

GENERAL REGULATIONS FOR AB CITADELE BANK SERVICES

Effective date: 1 August 2018

1. GENERAL PROVISIONS

- 1.1. The relations between AB Citadele Bank (hereinafter referred to as the “**Bank**”) and the Customer of the Bank (hereinafter referred to as the “**Customer**”) are regulated by the present General Regulations for Bank Services (hereinafter referred to as the “**General Regulations**”), agreements concluded between the Bank and the Customer for particular Bank Services or other agreements and arrangements (hereinafter referred to as the “**Agreements**”), Pricelist of Bank services and transactions approved by the Bank, descriptions of terms and conditions for providing the services approved by the Bank (if they are prepared and approved for certain services), legal acts of the Republic of Lithuania (here and hereinafter in the General Regulations, this definition shall include the regulations adopted by the European Union institutions and other directly applicable legislation) and other legislation.
- 1.2. The funds in the current account of the Customer, fixed-term deposits, saving deposits and other funds, including accrued interest, subject to the right of claim of the Customer arising from the Bank’s obligation to perform the Customer’s transactions in accordance with the provisions of the General Regulations and Agreements, shall be insured by State Enterprise Deposit and Investment Insurance (VĮ Indėlių ir investicijų draudimas), registration number 110069451, under conditions and procedure set by the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania.
- 1.3. The General Regulations including their appendices shall set forth the general conditions, procedures and requirements for providing Bank services and customer service, which shall be applicable when providing Bank services under Agreement and/ or other use of the Bank services by the Customer. The General Regulations shall be binding upon the Bank and each Customer, regardless of the type of Bank services used by individual Customers, unless separate written Agreements clearly stipulate that the General Regulations (or appropriate parts thereof) are not applicable to these Agreements.
- 1.4. The General Regulations and their appendices, amendments and supplements shall be an integral part of the Agreement (regardless of whether the Agreement provides so) and therefore shall be read and interpreted together with the respective Agreement, taking context into account.
- 1.5. If there are inconsistent or conflicting provisions in the General Regulations and the Agreement or the general provisions section of a written Agreement stipulating standard terms and conditions of that type or subtype

of Agreements (*when the Agreement is comprised of sections of general and special conditions*) or the special provisions section of a written Agreement stipulating the terms and conditions that are not standard for that type or subtype of Agreements, the provisions of the Agreement, general section of the Agreement or special section of the Agreement respectively shall apply, unless the Agreement expressly stipulates otherwise or different regulation is established by provisions of the General Regulations (e.g., regulation established by paragraph 7.3).

- 1.6. Appendices to the General Regulations, i.e., rules for providing particular Bank services and/or other appendices, shall be an integral part of the General Regulations and shall be read and interpreted together with the General Regulations, taking context into account. If the provisions of the General Regulations and their appendices (rules for providing particular Bank services) are inconsistent or conflicting, the provisions of the appendices shall apply, unless they provide otherwise.
- 1.7. If the provisions of the General Regulations, including their appendices, Agreements and other Bank documents in Lithuanian and the provisions of the above documents in other languages are inconsistent or conflicting, the text in Lithuanian shall prevail.

2. DEFINITIONS

- 2.1. Capitalized words and phrases in the present General Regulations shall have the following meanings, unless the context clearly requires otherwise:
 - 2.1.1. **Personal Data** shall be any information related to a natural person, whose identity is known or who may be directly or indirectly authenticated using such data as national identification number and one or more physical, physiological, psychological, economical, cultural or social indications characteristic to the person.
 - 2.1.2. **Processing of Personal Data** shall be any action performed with Personal Data: gathering, writing down, collecting, storing, classifying, sorting, combining, changing (supplementing or correcting), presenting, announcing, using, performing logical and/or arithmetic operations, searching, distributing, destructing and any other action or set of actions.
 - 2.1.3. **Bank** shall be AB Citadele Bank, registration number 112021619, seat address: K. Kalinausko 13, LT- 03107 Vilnius, Republic of Lithuania. The data are registered and stored by the Register of Legal Entities administered by the State Enterprise Centre of Registers. Supervisor: Bank of Lithuania; license No. 17. The Bank is included in the list of banks licensed by the Bank of Lithuania

published on the website of the Bank of Lithuania <http://www.lb.lt/bankai>. E-mail of the Bank: info@citadele.lt.

