

## LUMINOR BANK AB GENERAL SERVICE RULES

These Luminor Bank AB General Service Rules (N) are applied to the relations of the parties when providing services according to the Agreements:

1. That are concluded between Nordea Bank AB Lithuania Branch and the Customer until 30/09/2017 (inclusive);
2. That are concluded between Luminor Bank AB and the Customer starting from 01-10-2017, if they (or annexes thereto) contain a reference that Luminor Bank AB General Service Rules (N) are applied.

The version shall be valid from 01 August 2018

### 1. DEFINITIONS

- 1.1. **Bank** – Luminor Bank AB, registered office Konstitucijos ave. 21A, 03601 Vilnius, Lithuania, company code 112029270, VAT payer's code: LT120292716, SWIFT/BIC code: NDEALT2X, registered with the Register of Legal Entities of Republic of Lithuania, maintained by the Centre of Registers, telephone: +370 52 361 361, fax: + 370 5 2361 362, el-mail address info@luminor.lt, www.luminor.lt.
- 1.2. **Bank's website** – the Bank's website [www.luminor.lt](http://www.luminor.lt).
- 1.3. **Bank's Group Member** – a person directly or indirectly controlled by the Bank or a person which has direct or indirect control over the Bank or any other person directly or indirectly controlled by the same person which has direct or indirect control over the Bank.
- 1.4. **Bank's services** – financial services and/or other services provided by the Bank to the Customer.
- 1.5. **Banking day** – a calendar day, except official public holidays and/or days-off (Saturdays and Sundays).
- 1.6. **General Rules** – these general service rules governing the provision of the Bank's services and customer service as amended, making an integral part of the Agreement.
- 1.7. **Business day** – any day except days off and holidays.
- 1.8. **USA customer** - means a natural or legal person who has concluded an Agreement with the Bank and/or uses the Bank's services and is identified based on the criteria set forth in the Instructions Regarding USA Customers.
- 1.9. **Instructions Regarding USA Customers** - means the instructions provided in Annex 1 to the General Rules.
- 1.10. **Price-list** (in some of the Bank's documents may be referred to as the **Fees**) – a list of charges for the Bank's services and operations, which makes, including any amendments or additions, an integral part of the Agreement.
- 1.11. **Customer** – a natural or legal person that has entered into the Agreement with and/or uses the Bank's services.
- 1.12. **Customer identification means** – means that are used, in the manner agreed by the Bank or between the Bank and the Customer, for the identification of the Customer or his representative: a personal document of the Customer or his representative, code and any other means (passwords, keys, generators etc.).
- 1.13. **Commission fee** – charges payable by the Customer to the Bank for the Bank's services provided to and the transactions executed for the Customer.
- 1.14. **Beneficiary** – a natural person who is the owner of the Customer (a legal person or a foreign company) or by whom the Customer is controlled and/or a natural person on whose behalf the transaction, activity or payment is carried out.
- 1.15. **Reference exchange rate** – a currency exchange rate, which is made available by the Bank or comes from a publicly available source specified by the Bank used for the currency conversion.
- 1.16. **Signature and Seal Sample Card** – a document in the form established by the Bank in which the Customer, a legal person, specifies the persons entitled to dispose of the funds either jointly or individually.
- 1.17. **Service Provision Rules** – special rules governing the provision of specific services of the Bank as amended, forming an integral part of the Agreement. In case of discrepancies between the General Rules and the Service Provision Rules, the provisions of the General Rules shall apply, unless the

Service Provision Rules contain explicit clauses of non-application of the General Rules or specific provisions thereof.

- 1.18. **Agreement** – an agreement by and between the Bank and the Customer for the provision of the Bank’s services establishing conditions of provision of specific services and incorporating these General Rules, the Price-list and the Service Provision Rules (if any) for a specific service including any annexes and related documents forming an integral part of the agreement (irrespective of whether this has been provided for in the agreement).
- 1.19. **Consumer** – a customer (natural person) who acts for purposes other than his trade, business or professional activities.

## **2. CONCLUSION OF AGREEMENTS AND PROVISION OF SERVICES**

- 2.1. The Agreement shall be concluded if the Customer is willing to receive Bank’s services. The Agreement shall be deemed to be concluded when the Bank and the Customer agree on the terms of the Agreement, except for the cases where Agreement provides that the Agreement shall be deemed to be concluded after both parties (representatives of parties) sign the Agreement and/or after the document in the form required by the laws (when specific transaction form is required by the laws) is executed. When Agreement is concluded using telecommunication means, it is deemed to be concluded after the Customer confirms the Agreement with identification means provided by the Bank or when both parties sign the agreement using the electronic (mobile) signature.
- 2.2. In cases explicitly referred to in these Rules, the Bank shall have the right to refuse to conclude the respective Agreement, to provide the Bank’s services or perform other actions related to the provision of the Bank’s services. Unless provided otherwise by the legal acts of the Republic of Lithuania, the Bank shall have the right to refuse to provide the Bank’s services if it has reasonable grounds to assume that the conclusion of the Agreement may lead to a violation of the Bank’s, Customer(s)’s or public lawful interests without specifying the reasons and motives for such refusal; the Bank may also select persons to conclude or refuse agreements with.
- 2.3. Different rules are applied by the Bank to USA Customers concerning the provision of services and products established in the Instructions Regarding USA Customers.
- 2.4. The Bank shall have the right not to provide the Bank’s services in case of failure of interbank settlement systems or global interbank financial markets, lowered liquidity of markets, or other extraordinary market conditions or other valid reasons or in cases where the risk involved is unacceptable to the Bank.

