



AB DNB Bankas General Rules on the Provision of Services

Approved by:

Order No. 22 of the President of the Bank, dated 28 April 2006 and effective from 12 May 2006

Amended by:

Order No. 7 of the President of the Bank, dated 15 June 2012 and effective from 18 June 2012

Order No. 11 dated 25 June 2013 of the Bank's President and effective from 26 August 2013

Order No. 8 dated 16 May 2014 of the Bank's President and effective from 21 July 2014

1. Definitions used in the General Rules

- 1.1. **Bank** means AB DNB Bankas, a public limited liability company, code 112029270, with its head office at J. Basanavičiaus str. 26, LT-03601 Vilnius, the Republic of Lithuania.
- 1.2. **Companies of the Bank's group** means the companies directly or indirectly controlling the Bank, also other companies directly or indirectly controlled by these companies as well as companies directly or indirectly controlled by the Bank.
- 1.3. **Bank's Internet website** means the Internet website of the Bank at the address www.dnb.lt.
- 1.4. **Banking services** means the services provided by the Bank to the Customer in accordance with the laws, other legal acts, the Bylaws of the Bank and the Agreements.
- 1.5. **General Rules** means the present rules on the provision of banking services.
- 1.6. **Business Day** means is a calendar day, except public holidays and weekends (Saturdays and Sundays).
- 1.7. **Price-list** means the price-list of service and transaction fees charged by the Bank, which is made publicly available on the Bank's Internet website or at the customer service outlets of the Bank.
- 1.8. **Customer** means a natural or legal person using banking services or applying to the Bank in order to use the same. In the Agreements, the Terms and Conditions for the Provision of Services, the Price-list or other documents Customers may be referred to as individual customers, corporate customers or given other names.
- 1.9. **Terms and Conditions for the Provision of Services** means the terms and conditions for the provision of specific banking services.
- 1.10. **Money Laundering** means the activity as defined in the legal acts with the intent to legalise or conceal the origin of monetary funds and/or other property derived from criminal acts.
- 1.11. **Sanctions** means the economic sanctions laws, regulations, embargoes or restricting measures administered, enacted or enforced by (i) the Norwegian Government; (ii) the United States Government; (iii) the United Nations; (iv) the European Union; (v) the United Kingdom; (vi) the Republic of Lithuania; (vii) any other relevant jurisdictions, national or supranational institutions and/or agencies whose sanctions are related with the financing relations under this Agreement and with regard to (i)-(vii) above, the respective governmental institutions and of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), the US Department of State, and Her Majesty's Treasury (HMT) (together the "Sanctions Authorities").
- 1.12. **Sanctions List** means the "Specially Designated Nationals and Blocked Persons List" maintained by the OFAC, the "Consolidated List of Financial Sanctions Targets" maintained by the HMT or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities (including, but not limited to, the Norwegian Government, the Government of the Republic of Lithuania, the European Union and/or the United Nations).
- 1.13. **Agreement** means an agreement made by and between the Bank and the Customer for the provision of banking services to the Customer.
- 1.14. **Parties** means the Bank and Customer.
- 1.15. **Persons Related with the Customer** means persons who have a direct or indirect control over the Customer (legal person); are directly or indirectly controlled by the Customer (legal person); directly or indirectly controlled by the persons who have control over the Customer (legal person).
- 1.16. **Third Person** means any natural or legal person, except for the Parties.
- 1.17. **Terrorist Financing** means the activity as defined in the legal acts with the intent to use monetary funds for criminal acts.
- 1.18. **Restricted Party** means a person that (i) is listed on any Sanctions List; (ii) is located or incorporated under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; (iii) is directly or indirectly owned or controlled by, or acting on behalf of, a person referred to in (i) and/or (ii) above; or (iv) with whom a subject of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities. A "person" used in this definition includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- 1.19. Unless otherwise established in the General Rules, the words denoting the singular include the plural, the words of one gender have the same meaning as the respective words of any other gender, the words denoting a person include both legal and other than legal persons, and a reference to the whole means a reference to any part of it; and vice versa (as may be in each particular case).
- 1.20. The headings of items and other provisions of the General Rules are inserted for convenience of reference only and shall not affect the interpretation of the General Rules.