- 2.1.4. **Bank Website** shall be the website www.citadele.lt.
- 2.1.5. Bank Secret shall be all data and information known to the Bank defined as **Bank secret** in the Law on Banks of the Republic of Lithuania.
- 2.1.6. **General Agreement** shall be the Account Agreement or Payment Card Agreement concluded between the Bank and the Customer, which shall oblige the Bank to open a payment account, stipulate the terms and conditions of opening the account, and regulate the performance of individual and periodic payment transactions.
- 2.1.7. **General Regulations** shall be the present general regulations for provision of Bank services.
- 2.1.8. **Group** shall be the group of companies including the parent company (as defined by the Law on the Supplementary Supervision of Entities in a Financial Conglomerate of the Republic of Lithuania), its subsidiaries (as defined by the Law on the Supplementary Supervision of Entities in a Financial Conglomerate of the Republic of Lithuania), and companies in which the parent company or its subsidiaries hold participation as well as the companies, which, although not linked to another company or companies by a relationship within the meaning of the Law on the Supplementary Supervision of Entities in a Financial Conglomerate of the Republic of Lithuania, are managed on a unified basis pursuant to a contract concluded with those undertakings or provisions in the memorandum of those companies; or the administrative, management or supervisory bodies of that company or companies consist for the major part of the same persons in office during the financial year and until the consolidated accounts are drawn up.
- 2.1.9. **Pricelist** shall be the list of prices of Bank transactions and services approved under procedure of the Bank (**Appendix 2**).
- 2.1.10. **Customer** shall be a natural or legal person using the Services provided by the Bank. To the extent it agrees with the context in individual cases, the definition of the Customer shall include a natural or legal person who has expressed willingness to use the Services provided by the Bank.
- 2.1.11. **Customer's Documents** shall be Agreements and other arrangements concluded on behalf of the Customer and Written Notices given by the Customer to the Bank.
- 2.1.12. **Confidential Information** shall be the Agreement, including its content and conditions, and all information, knowledge, data, correspondence and documents related to the Agreement, conclusion, amendment or termination of the Agreement, interpreting, application and fulfilment of terms and conditions of the Agreement, and the information, knowledge, data, correspondence and documents about bank transactions, payments, prices, amount of obligations and debt, security requirements, technical and technological matters, marketing, commercial secrets as well as any other information, knowledge, data, correspondence and documents not publicly disclosed and related to activity of any of the Parties to the Agreement, except where the General Regulations, Agreement and/or legal acts of the Republic of Lithuania provide otherwise.
- 2.1.13. **Contact Information** shall be the name and surname or name of a legal person, address, telephone and fax numbers, e-mail address.
- 2.1.14. **Payment Rules** shall be the Rules for Providing Payment Services and Management of Bank Account and Payment Card Account (**Appendix 1**).
- 2.1.15. **Rules for Use of Cards** shall be the Rules for Issue and Use of Payment Cards (**Appendix 3**).
- 2.1.16. **Beneficiary** shall be a natural person who is the owner of a Customer (a legal person or a foreign company) or is the holder of the Customer and/or a natural person on whose behalf a transaction or action is performed and whose specific attributes are defined in the legal acts of the Republic of Lithuania.
- 2.1.17. **Key Interest Rate** shall be the interest rate specified by a source publicly available to both parties to the payment services agreement, which shall be the basis for calculating the amount of interest.
- 2.1.18. **Main Payment Account** shall be a payment account opened in the name of one or more Consumers Legally Residing in the Country with the Bank or other credit institution operating in the Republic of Lithuania, to which payment transactions and services comprising the Main Payment Account service are linked.
- 2.1.19. **Key Exchange Rate** shall be the currency exchange rate specified by the provider of payment services or published by a publicly available source, which shall be used for exchanging currency.
- 2.1.20. **Durable Medium** shall be the medium where the information intended to the user of payment services personally is stored so that the information is made available during the time period with respect to the purpose of information and from which the stored information is reproduced without changing it.
- 2.1.21. **Services** shall be financial and/or other services provided to the Customer by the Bank that the Bank is entitled to provide under law and legislation of the Republic of Lithuania.
- 2.1.22. **Notices** shall be notifications, requests, orders, reports, certificates, confirmations, extracts and any other documents with recorded and/or presented information.
- 2.1.23. **Written/in Writing** shall be the form of preparing, signing and presenting documents, where:
- (1) Paper documents are duly signed by a person and sealed (if the documents are presented by a legal entity who has or must have a seal under law and other legislation of the Republic of Lithuania) and handed over to another person:
 - (1.1) by handing in to a person or their duly authorized representative in person or sending the document by mail, courier or other equivalent means; and/or
 - (1.2) except for the cases when imperative provisions of law or other legislation of the Republic of Lithuania, these General Regulations and/or Agreements provide otherwise, by sending via telecommunication or electronic communication means (by e-mail or fax) or via the online banking system of the Bank; and/or

