

## 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 there is a reference that Luminor Bank AB General Service Rules (N) are applied.

In effect from 1st of October, 2017

### 1. TERMS AND DEFINITIONS

- 1.1. **Personal data** – any information related to a natural person whose identity is known or can be established directly or indirectly using such data as personal ID number and one or more features of physical, physiological, psychological, economic, cultural or social nature characteristic of that person.
- 1.2. **Personal data management** – any action performed with the person's data such as collecting, recording, accumulating, storing, classifying, grouping, joining, modifying (amending), providing, publishing, using, logical and/or arithmetic operations, searching, disseminating, destructing or any other actions or a combination thereof.
- 1.3. **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 52 361 362, e-mail: info@luminor.lt, www.luminor.lt.
- 1.4. **Bank's website** – the Bank's website www.luminor.lt.
- 1.5. **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.
- 1.6. **Bank's services** – financial services and/or other services provided by the Bank to the Customer.
- 1.7. **Banking day** – a day when the Bank is opened for business in Lithuanian as required for the execution of a payment transaction.
- 1.8. **General Rules** – these general service rules governing the provision of the Bank's services and customer service as amended, forming an integral part of the Agreement.
- 1.9. **Business day** – any day except days off and holidays.
- 1.10. **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.
- 1.11. **Instructions Regarding USA Customers** - means the instructions provided in Annex 1 to the General Rules.
- 1.12. **Price-list** – a list of charges for the Bank's services and operations, which forms, including any amendments or additions, an integral part of the Agreement.
- 1.13. **Customer** – a natural or legal person that has entered into the Agreement with and/or uses the Bank's services.
- 1.14. **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.).
- 1.15. **Commission fee** – charges payable by the Customer to the Bank for the Bank's services provided to and the transactions executed for the Customer.
- 1.16. **Payment transaction** - an act, initiated by the payer, of placing, transferring or withdrawing funds, irrespective of the payer's and the payee's underlying obligations on which the transaction is based.

- 1.17. **Payment Services Rules** – Luminor Bank AB Payment Services Rules annex to these General Rules as Annex No 2 which regulate provision of the Bank's payment services, opening and maintaining the Account and which together with all amendments and supplements form the integral part of the General Rules. In case of discrepancies between General Rules and Payment Services Rules, the provisions of Payment Services Rules shall prevail unless otherwise is stated therein.
- 1.18. **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.
- 1.19. **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.
- 1.20. **Signature and Seal Sample Card** – a document in the form established by the Bank in which the Customer – a legal person – specify the persons entitled to dispose of the funds either jointly or individually.
- 1.21. **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.
- 1.22. **Account** – an account opened in the Bank in the name of the Customer, which is used for the execution of the Payment transactions or in which the Customer's funds or securities are held.
- 1.23. **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).
- 1.24. **Consumer** – a customer (natural person) who acts for purposes other than his trade, business or professional activities.

## 2. EXECUTION OF AGREEMENTS AND PROVISION OF SERVICES

- 2.1. The Agreement shall be executed 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 when in the Agreement is provided, that the Agreement shall be deemed to be concluded after both parties (representatives of parties) signs the Agreement and/or document in form required by applicable laws (when specific 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 to him by the Bank or when both parties signs the agreement with electronic (mobile) signature.
- 2.2. In cases explicitly referred to in these General Rules, the Bank shall have the right to refuse to conclude the Agreement, provide the Bank's services or perform other actions related to the provision of the Bank's services. Unless provided otherwise under 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 for presuming that concluding the Agreement may lead to a violation of the Bank's, Customer(s)'s or public lawful interests without specifying reasons and motives thereof; the Bank may also select persons (covenanters), on its discretion, for concluding the Agreements or for refusing to conclude them.
- 2.3. The Bank applies other rules for USA Customers concerning provision of services and products established in the Instructions Regarding USA Customers.
- 2.4. Provision of the Bank's payment services, opening and maintaining the Account shall be governed by Payment Services Rules annex to these General Rules as Annex No 2 which together with all amendments and supplements form the integral part of the Agreement concluded for provision of payment services (irrespective of whether this has been provided for in the Agreement). In case of

discrepancies between General Rules and Payment Services Rules, the provisions of Payment Services Rules shall prevail unless otherwise is stated therein.

- 2.5. The Bank shall have the right not to provide services of the Bank in case of failure of interbank settlement systems or global interbank financial markets, lowered liquidity of markets, other extraordinary market conditions or other valid reasons or in cases when 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 the Bank specifies otherwise.
- 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 representative signs the documents in 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 instrument, 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 means of the Customer's identification according the order 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 than any documents drawn up in a foreign country would be 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 a translation of the documents into Lithuanian or any other language acceptable to the Bank is provided. The translation 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 therefor 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, 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 the 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 to the Bank documents 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. IDENTIFICATION AND REPRESENTATION OF THE CUSTOMER**

- 4.1. Concluding the Agreement and/or providing the Bank's services, the Bank shall have the right to request that the Customer submits 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/ its representative and/ or the Beneficiary.

- 4.2. The Bank shall identify the Customer and/ or his/ her/ its representative and/ or the beneficiary according to the procedure established in the General Rules and legal acts.
- 4.3. The Bank shall establish identity of a natural person according to a valid personal ID document containing the Customer's photograph and signature and specifying his full name, personal ID number and other identity information. The Bank shall establish identity of a natural person according to one of these documents:
  - 4.3.1. personal ID card (applicable to Lithuanian citizens);
  - 4.3.2. passport;
  - 4.3.3. residence permits in the Republic of Lithuania (temporary or permanent).
  - 4.3.4. the Bank shall be entitled not to accept documents other than those referred to above.
- 4.4. The Bank shall establish 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. Identity of a legal person's representative shall be established according to the procedure set out in Sub-Clause 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/ extract from the Register of the legal entities;
  - 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 provides the Bank with a document evidencing the authorizations granted to him/ her (an agreement, power of attorney, etc.). The Bank shall accept only such authorizations evidencing documents that clearly and unequivocally identify the Customer, the Customer's representative and the authorizations granted to the representative and which 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 Sub-Clause.
- 4.8. In case of any doubts over the legality 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 that the Customer concludes the Agreement or uses the Bank's services in person or confirms, 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 the Customer's funds and/or securities 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 such card may only be replaced by filling a new card, which shall be signed by the chief executive officer of the Customer – 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, 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 provided when it is done not using the electronic payment instrument or the means of 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.
- 4.11. The Bank also shall have the right to identify the Customer by the 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.
- 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 AND CURRENCY EXCHANGE**

- 5.1. In consideration for the Bank's services, transactions executed or other actions performed by the Bank the Customer shall pay to the Bank the Commission fee, interest and any other charges specified by the Bank. The rates of 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. 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 an employer of the Customer, has expired, or
- 5.3.3. the company which has signed 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 order provided in the Payment Services Rules. In cases established by the Bank, the Commission fee may be paid in cash or transfer to the account specified by the Bank.
- 5.5. When under the Lithuanian law or other countries' tax law (when it is applicable), the Bank is liable 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 Bank the right to debit the Customer's Accounts in the Bank with any amount required under the law. If the Bank pays the taxes referred to above, the Customer shall indemnify the Bank for any

such expenses and shall pay the interest p. a. as stated in the Price-list for the period from the date on which the Bank made the payment until the indemnification date.

## 6. PROTECTION OF PERSONAL DATA

- 6.1. Personal data subjects in the Bank: (i) Customer – natural person; (ii) a person related to the Customer – natural person (spouse, Customer’s representative etc.); (iii) person related to the Customer – legal person (Customer’s representative, agent, member of management body etc.).
- 6.2. The Bank shall process the personal data of a personal data subject received from the Customer intending to use or using the Bank’s services as well as personal data received from other sources referred to in the General Rules.
- 6.3. The Bank shall act as the manager of personal data provided by the Customer.
- 6.4. The Bank shall process personal data for the following purposes:
  - 6.4.1. conclusion and execution of the Agreements with the Customer and provision of the services to the Customer;
  - 6.4.2. assessing solvency of the Customer and management the risks related to the debt and other Customer’s obligations stipulated in the Agreement;
  - 6.4.3. direct marketing as well as provision/ receiving information to/ from the Customer on the execution of the Agreement and the services offered by the Bank and Bank’s Group Members (subject to the Customer’s consent);
  - 6.4.4. protecting and defending the infringed rights and legitimate interests of the Customer and/ or the Bank;
  - 6.4.5. fulfilling the requirements of international contracts, treaties and legislation in the fields of tax compliance, automatic exchange of information on taxation and in other areas;
  - 6.4.6. other purposes in line with the provisions of Lithuanian legal acts.
- 6.5. Upon his identification by the Bank a personal data subject shall have the right:
  - 6.5.1. to be informed about the processing of his/ her data by the Bank;
  - 6.5.2. to gain access to his personal data processed by the Bank and request that any incorrect, inaccurate or incomplete data processed by the Bank are corrected or suspend the processing of his personal data by the Bank (except storage) when the data are processed in violation of legal acts;
  - 6.5.3. at any time, do not give consent to the processing of his personal data for direct marketing purposes, by giving the Bank a notice in an agreed manner;
  - 6.5.4. to exercise other rights of a personal data subject provided for in the Lithuanian legal acts.
- 6.6. The Customer confirms that he/ she has been informed about and agrees with the Bank’s right to transfer his personal data:
  - 6.6.1. to Bank’s Group Members – for the purposes of assessment of the Customer’s solvency and/ or management of debt in the execution of the Agreement and provision of the Bank’s services;
  - 6.6.2. to third parties related to the execution of the Agreements or provision of the Bank’s services to the Customer in order to ensure proper execution of the Agreements and/ or provision of the Bank’s services;
  - 6.6.3. in case of the Customer’s failure to duly fulfil his/ her obligations under the Agreements (in case of breach), disclose to third parties those data which are necessary for the defending of the infringed rights and legitimate interests of the Bank under the Agreement;
  - 6.6.4. to the tax authorities or any other subject entitled to receive data, in order to fulfil international treaties, contracts and legislative requirements in the fields of tax compliance, automatic exchange of information on taxation and in other areas;
  - 6.6.5. to credit institutions and payment systems operating in foreign countries (in performing international payment orders), the payment service providers of payees or persons related with the transaction of the Customer – in order to determine the origin of funds.
  - 6.6.6. other cases permitted by the Lithuanian law and/or provisions of the Agreement;
  - 6.6.7. where international payment orders provided by the Customer are executed via credit institutions and payment systems of foreign countries, the Bank may be obligated by the legal acts of such

