

## NORDEA BANK AB LITHUANIA BRANCH GENERAL SERVICE RULES

In effect from 1st of January, 2015

### 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 (amendmending or adding), providing, publishing, using, logical and/or arithmetic operations, searching, disseminating, destructing or any other actions or a combination thereof.
- 1.3. **Authentication** – the procedure which allows to the Bank to verify the use of specific payment instrument including its personalized security features.
- 1.4. **Bank** – Nordea Bank AB, identification code 516406-0120, registered office at SE-105 71 Stockholm, Sweden, registered with Swedish Companies Registration Office, operating in the Republic of Lithuania through Nordea Bank AB Lithuania Branch, registered office address Didžioji g. 18, Vilnius, LT 01128, Lithuania, business ID 303252632, data registered and stored with the Register of Legal Person of the Republic of Lithuania. Electronic mail address of the Bank info@nordea.lt, telephone: +370 52 361 361.
- 1.5. **Bank's website** – the Bank's website www.nordea.lt.
- 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. **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 Labour Code of the Republic of Lithuania.
- 1.12. **Electronic payment instruments** – personalised 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. **Payee** – a natural or legal person who is the intended to recipient of funds which have been the subject of a payment transaction (cash (banknotes and coins), scriptural money in the account and/or electronic money).
- 1.14. **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.
- 1.15. **Instructions Regarding USA Customers** - means the instructions provided in Annex 1 to the General Service Rules.
- 1.16. **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.
- 1.17. **Customer** – a natural or legal person that has entered into the Agreement with and/or uses the Bank's services.
- 1.18. **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.).

- 1.19. **Commission fee** – charges payable by the Customer to the Bank for the Bank’s services provided to and the transactions executed for the Customer.
- 1.20. **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.
- 1.21. **Payment order** – an instruction by the payer or the payee to the Bank requesting the execution of a payment transaction.
- 1.22. **Payment transaction** – an act, initiated by the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of the payer’s and the payee’s underlying obligations on which the transaction is based.
- 1.23. **Payment Service Provider** – any institution providing credit or other payment services.
- 1.24. **Payment instrument** – any personalised 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. **Nordea Group** – all legal persons controlled by Nordea Bank AB (publ) (a company established in the Kingdom of Sweden), directly or indirectly.
- 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. **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 service rules shall apply, unless the Service Provision Rules contain explicit clauses of non-application of the General Rules or specific provisions thereof.
- 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 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).
- 1.35. **Consent for direct debit of the funds** (hereinafter the Consent) – the consent of the Payer given according to the procedure established by the Bank to pay according to the direct debit orders submitted to the Bank by the Recipient of the funds specified in the Consent.
- 1.36. **Direct debit** – a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the payer's consent given to the payee, to the payee's payment service provider or to the payer's own payment service provider.
- 1.37. **Direct debit payment order** – the Beneficiary’s payment instruction to the Bank to transfer funds from the Payer's account to the Recipient's account.
- 1.38. **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.
- 1.39. **Foreign state** – a state which is not an EU Member State and not a member of the European Economic Area (EEA).

- 1.40. **Member State** – a state which is an EU Member State, the European Economic Area (EEA) member.
- 1.41. **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 6.1 and 7.4 of these General 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 General Rules except Sub-Clause 6.4.;
  - 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 6.1., 6.5.2. , 6.5.5., 12.10.2., 15.4., 15.8. and 16.5. of the General Rules.
- 2.2. The Bank applies other rules for USA Customers concerning provision of services and products established in the Instructions Regarding USA Customers.
- 2.3. 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 General 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, and the Bank requests to open a current Account with the Bank. The Agreement shall be deemed to be concluded when the Bank and the Customer agree on the rules and conditions of Account opening thereof; where also other payment services are provided – when the Bank and the Customer agree on the rules and conditions of provision of payment services.
- 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 General 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 General Rules.
- 3.5. 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 (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 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 (covenantees), on its discretion, for concluding the Agreements or for refusing to conclude them.

## **4. DOCUMENTS SUBMITTED TO THE BANK. CUSTOMER'S SIGNATURE**

- 4.1. Only original documents shall be submitted to the Bank unless the Bank specifies otherwise.
- 4.2. 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.

