

GENERAL TERMS AND CONDITIONS OF TERM DEPOSITS FOR PRIVATE CUSTOMERS

These General Terms and Conditions of Term Deposits for Private Customers are applied to the relations of the parties when providing services according to the Agreements, that are concluded between Bank and the Customer, if there is a reference that General Terms and Conditions of Term Deposits for Private Customers are applied.

In effect from 01th of January, 2024

1. DEFINITIONS

- 1.1. **Bank** means Luminor Bank AS Lithuanian Branch.
- 1.2. **General Rules** mean Luminor General Business Terms.
- 1.3. **Deposit** means the funds which the Client submits to the Bank for temporary holding and safe keeping in accordance with the terms and conditions of the Agreement; the Bank accepts, keeps, pays interest on the Deposit and repays the Deposit on the first demand of the Depositor (a demand savings deposit) in compliance with the terms and conditions of the Agreement.
- 1.4. **Depositor** means a natural person who concludes the Agreement, or for whose benefit and interest the Agreement is concluded, and who is entitled to use the Deposit. The Depositor shall also mean the Client who enters into the Agreement for the benefit and interest of a third party who has not expressed his will to implement his rights as a depositor.
- 1.5. **Client** means a natural person who has entered into the Agreement with the Bank, or authorised representative thereof. The Client is also called “the Depositor”, except for cases stipulated in the Agreement is concluded for the benefit and interest of a third party.
- 1.6. **Application** means an application in standard form submitted to the Bank to accept the Deposit, open and use the Account, including amendments, supplements or annexes thereto.
- 1.7. **Interest** means the interest of the rate laid down in the Agreement and paid to the Depositor by the Bank which is published on the Bank’s website at www.luminor.lt and the Bank’s customer service units or other agreed to interest rates.
- 1.8. **Account** means an account opened in the name of the Depositor in the Bank, which is used for payment transactions or in which the Depositor’s funds are held and to which, upon the expiry of the Agreement, the Deposit and accrued interest is transferred in compliance with the terms and conditions of the Agreement.
- 1.9. **Account Extract** means a document issued by the Bank specifying information about the transactions carried out within the Account during one calendar month or another period specified in the Agreement (where such a period is specified) or agreed with the Client.
- 1.10. **Description** means the respective general terms and conditions of the term deposit agreement.
- 1.11. **Agreement** means an agreement concluded between the Bank and the Client establishing terms and conditions of opening and administration of the Account (special provisions of the respective Deposit) and which consists of the Application, General Rules, Description, the Price List and any amendments, supplements and annexes thereto.
- 1.12. **Parties** mean the Bank, Client and the Depositor if the Client is not a Depositor and the Depositor has expressed his will to implement his rights as a Depositor.
- 1.13. **Price List** the price list of the Bank which, notwithstanding other agreements between Parties, contains fees and charges payable by the Customer to the Bank for the provision of Services.
- 1.14. **Term Deposit** means a deposit, upon the maturity of which, the Deposit together with accrued interest is paid to the Depositor.
- 1.15. **Term Deposit with Periodic Interest Payment** means a Term Deposit, the interest on which is paid to the Depositor at the time intervals provided for in the Agreement.

Other definitions used in the Description shall have the same meaning as described in the General Rules, except where a different meaning is given by the context of the Description.

2. CONCLUSION OF THE AGREEMENT

- 2.1. The Agreement shall govern the relations between the Bank, Client and the Depositor if the Client is not a Depositor and the Depositor has expressed his will to implement his rights as a Depositor, arising when the Client deposits funds into the Account opened with the Bank and the withdrawal of the Deposit from the Account, as well as from the repayment of the Deposit upon first demand of a Depositor or upon termination of the Agreement and payment of accrued interest in compliance with the terms and conditions of the Agreement. In addition to this Agreement, the relations between the Parties are governed by the General Rules and the legislation of the Republic of Lithuania.
- 2.2. The Agreement may be concluded as follows: a) the Client comes to the Bank and signs the Agreement, b) the Client opens the deposit and confirms the Agreement in internet bank or c) concludes the Agreement by using remote channels. The Agreement concluded by using internet bank or remote channels shall have the same legal effect and power as the Agreement signed by the Client at the Bank.
- 2.3. Upon conclusion of the Agreement, the Client chooses the type, term, amount and currency of the Deposit as well as the Account (or Accounts if the Deposit and the Interest is paid into different Accounts in accordance with a separate agreement of the Parties), into which the Deposit and Interest should be paid.
- 2.4. The Applicant may conclude the Agreement in his/her own name or, in the cases established in the Civil Code of the Republic of Lithuania, in the name and in the interests of the Depositor.