2. Application scope

- 2.1. The General Rules are applicable to the relations between the Parties with respect to the provision of banking services where the banking services are provided by the Bank's head office or the Bank's outlets established in the Republic of Lithuania.
- 2.2. The specifics of the provision of separate services of the Bank may be provided for in the Terms and Conditions for the Provision of Services which are also applicable to the relations between the Parties with respect to the provision of banking services.
- 2.3. The fees payable by the Customer to the Bank for banking services are indicated in the Price-list and/or Agreement.
- 2.4. The Customer can get familiar with the General Rules on the Provision of Services and Price-list on the Bank's Internet website and/or at the Customer Service Branches/Outlets of the Bank. At the Customer's request the Bank issues a copy of the General Rules to him.
- 2.5. It is deemed that the Customer agrees to accept the General Rules, the Terms and Conditions for the Provision of Services and the Price-list by entering into an Agreement or prior to the commencement to use banking services.
- 2.6. In the event of any discrepancy between the General Rules and the Terms and Conditions for the Provision of Services the latter shall prevail. In the event of any discrepancy between the Agreement terms and conditions and the General Rules, the Terms and Conditions for the Provision of Services or the Price-list the Agreement terms and conditions shall prevail. In the event of any discrepancy between the Lithuanian version of the Agreement, the General Rules, the Terms and Conditions for the Provision of Services and the Price-list and the translated version thereof the Lithuanian version shall prevail.
- 2.7. In case any provision of the General Rules, the Terms and Conditions for the Provision of Services, the Price-list or the Agreement is in conflict with the imperative provisions of the laws of the Republic of Lithuania such provision shall not be applicable to the relations between the Parties, and all the remaining provisions of the General Rules, the Terms and Conditions for the Provision of Services, the Price-list or the Agreement remain in full force and effect.
- 2.8. The Bank is entitled to amend the General Rules, the Terms and Conditions for the Provision of Services or the Agreements if such amendment to the General Rules, the Terms and Conditions for the Provision of Services or the Agreements is necessary due to replacement or upgrade of the software or hardware used by the Bank, organizational restructuring, changes in the applicable legal acts or adoption of the new ones, or other important reasons. The Bank is also entitled to amend the Price-list at any time. The Bank informs the Customer about these amendments in advance by giving not less than 14 days' notice to the Customer in the manner of the Bank's choice: by sending information on amendments to the Customer by mail and/or e-mail, via facsimile transmission or other means of telecommunication, and/or via Internet banking system, and/or any other means, and/or by publishing that information on the Bank's Internet website, and/or in the daily indicated in the Bylaws of the Bank, and/or in any other means of the mass media. These amendments are binding on the Customer and are applicable to all Agreements entered into between the Bank and the Customer.

3. Customer Identification

- 3.1. Prior to the conclusion of the Agreement with the Customer or the provision of banking services to the Customer the Bank is entitled to identify the Customer and/or its representative.
- 3.2. Customer identification is performed against the documents and information presented by the Customer as required by the Bank, or in the cases established by the Bank through the use by the Customer of the proof of identity means provided to him. Upon the Bank's demand the Customer must provide the Bank with the valid documents proving the Customer's identity as required by the Bank. The Bank itself has the right to verify the identity of the Customer and/or its representative by using the legal means.
- 3.3. In protection of the Customer's interests the Bank has the right to refuse to accept from the Customer identification documents which, to the opinion of the Bank, may be easily forged or documents having insufficient data for personal identification.

4. Representation

- 4.1. When concluding the Agreement or using banking services the Customer may be represented by the Customer's representative, however, in seeking to protect the legitimate interests of the Customer and the Bank, the Bank has the right to demand from the Customer (private individual) to make the Agreement or use banking services personally.
- 4.2. The Customer's representative must provide the Bank with a document confirming the authorizations of the representative. The Bank has the right to verify the authorizations of the Customer's representative and the authenticity of identification documents as well as during the verification period temporarily not to effect transactions initiated by the Customer's representatives.
- 4.3. The Customer's representatives indicated in the special forms of documents presented and certified by the Customer, if the completion of such forms is required by the Bank, have the right to dispose of the funds available in the accounts opened by the Customer - legal person - with the Bank.
- 4.4. In case the respective transaction of the Bank is initiated on behalf of the Customer by the Customer's representative the Bank has the right to contact the Customer in order to receive its approval for carrying out a transaction initiated by the Customer's representative, if such approval, to the opinion of the Bank, is necessary in order to protect the interests of the Customer (e.g.: large money transfer is initiated and the like). The Customer will not have any claims against the Bank, if, in case of its failure to contact the Customer and receive its approval, a transaction initiated by the Customer's representative will not be carried out.
- 4.5. The Customer must inform the Bank in writing about any change, cancellation or expiration of the authorizations of the Customer's representative on other grounds irrespectively of whether this information has been provided by the Customer to the public registers. Before the submission of such information to the Bank it is considered that

the authorizations of the Customer's representative possessed by the Bank are appropriate and valid, unless the Bank itself knew or must have known about change or expiration of the authorizations.

5. Customer's Signature

- 5.1. Unless otherwise established by the Agreements, written instructions, notices given to the Bank or other documents made by the Customer shall be signed by the Customer or its representative.
- 5.2. The Bank has the right to demand that the Customer or its representative sign the documents at the Bank or that the signatures of the Customer or its representative on a document are notarised.
- 5.3. In case the Customer uses electronic means of payment the Customer's instructions given in the procedure set out in the respective Agreements shall be confirmed by means of proof of the Customer's identity. By their legal power documents confirmed in that way are equivalent to documents signed by the Customer.