## **3. DOCUMENTS SUBMITTED TO THE BANK. CUSTOMER’S SIGNATURE**

- 3.1. Only original documents shall be submitted to the Bank unless otherwise specified by the Bank.
- 3.2. Documents drawn up in the name of the Customer and submitted to the Bank shall be signed by the Customer or his legal representative. The Bank shall have the right to request that the Customer or the Customer’s representative signs the documents at the Bank in the presence of the Bank’s employee and where the documents are drawn up and/or signed in the premises other than the Bank’s premises and not in the presence of the Bank’s employee, the signature of the Customer or his representative on the documents shall be certified by a notary.
- 3.3. Where the Customer uses electronic and/or telecommunication instruments, any instructions and other documents submitted to the Bank shall be approved according to the procedure stipulated in the Agreement, by an electronic signature and/or passwords and/or codes granted to the Customer and/or other Customer identification means in accordance with the procedure determined by the Bank. Documents, instructions and Agreements approved by such means shall have the same legal effect as the Customer’s documents signed by hand and attested by seal (where applicable).
- 3.4. The Bank shall have the right to request that any documents drawn up in a foreign country are legalized or apostilled.
- 3.5. Where documents submitted to the Bank have been drawn up in a language other than the Lithuanian language, the Bank shall have the right to request that the translation of such documents into the Lithuanian or any other language acceptable to the Bank is provided. The translation of the document shall be certified by a translator and the authenticity of the translator’s signature – by a notary.

- 3.6. Any costs related to the drawing up, delivery and submission of the documents to the Bank, translation, notarial certification and/or legalization of the documents or obtaining an Apostille shall be borne by the Customer.
- 3.7. The Bank shall have the right to retain and store notarized copies of documents or, if possible, the original documents submitted by the Customer. If the Bank does not retain the originals or notarized copies of documents, the Bank shall have the right to make and retain copies of the documents submitted by the Customer. The Bank shall have the right to approach third parties including public authorities and diplomatic representative offices of foreign countries in order to assure that the documents and the data contained therein are true and to verify the information in official public sources (registers). The Customer agrees to respect and not to object to such right of the Bank.
- 3.8. The Bank presumes that the documents submitted by the Customer are authentic, true, valid and correct. If the Customer submits documents to the Bank that do not comply with the requirements of legal acts and/or the requirements set by the Bank, or should the Bank have reasonable doubts over the authenticity or accuracy of presented documents the Bank shall be entitled to refuse executing the Customer's orders and/or request the Customer to submit additional documents.

#### **4. CUSTOMER IDENTIFICATION. REPRESENTATION OF THE CUSTOMER**

- 4.1. Before signing the Agreement and/or providing the Bank's services, the Bank shall have the right to request the Customer to submit documents required for the conclusion of the Agreement and/or identification of the Customer and the information required by the Bank. The Bank shall have the right to take any legal measures to identify the Customer and/or his/her representative and/or the Beneficiary.
- 4.2. The Bank shall identify the Customer and/or his/her representative and/or the Beneficiary according to the procedure established in the General Rules and in the legal acts.
- 4.3. The Bank shall establish identity of a natural person based on a valid personal ID document bearing the Customer's photograph and signature, full name, personal ID number, and other identity information. The Bank shall establish identity of a natural person based on one of the following documents:
  - 4.3.1. Personal ID card (applicable to citizens of the Republic of Lithuania);
  - 4.3.2. passport;
  - 4.3.3. residence permit in the Republic of Lithuania (temporary or permanent).
  - 4.3.4. the Bank shall be entitled not to accept personal identification documents other than those referred to above.
- 4.4. The Bank shall establish the identity of a legal person by its name, legal form, registered office address, legal person's ID (if any) or another code assigned by the Legal Persons' Register, types of activities of legal persons, purposes and objects of business, the Beneficiary/Beneficiaries, documents proving the origin of funds used for the payment transaction, nature of business/commercial activities and other information identifying a legal person. The identity of a legal person's representative shall be established according to the procedure set out in paragraph 4.3 and/or according to the Signature and Seal Sample Card provided by the Customer to the Bank.
- 4.5. Identification of a legal person shall be based on the following documents:
  - 4.5.1. registration certificate;
  - 4.5.2. articles of association / statute / other documents of incorporation;
  - 4.5.3. Signature and Seal Sample Card;
  - 4.5.4. any other documents acceptable to the Bank.
- 4.6. Apart from the Customer, a duly authorized legal representative of the Customer may use and dispose of the funds and other assets of the Customer held in the Bank, give instructions on behalf of the Customer and/or otherwise represent the Customer. A legal person shall carry out any actions in the Bank only through its representatives.
- 4.7. The Customer's representative may represent the Customer if such representative presents a document to the Bank to evidence the authorizations granted to him/her (an agreement, power of attorney, etc.). The Bank shall accept only such authorization evidencing documents that clearly and unequivocally identify the Customer, the Customer's representative and the authorizations granted to the representative and meet the requirements set for the form and content of such documents in the legal acts. The Bank shall be entitled to refuse to accept any documents that do not comply with the provisions of this paragraph.