- 2.5. In order to conclude the Agreement, the Client should have an Account in the Bank. If the Client does not have an Account or, when concluding the Agreement, does not specify the Account into which the Deposit and Interest should be paid, the Bank shall open an Account in accordance with the Agreement (unless the Account has already been opened in accordance with another agreement concluded between the Parties), and the number of which shall be specified in the Agreement and to which the Bank shall return the Deposit and pay Interest.
- 2.6. A Client who has concluded an Agreement with the Bank shall pay the amount of the Deposit specified in the Agreement (by transfer from the Account). If the Agreement with the Bank has been concluded by using the internet bank or remote channels, the Bank shall automatically debit the amount of the Deposit from the Account. If the Client fails to pay all amount of the Deposit on the Account (or lack of funds in the Account), the Agreement shall be deemed not to be concluded.
- 2.7. During the term of the Agreement, the Client may neither increase nor reduce the amount of the Deposit specified in the Agreement, unless the Agreement provides for otherwise.
- 2.8. The Agreement shall enter into force on the day of its signature, when required amount shall be transferred to the Term Deposit or Term Deposit with periodic interest payment.
- 2.9. The amount of the Deposit being lodged or automatically extended shall not be less than the minimal required amount of the Deposit in respective currency set by the Bank valid at the moment the Deposit is lodged or automatically prolonged. Minimal Deposit amounts set by the Bank are published on the Bank's website www.luminor.lt and in Customer service branches of the Bank.
- 2.10. If the Deposit Amount is equal to or exceeds the amount which is subject to mandatory declaration according to the procedure established in the laws and regulations, prior to placing the Deposit Amount into the Deposit Account, the Customer shall submit to the Bank documents proving that the funds have been declared according to the procedure established in the laws and regulations. Should the Customer fail to submit such documents, the Agreement shall not be concluded, or, if the Agreement has already been concluded, the Bank may refuse to accept the Deposit, terminate the Agreement on a unilateral basis if the Agreement has already been concluded, and close the Deposit Account. In case of such early termination of the Agreement no interest shall be paid on the Deposit.

3. **INTEREST ON DEPOSIT**

- 3.1. Unless otherwise agreed by the Parties, the Interest rate, which amount is based on on the type, term, amount and currency of the Deposit and which is valid on the date of the Agreement, shall be paid for the Deposit.
- 3.2. The term and Interest on the Deposit shall be calculated from the date when the Deposit is paid under the Agreement as specified in clause 2.6 hereof, until the date preceding the date when the Deposit is returned pursuant to the Agreement or applicable laws. For the purpose of calculating the interest on the Deposit, the year shall be deemed to have 360 (three hundred and sixty) days.
- 3.3. Interest shall be paid in the currency of the Deposit.
- 3.4. The Interest rate shall be established for the entire term of the Deposit.
- 3.5. Interest shall be calculated and paid on the last day of calendar month if Term Deposit with Periodic Interest Payment intervals were chosen. In other cases interest shall be paid by transferring them to the Account on the last day of the term of the Deposit, except for cases when, upon the maturity of the Deposit, the term is extended and Interest, upon request of the Client, is added to the Deposit. The Bank shall return the Deposit together with the accrued Interest.
- 3.6. If the frequency of the last accrued Interest does not coincide with the date of maturity of the Deposit, the accrued Interest shall be paid on the maturity of the Deposit term.
- 3.7. In case the Deposit term is prolonged, when automatic prolongation clause is established, for the new Deposit term for which it is prolonged, the Interest rate, indicated on the Bank's website www.luminor.lt for the same type as the respective Deposit and valid on the prolongation date.
- 3.8. The Bank shall be entitled to unilaterally change the rate of Interest paid on Demand Deposits. Such changes shall become effective on the date following the date the Interest rates have been published on the Bank's website and the Bank's customer units.

