



## GENERAL TERMS AND CONDITIONS OF SERVICING THE CUSTOMERS OF OP CORPORATE BANK PLC LITHUANIA BRANCH

In use as of 04.04.2016

### 1 SCOPE OF APPLICATION

1.1 The General Terms and Conditions set forth the general rules for regulation of relations between OP Corporate Bank plc Lithuania branch and the Customer. **The General Terms and Conditions shall regulate all relations in connection with Business Transactions exclusively.**

1.2 In addition to the General Terms and Conditions all the Business Transactions shall be guided by the Service Conditions, Agreements, the Price List, the laws and other legal acts of the Republic of Lithuania and good banking practices as well as the principles of justice, reasonableness and good faith.

1.3 The General Terms and Conditions and the Service Conditions shall be applicable to the Services established before and continuing on the date of entry into force of the General Terms and Conditions or the respective Service Conditions, if not stated otherwise.

1.4 The General Terms and Conditions shall be applicable until all the Agreements concluded between the Customer and the Bank are ended or terminated and all the obligations arising from the Business Transactions between the Customer and Bank are fulfilled.

1.5 By entering into a transaction relation with the Bank or by expressing its wish to enter into a transaction relation, the Customer grants its permission to the Bank for processing Customer Data in accordance with these General Terms and Conditions.

1.6 The General Terms and Conditions, the Service Conditions and the Price List shall be accessed in the Bank's office and on the Bank's website.

### 2 DEFINITIONS

The definitions established herein shall have the same meaning in each of the Agreements, Service Conditions and Price List, unless otherwise expressly defined in the above-mentioned documents.

**Account** is a bank account opened by the Bank for the Customer in accordance with the current account agreement. Account means also other accounts where the Customer's assets are held (e.g. deposit account, start-up account).

**Account Statement** is a document prepared and issued by the Bank which contains information about the transactions performed in the Account during a certain period.

**Agreement** is a Service Agreement concluded between the Parties.

**Bank** is OP Corporate Bank plc Lithuania branch (OP Corporate Bank plc Lietuvos filialas), 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](mailto:info@opbank.lt)

**Banking Day** shall mean any business day in Lithuania, when the Bank provides financial services. For the transactions with currency exchange and/or other transactions, determined and announced by the Bank, the Banking Day shall mean any business day in Lithuania and Finland, when the Bank and Bank HQ provides financial services.

**Bank HQ** is OP Corporate Bank plc with head office in Helsinki, which is the counterparty for respective Services and transactions, specified by the Bank.

**Bank Group** is the OP Financial Group. List of companies belonging to the Bank Group shall be accessed on the Bank's website.

**Bank's website** is the Bank's website on the internet [www.opbank.lt](http://www.opbank.lt)

**Beneficial Owner** is a natural person who ultimately owns or controls the Customer and/or a natural person on whose behalf a transaction or activity is being conducted. The Beneficial Owner is:

- in the case of legal person: the natural person who ultimately owns or controls a legal person through direct or indirect ownership or control over a sufficient percentage of the shares or voting rights in that legal person, including through bearer share holdings, other than a company listed on a regulated market that is subject to disclosure requirements consistent with the European Union legislation or subject to equivalent international standards; (a percentage of 25% plus one share shall be deemed sufficient to meet this criteria); the natural person who otherwise exercises control over the management of a legal person;

- in the case of the legal person which administers and distributes funds: the natural person who is the Beneficial Owner of 25% or more of the property of a legal person (where the future Beneficial Owners have already been determined); where the individuals that benefit from legal person have yet to be determined, the class of persons in whose main interest the legal person is set up or operates; the natural person(s) who exercises control over 25% or more of the property of a legal person.

**Beneficiary** is a natural or legal person who receives the funds of a Payment Transaction.

**Business Transactions** are legal relations created between the Bank and the Customer when the Customer uses, has used or has expressed a wish to use the Service.

**Consumer** is a natural person who buys the goods or services for the purposes not related with the consumer's commercial or professional activities, i.e. for the satisfaction of the consumer's personal, family or household needs.

**Cross-border Payment** is the Payment to the foreign bank as well as the Payment in foreign currency to the Beneficiary's bank located in Lithuania, or a Group Payment.

**Customer** is any **legal person or private entrepreneur** who uses, has used or has indicated its wish to enter into Business Transaction. **The Bank does not provide services to Consumers.**

**Customer Data** is all data related to the Customer, including also Personal Data.

**Domestic Payment** is a Payment in any currency serviced by the Bank between different Accounts of one Customer or between accounts of different Customers within the Bank, as well as the Customer's SEPA Payment to the Beneficiary's bank located in Lithuania.

**EBA** is EBA CLEARING is the company, which owns and operates the payment systems in euro at a pan-European level.

**EEA** is an internal market governed by the same basic rules, comprising EEA Member States.

**EEA Member States** are the countries of the European Union (EU), plus Iceland, Liechtenstein and Norway.

**Electronic means of identification** are e-signature, personal identification number (PIN) or any other electronically or verbally communicated instrument (passwords, codes, keys, etc.), used for confirming the identity of a Customer or representative thereof in the manner agreed upon between the Bank and the Customer.

**EUR** is euros.

**General Terms and Conditions of Servicing the Customers of the Bank or General Terms and Conditions** are these General Terms and Conditions of servicing the customers of OP Corporate Bank plc Lithuanian branch, as amended from time to time unilaterally by the Bank if needed.

**Group Payment** is the Payment within the Bank Group (between the banks belonging to the Bank Group in Finland, Estonia, Latvia and Lithuania).

**Means of identification** are a signature of a Customer or representative thereof and Electronic means of identification.

**Internet Banking** is NetBank or other banking software provided by the Bank which is available via the Internet. The NetBank can be accessed from hyperlink: <https://www.op-bank.lt/netbank>.

**Order** is a payment order or other valid instruction related with monetary funds held in the Accounts, which may be submitted to the Bank by the Customer through the communication channel accepted by the Bank in accordance to the General Terms and Conditions and Service Conditions.

**Parties** are the Customer and the Bank collectively.

**Party** is the Customer and the Bank, each separately.

**Payment service** is any service which is defined as the payment service in the Law on Payments.

**Payment Service Provider** is a credit institution, incl. Bank, or any other body providing Payment Services according to legal acts of the Republic of Lithuania.

**Payment Account** is an account opened by the Bank for the Customer, which can be used for payment services provided by the Bank.

**Payment Order** is any instruction (order) by a Payer or Beneficiary to his Payment Service Provider requesting the execution of a Payment.

**Payment** is an act, initiated by the Payer or by the Beneficiary, of placing, transferring or withdrawing funds, irrespective of any underlying obligations of the transaction between the Payer and the Beneficiary, regardless of any Payer's and the Beneficiary's obligations, which are based on the payment action.

**Law on Payments** is the Law on Payments of the Republic of Lithuania, or other law, or legal act replacing it.

**Payer** is a natural or legal person, who holds a Payment Account and allows a Payment Order from that Payment Account.

**Personal Data** is any information relating to a natural person (Customer (private entrepreneur), Customer's (legal person's or private entrepreneur's) representative, the Beneficial Owner, any other natural person directly or indirectly related to the Customer, any private entrepreneur, who applied to the Bank for entering the Business Transactions, but the applications thereof were refused by the Bank, as well as the spouse of such person), who is identified or who can be identified directly or indirectly by reference to such data as a personal identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

**Price List** is the Bank's Price List of Bank's Services.

**Processing Personal Data** is any operation, which is performed with Personal data such as collection, recording, accumulation, storage, classification, grouping, combining, alteration (supplementing or rectifying), disclosure, making available, use, logical and/or arithmetic operations, retrieval, dissemination, destruction or any other operation or a set of operations.

**Reference Exchange Rate** shall mean the currency exchange rate established, changed and communicated by the Bank during the respective day for each of the currencies served by the Bank.

**Sanctions** mean economic or financial sanctions, trade embargoes or other restrictive measures imposed, administered or enforced from time to time by the Republic of Lithuania, the Republic of Finland, the United Nations, the European Union, the United States or the United Kingdom or any agency or any other governmental institution of any of the foregoing.

**SEPA or The Single Euro Payments Area** is a payment-integration initiative of the European Union for simplification and harmonization of payment transfers.

**SEPA payment** is a payment to the banks of EEA member states, also to the banks of foreign states, that have voluntarily adopted and implemented the SEPA payment schemes (eg. Monaco, Switzerland).

**Service** is any service, including Payment service, rendered by the Bank to the Customer for business purposes.

**Service Conditions** are the general terms and conditions of the respective Service (including also the Special Prices Agreement).

**Service Language** – Lithuanian.

**Specimen Signature Card** is a card that contains the signatures of Customer's representatives, authorisation thereof to represent the Customer in Business Transactions, except the credit risk related Business Transactions, if applicable - the imprint of the Customer's seal, and other information required by the Bank included into the Specimen Signature Card. Specimen Signature Card is filled in by the Customer usually for making Business Transactions in the Bank's office and the signatory powers stated therein may defer from the signatory powers for the usage of e-services granted by the Bank to the Customer.

**SWIFT** (Society for Worldwide Interbank Financial Telecommunication) is an international information system mediating international bank transactions.

**Terms and Conditions** are the General Terms and Conditions, the Service Conditions and the Agreement collectively.

**Third Party** is any natural or legal person who is not a Party according to the General Terms and Conditions.

**Unique Identifier** is an account number in the IBAN format or account number and SWIFT/BIC Code for the Payment Services Provider, which expressly allows identifying the Beneficiary.

### **3 ESTABLISHMENTS AND AMENDMENTS**

3.1 The Bank shall establish the General Terms and Conditions, the Service Conditions and the Price List.

3.2 The Bank shall be entitled to unilaterally amend and supplement the General Terms and Conditions, the Service Conditions and the Price List. The Bank shall notify the Customer of the amendments of the General Terms and Conditions, the Service Conditions and the Price List in the Bank's office, on the Bank's website or via mass media at least 1 (one) month in advance of the entry into force of the amendments, unless stipulated otherwise in the Agreement.

3.3 In case the Customer shall not agree with the amendments, the Customer shall have the right to terminate the respective Agreement by notifying the Bank thereof in writing within the examination period stipulated in clause 3.2 herein and upon fulfillment of all its obligations arising from the Agreement.

3.4 In justified cases, the Bank shall have the right to unilaterally amend the General Terms and Conditions, the Price List and the Service Conditions without giving any advance notice thereof. In such an event the Bank shall immediately notify the Customer of any amendments in the Bank's office, on the Bank's website, via mass media or in another manner. In case of disagreement with the amendments, the Customer shall have the right to immediately terminate the amended Agreement by notifying the Bank thereof in writing or in another agreed manner and fulfilling all its obligations arising from the Agreement beforehand.

3.5 In case the Customer shall not use its right stipulated in clauses 3.3 and 3.4 herein to terminate the Agreement, it shall be deemed that the Customer has accepted without any reservations the amendments and supplements made and therewith declared that it shall have no further claims to the Bank related to the amendments.

3.6 The defined time for notifying the Customer established in clause 3.2 herein shall not be applied if the amendment was caused by the decreasing of the price of the services, other conditions becoming more favorable for the Customer or addition of new Services in the Price List.

### **4 INTERPRETATION OF TERMS AND CONDITIONS**

4.1 If texts of the General Terms and Conditions and/or the Service Conditions and/or the 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.

4.2 In case of discrepancies or ambiguities between the numbers and the words, the latter shall prevail, taken into account relevant circumstances.

4.3 Should the context so require, words in singular in the Terms and Conditions shall mean plural and vice versa.

4.4 Unless otherwise declared in the Terms and Conditions, references in the Terms and Conditions to clauses shall mean references to the clauses of the Terms and Conditions.

4.5 The heading of chapters and clauses of Terms and Conditions shall have no effect on the interpretation of the content of the chapters or the clauses. The above-mentioned headings are drafted only to clarify the text.