6. Documents Presented to the Bank

- 6.1. Unless otherwise instructed by the Bank, the Customer must provide the Bank with the original copies of documents or their notarised copies.
- 6.2. In case the documents submitted to the Bank are made abroad the Bank has the right to demand that they are legalized with the exception of the cases when the international treaties of the Republic of Lithuania establish otherwise.
- 6.3. The documents provided to the Bank must be drafted in the Lithuanian and/or any other language indicated by the Bank. In case the documents being provided to the Bank are prepared in a foreign language the Bank has the right to demand that the same are translated into Lithuanian and/or another language indicated by the Bank by a translator acceptable to the Bank. The Bank is also entitled to demand the certification of the authenticity of the translator's signature by a notary public.
- 6.4. In the cases established by the Bank the documents being submitted to the Bank shall be prepared in accordance with the standard forms set by the Bank.
- 6.5. The Bank is entitled to apply to other persons, including the state institutions, with a request to provide the Bank with information possessed by them about the genuineness of documents presented by the Customer and their content. The Customer agrees that the Bank may apply to other persons regarding the verification of the presented proxies, other documents and the information contained therein and waives any claims that the Bank has not executed any instructions given by the Customer or its representatives, unless the above-mentioned information has been received.
- 6.6. When concluding, performing and terminating the Agreement the Customer must provide the Bank with the documents requested by the Bank.

7. Conclusion of Agreements and Provision of Banking Services

- 7.1. The Bank provides banking services to the Customer subject to the conclusion of the respective Agreement on the provision of banking services between the Bank and Customer in the procedure established by the Bank.
- 7.2. The form of the Agreements is set by the Bank. In the cases established by the Bank the Agreements may be made verbally.
- 7.3. In the cases and in the procedure established by the Bank the Customer may make the Agreement over the phone. The Agreement made via phone has the same power as the written Agreement.
- 7.4. Unless otherwise established by the laws of the Republic of Lithuania, the Bank has the right at its own discretion and without giving any reason for its refusal to choose persons with whom to enter into or refuse to enter into the Agreement.
- 7.5. The Bank before entering into or refusing to enter into the Agreement assesses all information known to it and circumstances.
- 7.6. In case the Agreement is made in both the Lithuanian and a foreign language, in the event of any discrepancies between the Lithuanian text and the text in a foreign language, the Lithuanian version shall prevail.
- 7.7. Unless otherwise provided for in the Agreement, the Agreement is made in two equally legally binding copies, one copy for each Party.
- 7.8. The Bank has the right to suspend the provision of banking services or change the procedure for their provision upon notice to the Customer if such suspension or change of the provision of services is determined by necessary repairs of the software or hardware, other working tools used by the Bank, elimination of defects, routine maintenance, installation of new software versions, updating of the procedures and the like. The Customer will not have any claims against the Bank regarding such suspension of the provision of banking services or change of the procedure for their provision.

8. Prevention of Money Laundering and Terrorist Financing Compliance with the Sanctions.

- 8.1. In implementation of the requirements of the legal acts regulating the prevention of Money Laundering and/or Terrorist Financing and/or in carrying out instructions of the respective competent authorities, the Bank has the right to suspend a suspicious or unusual monetary operation or transaction for the period stated in the legal acts. In this case the Bank shall not be held liable against the Customer for failure to fulfil contractual obligations and/or any damage or loss suffered by the Customer.
- 8.2. The Bank has the right to refuse to enter into an Agreement with the Customer if the Customer or any Person related with the Customer, or any of their joint ventures or any of their respective directors, officers, employees, agents or representatives or any other persons acting on any of their behalf, is a Restricted Party and/or has neither received notice of nor is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- 8.3. In all cases, the Bank has the right to refuse to enter into the Agreement or terminate the existing Agreement with a particular natural or legal person where such natural or legal person who intends to enter into the Agreement:

- 8.3.1. in the documents submitted to the Bank has indicated false information, concealed to failed to provide all the documents or data requested by the Bank;
- 8.3.2. upon the Bank's request, has failed to provide sufficient information and/or documents required to identify the person or such information and/or documents provided by it do not meet the requirements established in the legal acts and/or by the Bank;
- 8.3.3. has failed to provide evidence and/or documents to prove the legitimate grounds and/or origin of its money or other assets, and/or other circumstances exist which allow assuming that the person is related to Money Laundering and/or Terrorist Financing;
- 8.3.4. is in breach of its obligations assumed under agreements entered into with the Bank, any of the Bank group companies, and/or other creditors;
- 8.3.5. by its illegal acts has caused loss to the Bank group companies or persons belonging to them, or a real threat of such loss, or damage to reputation of natural and legal persons belonging to the Bank group.
- 8.4. The Bank strictly complies with the requirements for the prevention of Money Laundering and Terrorist Financing in all countries where it operates. The services and financial transactions comply with the requirements of the legal acts of the Republic of Lithuania, the Kingdom of Norway, the European Union, as well as with the economic sanctions of the United Nations, the United States and the United Kingdom. In view of that, in the course of performing the Agreement the Customer must ensure that:
 - 8.4.1. neither the credit issued to the Customer by the Bank nor part or any transaction (s) relating to the Agreement:
 - (i) are directly or indirectly, be used or otherwise made available to trade, business or other activity involving benefit to any Restricted Party; or (ii) are directly or indirectly, be used or otherwise made available to benefit of any Restricted Party; or (iii) are directly or indirectly, be used or otherwise made available in any other manner that would reasonably be expected to result in (a) the occurrence of an event of default as described in this Agreement, or (b) the Customer being in breach of any Sanctions or becoming a Restricted Party;
 - 8.4.2. the Customer's assets and/or any other assets to be provided as collateral shall not be used directly or indirectly: (i) by any Restricted Party; or (ii) for the direct or indirect benefit of any Restricted Party; or (iii) in any trade which is prohibited under applicable Sanctions or which could expose the Property, the Borrower and/or its assets and/or any other assets provided as collateral or insurers of such assets to enforcement proceedings or any other consequences whatsoever arising from Sanctions;