4. **AMOUNT AND TERM OF DEPOSIT**

- 4.1. Amount and term of the Deposit shall be established each time by separate arrangement of the Parties.
- 4.2. In order to extend the term of the Deposit, the Depositor shall notify the Bank in writing or by remote channels or internet bank by submitting a notification by the beginning of the nearest term of the Deposit, but not later than 2 (two) Bank's working days prior to the maturity of Deposit term.
- 4.3. The Client may choose a Deposit with an automatic extension of the term of the Deposit. If the Client chooses a Deposit with an automatic extension of the term, the Agreement shall be extended for a same term and under the same terms and conditions provided for in the Agreement, except: (i) the amount of the Interest paid on the Deposit, (ii) the amount of the Deposit which may be increased by the amount of the interest accrued and not paid to the Client for the Depositor, and (iii) cases when the Term Deposit has been deposited for the period other than deposit periods indicated on the Bank's website www.luminor.lt (hereinafter – standard periods) – the Deposit deposited for the non-standard period can be extended for the standard period only. The Bank shall be entitled to refuse to extend the term of the Deposit if, upon the date of extension, the terms and conditions of the Agreement will not correspond to the effective terms and conditions of the Term Deposit (minimum amount of the Deposit, minimum or maximum term of the Deposit, etc.). Term Deposit with Periodic Interest Payment cannot be extended automatically.

- 4.4. A Depositor who has chosen a Deposit with an automatic extension of the Deposit shall specify type of the extension of the Deposit in the Special Provisions as follows:
- (i) “the Deposit extended with accrued Interest” – upon extension of the term of the Deposit, the amount of the Deposit shall be increased by the amount of accrued and not paid to the Depositor which the Bank, on the date of extension of the term of the Deposit, shall transfer to the Account; or
 - (ii) “The Deposit extended without accrued Interest” – the term of the Deposit shall be extended without increasing the amount of the Deposit and the Bank shall transfer the accrued Interest prior to the date of extension of the Agreement into the Account specified in the Agreement.
- 4.5. The number of automatic extensions of the Agreement shall not be limited.
- 4.6. The Depositor may change the terms and conditions for an extension of the term of the Deposit by submitting a written request to the Bank or by using remote channels or internet bank.

5. **WITHDRAWAL OF DEPOSIT**

- 5.1. Only the Depositor or a person authorised thereby or the successor upon submission of the succession certificate thereof shall be entitled to withdraw the Deposit unless otherwise agreed to.
- 5.2. The Client shall submit to the Bank data about himself and the Depositor, if the Client is not a Depositor, and other persons authorised to use the Deposit. The Depositor and the Client if a Client is not a Depositor, and other persons authorised to use the Deposit shall submit to the Bank their names, personal numbers, addresses. The Depositor and the Client if a Client is not a Depositor and the person authorised to use the Deposit shall notify the Bank about any changes of the data specified herein. The Bank shall not be liable for any losses incurred due to the failure of the Depositor and the Client if a Client is not a Depositor to notify it about the suspension or termination of authorisation of an authorised person to use the Deposit.
- 5.3. If, upon the maturity of the Deposit term, the Deposit is not withdrawn and the term thereof is not extended, the Bank shall, not later than on the following Bank’s business day, transfer the Deposit and the accrued Interest in the Account.
- 5.4. If the Depositor does not request payment of the Time Deposit on expiration of its term and the automatic renewal condition has been set for the Deposit, it shall be deemed that the Agreement has been renewed on the terms and conditions of the Deposit as the conditions stated in Sub-Clauses (i) and (iii) of Clause 4.3 of these Terms and Conditions.

