# TERMS AND CONDITIONS OF INTERNET AND TELEPHONE BANKING SERVICES FOR CORPORATE CUSTOMERS

#### Effective as of 2017-10-01

#### **1. DEFINITIONS**

- 1.1. **Terms and Conditions** these Terms and Conditions of Internet and Telephone Banking Services for Corporate Customers forming an integral part of the Agreement.
- 1.2. **Rights of the Administrator** the rights granted to the User to set, amend or revoke the Users' rights in compliance with the procedure established in the Terms and Conditions.
- 1.3. Bank Luminor Bank AB.
- 1.4. General Rules Luminor Bank AB General Service Rules.
- 1.5. E. identification Customer identification in third party internet systems using Identification Data.
- 1.6. **E. payments** payments for goods and services on third party websites, when the Customer is directed to Nordea Netbank for the purpose of confirmation of the payment Instruction.
- 1.7. **Identification Data** User ID and confirmation codes (code card) and/or other User authentication measures provided to the User by the Bank which are intended for authorisation of the User's identity and/or orders and notices given and other actions performed by the User when using Internet and Telephone Banking services.
- 1.8. **Internet Banking Services** services rendered using Nordea Netbank and Nordea Mobile Banking Systems, Eidentification and E-payment and other services available to Customers via internet, mobile telephone and/or other electronic channels, when Identification Data provided to the User by the Bank are used for the purposes of identification of the Customer's/User's identity and/or authorisation of orders from the Customer/User regarding disposal of funds, other orders and notices given to the Bank and for the Authorisation of other actions performed by the Customer/User. Internet Banking Services include services rendered by the Bank, other Group companies, as well as services rendered by third parties.
- 1.9. **Customer** legal person or a natural person acting under the Agreement for the benefit of his/her business or professional activities, who has concluded an Agreement with the Bank.
- 1.10. Authenticating with Customers password authenticating himself towards Internet or Mobile banking service with limited access to services.
- 1.11. User Customer's representative indicated in the Application-agreement, i.e. a natural person authorised by the Customer to use Internet and Telephone Banking Services on behalf of the Customer.
- 1.12. Nordea Netbank the system of rendering the services of the Bank via the Internet.
- 1.13. Nordea Mobile Banking the system of rendering the services of the Bank via mobile Internet.
- 1.14. Luminor Telephone Banking provision of Banking services via telephone.
- 1.15. **Order** an order given to the Bank electronically using Internet Banking systems or an oral order given by using the Telephone Banking services regarding disposal of funds or an order relating to other Account management actions or services rendered by the Bank including but not limited to ordering new services and related to this concluding, amending or terminating agreements, the amendments of the valid agreements (including clauses which may be amended only by the written agreement of the Bank and the Customer) if the Bank and the Customer agree that the amendments could be made by Telephone Banking Services.
- 1.16. **Confirmation right** the scope of rights specified in the Application-agreement for a specific User for confirmation of Orders.
- 1.17. Application-agreement the Customer's application in the form established by the Bank for:
  - Agreement for Bank services accessible with Nordea Netbank identification codes or
  - Agreement for Bank services with identification codes, or
  - -Internet and Telephone Banking Services Agreement
- 1.18. Account the Customer's account(s) with the Bank designated or defined in the Application-agreement, which is/are managed using Internet and Telephone Banking Services.
- 1.19. Agreement an agreement between the Bank and the Customer regarding the conditions and procedure for providing Internet and Telephone Banking Services comprised of the following: Application-agreement, the General Rules, the Terms and Conditions, the Pricelist and other documents which are indicated in the Application-agreement as forming an integral part of the Agreement.
- 1.20. Specialist is an employee of the Bank providing Telephone Banking service to the Customer.
- 1.21. **Telephone banking services** are Luminor's Telephone Banking services provided to the Customer by the Bank's telephones +370 5 2361 361 or1554, when Identification data are used for authorising the User's identity and/or User's instructions to the Bank regarding money transactions, other instructions and messages given to the Bank and other applications of the User.

Other definitions used herein shall have the meaning assigned to them in the General Rules, unless the context of the Terms and Conditions expressly requires otherwise.

