



TERMS AND CONDITIONS OF CURRENT ACCOUNT AGREEMENT

1 SCOPE OF APPLICATION

1.1 This Agreement regulates relations between the Bank as the account manager and the Customer as the account holder in using the Account.

1.2 The Bank shall open, subject to the Agreement, an Account for the Customer.

1.3 The General Terms and Conditions of Servicing the Customers of the Bank shall supplement this Agreement and apply in any other respect not regulated in this Agreement.

1.4 The Bank shall have the right to amend the Agreement unilaterally as set forth in clause 3 of the General Terms and Conditions of Servicing the Customers of the Bank.

2 DEFINITIONS

Account is a bank account opened by the Bank for the Customer in accordance with the Agreement. The Account is a Multi-Currency Account.

Agreement is this Current Account Agreement.

Bank is OP Corporate Bank plc Lithuania branch, identification code 302535257, head office address Konstitucijos Ave. 29, Vilnius, Republic of Lithuania, registered in the Register of Legal Entities of the Republic of Lithuania. E-mail address of the Bank – info@opbank.lt

Customer is the person specified as Customer on the front page of the Agreement, being the holder of the Account.

Parties are the Customer and the Bank collectively, and **Party** either of them separately.

Price List is the price list of the Bank's services.

Specimen Signature Card is a card that contains the signatures of Customer's representatives, authorisation thereof to represent the Customer in payment transactions, if applicable - the imprint of the Customer's seal, and other information required by the Bank included into the Specimen Signature Card.

Other definitions established herein shall have the same meaning as in General Terms and Conditions of Servicing the Customers of the Bank, unless otherwise expressly defined in this Agreement.

3 USING THE ACCOUNT

3.1 The Customer can use the Account in the Bank's office and via e-communication channels agreed with the Bank. Using the Account via a e-communication channel shall be subject to concluding a respective agreement with the Bank.

3.2 The Account may be used in the Bank's office by persons having signatory rights according to the Specimen Signature Card executed by the Customer and delivered to the Bank. Such persons shall have the right, by observing the required combination of signatures, to initiate transfers from the Account by giving any kind of payment orders to the Bank. Each person having signatory rights shall have the right (irrespective of the required combination of signatures specified in Specimen Signature Card) to obtain information on the Account balance and transactions.

3.3 In addition to persons authorised to use the Account according to the Specimen Signature Card, and notwithstanding any restrictions set by the Customer on using the Account, legal representatives of the Customer (legal person) (e.g. manager of the Customer) are allowed to use the Account in accordance with their representation right determined by law.

3.4 Persons authorised to use the Account via e-communication channels (e.g. via Internet Banking or telephone) and the terms of their use shall be established in the relevant agreements. For the avoidance of doubt, the terms of using the Account set out in clause 3.2 and 3.3 shall not be applied to using the Account via e-communication channels.

3.5 The Customer shall have the right to carry out transactions only within the funds available on the Account (available positive balance of the Account). In order to use the overdrafted (credit) funds the Customer shall separately enter with the Bank into respective agreement.

4 PAYMENT ORDERS

4.1 The Customer may submit payment orders according to the terms established by the Bank. The Bank shall execute Customer's payment order according to the beneficiary's account number as submitted by the Customer, which can be either an international account number IBAN or other Unique identifier, acceptable to the Bank.

4.2 The Bank shall accept for execution only such payment orders of the Customer which are submitted in accordance with the General Terms and Conditions of Servicing the Customers of the Bank and which sufficiently clearly indicate the Customer's intention.

4.3 If the payment order submitted by the Customer contains inaccuracies, the Bank shall have the right to determine the means of fulfilling the order in line with good banking practice or refuse from fulfilling the order by notifying the Customer thereof.

4.4 If the Beneficiary's bank rejects a payment due to inaccuracies in it and returns the payment amount, the Bank shall return the amount to the Account.

4.5 In order to verify the legal origin of funds used for the transaction, the Bank shall have the right to request from the Customer relevant documentary evidence and, until such sufficient evidence is received, postpone fulfilling the payment order. The Customer shall have no right to receive compensation, including interest or default interest on the amount of the payment order, from the Bank for any damage incurred by it due to such postponement or non-execution of the payment order.

4.6 The Customer may withdraw the payment order given to the Bank by notifying the Bank via agreed e-communication channel, provided that the Bank has not yet accepted the payment order for execution or fulfilled the obligation arising from it.

4.7 Information on cut-off times and time limits for fulfilling payment orders is available on the Bank's website www.opbank.lt, in the Internet Banking and in the Bank's office.

5 MULTI-CURRENCY ACCOUNT

5.1 The Customer can hold on Multi-Currency Account any currencies quoted by the Bank.



5.2 The amounts credited to the Multi-Currency Account can be in any currencies quoted by the Bank and will not be converted into any other currency.