- foreign countries to disclose information about the Customer to competent authorities of such countries;
- 6.6.8. to a person which has acquired direct or indirect holding in the Bank and to any person directly or indirectly controlled by the person which has acquired direct or indirect holding in the Bank if providing of the data is necessary for the compliance with the requirements set by the regulatory enactments governing activities of the respective person.
  - 6.7. The Customer agrees that the Bank may obtain personal data and other information (including information on the personal data subject's permanent place of residence, Customer's property, turnover of the Customer's Accounts etc.) on the personal data subject necessary for the solvency assessment or debt management by the Bank from:
    - 6.7.1. Bank's Group Members;
    - 6.7.2. other credit and financial institutions;
    - 6.7.3. from the Lithuanian Republic residents register, Lithuanian Republic immovable property register, State social insurance fund board of the Republic of Lithuania data base and other registers and databases as specified in legal acts;
    - 6.7.4. the publicly available sources.
  - 6.8. Personal data shall be stored by the Bank during a period set by the Bank, however, not longer than the period established by the Lithuanian law; on expiry of the storage term the data shall be destroyed.
  - 6.9. Where the Customer's consent to the relevant data processing actions is required, the consent shall be given in the relevant Agreement or other written document submitted to the Bank.
  - 6.10. The Bank shall take appropriate, reasonable and justified measures to ensure protection of the Customer's personal data.

## **7. CONFIDENTIALITY. SECRECY OF THE BANK**

- 7.1. The terms and conditions of the Agreement concluded by and between the Customer and the Bank shall be confidential except these General Rules and shall not be published without the written consent of the Customer and the Bank except cases established in the Lithuanian law and the Agreement, disclosure of the information to the Bank's Group Members and receipt of the information from such companies.
- 7.2. Secrets of the Bank 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 concluded 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 published 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, to such extent and to such parties as specified in the Customer's consent;
  - 7.3.2. persons or organizations under the procedure established by the law if the Bank has the statutory duty to provide such information;
  - 7.3.3. any company providing the Bank with the services of preparation/ 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. cases provided for in Sub-Clause 6 of the General Rules and/ or 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 unless permitted by the Bank, except cases established in the 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 law and these General Rules. The Bank shall only be liable for direct losses of the Customer incurred by the Bank's fault.
- 8.2. The Bank shall not be liable for the losses incurred by the Customer due to submission of incorrect documents, data or orders to the Bank and for criminal or other illegal actions by the Customer and/or third parties inflicting damage upon the Customer or another person. The Customer shall be liable for any losses of the Bank incurred due to submission of incorrect information or orders 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 in currency exchange rates.
- 8.4. Should the Customer fail to fulfil its obligations to the Bank or fulfils them improperly, the Customer shall pay to the Bank penalty 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 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 shall notify the other party (the Bank or the Customer) 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 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 the fulfilment of obligations by the Customer and the Bank shall be postponed for the period agreed by 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 recovery of the debt under the Agreement and these General Rules.

## **9. PROCEDURE FOR THE INVESTIGATION OF CUSTOMERS' COMPLAINTS AND APPLICATIONS**

- 9.1. The Bank shall investigate the Customer's complaints and applications concerning the services provided by the Bank.
- 9.2. The Customer shall send a complaint/ application in writing at the address Konstitucijos ave. 21A, LT-03601 Vilnius, Lithuania; by e-mail to: info@luminor.lt; by internal Netbank e-mail from part "e-mail" or in another form specified by the Bank.
- 9.3. The complaint/ application shall state the circumstances and present the facts and documents (originals or certified copies) confirming the facts and circumstances set out in the complaint/application. Where the 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 provisions of the Bank's services within 14 (fourteen) calendar days from the date of receipt thereof unless other legal acts of the Republic of Lithuania or European Union do not provides otherwise. The Bank shall notify the Customer in writing if it is impossible to investigate the Customer's complaint/ application within this term due to its complexity or due to the necessity to obtain data from third parties for the investigation, or where 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 has failed to respond within the above time limit, the Customer may within one year 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) which investigates disputes



between financial institutions and consumers on out-of-court basis. The Customer also have a right to apply to relevant court.

## **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 even if this may cause and/ or causes short-term disruptions in the provision of services to the Customers.
- 10.2. In case of any extraordinary circumstances or important reasons the Bank may undertake elimination of failures in the information systems at any time seeking to avoid any potential losses of the Customer and/ or the Bank. In such a case, the works in the information systems shall be carried out within the shortest possible time.
- 10.3. 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 where this is unavoidable. The Bank shall not be liable for the Customer's potential losses arising from the Customer's inability to use the Bank's services due to the information systems' upgrading and/or failures' elimination works.

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

- 11.1. The Agreement shall come into effect on the date of signature and shall continue in effect without any fixed period of time unless the Agreement stipulates otherwise. These General Rules shall remain in effect until they are replaced or annulled.
- 11.2. The Agreement as well as any amendments and annexes thereto shall be signed by the Parties and attested by seals (where the Customer is a legal person using or obliged to use a seal) with the exceptions stipulated in the Agreement. Duly approved amendments to the Agreement or annexes thereto shall form an integral part of the Agreement.
- 11.3. In case if any of the provisions of the Agreement is invalid, incorrect or ineffective, the other provisions 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, the standard provisions of the Service Provision Rules and the Price-list shall be subject to change by the Bank's decision. The amended General Rules, the standard provisions of the Service Provision Rules and the Price-list shall take effect and become applicable on expiry of 60 (sixty) calendar days from the relevant announcement in the Bank's website and/ or the Internet banking system and/ or the Bank's branch offices. 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 Pricelist. 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 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 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 of the Bank and the Customer (including those provisions that may only be amended by written agreement of the Bank and the Customer), if such amendments do not deteriorate the Customer's position or are required in order for the Bank to comply with the requirements of legal acts regulating activities of the Bank, and shall apply the amendments immediately, or the Bank may set shorter time-limits for notification than those referred to in Sub-Clause 11.4.
- 11.6. It shall be deemed that the Customer agrees with the amendments if before the effective dates of the amendments under Sub-Clause 11.4 the Customer does not provide the Bank with his her written notice of disagreement. Should the Customer notify the Bank of his disagreement with the amendments prior to the date of coming into effect of the amendments, the Customer shall have the right to terminate the Agreement, the integral part of which form the amended General Rules and/ or the relevant Service

Provision Rules, immediately and without paying any Commission fee but performing all obligations established in the Agreement. The Agreement concluded by the Bank and the Customer shall be deemed to be terminated from the date of receipt of such written notice by the Bank. Should the Customer fail to use this right, it shall be deemed that the Customer agrees with the amendments and the Customer shall not be entitled to subsequently make claims to the Bank concerning such amendments.

- 11.7. In cases where the Customer submits to the Bank a proposal or request for the amendment of the terms and conditions of the Agreement, this proposal or request shall not be binding the Bank and shall not give rise to any legal consequences until the Customer and Bank sign a relevant documents on amendments to 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 an answer to the Customer stating such refusal or if no document on amendments to the Agreement is 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 is stated in 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 a 5 (five) days' written notice in case of material breach of the Agreement by the other Party.
- 11.10. It shall be deemed that the Customer is in material breach of the Agreement if:
  - 11.10.1. at the time of concluding the Agreement or when performing under it, the Customer provides the Bank with incorrect, misleading and/or incomplete information and/or invalid documents or refuses to submit the requisite information to the Bank;
  - 11.10.2. the Customer fails to submit to the Bank information on changes in the particulars 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 which 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 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 that are provided for therein and that are not affected by the termination of the Agreement shall be taken.
- 11.12. The Bank shall have the right to take the actions referred to in Sub-Clause 2.2 of these General Rules or to terminate the Agreement if:
  - 11.12.1. the Customer has failed to submit or refuses to submit all data and/or documents necessary for the person's identification, the submitted documents are not legalised or apostilled, the content and/or form of the documents do 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 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 justifying the legality 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 be convinced of the legality of the intended or current transactions or to duly implement the anti-money laundering, prevention of terrorism financing and/or other legal requirements, or 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 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 person and its business activities;
  - 11.12.6. the Bank has information that the Customer or shareholders of the Customer (legal person) or persons controlling the Customer's business activities are related to accompliceship in a criminal act/acts;

- 11.12.7. the Customer – natural person is a citizen of a country included in the list of non-cooperating states and territories of FATF (Financial action Task Force on Money Laundering) or registered office of the Customer – legal person is registered in such country;
- 11.12.8. the Bank has information on other circumstances that allows to reasonably assuming that the Bank's services may be used for fraud, money laundering, terrorism financing or other criminal acts or legitimate interests of the Bank, other Customers or the public may be infringed;
- 11.12.9. the Customer – natural and/or legal person or other persons related thereto – are included into the list of persons, which are suspected of local or international terrorism, terrorism financing and/or which are subject to the sanctions established by European Union and/or countries institutions.

## 12. NOTICES

- 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 and written information) related to the Agreement and execution thereof as well as to the provision of the Bank's services shall be delivered by hand or via courier under 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 for such purpose under the Agreement.
- 12.2. For communication with the Customer the Bank may use other methods not referred to in Sub-Clause 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 branch office units, 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 telecommunications means or by other methods – orally or using 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 orally (including telephone) – at the moment of communication of the notice;
  - 12.4.2. if served by hand – on the date of delivery;
  - 12.4.3. if sent by post – on expiry of 5 (five) calendar days (where sent beyond 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;
  - 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 and 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 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 changes in its particulars specified in the Agreement not later than on next 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 public registers) shall not be deemed to be due giving of notice 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 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 way and at the time term stipulated in the Agreement, the Customer shall notify the Bank immediately.
- 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 Lithuanian unless the parties agree otherwise.