4.6 Each clause of the Terms and Conditions shall be interpreted along with other clauses of the Terms and Conditions pursuant to the intent and objective of the Terms and Conditions and the general practice between the Parties.

4.7 If any provision of the General Terms and Conditions, Service Conditions, Agreement or the Price List, is or becomes invalid or unenforceable under the Lithuanian legislation, such a provision shall not affect the validity or enforceability of any other provision of the applicable conditions.

4.8 General Terms and Conditions shall be the component part of all Agreements, irrespective of whether it is indicated in a specific Agreement. The Price List and respective Service Conditions shall also form a component part of Agreements. In case the General Terms and Conditions are in conflict with the Service Conditions, the provisions of the Service Conditions shall prevail. If the General Terms and Conditions or the Service Conditions are in conflict with the Agreement, the provisions of the Agreement shall prevail. If the Special Conditions have been established by the Bank with regard to a Service, the Service Conditions and the General Terms and Conditions are applied for the provision of such Service with the specifications arising from the Special Conditions.

### **5 CONCLUSION OF AGREEMENTS**

5.1 The Bank shall have sole authority to decide with whom to conclude or not to conclude an Agreement or accept a request to conclude a Business Transaction.

5.2 Before making a decision on refusing to conclude the Agreement, the Bank shall thoroughly consider the circumstances of each case. The Bank shall take a decision on the basis of the principles of justice, reasonableness and good faith.

5.3 Each Agreement shall enter into force upon signing of the respective Agreement by the Customer and the Bank, or in case of E-Services upon signing the Agreement via electronic communication channel using Electronic means of identification and shall be concluded for indefinite period of time, unless explicitly otherwise set forth in the respective Agreement.

## **6 IDENTIFICATION OF THE CUSTOMER**

6.1 Before entering into the Agreement for the provision of Service and/or concluding Business Transaction, the Bank is obligated to identify the Customer, its representative and the Beneficial Owner in accordance with the applicable legislation and regulations established by the Bank.

6.2 Upon request of the Bank, the Customer shall submit to the Bank all the information and documents required by the Bank for identifying the Customer, its representative and the Beneficial Owner. The Bank shall have the right to take other lawful measures of identification of the Customer and/or the representative and/or the Beneficial Owner thereof.

6.3 A natural person shall be identified on the basis of personal identification documents that are in accordance with legislation and the Bank's requirements. The Bank protecting the Customer's interests shall be entitled to refuse accepting from natural persons the personal identification documents which in the opinion of the Bank can be easily forged or documents which do not contain sufficient details for identification of a person. The list of acceptable personal identification documents is available in the Bank's office and on the Bank's website.

6.4 Lithuanian legal persons and branches of foreign companies registered in Lithuania are identified on the basis of incorporation documents and/or the respective registry data and/or other documents requested by the Bank. A foreign legal person is identified on the basis of an extract of the respective foreign register or a registration certificate and/or on the basis of other documents requested by the Bank. The list of acceptable identification documents is available in the Bank's office and on the Bank's website. For avoidance of doubt, the Bank shall have the right to demand and receive additional information regarding the founders, owners, members of management and ultimate beneficiary of the legal person.

6.5 On the basis of the Agreement between the Bank and the Customer, the Customer or its representative may be identified via electronic communication channels accepted by the Bank.

6.6 Upon checking the Customer's and/or its representative's and/or the Beneficial Owner's identification documents the Bank shall have the right to receive data from the databases of the applicable state authorities that issues or authenticate the identification documents.

## **7 REPRESENTATION OF THE CUSTOMER**

7.1 The Customer shall ensure that its rights under any Agreement are exercised only by a person who has a right to represent the Customer. The Customer shall also ensure that its identification documents, Electronic means of identification shall be at the possession of the Customer (private entrepreneur) or the person who has the right to represent the Customer.

7.2 The transactions can be performed by a person whose right of representation is accepted by the Bank.

7.3 The Bank shall have right to demand that the Customer being a legal person shall have to perform the transaction through its statutory representative, acting according to Customer's incorporation documents.

7.4 The Bank shall have right to demand that the Customer being private entrepreneur shall have to perform the transaction not through the representative, but personally. Such requirement of the Bank may be given due to important reasons in order to protect lawful interests of the Customer and/or the Bank (e.g., upon issuance of Electronic means of identification).

7.5 The Bank shall not be obligated to accept a document certifying the right of representation in which the right of representation has not been expressed precisely, clearly, explicitly, unambiguously or the validity of the representation is imprecise.

7.6 The document certifying the right of representation shall be formalized pursuant to the procedure stipulated in legislation and in accordance with the requirements of the Bank. The Bank shall have no obligation to investigate any foreign law even if foreign law governs a document submitted to the Bank.

7.7 The Customer submitting to the Bank Specimen Signature Card shall concurrently confirm to the Bank that persons specified therein (acting each of them alone or jointly) have the necessary powers to express to the Bank Customer's will to enter into a Business Transaction and give Orders on behalf of the Customer, obtain information about operations carried out in the Account and perform other actions on behalf of the Customer as specified in the Specimen Signature Card. Furthermore, in such case the Customer confirming Specimen Signature Card shall also confirm sample signatures and seal (if applicable) contained in the aforementioned card by which Orders submitted to the Bank will be approved.

7.8 The Bank shall have the right to demand that the document certifying the right of representation, which has been formalized outside the Bank, be notarized or certified equivalently.

7.9 The Bank shall have the right to deem the document certifying the right of representation valid until the Bank has not received documents which confirm the revocation of the right of representation.

7.10 The Bank shall not be liable for any transactions performed by unauthorized representative and for the consequences arising from transactions performed by unauthorized representative in case the Customer shall fail to comply with the obligations intended in clauses 10.2 and 10.3 herein. The Customer shall have obligation to inform the Bank about the revocation of the right of representation even if the right to representation is filed with public records and data in regard of the right to representation has been published in the mass media, official announcements included, or adjudication regarding the representation right is available.

7.11 With a view to protecting the lawful interests of the Customer and/or the Bank, the Bank shall have the right to temporarily refrain from fulfilling the Customer representative's requests and/or Orders until the documents confirming the Customer representative's powers are verified.

## **8 FORMS REQUIRED FOR DOCUMENTS AND SIGNATURES**

8.1 The Bank shall be entitled to assume that the document submitted by the Customer is authentic, effective, valid and correct.

8.2 The Customer shall be obligated to submit the original documents or notarised copies of the documents to the Bank.

8.3 In case the document shall be in a foreign language, the Bank shall have the right to demand that the document shall be translated into Service Language. The Bank shall have right to demand that the translation shall be certified by a competent translator acceptable to the Bank and/or notarised.

8.4 The Bank shall have the right to demand that the documents issued in a foreign country be legalized or certified with an Apostille unless defined otherwise in a treaty between the Republic of Lithuania and the corresponding foreign country.

8.5 The Customer shall pay for the costs resulting from bringing the documents into compliance with the Bank's requirements. Upon discretion of the Bank, the Bank shall have the right to translate documents and claim the compensation of incurred costs from the Customer.

8.6 The Bank shall be entitled to retain the original document (except personal identification document) or notarised copies submitted by the Customer or make copies of the document at the Customer's cost.

8.7 In case the Customer has presented a document that is not in accordance with the Bank's requirements or the Bank shall have doubts about the correctness of the document, the Bank shall have the right not to carry out the Customer's Order as well as request the submission of additional data or documents.

8.8 In documents to be submitted to the Bank (*inter alia* Customer Orders), the Bank shall accept signatures given by the Customer or the Customer's representative in handwriting, unless the Bank and the Customer have agreed otherwise. The Bank is entitled to require providing the signature in the Bank or, in case it turns out impossible, notarisation of the signature's authenticity.

8.9 The Bank and the Customer agree that, as of the date notified by the Bank, the Parties may start using e-signatures to sign documents in their mutual relations. The certificate, which enables to sign by e-signature, must comply with the Bank's requirements and be issued by a certification service provider approved by the Bank.

## **9 MUTUAL COMMUNICATION. INFORMATION SENT BY BANK**

9.1 The Bank communicates information to the Customer (incl. declarations of intentions) in Bank's office, Bank's website, by e-mail or Internet Banking, mass media or in another manner agreed between the Bank and the Customer. If the Customer has notified the Bank of its contact information (e.g. postal or e-mail address, number of a means of communication), the Customer has agreed to accept reception of the information from the Bank Group companies (incl. advertisements).

9.2 If the respective information does not clearly state otherwise, the information given by the Bank to the Customer is not meant as an offer made by the Bank or as advice for entry into a transaction (incl. investment advice). For the avoidance of doubt, general information regarding the services of the companies of the Bank Group, as well as information related to the management of the Service and performance of Agreement shall not be considered a personal offer and the Customer shall not be entitled to decline such information.

9.3 Offers may be based on the decisions made by the information systems without the participation of a natural person (automatic decisions). If the Customer shall not agree with the data specified in the offer, the Customer may provide objections regarding the offer or decline it.

9.4 The Customer shall be entitled to notify the Bank of its wish decline to receive personal offers at any time.

9.5 Personal notices sent to the Customer by the Bank are considered as received by the Customer when the period usually necessary for sending a notice through the corresponding means of communication has passed as of sending the notice to the Customer or to the person entitled to receive the notice on behalf of the Customer at the contact address or number of communication known to the Bank. If the Bank sends the Customer a notice via electronic channel, the notice shall be deemed received by the Customer on the day of sending.

9.6 The Customer is obligated to immediately verify the correctness of the information included in the notice received from the Bank and lodge its objections with the Bank immediately after the receipt of the notice.

9.7 If the Customer has not received an expected notice from the Bank or the communication of which has been agreed in the Agreement, the Customer shall notify the Bank thereof immediately, but not later than within a reasonable time as of the day when the Customer could expect the notice or should have received the notice pursuant to the Agreement. It is presumed that the reasonable time for the purposes of this Article is 10 (ten) days.

9.8 The Bank shall not be obligated to communicate at any other language than in a Service Language.

## **10 MUTUAL COMMUNICATION INFORMATION SENT BY CUSTOMER**

10.1 The Customer communicates information to the Bank on paper, by e-mail, via the Internet Banking or in a manner otherwise accepted by the Bank.

10.2 The Customer is obligated to notify the Bank in writing or in another manner agreed beforehand of any and all data and circumstances which have changed compared to the data set forth in the Agreement or the document presented to the Bank (e.g. amendment of the personal or contact data or the rights of representation, etc.) and/or which have relevance in the communication between the Customer and the Bank and/or which influence or may influence the Business Transactions (e.g. reorganisation, merger or division, initiation of execution proceedings, declaration of bankruptcy, initiation of compulsory dissolution of activities or liquidation proceedings, deletion from the register, etc.). The Bank shall have the right to demand a document certifying the amendment and the Customer shall be obligated to provide it. The Customer's obligation to notify

the Bank shall also stand in case the above-mentioned information has been made public (e.g. judicial decision, notification to public register or publishing via the mass media).

10.3 In case the Customer or Beneficial Owners are not only Lithuanian tax residents, the Customer is under obligation to inform the Bank whether he/she or Beneficial Owners are liable to pay tax abroad, as well as to provide tax identification number and other information requested by the Bank in respect of the country concerned. The Customer shall inform the Bank about any changes in the aforesaid information that was provided to the Bank under this clause within 7 (seven) calendar days after such change. The information under this clause and any its changes thereof shall be provided by Customer to the Bank by filling the questionnaire specified by the Bank or in other manner specified by the Bank.

10.4 The Customer shall be obligated to immediately notify the Bank of the loss or theft of its and/or its representative's personal identification document or Electronic means of identification (e.g. the Security Keys of the E-Services) or loss of possession thereof against its or its representative's will in any other manner.

10.5 In case the Customer has not fulfilled the notification obligation, the Bank shall have the right to assume the correctness of the information known to the Bank.