- 4.3. Where the Customer uses electronic Payment 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. Documents and instructions approved by such means shall have the same legal effect as the Customer's documents signed by hand and attested by seal (where applicable).
- 4.4. The Bank shall have the right to request than any documents drawn up in a foreign country would be legalised or apostilled.
- 4.5. 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.
- 4.6. Any costs related to the drawing up, delivery and submission of the documents to the Bank, translation, notarial certification and/or legalisation of the documents or obtaining an Apostille therefor shall be borne by the Customer.
- 4.7. The Bank shall have the right to retain and store notarised copies of documents or, if possible, original documents submitted by the Customer. If the Bank does not retain the originals or notarised 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 itself that the documents and the data contained therein are true. The Customer agrees to respect and not to object to such right of the Bank.
- 4.8. 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.

## **5. IDENTIFICATION AND REPRESENTATION OF THE CUSTOMER**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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:
  - 5.3.1. personal ID card (applicable to Lithuanian citizens);
  - 5.3.2. passport;
  - 5.3.3. driver's licence issued after 31 December 2002 (applicable to Lithuanian citizens);
  - 5.3.4. residence permits in the Republic of Lithuania (temporary or permanent).
  - 5.3.5. the Bank shall be entitled not to accept documents other than those referred to above.
- 5.4. 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 5.3 and/or according to the Signature and Seal Sample Card provided by the Customer to the Bank.

- 5.5. Identification of a legal person shall be based on the following documents:
  - 5.5.1. registration certificate/ extract from the Register of the legal entities;
  - 5.5.2. Articles of Association / Statute / other documents of incorporation;
  - 5.5.3. Signature and Seal Sample Card;
  - 5.5.4. any other documents acceptable to the Bank.
- 5.6. Apart from the Customer, a duly authorised 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.
- 5.7. The Customer's representative may represent the Customer if such representative provides the Bank with a document evidencing the authorisations granted to him/ her (an agreement, power of attorney, etc.). The Bank shall accept only such authorisations evidencing documents that clearly and unequivocally identify the Customer, the Customer's representative and the authorisations 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.
- 5.8. 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.
- 5.9. 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:
  - 5.9.1. 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.
  - 5.9.2. 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.
- 5.10. 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 authorisations are being checked.
- 5.11. The Bank shall have the right to identify the Customer by the electronic identification means, verbally, by telephone or otherwise if stipulated in the Agreement.
- 5.12. 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 as it is stated in the Clause 10.1.3.
- 5.13. The Customer shall immediately notify the Bank in writing of the withdrawal of authorisations 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.

## **6. AUTHORISATION AND EXECUTION OF PAYMENT TRANSACTIONS, REVOCABILITY**

- 6.1. Prior to start of the payment transaction initiated by the Customer (Payer) under the General 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.
- 6.2. A payment transaction shall be executed upon receipt of the Payment order and upon authorisation of the transaction.
- 6.3. Information to be specified in the Payment order:
  - 6.3.1. 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.
  - 6.3.2. 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.
  - 6.3.3. 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.
- 6.4. Authorisation of Payment transactions:
  - 6.4.1. A Payment transaction shall be deemed authorised 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 (authorisation) to execute a Payment transaction may be given also after execution of the Payment transaction.
  - 6.4.2. 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.
- 6.5. Withdrawing a payment transaction:
  - 6.5.1. The Customer may revoke his consent to a payment transaction at any time prior to the moment of irrevocability established in Sub-Clauses 6.5.2– 6.5.5. 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 authorised unless the Bank and the Customer agree otherwise.
  - 6.5.2. The Payment order may not be revoked once it was received by the Payer's Payment Service Provider except the cases specified in the General Rules.
  - 6.5.3. Where a payment transaction is initiated by or through the payee, the Customer (Payer) may not revoke a Payment order after the Payment order was transmitted or the Payer has given his/ her/ its consent to the Payee to execute a Payment transaction. However, in the case of a Direct debit, the Payer may revoke the consent to the Direct debit transaction/ payment order by the end of the Business day preceding the day on which the Payer and the Payee have agreed to debit funds from the Payer's Account. The Bank shall not bear responsibility for

with the Payer.

