

CONDITIONS OF PROVISION OF INVESTMENT RECOMMENDATIONS OF LUMINOR BANK AB

1. GENERAL PROVISIONS

1.1. These Conditions of Provision of Investment Recommendations (hereinafter the “**Conditions**”) shall be an annex No. 1 to the Conditions of Provision of Investment Services of Luminor Bank AB (D) and regulate the conditions of provision of Investment Recommendations of Luminor Bank AB.

1.2. The capitalised terms used in these Conditions shall have the below meanings, unless the context provides for another meaning:

Questionnaire	A document in the form and content acceptable to the Bank in which the Client provides information on its knowledge and experience in the investment sphere and, if applicable, the financial condition and objectives pursued in use of the Services.
Bank	Luminor Bank AB, legal entity code 112029270.
Financial Instrument	As defined in the Law.
Investment Recommendation	Personal recommendation to the Client provided on the Bank’s initiative or at the Client’s request with regard to transactions pertaining to the Financial Instruments, proposing to undertake one of the following actions: a) purchase, sell, sign, swap, redeem, keep or distribute a particular Financial Instrument; b) exercise or not to exercise the right granted by the particular Financial Instrument to purchase, sell, sign, swap or redeem the Financial Instrument.
Investment Services	As defined in the Law.
Law	Law of the Republic of Lithuania on the Financial Instruments Market No X-1024 of 18 January 2007, with subsequent amendments and/or supplements.
Client	A natural or legal person to whom the Bank provides the Investment and/or Additional Services or who applies to the Bank for the Investment and/or Additional Services.
Additional Services	As defined in the Law.
Services	The Investment Services and the Additional Services.
Agreement	The agreement made by the Bank and the Client on provision of the Investment and/or Additional Services.
Party or Parties	The Bank and the Client individually or collectively.

1.3. Unless the Conditions provide otherwise, words used in the singular form shall also mean the plural, words of one gender shall also include the respective words of any other gender, words meaning persons shall also include legal and not legal persons, and a reference to the entirety shall also mean a reference to any of its part; and (in each particular instance) vice versa.

1.4. Names of items and other provisions of the Conditions shall be written only for the sake of convenience and shall have no impact on the interpretation of the Conditions.

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1.6. These Conditions shall apply to the relationships of the Parties in provision by the Bank of the Investment Recommendation to the Client.

2. PROVISION OF INVESTMENT RECOMMENDATIONS

2.1. The Bank shall have the right but not the obligation to provide the Investment Recommendations. The Bank shall provide the Investment Recommendations only to the Clients with who service agreements on the provision of the Investment Recommendation to the Client are made.

2.2. The Bank shall not provide the Investment Recommendations to the Client, if the Client has failed to complete and/or insufficiently completed the Questionnaire.

2.3. The Bank shall provide the Investment Recommendations to the Client based on the information provided in the Questionnaire. The Client shall immediately inform the Bank on any change in the data and/or information contained in the Questionnaire and submit an updated Questionnaire to the Bank.

2.4. The Bank shall provide to the Client personal Investment Recommendations. The Client may not disclose or make publicly available in any other way the Investment Recommendation provided to it by the Bank, because the Investment Recommendation is not intended for third persons even under the identical or similar circumstances.

2.5. Unless otherwise is provided in the Agreement of the Bank and the Client, the Bank does not undertake to update the Investment Recommendations provided to the Client on a regular basis or in view of the changed market conditions or provide new Investment Recommendations or conduct periodic assessment of the suitability of the Financial Instruments recommended to the Client, however in the suitability assessment report that shall be presented only to non-professional clients the Bank shall indicate to the Client if he should seek periodic assessment of his arrangements made on the basis of the Investment Recommendation. The Client shall keep following himself the market prices or values of his acquired Financial Instruments and the developments in the market. If the Client wishes to get an update on the Investment Recommendation provided to him, he shall apply to the Bank for that. The periodic assessment of the suitability of the Financial Instruments recommended to the Client shall be conducted by the Bank if that is provided in the Agreement entered with the Client. The periodic assessment of the suitability shall be conducted in accordance with the terms of such Agreement.

2.6. A final decision on which Financial Instruments to select, whether to follow the Investment Recommendation, and also a decision to place an order to make an operation or make an agreement on the Financial Instrument, or assume any other financial obligations, shall be made by the Client himself independently based on his knowledge and experience in the investment sphere, financial possibilities, investment goals, on his sole responsibility and at his own risk pertaining to such decision. If the Client (natural person) when receiving and/or upon receipt of Investment Recommendation, intends to act through the representative, he shall inform the Bank in advance to that effect in order for the Bank, prior to provision of services to the Client through the representative, to be able to collect and assess the information on representative's knowledge and experience in the investment sphere. The Investment Recommendations provided by the Bank are not and shall in no case be understood as an obligation for the Client to perform certain actions (or abstain from performing certain actions). In each case the Client himself shall make an investment decision.