- 4.8. In case of any doubts over the legitimacy of the Customer's representation or the actions of the Customer's representative and in order to protect the Customer's interests, the Bank shall have the right to request the Customer to conclude the Agreement or to use the Bank's services in person or to confirm, in a manner acceptable to the Bank, that the actions intended by the Customer's representative correspond to the true will of the Customer.
- 4.9. The persons specified in the Signature and Seal Sample Card submitted by the Customer to the Bank shall have the right, on the conditions specified therein (including any restrictions), to dispose of the funds of the Customer – a legal person – held in the Customer's accounts with the Bank, give instructions to the Bank on the Customer's behalf, receive information on the transactions executed in the account and take other actions on the Customer's behalf:
  - 4.9.1. where the Customer – a legal person has not specified the rule of quantitative representation in the Signature and Seal Sample Card, it shall be deemed that any person specified in such card as a representative with the right of first signature may dispose of the Customer's funds held in the Accounts with the Bank. Where the rule of quantitative representation has been specified, the Customer's representatives shall be entitled to dispose of the Customer's funds held in the Customer's Accounts with the Bank only by acting jointly according to the rule specified in the Signature and Seal Sample Card. The representatives specified in the Signature and Seal Sample Card may only be replaced by filling a new card, which shall be signed by the chief executive officer of the Customer that is a legal person.
  - 4.9.2. The Signature and Seal Sample Cards held by the Bank do not grant the persons specified therein the right to conclude agreements with the Bank on behalf of the Customer that is a legal entity, use other services of the Bank or represent the Customer otherwise except for the right to dispose of the Customer's funds held in the Customer's Accounts with the Bank if it is done not through the electronic/internet banking.
- 4.10. The Bank shall be entitled to refuse to accept from the Customer or the Customer's representative any documents that do not meet the requirements of legal acts and/or the Bank or in case where the Bank has reasonable doubts over the truthfulness or correctness of the documents presented and/or the documents do not contain sufficient data to identify the Customer and/or the Customer's representative. The Bank shall have the right to temporarily suspend fulfilment of the requests and/or instructions given by the Customer's representatives while the documents evidencing the representative's authorizations are being checked. The Bank shall have the right to request additional documents required for the Customer identification.
- 4.11. The Bank shall also have the right to identify the Customer by electronic identification means, verbally, by telephone or otherwise if such method reasonably seems sufficient for the Bank and/or respective technical means are available.
- 4.12. The Customer shall immediately notify the Bank in writing of a theft or other loss of his/her personal ID documents or other documents that have been submitted to the Bank or of an identification instrument granted thereto by the Bank.
- 4.13. The Customer shall immediately notify the Bank in writing of the withdrawal of authorizations granted to the Customer's representative. Any instructions given or actions taken by the Customer's representative prior to receipt of such notice shall be deemed to be taken on the Customer's behalf and the Customer shall not contest such instructions/actions.

## **5. COMMISSION FEES, INTEREST RATES, CURRENCY EXCHANGE**

- 5.1. In consideration for the Bank's services, transactions executed or other actions performed by the Bank, the Customer shall pay the Commission fee, interest and any other charges specified by the Bank. The rates of the Commission fees and interest shall be specified in the Price-list. The Commission fee shall be paid in the currency specified in the Price-list.
- 5.2. By a separate agreement the Bank and the Customer may agree on non-application or modifications of the charges specified in the Price-list or agree on other charges not specified therein.
- 5.3. Customers who are employees of the companies which have signed cooperation contracts with the Bank regarding the transfer of salary and/or card issue shall be subject to special Commission fees indicated in the Pricelist. The Bank will no longer apply special Commission fees for the employees of the

companies which have signed cooperation contracts with the Bank regarding the transfer of salary and/or card issue from the next Banking day after:

- 5.3.1. the Bank receives information about the terminated employment relations between the Customer and the company which has signed cooperation contract with the Bank regarding the transfer of salary and/or card issue; or
  - 5.3.2. the cooperation contract with the Bank regarding the transfer of salary and/or card issue between the Bank and the company which is the Customer's employer has expired; or
  - 5.3.3. the company which has signed a cooperation contract with the Bank regarding the transfer of salary and/or card issue or the Customer for more than sixty (60) calendar days does not transfer the salary and/or other amounts payable to the Customer to the Customer's Account.
- 5.4. The Bank may debit the amount of the Commission fee from the Customer's Account opened with the Bank without the Customer's specific consent in accordance with the procedure provided by the Payment Services Rules. In cases established by the Bank, the Commission fee may be paid in cash or by transfer to the account specified by the Bank.
- 5.5. When under the Lithuanian law or other countries' tax law (where applicable), the Bank is responsible for the deduction and payment of taxes such as income tax at source or other taxes on the amount payable by the Bank to the Customer or on other amounts related to the conclusion or execution of the Agreement or any amendments thereto or any legal relations connected therewith, the Customer shall grant the right for the Bank to debit the Customer's Accounts with the Bank with any amount required under the law. If the Bank has to pay the taxes referred to above, the Customer shall indemnify the Bank for any such expenses and shall pay the annual interest as stated in the Price-list for the period from the date on which the Bank made the payment until the indemnification date/date of debiting from the Customer's account.