- (1.3) in the cases stipulated by these General Regulations (where it is expressly stated that the document may be presented to another person by publicly announcing the document), to the extent it is permitted by imperative provisions of law and other legislation of the Republic of Lithuania, as well as in other cases provided by the law and other legislation of the Republic of Lithuania (where it is expressly stated that the document may be presented to another person by publicly announcing the document), by publicly announcing the document/content of the document; or
- (2) Electronic documents are duly signed by a person by Secure E-signature and sent to another person via telecommunication and electronic communication means (e-mail or fax) or via the online banking system of the Bank, provided that using electronic documents signed by e-signature is permitted by imperative provisions of law and other legislation of the Republic of Lithuania, these General Regulations and/or Agreements in respective case.
- 2.1.24. **Details** shall be a national identification number or registration number of a legal person and the number of current account in a credit institution.
- 2.1.25. **Secure E-signature** shall be e-signature which meets all requirements of the Law on Electronic Signature of the Republic of Lithuania.
- 2.1.26. **Account** shall be a Bank account, payment card account, securities account or any other account opened for the Customer in the Bank.
- 2.1.27. **Agreements** shall be agreements between the Bank and the Customer for provision of Services, which shall stipulate the terms and conditions of providing particular Services, and other agreements and arrangements between the Bank and the Customer, including General Agreements.
- 2.1.28. **Party** shall be the Bank or the Customer.
- 2.1.29. **Parties** shall be the Bank and the Customer.
- 2.1.30. **Means of Authentication** shall be the Unique ID and/or other means of authentication granted by the Bank to the Customer (his representative) and/ or agreed between the Bank and the Customer (his representative) (e-signature of the Customer and/or his representative, username and password of the online banking system, other passwords, codes generated by password generator to access the online banking system, other passwords, codes, keys, biometrics, control questions and answers, etc.) intended to verify the identity of the Customer and/or his representative.
- 2.1.31. **Consumer Legally Residing in the Country** shall be a natural person who has the right to reside in the Republic of Lithuania under legal acts of the Republic of Lithuania or the right to reside in other country under its legal acts, including non-resident consumers and consumers who do not hold a temporary or permanent residence permit in a Member State, but who cannot be deported from that Member State under the applicable legislation, and persons seeking asylum under the Geneva Convention on the Status of Refugees of 28 July 1951, protocol thereof of 31 January 1967, and other relevant international treaties.
- 2.1.32. **Third Party** shall be any natural or legal person (including public authorities) and/or entity without the status of a legal person, except for the Parties.
- 2.1.33. **Unique ID** shall be a combination of letters, numbers or characters, which shall be granted to the user of payment services by the provider of payment services, and which shall be used for unambiguous authentication of the user of payment services in a payment transaction and/or the payment account used in a payment transaction.
- 2.1.34. **Member State** shall be the state of the European Union and the European Economic Area.
- 2.2. Lower case words and phrases not defined by the General Regulations are defined in the appendices to the General Regulations and/or law and other legislation of the Republic of Lithuania.
- 2.3. Unless provided otherwise, singular words shall also mean plural words, where required by context, and vice versa. Masculine words shall also mean feminine words, where required by context and vice versa. The words referring to persons shall include legal and natural persons and references to entirety shall also include individual parts.
- 2.4. References to sections, paragraphs, subparagraphs, provisions and conditions shall refer to sections, paragraphs, subparagraphs, provisions and conditions of these General Regulations, unless expressly provided otherwise in individual cases. Every time the word *including* or words with similar meaning are used in these General Regulations, it shall be considered that they are followed by *not limited*.
- 2.5. The headers of sections are used for convenience purposes only and shall not affect the interpreting of the General Regulations.