### **13. GENERAL PROVISIONS**

- 13.1. The Agreement shall be concluded, interpreted and executed according to the Lithuanian law unless otherwise established by Lithuanian legal acts or by agreement of the parties. The Lithuanian laws and regulations shall apply to any relations between the parties not governed by the provisions of this Agreement.
- 13.2. The Customer shall not have the right to assign his/ her/ its obligations to the Bank to any third parties without written permission 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 the duly approved copies of the Agreement have the same legal force.
- 13.4. The Agreement has been executed in the Lithuanian language. If the Agreement has been executed in Lithuanian and any other language, in case of discrepancies or contradictions between the texts in Lithuanian and the other language the Lithuanian text shall prevail.

## Annex 1 to the General Service Rules: Instructions Regarding USA Customers.

This document specifies restrictions applied to USA customers.

<b>Private Customers</b>	<ul style="list-style-type: none"> <li>the customer considers him-/herself to reside in the U.S.</li> <li>the customer regularly spends 6 consecutive months or more in the U.S.</li> <li>the customer for example studies, has a work assignment or a sport club contract and lives in the U.S. for more than 6 consecutive months at a time</li> <li>the customer is residing outside of the U.S. but is a member of U.S. military or embassy staff</li> </ul>
<b>Corporate Clients</b>	<ul style="list-style-type: none"> <li>a company organized or incorporated under U.S. law</li> <li>an agency or branch, located in the U.S, of a non-U.S. company</li> <li>a company, principally formed for the purpose of investing in securities, organized and incorporated outside of the U.S, that is more than 50 % owned by (a) person(s) resident in the U.S</li> </ul> <p>If a company as described in the last bullet point was formed <b>before</b> the owner(s) became resident of the U.S., such a company is not considered to be a U.S. corporate client. However, if the Bank wishes to effect securities transactions for such a company, Luminor Bank would need to avoid any communication whatsoever to or from the U.S., including by e-mail, telephone or fax. While the owner or representative is physically present in the U.S., the company should be represented by someone resident outside of the U.S.</p>

### General Rules

<b>Online channels (Internet)</b>	<ul style="list-style-type: none"> <li>Marketing of broker-dealer services, investment advisory services, investment funds, custodial services and/or life and pension products through the Internet is not intended for U.S. customers.</li> <li>Customers may view their holdings but may not execute securities transactions or obtain advice or any sales messages through online channels. Payments, transfers of funds and banking services other than the ones mentioned above may be affected online, with the restrictions, if any, provided for each separate product/service below</li> </ul>
<b>Power of attorney</b>	<ul style="list-style-type: none"> <li>Trading in securities or other financial instruments by authorizing a representative is prohibited. The main rule is that if a transaction cannot be effected by the principal him/herself because he/she is considered to be a U.S. Customer, an authorized representative cannot act on the principal's behalf either</li> </ul>

### PRODUCT SPECIFIC INFORMATION

<b>PRODUCT</b>	<b>Applicable rules as generally interpreted by the Bank</b>
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<b>Deposit account</b>	<ul style="list-style-type: none"> <li>Existing accounts may be kept as can automatic monthly 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 material and documents to the customer in the same manner as before.</li> </ul>
<b>Loans</b>	<ul style="list-style-type: none"> <li>New loans and credits (credit here also refers to overdraft facilities) may be granted provided that the application is received, analyzed and approved and that all other function in the making and administration of the loan/credit are performed outside of the U.S. Existing loans/credits may be kept and may be increased or extended as needed.</li> </ul> <p><b>Please note:</b> Special rules apply for customers residing in the State of California. Credits held by such persons may be maintained, provided that the credit agreement was entered before the customer moved to the U.S. and the State of California, they but may not be increased or extended upon expiry of the current credit period.</p>
<b>Payment services</b>	<ul style="list-style-type: none"> <li>There are typically no restrictions in regard to payment services and the use of electronic banking services for effecting payments. Such services may be used as before and the Bank may offer, market to and solicit from such services to U.S customers. However, there might be restrictions in the range of services that the Bank may offer through an e-banking solution, for example online trading services may not be offered.</li> </ul> <p><b>Please see</b> what is stated 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 loans/credits that are extended to a U.S. Customer resident in the State of California.</p>
<b>Cards</b>	<ul style="list-style-type: none"> <li>The service may be used as before and the Bank may also offer, market to and solicit new cards from U.S. Customers, with or without credit, provided that the application is received, analyzed and approved and that all other functions in the making and administration of the credit are performed outside of the U.S. Existing credits may be kept and may be increased or extended as needed.</li> </ul> <p><b>Please note:</b> Special rules apply for U.S. Customers residing in the State of California. No new card credits may be offered, marketed to or solicited from residents in the State of California. If a credit is linked to a credit card held by such a person, purchasing and/or credit limits should not be extended or increased</p>
<b>Savings in investment funds</b>	<ul style="list-style-type: none"> <li>Customers that have established saving and purchased fund units before moving to the U.S. may keep their holdings.</li> <li>Customers may not purchase new fund units, subscribe new funds or redistribute investments between existing funds. Neither may a U.S. Customers sign for/establish monthly saving scheme-agreements in funds.</li> <li>Customers are however allowed to redeem their fund units. The Bank may also assist in the mechanical processing of transfer of ownership and issue securities pursuant to an existing dividend reinvested plan. If a customer wishes to purchase new fund units, subscribe new funds or redistribute investments between existing funds after having relocated to the U.S., the instruction must come via U.S. broker-dealer or bank. We can never act on the instruction of U.S. Customer 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>

<b>Custody accounts, securities accounts, service accounts and trading in securities</b>	<ul style="list-style-type: none"> <li>• Customers who have opened a custody securities or service account may keep the account and any holding registered there.</li> <li>• Customers may also view their holdings online, but transactions are not permitted, either online or in any other manner as long as the customer is identified as a U.S. Customer.</li> <li>• Customers wishing to acquire, sell or reallocate their securities shall be referred to contract a U.S. bank or broker-dealer, which must instruct the Bank to execute the transaction on the customer's behalf. Transactions that take place by operation of a corporate action, not involving any actual trade or instruction from the U.S. Customer (such as receiving a stock split or a dividend) are allowed. Receiving rights in a rights issue or warrants as such is also permitted. However, selling or exercising the rights would involve a securities trade transaction and is not allowed without the involvement of a U.S. bank or broker-dealer.</li> </ul>
<b>Investment advice and portfolio management</b>	<ul style="list-style-type: none"> <li>• Advice may <b>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 (general recommendations) and research materials. No such documentation may be sent to the U.S. or be possible for a U.S. Customer to view online.</li> <li>• The Bank may send contract notes, notifications of share issues (without a recommendation), account statements, etc. If the customer and the Bank prior to the customer's relocation to the U.S. had entered into a non-discretionary investment advisory or a discretionary portfolio management agreement.</li> <li>• The Bank may continue to provide such services to the customers that are part of the original agreement even after the relocation. The Bank may receive new assets for 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. The Bank may continue to give the customer investment advice pursuant to an existing non-discretionary advisory agreement.</li> <li>• However, the Bank may not take any orders or instructions to affect a securities transaction directly from the customer. Such order or instruction may only be executed by the same the Bank entity as the Bank's company providing the discretionary portfolio management service to the customer. Any broker-dealer (Bank's affiliated or not) affecting the transaction upon the Bank's order cannot have responsibilities or duties in regard to the customers</li> </ul>

<b>Life and pension insurance policies</b> <b>Endowment insurance</b>	<b>General rules for life and pension insurances:</b> <ul style="list-style-type: none"><li>• Existing agreements may be left unchanged and remain valid when the customer moves. If the customer has a monthly savings scheme, such scheme may continue after the customer has relocated to the U.S. provided that 1) the agreement was entered into before the customer relocated, 2) the monthly savings follows the initial saving plan and 3) the underlying securities/funds are not changed, 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 existing customers may not, even though such possibility is afforded by the agreements, redistribute assets between different types of asset management or change risk profile. Customers wishing to make such a change must contact an U.S. broker-dealer or bank, which must instruct the Bank to act on the customer's behalf.</li><li>• Communication regarding a life or pension policy with a U.S. Customer may only occur through letter or e-mail (if customer contact the Bank by phone, they must be informed that the Bank is not a licensed insurance provider in the U.S. and as such, is not permitted to respond to question over the phone or online. The customer must be referred to written contract), and the Bank may only offer a limited service in the form of changes of address and changes of beneficiary clauses. Endowment insurance policies are considered to be a form of saving.</li><li>• Savings in endowment insurance policies may occur in funds, securities or traditional bank savings accounts. Our possibilities of offering 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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## Annex 2 to the General Service Rules:

### LUMINOR BANK AB PAYMENT SERVICES RULES

These Luminor Bank AB Payment 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 there is a reference that Luminor Bank AB Payment Service Rules (N) are applied.