## **6. PROCESSING PERSONAL DATA OF THE CUSTOMER OR CUSTOMER'S REPRESENTATIVE**

- 6.1. The Bank shall process personal data of the Customer or Customer's representative following the terms and procedure defined by the Privacy Policy of the Bank. The Privacy Policy is published on the Bank's website: <https://www.luminor.lt/lt/privatumo-politika>

## **7. CONFIDENTIALITY. THE BANK'S SECRET**

- 7.1. The terms and conditions of the Agreement concluded by and between the Customer and the Bank shall be confidential, except for these General Rules, and shall not be published without the written consent of the Customer and the Bank, except for the cases established by laws of the Republic of Lithuania and by the Agreement, and disclosure of the information to the Bank's Group Members and receipt of the information from such companies.
- 7.2. The Bank's secret shall include any information known to the Bank about:
- 7.2.1. Accounts held by the Customer, account balances and transactions carried out therein;
  - 7.2.2. agreements signed with the Bank and the Bank's services provided to the Customer as well as terms and conditions of such agreements and/ or services of the Bank (except for the publicly available General Rules) and the Customer's debt obligations to the Bank;
  - 7.2.3. financial condition and assets of the Customer, trade, production or professional secrets of the Customer, business plans of the Customer, debt obligations of the Customer to third parties.
- 7.3. The Bank shall have the right (or the duty) to disclose the information deemed to be the Bank's secrecy to:
- 7.3.1. the Customer or, subject to the Customer's written consent, to third parties, in such an extent and to such parties as specified in the Customer's consent;
  - 7.3.2. persons or institutions under the procedure established by law if the Bank has the statutory duty to provide such information;
  - 7.3.3. any company providing the Bank with the services of drafting/sending of documents;
  - 7.3.4. any third parties in case of undue fulfilment or non-fulfilment of the Customer's payment obligations under the Agreement;
  - 7.3.5. third parties related to the fulfilment of the Agreements or to the provision of the Banking

services to the Customer in order to properly fulfil the Agreement and/or to provide the Banking services;

7.3.6. persons Related to the Bank;

7.3.7. In the cases provided by the Agreements.

- 7.4. The Bank shall be entitled to collect information, either directly or by hiring other persons, about the Customer from third parties.
- 7.5. The Bank shall take any appropriate, reasonable and justified measures to protect the information constituting the Bank's secrets.
- 7.6. The Customer shall, at conclusion and throughout the term of the Agreement as well as upon termination/expiry thereof, any information received by/provided to the Customer keep and treat as confidential and shall not disclose such information to third parties without the Bank's consent, except for the cases established by law. The Customer shall also ensure protection of confidential information.

## **8. LIABILITY**

- 8.1. The Bank shall be liable for improper provision of services under the laws and these General Rules. The Bank shall only be liable for direct losses of the Customer incurred through the Bank's fault.
- 8.2. The Bank shall not be held liable for losses incurred by the Customer due to incorrect documents, data or orders submitted to the Bank and for criminal or illegal actions by the Customer and/or by third parties inflicting damage upon the Customer or another person. The Customer shall be liable for any losses of the Bank incurred due to incorrect information or orders submitted to the Bank and due to the Customer's failure to fulfil his obligations under the Agreement.
- 8.3. The Bank shall not be liable for the Customer's losses incurred due to changes to the exchange rates.
- 8.4. Should the Customer fail to fulfil its obligations to the Bank or fulfils them improperly, the Customer shall pay a penalty to the Bank as specified in the Agreement and/or Lithuanian legal acts.
- 8.5. The Bank's or the Customer's liability shall not apply in case of extraordinary and unforeseen circumstances beyond control of the party (the Bank or the Customer) requesting release from the liability due to such circumstances, the consequences of which would be unavoidable despite any attempts to avoid them as well as in cases established by legal acts governing the Bank's operations.
- 8.6. A party to the Agreement (the Bank or the Customer) which is prevented from fulfilment of its obligations under the Agreement by force majeure events shall notify the other party (the Bank or the Customer) no later than within 10 (ten) days. The party delaying in giving such notice to the other party (the Bank or the Customer) or failing to notify shall forfeit the right to rely upon force majeure events as the grounds for release from responsibility for untimely fulfilment or non-fulfilment of obligations and indemnification for losses. In case of occurrence of force majeure events, the fulfilment of obligations by the Customer and the Bank shall be postponed for the period agreed between the Customer and the Bank, without granting the right to terminate or cancel the Agreement. Where force majeure lasts longer than three months, the Customer or the Bank may terminate the Agreement by giving a written notice to the other party.
- 8.7. In case of a debt, the Customer shall indemnify the Bank for any costs and expenses related to the recovery of the debt under the Agreement and these General Rules.

## **9. INVESTIGATION OF CUSTOMER COMPLAINTS AND APPLICATIONS**

- 9.1. Customer complaints and applications relating to the services provided by the Bank shall be investigated by the Bank.
- 9.2. The Customer shall send a complaint/application in writing to the address: Konstitucijos ave. 21A, LT-03601 Vilnius, Lithuania; by e-mail to: info@luminor.lt; sent from the "e-mail" column of the Bank's electronic banking system or in another form specified by the Bank.
- 9.3. The complaint/application shall contain the circumstances and facts and documents (originals or certified copies) confirming the facts and circumstances set out in the complaint/application. Where the Customer's complaint is based on documents not available to the Bank, such documents or certified copies thereof shall be appended to the complaint.
- 9.4. The Bank shall investigate the complaints/applications concerning the provision of the Bank's services

within 14 (fourteen) calendar days from the date of receipt thereof unless otherwise provided by other legal acts of the Republic of Lithuania or European Union. The Bank shall notify the Customer in writing if it is impossible to investigate the Customer's complaint/application within the said term due to its complexity or because more data needs to be obtained from third parties for the investigation, or where a longer term for investigation is required for other reasons.