9. Submission and Execution of Customer's Instructions Given to the Bank

- 9.1. The Customer gives instructions to the Bank pursuant to the Agreement and/or the present General Rules.
- 9.2. At the Customer's request the Bank under the conditions set by the Bank may confirm (including by the seal of the Bank) that it has received an instruction given by the Customer. Such confirmation does not imply that the Bank has executed an instruction received. The Bank is not liable for non-execution of the Customer's instruction in case an instruction cannot be executed due to the reasons beyond the Bank's control or given the grounds for non-execution of the Customer's instructions as established in the Agreement and/or the General Rules.
- 9.3. The Customer is liable for the correctness of data in an instruction given by the Customer. The Bank is not obliged to check the correctness of data in the Customer's instruction, but if it turns out that the data in the Customer's instruction are incorrect the Bank is entitled not to execute the Customer's instruction by giving a notice of that to the Customer.
- 9.4. If the Customer instructs the Bank to transfer funds from the Customer's account opened with the Bank the Customer must ensure that there are sufficient funds in the Customer's account for executing the Customer's instruction and paying the fees for the service provided by the Bank to the Customer.
- 9.5. The Bank is not liable for non-execution of the Customer's payment instruction if upon receipt of the Customer's instruction it turns out that there are no sufficient funds in the Customer's account for executing that instruction and/or for paying the Bank charges, or due to the reasons beyond the Bank's control the Bank cannot use these funds for executing the Customer's instruction and/or paying the Bank charges.
- 9.6. The Customer's instructions to transfer money are executed by the Bank based on the beneficiary's account number indicated in the instruction, however, the Bank at its own discretion may not execute the Customer's instruction in case it turns out that the beneficiary's data indicated by the Customer are inconsistent with the beneficiary's data possessed by the Bank.
- 9.7. Upon receipt of the Bank's consent, the Customer is entitled to cancel an instruction given by the Customer to the Bank where its execution has not yet commenced.

10. Notification and Provision of Information

- 10.1. The Bank's notices and information to the Customer.
 - 10.1.1. **The Bank notifies and informs the Customer in the manner chosen by the Bank: by sending notices and information to the Customer by mail and/or e-mail, via facsimile transmission and/or other means of telecommunication, by giving notices and information via Internet banking system, through the mass media, on the Bank's Internet website, by telephone, verbally and other ways.**
 - 10.1.2. **Unless otherwise agreed between the Parties, notices and documents indicated by the Bank must be collected by the Customer from the Bank in person.**
 - 10.1.3. The Customer's contact addresses, telephone and fax numbers as well as other contact details for the purpose of giving the Bank's notices and other information are specified in the Agreement and/or the Customer's separate notice to the Bank.
 - 10.1.4. The Bank's notices given to the Customer personally are deemed to have been received by the Customer when after sending of such notice a time period reasonably required for sending such notice via the respective means of communication has passed, i.e.:
 - 10.1.4.1. after 5 (five) Business Days from sending a notice by mail;