10.6 In case the Customer has not immediately verified the correctness of the information communicated by the Bank and hasn't presented any objections to the Bank immediately, the Customer has waived its right to make any relevant objections later.

10.7 The Bank shall have the right not to accept information that is not in a Service Language.

## **11 CONFIDENTIALITY**

11.1 The Bank shall treat as confidential all information received from the Customer as well as other information related to the relationships between the Customer and the Bank, excluding the cases when the General Terms and Conditions, the Service Conditions and/or legal acts of the Republic of Lithuania establish otherwise.

11.2 The Customers agrees that the Bank shall have the right to disclose information received from the Customer and other sources of information and all other information related to the relationships between the Customer and the Bank (incl. Personal data) in observance of below specified requirements and to the below specified persons:

11.2.1 persons belonging to the Bank Group, including persons which will become members of the Bank Group in the future for the purpose of:

11.2.1.1 providing a service to the Customer at its request submitted to the Bank or to a person belonging to the Bank Group, which is provided by a person that belongs to the Bank Group, or submitting a proposal to the Customer for providing of such service; and/or

11.2.1.2 assessing the Customer's solvency, financial risk, and/or management of debt; and/or

11.2.1.3 preparing consolidated financial statements and creating all conditions for carrying out the joint (consolidated) supervision according to the requirements of applicable legal acts; and/or

11.2.1.4 informing the Customer about the performance of agreement concluded between the Customer and persons belonging to the Bank Group; and/or

11.2.1.5 carrying out, on behalf or at the request of the Bank, lawful actions of processing the Customer's data (including Personal data);

11.2.2 institutions carrying out supervision of the Bank and/or persons belonging to the Bank Group, including supervisory authorities of the Republic of Finland performing joint (consolidated) supervision;

11.2.3 Third Parties whose activities are related with recovery of debts or establishment, administration or use of the debtors' databases for the purpose of administration and/or recovery of debts from the Customer. Only information that is related to the financial obligations or debt of the Customer overdue for more than 30 (thirty) days shall be disclosed to such databases;

11.2.4 Third Parties directly related with the provision of services of the Bank to a particular Customer, i.e. international organisations of payment cards; correspondent banks, companies processing information about settlements with payment cards; sureties or other persons who safeguard due fulfilment of the Customer's obligations to the Bank; notaries public who certify the mortgage (pledge) agreements and/or other agreements or documents should be notarised, providers of printing and/or postal services, if provision of information to the latter is related with printing and/or sending of notifications of the Bank to the Customer, entities providing to the Bank the services of archiving and/or storage of documents, insurance companies, providers of services rendered to the Customer for the services rendered by whom the Customer gives to the Bank direct debit approvals, to auditors, etc. for the purpose of properly performing agreements concluded with the Customer, providing services and/or securing and protecting violated rights and lawful interests of the Bank and/or the Customer;

11.2.5 other Third Parties (advocates, consultants, etc.), which the Bank involves for the provision of services necessary to the Bank and/or to the Customer.

11.3 The Bank shall have the right to disclose information received from the Customer and other information sources and all other information pertaining to relationships between the Customer and the Bank to Third Parties not specified under paragraph 11.2 only having obtained an advance separate consent of the Customer.

11.4 The Bank shall not be bound by conditions provided for in paragraph 11.3 and shall be entitled to disclose information received from the Customer and other sources of information as well as all other information pertaining to relationships between the Customer and the Bank to Third Parties without a separate consent or request of the Customer, if such obligation or right of the Bank is provided for in the General Terms and Conditions, Service Conditions, Agreement and/or legal acts of the Republic of Lithuania.

## **12 PROCESSING CUSTOMER'S PERSONAL DATA**

12.1 Personal data of the Customer shall be processed by the Bank for the following purposes: fulfilment of obligations of the Bank established in applicable legal acts, conclusion of Agreements with the Customer and their implementation, proper provision of Services to the Customer, assessment of the Customer's solvency, financial risk and/or management of debt, direct marketing, including provision of information to the Customer about services offered by the Bank and persons belonging to the Bank Group, security and protection of violated rights and lawful interests of the Bank and/or of the Customer, notification of the Customer about the performance of agreements concluded with the Bank and/or persons belonging to the Bank Group, other purposes provided for in legal acts of the Republic of Lithuania and/or conforming to the requirements of legal acts of the Republic of Lithuania.

12.2 The Customer acknowledges that he knows and agrees that the Bank may transfer his Personal data to the following Third Parties: to Third Parties specified in Chapter 11 of the General Terms and Conditions, to Third parties selected by the Bank processing Personal data for the purpose of carrying out lawful actions of processing of Personal data on behalf and/or instruction of the Bank, to Third Parties, when the Customer violates conditions of agreement concluded with the Bank, -in such case data shall be submitted for the purpose of securing and protecting violated rights and lawful interests of the Bank also providing information which is directly related with violation of a particular Agreement, to other Third Parties, - if data are provided according to requirements of legal acts of the Republic of Lithuania.

12.3 The Bank shall demand that the Third Parties to whom the Personal Data of the Customers are transferred observe the rules of the Bank regarding protection of Personal Data. If the agreements are concluded with such Third Parties, their obligation to protect Personal Data shall be established therein.

12.4 The Bank shall execute international bank transactions via SWIFT and EBA service channels. The data processing centers of SWIFT are located in the EU member states as well as in the United States of America. The data of Business Transactions including the Personal data of the initiator and beneficiary of the Business Transaction, are stored both in the processing centers in EU member states as well as in the USA, while the European Commission has estimated the data protection level of the latter as inadequate. Therefore, the the Bank can not ensure that when processing the Personal Data by the institutions, located in the countries with inadequate data protection level, the data processor has the same obligations and the Customers are guaranteed the same rights as when processing the data in an EU member state or in another country with adequate level of data protection.

12.5 The Customer agrees that the Bank obtains the Customer's Personal data from state registers and other databases in which the Customer's personal data are processed, as well as from Third Parties, if such data are necessary to the Bank for taking a decision on providing credit or other Services and management of debts.

12.6. The Customer submitting a respective request in written or in any other manner agreed between the Bank and the Customer, shall have the right to get familiarised with his/her Personal data handled by the Bank and to find out for what purpose and how such Personal data are processed and to whom they are provided. Also, the Customer shall have the right to demand from the Bank to correct wrong, incomplete and inaccurate Personal data of the Customer, destroy Personal data or suspend the Personal data handling operations, excluding storage of Personal data, in those cases when the Personal data are processed disregarding provisions of laws of the Republic of Lithuania.

12.7. The Bank shall process Personal data of the Customer for the purpose of direct marketing on the following grounds:

12.7.1 when the Customer has given consent to process his/her Personal data for the purpose of direct marketing, and (or)

12.7.2 when the Bank providing the Services receives the Customer's contact details specified in legal acts such details shall be used for the purpose of direct marketing without a separate consent of the Customer for direct marketing of the Bank's services in accordance with the procedure stipulated by legal acts.

12.8 The Customer shall have the right at any time to disagree or refuse handing his/her Personal data by the Bank for the purpose of direct marketing without indicating the motives of such disapproval.

12.9 The Customer's consent with or disapproval of processing his/her Personal data for the purpose of direct marketing shall be expressed in the Customer's application for opening an Account. Moreover, the Customer may express his/her consent with or disapproval of processing of his/her Personal data for the purpose of direct marketing at any time submitting to the Bank a respective written notification or in any other manner acceptable to the Bank and enabling proper identification of the Customer by the Bank.

12.10 Personal data of the particular Customer shall be handled for the purpose of direct marketing until such Customer uses the services, excluding the cases when the Customer expresses disapproval of handling his/her Personal data for the aforementioned purpose. In the latter case the Bank shall discontinue processing of Personal data of the Customer for the direct marketing purpose from the day on which the Bank receives the Customer's disapproval.

12.11 The Bank shall take all necessary, sound and reasonable measures to ensure protection of Personal data and authorised processing thereof.

12.12. The Customer (private entrepreneur) and the representatives of the Customer (legal person or private entrepreneur) shall confirm that they have been informed about and do not object with the following actions of the Bank:

12.12.1 recording by the Bank of any telephone conversation between the Customer and the Bank and keeping the record of such telephone call for the purpose of protecting the interests of the Customer and/or the Bank and/or examining the quality of services provided by the Bank and or for the purpose of providing proof of a Business transaction or of other business communication;

12.12.2 carrying out visual observation by the Bank at the places of provision of Services and in the neighbouring territories with a view to ensuring security of the Bank and Customers, protecting life and health of Customers and their representatives and other rights of the Bank and Customers.

12.13 The Customer shall be aware and agree that Cross-border Payments shall be made via SWIFT and the data of the Customer and bank transactions become available to foreign authorities, including the authorities of the United States of America.

12.14 The Bank shall process Personal Data until it is necessary for the performance of the goals of processing of Personal data or performance of an obligation arising from legal acts.

12.15 Personal data in the Bank shall be kept for a period of 10 (ten) years after the moment of cessation of relationships between the Customer and the Bank, with the exception of cases when in observance of legislation of the Republic of Lithuania internal legal acts of the Bank establish different terms for the keeping of documents.

### 13 APPLICATION OF “KNOW YOUR CUSTOMER” PRINCIPLES

13.1 In order to establish a Business Transaction or making a decision related and performance of diligence obligation the Bank shall be entitled to process any data regarding the Customer that are in public use (e.g. data published in the database of the state or municipal authorities, Internet, public databases), as well as information obtained from Third Parties in case the transmission of information by the Third Party to the Bank is legal.

13.2 The Bank shall be entitled to exchange any data regarding the Customer with other local and foreign financial institutions and mediators of financial services (e.g. international card organisations, settlement and/or payment systems) for assessing and hedging of risks and application of the principle of responsible lending, as well as performance of obligations arising from law (e.g. prevention of money laundering and terrorist financing).

### 14 PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING. SANCTIONS

14.1 The Bank shall execute the requirements of legal acts of the Republic of Lithuania and apply domestic and international measures applicable in Lithuania for the prevention of money laundering and terrorist financing, including the **principle “Know your customer”**.

14.2 The Bank shall be entitled to demand and the Customer shall be obligated to provide the Bank with any and all information and documents concerning the origin of the funds subject to a Business Transaction and receiver of such funds as well as other information and documents needed for the Bank to comply with money laundering, terrorist financing and other similar regulations. The Bank shall have the right, *inter alia*:

14.2.1 to inspect the information constituting the basis for the identification of the Customer on the regular basis and to demand presentation of additional documents from the Customer;

14.2.2 to identify the Customer or the Customer’s representative and the Beneficial Owner at any time chosen by the Bank, *inter alia* in cases the Bank has any doubts in regard of the accuracy of information received during the initial identification;

14.2.3 to establish temporary or permanent restrictions regarding the use of Services;

14.2.4 to demand documents and information regarding the activities of the Customer, including data regarding the contractual partners, turnover, international payments, the proportion of cash transactions and non-cash transactions of the Customer, as well as data regarding the aim and essence of the transaction and the legal origin of the Customer’s assets;

14.2.5 to demand the documents constituting the basis for the transactions from the Customer (e.g. sales, lease and supply agreements, documents related to the goods, etc.), and also information or documents regarding the counterparty, the Beneficial Owner of the transaction or any other person related to the transaction.

14.3 The Bank shall have the right not to execute the Order of the Customer if the Customer has failed to comply with provisions of clause 14.2.