- 9.5. In case the Customer does not accept the Bank's response to the complaint/application or if the Bank failed to respond within the above time limit, the Customer may within one year's term from application to the Bank apply to the Bank of Lithuania (address: Supervision Service of Bank of Lithuania Žirmūnų str. 151, LT-09128, Vilnius, website: [www.lb.lt](http://www.lb.lt)), which investigates disputes between financial institutions and consumers on the out-of-court basis. The Customer shall also have the right to apply to a competent court of the Republic of Lithuania following the procedure provided by laws of the Republic of Lithuania.

## **10. DISRUPTIONS IN THE INFORMATION SYSTEMS**

- 10.1. The Bank shall ensure continuous and quality functioning of the internet banking system and the Bank's website (to the extent it depends on the Bank). However, the Bank shall have the right to upgrade its information systems and eliminate any drawbacks found, even if this may cause and/or causes short-term disruptions in the provision of services to the Customers.
- 10.2. In case of extraordinary circumstances or important reasons the Bank may undertake elimination of failures in the information systems at any time in order to avoid any potential or higher losses of the Customer and/or the Bank. In such case, the works in the information systems shall be carried out within the shortest possible time.
- 10.3. Where required or unavoidable, the provision of any services of the Bank related to the operation of the information systems shall be suspended during the periods of upgrading of and/or elimination of failures in the information systems. The Bank shall not be liable for the Customer's losses arising from the Customer's inability to use the Bank's services due to the upgrade of the Bank's information systems and/or elimination of its failures performed by the Bank.

## **11. VALIDITY, AMENDMENTS AND TERMINATION OF THE AGREEMENT**

- 11.1. The Agreement shall enter into effect from the moment of signing and shall remain effective without any fixed period of time unless otherwise stipulated by the Agreement. These General Rules shall remain in effect until they are amended or annulled.
- 11.2. The Agreement as well as any amendments and annexes thereto shall be signed by the Parties and sealed (where the Customer is a legal person using or obliged to use a seal) with the exceptions stipulated in the Agreements. Duly approved amendments to the Agreement or annexes thereto shall make an integral part of the Agreement.
- 11.3. In case if any of the provisions of the Agreement is invalid, incorrect or not practicable, the remaining provisions of the Agreement shall remain in full force and effect. The Parties shall replace the corrupt provision with another provision closest in its purport to the ineffective one.
- 11.4. The General Rules, standard provisions of the Service Provision Rules, and the Price-list may be amended by the Bank's decision. The amended General Rules, standard provisions of the Service Provision Rules, and the Price-list shall take effect and become applicable after 60 (sixty) calendar days from the relevant announcement on the Bank's website and/or the internet banking system, and/or the Bank's branches. The Customer shall get acquainted, by any chosen method, with the new versions of the General Rules, the standard provisions of the Service Provision Rules, and the Price-list. Publication of information on amendments to the General Rules, the standard provisions of the Service Provision Rules, and the Price-list in the Bank's website and/or the Bank's offices shall be deemed to be a due written notice to the Customer except for the cases imperatively stated in the Lithuanian legal acts and/or in the Agreement, where the Bank must inform the Customer about changes in the service provision terms in person (i.e. by serving the notification by hand delivery or by mail, or by posting the notification through the internet banking system).
- 11.5. The Bank shall be entitled to make amendments to the General Rules, the standard provisions of the

Service Provision Rules, and the Price-list on a unilateral basis, without a separate written agreement between the Bank and the Customer (including provisions that may only be amended by written agreement between the Bank and the Customer), if such amendments do not deteriorate the Customer's position or are required for the Bank to comply with the requirements of legal acts regulating activities of the Bank, and shall apply such amendments immediately, or the Bank may set shorter time-limits for notification than those referred to in paragraph 11.4.