- 10.1.4.2. on the same day if a notice is sent on the Business Day via facsimile transmission, e-mail or other means of telecommunication. In case the notices are sent on a non-Business Day such notice is deemed to have been received on the nearest Business Day;
- 10.1.4.3. on the other day after publication – where notices and information are published publicly.
- 10.1.5. In case the Bank provides information and notices to the Customer in connection with the Agreement and/or conclusion thereof verbally (by telephone, etc.) the Bank is entitled to record a conversation.
- 10.1.6. In case on the Customer's part in the Agreement there is a plurality of persons (co-borrowers, account and deposit holders, etc.) the Bank is entitled to refer notices and other information to a person whose name is primarily indicated in the respective Agreement on the Customer's part. This person must forward the received information to other persons indicated in the Agreement on the Customer's part.
- 10.1.7. The Bank informs the Customer about any change in the Bank's address or other contact details indicated in the Agreement.
- 10.2. The Customer's notices and information to the Bank.
 - 10.2.1. The Customer gives notices and other information to the Bank in writing to the Bank's address indicated in the Agreement by sending that notice by mail or delivering it to the Bank's representative in person.
 - 10.2.2. The notices indicated in the Terms and Conditions for the Provision of Services and/or the Agreements must be given by the Customers to the Bank by telephone, fax or in such other manner as may be indicated.
 - 10.2.3. In case the Customer provides information and notices to the Bank in connection with the Agreement and/or conclusion thereof verbally (by telephone, etc.) the Bank is entitled to record a conversation.
 - 10.2.4. Should the Customer fail to receive the Bank's notices, information or reports it is entitled to receive from the Bank under the Agreement the Customer must inform the Bank without delay.
 - 10.2.5. The Customer must check the information received from the Bank and in case of revealing any mistakes and discrepancies inform the Bank about that.
 - 10.2.6. The Customer must immediately inform the Bank about any change in the Customer's name, surname, title, residence address, registered office address or address for correspondence, telephone numbers, other contact information, the numbers of Customer's accounts, if they are important in performing under the Agreement, any change of the Customer's representatives, expiration of or restriction on the authorizations granted to the Customer's representatives. In case of failure to perform this obligation the Customer cannot have any claims against the Bank that the Bank's actions based on the latest details of the Customer known to the Bank or in respect of the latest representatives of the Customer known to the Bank do not comply with the Agreement terms and conditions, or that the Customer has not received any notices given based on the latest contact details of the Customer known to the Bank.
 - 10.2.7. The Customer must immediately submit to the Bank information about any material circumstances relating to the performance of the Agreement and submit any documents evidencing the same, irrespective of whether this information has been transmitted to the public registers including, but not limited to, any change of the specimen signature of the Customer or its representative, initiation and institution of bankruptcy, restructuring proceedings against the Customer (legal person), Customer's liquidation, reorganization, reformation, etc.
 - 10.2.8. The Customer must inform the Bank about a loss of the proof of identity means provided to the Customer (passwords, codes, etc.) and a loss of electronic means of payment. In the cases established in the Agreement the Customer must submit that information not to the Bank, but to another person named in the Agreement and/or the Bank's Internet website or indicated by the Bank to the Customer (e.g. payment card processing centre).
- 10.3. All notices and information provided by the Parties to each other shall be in the Lithuanian language, unless otherwise provided in the Agreement.

11. Bank Fees and Other Payments to the Bank

- 11.1. For the use of banking services the Customer must pay the Bank the fees, interest, commissions as well as make other payments as established in the Price-list and/or the Agreement.
- 11.2. The Customer within the fixed terms must also repay the Bank the amounts of financing received from the Bank and cover other expenses related to the provision of banking services (notarial fees, stamp duties, legal expenses, asset valuation fees, fees for making copies of documents and issuing of bank statements, insurance premiums, state's charges, etc.). If those charges have been paid by the Bank the Customer must compensate the Bank in the procedure established by the Bank for such expenses incurred by the Bank. Further in these Rules, unless otherwise agreed in a particular case, the payable charges, interest, commissions, repayable amounts of financing, expenses and other payments due from the Customer to the Bank are collectively referred to as the fees.
- 11.3. The Bank debits the fees from the Customer's accounts indicated in the Agreement and in case of unavailable possibilities to debit the fees from these accounts the Bank is entitled to debit them from other accounts opened by the Customer with the Bank. Funds are debited in the currency indicated in the Agreement or any other currency at the exchange rate set by the Bank. The Bank's right to debit the fees from the Customer's accounts is valid until full payment of the fees to the Bank. The Customer must ensure that on the due date for payment of the fees there is a sufficient amount of money in the Customer's accounts indicated in the Agreement for debiting those fees. The Bank debits the fees in the priority order of the Bank's choice. The Bank is also entitled to demand from the Customer to pay the fees in cash or by money transfer to the account indicated by the Bank.

12. Taxes Charged to the Customer in the Procedure Established by the Legal Acts

- 12.1. For the purpose of this section these taxes include taxes charged by international institutions, state, municipal or other authorities and applicable to the Customer.

- 12.2. The Bank shall not provide tax advice to the Customer. The Customer shall carry out investigation regarding applicable tax with respect to its jurisdiction and legal form by itself or upon advice from independent third-party advisers.
- 12.3. If pursuant to the legal requirements the Bank must declare to the state, municipal or other authorities the amounts paid to the Customer and/or deduct any taxes or other mandatory payments to state, municipal or other authorities from the amounts due from the Bank to the Customer, the Bank shall declare the amounts paid to the Customer and/or shall pay to the Customer only such amount which remains after such deduction.
- 12.4. In determining whether the Bank has an obligation to declare to the state, municipal or other authorities the amounts paid to the Customer and/or deduct the taxes from the amounts paid to the Customer, the Bank relies on information about the Customer possessed by the Bank. The Customer is held liable for providing the Bank with correct, accurate and complete information about Customer's state of residence for tax purposes, Customer's address in that state and other related information. The Bank is entitled to require the Customer to provide evidence that relevant information is correct. If the Customer has provided the Bank with false information or failed to provide the Bank with information about the Customer's state of residence for tax purposes, Customer's address in that state or any other related information or failed to notify the Bank about changes in relevant information, the Bank is entitled to require the Customer to remunerate to the Bank all direct and /or indirect losses incurred by the Bank due to such improper performance of the Customer's obligations.
- 12.5. If specific legal regulation related to the Customer's state of residence for tax purposes pursuant to the legal acts and/or agreements entered into by the Bank with third parties gives a rise to any additional obligations for the Bank, including without limitation, the obligation to report to the tax or other authorities of the relevant state the information about the Customer and/or the services provided to the Customer and/or Customer's financial status, and the Bank incurs any expense related to the performance of such obligations, the Customer shall upon the Bank's request reimburse the expenses incurred by the Bank.
- 12.6. The money amounts due from the Customer to the Bank under the Agreement shall be paid without any deductions for taxes of the state, municipal or other authorities however if the laws require such deductions the Customer must increase the amount due to the Bank in such a way that the net amount received by the Bank would be equal to the full amount which the Bank would have received if such deduction had not been made.