5.5. **Withdrawal of Deposits prior term**

- 5.5.1. The Depositor or a person authorised by the Depositor may withdraw the Deposit (irrespective of its type) before the maturity date of the Deposit by giving the Bank written notice or by using remote channels or internet bank. In this case, the Deposit amount is credited to the account no later than within 7 (seven) banking days from the date of notification to the Bank unless the Parties agreed otherwise.
- 5.5.2. In the event of withdrawal of the Deposit prior term, no Interest shall be paid. In case of withdrawal of the Term Deposit with Periodic Interest Payment prior to its maturity the amount of the Deposit refunded to the Depositor shall be reduced by the amount of Interest paid to the Depositor for the Deposit.

6. **INSURANCE**

- 6.1. Information about the deposit and funds insurance conditions and the cases in which deposits/funds are not covered and the payout limits apply to them is presented in Annex 1 to these General Terms and Conditions of Term Deposits for Private Customers.

7. **AMENDMENTS TO THE TERMS AND CONDITIONS**

- 7.1. The Description and Interest may be changed in accordance with the General Rules and in compliance with the procedures established therein.
- 7.2. The Bank shall be entitled to change the Interest rate without a prior notice; however, the changed Interest rate shall only be applicable to those Deposits which have been placed after the date the Interest rate is changed.

8. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

- 8.1. Without the Bank’s prior written notice, the Depositor and/or Client shall not be entitled to assign its rights and/or responsibilities under an Agreement with third parties.

9. **GENERAL PROVISIONS**

- 9.1. The terms and conditions of the Agreement, except for those provided in those documents of the Agreement which are published on the Bank’s website, shall be confidential and not subject to publication without a written consent by both parties, except for the cases provided for in the legislation of the Republic of Lithuania and except for the Bank’s right, which the Depositor agrees with and does not object to, to disclose the information related to the Depositor and the present Agreement to the controlling company and subsidiaries of the Bank, as well as to obtain such information from said companies.
- 9.2. In the event of any conflict between the Description and the terms and conditions of the General Rules, the Description shall prevail. In the event of any conflict between the Description and the Special Provisions, the Special Provisions shall prevail.

**ANNEX 1 TO GENERAL TERMS AND CONDITIONS OF TERM DEPOSITS FOR PRIVATE CUSTOMERS
DEPOSITOR INFORMATION SHEET**

Basic information on deposit coverage	
Deposits held at Luminor Bank AS Lithuanian branch are covered	by “Tagatisfond” (the Estonian Guarantee Fund)
Payout limit	up to EUR 100,000 per depositor per credit institution ¹
If you have more deposits at the same credit institution	all your deposits held at the same credit institution are added up and the total is subject to the limit of EUR 100,000 ¹
If you have a joint account with other person(s)	the limit of EUR 100,000 applies to each depositor ²
Reimbursement period in case of credit institution’s failure to meet its obligations	7 working days ³ (to be updated if a different period becomes valid)
Currency of reimbursement	Euro
Contact	Tagatisfond (Estonian Guarantee Fund) Sakala 4, 15030 Tallinn, Estonia, phone +372 6680 583, e-mail: tf@tf.ee
More information	www.tf.ee
Acknowledgement of information receipt by the Depositor	

Notes:

¹ If a deposit is not reimbursed because a credit institution is unable to meet its financial obligations, depositors will be repaid by the Estonian Guarantee Fund. This repayment covers at maximum EUR 100,000 per depositor per credit institution. In order to determine the coverage level, all deposits at the same credit institution are added up. If, for instance, a depositor holds a savings account with EUR 90,000 and a current account with EUR 20,000, he or she will only be repaid EUR 100,000.

In some cases deposits are protected above EUR 100,000 (in case the depositor’s account, not earlier than 6 months before the day of an insured event, has been credited in relation to sale of a residential property owned by the depositor; sums received by the depositor in respect of a legacy or by operation of law; sums received by the depositor as the beneficiary of a life insurance benefit or analogous benefit payable on death; sums received by the depositor as compensation in the cases provided by law in respect of other person’s death in the course of performing work or official duties or analogous benefits; benefits or compensations for damage caused by violent crimes).

More information can be obtained at the website: www.tf.ee

² If you have a joint account with other person(s), the limit of EUR 100,000 applies to each deposit co-owner separately.

³ Payment of insurance compensations.