- 11.6. It shall be deemed that the Customer agrees with the said amendments if before the effective dates of the amendments under paragraph 11.4 the Customer does not submit his/her written notice of disagreement to the Bank. If the Customer notifies the Bank of his/her disagreement to the amendments prior to the effective date of the amendments, the Customer shall have the right to terminate the Agreement, covering the amended General Rules or the relevant Service Rules, immediately and without payment of any Commission fees but subject to performance of all obligations under the Agreement. The Agreement concluded between the Bank and the Customer shall be deemed to be terminated from the date of receipt of such written notice from the Customer by the Bank. Should the Customer fail to exercise this right, it shall be deemed that the Customer agrees to the amendments and afterwards the Customer shall not be entitled to make claims to the Bank concerning such amendments.
- 11.7. In cases where the Customer submits a proposal or request to the Bank to amend the terms and conditions of the Agreement, such proposal or request shall not be binding upon the Bank and shall not give rise to any legal consequences until the Customer and the Bank sign the respective document on amendments to the terms and conditions of the Agreement.
- 11.8. It shall be deemed that the Bank refuses to amend the terms and conditions of the Agreement if the Bank provides a reply to the Customer denying the request or if no respective document on amendments to the Agreement are signed by the Bank and the Customer within 30 (thirty) days from the date of receipt of the Customer's proposal/request for amendment at the Bank.
- 11.9. Unless otherwise provided by the Agreement, the Customer or the Bank shall have the right to terminate the Agreement on a unilateral and out-of-court basis by giving the other party 5 (five) days' written notice in case of a material breach of the Agreement by the other Party.
- 11.10. It shall be deemed that The Customer has materially breached the Agreement if:
  - 11.10.1. at the time of concluding or performing the Agreement, the Customer provides the Bank with incorrect, misleading and/or incomplete information and/or invalid documents or refuses to submit the required information to the Bank;
  - 11.10.2. the Customer fails to submit information to the Bank on changes in the information specified in the Agreement and/or other documents submitted to the Bank;
  - 11.10.3. the Customer fails to notify the Bank of the circumstances that have occurred and might have an adverse effect upon due fulfilment of the Customer's obligations to the Bank;
  - 11.10.4. the Customer has failed to fulfil his/her obligations to the Bank and/or to the Bank's Group Members or other creditors or has fulfilled the obligations improperly and/or inflicted damage upon them;
  - 11.10.5. other circumstances exist that allow to reasonably expect that the Customer will fail to fulfil his obligations under the Agreement or will fulfil them improperly.
- 11.11. Upon termination of the Agreement, actions shall be taken that are provided thereby and that are not affected by the termination of the Agreement.
- 11.12. The Bank shall have the right to take the actions referred to in paragraph 2.2 of these General Rules or to terminate the Agreement if:
  - 11.12.1. the Customer failed to submit or refuses to submit all data and/or documents required for personal identification, the submitted documents are not legalised or apostilled, the content and/or form of the documents does not comply with the statutory requirements and/or the term of validity of the document has expired and/or the data submitted are incorrect or misleading;
  - 11.12.2. the Customer refuses to fill out the forms presented by the Bank;
  - 11.12.3. the Customer has failed to provide, at the Bank's written request and within the time limits set by the Bank, sufficient evidence or documents to justify a legal origin of funds or other assets, the nature of business, the actual owner (Beneficiary) of the funds or other additional data necessary for the Bank to make sure that the intended or current transactions are legitimate or to duly implement the prevention of money laundering and terrorist financing and/or other legal



- requirements, or the Customer has failed to update the data, upon the Bank's request as well as in other cases established by the law;
- 11.12.4. the Customer is in breach of the Agreements concluded with the Bank or with any Bank's Group Member and/or has failed or fails to fulfil his obligations to any other creditors;
  - 11.12.5. based on the data/documents provided, the Bank cannot identify the natural persons actually controlling the Customer (legal entity) and/or the Beneficiary and its business activities;
  - 11.12.6. according to the information available at the Bank, the Customer or shareholders of the Customer (legal entity) or other persons controlling the Customer (legal entity) and its business activities are related to abetting a criminal offence;
  - 11.12.7. the Customer (natural person) is a citizen of a country included on the list of non-cooperative countries and territories established by FATF (Financial Action Task Force on Money Laundering) or the registered office of the Customer (legal person) is registered in such country;
  - 11.12.8. the Bank is aware of other circumstances that allow to reasonably assume that the Bank's services may be used for fraud, money laundering, terrorist financing or other criminal purposes or that the legitimate interests of the Bank, other Customers, or the public may be infringed;
  - 11.12.9. the Customer (natural and/or legal entity) or other persons related thereto are on the list of persons suspected of local or international terrorism, terrorist financing and/or subject to the sanctions established by the institutions of the European Union and/or of other countries.

## 12. NOTIFICATIONS

- 12.1. The Customer and the Bank shall have the right to decide the method of serving notices acceptable to each of them unless the Agreement stipulates otherwise. Any notices (applications, reports, documents, other correspondence or written information) related to the Agreement and execution thereof as well as to the provision of the Bank's services shall be delivered in person or via courier against signature or shall be sent by post or facsimile to the relevant addresses or fax numbers of the parties (the Bank and the Customer) which are specified in the Agreement or which have been specified latest to the other party (the Bank or the Customer) for such purpose under the Agreement
- 12.2. For communication with the Customer the Bank may use other methods not referred to in paragraph 12.1 above including (but not limited to) publishing of information on the Bank's website and through the electronic services provided by the Bank, where such methods have been stipulated in the Agreement or, even if not specified, such methods would ensure more effective provision of information to the Customer.
- 12.3. The Bank shall provide notices and other information to the Customer in the premises of the Bank's branches, the Bank's website or the mass media. Where necessary, the Bank may deliver notices to the Customer by hand, by post, by fax, via e-mail or other means of telecommunications or by other methods – verbally or via electronic means of communication.
- 12.4. Notices provided by the Customer and the Bank shall be deemed to be received:
  - 12.4.1. if served verbally (including by telephone) – at the moment of communication of the notice;
  - 12.4.2. if handed in directly – on the date of delivery;
  - 12.4.3. if sent by post – upon expiry of 5 (five) calendar days (where sent beyond/from the Republic of Lithuania – 14 (fourteen) calendar days) from the date of posting;
  - 12.4.4. if sent by electronic mail, telefax, telephone and other means of communications – on the nearest Business Day in the recipient's country after the sending date;
  - 12.4.5. if published via the Bank's internet banking system – on the approved date of receipt.
  - 12.4.6. In case of multiple recipients of notices under the Agreement (account co-holders etc.), the Bank shall be entitled to forward the notice to any of multiple persons. Such person must forward the information received to other multiple persons referred to in the Agreement.
- 12.5. Upon receipt of a notice or other information from the Bank, the Customer shall immediately check the correctness and accuracy of the information. Should the Customer establish that the information received from the Bank is incorrect or inaccurate, the Customer shall immediately notify the Bank according to the procedure set out in these General Rules.
- 12.6. Each party shall inform the other party of any changes in its particulars specified in the Agreement no later than on the following Business Day. It is deemed that any notification sent according to the latest

information indicated to the party has been duly sent and any obligation fulfilled based on such information has been duly fulfilled and the party that has failed to comply with this duty may not make claims concerning notices not received. Publication of information (e.g. announcements in the mass media or entries in the respective public data registers) shall not be deemed to be due notification to the other party.