#### 2. GENERAL PROVISIONS

- 2.1. The Agreement shall govern the relations between the Bank and the Customer arising in connection with the Customer's use of Internet and Telephone Banking Services. In case of discrepancies between the General Rules and these Terms and Conditions or the Application-agreement, the provisions of the Terms and Conditions and the Application-agreement shall apply.
- 2.2. A Customer wishing to use Internet and Telephone Banking Services is required to have an account with the Bank and to submit a filled Application-agreement to the Bank.
- 2.3 Upon submission by the Customer to the Bank of an Application-agreement on Bank Nordea's Internet banking with identification codes, or of an Application-agreement on Internet banking services, or of an Application-agreement on services provided with SOLO identification codes, the Customer shall be provided with access to the Telephone Banking services for the validity term of the Agreement. The Customer has the right to waive the Telephone Banking services at any time during the validity term of the Agreement upon a written request submitted to the Bank in any Bank's Customer Service Branch.
- 2.4. Before signing the Application-agreement, the Customer/User is required to read the General Rules, these Terms and Conditions, the Application-agreement, the Pricelist and other documents comprising the Agreement. By signing the Application-agreement, the Customer/User confirms that he/ she has read and undertakes to obey all the terms and conditions provided in the Agreement. The Bank undertakes to provide all necessary conditions for access to the General Rules, these Terms and Conditions, the Application-agreement, the Pricelist and other documents comprising the Agreement by making them available at all customer service units of the Bank and/or posting them on the website of the Bank prior to signing the Application-agreement.
- 2.5. The Agreement shall be deemed to be concluded after the Bank has approved in writing the Application-agreement signed by the Customer and the User.
- 2.6. The Customer shall gain and fulfil rights and obligations specified in the Agreement through the User unless (i) the Agreement entitles the Customer to perform specific actions by itself or through a person entitled by a separate Customer's authorisation, and (ii) transactions which only entitled Customer representative (s), who is (are) acting on behalf of customer on the basis of the Customer's incorporation documents, has the right to conclude, when the user is not a customer representative, who is acting on behalf of customer on the basis of the Application-agreement, the Customer appoints one or several Users. The User shall create, amend and/or revoke the rights and obligations of the Customer by performing actions through Internet and Telephone Banking Services. The User shall be entitled and authorised by the Customer in the Application-agreement specifies restrictions of the User's authorisation. The rights and authorisations of the User while using Internet and Telephone Banking Services do not depend on other rights and authorisations (authorisation, procuration, etc.) granted to the User on other grounds or the absence thereof.
- 2.7. The Customer shall have the right to grant the Rights of Administrator to the User. The Rights of Administrator can be granted only to one User. Apart from the User's rights and obligations, the User with the Rights of Administrator is authorised by the Customer and shall have other rights and obligations specified in the Terms and Conditions.
- 2.8. The User rights and/or Rights of Administrator shall be exercised until the Customer notifies the Bank in writing about the revocation of these rights. The appointment of an additional User shall not revoke and amend the rights of the previously appointed Users. The Customer having notified the Bank in writing about the revocation or amendment of the User's rights or Rights of Administrator, this revocation or amendment shall come into force after it is registered with the Bank system, but not later than 3 (three) Banking days after the receipt of the Customer's notification by the Bank.
- 2.9. The Customer and the User shall have the right to use Internet and Telephone Banking Services under the Terms and Conditions provided in the Agreement. The Customer shall undertake to assure that the User complies with the conditions of the Agreement.
- 2.10. When using the Telephone Banking services, for the purposes of the Agreement fulfilment and in order to determine the real will of the User, the Bank shall record the User's conversation with the Specialist. Call records shall be stored for the time determined by the Bank but in no event longer than determined by the legislation of the Republic of Lithuania, and upon expiry of such storage term, the records shall be destroyed.
- 2.11. Orders, requests submitted or given to the Bank and agreements concluded using Internet and Telephone Banking Services shall be as equally binding as if they had a written signature. The transaction concluded by Telephone Banking services shall come into force from the moment the User and the Specialist have agreed over the phone on the main conditions of the transaction. The content of the main conditions depends on the Customer's ordered Telephone banking services extent, the parties also have the right to agree on other additional conditions of the transaction. Primary evidence of the transaction is the record of the telephone conversation done by the Bank. The parties hereto confirm that they accept the recording of oral conversations regarding the transaction and the usage of these recordings as a proof of the transaction.