In effect from 1st of October, 2017

#### 1. TERMS AND DEFINITIONS

- 1.1. **Authentication** – the procedure which allows to the Bank to verify the use of specific payment instrument including its personalized security features.
- 1.2. **Automatic credit transfer** – means the transfer of funds initiated by the Payer by paying E-invoices submitted by the Payee and carried out by the Bank under the prior order of the Payer.
- 1.3. **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 52 361 362, e-mail: [info@luminor.lt](mailto:info@luminor.lt), [www.luminor.lt](http://www.luminor.lt).
- 1.4. **Bank's website** – the Bank's website [www.luminor.lt](http://www.luminor.lt).
- 1.5. **Bank's payment services** – payment services, as defined in the Law on Payments of the Republic of Lithuania, provided by the Bank to the Customer.
- 1.6. **Banking day** – a day when the Bank is opened for business in Lithuanian as required for the execution of a Payment transaction.
- 1.7. **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.
- 1.8. **General Rules** – general service rules governing the provision of the Bank's services and customer service as amended, forming an integral part of the Agreement.
- 1.9. **blocking** – restriction on the Customer's rights to carry out any transactions or part of operations in the account or in the Bank's internet and (or) electronic banking system or by payment card or another payment instrument, imposed by the Bank.
- 1.10. **Business day** – any day except days off and holidays.
- 1.11. **Non-business day** – days-off (Saturdays and Sundays) and holidays according to the Labor Code of the Republic of Lithuania.
- 1.12. **Electronic payment instruments** – personalized electronic or magnetic carriers and/or certain procedures that the Customer uses in order to initiate or carry out a Payment order, e. g. a payment card issued by the Bank, software implemented on the Bank's website and other instruments of which the Bank and the Customer agree.
- 1.13. **E-invoice** - is the Payee's electronic invoice to the Payer, submitted via the Bank and/or another Payment Service Provider and/or the Operator for the goods or services provided by the Payee to the Payer under the Service provision contract.
- 1.14. **Payee** - is a natural or legal person who receives the payment transaction amounts (cash (notes and coins), cash in the account and/or electronic money) and/or submits E-invoices to the Payer for the goods or services provided by the Payee to the Payer under the Service provision contract.

- 1.15. **Price-list** – a list of charges for the Bank’s services and operations, which forms, including any amendments or additions, an integral part of the Agreement.
- 1.16. **Customer** – a natural or legal person that has entered into the Agreement with and/or uses the Bank’s payment services.
- 1.17. **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.).
- 1.18. **Commission fee** – charges payable by the Customer to the Bank for the Bank’s services provided to and the transactions executed for the Customer.
- 1.19. **Payer** – a natural or legal person – an account holder who allows a Payment order from that account or, if there is no account, a natural or legal person who gives a Payment order.
- 1.20. **Payment order** - an instruction by the payer to the Bank requesting the execution of a payment transaction.
- 1.21. **Payment transaction** - an act, initiated by the payer, of placing, transferring or withdrawing funds, irrespective of the payer’s and the payee’s underlying obligations on which the transaction is based.
- 1.22. **Payment Service Provider** – any institution providing credit or other payment services.
- 1.23. **Payment Services Rules** – these rules regulating provision of the Bank’s payment services, opening and maintaining the Account and which together with all amendments and supplements form the integral part of the General Rules and the Agreement (irrespective of whether this has been provided for in the Agreement). In case of discrepancies between General Rules and Payment Services Rules, the provisions of Payment Services Rules shall prevail unless otherwise is stated therein.
- 1.24. **Payment instrument** – any personalized device(s) and/or set of procedures agreed between the Customer and the Bank and used by the Customer in order to initiate a Payment order.
- 1.25. **Payer’s identification number in the recipient’s information system** – the number given to the recipient of the Recipient used for the identification of the payer or the person in behalf of whom the funds are transferred.
- 1.26. **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.
- 1.27. **Operator** - means a legal person who operates in the name of the Payee, the Bank or other Payment Service Provider in submitting or receiving E-invoices.
- 1.28. **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.
- 1.29. **Signature and Seal Sample Card** – a document in the form established by the Bank in which the Customer – a legal person – specify the persons entitled to dispose of the funds either jointly or individually.
- 1.30. **Service provision contract** – the contract concluded between the Payer and the Recipient on the purchase of goods or services.
- 1.31. **Durable medium** – a data carrier in which the information intended personally for the Customer is stored in such a way that it can be accessible during a period established according to the purpose of the information and from which the information is retrieved without changing it.
- 1.32. **Request for the E-invoice** (hereinafter the Request) - means the application submitted by the Payer to the Payee or the Bank to receive E-invoices at the Unique identifier’s address.
- 1.33. **Account** – an account opened in the Bank in the name of the Customer, which is used for the execution of the payment transactions or in which the Customer’s funds or securities are held.
- 1.34. **Agreement** – an agreement by and between the Bank and the Customer for the provision of the Bank’s payment services, including opening of the Account, establishing conditions of provision of specific payment services and incorporating the General Rules, these Payment Services Rules, the Price-list and the specific 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).

- 1.35. **Unique identifier** – an account number (IBAN) provided by the Bank to the Customer to identify unambiguously the payment account which is used in payment transaction.
- 1.36. **Foreign state** – a state which is not an EU Member State and not a member of the European Economic Area (EEA).
- 1.37. **Member State** – a state which is an EU Member State, the European Economic Area (EEA) member.
- 1.38. **Consumer** – a customer (natural person) who acts for purposes other than his trade, business or professional activities.

## 2. EXCEPTIONS

- 2.1. The Bank shall apply the following exceptions:
  - 2.1.1. where Payment transactions are conducted in currencies of Foreign states, the Bank and the Customer agree not to apply the provisions of Sub-Clauses 4.1 and 5.4 of these Payment Services Rules;
  - 2.1.2. where Payment transactions are conducted in currencies of the Member States to/from Foreign states, the Bank and the Customer agree that the Bank has the right not to apply the Payment Services Rules except Sub-Clause 4.4.;
  - 2.1.3. if the Customer is not a Consumer, the Bank and the Customer agree that the Bank has the right not to apply Sub-Clauses 4.1., 4.5.2., 4.5.4., 8.6.2., 8.9.-8.11., 10.3., 11.2. of these Payment Services Rules and 11.4. of the General Rules.
- 2.2. The Bank shall not execute Standing Payment orders for the Customers to the account(s) opened by a USA institution which has a right to open an account, i.e. institution and/or any structural unit of such institution having a right to open an account.

## 3. EXECUTION OF AGREEMENTS

- 3.1. The main features of the payment services shall be defined in these Payment Services Rules and other agreements on the provision of payment services.
- 3.2. The Agreement shall be executed if the Customer is willing to open a current Account with the Bank and/ or execute one-off or recurrent Payment transactions or when other Bank's payment services are being provided. The Agreement shall be concluded and shall be deemed to be concluded in accordance with the order and in cases prescribed by the General Rules.
- 3.3. A one-off payment agreement shall be concluded when the Customer wishes to conduct a one-off Payment transaction which does not require opening of an Account and conclusion of the Agreement. A one-off payment agreement shall be deemed to be concluded when the Bank and the Customer agree on the terms of provision of one-off payment service.
- 3.4. Where a Payment order for a one-off Payment transaction is given using Payment instrument provided for in the Payment Services Rules, the Bank shall not be obliged to provide such information or grant the Customer access to the information which has already been provided to the Customer as part of provision of other services of the Bank and/or if the Customer has been made conversant with the Payment Services Rules.
- 3.5. In cases explicitly referred to in these Payment Services Rules and General Rules the Bank shall have the right to refuse to conclude the Agreement, provide the Bank's services (including suspension of Payment transactions in the Customer's Account), open an Account with the Bank, perform a one-off Payment transaction or other actions related to the provision of the Bank's payment services.

## 4. AUTHORISATION AND EXECUTION OF PAYMENT TRANSACTIONS, REVOCABILITY

- 4.1. Prior to start of the Payment transaction initiated by the Customer (Payer) under the Payment Services Rules, the Bank shall provide the Customer, at the Customer's request, with information on the maximum length of execution the Payment transaction, the Commission fee payable, and the breakdown

of the Commission fees (specified in the Price-list). Such information shall also be available for the Customer at the Bank's branch offices and in the Bank's website.

- 4.2. A Payment transaction shall be executed upon receipt of the Payment order and upon authorization of the transaction.
- 4.3. Information to be specified in the Payment order:
  - 4.3.1. The Bank shall have the right to determine the mandatory information that must be provided to the Bank to the effect that a Payment order would be properly executed.
  - 4.3.2. The Bank shall credit funds to the Account or debit the Account based on the Unique identifier specified in the Payment order received by the Bank. If there were information additional to the Unique identifier provided in the Payment order, the Bank shall be liable only for the execution of the Payment transaction according to the Unique identifier specified in the Customer's Payment order. While crediting funds to the Account or debiting the Account based on the Unique identifier that was provided in the Payment order, the Bank shall not be entitled to check whether the Unique identifier corresponds to the name and last name/the name of the Account holder.
  - 4.3.3. If the Unique identifier provided by the Customer is incorrect, the Bank shall not be liable for the non-execution or defective execution of the Payment transaction, however, the Bank shall seek to recover the funds involved in the Payment transaction.
- 4.4. Authorization of Payment transactions:
  - 4.4.1. A Payment transaction shall be deemed authorized only upon receiving the Customer's consent to the execution thereof. The Customer's consent to execute the Payment transaction shall be provided before execution of the Payment transaction. By agreement between the Customer and the Bank, the Customer's consent (authorization) to execute a Payment transaction may be given also after execution of the Payment transaction.
  - 4.4.2. The Customer shall give the consent for execution the Payment transaction pursuant to the form and manner established by the Bank or agreed between the Bank and the Customer. The Customer's written consent for the execution of Payment transaction has to be signed by the Customer or the Customer's representative and attested by a seal, if a seal sample is contained in the Signature and Seal Sample Card provided to the Bank. The consent to a Payment transaction may also be confirmed by e-signature, a password or code granted to the Customer and/ or other means confirming the Customer's identity as stipulated in the Agreement. A consent given in this manner shall be deemed to be approved by the Customer and having the same legal effect as hard-copy documents signed by the Customer.
- 4.5. Withdrawing a Payment transaction:
  - 4.5.1. The Customer may revoke his consent to a Payment transaction at any time prior to the moment of irrevocability established in Sub-Clauses 4.5.2 – 4.5.4. The same procedure shall apply to revocability of consent to several Payment transactions. In such a case all the future Payment transactions shall be deemed to be not authorized unless the Bank and the Customer agree otherwise.
  - 4.5.2. The Payment order may not be revoked once it was received by the Payer's Payment Service Provider except the cases specified in the Payment Services Rules.
  - 4.5.3. Payment orders referred to in Sub-Clause 5.2 of the Payment Services Rules may be revoked no later than by the end of the Business day preceding the day agreed.
  - 4.5.4. After the time limits set in Sub-Claus 4.5.2, a Payment order may be revoked only if agreed between the Customer and the Bank.
- 4.6. If a Payment order will be initiated by the Customer (Payer), the Bank shall be liable for the proper execution of the Payment transaction. The person submitting the Payment order shall be responsible for the correctness of the information and particulars stated in the Payment order. The Bank is not responsible for the consequences, which arise as the reason of the incorrect and/ or not full information and data set up in the Payment order.