- 6.5.4. Payment orders referred to in Sub-Clause 7.2 of the General Rules may be revoked no later than by the end of the Business day preceding the day agreed.
- 6.5.5. After the time limits set in Sub-Clauses 6.5.2.- 6.5.3, a payment order may be revoked only if agreed between the Customer and the Bank; in cases referred to in Sub-Clause 6.5.3 the Payee's consent is also required.
- 6.6. 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.
- 6.7. 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.
- 6.8. Where a Payment order is initiated by or through the Customer (Payee), the Bank shall immediately transmit the payment order to the Payment Service provider of the Payer. The Bank as the Customer's (Payee's) Payment Service Provider shall be liable for the proper transmission of the payment order to the Payment Service Provider of the Payer. When executing payment orders initiated by the Customer, the Bank shall transmit to the Payment Service Provider of the Payer the information provided in the payment order.
- 6.9. The Bank shall have the right to the following actions related to a Payment Transaction or a Payment Order:
  - 6.9.1. 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 authorised 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 authorised to use the account.
  - 6.9.2. 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.
  - 6.9.3. 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.
  - 6.9<sup>1</sup>. 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 organisations, Republic of Lithuania or other countries, as well as the application of which is mandatory to the Bank under the Bank's internal policy.
- 6.10. The Bank shall have the right not to accept nor execute the Customer's instructions, orders or transactions of financial instruments 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.
- 6.10<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.
- 6.11. 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.
  - 6.12. 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.
  - 6.13. The Bank and the Customer may stipulate in the Agreement the spending limits for Payment transactions executed through that Payment instrument.
  - 6.14. 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.
  - 6.15. 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 8.5. The Customer does not have the right to dispose the funds, which were transferred to him by mistake.
  - 6.16. 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 transaction.
  - 6.17. Direct debit:
    - 6.17.1. Customer who wishes to use the Direct debit service, must have an account with the Bank and submitted a properly completed Consent to the Bank or the Beneficiary according to the procedure specified by the Bank.
    - 6.17.2. By signing the Consent, the Payer acknowledges that he understands and complies with all terms and conditions specified in the Consent, the General Rules, the Price lists and other documents. The Bank undertakes to provide all the necessary conditions for access to the General Rules, the Consent, the Price lists and other documents in all the Bank's customer service divisions and / or the Bank's internet website prior to signing the Consent.
    - 6.17.3. The Bank shall make Direct debit transfer only in the currency which is denominated in the Payer's payment obligation to recipient and in case if:
      - 6.17.3.1. The Payer's Consent is valid;
      - 6.17.3.2. The account specified in the Payer's Consent has sufficient funds to carry out the transfer and pay the Commission fees, the account has not been frozen or the Payer's right dispose assets in the Account is not otherwise restricted and there are no other Grounds for not complying with the payment transaction order specified in the General Rules. The amount specified in the Direct debit payment order shall be inseparable, not transferred in parts, shall not be deducted from Payer's accounts other than the account specified in the Consent. If the account specified in the Consent has insufficient funds for transferring the entire amount specified in the Direct debit payment order the Direct debit payment order shall not be executed in such case.



- 6.17.3.3. The Payer and the Recipient information specified in the Direct debit payment order shall match the data specified in the Consent;
- 6.17.3.4. The transfer amount does not exceed the limit of one debit transfer specified in the Consent.
- 6.17.4. The Bank does not control the date and frequency of submitting payment orders to the Bank. The Bank shall not be liable if the Recipient submits the Direct debit payment order in violation to the Service provision contract and / or other agreements between the Payer and the Recipient. The Recipient can repeat the corresponding Direct debit payment order within the terms specified or established by the Payers of the Recipients.
- 6.17.5. The Payer undertakes to pay to the Bank the commission charges established by the Bank effective on the date of transfer of the funds.
- 6.17.6. The direct debit service will be provided until the Bank informs the Recipient of the end of the provision of the Service or until the expiration of the Consent of the Payer and the agreement between the Recipient and the Bank.
- 6.17.7. The Consent shall be valid the period specified in the Consent. If no validity date has been specified in the Consent or if it has been specified that it is valid for unlimited period of time, the Consent shall be valid until the Bank receives a written request of the Payer to cancel the Payer's Consent. The request may be submitted at any Bank's customer service division or by electronic means in accordance with the procedure specified by the Bank no later than on the end of the working day preceding the date on which it has been agreed to write off the funds from the account.
- 6.17.8. At the Payer's request, the Bank shall prepare to the Payer the entire statement of fund transfer and handle it to the Payer in the Bank.
- 6.17.9. The Bank is not responsible for mutual claims of the Payer and the Recipient regarding the amount or date of transfer, and shall not handle those claims.
- 6.17.10. If the Payer has specified in the Consent an incorrect identification number of the Beneficiary's information system, the Bank does not guarantee the proper provision of the Service.
- 6.17.11. The Payer shall be responsible for the accuracy of the data in the Consent. If the Payer's details are changed, the Payer undertakes to provide a request to the Bank to cancel the Consent and submit a new Consent containing the new data.
- 6.17.12. The terms and conditions of the Description may be modified and adjusted in accordance with the procedure specified in the General Rules. The Bank shall notify of the changes in the terms of service in accordance with the procedure specified in the General Rules.

