a Card that has been rendered unfit for use in any other way, and shall return such a Card to the Bank within 30 (thirty) days from the closing of the Card, expiry of the Card or from the moment the Card has been rendered unfit for use in any other way.

9. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE AGREEMENT

9.1 The Agreement shall enter into force upon its signing and shall be valid for an unspecified term.

9.2 The Client shall have the right to request the change of the Credit Limit and/or the Card limits pursuant to the procedure and within the limits established by the Bank. In such cases, the Bank shall have the right to lower the Credit Limit and/or change the Card limits without concluding a separate annex for amendment of the Agreement. To raise the Credit Limit, the Client and the Bank shall enter into a respective agreement (a new agreement).

9.3 The Bank shall have the right to unilaterally amend the terms and conditions of the Agreement by notifying the Client thereof at least 2 (two) months in advance. The Client shall be entitled, within those 2 (two) months, to cancel the Agreement immediately and free of charge. If the Client fails to cancel the Agreement within the above term, it shall be deemed that the Client has accepted the amendments.

9.4 The Client has the right to cancel the agreement in the ordinary manner by notifying the Bank thereof at least 1 (one) month in advance.

9.5 The Bank shall have the right to cancel the Agreement in the ordinary manner by notifying the Client thereof at least 2 (two) months in advance.

9.6 The Bank shall have the right to cancel the Agreement extraordinarily and without any advance notification, if:

9.6.1 the Client has submitted false information when applying for the Credit Limit or failed to disclose any information which is known to the Client and which is liable to affect performance of the Agreement;

9.6.2 the Client fails to fulfil a payment obligation arising from the Agreement within the additional term of 14 (fourteen) days granted by the Bank to the Client;

9.6.3 all Cards issued under the Agreement have been closed and/or the use of the Card has been blocked for at least 4 (four) consecutive months;

9.6.4 the Card is rendered invalid and the Client and/or the Card User fails to accept a new Card from the Bank (including to activate the new Card) within the time limit set forth in clause 8.5 of the Agreement;

9.6.5 no Operations have been performed with the Card for a period of at least 6 (six) consecutive months.

9.7 In addition to the cases stipulated in the Conditions, the Bank shall have the right to cancel the Agreement extraordinarily without any advance notification on other basis provided by the General Conditions, the Payment Services Agreement or legal acts.

9.8 The Agreement shall terminate automatically upon expiry of the Payment Services Agreement entered into between the Bank and the Client with regard to the Account related to the Credit Account.

9.9 The Parties shall have the right to terminate the Agreement at any time by mutual agreement.

9.10 Termination of the Agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to termination of the Agreement.

9.11 Upon termination of the Agreement, the Bank shall have the right to debit from any Account of the Client the Credit Limit Used, the Interest calculated up to the day of termination of the Agreement and the fees and other payables set forth in the Price List (e.g. fine for delay, debt collection costs).

9.12 The Bank shall close the Credit Account upon termination of the Agreement, but not before the total Credit Limit Used has been repaid to the Bank in full.

9.13 Upon termination of the Agreement the Bank shall transfer the positive balance of the Credit Account to the Account.

10. FINAL PROVISIONS

10.1 The Bank and the Client 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 processing of the Card or Operations, or unless agreed in the Agreement.

10.2 The Bank shall have the right to disclose the Agreement-related information on the Operation, the Card, the Client and the Card User to third parties whose right to such information arises from the General Conditions and the Principles of Processing Client Data by the Bank.

10.3 Supervision over the activities of the Bank shall be performed by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, phone: 372 66 80 500, e-mail: info@fi.ee, website: www.fi.ee).