

# TERMS AND CONDITIONS OF CURRENCY RATE PROTECTION

Valid from August 20, 2018

## **1 GENERAL PROVISIONS**

#### 1.1 The name of provider

1.1.1 Currency rate protection service is provided by Eurex Capital OÜ (hereinafter Eurex). Eurex is a company which deals with finance intermediary services.

#### **1.2 Definitions**

**Currency rate protection** is a service that enables a client to sell bought currency back to Eurex with the initial currency rate.

#### **1.3 Application of the terms and conditions**

- 1.3.1 The currency rate protection service could be used by any natural persons as well as by legal entities who have signed a contract with Eurex or who have applied for signing a contract with Eurex and/or who has been identified by Eurex.
- 1.3.2 The terms and conditions of currency rate protection are available at Eurex's Offices as well as on the webpage of Eurex at <u>www.eurex.ee</u>.

#### 1.4 Applicable law and jurisdiction

- 1.4.1 The law of the Republic of Estonia shall be applied to the all relationships between Eurex and the Client.
- 1.4.2 Foreign state laws are taken into consideration as much as it obligatory by current law.
- 1.4.3 A natural person, with place of residence in a foreign country and a legal entity, incorporated in a foreign country, is obliged when using a service to follow the law, including the limitations and obligations to inform, etc, established therein, applicable in their country of residence or location.
- 1.4.4 A disagreement between Eurex and the Client shall be resolved by the Tallinn District Court in Estonia, unless otherwise provided by law or agreed by the parties.

# 1.5 Establishment and amendment of the terms and conditions of currency rate protection

- 1.5.1 Eurex shall establish the terms and conditions of currency rate protection.
- 1.5.2 Eurex is entitled to make unilateral amendments to the terms and conditions of currency rate protection.
- 1.5.3 Eurex shall inform the Client of the amendments to the terms and conditions of currency rate protection at Eurex's webpage or at Eurex's Office at least 1 month in advance of coming into effect of the amendments.

#### 1.6 Termination of service

1.6.1 Eurex has a right to terminate the service unilaterally without announcement.

### 2 HOW TO USE CURRENCY RATE PROTECTION

- The currency rate protection costs 7.50 (seven point fifty) euros per one currency.
- The currency rate protection service could be used only when buying currency in cash.
- The amount exchanged with currency rate protection could not exceed 250 (two hundred fifty) euros.
- Currency rate protection must be used within 30 days from the initial currency exchange.
- Currency rate protection applies only to banknotes and not to coins.
- In order to execute currency exchange protection it is necessary to prove the existence of initial purchase invoice together with the purchase invoice of currency rate protection.
- Eurex has the right to decline from repurchase if the currency rate has changed more than 10 per cent from the currency rate of initial purchase.

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