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

- 7.1. 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-banking 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 General 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.
- 7.2. 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 a non-banking day, the payment order shall be deemed to be received on the next banking day.
- 7.3. 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 finalise 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.

- 7.4. 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.
- 7.5. 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.
- 7.6. Where the Customer is the Payee, the Bank shall ensure that the payment order initiated by or through the Customer is transferred to the Payer's Payment Service Provider within the term agreed by the Customer and the Bank. A payment order for direct debit shall be transferred within an agreed term so that payment can be made on the agreed date.
- 7.7. The execution term of other payment services shall be specified in the Agreement and/ or the Price-list and/ or other documents (e. g. applications, questionnaires etc.).
- 7.8. Where any action must be taken or any amount must be paid under these General Rules and/ or the Agreement on a date which is a non-banking day for the Bank, 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.

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

- 8.1. In consideration for payment transactions executed and/ or related services provided by the Bank the Customer shall pay to the Bank the commission fee, 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.
- 8.2. The Bank and the Customer may agree on non-application or modification of the charges specified in the Price-list or agree on other charges not specified therein.
- 8.3. 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.
- 8.4. 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 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.
- 8.5. 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.
- 8.6. In case if the funds in the Account are insufficient for the payment of the commission fee 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.
- 8.7. 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 agreed

otherwise.

- 8.8. When under the Lithuanian law 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.
- 8.9. Commission fees for payment services charged on a regular bases shall be payable by the Customer proportionally up to the termination of the contract. 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.
- 8.10. 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.
- 8.11. 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 current 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.

## **9. PROTECTION OF PERSONAL DATA**

- 9.1. 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.).
- 9.2. 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.
- 9.3. The Bank shall act as the manager of personal data provided by the Customer.
- 9.4. The Bank shall process personal data for the following purposes:
  - 9.4.1. conclusion and execution of the Agreements with the Customer and provision of the services to the Customer;
  - 9.4.2. assessing solvency of the Customer and management the risks related to the debt and other Customer's obligations stipulated in the Agreement;
  - 9.4.3. 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 Nordea Group (subject to the Customer's consent);
  - 9.4.4. protecting and defending the infringed rights and legitimate interests of the Customer and/ or the Bank;
  - 9.4.5. other purposes in line with the provisions of Lithuanian legal acts.
- 9.5. Upon his identification by the Bank a personal data subject shall have the right:
  - 9.5.1. to be informed about the processing of his/ her data by the Bank;
  - 9.5.2. 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;
  - 9.5.3. at any time, do not give consent to the processing of his personal data for direct marketing

- 9.5.4 purposes, by giving the Bank a notice in an agreed manner;  
to exercise other rights of a personal data subject provided for in the Lithuanian legal acts.
- 9.6. The Customer confirms that he/ she has been informed about and agrees with the Bank's right to transfer his personal data:
- 9.6.1. to Nordea Group – 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;
- 9.6.2. 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;
- 9.6.3. 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;
- 9.6.4. other cases permitted by the Lithuanian law and/or provisions of the Agreement;
- 9.6.5. 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.
- 9.7. 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:
- 9.7.1. companies of Nordea Group;
- 9.7.2. other credit and financial institutions;
- 9.7.3. 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;
- 9.7.4. the publicly available sources.
- 9.8. 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.
- 9.9. 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.
- 9.10. The Bank shall take appropriate, reasonable and justified measures to ensure protection of the Customer's personal data.