3. AUTHENTICATION OF THE CUSTOMER, HIS REPRESENTATIVE AND BENEFICIARY

- 3.1. The procedure for authentication of the Customer, his representative and Beneficiary is set forth by these General Regulations, Agreements and law and other legislation of the Republic of Lithuania.
- 3.2. When concluding the Agreement and/or providing the Services the Bank shall verify:
- 3.2.1. The identity of the Customer and/or his representative;
- 3.2.2. The identity of the Beneficiary in the cases stipulated by law and other legislation of the Republic of Lithuania.
- 3.3. When concluding the Agreement and/or using the Services, the Customer shall follow the procedures for authentication of the Customer, his representative and Beneficiary applied by the Bank and shall present to the Bank the data and documents related to authentication of the Customer, his representative and Beneficiary specified by the Bank. The Bank shall be entitled to authenticate the Customer, his representative and Beneficiary remotely in accordance with the statutory requirements of the Republic of Lithuania. The Bank shall be entitled to take other legal measures to authenticate the Customer, his representative and/or Beneficiary.
- 3.4. During authentication of a Customer who is a natural person and/or Customer's representative who is a natural

person, the Bank shall ask the Customer to fill in a special questionnaire, present identity data and documents of the natural person (the Bank shall be entitled to verify other identity data as well).

- 3.5. During authentication of a Customer who is a legal person and/or Customer's representative who is a legal person, the Bank shall ask the Customer to fill in a special questionnaire, present identity data and documents of the legal person (the Bank shall be entitled to verify other identity data as well). The Bank shall also obtain information on representatives of the legal person acting under the law, incorporation documents (Articles of Association, Regulations, etc.) or Power of Attorney, following the requirements laid down in paragraph 3.4. The identity data shall be verified by the Bank when authenticating the Customer for the first time and later on, when deemed necessary by the Bank and/or in the cases stipulated by imperative provisions of law and legislation of the Republic of Lithuania.
- 3.6. During authentication of a Beneficiary, the Bank shall ask the Customer's representative to present the identity data of a natural person in a special questionnaire (the Bank shall be entitled to verify other identity data as well). The Bank shall have the right to request the Customer to provide information as to where the presented data about the Beneficiary could be verified or to present the appropriate documents.
- 3.7. The Bank shall be entitled to refuse to accept identity documents of the Customer, his representative or Beneficiary, hold the documents insufficient or refuse to accept identity documents that, in the Bank's opinion, are easily falsified as well as other documents that do not have enough data to authenticate a person.
- 3.8. The Bank shall be entitled to authenticate the Customer asking for information about their Account by phone using the Customer's identity data specified in the Agreement of the Customer's Bank Account, details of the Account Agreement or the Means of Authentication that may be applied in telephone conversation.
- 3.9. The Bank shall be entitled to authenticate the Customer using the Means of Authentication granted by the Bank to the Customer. Such Means of Authentication allow authenticating a person, because specific data is known only to the Bank and the Customer (because it was granted to the Customer by the Bank and/or the Bank and the Customer have agreed about such data) and should not be known to any other person. Therefore, if the Customer applies to the Bank and uses the Means of Authentication, it shall be deemed that the Bank has received an application from the Customer, except for the cases when:
 - 3.9.1. The Customer is able to prove that the Bank has received an order from another person and not the Customer, his representative or person whose relationship with the Customer allowed them to use the Means of Authentication; and
 - 3.9.2. The Bank is not able to prove that the Means of Authentication were or could have been used by an unauthorized person due to the fault of the Customer.
- 3.10. If the Bank requires that the Customer presents the documents related to authentication of the Customer

and/or his representative, the Customer shall present original copies of such documents or notarized copies of such documents, if original copies cannot be presented due to objective reasons.