14.4 The Customer hereby states and warrants that on the conclusion day of any Agreement, when starting to use any Service or till any Service is in use, the Customer, any member of the group of companies the Customer belongs to, any direct or indirect shareholder of the Customer, any member of the supervisory board, the management board of directors and a managing director of any such entity and any director, officer, employee, person authorized to sign, or another representative of any such entity:

14.4.1 is not a designated target, or otherwise a subject, of Sanctions, nor acts on behalf of any person or entity subject of Sanctions;

14.4.2. complies with Sanctions applicable to them;

14.4.3. does not directly or indirectly lend, provide, contribute or otherwise make available any proceeds of the financing provided by the Bank or any assets given as a collateral for such financing to be used for the purposes of carrying out business operations that are subject to Sanctions or to any person or entity which is a designated target of Sanctions;

14.4.4 does not knowingly allow repayment of the financing provided by the Bank, in whole or in part, from funds or assets which are proceeds from any business transactions that violate the prohibitions set forth in any Sanctions or which have been received from any person or entity subject to Sanctions.

14.5 The Bank is entitled to refuse to execute or participate in execution of any payment order or operation, which is related with designated target subject to Sanctions or in any other way violates or might violate the Sanctions.

14.6 The Bank is entitled to refuse to conclude new Agreement and to terminate any concluded Agreement due to breaching of Sanctions related undertakings.

14.7 The Bank is not liable for any loss of the Customer or Third Parties, incurred due to the Bank's actions specified in clauses 14.5-14.6.



## **15 ORDERS OF THE CUSTOMER**

15.1 The Customer shall warrant to the Bank that the contemplated Business Transaction is not illegal, it complies with all legal requirements, and the performance of the Agreement or following the instructions of the Customer by the Bank shall not result in any civil, administrative or criminal liability for the Bank, the Bank's management or the Bank's employees.

15.2 The Customer shall ensure that it can be identified, its representative's authority can be verified and all necessary terms and conditions and pre-conditions for the execution of the Order are met.

15.3 The Customer shall certify its right to use the Service in a manner that is in accordance with the Bank's requirements. The Bank shall have the right to refuse from entering into a Business Transaction in case a person shall fail to identify himself/herself/itself and/or prove his/her/its authority to represent the Customer. In such a case the Bank shall not be liable for the damage or loss caused for refusing from entering into a Business Transaction.

15.4 Any Order to be submitted to the Bank by Customer shall be in writing or transmitted in other way agreed between the Bank and the Customer and in the form developed by the Bank.

15.5 The Customer ensures that its orders are in accordance with applicable legislation and the terms and conditions of the Agreement.

15.6 The Customer shall give the Bank only such Orders that are unambiguous, precise, executable and which clearly indicate the will of Customer.

15.7 The Bank shall be entitled to assume that the content of any Order or instructions of the Customer presented to the Bank corresponds to the will of Customer.

15.8 Unless otherwise provided by the imperative provisions of applicable law, the Bank is not liable for errors, inaccuracies, insufficient data, abuses and/or mistakes or transmission errors contained in the Order given by the Customer to the Bank. The same applies to accidental repetition of the orders. The Bank shall have the right to execute the Order even in case of evident error in the Order.

15.9 In case of ambiguities or unclarity the Bank shall have the right to demand the Customer of additional information and documents and to postpone the execution of the Order until the receipt thereof and until the information contained therein has been verified or to refrain from executing the Order.

## **16 EXECUTION OF THE ORDERS**

16.1 The Bank shall execute Customer's Orders in accordance with legislation and the relevant Terms and Conditions, including within the period defined by legislation and the relevant Terms and Conditions. Unless otherwise provided by the imperative provisions of applicable law, the Bank is not liable for the deadlines or rules established by the Customer or a Third Party or for damage or loss caused by the Customer or a Third Party.

16.2 The Bank shall have the right to refuse from accepting an Order for execution and from providing the Service or to suspend execution of the Order or provision of the Service if the Bank suspects that the person giving the Order and wishing to use the Service is not authorised or the Order does not comply with the terms and conditions of the Agreement. Unless otherwise provided by the imperative provisions of applicable law, the Bank shall not be liable for the damage caused by refusal to accept or execute the Order and/or to provide the Service.

16.3 The Customer shall at all times be obligated to ensure a sufficient amount of funds on the Account in the relevant currency for the execution of the Order given to the Bank. If the funds on the Account in relevant currency are not sufficient for execution of the Order, the Bank has the right not to execute the Order partially or fully, unless agreed otherwise by the Parties.

16.4 The Bank shall have the right prior to executing the Order to demand the Customer to prove with document a legal origin of the money or any other property to be used for transaction. The Bank shall be entitled to refuse to execute the Order in case the Customer shall fail to prove the legal origin of the money or any other property to be used for the transaction or the transaction has caused the Bank's suspicions in money laundering or terrorist financing for other reasons.

16.5 The Customer shall be obligated to create any and all prerequisites and conditions depending on the Customer necessary for executing its Orders. If the Customer fails to comply with aforesaid obligation the Bank shall have right not to execute the Order. Unless otherwise provided by the imperative provisions of applicable law, the Bank shall not be liable for the damage or loss caused to the Customer and/or Third Party by non-execution of the Order in such circumstances.

16.6 An Order submitted to the Bank remains in force until execution of the Order or until the Bank considers the Order cancelled. The Customer may cancel or amend the Order until the Bank has not accepted the Order for execution. The Bank shall have the right to refuse, at its own discretion, from cancellation or amendment and/or modification of the Order accepted for execution. If the Bank, on the basis of a respective request by the Customer, cancels or modifies the Order which has been accepted for execution, the Customer shall compensate the Bank for any and all costs and losses incurred and suffered in connection with assuming execution and/or cancellation and/or modification of the Order. The Bank notifies the Customer of cancellation or modification of an Order.

16.7 The Bank shall be entitled to reject the Order of the Customer except in case for the particular circumstances the Bank may assume that the Customer would approve that action.

16.8 If the Bank has doubts about the legality of the Order, it has the right to demand additional confirmation at the expense of the Customer in the form and/or the manner accepted by the Bank prior to the execution of the Order.

16.9 If an Order given by the Customer is incorrect or insufficient (incl. if not all the data necessary for and requested by the Bank for execution of the Order has been submitted to the Bank), the Bank has the right to determine the manner of performance of the Order on the basis of the principles of sound banking management and other relevant customs or not to execute the Order. Unless otherwise provided by the imperative provisions of applicable law, the Bank is not liable for the Order executed on the aforementioned grounds or for loss or damage arising from the non-execution of the Order.

16.10 The Bank shall have right to refuse to execute the Order in case that the Order is given in a language that is not the Service Language of the Bank.

16.11 The Bank shall have the right to partially or fully assign the performance of its obligation to Third Parties if it arises from the nature of the obligation or is more economical for execution of the Order, taking the Customer's interests into account.

16.12 The Bank shall have the right to refuse to execute the Order related to another country (e.g. foreign currency, foreign beneficiary, foreign beneficiary's bank) or impose restrictions on the Order if it arises from the demands of the public authorities or bank of the respective country.

16.13 The Bank shall have the right not to accept and/or execute the Customer's Order if according to the Bank's estimate the Customer or Customer's representative acts inadequately when giving the Order or there is reason to believe that the Customer or Customer's representative acts under the influence of alcoholic, psychotropic, narcotic or other substances which affect ordinary and reasonable behaviour or if the Bank has doubts about the Customer's or Customer representative's active legal capacity and capacity to exercise Customer's or Customer representative's free will when giving the Bank the Order.

16.14 Performance of the Bank's right or obligation that is conditional upon performance of an obligation by the Customer, some other event or condition precedent set forth in the Agreement without performance of such event/the condition precedent shall not be deemed a waiver of the condition precedent by the Bank. The Customer shall ensure of the performance of the condition precedent immediately.

16.5 The Bank shall inform the Customer about the fulfilment of the Customer's instructions in the statement of Account. The Customer shall have the right to receive Account statement and/or to get familiarised with the information contained in it in the Bank's office or via Internet Banking.

## **17 GENERAL TERMS AND CONDITIONS OF PAYMENT SERVICES**

### **17.1. Application of terms and conditions and features of Payment Services**

17.1.1 The General Terms and Conditions comprise the general terms and conditions of Payment services and shall apply to all relationships between the Customer and the Bank pertaining to the provision of Payment services.

17.1.2. The features of the Payment Services shall be specified in the General Terms and Conditions, Service conditions and Agreements.

### **17.2 Execution of the Payment Orders and Authorization of Payments**

17.2.1 In order to make the Payment, the Customer shall submit to the Bank the Payment Order in the form and under the procedure prescribed by the Bank, accurately and completely filling it out and providing all the information requested.

17.2.2 The Payment Orders have to be filled in Latin letters in Service language or another language acceptable to the Bank. The Bank has no obligation to translate the information specified in the Payment Order.

17.2.3 The Customer may submit the Payment Order in LTL and foreign currencies in which the Bank makes Payments. Information about the currencies in which the Bank makes Payments is available to the Customer in the Bank's office and on the Bank's website.

17.2.4 If the Customer has not specified all the required details in the Payment Order, the Bank shall be entitled, but not obliged to ask for additional information from the Customer. If the Bank fails to clarify the data of the Payment Order until the end of the following Banking Day after the acceptance of the Payment Order for execution, it shall be entitled to refuse execution of the Payment.

17.2.5 The Bank shall be entitled to refuse execution of the Payment in the event of failure to comply with the provisions stipulated by General Terms and Conditions and/or Service Conditions or if the laws or other legal acts applicable to the Bank prohibit the execution of Payment. Refusal to execute the Payment together with the reasons of such refusal shall be notified by the Bank to the Customer, by placing a notification on Internet Banking or other manner agreed by the Parties, unless prohibition of such information is prescribed in the legal acts applicable to the Bank. The Bank shall be entitled to collect the commission for the aforesaid notification. The Bank is not responsible for damages or other additional expenses incurred by the Customer as a result of refusals referred to in the present Clause.

17.2.6 The Bank shall not execute the Payment Orders for the execution of which the Payment Account balance is not sufficient. The Payment Order submitted by the Customer for execution via Internet Banking, of which the Payment Account balance is not sufficient, shall be void at the end of the day.

17.2.7 The Bank is not responsible for damages or additional expenses incurred by the Customer that may result from the failure to execute or improper execution of the Payment Order, if the Beneficiary's account number specified in the Customer's Payment Order in the IBAN or another format, acceptable to the Bank, is invalid or inaccurate, does not correspond to other Payment Transaction data being specified, as well as if the data specified in the Customer's Payment Order are inaccurate or incomplete.

17.2.8 If the Customer has specified in the Payment Order inaccurate information identifying the banks participating in the Payment, the Bank shall be entitled to define it unilaterally. In the execution of the Payment Order the Bank as an expert, shall be entitled to execute the Payment Order without a separate agreement with the Customer by selection of the most efficient ways for execution.

17.2.9 The Customer agrees that in cases of the Domestic Payments and Cross-border Payments, the Bank has fulfilled its obligations relating to the Payment Order at the moment when the Payment amount is transferred at the disposal of the Beneficiary's bank or Intermediary Bank/Correspondent Bank within the defined cut-off times, which are available on the

Bank's website. After receipt of the delivered Payment amount, the Beneficiary's bank or Intermediary Bank/Correspondent Bank is responsible for proper execution of the Payment.

17.2.10 The Bank is not responsible for non-executed or inappropriately executed Payment Order, if its proper execution is delayed by laws or other regulatory requirements applicable to the Bank. The Bank is not responsible against the Customer for non-execution or delayed execution of the Payment Order, if such a failure or delayed execution is caused by an error of the system of payments, error of data processing and data communication or any other program or system used by the Bank to execute the Payment Order.

17.2.11 The Customer agrees that the Payment is considered to be approved (authorized) by the Customer if:

- a) the Payment Order is submitted in paper form and signed in accordance with the signature and/or seal imprint samples provided to the Bank in the Specimen Signature Card;
- b) the Payment Order is submitted via Internet Banking, and authorized in accordance with the provisions of the E-Services Agreement.

The Customer agrees that the Bank may consider approval of the Transaction under the procedure specified in the sub-clauses of this Clause being the Customer's irrevocable approval/consent to the amount and other details specified in the Payment Order.