## **10. PROTECTION OF PAYMENT INSTRUMENTS**

- 10.1. On receipt of a payment instrument the Customer shall:
- 10.1.1. 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;
- 10.1.2. take proper actions to protect the personalised security features of the payment instrument as stipulated in the Agreement;
- 10.1.3. having found about theft or other loss of the payment instrument as well as having found or suspecting any unlawful acquisition or unauthorised use of the payment instrument or suspecting that the personalised 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.
- 10.2. The Bank shall have the right to block the account and/ or the payment instrument:
- 10.2.1. for objective reasons related to the security of the funds in the account and/ or the payment instrument;

- 10.2.2. in case of suspecting unauthorised 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 limit);
  - 10.2.3. in case of the Customer's failure to comply with the terms and conditions of the Agreement or other agreements concluded with the Bank;
  - 10.2.4. in case if the Bank suspects unauthorised use of the funds in the account and/or the payment instrument by third parties;
  - 10.2.5. in case if the Bank suspects that the account and/ or the payment instrument has been or can be used for criminal activities;
  - 10.2.6. the Bank receives well-grounded information of the Customer's death;
  - 10.2.7. the Bank receives contradictory information on persons entitled to represent the Customer;
  - 10.2.8. in case of repeated incorrect use of the Customer's identification means in the process of using electronic payment instrument;
  - 10.2.9. in cases provided for in the Lithuanian laws and regulations and the Agreement.
- 10.3. In cases referred to in Sub-Clause 10.2 of the General 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.

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

- 11.1. 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 controlling company (institution) and subsidiaries of the Bank as well as to subsidiaries and units of such companies, and receipt of the information from such companies.
- 11.2. Secrets of the Bank shall include any information known to the Bank about:
- 11.2.1. accounts held by the Customer, account balances and transactions carried out therein;
  - 11.2.2. 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;

- 11.2.3. 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.
- 11.3. The Bank shall have the right (or the duty) to disclose the information deemed to be the Bank's secrecy to:
  - 11.3.1. 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;
  - 11.3.2. persons or organisations under the procedure established by the law if the Bank has the statutory duty to provide such information;
  - 11.3.3. any company providing the Bank with the services of preparation/ sending of documents;
  - 11.3.4. any third parties in case of undue fulfilment or non-fulfilment of the Customer's payment obligations under the Agreement;
  - 11.3.5. cases provided for in Sub-Clause 9 of the General Rules and/ or Agreements.
- 11.4. The Bank shall be entitled to collect information, either directly or by hiring other persons, about the Customer from third parties.
- 11.5. The Bank shall take any appropriate, reasonable and justified measures to protect the information constituting the Bank's secrets.
- 11.6. 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.

## **12. LIABILITY**

- 12.1. The Bank shall be liable for improper provision of services and/or execution of payment transactions under the law. The Bank shall only be liable for direct losses of the Customer incurred by the Bank's fault.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. The Customer shall inform about lost, stolen or unlawfully gained payment instrument as provided for in these General Rules. Upon serving of the notice referred to in Sub-Clause 10.4 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 unauthorised use of the payment instrument shall be borne by the Bank except for cases when the Customer has acted in bad faith.
- 12.7. 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.
- 12.8. 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.