13. Termination. Consequences of Non-performance of the Agreement

- 13.1. The Bank has the right to suspend the provision of banking services and/or unilaterally terminate the Agreement in out-of-court procedure by giving a 10-day prior notice to the Customer:
 - 13.1.1. in the cases established by the laws, the Agreement, and the Terms and Conditions for the Provision of Services;
 - 13.1.2. if the Customer has committed a material breach of the Agreement;
 - 13.1.3. if it turns out that the information and documents submitted by the Customer and based on which the Bank has made a decision to enter into the Agreement are misleading and/or incomplete;
 - 13.1.4. if the Customer has committed a material breach of any other Agreements entered into with the Bank (not applied to the Customers who are consumers);
 - 13.1.5. if bankruptcy and/or restructuring proceedings are initiated or intended in respect of the Customer, the Customer is under liquidation, the creditors of the Customer commence recovery of debts from the Customer, also after discovering that the financial situation of the Customer has essentially deteriorated, the Customer has become insolvent or there occurred any other circumstances likely to have an adverse effect on the Customer's ability to properly perform under the Agreement;
 - 13.1.6. The Customer or any Person related with the Customer, or any of their joint ventures or any of their respective directors, officers, employees, agents or representatives or any other persons acting on any of their behalf, becomes a Restricted Party;
 - 13.1.7. given other important reasons (In the case where the Customer is a consumer the provisions of this item shall not be applied).
- 13.2. The Customer has the right to terminate the Agreement with the Bank in the cases and in the procedure laid down in the laws, the Agreement, and the Terms and Conditions for the Provision of Services.
- 13.3. In case of the Customer's default on the obligations under the Agreement and/or given the grounds for termination of the Agreement, but irrespective of whether the Agreement has been terminated and irrespective of whether the Customer pays default charges and penalties set in the Agreement for the default on obligations, the Bank has the right to:
 - 13.3.1. not to provide banking services to the Customer, and/or;
 - 13.3.2. to suspend the provision of banking services, and/or;
 - 13.3.3. to demand additional security for the performance of the Agreement, and/or;
 - 13.3.4. With regard to the amounts due from the Customer under the Agreement:
 - 13.3.4.1. to demand prepayment;
 - 13.3.4.2. to recover in the manner prescribed by law;
 - 13.3.4.3. by debit orders or in another way acceptable to the Bank to debit from the Customer's accounts and deposits with the Bank;
 - 13.3.4.4. to set off against the Bank's obligations to the Customer;
 - 13.3.4.5. to suspend disbursements from the Customer's accounts or operations with the Customer's securities;
 - 13.3.5. to receive data about the Customer, its accounts and other assets from other persons. In the case where the Customer is a consumer the provisions of this item are applicable in the procedure laid down in the legal acts and /or the Agreement.