### **17.3 Commissions**

17.3.1 The Bank offers to the Customer the following types of Payment commissions:

a) "SHA" (shared) - the Beneficiary and the Payer pays for each of their own bank's commission. If the Customer in the Payment Order has specified the type of payment of the commission as "SHA", the Customer shall ensure the Payment amount in the Payment account and additionally pay to the Bank commission in accordance with the Price List. The Bank delivers the Customer's Payment Order to the Intermediary Bank/Correspondent Bank by indicating the "SHA" option in an appropriate SWIFT message field. With this it is considered that the Bank has fulfilled its obligations regarding execution of the Payment in accordance with "SHA" rules. All the banks involved in the Payment, excluding the Bank, shall be entitled to deduct commissions from the Payment amount, if required by an agreement between the Beneficiary and its serving bank.

Nevertheless, in the case of Payments in national currencies of the EEA Member States within EEA only the Beneficiary's bank shall be entitled to deduct the commission from the transferred amount of money before crediting them to the Beneficiary's account.

b) "OUR" (Payer) - the Payer shall pay all the commissions. If the Customer in the Payment Order has specified the type of commission payment "OUR", the Customer shall ensure in the Payment account the Payment amount and in addition to that shall pay to the Bank the commission in accordance with the Price List. The Bank shall hand over the Customer's Payment Order to the Intermediary Bank/Correspondent Bank indicating in the appropriate SWIFT message field "OUR" option, therewith by instructing the Intermediary Bank/Correspondent Bank to pay out to the Payment Beneficiary the full amount of the Payment. With this it is considered that the Bank has fulfilled its obligations as regards execution of the Payment in accordance with the "OUR" rules. If the banks involved in the Payment require the commissions, the Bank shall debit these commissions from the Payment Account of the Customer without its prior approval.

17.3.2 If the Customer has not specified the type of Payment of commissions in the Payment Order, the "SHA" terms for payment of commission are applied.

17.3.3 For SEPA Payments the "SHA" type of Payment commissions shall be specified. If the Customer fails to comply with the obligation referred to in the previous sentence and specifies the "OUR" type of Payment commissions, the Bank shall be entitled to change the type of Payment commissions to "SHA" or to reject the Payment.

17.3.4 For the SEPA Payments, where the Beneficiary's bank is registered in EEA Member States, as well as in foreign countries who have voluntarily adopted and implemented the SEPA payment schemes (eg. Monaco, Switzerland) the "OUR" commission is only possible if the Payment includes currency exchange or if the Payment currency is not currency of any of the countries mentioned in this Clause.

17.3.5 The Bank shall be entitled to debit the commission from the Beneficiary's account, if such is provided in the Price List regarding the incoming Payments containing an indication that the commission shall be covered by the Beneficiary ("BEN"/"SHA").

17.3.6 The Bank may lay down additional conditions for the Payment commissions listed in the Price List, as well as exceptions to this Clause 17.3.

### **17.4 Currency of the Payment and of the commission**

17.4.1 The Customer shall ensure on its Payment Account sufficient funds for the execution of Payment and payment of the Bank's commissions. The Customer shall ensure the Payment Amount in the Payment currency or else shall give to the Bank instructions to convert funds in another currency to the Payment currency (with the exception of Domestic Payment). In this case, the Bank shall apply the Reference Exchange Rate, if the Parties have not agreed on another currency exchange rate in any particular case. In the case of Domestic Payment, if the Payment Account of the Customer has insufficient balance in the Payment currency, the Customer must complete the currency exchange transaction before making the Domestic Payment, in accordance with the provisions of Chapter 21 of the General Terms and Conditions, after which it is possible to make the Domestic Payment.

If the Customer uses the Internet Banking, information about the Reference Exchange Rate is available for the Customer in the Internet Banking.

If the Customer does not use the Internet Banking, information about the Reference Exchange Rate which was applied to a specific transaction, is available for the Customer in the form of Account Statement, or, at the request of the Customer, the Bank provides it to the Customer separately.

17.4.2 If the Customer has submitted the Payment Order for making of Payment with the currency exchange and has specified the type of commission "OUR", the entire Payment amount is converted from the cover currency. In this case, the Customer's Payment Account balance in the Payment currency is not taken into consideration.

17.4.3 If the Customer has submitted the Payment Order for making of Payment with the currency exchange and has specified the type of commission "SHA", the Account balance in the Payment currency is taken into consideration and Customer shall give to the Bank instructions to convert only the missing amount to the Payment currency for making of the Payment.

17.4.4 The Customer's commissions to the Bank are calculated and paid in EUR except when an agreement concluded between the Parties or Price List specifies otherwise. Other amounts to be paid by the Customer to the Bank are paid in the currency agreed between the Parties. If the Account has insufficient balance for payment of the commission or other amount to be paid to the Bank in the specified currency, the Bank may convert the necessary currency from any currency available at the Account at discretion of the Bank, by the application of the Reference Exchange Rate.

17.4.5 If the Customer has submitted to the Bank several Payment Orders for a total amount that exceeds the Account balance, the Bank shall determine the sequence for execution of those Payment Orders at its own discretion.

17.4.6 The Customer shall be entitled to transfer to and/or to keep on the Account the funds in any currency in which the Bank normally executes Transactions. Payments in other currencies are not accepted and not processed by the Bank. A list of currencies serviced by the Bank is available in the Bank's office and on the Bank's website. If the Bank ceases to serve any currency or begins to serve a currency that has not previously been serviced, the Bank shall publish this information on Bank's website.

17.4.7 The Bank shall be entitled to set any conditions and/or restrictions on Payments in foreign currency, if such are defined in the country of origin of the appropriate currency and are affecting the Bank when making Payment in the respective currency.

17.4.8. In case at the end of the Banking Day the Account is in debt in a specific currency and the Parties have not concluded the overdraft agreement, in order to cover such debt the Bank is entitled to cover the debt from any currency available in the Account by applying the Reference Exchange Rate.

### **17.5 Intermediary Bank/Correspondent Bank and correspondent accounts**

17.5.1 When executing all the Payments addressed to the Customer or made by the Customer (with the exception of the Payments between the Customer's Payment Accounts and Payments between the Customers, holding the Payment Accounts in the Bank), the Bank uses the correspondent bank accounts indicated in the list of correspondent bank accounts approved by the Bank, as well as local and cross-border payment and settlement systems. The list of the Bank's main correspondent banks is published on the Bank's website. The Bank shall be entitled to amend the list of correspondent banks unilaterally. Such amendments shall enter into force at the time of publication of the amendments on the Bank's website, unless the latest date of entry into force has been specified in the amendments.

17.5.2 Regardless whether the Customer has specified the Intermediary Bank/Correspondent Bank in the Payment Order or not, the Bank shall be entitled, without the consent of the Customer, to use another Intermediary Bank/Correspondent Bank to execute the Payment order, submitted by the Customer. If such a transfer is returned to the Bank, the Bank shall carry out repeated Payment on its own account. If the repeated Payment is returned to the Bank, the Payment amount is returned to the Customer's Payment Account, without returning the commission for the Payment.

17.5.3 The Bank shall be entitled not to credit the Customer's Payment Account with the funds, until the time when such funds are paid in the Bank's correspondent bank account.

17.5.4 The Customer shall undertake all the risks of the Customer funds, which are credited to correspondent bank accounts not included in the list of the Bank's main correspondent banks.

17.5.5 The Customer shall bear all risks arising from currency exchange restrictions, taxes, duties and other payments in force in the appropriate country, as well as from changes to the national law of the appropriate country, judgments of the courts, decisions of administrative bodies and central bank, due to which the Bank, the Customer or third parties could incur damages or additional costs, related to execution of Payments.

### **17.6 Deadlines for execution of Payments**

17.6.1 The time when the Payment Order is received is when the Bank receives the Payment Order in the form and under the procedure stipulated by the Bank and submitted within the cut-off times specified on the Bank's website.

17.6.2 Receipt of the Payment Order does not guarantee its execution. An essential prerequisite for execution of the Payment Order shall be compliance with all the requirements laid down in General Terms and Conditions, Service conditions and the Law on Payments or other legal acts governing the execution of payments.

17.6.3 Deadlines for execution of Payments made by the Customer depend on the types of Payments and the cut-off times for submission of the Payment Order specified on the Bank's website.

17.6.4 The preferable type of Payment shall be indicated by the Customer in the Payment Order. If the Customer has not indicated the preferred type of Payment, the Payment shall be executed as the standard (ordinary) Payment.

17.6.5 If the Customer's Payment Order has been received by the Bank before the cut-off time specified on the Bank's website, the Bank transfers the funds to the Correspondent Bank not later than on the value date, specified on the Bank's website. If the value date specified on the Bank's website falls on a non-banking day for the Beneficiary's bank or

Correspondent Bank, or on the date, which in the country of issuer of the Payment currency is determined as a holiday, the Bank shall transfer the funds to the Correspondent Bank with the value date of the first banking day of the Correspondent Bank. If a holiday(s) in Lithuania or country of Correspondent Bank fall(s) between the date of presenting the Payment and the value date, the funds will be transferred to the Correspondent bank with corresponding number of days.

17.6.6 The Bank cannot guarantee crediting of the Payment to the Beneficiary's account, within the value dates, specified on the Bank's website.

17.6.7 If the Payment addressed to the Customer is in one of the currencies of EEA member states and is enforceable in any of the EEA member states, the Bank shall credit the amount of such a Payment to the Customer's Payment Account not later than the Banking Day, when the Payment amount addressed to the Customer has been credited to the Bank.

17.6.8 If the Payment addressed to the Customer is in a currency other than the currency of an EEA member state, or is enforceable in another country, that is not an EEA member state, the Bank shall be entitled not to credit the Payment amount to the Customer's Payment Account until the Bank makes sure that the Payment amount is credited to the Bank's Correspondent Bank account.

17.6.9 The Bank is not responsible for the Customer's damages and other additional expenses incurred by the Customer resulting from the failure to perform or improper performance of the Payment, if such a default or improper performance has occurred due to the fault of Third parties participating in the execution of Payments.

### **17.7 Payments addressed to the Customer**

17.7.1 The Payment is considered to be executed correctly, if it is executed according to the Customer's Payment Account number in the IBAN format specified in the Payment Order.

17.7.2 The Bank shall be entitled to execute the Payment addressed to the Customer based on the Unique Identifier specified in the Payment Order. The Bank has no obligation to verify compliance of the Unique Identifier specified in the Payment Order with other information set forth in the Payment Order addressed to the Customer and received by the Bank. However, the Bank has the right, but is not obliged, in some cases, to verify compliance of the Payment Account number indicated in the Payment Order with the Customer's name, and in the case of any discrepancies to refuse execution of the Payment or to request clarification of the data.

17.7.3 If the funds have been credited to the Customer's Payment Account incorrectly due to an error of the Bank, the Bank shall be entitled to debit such funds from the Customer's Payment Account without Customer's consent, notifying the Customer thereof in the Account Statement.

17.7.4 If the funds have been credited to the Customer's Payment Account incorrectly due to an error and the Bank has received the request from the Payer's bank to return the funds, such incorrectly credited funds can be returned to the Payer's bank only after having received written consent of the Customer.

17.7.5 The Bank shall be entitled not to credit the Payment addressed to the Customer or to return the Payment to the Payer's bank, if:

- a) Payment has been received from a country which is included in lists of the countries that are suspected of support to Money Laundering or Terrorism Financing, or in respect of which international sanctions have been applied, or intermediaries situated outside these countries, but whose parent companies are registered in countries which are included into the lists of such countries; as well as from the Payers included in the lists of subjects that are suspected of support to Money Laundering or Terrorism Financing, or those which are indicated in the Sanctions lists;
- b) The Payer has not been properly identified, or
- c) in other cases, with a view to protecting the lawful interests of the Customer and/or the Bank and if it is not specifically prohibited by the laws of the Republic of Lithuania.