2.7. Provision of the Investment Recommendations shall not be a service of managing the Financial Instruments portfolio, unless there is an agreement between the Parties with regard to provision of such service. The Client shall himself keep following the market prices or values of its acquired Financial Instruments and the developments in the market.

2.8. If the Investment Recommendation contains more than one Financial Instrument as a single package, it means that the Investment Recommendation was provided to the Client on all the indicated Financial Instruments together. If the Client uses the Investment Recommendation in respect of not all Financial Instruments, such transaction may not correspond to the Client's investment goals and the risk acceptable to it.

2.9. If the Bank provided the Investment Recommendation or other kind of information, advice or recommendations on the Financial Instruments to the Client, the Bank in any case is not and shall not be deemed responsible for the profit or loss situation of such Financial Instrument acquired on the basis of such Investment Recommendation, advice or information and/or the transaction made.

3. NON-INDEPENDENT AND INDEPENDENT RECOMMENDATION

3.1. The Bank shall provide both independent and non-independent Investment Recommendations. An Agreement separately made with the Client shall stipulate if an independent or non-independent Investment Recommendation will be provided to the Client.

3.2. If due to any reasons the Agreement made between the Bank and the Client does not stipulate whether the recommendation provided is non-independent or independent, the Bank shall be deemed to provide a non-independent recommendation to the Client.

3.3. When the Agreement made with the Client stipulates that an independent Investment Recommendation shall be provided, it means that the Bank:

3.3.1. while providing the Investment Recommendation service, in compliance with the Process of Selection of Financial Instruments, shall assess a sufficient amount of the Financial Instruments available in the market that are different in type and issuers or product sellers or distributors in order to ensure that the goals sought by the Client in using the Investment Services are duly achieved and the Financial Instruments being assessed are not limited solely

to the instruments issued or provided by: a) the Bank itself; b) other entities closely linked to the Bank; or c) entities linked to the Bank by contractual, legal or economic relations that jeopardise the objectivity of the provided independent Investment Recommendation;

3.3.2. to the extent it pertains to the provision of the independent Investment Recommendation, shall strictly follow the restrictions and requirements stipulated in the Policy of Incentive Payments.

3.4. When the Agreement made with the Client stipulates that a non-independent Investment Recommendation shall be provided, it means that the Bank:

3.4.1. while providing the Investment Recommendation, shall not be obligated to evaluate a broad range of the Financial Instruments available in the market that are different in type and issuers or product sellers or distributors. The range of the recommended Financial Instruments may be limited to financial instruments issued or provided by: a) the Bank itself; b) other entities closely linked to the Bank; or c) entities linked to the Bank by contractual, legal or economic relations that jeopardise the objectivity of the provided independent Investment Recommendation;

3.4.2. In accordance with the requirements stipulated in the Policy of Incentive Payments, the Bank shall have the right to receive and retain incentive payments received from third persons where such incentive payments are used for improving the quality of the investment services to the clients.

3.5. In view of the fact that under different Agreements made with the Clients the Investment Recommendations provided by the Bank may be both non-independent and independent, the Bank shall ensure separation of its divisions providing such Investment Recommendations from each other so that the divisions performing the Agreements under which the non-independent Investment Recommendations are provided may not perform the Agreements under which independent recommendations are performed. Accordingly, the Bank's officials providing services of the independent Investment Recommendation shall not provide services of the non-independent Investment Recommendation.

4. SUITABILITY ASSESSMENT REPORT

4.1. Prior to making a transaction based on the provided Investment Recommendation, the Bank shall provide to the non-professional Client the suitability assessment of the Investment Recommendation in a durable medium indicating the Investment Recommendation provided to the Client and how it corresponds to the non-professional client's priorities, investment goals and other significant characteristics.

4.2. If the transaction on purchase or sale of the Financial Instrument is made by means of distance communication and because of that the Bank will have no possibilities to provide to the Client a suitability assessment of the Investment Recommendation in advance and if the Client consents to that by making the Agreement, the Bank shall have the right to provide a written suitability assessment in a durable medium immediately after the Client has assumed the obligations arising out of the transaction. To this end, the Bank undertakes to provide the Client with the possibility to postpone the making of the transaction, if the Client wishes to get the suitability assessment of the Investment Recommendation in advance.