The Estonian Guarantee Fund (Tagatisfond) is responsible for the deposit insurance system (Sakala 4, 15030 Tallinn, Estonia, phone +372 6680 583, e-mail: tf@tf.ee, website: www.tf.ee). It will repay your deposits (up to EUR 100,000) not later than 7 working days from the date the inaccessibility of deposits has occurred on.

If no insurance compensation is paid to you within these deadlines, you should contact the Estonian Guarantee Fund. More information can be obtained at www.tf.ee.

Other important information

In principle, all retail depositors and businesses are covered by the Estonian Guarantee Fund.

Exceptions for certain deposits are stated on the website of the Estonian Guarantee Fund www.tf.ee. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.

Additional information:

1. Funds available in the account held at the Bank (hereinafter – the Funds) are covered by the Estonian Guarantee Fund. Information about the cases where the Funds are not covered and where the payout limits are applicable is published at www.luminor.lt. A free printed copy of the terms and conditions for covering the Funds is available at any outlet of the Bank.
2. Deposits held at the Bank are covered by the Estonian Guarantee Fund. Information about the cases where deposits are not covered and where the payout limits are applicable is made available at www.luminor.lt. A free printed copy of the terms and conditions for deposit coverage is available at any outlet of the Bank.

CASES WHEN DEPOSITS ARE NOT INSURED OR RESTRICTIONS TO PAYMENT OF DEPOSIT INSURANCE COMPENSATION APPLY

The object of deposit insurance coverage shall not be:

Deposits deposited as at the date on which deposits become unavailable by the Estonian state or foreign state or the following Estonian or foreign persons shall not be secured or compensated:

1. deposits of local authority;
2. deposits of another credit institution;
3. deposits of insurance undertaking or reinsurance undertaking;
4. deposits of management company or investment fund;
5. deposits of investment firm;
6. deposits of e-money institution;
7. deposits of payment institution;
8. deposits of creditor or credit intermediary;
9. deposits of another financial institution not specified in clauses 4–8 above, including a financial holding company, a mixed financial holding company and an asset management company specified in point (26) of Article 4(1) of Regulation (EU) No 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (OJ L 176, 27.06.2013, p. 1–337), excluding insurance holding companies and mixed-activity insurance holding companies for the purposes of the Insurance Activities Act of Republic of Estonia.

Claims arising from the following shall not be secured or compensated:

1. capital instruments recorded under the own funds of a credit institution pursuant to point (118) of Article 4(1) of Regulation (EU) No 575/2013 of the European Parliament and of the Council;
2. debt securities, acknowledgements of obligation and promissory notes issued by a credit institution.

The restrictions to payment of deposit insurance compensation:

1. Insurance compensations are not paid for deposits, funds, money, securities, and liabilities that are not the object of the deposit insurance coverage (as mentioned in this form above).

2. in addition to the above, also the following deposits shall not be compensated:

- 2.1. deposits the owner of which has liabilities that have fallen due to the same credit institution, to the extent of such liabilities;
- 2.2. deposits the owner of which cannot be identified by the credit institution.

3. Deposits confiscated on the basis of a judgment of conviction in a court case concerning money laundering or terrorist financing shall not be secured. If the disposal of the deposit has been restricted by the precept of the Estonian Financial Intelligence Unit or the deposit has been seized in criminal proceedings of a case concerning money laundering or terrorist financing, the compensation for the deposit shall be suspended until the precept has been revoked or the court judgment has entered into force.

4. Deposits belonging to persons subject to international sanctions as at the day of compensation for the deposit are not compensated, unless otherwise decided pursuant to subsection 2¹ of § 41 of Guarantee Fund Act of Republic of Estonia. A person in which a qualifying holding is held by or which is controlled by a person subject to an international sanction is also deemed to be a person subject to an international sanction.

The payment of deposits insurance compensation shall be deferred (delayed):

In cases provided for in the Guarantee Fund Act of Republic of Estonia (read more at www.tf.ee) the payment of insurance compensation for deposits may be deferred (delayed), for example, in cases of insufficient information to evidence the right to insurance compensation for the deposit, or in the case of an ongoing court dispute about the deposit, or if the depositor's right to dispose of the deposit is restricted.