- 4.7. The Bank shall accept Payment orders if they are in line with the conditions for executing Payment orders and other requirements of the Bank for the drawing up and submission of documents to the Bank, with which the Customer shall be informed at the Bank's branch offices.
- 4.8. The Bank shall have the right to the following actions related to a Payment Transaction or a Payment order:
  - 4.8.1. Upon receipt of an order for the execution of a Payment transaction, the Bank may refuse to execute the transaction or to issue funds from the Account if (i) the Payment order is corrected, confirmed inappropriate (ii) the signature on the document differs from the sample of signature in the Signature and Seal Sample Card or the signature in the document evidencing the identity of the Customer or the Customer's representative; and/ or (iii) it is not attested by the seal, when a sample of the seal is contained in the Signature and Seal Sample Card provided to the Bank, or (iv) the Customer or persons authorized to use the Account fail to present documents proving his/ her/ their identity and/ or authorizations, or (v) the Bank has grounds for doubting the authenticity of documents submitted by the Customer or the persons authorized to use the Account.
  - 4.8.2. The Bank shall not accept nor execute Payment orders for transactions in the Customer's Account if (i) the funds in the Account have been seized or the Customer's right to operate the funds has been restricted otherwise or (ii) when transactions conducted by the Bank have been suspended in cases specified in the Lithuanian law. The Bank shall not execute a Payment order if there are not enough funds in the Customer's Account, except the cases when the Customer submits cash for the execution of a Payment order.
  - 4.8.3. The Bank shall have a right not to execute a Payment order if it is reasonably suspected that the Payment instrument is illegally used by third parties.
- 4.9. The Bank shall have the right not to execute Payment orders from/ to the Accounts of those parties or countries that are sanctioned according to international or separate countries sanctions provided that such sanctions are stated in the legislation of European Union, United Nations Organization, other international organizations, Republic of Lithuania or other countries, as well as the application of which is mandatory to the Bank under the Bank's internal policy or under requirements applied by the foreign credit institution or payment system, state institutions or Payee's Payment service provider.
- 4.10. The Bank shall have the right not to accept the Customer's Payment orders nor execute Payment transactions nor provide other services of the Bank in case of failure of interbank settlement systems or global interbank financial markets, lowered liquidity of markets, other extraordinary market conditions or other valid reasons or in cases when the risk involved is unacceptable to the Bank.
- 4.10<sup>1</sup>. Before or while executing a Payment order submitted by the Customer, the Bank shall have the right to request documents from the Customer proving the legitimate origin of funds and/ or other assets related to the Payment order. In case the Customer refuses to submit such documents, the Bank shall have the right to refuse to execute the Customer's Payment order.
- 4.11. The Bank shall start execution of the Customer's Payment orders in the sequence of their receipt thereof (calendar based priority) unless the Lithuanian law establishes otherwise. The Bank shall not be liable for non- executing the Payment orders if the Customer, when submitting Payment orders to the Bank, failed to adhere to the statutory order of priority for satisfying the claims made against the Customer.
- 4.12. If in cases provided by law any third parties have provided Payment orders or the Agreement stipulates the Bank's right to debit the Customer's Account with the amounts payable to the Bank or to manage the Customer's Account, then the Bank shall execute the Customer's Payment orders only after executing the third parties' orders and/ or after debiting the amounts payable by the Customer to the Bank under the Agreements.
- 4.13. The Bank and the Customer may stipulate in the Agreement the spending limits for Payment transactions executed through that Payment instrument.
- 4.14. The Bank shall have the right to charge the Customer (except the Consumers) the Commission fee according to the rates stated in the Price-list for a notice of refusal to execute a Payment order provided to the Customer, adjustment of particulars or correction of errors in a Payment order, repayment of funds to the Customer, or withdrawal of a Payment order (disregarding if the funds were returned).

- 4.15. In case of noticing any incorrect transactions in the Account (incorrect debiting or crediting etc.), the Bank shall have the right to correct the errors without obtaining the Customer's consent and the Customer agrees to respect this right of the Bank. Having noticed any incorrect transactions in the Account, the Customer shall immediately notify the Bank and shall ensure amount not smaller than the incorrectly credited amount is held in the Account during the period when the Bank corrects the incorrect transaction due to which funds have been wrongly credited to the Account. Where funds in the Account are insufficient for the correction of the transaction, the Customer shall pay the lacking amount to the Account within 3 (three) business days after receiving the Bank's request for paying the relevant amount to the Account. If the Customer does not return the funds requested by the Bank within a settled term, the Bank shall have the right to charge default interest in accordance with Sub-clause 6.4 of these Payment Services Rules. The Customer does not have the right to dispose the funds, which were transferred to him by mistake.
- 4.16. When the Bank can prove to the Customer (Payer) and, in certain cases, to the Payment Service Provider that the Payee's Payment Service Provider has received the amount involved in the relevant Payment transaction, such Payment Service Provider shall be liable to the Payee for the proper execution of the Payment transaction.
- 4.17. E-invoice:
- 4.17.1. Customer (Payer) wishing to receive E-invoice must have a Bank Account and submit to the Bank or to the Payee, in the procedure specified by the Bank and/or Payee (provided the possibility to submit the request has been provided in the contract between the Bank and the Payee), the duly completed Request for receiving the E-invoice. At the request and instruction of the Payee for receiving E-invoices for different goods/services delivered by the Payee, the Customer (Payer) submits Request separately for each product/service. The Bank will accept and execute the Request if the Bank has technical possibilities for the Customers (Payers) to receive E-invoices from the Payee specified in the Request and the Payee provides the E-invoice service to the Customer (Payer). The Request received at the Bank enters into force on the next Banking day.
- 4.17.2. The Customer (Payer) may receive E-invoice using the internet banking system of the Bank.
- 4.17.3. The Bank shall not control the contents of E-invoices, the date and frequency of submission to the Bank, and shall not be liable if the Payee submits the E-invoice in violation of the Service provision contract and/or other contracts between the Payee and the Payer. The Bank is not responsible for the contents of the E-invoice and for the possibility of getting familiar with it, if the Payee chooses to submit the E-invoice to the Customer (payer) with a link to the external server owned by the third party in internet banking system of the Bank. The Bank will not investigate any claims regarding the content of E-invoices. If the Customer (Payer) has a claim on the E-invoice amount or other details provided in the E-invoice, the Customer (Payer) must submit a claim directly to the Payee who has submitted the E-invoice.
- 4.17.4. The Bank will submit the E-invoice to the Customer (Payer) not less than 2 (two) calendar days before due date of payment of the E-invoice. If because of the fault of the Payee, the Payment service provider or the Operator the E-invoice is submitted to the Bank later than 3 (three) calendar days before the due date of payment of the E-invoice, the Bank may not submit the E-invoice to the Customer (Payer) and not execute the Automatic credit transfer.
- 4.17.5. In order to execute the Request of the Customer (Payer) for receiving the E-invoice, the Bank will receive and transmit the data specified in the Request, E-invoice to the Payee, the Payment Service Provider of the Payee and the Operator. The Customer (Payer) has been informed of such processing and agrees with it.
- 4.17.6. The Customer (Payer) can pay the E-invoice by making the payment transfer every time, by the Automatic credit transfer or in other ways agreed with the Payee.
- 4.17.7. The Customer (Payer) may at any time withdraw its Request, by submitting the relevant request to the Payee or the Bank (if the possibility of cancelling the Request is provided in the contract between the Payee and the Bank). Withdrawal of the Request, received at the Bank, becomes effective on the next Banking day after receipt of the Request cancellation at the Bank.

#### 4.18. Automatic credit transfer:

- 4.18.1. The Customer (Payer) who wishes to pay E-invoices by Automatic credit transfer must conclude a contract with the Bank for E-invoice payment by Automatic credit transfer. The contract for E-invoice payment with Automatic credit transfer is made for each Request separately.
  - 4.18.2. The Customer (Payer), paying E-invoices by Automatic credit transfer, pays E-invoices by giving preliminary beforehand order to the Bank, i.e. the Customer (Payer) is not required to approve separately each transfer for the E-invoice.
  - 4.18.3. The Customer (Payer) must verify the E-invoice prior to the Payment order execution date.
  - 4.18.4. Automatic credit transfer transactions may be executed only in euro.
  - 4.18.5. The Automatic credit transfer is executed on the Payment order execution date specified in the contract for E-invoice payment by the Automatic credit transfer if such day is earlier than the due date of the E-invoice. If the Payment order execution date specified in the contract for E-invoice payment by the Automatic credit transfer is later than the due date of the E-invoice specified in the E-invoice, the Automatic credit transfer is executed on the due date specified in the E-invoice. If the E-invoice is received later than the date of payment execution date selected in the contract for E-invoice payment by the Automatic credit transfer, the Automatic credit transfer is executed on the due date of payment specified in the E-invoice.
  - 4.18.6. The amount specified in the E-invoice shall be paid in full by the Automatic credit transfer. If on the Payment order execution date and 2 (two) Banking days after the Payment order execution date specified in the contract on the payment of E-invoices by the Automatic credit transfer, there are insufficient funds in the Account specified in the contract on the payment of E-invoices by the Automatic credit transfer (address for submission of the E-invoice) for the transfer of the full amount of the Automatic credit transfer, in such case the order of the Automatic credit transfer is not executed.
  - 4.18.7. The Bank executes the Automatic credit transfer only if at the time of transfer:
    - 4.18.7.1. The Contract of the Customer (Payer) on the payment of E-invoices by the Automatic credit transfer is valid;
    - 4.18.7.2. The Account indicated in the Contract of the Customer (Payer) on the payment of E-invoices by the Automatic credit transfer (address for submission of the E-invoice) has sufficient funds for the transfer, and for Commission fees, the Account has not been distrained or the right of the Customer (Payer) for Payment transactions has not been limited on other grounds. The amount of Automatic credit transfer is indivisible, is not remitted in instalments, not debited from the Payer's accounts other than those specified in the contract for E-invoice payment by the Automatic credit transfer;
    - 4.18.7.3. Details of the Payer and the Payee indicated in the E-invoice match the details indicated in the contract for E-invoice payment by the Automatic credit transfer;
    - 4.18.7.4. The monthly limit of E-invoice payment by the Automatic credit transfer is not exceeded.
  - 4.18.8. The contract for E-invoice payment by the Automatic credit transfer is valid for the period indicated in the contract for E-invoice payment by the Automatic credit transfer. If the contract for E-invoice payment by the Automatic credit transfer does not specify the validity term or the validity term is unlimited, the contract for E-invoice payment by the Automatic credit transfer is valid until the Bank receives the Payer's request to terminate the contract for E-invoice payment by the Automatic credit transfer by the order indicated by the Bank.
- 4.19. By signing the Request for receiving the E-invoice, the contract for E-invoice payment by the Automatic credit transfer, the Customer (Payer) confirms that he has made himself familiar and agrees to abide to all conditions specified in the Request for receiving the E-invoice, the contract for E-invoice payment by the Automatic credit transfer, the General Rules, the Payment Services Rules, the Pricelist and other conditions specified in the documents indicated in the contract for the Request for receiving the E-invoice, E-invoice payment by the Automatic credit transfer. The Bank is committed to provide all the necessary conditions for access to the General Rules, the Payment Services Rules, the Request to receive E-invoice, the contract for E-invoice payment by Automatic credit transfer, the Pricelist and other documents by announcing them in all customer service units of the bank and/or on the Internet