4. REPRESENTATION OF THE CUSTOMER

- 4.1. Apart from the Customer, Customer's funds and other assets in the Bank may be used and disposed of by a legal representative of the Customer with appropriate powers, except for the cases provided by law and legislation of the Republic of Lithuania. A legal person shall perform all actions, including using and disposing of the Customer's funds and other assets in the Bank only via its representatives (Director or other duly authorized representatives).
- 4.2. The representative of the Customer may represent the Customer by presenting the documents attesting the assigned powers (Articles of Association, proof of appointment as the head of the legal person, Power of Attorney, representation agreement, etc.) to the Bank. The document attesting the powers of the Customer's representative must meet the requirements for content and form set forth by law and legislation. The Customer's representative must present an original copy of such document or a notarized copy of the document, if the original copy cannot be presented due to objective reasons.
- 4.3. The Bank shall be entitled to demand that the Customer who is a natural person uses the Bank Services in person and not via a representative, or confirms by means acceptable to the Bank that the actions to be carried out by the Customer's representative correspond to the Customer's true will. Such demand of the Bank may be made due to serious reasons (e.g., when the actions of the representative are suspicious to the Bank employees in terms of due representation or when high-value transactions are performed without direct involvement of the Customer for no apparent reason) in order to protect legal interests of the Customer and/or the Bank.
- 4.4. The Bank shall only accept such documents attesting the powers of the Customer's representative that clearly and expressly specify the Customer, Customer's representative and the powers granted to the Customer's representative. The Bank shall be entitled to refuse to accept the documents that do not meet the requirements specified herein and/or to comply with the requests of the Customer's representative and/or to perform the transactions initiated by the Customer's representative, if the Bank decides that the presented documents do not properly attest representation relations and/or the representative's powers to make respective requests and/or initiate respective transactions.
- 4.5. During the period of verification of documents attesting the powers of the Customer's representative, the Bank shall be entitled to temporarily suspend the compliance with the requests and/or performance of transactions initiated by the Customer's representative.
- 4.6. The Customer shall notify the Bank in writing about changing, cancelling or termination of the powers of its

representative. Before such information is presented to the Bank, it shall be considered that the documents attesting the powers of the Customer's representative previously received by the Bank (including the documents previously received not as original copies but as notarized copies) are appropriate and valid, unless the Bank knows or must have known about the change, cancellation or other termination of the powers of the Customer's representative.

- 4.7. After expiry of the powers of the representative of the Customer who is a legal person, the Customer who is a legal person shall present to the Bank the documents attesting the powers of the newly appointed representative. If the Customer fails to present the documents attesting the powers of the newly appointed representative of the Customer, the Bank shall not comply with the requests and/or not perform the transactions initiated by the Customer's representative.
- 4.8. In the event of suspicion about the fitness and/or validity of powers of the Customer's representative who is entitled to conclude transactions and dispose of the Account on behalf of the Customer and in other cases, when it is necessary to verify that the Customer and/or his representative are properly registered and in operation/not terminated (if the Customer and/or his representative is a legal person), the Bank shall be entitled to demand that the Customer presents the Bank with additional documents attesting the right of the Customer's representative to conclude transactions or dispose of the Account on behalf of the Customer and/or the documents attesting the registration and operation/non-termination of the Customer.

5. SIGNING AND SEALING THE CUSTOMER'S DOCUMENTS

- 5.1. Unless the Parties agree otherwise in the Agreement, documents concluded or presented to the Bank on behalf of the Customer shall be signed by the Customer or his representative. The Customer's documents presented by a legal person may only be signed by the persons whose signatures are provided on the Customer's signatures and seal sample card stored in the Bank. Moreover, if the Customer is a legal person, the Customer's documents presented to the Bank must be confirmed by the Customer's seal (if the Customer has or must have a seal), a sample of which is provided on the Customer's signatures and seal sample card stored in the Bank.
- 5.2. The Bank shall be entitled to demand that the Customer's documents are signed by the Customer or his representative in the Bank in the presence of the Bank employee or, if the documents are signed outside the Bank, to have the signatures of the Customer or its representative notarized.
- 5.3. The Customer willing to use the electronic Services provided by the Bank, including means of e-payment, shall conclude a respective Agreement with the Bank and shall be entitled to present the Customer's documents to the Bank verified by Means of Authentication stipulated by the Agreement. Thus verified Customer's documents

shall be deemed to have the same legal effect as the documents signed by hand by the Customer or his representative and, if the Customer is a legal person, sealed Customer's documents, and may be used as proof when resolving disputes between the Bank and the Customer in courts and other institutions.