In these cases, the Bank is not responsible for damages or additional costs that may be directly or indirectly incurred by the Customer due to failure to execute the Payment. In the cases provided for in laws of the Republic of Lithuania or other legal acts, the Bank shall be entitled not to explain the reasons for non-crediting the Payment funds addressed to the Customer.

### **17.8 Correction, cancellation, investigation and refunding of the Payment Order**

17.8.1 By submission of an application to the Bank in the form and under the procedure prescribed by it, the Customer shall be entitled to notify to the Bank amendments in the submitted Payment Order as follows:

- a) the Beneficiary;
- b) Beneficiary's account number;
- c) purpose of the Payment.

However, the Bank does not guarantee that the Payment Order will be corrected. If the Payment Order has not yet been executed, the Bank tries to correct the Payment Order according to corrections notified by the Customer. If the Customer has notified on correction of an already executed Payment Order, the Bank within the limits of its possibilities communicates with the Beneficiary's bank or Intermediary Banks/Correspondent Banks in order to notify of the corrections in the executed Payment Order according to the Customer's instructions.

17.8.2 The Customer shall be entitled to notify the Bank of cancellation of the Payment Order submitted to the Bank, by submitting an application to the Bank in the form and under the procedure prescribed by the latter. However, the Bank does not guarantee that the Payment Order will be returned. If the Payment Order has not yet been executed, the Bank shall take all the necessary measures to prevent the execution of such a Payment Order. In the case of return of the Payment Order the commission collected for such a Payment Order shall not be returned. If, when submitting the Payment Order to the Bank, at

the same time currency exchange has been notified in order to ensure funds in the Payment currency, in the case of return of the Payment Order, the currency exchange transaction shall not be cancelled.

17.8.3 If the Customer has notified on cancellation of the Payment Order having been already executed:

- a) in the event of Cross-border Payment - the Bank, within the limits of its possibilities, communicates with the Beneficiary's bank or Correspondent Bank in order to recover the money transferred. The Bank returns the money to the Customer's Payment Account only after the money has been returned to the Bank.;
- b) In the event of Domestic Payment - the Bank, within the limits of its possibilities, tries to contact the Beneficiary's bank to return the Payment amount. The Payment amount shall be returned to the Payer only after the funds have been returned to the Bank by the Beneficiary's bank.
- c) In the event of Domestic Payment when both the Payer and the Beneficiary hold the Payment account in the Bank, the Bank shall try to contact the Beneficiary directly. The Payment amount shall be returned to the Payer only after the funds have been returned by the Beneficiary.

17.8.4 The Bank shall carry out an investigation of the funds transferred by the Customer, but not received by the Beneficiary or addressed to the Customer and not received in the Bank, on the basis of an application submitted by the Customer, which should comply with the requirements specified by the Bank.

17.8.5 The Bank shall be entitled to collect from the Customer the commission for correction, cancellation, investigation and refunding of the Payment Order in accordance with the Price List, as well as other commissions charged by the banks involved in the execution of Payment.

### **17.9 Terms and conditions of Domestic payments**

17.9.1 When submitting the Payment Order to the Bank to make SEPA Payment, the Customer shall indicate:

- a) the date when the Payment Order is issued;
- b) Payer's name, or if the Payer is a natural person (private entrepreneur), the Payer's given name and
- c) Payer's Payment Account number in IBAN format from which the amount of the Payment will be debited;
- d) currency code of the Payment (EUR);
- e) the Payment amount in figures and, where requested in the Payment Order form, also in words;
- f) the name (if the Beneficiary is a legal person), or if the Beneficiary is a natural person, the Beneficiary's given name and surname.
- g) the Beneficiary's account number in IBAN format with the Beneficiary's bank;
- i) reference number, that allows to define the purpose of the Payment in accordance with the List of Reference Numbers, established by the Beneficiary and/or Beneficiary's bank;
- j) the details of the Payment or reference to the Beneficiary (reference number).
- k) type of Payment, depending on its priority (standard or urgent), identifying the execution date of the Payment. If the Payment Order specifies no priority the Bank treats it with standard priority.
- m) additional information about the Payment as agreed by the parties, which is recognised by SEPA payment system.

17.9.2 The Bank shall have the right to establish Domestic Payment Order forms, as well as the additional requisites to the Domestic Payment order. However, the Bank shall inform the Customer about the new Domestic Payment Order forms, as well as the additional requisites to the Domestic Payment order in the Bank's office or via Internet Banking in advance, before the Customer submits the respective Payment Order.

### **17.10 Terms and conditions of Cross-border payments**

17.10.1 When submitting to the Bank a Payment Order to make a Cross-border Payment, the Customer shall indicate:

- a) the date when the Payment Order is issued;
- b) Payer's name and registration number (if the Payer is a legal person), or if the Payer is a natural person (private entrepreneur), the Payer's given name and surname, personal identity number (if the personal identity number has been assigned to the Payer in Lithuania), or the date of birth (where the personal identity number has not been assigned to the Payer in Lithuania);
- c) Payer's address (for Payment Orders submitted in paper form);
- d) Payer's Payment Account number in IBAN format from which the amount of the Payment will be debited;
- e) currency code of the Payment in accordance with the ISO standard;
- f) the Payment amount in figures and, where requested in the Payment Order form, also in words;
- g) the name of the Beneficiary (if the Beneficiary is a legal person), or if the Beneficiary is a natural person, the Beneficiary's given name and surname;
- h) the Beneficiary's Unique Identifier (in the EEA Member State) or account number. If the country where the Beneficiary's bank is located has introduced IBAN, the Beneficiary's Account should be specified in IBAN format;
- i) address and country of residence of the Beneficiary;
- j) accurate and full name, address of the Beneficiary's bank (at least town/city and country);
- k) details of the Payment. The Bank shall forward the text specified in the details of the Payment not exceeding 140 characters without any changes, but no part of the text after the 140th character shall be forwarded by the Bank;
- l) information about the type of payment of commissions in accordance with the Price List ("SHA" or „OUR"). If the information on the type of payment of commissions has not been specified in the Payment Order,

commissions related to the Payment are paid as shared („SHA") in accordance with the Price List depending on the Payment type;

- m) type of Payment, depending on its priority (standard (normal) or urgent or express) identifying the execution date of the Payment. If the Payment Order specifies no priority the Bank treats it with standard (normal) priority.

17.10.2 The Bank shall have the right to establish Cross-border Payment Order forms, as well as the additional requisites to the Cross-border Payment order. However, the Bank shall inform the Customer about the new Cross-border Payment Order forms, as well as the additional requisites to the Cross-border Payment order in the Bank's office or via Internet Banking in advance, before the Customer submits the respective Payment Order.

### **17.11 Terms and Conditions of Standing Orders**

17.11.1 Standing order is an Agreement to execute the Payment of fixed amount - regular Payment from the Customer's Payment Account to other Customer's Account or to Beneficiary's account opened in the Bank or other Payment Service Provider. Clauses 7.1-7.10 apply to the extent if they do not contradict to the conditions of clause 7.11.

17.11.2 Standing order is concluded when relevant application in the form prescribed by the Bank is submitted by the Customer and accepted by the Bank in Bank premises or via the Internet Banking.

17.11.3 The Bank checks whether there is sufficient balance in the currency of payment in the Payment Account on the standing order's execution day. If on the standing order's execution day the Payment Account specified in the Standing order agreement has insufficient balance in the payment currency and to the extent required for execution of the standing order and related commissions, specified in the Price list, standing order shall not be executed.

17.11.4 Start and end dates of standing orders are specified filling the form of standing order. In case it is intended to conclude termless standing orders, the end date of standing orders is left blank when filling the form of standing order. If standing order execution date happens to be not a Banking Day, the standing order shall be executed on the following Banking Day.

17.11.5 Standing order agreement shall be terminated in the cases referred to in General Terms and Conditions as well as in the cases:

- a) by the Customer - when the Bank receives, but not later than 3 (three) Banking days, the Customer's notification on termination of Standing order agreement;
- b) by the Bank – when the Bank's notification on termination of Standing order agreement is provided to the Customer, however 30 (thirty) days in advance;
- c) upon expiration of end date specified in Standing order agreement;
- d) upon closure of the Payment Account, from which the Standing orders should be made, and/or if the Account to which the Standing order should be made is closed.

17.11.6 The Bank shall have the right to establish standing order forms, as well as the additional requisites to the standing order. However, the Bank shall inform the Customer about the new standing order forms, as well as the additional requisites to the standing order in the Bank's office or via Internet Banking in advance, before the Customer concludes the respective standing order.

17.11.7 The Customer shall pay to the Bank commissions for standing orders in accordance with the Price List.

### **17.12 Terms and Conditions of Sweeping orders**

17.12.1 Sweeping order is an Agreement to execute the Payment from the Customer's Payment Account to other Customer's Account or to Beneficiary's account opened in the Bank or other Payment Service Provider with a certain regularity specified in the sweeping order agreement (daily, weekly, monthly, quarterly or with other intervals defined by the Price List). Clauses 7.1-7.10 apply to the extent if they do not contradict to the conditions of clause 7.12.

17.12.2 Sweeping order is concluded when relevant application in the form prescribed by the Bank is submitted by the Customer and accepted by the Bank in Bank premises or via the Internet Banking (if possible). More than one sweeping order might be concluded. The terms and conditions of specific sweeping order agreement shall be amended by concluding new sweeping order with new date. In such case, the latest specific sweeping order agreement, shall regulate the Parties relations when using sweeping orders and cancel the previous specific sweeping order agreement.

17.12.3 Types of the sweeping orders are as follows:

- a) zero balancing. Available Payment Account balance is transferred to other Customer's Account or to Beneficiary's account opened in the Bank or other Payment Service Provider; and
- b) Target balancing. The Payment Account minimum balance amount referred to in the sweeping order agreement shall be left in the Payment Account, while the amount exceeding the minimum balance is transferred to other Customer's Account or to Beneficiary's account opened in the Bank or other Payment Service Provider.

17.12.4 For each type of sweeping indicated in clause 17.2.3. the Customer can define the minimum payment amount. If the Payment Account balance is less than the minimum payment amount specified by the Customer, the Payment Account balance sweeping shall not be carried out.

17.12.5 Start and end dates of sweeping orders, as well as execution time (hour, minutes) of each sweeping order are specified filling the form of sweeping order. In case it is intended to conclude termless sweeping order, the end date of sweeping order is left blank when filling the form of sweeping order. If sweeping order execution date happens to be not a Banking Day, the sweeping order shall be executed on the following Banking Day.

For the avoidance of doubt, considering the balance of Payment Account, the funds, credited to Payment Account later than the execution time specified in sweeping order, shall not be calculated, as well as the Bank shall not reserve any funds,

necessary for the fulfilment of Customer's monetary obligations (if any), which due time is subsequent to the execution time specified in sweeping order.

17.12.6 If an overdraft is made available to the Payment Account, the sweeping may not be made from the overdraft resources. When determining the available Payment Account balance for the execution of the sweeping, the overdraft limit shall not be taken into account.

17.12.7 The Customer shall be entitled to apply for several sweepings at the same time (hour, minutes). In this case, the Bank shall execute the sweepings according to the sequence specified by the Customer.

17.12.8 Sweeping order agreement shall be terminated in the cases referred to in General Terms and Conditions as well as in the cases:

- c) by the Customer - when the Bank receives, but not later than 3 (three) Banking days, the Customer's notification on termination of sweeping order agreement;
- d) by the Bank – when the Bank's notification on termination of sweeping order agreement is provided to the Customer, however 30 (thirty) days in advance;
- c) upon expiration of end date specified in sweeping order agreement;
- d) upon closure of the Payment Account, from which the sweeping orders should be made, and/or if the Account to which the sweeping orders should be made is closed.

17.12.9 The Bank shall have the right to establish sweeping order forms, as well as the additional requisites to the sweeping order. However, the Bank shall inform the Customer about the new sweeping order forms, as well as the additional requisites to the sweeping order in the Bank's office or via Internet Banking in advance, before the Customer concludes the respective sweeping order.