- 12.7. Any notices or other information sent by the Bank to the Customer may not be considered to be the Bank's offers to enter into agreement or use the Bank's services except the cases where such information explicitly states that such offer is being made.
- 12.8. If the Customer has not received a notice from the Bank which had to be received by the method and within the term stipulated in the Agreement, the Customer shall notify the Bank without delay.
- 12.9. Where information is provided by telephone, the Bank shall have the right to record the conversation and store the recording.
- 12.10. Any notices and information sent by the Bank to the Customer shall be in the Lithuanian language unless the parties agree otherwise.

### **13. GENERAL PROVISIONS**

- 13.1. The Agreement shall be concluded, interpreted and executed according to the laws of the Republic of Lithuania, unless otherwise established by the Lithuanian legal acts or by this agreement between the Parties. The laws and regulations of the Republic of Lithuania shall apply to any relations between the parties that are not governed by the provisions of this Agreement.
- 13.2. The Customer shall not have the right to assign his/her/its obligations under the Agreement in respect of the Bank to any third parties without written consent of the Bank.
- 13.3. The number of copies of the Agreement shall be equal to the number of the parties thereto, a copy for each party. All duly certified copies of the Agreement shall be equally legally binding.
- 13.4. The Agreement has been executed in the Lithuanian language. If the Agreement has been executed in the Lithuanian and any other language, in case of discrepancies or contradictions between the texts in the Lithuanian and the other language, the Lithuanian version shall prevail.

## Annex No 1 to the General Rules: Instructions Regarding USA Customers

This document specifies the restrictions applied to USA customers.

### WHO IS CONSIDERED TO BE A U.S. CUSTOMER

<b>Private customers</b>	<p>private individual <b>irrespective of citizenship</b>:</p> <ul style="list-style-type: none"> <li>• Indicates himself/herself as a customer permanently residing within the U.S. territory;</li> <li>• Indicates the U.S. address;</li> <li>• regularly spends 6 consecutive months or more in the U.S.;</li> <li>• Resides, works, studies or plays sports as a professional athlete in the U.S. for more than 6 consecutive months at a time;</li> <li>• is a member of the embassy staff within the U.S. territory for more than 6 consecutive months at a time;</li> <li>• Is citizen of the U.S. and member of the U.S. embassy staff outside the U.S. territory or is citizen of the U.S. and member of the U.S. military staff outside the U.S.</li> </ul>
<b>Corporate clients</b>	<ul style="list-style-type: none"> <li>• Legal entity <b>incorporated under the U.S. laws</b>;</li> <li>• <b>Agency or branch</b> of a legal entity incorporated under other than the U.S. laws and <b>operating within the U.S. territory</b>;</li> <li>• Legal entity incorporated in other than the U.S. territory where over 50 % of the shares are controlled by a person (-s) residing within the U.S. territory and whose main <b>business is investing in securities</b>.</li> </ul> <p>If a company as described in the last bullet point was incorporated before the owner (-s) became resident of the U.S., such company is not considered to be a U.S. client. However, if the Bank wishes to effect securities transactions for such company, the Bank should avoid any communication whatsoever with any owner or agent of the company based in the U.S., including by e-mail, telephone or fax. While the owner or agent is in the U.S., the company should be represented by another person residing outside the U.S. territory.</p>

### RESTRICTIONS ON THE PROVISION OF SERVICES TO USA clients

Unless otherwise provided by this document, any marketing material either directly or indirectly or in any other ways may not be targeted at and is not intended for U.S. Customers, both private individuals and legal entities.