#### 3. CONTENT OF INTERNET AND TELEPHONE BANKING SERVICES AND RIGHTS OF USE

- 3.1. At the time of concluding the Agreement, the Customer and the Bank agree on the Customer's Accounts to be managed when using Internet and Telephone Banking Services if the relevant Internet Banking and/ or Telephone Banking Service includes the possibility of account management, as well as on the scope of the Internet and Telephone Banking Services.
- 3.2. When using Internet Banking Services, the Customer may give Orders electronically and by using Telephone Banking services orally to the Bank relating to the management of the Accounts, including opening the new Accounts and closing the existing, also give Orders, requests, notices or express his/ her will otherwise for the Bank services, if the relevant Internet and/or Telephone Banking Service makes it possible to manage the Accounts, and/or give or submit specific Orders, requests or express the will otherwise.
- 3.3. The scope of the Telephone Banking services shall be determined according to the scope of the Internet Banking Services chosen by the Customer. The content of the Telephone Banking services established by the Bank can differ from the content of the Internet Banking Services. The list of the Telephone Banking services is published on the Bank's website <u>www.luminor.lt</u>. The Customer/User is entitled to use the Telephone Banking services to the extent not exceeding the extent of the Internet Banking Services chosen by the Customer.
- 3.4. The Bank shall have the right to change unilaterally the scope, content and ways of using Internet Banking and/ or Telephone Banking Services. The scope, content and ways of implementing different Internet Banking and/ or Telephone Banking Services may differ, depending on electronic channels through which Internet Banking Services are rendered.
- 3.5. When using Internet and Telephone Banking Services, Orders from the Customer to the Bank to carry out payment transactions shall be followed according to the procedure established in the General Rules.
- 3.6. In the Application-Agreement the Customer may indicate that a specific User has been granted the right to confirm payment orders and grant one of the following Confirmation rights for a specific Account:

3.6.1 "no confirm" means that the User does not have the right to confirm payment orders, he/she can only insert, edit or delete a payment order;

3.6.2. "alone" means that the User has the right to confirm payment orders by oneself;

3.6.3. . "two jointly" means that the User has the right to confirm payment orders together with any other User (except for Users with the Confirmation right "no confirm");

3.6.4. . "two groups jointly" means that the User has the right to confirm payment orders together with any other User of the other then the User's payment order confirmation group (except for Users with the Confirmation right "no confirm");

3.6.5. "three jointly" means that the User has the right to confirm payment orders together with any two Users (except for Users with the Confirmation right "no confirm");

3.6.6. "three groups jointly" means that the User has the right to confirm payment orders together with any two Users of the two different payment order confirmation groups, which are different then the User's payment order confirmation group (except for Users with the Confirmation right "no confirm").

In order to grant the User with the Confirmation right "two groups jointly" or "three groups jointly", the Customer shall assign the User to one of the three groups of the right to confirm payment orders and specify him/her as such in the Application-agreement.

The Bank shall not verify how the Customer or the User with the Rights of the Administrator grants, amends or revokes the Confirmation rights. The Customer shall be liable for the proper granting, amendment and revocation of the Confirmation rights and for all losses and other negative consequences which may arise from improper granting, amendment or revocation of the Confirmation rights.

- 3.7. If the Application-agreement for a specific User does not specify the Confirmation rights of this User, this User shall have the right to confirm payment orders by oneself. The same Confirmation rights shall apply for newly opened Customer's Accounts.
- 3.8. All Users, including the Users with the Confirmation right "no confirm" shall have the rights, which are not related to the submission of Payment Orders to the Bank and any other disposition of the funds with the Accounts, unless the Application-agreement specifies otherwise. The User's rights related to the submission of Payment Orders or any other disposition of the funds with the Accounts shall be granted only in the case and the scope specified by the Customer in the Application-agreement or by the User with the Rights of the Administrator within the rights granted to him/her
- 3.9. Payment transactions carried out using Internet Banking Services shall be subject to limits established by the Bank (standard) or limits agreed between the Customer and the Bank. The Customer/the User may carry out payment transactions within the defined limits.

In the Application-agreement the Customer may specify the daily limit for the User, i.e. the maximum amount within the limits of which the User shall have the right to confirm payment orders executed with each Account within one

day. The calculation of the User's daily limit shall include the amount only for those payment orders, which after being confirmed by the User have been submitted for the execution to the Bank (i.e. when the User has the right to confirm the payment orders by oneself or has the Confirmation right "alone", or the User confirms the payment order the latter, if the payment order is to be confirmed with several signatures).