14. Processing of Customer's Personal Data

- 14.1. The provisions of this section are applicable when the Bank Customer is a private individual. Customer's personal data is any information relating to the Customer whose identity is known or can be identified, directly or indirectly, by reference to such data as a personal number, one or more factors specific to its physical, physiological, psychological, economic, cultural or social identity.
- 14.2. The Customer agrees that the Bank or other persons chosen by the Bank process the Customer's personal data, including, but not limited to, its personal number for the following purposes:
 - 14.2.1. Verification of data and information submitted by the Customer to the Bank and required for the conclusion of the Agreement and/or the provision of banking services;
 - 14.2.2. Administration of the Agreement and/or services being provided by the Bank to the Customer, control over the performance and accounting of the Customer's obligations;
 - 14.2.3. Assessment of the Customer's solvency and debt management – if the services where it is required to assess the Customer's solvency are provided to the Customer;
 - 14.2.4. Direct marketing of the services and products of the Bank and/or the Bank's group (except a personal number);
 - 14.2.5. Performance of the Bank's duties established in the legal acts;
 - 14.2.6. For other purposes provided in the legal acts.
- 14.3. The Customer's personal data are stored until expiry of the Agreement with the Customer and for a period of time set by the Bank after expiry of the Agreement, but no longer than permitted by the laws of the Republic of Lithuania. The duration of storing the Customer's personal data used for the purposes of direct marketing is established by the Bank.
- 14.4. The Customer also agrees that in case the Bank has not passed a positive decision to grant a credit or provide other financing services to the Customer the Bank stores and uses the Customer's data (subject to update thereof) for the above-mentioned purposes for the time period set by the Bank, if during the data storage period the Customer repeatedly applied to the Bank for financial services.
- 14.5. For the purposes of assessing the Customer's solvency, verification of documents presented by the Customer, debt management and control over the performance and accounting of the obligations under the Agreement, administration of the Agreement the Bank is entitled to ask that the third parties, including the state institution, provide the Bank with information and data possessed by them about, including without limitation, the Customer's accounts, deposits, other assets, financial liabilities and collaterals as security for the performance of obligations.
- 14.6. The Customer has the right to:
 - 14.6.1. At any time, including the moment of concluding the Agreement, without any adverse effects on the Customer not to give its consent to data processing for the purpose of direct marketing. The Customer informs the Bank about giving no consent to the processing of its data for the purpose of direct marketing in the form acceptable to the Customer;
 - 14.6.2. In accordance with the laws of the Republic of Lithuania to get familiar with its personal data, demand to correct inaccurate, incomplete and untrue personal information.
- 14.7. The Bank undertakes to take every adequate measure to ensure the Customer's data security.

15. The Bank's Secret

- 15.1. All the following data and information known by the Bank about the following is deemed to constitute the Bank's secret:
 - 15.1.1. The accounts held by the Customer with the Bank, balances in these accounts, operations effected by the Customer with the funds available in its account, the terms and conditions of the Agreements whereby the accounts have been opened to the Customer;
 - 15.1.2. The Customer's debt obligations to the Bank, the terms and conditions of the Agreements wherefrom those debt obligations have arisen;
 - 15.1.3. Other financial services provided to the Customer, the terms and conditions of the Agreements under which these financial services are provided;
 - 15.1.4. The Customer's financial situation and assets, activity, business plans, debt obligations to or transactions with other persons, the Customer's commercial (manufacturing) or professional secrets.
- 15.2. The information constituting the Bank's secret may be disclosed to the third persons only in the cases established by the laws, these General Rules and/or the Agreement, and/or only upon the receipt of the Customer's consent
- 15.3. The Bank has the right to provide the information constituting the Bank's secret to the persons who provide ancillary services to the Bank if due to the specifics of such services it is necessary to disclose the information constituting the Bank's secret. In this case the Bank will ensure that those third parties commit themselves not to disclose the information constituting the Bank's secret.

16. Confidentiality

- 16.1. Any information about the negotiations between the Bank and the Customer on the conclusion of the Agreement and/or the provision of banking services, the terms and conditions of the Agreement and the terms and procedure for the provision of banking services to the Customer, the course of negotiations, information received from the other Party in the course of negotiations as well as in the course of performing under the Agreement is confidential and shall not be disclosed to other persons without the other Party's consent, except for the cases established in the laws of the Republic of Lithuania, the Agreement and the present General Rules.
- 16.2. The Bank has the right to inform the third persons if the Customer fails to fulfil or properly fulfil the obligations stipulated in the Agreement. (In case where the Customer is a consumer the provisions of this item are applicable in the procedure laid down in the legal acts).
- 16.3. The Bank has also the right to provide information about the Customer possessed by the Bank to the companies which are the members of the Bank's group if the Customer applies to the Bank's group companies for the purchase of services or products from them. (In case where the Customer is a consumer the provisions of this item

are applicable in the procedure laid down in the legal acts and/or subject to the receipt of a consent of the Customer – natural person).

- 16.4. The Bank has the right to disclose the confidential information to the persons who provide ancillary services to the Bank if due to the specifics of such services it is necessary to disclose the confidential information. In this case the Bank shall ensure that those third persons commit themselves not to disclose the confidential information.
- 14.5. Information about the Party is not considered confidential if:
- 14.5.1. it was already available to the public at the time it is received or become known;
 - 14.5.2. it has become publicly available or known not through the fault of the other party;
 - 14.5.3. it has been received from a third person who obtained that information otherwise than by breach of the obligation of confidentiality;
 - 14.5.4. it cannot be considered confidential in accordance with the laws of the Republic of Lithuania;
 - 14.5.5. it is not considered confidential under a written statement of the party who has provided that information.

17. Security for the Fulfilment of Customer's Obligations

- 17.1. The funds available in the Customer's accounts opened with the Bank, deposits, securities, other assets receivable from the Bank, including the Customer's rights of claim against the Bank, are considered to have been provided to the Bank as the security for the fulfilment of the Customer's obligations to the Bank under any Agreement.