website before signing the Request to receive E-invoice, and the contract for E-invoice payment by the Automatic credit transfer.

- 4.20. The Customer (Payer) is responsible for the correctness of information provided in the Request to receive E-invoice, and the contract for E-invoice payment by the Automatic credit transfer. After change of the details indicated by the Customer (Payer), the Customer (Payer) undertakes to provide to the Bank the request for cancellation of the Request to receive E-invoice, the termination of the contract for E-invoice payment by the Automatic credit transfer and submit a new Request to receive E-invoice, and the contract for E-invoice payment by Automatic credit transfer indicating the new details.
- 4.21. The service of E-invoice submission for the Customer (Payer), the Automatic credit transfer service are provided, if the relevant contract has been signed by the Payee and the Payee fulfils its obligations to submit E-invoices to the Bank in a proper manner.
- 4.22. If the Customer (Payer) has indicated incorrect Payer's code in the Payee's information system in the Request to receive E-invoice, and the contract for E-invoice payment by the Automatic credit transfer, the Bank shall not ensure the adequate provision of the service.
- 4.23. The Customer (Payer) has the right to cancel, supplement or modify the contract for E-invoice payment by the Automatic credit transfer at any time by submitting the relevant request to the Bank no later than two (2) Banking days before the execution date of the Automatic credit transfer. The request may be presented to any branch of the Bank or electronically using the procedure specified by the Bank. Any cancellations, supplementations or modifications listed in this paragraph shall not be valid for E-invoices and their payments received before the cancellations, supplementation or modifications of the contract for E-invoice payment by the Automatic credit transfer.
- 4.24. The Bank has the right to unilaterally terminate provision of E-invoice Automatic credit transfer services to the Payer in accordance with the procedure and cases specified in the Payment Services Rules and General rules.

## **5. TIME LIMITS FOR THE EXECUTION OF PAYMENT SERVICES**

- 5.1. A Payment order shall be deemed as received in the Bank on the day of its receipt, if the Payment order was received prior to the moment of the time specified in the Price-list. Where a Payment order was received by the Bank after the time specified in the Price-list or on a Non-business day, it shall be deemed that the Payment order was received at the Bank on the first Banking day following the day on which the Payment order was submitted to the Bank except for cases referred to in Sub- Clause 7.2 of these Payment Services Rules and in the Price-List. The Bank shall have the right to debit the Customer's Account with the amount of the Payment order on the date of submission of the Payment order to the Bank.
- 5.2. By agreement between the Bank and the Customer initiating a Payment order, the execution of the Payment order may be started on a specific date or at the end of a specific period or, if the Customer is a Payer, on the date when the Customer provides funds to the Bank. In cases referred to in this Sub-Clause it shall be deemed that the Payment order has been received at the Bank on the agreed date. If the agreed date is not a Banking day, the Payment order shall be deemed to be received on the next Banking day.
- 5.3. Where the Bank accepts the Payer's Payment order which does not contain complete information required by the Bank (such as the Payee's name, the Payee's IBAN account number etc.) and the Bank uses third parties in order to process the information in the Payment order and to finalize the Payment order (e. g. where payments are accepted according to utilities bill books), then Payer's Payment order shall be deemed to be received upon receipt of complete information required for the execution of the Payment order from such third parties.
- 5.4. Where the Customer is a Payee, the Bank shall ensure that the amount of the Payment transaction is at the Customer's disposal immediately after that amount is credited to the Account and the Bank receives full information required for the crediting before the time limit specified in the Price-list.
- 5.5. Where cash is being placed to the Customer's Account in the currency of the Account, the Bank shall ensure that the amount is at the Customer's disposal not later than on the next Banking day upon



crediting of the funds; where the Customer is the Consumer, the Bank shall ensure that the amount is at the Customer's disposal immediately after the point of time of the receipt of funds.

- 5.6. The execution term of other Bank's payment services shall be specified in the Agreement and/ or the Price- list and/ or other documents (e. g. applications, questionnaires etc.).
- 5.7. Where any action must be taken or any amount must be paid under these Payment Services Rules and/ or the Agreement on a date which is not a Banking day, then the next Banking day of the same calendar month shall be deemed to be the date of the action or payment or, if there are no more Banking days in the relevant month, the action shall be taken or the payment shall be made on the first Banking day of the next calendar month except for such cases specified in the Agreement when the action must be taken or the payment must be made on the last Banking day of the relevant calendar month.

## **6. COMMISSION FEES, INTEREST RATES AND CURRENCY EXCHANGE**

- 6.1. In consideration for Payment transactions executed and/ or related services provided by the Bank the Customer shall pay to the Bank the Commission fee specified in the Price-list and in accordance with the order prescribed herein and in the General Rules.
- 6.2. In cases established by the Bank, the Customer may pay Commission fee to the Bank in cash prior to the Payment transaction or immediately thereafter.
- 6.3. The Bank may debit the Customer's Account in which the Payment transaction is executed with the amount of the Commission fee. The Bank shall also have the right to debit other Accounts of the Customer in the Bank with the Commission fee without the Customer's specific consent. The Bank also has the right to debit the Customer's Account with all and any amounts payable by the Customer to the Bank. The Customer shall ensure that no overdraft arises in the Account/Accounts in case of such debit. Where the Payment transaction is executed using the Customer's Account and the funds in that Account are insufficient for the execution of the Payment transactions and the charging of the Commission fee, the Bank shall not execute the Payment transaction.
- 6.4. In case if an overdraft arises in the Account, default interest and administration fee at the rates specified in the Price-list shall be charged. Default interest shall be charged on each delayed day starting from the due date that is Banking day until the date on which the overdraft is covered. The Customer shall grant the Bank the right to debit any Customer's Account in the Bank with the default interest accrued without specific consent of the Customer. The Customer shall grant the Bank the right to debit any of the Customer's Account opened in the Bank to accrue the debit of the Customer.
- 6.5. In case if the funds in the Account are insufficient for the payment of the Commission fee or other charge in the currency set in the Price-list, the Bank shall have the right to convert the funds into the currency set in the Price-list at the Reference exchange rate. Executing the Payment transaction, a currency exchange at the Reference exchange rate may be applied if the currency specified in the Payment order does not coincide with the account currency.
- 6.6. Changes in the Reference exchange rate shall apply immediately and without notice; information about changes in the Reference exchange rate established by the Bank shall be available at the Bank's website or at the Bank's branch offices unless the Bank and the Customer have agree otherwise.
- 6.7. Commission fees for Bank's payment services charged on a regular bases shall be payable by the Customer proportionally up to the termination of the Agreement. If such Commission fees were paid in advance and if the Customer is the Consumer, it shall be reimbursed proportionally. In case if, upon termination of the Agreement, the Customer has debt obligations to the Bank, the reimbursed share of the Commission fee paid in advance shall be used for the setting off of such obligations. Where the Customer is not the Consumer, the Commission fee paid in advance shall not be reimbursed upon termination.
- 6.8. Where the Customer has received a credit from the Bank for the conduct of Payment transactions, the Customer shall pay interest on credit at the rate set in the Agreement and/ or the Price-list.
- 6.9. The Bank shall pay interest to the Customer for funds in the Account if it is specified in the Agreement and/ or Price-list. Where interest for the current month account balance is paid, the bank shall calculate the amount of interest on the last date of each month and shall pay them into the Account provided if

this is specified in the Agreement. Interest shall accrue on the funds balance in the Account which is calculated after the completion of that particular day's last transaction in the Account. For the purposes of calculation of interest it shall be deemed that a year has 360 days. The interest accrued shall be paid according to the procedure established in the Agreement and/ or the Price-list.