- 3.10. If the User has been granted with the Confirmation rights, the Customer may specify the limit of the payment amount for the User in the Application-agreement, i.e. the maximum amount which the User has the right to confirm for a payment order from a specific Account.
- 3.11. The Confirmation rights of the User, the limits of payment amounts and the daily limits shall be specified and applied for each Account individually. The same daily limit shall apply for all Accounts, unless the Application-agreement specifies otherwise.
- 3.12. The User, whom the Customer has granted the Right of the Administrator, may set, amend or revoke the Confirmation rights of all Users (including him/herself), the limits of payment amounts, as well as assign a User to a payment order confirmation group, amend or revoke it through Internet and Telephone Banking Systems. He/she also may set, amend or revoke the Users' possibilities of using certain Internet Banking Services on behalf of the Customer. In such cases, the Application-agreement shall not be amended. The above Rights of the Administrator entitle to specify, amend or revoke the rights of all Users with regard to the Accounts, which the User with the Rights of the Administrator is authorised by the Customer to manage in compliance with the Application-agreement by him/herself.
- 3.13. The Customer shall have the right to amend, supplement or revoke the rights of all Users and delegate the performance of these actions to the Bank at any time. The User with Rights of the Administrator shall not be informed about these amendments, supplements and revocations.

#### 4. RIGHTS AND DUTIES OF THE CUSTOMER/THE USER AND THE BANK

4.1. The rights and obligations of the Customer/the User and the Bank shall be established in the General Rules, the Application-agreement, the Terms and Conditions, and other documents of the Agreement.

#### 4.1.1. The Customer/the User undertakes:

4.1.1.1. to comply with the requirements provided for in the Agreement (documents comprising the Agreement);

4.1.1.2. to comply that the User identity is identified and when giving Orders, notices or other services using Telephone and/or Internet Banking Services are authorized correctly and fully. All responsibilities must be undertaken if entering Internet Banking Services o using Telephone Banking Services correct User's identification credentials were used;

4.1.1.3. when giving Orders, notices, concluding transactions and performing other actions using Internet Banking Services, to fill correctly the forms given by the Bank, and to follow Orders from the Bank given through electronic channels and when using the Telephone Banking services, to provide correct and accurate information, to observe the Bank Specialist's instructions;

4.1.1.4. not to repeat (duplicate) Orders given using Internet and Telephone Banking Services and not to give them to the Bank in other ways;

4.1.1.5. to protect Identification Data, not to make available or disclose them to anybody, to ensure their confidentiality, to keep the User ID and confirmation codes separately from each other and to notify the Bank immediately about the theft, other loss or unauthorised use of Identification Data or any disclosure of Identification Data to third parties or other breach of secrecy;

4.1.1.6. to pay the fees specified in the Pricelist for issuing/changing Identification Data, payment transactions carried out using Internet Banking and/ or Telephone Banking Services, blocking of access to Internet Banking and Telephone Banking Services and for other services provided by the Bank, and to ensure that sufficient funds are available in the Accounts to cover the amount of payment transactions and applicable fees. Calls to telephone numbers listed in Paragraph 1.21 shall be charged according to the tariff applied by the telephone communication operator or according to the payment plan of the communication operator chosen by the Customer;

4.1.1.7. the Customer undertakes to inform the Bank in writing immediately about the change of the Users and/or their rights and the revocation thereof, unless the rights have been amended or revoked by the User granted with the Rights of Administrator in compliance with the procedure specified in the Terms and Conditions;

4.1.1.8. Customer understands that by choosing this service, he has to provide the correct financial data and answer the questions which will allow the Bank to perform suitability and appropriateness test and determine to Customer's investment goals;

4.1.1.9. In case of the notification of a mistake or in case of the decision to cancel the deposit agreement, to inform the Bank using Internet Banking or Telephone Banking Services or by arriving into Bank's customers service branch immediately. If the Customer shall not inform the Bank of the cancellation of the deposit

agreement and shall not inform about noticed mistakes in it not later than within 5 (five) working days, then it shall be considered that the Customer agreed with conditions laid out in confirmation of the deposit agreement and consider them to be correct.