- 12.9. 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.
- 12.10. Liability for improper execution of payment transactions:
  - 12.10.1. 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;
  - 12.10.2. the Customer shall notify the Bank in writing of any unauthorised 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 unauthorised 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 unauthorised 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 unauthorised or incorrect Payment transaction or has failed to grant the Customer access to such information;
  - 12.10.3. should the Customer fail to notify the Bank in the time terms as specified in Sub-Clause 12.10.2 above, it shall be deemed that the Customer agrees with the Payment transactions executed in the Account;
  - 12.10.4. where the Customer, who is the Consumer, denies having authorised 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 authorised 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 10.1. 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 authorised the payment transaction;
  - 12.10.5. Where the Customer is the Consumer, the Customer shall bear losses relating to any unauthorised payment transactions up to EUR 150 (one hundred fifty), where the losses result from:
    - 12.10.5.1. use of lost or stolen payment instrument;
    - 12.10.5.2. misappropriation of the payment instrument if the Customer has failed to keep the personalised security features safe.
  - 12.10.6. Where the Customer is not the Consumer, he shall bear any losses arising from the above-said reasons.
  - 12.10.7. The Customer shall bear any losses relating to any unauthorised payment transactions if the Customer has incurred them while acting fraudulently or by failing to fulfil the duties referred to in Sub-Clause 10.1 with intent or gross negligence.
- 12.11. The Bank, having received, within the time limit set in Sub-Clause 12.10.2., the Customer's notice of non-execution or defectively execution of a payment transaction by the Payer or the

Payee or through the Payee, shall immediately take efforts to trace the payment transaction and shall notify the Customer (Payer/Payee) about the outcome. Having established that the payment transaction was not authorised by the Customer or was not duly executed, the Bank shall refund to the Customer the amount of the nonexecuted or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place except for cases stipulated in the Agreement when liability for unauthorised payment transaction lies with the Customer. Where the amount of the payment transaction is refunded for reasons beyond control of the Bank (inaccurate data in payment order, the Payee's account closed etc.), the amount refunded shall be credited to the Customer's account. No charges paid by the Customer for the execution of the payment order shall be refunded and no interest on the delayed execution of the payment order shall be paid, and any charges and costs related to the repayment shall be debited from the Customer's account.

- 12.12. 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.
- 12.13. The Customer (Payer) shall have the right to recover from the Bank the full amount of the authorized payment transaction initiated by or through the Payee which has been executed if the following conditions are met:
  - 12.13.1. authorization did not specify the exact amount of the payment transaction when the authorization was made;
  - 12.13.2. the amount of the payment transaction exceeded the amount the Customer could reasonably have expected taking into account his previous spending pattern, and the conditions of the Agreement and other relevant circumstances except those related to currency exchange, where, at execution of the transaction, the currency exchange rate agreed by the Customer (Payer) and the Bank.
- 12.14. At the Bank's request, the Customer (Payer) shall provide data on the conditions referred to in Sub-Clause 12.13.
- 12.15. The Customer (Payer) shall not be entitled to the refund of amounts of payment transactions initiated by or through the Payee under Sub-Clause 12.13.f the Payer has given his consent to execute the payment transaction directly to the Bank and information on the future payment transaction by the Bank of the Payee was provided or made available in an agreed manner to the Customer for at least four weeks before to the due date of execution of the payment transaction.
- 12.16. The Customer (Payer) shall be entitled to request that the Bank refunds the amount of the payment transaction initiated by or through the Payee within eight weeks from the date on which the funds were debited.
- 12.17. Within 10 (ten) business days of receiving the Customer's (if the Customer is a Consumer) request for a refund, the Bank shall either refund full amount of the payment transaction or provide justification for refusing the refund, indicating the bodies to which the Customer may refer the matter if he does not accept the justification provided. Where the request is made by the Customer which is not the Consumer, the Bank, having received the Customer's request for therefund, shall either refund full amount within 30 business days or shall provide justification for refusal.
- 12.18. Upon refund of the amount of the payment transaction by the Bank according to the procedure set out in Sub-Clause 12.13, 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.
- 12.19. 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.

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

- 13.1. The Bank shall investigate the Customer's complaints and applications concerning the services provided by the Bank.



- 13.2. The Customer shall provide a complaint/ application in writing or another form specified by the Bank.
- 13.3. 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.
- 13.4. The Bank shall investigate the complaints/ applications concerning provisions of the Bank's services within 30 (thirty) calendar days from the date of receipt thereof. 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.
- 13.5. 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 apply to the State Consumer Rights Protection Authority for the investigation of the complaint/ application on out-of-court basis; upon exercising this right the Customer may file a lawsuit according to the procedures established by the Lithuanian law.