<b>Bank account (also savings account and deposits)</b>	<ul style="list-style-type: none"> <li>• Existing bank accounts may be kept as can periodic money saving schemes established before the customer moved to the U.S. (unless such savings comprise funds, see below). New accounts may be offered, marketed to and solicited from U.S. customers and new deposits may be accepted by the Bank provided that the funds are booked on an account outside of the U.S. The Bank may continue to provide account statements and other account related information and documents to the customer in the same manner as before.</li> </ul>
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<b>Credits</b>	<ul style="list-style-type: none"> <li>• New credits (credit here also refers to overdraft facilities) may be granted and administered provided that the application is received, analysed and approved outside the U.S. Existing credits (where required by the customer) may be kept, increased or extended as needed.</li> </ul> <p><b>Note:</b> Special rules apply for customers residing in the State of California. No new credits may be offered and granted to residents of the State of California. If a credit agreement was signed with an individual before the customer moved to the State of California, they do not have to be repaid before the agreed term but they may not be increased or extended upon expiry of the current term.</p>
<b>Payment services</b>	<ul style="list-style-type: none"> <li>• There are typically no restrictions with regard to payment services and the use of electronic banking services for payments. Such services may be used as before and the Bank may offer, market to and solicit form such services to U.S customers. However, there might be restrictions in the range of services that the Bank may offer through the electronic banking system, for example trading services on a multilateral trading system may not be offered.</li> </ul> <p>See the information herein for each type of product. Cash management and Trade Finance products may be provided, as long as they do not involve any trading in funds and financial instruments or credits that are extended to a U.S. customer residing in the State of California.</p>
<b>Cards</b>	<ul style="list-style-type: none"> <li>• The payment card services may be used as agreed before and the Bank may also offer, market to and solicit cards from U.S. Customers, with or without credit, provided that the application is received, analysed and approved and that all other functions in the issuing and administration of the credit limit are performed outside the U.S. If necessary, existing credit limits in cards may be kept and may be increased or extended as needed.</li> </ul> <p><b>Note:</b> Special rules apply for customers residing in the State of California. No new credit limits in card may be offered, marketed to or solicited from residents of the State of California. If a credit limit is linked to a credit card held by such customer, purchasing and/or credit limits may not be extended or increased.</p>
<b>Investment funds</b>	<ul style="list-style-type: none"> <li>• U.S. customers who acquired investment units/shares before moving to the U.S. may keep their units/shares held in the investment funds. U.S. customers may not acquire new investment units or switch the investment fund units/shares held into sub-funds of the same fund.</li> <li>• U.S. customers may not sign periodic investment scheme agreements but are allowed to sell their investment units. The Bank may also assist in the mechanical processing of transfer of ownership and issue of investment fund units/shares under the existing dividend reinvested plan. If a U.S. customer who moved to the U.S. wishes to subscribe new investment units/shares, switch the investment fund units/shares between the sub-funds of the same fund, the instruction must come via a U.S. Financial broker or a U.S. bank.</li> <li>• The Bank can never act under the instruction of U.S. customers themselves. Further, it should be noted that there might be restrictions in the particular fund rules regarding the number of U.S customers allowed.</li> </ul> <p><b>Note:</b> Additional restrictions apply for customers acquiring investment fund units.</p>

<b>Custody accounts, securities accounts, securities settlement accounts, and trading in securities</b>	<ul style="list-style-type: none"> <li>• U.S. customers who have opened custody accounts, securities accounts or securities settlement account may keep the accounts and financial instruments held.</li> <li>• U.S. customers may view their securities portfolio, however no transactions in securities are permitted, either on-line or in any other manner as long as the customer is identified as a U.S. customer.</li> <li>• U.S. customers wishing to acquire, sell or reallocate their securities shall be referred to a U.S. bank or a U.S. Financial intermediary, which must instruct the Bank to execute the transaction on the customer's behalf. Transactions or other actions that take place by operation of a corporate action (e.g. Increasing or reducing share par value, receiving dividends) are permitted if they are not initiated by a U.S. customer. Receiving rights in a rights issue or warrants as such is also permitted. However, selling the rights involves a securities transaction and is not allowed without the involvement of a U.S. bank or financial intermediary.</li> </ul>
<b>Investment advice and portfolio management</b>	<ul style="list-style-type: none"> <li>• Advice <b>may not</b> be given in any way, through any channel to U.S Customers, except in situations as described below. This also includes marketing material (investment recommendations) and research materials. No such documentation may be sent to a U.S. customer or be available for a U.S. customer to view on-line.</li> <li>• The Bank may send notifications of amendments to the agreement, notifications to shareholders of corporate events (without investment recommendations), account statements, etc.</li> <li>• If a U.S. customer and the Bank prior to the customer's relocation to the U.S. had entered into a non-discretionary advisory or discretionary portfolio management agreement, the Bank may continue to provide such services to the customers that are part of the original agreement even after the relocation.</li> <li>• The Bank may receive new assets for portfolio management under such an existing agreement but the scope of the assignment may not be extended, i.e. the assignment may not deviate from what was originally agreed.</li> <li>• The Bank may continue to provide a U.S. customer investment advice pursuant to an existing non-discretionary advisory portfolio management agreement. The Bank may not take any orders or instructions to effect a securities transaction directly from the customer. Such order or instruction may only be executed provided that it was received from a U.S. bank or a U.S. financial intermediary. Also, transactions that must be executed under the investment services agreement may not be executed by the same the Bank entity as the Bank's company providing the portfolio management service to a U.S. customer. Any broker-dealer (Bank's affiliated or not) affecting the transaction upon the Bank's order cannot have responsibilities or duties in respect of the customers.</li> </ul>

<b>Life and pension insurance policies, endowment insurance</b>	<ul style="list-style-type: none"><li>• General rules for life and pension insurance: existing agreements may be left unchanged and remain valid when a U.S. customer moves. If the customer has a periodic savings scheme, such scheme may continue after the customer has relocated to the U.S. <b>provided that:</b> 1) the agreement was entered into before the customer relocated, 2) the periodic savings follows the initial saving plan; and 3) the underlying securities/funds are not switched, or, where the customer decided on a certain risk level, such risk level is not changed from what was originally agreed.</li><li>• No new insurance policies may be entered into by a U.S. customer, and the existing U.S. customers may not, even though such possibility is provided by the agreements, redistribute the assets investment plan or change the risk profile. U.S. customers wishing to make such changes must contact an U.S. Financial intermediary or a U.S. bank, which must instruct the Bank to act on behalf of the U.S. customer.</li><li>• Communication regarding a life or pension policy with a U.S. Customer may only occur through letters or by e-mail. The Bank may only offer a limited service in the form of change of address and changes of beneficiary clauses.</li><li>• Endowment insurance policies are considered to be a form of saving. Savings as endowment insurance policies may occur in funds, securities or traditional bank savings accounts. Our possibilities of offer this type of savings to customers residing in the U.S. are specified in each respective section regarding deposits, fund savings and securities above.</li></ul>
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