## 7. PROTECTION OF PAYMENT INSTRUMENTS

- 7.1. On receipt of a Payment instrument the Customer shall:
  - 7.1.1. use the Payment instrument according to the provisions governing the receipt and use thereof as stated in the Agreement and/ or the service provision rules;
  - 7.1.2. take proper actions to protect the personalized security features of the Payment instrument as stipulated in the Agreement;
  - 7.1.3. having found about theft or other loss of the Payment instrument as well as having found or suspecting any unlawful acquisition or unauthorized use of the Payment instrument or suspecting that the personalized security features have or could have become known to third parties, notify the Bank or another person specified in the Agreement immediately. The method of providing notice shall be specified in the Agreement.
- 7.2. The Bank shall have the right to block the Account and/ or the Payment instrument:
  - 7.2.1. for objective reasons related to the security of the funds in the Account and/ or the Payment instrument;
  - 7.2.2. in case of suspecting unauthorized use of the funds in the Account and/ or the Payment instrument or in case of considerably increased risk that the Customer will be in default of his/her payment obligations (including usage of the Payment instrument with a credit
  - 7.2.3. in case of the Customer's failure or failure of the person, which was granted by the Customer the right to use, manage and/or dispose of the Account and/or the Payment instrument, to comply with the terms and conditions of the Agreement or other agreements concluded with the Bank;
  - 7.2.4. in case if the Bank suspects unauthorized use of the funds in the Account and/or the Payment instrument by third parties;
  - 7.2.5. in case if the Bank suspects that the Account and/ or the Payment instrument has been or can be used for criminal activities;
  - 7.2.6. the Bank receives well-grounded information of the Customer's death;
  - 7.2.7. the Bank receives contradictory information on persons entitled to represent the Customer;
  - 7.2.8. in case of repeated incorrect use of the Customer's identification means in the process of using Electronic payment instrument;
  - 7.2.9. in case the Customer has failed to provide, within the time limits set by the Bank, information and/ or the documents or part of them that the Bank has requested for the purposes of money laundering and terrorist financing prevention or for compliance with sanctions' requirements;
  - 7.2.10. in cases provided for in the Lithuanian laws and regulations and the Agreement.
- 7.3. In cases referred to in Sub-Clause 7.2 of the Payment Services Rules, the Bank shall notify the Customer, by the method stipulated in the Agreement, on the blocking of the Account and/or Payment instrument and the reasons therefore, where possible prior to the blocking but not later than immediately after the blocking except for cases where such information would weaken the security or is prohibited under the current legislation. The Bank shall have the right to charge the Commission fee (except for cases where the Customer is the Consumer) for the sending of notices of blocking.
- 7.4. The Account and/ or the Payment instrument shall be blocked if the Customer provide relevant application to the Bank by the method specified in the Agreement or informs the Bank that the Payment instrument issued to the Customer was stolen or lost otherwise, or the funds in the Account and/ or the Payment instrument is otherwise used or can be used unlawfully. The Bank shall be entitled to request that the Customer's oral application for the blocking of the Account and/ or the Payment instrument would be subsequently confirmed in writing or another method acceptable to the Bank. Where the Account and/ or the Payment instrument has been blocked on the Customer's initiative, the Bank shall lift the blocking only on receipt of the Customer's written application unless the Agreement states

otherwise. The Bank may replace, at the Customer's request, the Payment instrument that has been blocked by a new one charging the fee specified in the Price-list. The Bank shall store evidence of the notice of the loss, theft, unlawful gaining or unauthorised use of the Payment instrument during 18 months from the date of receipt of the notice.

- 7.5. The Bank shall unblock the Account and/ or the Payment instrument (or replace it with a new Payment instrument) when the reasons for the blocking no longer exist.
- 7.6. The Bank shall not be liable for the Customer's losses incurred due to the blocking of the Account and/ or Payment instrument if the blocking took place according to the procedure specified in the Agreement or the incorrect or false information was provided to the Bank and the Bank had acted on the basis of the provided or available information

## **8. LIABILITY**

- 8.1. The Bank shall be liable for improper provision of the Bank's payment services and/or execution of Payment transactions under the law, these Payment Services Rules and the General Rules.
- 8.2. The Bank shall not be liable for actions or omissions of other Payment Service Providers and correspondent banks due to which the Bank is prevented from proper and timely fulfilment of its obligations related to the execution of a Payment order. The Bank shall not be liable for mutual claims of the Payers and Payees and shall not deal with such claims.
- 8.3. The Bank shall not be liable for additional costs or indirect losses incurred by the Customer (not received income/profit etc.) related to a Payment transaction that was not executed or was executed improperly. The Bank shall not be liable for the Customer's losses incurred due to changes in currency exchange rates.
- 8.4. In case of delay in execution of a Payment order through the Bank's fault the Bank shall pay to the Customer penalty at the rate of 0.02% of the amount of the Payment order for each delayed day.
- 8.5. The Customer shall inform about lost, stolen or unlawfully gained Payment instrument as provided for in these Payment Services Rules. Upon serving of the notice referred to in Sub-Clause 7.4 to the Bank, any losses incurred by the Customer arising from the lost, stolen or unlawfully gained Payment instrument shall be borne by the Bank except for cases when the Customer has acted in bad faith. Should the Bank fail to enable the Customer to inform about the loss, theft or unlawful gaining of Payment instrument at any time, any losses arising from unauthorized use of the Payment instrument shall be borne by the Bank except for cases when the Customer has acted in bad faith.
- 8.6. Liability for improper execution of Payment transactions:
  - 8.6.1. the Customer shall check, at least once in a month, information on Payment transactions conducted in the Account. The fact that the Customer did not request to receive an Account statement specifying the Payment transactions shall not release the Customer from this duty;
  - 8.6.2. the Customer shall notify the Bank in writing of any unauthorized or unduly executed Payment transactions as well as of any other errors, discrepancies or inaccuracies in the Account statement specifying the Payment transactions. The Customer shall notify the Bank in writing of any unauthorized or incorrect debiting of the Account immediately but not later than within 30 (thirty) calendar days from the date on which the Bank, in the Customer's opinion, executed an unauthorized or incorrect Payment transaction; where the Customer is the Consumer – within 13 (thirteen) months from the date of debiting the Account. These time limits shall not apply if the Bank has failed to furnish the Customer with the information on unauthorized or incorrect Payment transaction or has failed to grant the Customer access to such information;
  - 8.6.3. should the Customer fail to notify the Bank in the time terms as specified in Sub-Clause 8.6.2 above, it shall be deemed that the Customer agrees with the Payment transactions executed in the Account;
  - 8.6.4. where the Customer, who is the Consumer, denies having authorized an executed Payment transaction or claims that the Payment transaction was executed incorrectly, the Bank shall assume the burden of proof that the Payment transaction was authenticated, accurately recorded, entered in the Accounts and not affected by technical breakdown or some other disturbances. In

such a case, the use of the Payment instrument recorded by the Bank shall not necessarily be sufficient to prove either that the Payment transaction was authorized by the Customer, or that the Customer acted fraudulently or failed with intent or gross negligence to fulfil one or more obligations referred to in Sub-Clause 7.1. due to gross negligence. Where the Customer is not the Consumer, the use of the Payment instrument recorded by the Bank shall be sufficient to prove that the Customer has authorized the Payment transaction;

- 8.6.5. Where the Customer is the Consumer, the Customer shall bear losses relating to any unauthorized Payment transactions up to EUR 150 (one hundred fifty), where the losses result from:
  - 8.6.6. use of lost or stolen Payment instrument;
  - 8.6.7. misappropriation of the Payment instrument if the Customer has failed to keep the personalized security features safe.
- 8.6.8. Where the Customer is not the Consumer, he shall bear any losses arising from the above- said reasons.
- 8.6.9. The Customer shall bear any losses relating to any unauthorized Payment transactions if the Customer has incurred them while acting fraudulently or by failing to fulfil the duties referred to in Sub-Clause 7.1 with intent or gross negligence.
- 8.7. The Bank, upon receipt of the customer's notification in the terms specified in paragraph 8.6.2, about non-execution or improper execution of the Payment transaction initiated by the Payer shall take means in all cases to trace the Payment transaction and notify the Customer (Payer/the Payee) of the search results. Having found that the Payment transaction was not authorized by the Customer or was carried out not properly, the Bank shall return to the Customer the amount of such Payment transaction and restore the balance of the Account from which the amount was debited that would have existed if no Payment transaction had taken place, except as provided in this Agreement, when the responsibility for unauthorized Payment transaction rests with the Customer. If the funds are returned according to the Payment order for the reasons beyond the Bank's control (incorrect details of the Payment order, the Payee's account is closed, etc.), the repayment amount is credited to the Customers' Account. Fees paid by the Payer for the execution of the Payment order shall not be refunded, accrued interest on the missed deadline of the version of the Payment order shall not be paid, and fees and expenses related to the return of funds shall be debited from the Customer's Account.
- 8.8. Where Payment transaction was not executed or was unduly executed through the fault of the Bank, the Bank shall be liable to the Customer for the Commission fees and interest which were paid by the Customer to the Bank or which the Customer would have received from the Bank if the Payment transaction was duly executed.
- 8.9. The Customer (Payer) shall be entitled to recover the full amount of the authorised and completed Automatic credit transfer transaction from the Bank if all the following conditions are met:
  - 8.9.1. no accurate Automatic credit transfer amount has been specified when authorizing the Automatic credit transfer transaction;
  - 8.9.2. the amount of Automatic credit transfer exceeds the amount which could be reasonably expected by the Customer (Payer) having regard to its previous costs, on the conditions of Contract and other circumstances. If the Customer (Payer), while instructing the Bank to execute the Automatic credit transfer, specifies monthly limit of the Automatic credit transfer, it shall be assumed that the Customer (Payer) could have reasonably expected such largest amount of the Automatic credit transfer transactions;
- 8.10. At the Bank's request the Customer (Payer) is required to provide details about the conditions referred to in paragraph 8.9. In order to ensure the repayment of the amount of Automatic credit transfer transaction, the Bank shall submit to the Payee and the Payment service provider of the Payee the Customer's (Payer's) name, personal identification number, the details of the Automatic credit transfer (date and transaction amount), Payee's details, the date of request for the return of funds to the Bank, and information about the conditions referred to in paragraph 8.9. The Customer (Payer) has been informed of on such processing of data and agrees with it.