#### 4.1.2. The Bank undertakes:

4.1.2.1. to provide the User with unique Identification Data and or/ provide User with possibility to create own password (Light Login) access;

4.1.2.2. to consider that the User has been identified and any Orders, requests, notices submitted or given to the Bank or other actions performed using Internet Banking Services have been properly signed and/or authorised if proper User's Identification Data were used when accessing Internet Banking system or the proper Identification Data were given to the Specialist when using the Telephone Banking services. If the Bank requires that a particular Order given or any other action performed using Internet and Telephone Banking Services be separately confirmed using Identification Data, such Orders or actions shall be considered to be properly authorised if they were confirmed using proper Identification Data;

4.1.2.3. act on Orders given to the Bank using Internet and Telephone Banking Services, fulfilment of which is possible considering the scope of the Internet and/or Telephone banking services, if the Account balance is sufficient to cover the amount of the payment transaction and the fees set in the Pricelist and the limits applicable to the Customer and/or the User are not exceeded due to the payment transaction.

4.1.2.4. to put the confirmation about the deposit agreement concluded by Telephone Banking in written along with the main conditions of the deposit agreement specified in paragraph 2.11. into the Customer's internet banking account. This manner of information presentation is treated as sufficient and allowing disclosing information about the deposit agreement fully and the parties agree, that in such manner and form submitted information about the deposit agreement is acceptable to them, valid to full extent and binding.

## 5. PRESENTATION, USE AND CHANGING OF IDENTIFICATION DATA AND BLOCKING OF ACCESS TO SERVICES

- 5.1. After the Bank and the Customer have concluded the Application-agreement, the Bank shall provide the User with Identification Data, unless the Bank and the Customer have agreed otherwise. The Bank shall have the right to change Identification Data and provide the Customer with new Identification Data. New identification data shall be sent to the Customer by mail to the address designated by the Customer, unless the Bank and the Customer have agreed otherwise.
- 5.2. Identification Data shall be used to identify the User when Internet and Telephone Banking Services are used. If proper Identification Data were used when logging in to Internet Banking system, or if the proper User's Identification Data were given to the Specialist when using the Telephone Banking services, it is considered that the User was properly identified. The Bank may provide that certain Orders, requests submitted or given to the Bank when using Internet Banking Services will be processed or other actions will be performed only after they have been confirmed using a confirmation code from the code card issued to the User or properly certified by the User (by logging in with the set up password).

When using the Telephone Banking, the Specialist in order to identify the User can ask additional questions. If any grounded doubts arise due to the answers given to the Specialist's questions, the Specialist has the right to refuse verifying the User's identity and providing services.

- 5.3. The Customer shall represent and warrant that the person submitting/entering the Identification Data and thus using the Internet and Telephone Banking Services always has the right to manage the Customer's Accounts, which has been included into the Internet and Telephone Banking Services, and has the right to use Internet and Telephone Banking Services also in cases when the Bank has not been informed thereof.
- 5.4. The User must ensure protection of the secrecy of Identification Data provided to him and enter Identification Data into computer or other terminal only when logging in to Internet Banking systems and when using Internet Banking Services, to disclose the Identification Data to the Specialist only upon calling the Bank telephone numbers specified in paragraph 1.21 and when using the Telephone Banking services.
- 5.5. Identification Data may not be used if they were lost and later found.
- 5.6. The Bank shall have the right to block access to Internet and Telephone Banking Services or access to Internet and Telephone Banking Services for specific User:
  - 5.6.1. in the cases established by the General Rules;

5.6.2. if the Bank was notified of loss or disclosure of Identification Data to a third party or there are adequate reasons to believe that Identification Data may or have become known to third parties;

5.6.3. if when accessing Internet Banking Services or confirming the Order (request or other action) or using the Telephone Banking services wrong confirmation / User's set up identification passwords were used three times in succession;

5.6.4. if the software, hardware or data transmission networks used by the User threaten the safety of Internet and/ or Telephone Banking Services.