17.12.10 The Customer shall pay to the Bank commissions for sweeping orders in accordance with the Price List.

## **18 MAINTENANCE AND DEVELOPMENT**

18.1 The Bank shall be entitled to stop the Service performance and carry out planned maintenance and development work and upon eliminating the failures of the information system. The Bank shall try to carry out the planned maintenance and development work during nighttime.

18.2 Upon occurrence of extraordinary circumstances, the Bank shall have the right, with a view to avoiding its own or Customer's potential losses, to perform extraordinary maintenance or development work at any time chosen by the Bank in order to prevent greater damage.

18.3 The Bank's contractual obligations deriving from the Agreement or Business Transactions shall be suspended during the maintenance or development work and the Bank shall not be obligated to compensate the Customer for the potential damage or loss resulting from the failure to perform the obligations under the Agreement due to the above-mentioned grounds.

## **19 INTEREST RATES**

19.1 The Bank shall calculate the interest paid by the Customer to the Bank on the basis of a rate it has established for the relevant Service in the Price List and/or the Agreement.

19.2 The interest shall be calculated and paid or debited as set forth in the Price List, relevant Service Conditions and/or Agreement. If income tax has to be paid on interest pursuant to law, the Bank withholds income tax on the interest paid on the bases and pursuant to the procedure provided by law.

19.3 Unless otherwise provided in the imperative provisions of applicable law, the Bank shall be entitled to alter the interest rate and the procedure for calculation of the interests unilaterally. In case the interest rate and the procedure for calculation of interest have been established in the Agreement, it shall be altered by agreement of the Parties unless otherwise set forth in the Agreement.

19.4 If quotation of the reference interest rate shall cease or be suspended or the calculation of the reference interest rate shall be changed, the applicable reference interest rate shall be determined in accordance with a statute which is issued on the new reference interest rate or with a decision or instructions issued by the respective authorities, responsible for establishment of the new reference interest rate.

19.5 If no statute on a new reference interest rate is enacted or no decision or instructions on the reference interest are issued by the respective authorities, or if on the money/capital/currency markets shall take place other change that restricts or disturbs the refinancing and that shall prevent or complicate the Bank's refinancing, the Bank shall, after first negotiating with the Customer, unilaterally select a new reference interest rate which most closely corresponds to the Bank's refinancing costs.

## **20 SERVICE FEES, ARREARS AND TAXES**

20.1 The Bank shall be entitled to charge and the Customer shall be obligated to pay a fee for provided Service in accordance with the Price List and/or the Agreement. The Customer shall be obligated to pay also for any related local and/or national taxes, established by the respective legal acts of the Republic of Lithuania.

20.2 The Price list shall be available to the Customer in the Bank's office and/or on the Bank's website.

20.3 In addition to the items specified in the Price List and/or the Agreement, the Customer bears the Bank's costs, which arise from the activities performed in the interest of the Customer (e.g. communication or postal costs, notary fees, etc.) and the costs related to the Business Transactions (e.g. costs of establishment, management (administration) and realisation of collateral, insurance or legal expenses, etc.).



- 20.4 The Bank and the Customer can make an additional agreement for service fees different from the Price List (Special Prices Agreement).
- 20.5 The Customer shall be obligated to keep a sufficient amount of money on its Account in order to enable the Bank to debit the Account with all service fees and other sums and arrears payable.
- 20.6 The Bank shall debit the Account specified in the Agreement with the service fees and other sums and arrears payable to the Bank.
- 20.7 The Bank shall have the right to select sequence of deducting the service fee, other sums or arrears payable to the Bank from the Account, unless otherwise agreed by the Parties or provided by the law.
- 20.8 If there are inadequate funds on the Account related to service fee, other sums or arrears payable, the Bank shall be entitled to withhold the service fees and other sums and arrears payable from any Customer's Account at the Bank's own option, including also any foreign currency deposited in the Account, and from the sums received in the Account at any time, if such withholdings do not contradict to the requirements of legal acts. The above-mentioned provisions shall apply also in case the Customer has submitted other Orders with respect to these sums, after the sums have become collectible and before their actual withholding by the Bank.
- 20.9 The Bank shall withhold the service fees and other sums payable to the Bank in EUR, in the currency of the relevant transactions, or upon the absence thereof, in another foreign currency. Service fees and other sums payable calculated in a foreign currency shall be converted into EUR on the basis of the Reference Exchange Rate.
- 20.10 The Bank shall withhold the arrears in the currency in which they arose. If there shall not be an adequate amount of currency on the Account, the Bank shall convert the necessary amount from another currency on the Account on the basis of the Reference Exchange Rate.
- 20.11 The Customer shall receive information about the deduction of the service fees and other paid amounts and arrears stipulated in the Price List or the Agreement from the Account Statement.
- 20.12 If a new currency is put into circulation instead of the former currency of the Business Transactions, the Bank shall be entitled to unilaterally change the currency of the transaction and recalculate the monetary obligations in the currency put into circulation on the basis of the official exchange rate.
- 20.13 The Customer shall pay for the Service not specified in the Price List according to the actual costs of the Bank, as determined by the Bank. In such an event, the Customer shall be entitled to request presentation of an invoice from the Bank certifying such actual costs.
- 20.14 If possible, the Bank may present the invoice for the service fees to the Customer electronically.
- 20.15 In case the Customer fails to perform its obligation before the Bank, the Customer shall pay the Bank the default interest and/or the penalty stipulated in the Price List and/or in the Agreement. The Bank shall start calculating the default interest as of the date of creation of the arrears and terminate calculation of the default interests as of the date of settlement of the arrears.

## **21 TERMS AND CONDITIONS OF CURRENCY EXCHANGE**

- 21.1 These terms and conditions of currency exchange are applied to relations between the Customer and the Bank if the Customer has applied for a currency exchange transaction at the Bank. The currency exchange order is irrevocable.
- 21.2 The Bank shall perform the currency exchange transactions in accordance with the list of currencies to be converted specified by the Bank and being accessed in the Bank's office and/or on the Bank's website and/or via Internet Banking.
- 21.3 The Bank shall be entitled to refuse execution of the currency exchange transaction. In this case, the Bank does not have to explain to the Customer reason for the refusal. The Bank shall be entitled to determine the time of Banking Day at which it is possible to make the currency exchange transactions by placing information on the Bank's website and/or Internet Banking.
- 21.4 Transaction on a special currency exchange rate is considered to be concluded when the Parties have agreed by the telephone under the E-Services Agreement on the transaction currency to be purchased and sold, the amounts and currency exchange rate.
- 21.5 A currency exchange transaction, the amount of which exceeds EUR 50,000 (fifty thousand euros) or equivalent of this amount in another currency, can be made by the Customer only by the telephone under the E-Services Agreement or in person at the Bank's office. The Bank shall have the right to unilaterally amend the aforesaid limit. In such case, the Bank shall notify the Customers about the amendment on the Bank's website and/or Internet Banking after such amendment was exercised.
- 21.6 If the Parties have entered into the currency exchange transaction over the telephone under the E-Services Agreement, the Bank shall be entitled to require that the Customer confirms the executed currency exchange Transaction in the Internet Banking on the same Banking Day or submits the relevant currency exchange order in paper form. If the Parties have entered into a currency exchange transaction over the telephone under the E-Services Agreement, the Customer shall check the compliance of the transaction recorded in the Account with the currency exchange transaction made by the telephone, on the same Banking Day. If the Customer fails to provide its claims to the Bank thereof until the end of the Banking Day, it is considered that the transaction recorded in the Account complies with the currency exchange transaction made by the telephone under the E-Services Agreement.

## **22 SERVICES OF BANK HQ**

- 22.1 Some of the Bank's Services for Customers may be provided directly from the Bank's HQ. Concluding Service Agreements for such Services, Party to the Agreement is Bank HQ.

22.2 Law of the Republic of Finland might be applicable to Service agreements, specified in Clause 22.1. Providing of such services might also be regulated by the BQ's general terms and conditions or respective Service conditions. These General Terms and Conditions when providing such Services shall be applied to such extend, which is not regulated or regulated otherwise by the BQ's general terms and conditions or respective Service conditions.

## **23 RESTRICTIONS ON DISPOSAL OF FUNDS HELD ON THE ACCOUNTS**

### **23.1 Blocking the Account and/or Service**

23.1.1 Blocking is an action as a result of which the Customer's right, on the initiative of the Bank or the Customer, to make all or some Business Transactions or other operations has been suspended.

23.1.2 The Customer shall be obligated to give the blocking instructions to the Bank in writing in the Bank's office or in another manner agreed between the Bank and the Customer only if the Bank is able to adequately identify the Customer. In order to give an oral instruction to the Bank to block the Account or the Service the Customer must call at the telephone number specified in the Agreement and/published on the Internet Banking.

23.1.3 If the instruction to block the Account or Service is submitted to the Bank orally, for the purpose of identification of the person who submits such order, the Bank shall have the right to ask such person the questions about the Customer's particulars known to the Bank. If the Bank has reasonable doubts that the instruction to block the Account or Service is submitted not by the Customer, the Bank shall have the right to refuse the blocking of the Account or Service.

23.1.4 The Bank shall be entitled to block the Account or the Service, if:

23.1.4.1 the Customer's Account contains no funds in order to perform the Customer's obligations under the Agreement or to settle the Bank's claims against the Customer;

23.1.4.2 the Account has been seized either in full or within the extent of a specific amount

23.1.4.3 the bankruptcy petition is filed against the Customer in the court and no bankruptcy administrator is yet appointed;

23.1.4.4 the Bank has reasonable suspicions that the Account and/or Service is and/or might be used for Sanctions violation purpose, money laundering and/or terrorist financing and/or other criminal activities;

23.1.4.5 the Bank has reasonable suspicions that the assets on the Customer's Account have been obtained as a result of crime or if the Bank learns of circumstances as a result of which it is necessary to identify the legal origin of the Customer's money or assets;

23.1.4.6 the Bank has been presented with contradictory information about the persons having the right to represent the Customer or documents about the authenticity of which the Bank has sufficient basis to doubt;

23.1.4.7 the Customer has not submitted the documents demanded by the Bank or correctness of submitted documents is doubtful;

23.1.4.8 the information regarding Customer's (private entrepreneur's) or Customer representative's death certified by written documents has been submitted to the Bank or if the Bank has reasonable information to believe that the Customer (private entrepreneur) or Customer's representative is dead;

23.1.4.9 the details of the communication data submitted by the Customer to the Bank (telephone numbers, e-mail addresses, postal addresses, etc.) and/or the address of the place of domicile/residence and/or other details concerning the Customer's (business) activities prove to be incorrect and the Customer cannot be contacted via any means of communication last made known to the Bank;

23.1.4.10 the Bank has reasonable suspicions that funds held on the Account might be illegally used by Third Parties;

23.1.4.11 upon the estimation of the Bank, the blocking is essential in order to prevent damage to the Bank or the Customer;

23.1.4.12 there are other grounds provided for in the laws of the Republic of Lithuanian which entitle or obligate the Bank to act in such manner;

23.1.5 The Bank shall release the Account or the Service from blocking initiated by the Bank upon liquidation of circumstances having been the basis for blocking. In the event of the Customer's death the Bank shall cancel the blocking of the Account upon submission in the established manner by the Customer's heirs the documents on inheritance of funds held in the Account.

23.1.6 The Bank shall not be liable for the damage or loss arising from blocking the Account or the Service.

### **23.2 Seizure of account**

23.2.1 The Customer's Account may be seized and its seizure may be cancelled in cases established by laws of the Republic of Lithuania.

### **23.3 Suspension of operation or transaction**

23.3.1 In implementing the requirements of legal acts on the prevention of money laundering and/or terrorist financing and/or instructions of respective competent public authorities, the Bank shall have the right to suspend a suspicious and/or unusual operation or transaction for the period fixed in legal acts. In this case the Bank and/or the Bank's employee shall not be liable to the Customer for the default on the contractual obligations and/or for any damage or losses suffered by the Customer.