#### **14. DISRUPTIONS IN THE EXECUTION OF PAYMENT TRANSACTIONS**

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

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

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.)
- 15.5. 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.
  - 15.6. 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, and shall apply the amendments immediately, or the Bank may set shorter time-limits for notification than those referred to in Sub-Clause 15.4.
  - 15.7. It shall be deemed that the Customer agrees with the amendments if before the effective dates of the amendments under Sub-Clause 15.4 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 cancel the General Rules and/or the relevant provisions of the Service Provision Rules immediately and without paying any commission fee. The General Rules and/or the relevant provisions of the Service Provision Rules shall be deemed to be cancelled 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.
  - 15.8. 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 under Sub-Clause 16.1 shall be sufficient. 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 above mentioned procedure.
  - 15.9. The Customer or the Bank may terminate, on a unilateral basis, the Agreement or the Service Provision Rules upon giving the other party a 30 (thirty) days' written notice; where the Customer is the Consumer, the Bank may terminate the Agreement or the Service Provision Rules by giving the Customer a 60 (sixty) days' written notice of termination.
  - 15.10. 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.
  - 15.11. The Bank shall be entitled to terminate the Account Agreement by giving the Customer a notice within the term referred to in Sub-Clause 15.9 provided that the account balance during the past twelve months has not exceeded EUR 3 (three) or equivalent in foreign currency and provided that no transactions were executed in the account during more than one year. On termination of the Account Agreement the Customer may not use any services related to the account.
  - 15.12. 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.
  - 15.13. 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.
  - 15.14. 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.
  - 15.15. It shall be deemed that the Customer is in material breach of the Agreement if:
    - 15.15.1. 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;
- 15.15.2. 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;
  - 15.15.3. 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;
  - 15.15.4. the Customer has failed to fulfil his/ her obligations to the Bank and/ or companies of Nordea Group or other creditors or has fulfilled the obligations improperly and/or inflicted damage upon them;
  - 15.15.5. 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.
- 15.16. 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.
- 15.17. The Bank shall have the right to take the actions referred to in Sub-Clause 3.5 of these General Rules or to terminate the Agreement if:
- 15.17.1. 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;
  - 15.17.2. the Customer refuses to fill the forms presented by the Bank;
  - 15.17.3. 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 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;
  - 15.17.4. the Customer is in breach of the Agreements concluded with the Bank or any company of Nordea Group and/or has failed or fails to fulfil his obligations to any other creditors;
  - 15.17.5. based on the data/documents provided the Bank cannot identify the natural persons actually controlling the Customer – legal person and its business activities;
  - 15.17.6. 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;
  - 15.17.7. 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;
  - 15.17.8. the Bank has information on other circumstances that allows to reasonably assume that the Bank's services may be used for money laundering, terrorism financing or other criminal acts or legitimate interests of the Bank, other Customers or the public may be infringed.
- 15.18. 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.

## **16. NOTICES**

- 16.1. 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.

- 16.2. For communication with the Customer the Bank may use other methods not referred to in Sub-Clause 16.1 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.
- 16.3. 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.
- 16.4. Notices provided by the Customer and the Bank shall be deemed to be received:
  - 16.4.1. if served orally (including telephone) – at the moment of communication of the notice;
  - 16.4.2. if served by hand – on the date of delivery;
  - 16.4.3. 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;
  - 16.4.4. if sent by electronic mail, telefax, telephone and other means of communications – on the nearest business day in the recipient's country;
  - 16.4.5. if published via the Bank's internet banking system – on the approved date of receipt; 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.
- 16.5. The Bank shall charge the commission fee for informing the Customer by the methods other than those referred to in Sub-Clause 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. Where information is provided by telephone, the Bank shall have the right to record the conversation and store the recording.
- 16.11. Any notices and information sent by the Bank to the Customer shall be in Lithuanian unless the parties agree otherwise.

## **17. INSURANCE**

- 17.1. The Customer's Accounts is covered by the deposit guarantee scheme according to a decision of the Swedish National Debt Office.
- 17.2. Each Customer is entitled to compensation for the total funds on his or her account(s) in a maximum amount equivalent to EUR 100,000.
- 17.3. The Swedish National Debt Office pays the compensation within 20 business days of the date on which the bank was declared bankrupt or the Swedish Financial Supervisory Authority ordered the guarantee to commence.

## **18. GENERAL PROVISIONS**

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.