- 5.7. If Identification Data (any of them) have been stolen or the User has lost them otherwise or they could or have become known to a third party, the Customer/the User must immediately notify the Bank in writing at the customer service unit of the Bank (during working hours of the unit) or by telephone +370 5 2361 361 or 1554 (24 hours a day). When giving a notice, the Customer/the User must indicate name of the Customer, its identification number, his/her name and surname, birth date and state the reason for requesting that access to Internet and Telephone Banking Services be blocked. For the purposes of identifying the person submitting a request, the Bank shall have the right to request additional information. The Bank shall block access to Internet and Telephone Banking Services or the provision of Internet and Telephone Banking Services to a specific User on the basis of the submitted request.
- 5.8. Access to Internet and Telephone Banking Services shall be unblocked upon arrival by the Customer at the Bank and presentation of a written request or, in case the Customer uses code generator, using Telephone banking services. The Bank shall have the right to refuse to unblock access if there are grounds for believing that the reasons for blocking have not disappeared. If access to Internet and Telephone Banking Services was blocked on the initiative of the Bank, access shall be unblocked only when the reasons for blocking cease to exist.
- 5.9. At the Customer's request, the Bank shall issue the User with new Identification Data. Identification Data shall be changed for a fee set in the Pricelist.
- 5.10. The Bank shall not be responsible for losses sustained by the Customer in connection with blocking or unblocking of access to Internet and Telephone Banking Services if the Bank acted in accordance with the terms and procedure defined in the Agreement.

#### 6. RESPONSIBILITY OF THE PARTIES

- 6.1. The Customer shall be responsible for the correctness of Orders, notices and requests submitted or given to the Bank using Internet and Telephone Banking Services and of data contained in them.
- 6.2. The Customer shall be responsible for all actions performed when using Internet and Telephone Banking Services if the User's authenticity was confirmed using proper Identification Data when logging in to Internet Banking system or using the Telephone Banking services. Responsibility of the Bank when identifying the User shall be restricted only to verification of the correctness of Identification Data provided to the User and the Bank has no obligation to check by other means the identity of the Customer/the User.
- 6.3. In order to be able to use Internet Banking and/ or Telephone Banking Services, the Customer/the User must have hardware, software and/or other technical equipment necessary for using the relevant services. The Bank shall not provide the Customer/the User with such equipment and shall not be responsible if the Customer/the User is not able to use the services because he/ she do not have such equipment or such equipment is faulty. The Customer shall be responsible for the safety and efficiency of the hardware, software, technical or other equipment used by the User.
- 6.4. The Bank does not guarantee that technical equipment available to the Customer/the User will support Internet Banking Services.
- 6.5. The Customer/the User shall not change or adjust electronic systems/channels of Internet Banking Services or software or permit other persons to perform such actions. The Customer shall be responsible for all damages resulting from non-compliance with such requirements, and the Bank shall be released from liability and performance of obligations assumed under the Agreement.
- 6.6. The Bank shall not be liable if due to any failure or malfunction in electronic communication systems or other reasons not attributable to the Bank the Customer/the User was unable to access Internet Banking and/ or Telephone Banking Services or information communicated to the Bank was lost or distorted.
- 6.7. The Customer shall be fully liable for third party actions performed using Identification Data provided to the User, as well as damages sustained by the Customer as a result of unauthorised transactions when using Internet and Telephone Banking Services if the Customer/the User made available and/or disclosed Identification Data to a third party or otherwise lost Identification Data or did not preserve their secrecy or did not adhere to the requirements specified in the Agreement;
- 6.8. The Bank shall not be responsible for the services provided and goods supplied by third parties and their quality, malfunction of third party electronic systems as the User connects to third party systems or pays for the goods sold or services rendered by third parties using Internet Banking Services. The Bank shall not examine claims regarding third party electronic systems, goods and services provided by them, and such claims shall be submitted directly to third parties.

#### 7. VALIDITY, TERMINATION AND AMENDMENT TO THE AGREEMENT

7.1. The Agreement shall take effect when the Application-agreement is signed by the Bank, the Customer and the User. The Agreement shall be concluded for an indefinite period.

- 7.2. The provisions of the Agreement may be amended according to the procedure set out in these Terms and Conditions and the General Rules. The Bank shall inform its Customers of amendments or additions to the services conditions through Internet Banking Services.
- 7.3. The Bank shall have the right to terminate the Agreement unilaterally according to the procedure set out in the General Rules.
- 7.4. The Customer shall fulfil all outstanding payment obligations to the Bank under the Agreement before the date of termination of the Agreement. The Customer shall remain liable for fulfilment of all his/her obligations to the Bank under the Agreement until all payment obligations to the Bank under the Agreement have been completely fulfilled.