## **24 IMMEDIATE TERMINATION OF THE AGREEMENT**

24.1 The Bank shall be entitled to unilaterally terminate the Agreement without applying to court, having notified the Customer at least 5 (five) calendar days in advance, if the Customer fundamentally breaches the contractual obligations. In the context of this clause the following, inter alia, shall be considered a fundamental obligations of the Customer:

24.1.1 submitting of correct, accurate, complete and truthful information to the Bank Group upon identification of the person or other due diligence requirements pursuant to law;

24.1.2 submitting of adequate information and documents to the Bank Group in order to certify the legal origin of Customer's financial resources and verifying the legality of the Customer's economic activities;

24.1.3 submitting information to the Bank Group about the Customer's economic situation and notification about the worsening of the Customer's economic situation or other circumstances that can hinder the performance of the Customer's obligations before the Bank Group in the required manner;

24.1.4 notification of the Bank Group about changes of the information set forth in the Agreements, the documents presented to the Bank or changes of any other information and documents mentioned in this clause.

24.2 The Bank shall be entitled to unilaterally terminate the Agreement without applying to court, having notified the Customer at least 5 (five) calendar days in advance, also, inter alia, if:

24.2.1 the Bank suspects the Customer of money laundering or terrorist financing or the Bank has doubts about the use of front men (men who serve as a nominal legal representatives of the Customer but who lack real authority) by the Customer in performing transactions;

24.2.2 the information or documents presented by the Customer in order to certify the legal origin of Customer's financial resources do not eliminate the Bank's suspicion of possible connections between the Customer's business activities and illegal transactions or money laundering or terrorist financing;

24.2.3 the Bank finds out on the basis of information obtained from reliable sources that the Customer is involved or has been involved with traditional sources of income of organized crime;

24.2.4 the Bank finds out on the basis of information obtained from reliable sources that the person connected to the Customer holds or has held a high official position in a country which is characterized by a high level of corruption;

24.2.5 the Bank suspects that the document presented to the Bank by the Customer bears elements of forgery;

24.2.6 the Customer has failed to perform its obligation which arises from any agreement concluded with the Bank Group and this fact constitutes a justifiable reason for the Bank to assume that the Customer will not perform its contractual obligations in the future (e.g. the Customer has the indebtedness in penalty for late payment)

24.2.7 an event which, according to the reasoned opinion of the Bank, may complicate due performance of the Customer's obligations arising from the Agreement or which has a considerable adverse effect on the Customer's business activities or the financial situation (e.g. the Customer's bankruptcy or liquidation proceedings) has occurred;

24.2.8 there arises any other situation provided by law (e.g. restricted legal capacity, contradictions in or absence of the right of representation)

24.2.9 any Lithuanian or foreign supervisory authority or any other governmental authority demands the termination of the Agreement;

24.2.10 any administrator of an international settlement system (e.g. an international card organisation), a correspondent bank of the Bank or any other bank, participating in Payments transactions of the Customer, demands the termination of the Agreement;

24.2.11 under the basis specified in clause 14.6.

24.3 The occurrence of any of the grounds for immediate termination set forth in clauses above shall be considered the breach of all Agreements by the Customer, and, thus, the Bank shall be entitled to immediately terminate (as set forth in clauses above) all the Agreements the Bank has with the Customer.

24.4 Before immediate termination of the Agreement (as set forth in clauses above), the Bank shall carefully consider all aspects of each particular case and make the decision on the basis of the principles of justice, reasonableness and good faith.

24.5 Upon termination of the Agreement on the basis of which an account is opened the balance of funds in the Customer's Account at the Customer's request shall be transferred to another account no later than within 5 (five) business days of the day when the Agreement is terminated on the initiative of the Bank and if the Customer did not give the instruction to transfer the funds to another account, the Bank shall transfer the funds to a special account opened on behalf of the Bank, from which the funds may be disbursed to the Customer in the manner specified above in this Clause.

## **25 FAULTY PERFORMED TRANSACTIONS**

25.1 In case money or other assets not belonging to the Customer has been transferred to the Customer's account in faulty manner, the Customer shall be obligated to inform the Bank immediately after having discovered the error and return money or other assets transferred in faulty manner to the Customer's account to the account designated by the Bank.

25.2 The Bank shall be entitled to debit the money or other assets transferred in faulty manner into a wrong account by correcting transfer without asking permission from the Customer or informing the Customer.

25.3 The Customer shall be deprived of the right to dispose the funds or other assets not owned by it.

25.4 If the funds or other assets held on the Customer's account are already insufficient for debiting the funds and/or other assets which have been credited by mistake, the Customer must within 3 (three) business days of the Bank's request return to the account designated by the Bank the respective amount of funds and/or other assets.

## **26 LIABILITY**

26.1 The Parties shall fulfill their obligations arising from the Business Transactions duly, reasonably, in good faith and in accordance with the requirements for carefulness and the usual banking practice.

26.2 The Customer shall be liable for non-performance or improper performance of its obligations. The Bank shall be liable only for an intentional breach of its obligation or for a breach of its obligations caused by gross negligence, unless provided otherwise by the imperative provisions of applicable law.

26.3 The Parties shall not be liable for non-performance of the obligation beyond the control of the obliged Party if it has been caused by *force majeure* (e.g. war, the threat of war, riot, forces of nature), the activities of public authorities (e.g. the state, EU, local government, the Bank of Lithuania), illegal obstructions of the Banks operation by any Third Party (e.g. bomb threats, bank robberies) or another events and circumstances independent of the Party (e.g. internal or external strike, general failure of the computer system, blackout, failure of communications lines or power failure, denial-of-service attack) which the Party having violated the obligation was unable to control and the prevention of which by the same could not be expected proceeding from the principle of reasonableness.

26.4 The Bank shall not be liable for any damage or loss resulting from other abnormal disturbance in the Bank operations over which the Bank has no control, including but not limited to postal service, data communications etc.

26.5 the Bank shall not be liable for the Services provided or information communicated by Third Parties via the Bank or for any other acts or omissions of Third Parties, incl. for performance of any duties by Third Parties or damage and losses arising from bankruptcy or insolvency.

26.6 The Bank shall not be liable for indirect damages or loss caused to the Customer (e.g. loss of profit).

26.7 The Bank shall not be liable for the damage or loss caused to the Customer or the Third Person by the Customer failing to perform the notification obligation stipulated in clauses 10.2 and 10.3 herein.

26.8 The Bank shall not be liable for any damage or loss caused by the change of currency or security rates or any other investment risks.

26.9 The Bank shall not be liable for the damage or loss arising from the Bank's unawareness of the absence of the passive or active legal capacity of the legal person or the absence of the passive or active legal capacity or capacity to exercise will of the natural person.

26.10 The Customer shall be obligated to compensate to the Bank any and all damages, losses (including, but not limited to, lost interest income), fees, contractual penalties and any other costs arising out of and/or related to immediate termination as set forth in Clause 24 herein.

## **27 COLLATERAL**

27.1 The Bank shall be entitled to request the Customer to provide collateral in order to safeguard the proper performance of all the contractual obligations of the Customer.

27.2 The Bank shall be entitled to determine the requirements of collateral for the Business Transactions.

27.3 The Bank shall be entitled to request the Customer to provide collateral or additional collateral to the existing one(s) in case conditions being the basis for the Business Transactions have changed and such change has affected or may affect the proper performance of the Customer's obligations.

27.4 The Bank shall be entitled to determine the deadline during which the collateral or additional collateral is to be provided to the Bank by the Customer. In case the Customer fails to provide the Bank with collateral or additional collateral as mentioned above or provides inadequate collateral, the Bank shall be entitled to deem all or some of the Customer's Orders null and void.

27.5 In case the Customer is a private entrepreneur, the Customer and the Bank agree that by these General Terms and Conditions without concluding any additional agreement existing and future funds held in all Customer's accounts (incl. term deposit accounts) which are or will be opened in future with the Bank are considered to be pledged in favour of the Bank, securing proper fulfilment of the Customer's monetary obligations to the Bank, arising from the present and future Agreements and other Business Transactions of the Bank and the Customer. The amount of pledged funds mentioned in this clause provided for in favour of the Bank shall be equal to the total amount of all monetary obligations of the Customer under all the Agreements and/or Business Transactions, concluded between the Parties. The Bank's right towards such pledge shall start from the moment of the Customer's account opening, and towards the funds held in such accounts on any Agreement signing day – from the moment the Agreement comes into force (provided that if at any mentioned moment the restrictions are established for the pledge of funds, the Bank's right towards such pledge shall come into effect from the moment of cancelling of such restrictions). The Customer undertakes to protect the funds held in the mentioned account from transfer or pledge to third persons, seizure, disputes concerning them in court and/or arbitration, any rights of third persons to such funds and from other restrictions of their disposal on the moment the Bank's right towards pledge starts. In case the Customer defaults on the terms of payments established in the Agreement and/or in case the grounds for terminating the Agreement pursuant to clause 24 herein occurs, the Bank shall be entitled to satisfy its requirement from the pledged funds prematurely. The Bank is entitled to inform Third parties of the pledge of funds provided by the Customer to the Bank hereunder.

27.6 In case the Customer is a legal person, on the basis of the Law of the Republic of Lithuania on the Financial Collateral Arrangements the Customer (legal person) and the Bank agree that the Bank by these General Terms and Conditions without need for any additional agreement is provided with the security financial collateral in the form of all Customer's present and future funds credited into all Customer's accounts (incl. term deposit accounts), which are or in the future will be opened with the Bank. The Bank is provided with the security financial collateral in order to secure the proper fulfilment of all the Customer's monetary obligations to the Bank, arising from the present and future Agreements and other Business Transactions of the Bank and the Customer. The amount of security financial collateral mentioned in this Clause provided for in favour of the Bank shall be equal to the total amount of all monetary obligations of the Customer under all the

Agreements and/or Business Transactions, concluded between the Parties. All other terms and conditions stated in clause 27.5 herein shall also be applied in respect of the Customer (legal person).

## **28 RECORDING**

28.1 The Bank shall have right to record any and all Orders and other instructions given, and other communication taking place through e-communication channels and other communication (*inter alia* telephone conversations) and, if necessary, use the recordings as evidence of the Orders or instructions or other acts of the Customer *inter alia* in legal proceedings.

## **29 RESOLUTION OF DISPUTES AND JURISDICTION**

29.1 Disputes between the Bank and the Customer shall be tried to solve immediately upon their arising.

29.2 Negotiations shall be the primary resolution to any disputes between the Bank and the Customer.

29.3 In the event of the failure to settle a dispute by way of negotiations, the Party which is not satisfied shall have the right to lodge claims to the other Party in written or any other manner provided for in the Agreement.

29.4 The claim shall indicate the circumstances and documents on the basis of which the claim is filed. If one Party submitting the claim relies upon documents that are not available to the other Party, it shall also be necessary to furnish such documents or copies thereof alongside the claim.

29.5 The Bank shall examine the claim (request) lodged by the Customer and shall notify the latter about the decision made within the time limit which may not be longer than 30 (thirty) calendar days of the day on which the claim is received in the Bank, excluding the cases when legal acts of the Republic of Lithuania establish a different term.

29.6 In case no agreement shall be reached during the negotiations, any disputes and claims between the Parties arising from the Business Transactions shall be settled in the competent court of the location of the Bank's domicile, unless otherwise stipulated by law or unless otherwise agreed to between the Parties.

## **30 APPLICABLE LEGISLATION**

30.1 The Business Transactions between the Parties and the Terms and Conditions shall be governed by the law of the Republic of Lithuania. However other Services, provided from the Banks' HQ, may be governed by the law of the Republic of Finland.

30.2 Laws of foreign countries shall govern the Business Transactions and the Terms and Conditions between the Parties only if so prescribed by the Agreement or law.