- 8.11. The Customer (Payer) is not entitled to the refund of the amounts of Automatic credit transfer transactions according to paragraph 8.9. in case the E-invoice was submitted to the Customer (Payer) at least four weeks before the execution of the Automatic credit transfer transaction.
- 8.12. The Customer (payer) is entitled to request from the Bank to refund the authorised Automatic credit transfer amount within eight weeks from the date when the funds were debited from the Account.
- 8.13. Upon receipt of the Customer's (Consumer's) request for a refund of an authorized Automatic credit transfer transaction amount, the Bank shall within 10 business days refund the full amount or indicate the reasons for which he refuses to return it, and the procedure for appeal of the refusal.
- 8.14. Upon refund of the amount of the Payment transaction by the Bank according to the procedure set out in Sub-Clauses 8.7., 8.9., the Payee (Customer) shall immediately refund to the Bank the amount of the Payment transaction transferred to the Payee's account and agrees to the debiting of his accounts in the Bank with such amount of the Payment transaction.

## **9. PROCEDURE FOR THE INVESTIGATION OF CUSTOMERS' COMPLAINTS AND APPLICATIONS**

- 9.1. The Customer shall submit complaints and applications and the Bank shall investigate the Customer's complaints and applications concerning the services provided by the Bank in accordance with the procedures prescribed in the General Rules.

## **10. VALIDITY, AMENDMENTS, TERMINATION OF THE AGREEMENT**

- 10.1. Agreement and the Payment Services Rules shall take effect, be valid and may be amended in accordance with the order prescribed in the General Rules. In addition to the cases indicated herein, the Agreement may be terminated in cases and in accordance with the order prescribed in the General Rules.
- 10.2. The Bank may charge the Commission fee in case of the Customer's unilateral termination of the Agreement concluded for longer than 12 months period or without any time limit except the case when 12 months have passed from the time Agreement was concluded.
- 10.3. In case there are co-holders of the Account and any of them may manage the Account according to the Account Agreement, a written notice from one of them to the Bank in accordance with the order prescribed in the General Rules shall be sufficient for expressing disagreement with the proposed amendments to the General Rules or these Payment Services Rules. If the Account Agreement stipulates otherwise, all the co-holders shall express their will and if at least one of them disagrees with the proposed amendments, the Agreement shall be terminated following the procedure prescribed in the General Rules.
- 10.4. The Customer or the Bank may terminate, on a unilateral basis, the Agreement upon giving the other party a 30 (thirty) days' written notice; where the Customer is the Consumer, the Bank may terminate the Agreement by giving the Customer a 60 (sixty) days' written notice of termination.
- 10.5. The Customer may terminate the Account Agreement at any time upon giving a written notice to the Bank, settling up with the Bank in full and specifying the account to which the funds balance is to be transferred. Where, upon such termination of the Account Agreement, funds remain in the Account and the Customer has no other Account in the Bank, the Bank shall hold the funds in the name of the Customer, however, no interest shall be paid on such funds.
- 10.6. The Bank shall be entitled to terminate the Account Agreement by giving the Customer a notice by the order and within the term referred to in Sub-Clause 10.4 provided that:
  - 10.6.1. for more than a year there have been no funds in the Account and there have been no transactions in the Account or
  - 10.6.2. for more than a year there have been no transactions in the Account or Account balance in decreased in such a way that minimum amount of 50 Euro or equivalent in other currency is not reached, and where the Customer is the Consumer - minimum amount of 10 Euro or equivalent in other currency is not reached, and within respective term referred to in Sub-Clause 10.4 for

notice regarding termination of Agreement, the Customer fails to increase the Account balance up to respective minimum amount.

On termination of the Account Agreement the Customer may not use any services related to the Account.

10.7. Any funds remaining in the Customer's Account upon termination of the Agreement shall be transferred to the Bank's internal account and held until the Customer demands them.

10.8. The Bank shall be entitled to immediately suspend or terminate provision of the Bank's payment services in respect of currencies other than euro, in case provision of the Bank's payment services in a specific currency becomes impossible due to suspension or termination of the services of correspondent banks or other involved service providers. In such case upon receipt of the Bank's notification, the Customer shall within the term specified in the Bank's notification transfer the funds to another account. If the Customer does not perform actions specified hereinabove within the term identified in the Bank's notification, the Bank shall have the right to exchange the funds into euro without prior notice using the Reference exchange rate and credit such funds into the Customer's Account in euro or, in case the Customer has no Account in euro, to transfer the funds converted to euro to the Bank's internal account where the funds shall be held until the Customer demands them. In such case the Bank shall not be responsible for Customer's losses due to currency exchange.

## **11. NOTICES**

11.1. All notices and information provided by the Bank or the Customer to the other party shall be transmitted in accordance with the order prescribed in the General Rules.

11.2. The Bank shall provide the Customer with information, on a regular basis (once in a month), about the transactions executed in the Customer's Account or shall grant the Customer access to it by the method agreed between the Bank and the Customer including electronic mail, internet banking or Bank's branch offices. Such information shall be provided to the Customer via electronic mail or Internet banking or at Customer service units free of charge.

11.3. The Bank shall charge the Commission fee for informing the Customer by the methods other than those referred to in Sub-Clause 11.2. The Bank and the Customer may agree on the Commission fee payable for additional information provided by the Bank to the Customer, for informing the Customer more frequently than once in a month, or for transmitting information by communications means other than those referred to in the Agreement.

## **12. DEPOSIT GUARANTEE**

12.1. Information about the deposit and funds insurance conditions and the cases in which deposits/funds are not covered and the payout limits apply to them is presented in Annex 1 to these Payment Services Rules.

## ANNEX 1 TOLUMINOR BANK AB PAYMENT SERVICES RULES

## DEPOSITOR INFORMATION SHEET

<b>Basic information on deposit coverage</b>	
<b>Deposits held at Luminor Bank AB are covered</b>	by the state company Deposit and Investment Insurance
<b>Payout limit</b>	up to EUR 100,000 per depositor per credit institution <sup>1</sup>
<b>If you have more deposits at the same credit institution</b>	all your deposits held at the same credit institution are added up and the total is subject to the limit of EUR 100,000 <sup>1</sup> -
<b>If you have a joint account with other person(s)</b>	the limit of EUR 100,000 applies to each depositor <sup>2</sup>
<b>Reimbursement period in case of credit institution's failure to meet its obligations</b>	20 working days <sup>3</sup> (to be updated if a different period becomes valid)
<b>Currency of reimbursement</b>	Euro
<b>Contact</b>	SC Deposit and Investment Insurance at Algirdo str. 31, Vilnius, tel: +370 5 2135657, fax: +370 5 2135546, email: <a href="mailto:idf@idf.lt">idf@idf.lt</a>
<b>More information</b>	<a href="http://www.iidraudimas.lt">www.iidraudimas.lt</a>

**Notes:**

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

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

More information can be obtained at the website: [www.iidraudimas.lt](http://www.iidraudimas.lt).

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

<sup>3</sup> Payment of insurance compensations.

The state company Deposit and Investment Insurance is responsible for the deposit insurance system (Algirdo str. 31, Vilnius, tel: +370 5 2135657, fax: +370 5 2135546, email: [idf@idf.lt](mailto:idf@idf.lt)), website: [www.iidraudimas.lt](http://www.iidraudimas.lt). It will repay your deposits (up to EUR 100,000) not later than:

- within 20 working days until 31 December 2018;
- within 15 working days from 1 January 2019 until 31 December 2020;
- within 10 working days from 01 January 2021 until 31 December 2023;
- within 7 working days from 1 January 2024;

Where until 31 December 2023 deposit insurance compensations are not made available within 7 working days from the day of an insured event, from 16 May 2016 the depositor, within 5 working days of a request, is paid the

amount of his or her covered deposits to cover the minimum monthly wage, however not higher than the amount of his or her eligible deposits (advance insurance compensation).

If no insurance compensation is paid to you within these deadlines, you should contact the state company Deposit and Investment Insurance. More information can be obtained at [www.iidraudimas.lt](http://www.iidraudimas.lt).

**Other important information:**

In principle, all retail depositors and businesses are covered by the state company Deposit and Investment Insurance.

Exceptions for certain deposits/funds in the accounts are stated on the website of the state company Deposit and Investment Insurance [www.iidraudimas.lt](http://www.iidraudimas.lt). The Bank will also inform you on request whether certain products are covered or not. If deposits are covered, the Bank shall also confirm this on the statement of the account.

**Cases in which deposits are not covered or the payout limits apply to them:**

**The subject of deposit coverage is not:**

- 1) deposits of other credit institutions held at their expense and on their behalf;
- 2) own funds of a credit institution;
- 3) deposits regarding which a judgement of conviction has been adopted in a criminal case concerning money laundering;
- 4) deposits of financial institutions;
- 5) deposits of management companies;
- 6) deposits of financial brokerage firms;
- 7) deposits of unidentified owners (deposits held in anonymous and encrypted accounts);
- 8) deposits of insurance and reinsurance companies operating under the Law of the Republic of Lithuania on Insurance;
- 9) deposits of collective investment undertakings;
- 10) deposits of pension funds;
- 11) deposits of state and municipal institutions and agencies as defined in the Law of the Republic of Lithuania on the Civil Service, except funds owned by other persons and held in the deposit accounts of such institutions and agencies;
- 12) deposits of the Bank of Lithuania;
- 13) debt securities issued by the deposit insurance system participant and liabilities related to its acceptances and promissory notes;
- 14) electronic money and funds received by electronic money institutions from electronic money holders for the purpose of exchange into electronic money.

**Payout limits:**

1. Insurance compensations are not paid:
  - 1) for deposits, funds, money, securities, and liabilities that are not the subject of deposit coverage (as mentioned in this form above);
  - 2) to depositors for the deposits in the account in which over the recent 24 months before the day of an insured event none of the deposit-related transactions has been performed and the deposit amount held is less than EUR 10.
2. The payment of insurance compensations is suspended when a depositor or another person having the right of claim to insurance compensation is convicted of money laundering before enforcement of the final court decision.

**Postponement of the deadline for the payment of insurance compensation:**

In the cases provided for in the Law of the Republic of Lithuania on Insurance of Deposits and Liabilities to Investors (read more at [www.iidraudimas.lt](http://www.iidraudimas.lt)) the payment of insurance compensation for deposits may be postponed, for example, in the case of insufficient information to evidence the right to insurance compensation for the deposit, or in the case of an ongoing court dispute about the deposit, or if the depositor's right to dispose of the deposit is restricted.