18. Unjust Enrichment and Mistakes

- 18.1. The Customer must return to the Bank any money amounts, securities and other assets unreasonably received from the Bank. The Bank has the right, without separate consent of the Customer, to debit from the Customer's accounts and deposits any money amounts or securities unreasonably received from the Bank.
- 18.2. If in the course of providing banking services incorrect entries have been made by mistake in the Customer's accounts the Bank has the right without separate consent of the Customer, to correct those entries.
- 18.3. The Customer must inform the Bank without delay when it finds out about any money amounts, securities or other assets unreasonably received from the Bank or when it finds out about incorrectly effected operations in the Customer's accounts, and/or incorrect entries made in the Customer's accounts.

19. Expiration Date on a Non-business Day

- 19.1. In case the last day before the expiration date of the terms for performing the Customer's - natural person's obligations under the Agreement is a non-Business Day or public holiday the Business Day following that non-Business Day or public holiday is considered to be the expiration date of the term for performing the Customer's obligation, unless otherwise provided for in the Agreement.
- 19.2. In case the last day before the expiration date of the term for performing the Customer's - legal person's obligations under the Agreement is a non-Business Day or public holiday the Business Day following that non-Business Day or public holiday is considered to be the expiration date of the term for performing the Customer's obligation, unless otherwise provided for in the Agreement.

20. Netting

- 20.1. The Bank has the right of set-off in respect of homogeneous counter-claims of the Customer. The Bank informs the Customer about such set-off.
- 20.2. Without the Bank's consent the Customer has the right of set-off in respect of homogeneous counter-claims of the Bank, subject to prior notification given to the Bank, only in case where the Customer's claims have been approved by court decision if the latter has already entered into force.

21. Liability

- 21.1. The liability of the Parties is established in accordance with the Agreement and/or the laws of the Republic of Lithuania.
- 21.2. The Bank is not liable for the Customer's losses resulted through the Customer's fault and/or from lawful actions of the Bank.
- 21.3. The Customer understands that certain services of the Bank involve risks (e.g.: deals on money market instruments, foreign currency, securities, financial futures and options, etc.). When making such deals the Customer assumes a possible risk of losses and will not have any claims against the Bank for any losses incurred.

22. Force Majeure

- 22.1. The Party shall not be held liable for a default under the Agreement if it proves that the same has occurred due to the circumstances which it could not control and reasonably foresee at the moment concluding the Agreement and that it could not prevent the occurrence of these circumstances or their consequences. The event where the Party to the Agreement has no necessary financial resources or its contrahents default on their obligations is not deemed force majeure.
- 22.2. If any circumstance preventing the performance of the Agreement is temporary then the Party is released from the liability for a reasonable period taking into account the impact of that circumstance on the performance of the Agreement.
- 22.3. The defaulting Party must notify the other Party of the occurrence of force majeure circumstances and their impact on the performance of the Agreement. If the other Party does not receive this notification within a reasonable period of time during which the defaulting Party found out or had to find out about that circumstance, the latter must indemnify the losses incurred by the other Party due to the non-receipt of notification.

22.4. The existence of force majeure circumstances does not deprive the Bank of its right to terminate the Agreement and/or suspend its performance, and/or demand early payment of all amounts of financing provided to the Customer and payment of interest, as well as payment of any other amounts and fees payable to the Bank.

23. Investigation of the Customer's Complaints

- 23.1. The Customer has the right to submit complaints against the Bank about the provision of banking services.
- 23.2. The Bank will investigate the Customer's complaints within a period reasonably required for investigation of a specific complaint.
- 23.3. Upon investigation of the Customer's complaint the Bank will inform the Customer about the results of the Customer's complaint investigation.

24. Dispute Resolution

- 24.1. Any disputes arising from the Agreement are settled in accordance with the laws of the Republic of Lithuania and in the courts of the Republic of Lithuania. Notwithstanding the aforementioned provisions, the Bank in order to protect the infringed interests of the Bank has the right to initiate and conduct cases against the Customer in the place where the Customer resides or has its registered office, assets or any part thereof, an affiliate or representative office, including in foreign countries.

25. Replacement, Implementation and Upgrade of the Bank's Core Information Systems and Related Amendment to the General Rules

- 25.1. **Until 31/12/2015** the Bank will be replacing the banking information systems used by the Bank to provide banking services to its Customers.
 - 25.2. The Bank will pre-inform its Customers about the scheduled dates of changes in the information systems by publishing them on the Bank's Internet website.
 - 25.3. Changes in the banking information systems may cause temporary disruption of services provided to the Customers. In order to avoid losses the Customers must take all necessary measures to prepare for possible disruption of the Bank's services. The Bank shall not be liable for any costs or indirect losses incurred by the Customer in connection with disruption of the Bank's services.
 - 25.4. Replacement of the Bank's information systems is carried out by the Bank in stages by gradual migration to a new information system of those Customer data that are required for the provision of the Bank's services and that were not transferred during the previous stages of the systems replacement. The Bank informs the Customer about the Customer data migration completed in each stage by mail and/or e-mail, telephone or other means of telecommunication, and/or via Internet banking system, and/or other means, and/or by publishing information on the Bank's Internet website.
 - 25.5. Information on the changes in the terms and conditions and/or procedure for providing the Bank's services to the Customer is made publicly available on the Bank's Internet website and at the Bank's outlets.
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