5.3 In regard to transactions carried out by the Customer, the Bank may apply any conditions and restrictions established in the country of origin of the currency involved in the transaction and affecting the Bank in carrying out transactions in that currency.

6 ACCOUNT STATEMENTS

6.1 Unless otherwise agreed, the Bank shall issue Account statements to the Customer by means determined by the Bank.

6.2 The Customer shall have the right to request Account statements in paper form, confirmed by the signatures of the responsible Bank employees. For such Account statements the Customer shall pay a service fee according to the Price List.

7 INTEREST

7.1 The Bank shall pay interest on the funds on the Account (on the positive balance of the Account) by the rate specified on the front page of the Agreement, unless otherwise is agreed by the Parties.

7.2 The interest is calculated based on a 360-days' year and for the actual number of days within the interest calculation period, unless otherwise agreed.

7.3 The Bank shall have the right to unilaterally change the applicable interest rate and its calculation method by notifying the Customer thereof.

7.4 Unless otherwise agreed, the Bank shall credit the accrued interest to the Account at least once a year.

8 SERVICE FEES AND OTHER PAYABLE AMOUNTS

8.1 The Customer shall pay the Bank service fees for opening and using the Account pursuant to the Price List.

8.2 The Bank shall have the right to unilaterally change the service fees by notifying the Customer thereof in advance. The changes shall take effect at the beginning of the calendar month first following after one month has passed from date of the notification.

8.3 The service fees and other amounts payable by the Customer to the Bank, including the amounts payable under loan agreements and other agreements concluded between the Customer and the Bank, shall be debited by the Bank from the Account without any additional order by the Customer.

8.4 The service fees shall be payable in EUR. If the funds in EUR on the Account are insufficient to pay the service fee, the Bank shall convert the necessary amount from any other currency available on the Account by the Bank's then effective exchange rate and shall thereafter debit the service fee in question.

8.5 The service fee shall be debited from the Account on which the transaction in question is made or to which Account the service in question is linked, unless otherwise agreed. If the funds on that Account are insufficient to pay the service fee, the Bank shall have the right to debit the missing amount from any other account of the Customer.

8.6 The Customer is not allowed to overdraw the Account, except the case the Customer has entered with the Bank into respective agreement on usage of overdrafted (credit) funds. The Customer undertakes to hold sufficient funds on the Account to enable the Bank to carry out the Customer's payment orders and debit the service fees and other amounts owed to the Bank.

8.7 If the Account is overdrawn (e.g. as a result of debiting the service fees), the Customer shall pay the Bank penalty interest on any overdrawn amount by the penalty interest rate set out in the Price List.

9 ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

9.1 The Agreement shall enter into force upon signing by the Parties and shall be effective until further notice.

9.2 The Customer shall have the right to terminate the Agreement at least 1 (one) Banking day in advance.

9.3 The Bank shall have the right to terminate the Agreement by way of ordinary termination by notifying the Customer thereof at least one month in advance, or by way of immediate termination according to the General Terms and Conditions of Servicing the Customers of the Bank.

9.4 Upon termination of the Agreement the Bank shall have the right to terminate all other agreements made between the Customer and the Bank related to using the Account.

9.5 Upon termination of the Agreement the Bank shall credit to the Account the interest payable by the Bank and shall debit from the Account all payable service fees and other debts of the Customer due to the Bank. Upon closing the Account the Bank shall transfer the remaining positive balance of the Account (if any) to another account instructed by the Customer. In case the Customer has not given instructions to the Bank regarding such funds, the Bank shall maintain the funds on the Bank's own account and shall transfer them to an account instructed by the Customer upon receiving the respective instruction. The Bank shall not be obligated to pay interest on the Customer's funds after the termination of the Agreement and closing of the Account.

10 FINAL PROVISIONS

10.1 In addition to this Agreement, relations between the Parties shall also be regulated by the Civil Code, other laws and legal acts of the Republic of Lithuania.

10.2 This Agreement is executed in 2 (two) counterparts having equal legal power, - 1 (one) counterpart for each Party.

10.3 In case the texts of this Agreement are written in Lithuanian language and other language agreed by the Parties and in case of discrepancies or ambiguities between the texts in different languages, the text in Lithuanian language shall prevail.

Deposits in OP Financial Group, including also OP Corporate Bank plc Lithuania Branch, are guaranteed by the Finnish Deposit Guarantee Fund up to € 100 000. When applying the deposit guarantee, OP Financial Group member banks are considered as one bank. More information about the deposit guarantee and about those types of depositors who are not covered by the deposit guarantee is available on the Finnish Deposit Guarantee Fund's website www.talletusuoja.fi and in the Information Sheet on www.opbank.lt