6. REQUIREMENTS FOR THE DOCUMENTS PRESENTED TO THE BANK

- 6.1. Unless the Bank provides otherwise, the Customer shall present original copies or notarized copies of Customer's documents submitted to the Bank. In the cases set forth by the Bank, the documents presented by the Customer to the Bank must be submitted in the form set by the Bank.
- 6.2. The Bank shall be entitled to assume that the documents presented by the Customer are authentic, genuine, valid (not expired, not cancelled, not changed, not void, not recognized as invalid, etc.) and true.
- 6.3. The Bank shall be entitled to demand that the documents presented to the Bank, which are prepared in foreign states, are legalized or apostilled under procedure set by legislation except for the cases, when certain types of documents are exempt from legalization or apostillation under legislation of the European Union or international treaties concluded by the Republic of Lithuania.
- 6.4. Documents presented to the Bank shall be in Lithuanian and/or other language specified by the Bank. If the documents presented to the Bank are drawn up in a foreign language, the Bank shall be entitled to demand that they are translated into Lithuanian or other language specified by the Bank and that the translated document is signed by the translator and the translator's signature is notarized. The Bank shall be entitled to arrange for the translation of a document presented by the Customer and accepted by the Bank in a foreign language into Lithuanian, its signing by the translator and/or notarization of the translator's signature and demand that the Customer compensates reasonable expenses incurred by the Bank and the Customer shall compensate such expenses of the Bank.
- 6.5. All costs and expenses of preparation, drawing up, printing, signing, sending, delivery, presenting to the Bank, approval, notarized translation and/ or legalization/ apostillation, etc. of the documents presented to the Bank by the Customer shall be borne by the Customer.
- 6.6. The Bank shall be entitled to keep and store notarized copies or, where possible, original copies of documents submitted to the Bank. If the Bank does not keep original or notarized copies of documents submitted by the Customer, the Bank shall be entitled to make and store regular, including electronic, copies of documents submitted to the Bank.
- 6.7. If the Customer presents documents that do not meet the requirements of legislation and/or the Bank or the Bank doubts the authenticity, veracity, validity and/or truthfulness of presented documents, the Bank shall be entitled to refuse to perform the orders presented by the Customer and/or demand that the Customer presents

the documents that meet the requirements of legislation and/or the Bank and/or additional documents.

- 6.8. The Bank shall be entitled to request the Customer to present documents and/or information confirming the lawfulness, origin and source of funds in the Customer's Accounts and other assets, the purpose and intended nature of the Customer's business relationships and/or other documents and information to the extent this is necessary for the Bank to duly comply with the requirements of legal acts regulating the prevention of money laundering and/or terrorist financing, and other legislation. The Bank shall be entitled to refuse to conclude the Agreement with the Customer, execute the Customer's order or provide Services, or to suspend execution of an order, and in cases provided for in the legislation, the General Regulations or other documents regulating relations between the Customer and the Bank, to terminate business relationship with the Customer, if the Customer fails to present to the Bank the necessary documents and/or information, or presents incorrect or insufficient information.
- 6.9. In cases provided for in the legislation, the Bank shall be entitled to check the information provided to the Bank by the Customer using publicly available sources of information, reliable and independent non-public sources of information and other legal means.

7. PAYMENT OF FEES, PENALTIES, INTEREST AND OTHER DUE AMOUNTS

- 7.1. The Customer shall pay to the Bank for the performed transactions and the Services provided by the Bank the fees applicable at the moment of providing the Service/performing a transaction, which shall be calculated by the Bank at the rate and in the manner specified in the Pricelist and/or the Agreement. If the fee for particular Services is not specified in the Pricelist, it shall be determined by a separate agreement between the Customer and the Bank.
- 7.2. In addition to the fees provided for in the Pricelist and/or the Agreement, the Customer shall also cover the following expenses (if any) related to providing the Services: payment to notaries for notarial deeds, costs of translation services, posting and delivery services, telecommunication expenses, litigation expenses, including the costs of legal representation, insurance expenses, taxes related to providing the Services set forth by the Law on Tax Administration of the Republic of Lithuania and other laws (except for the taxes on profit and assets of the Bank payable by the Bank), charges set forth by the Law on Fees and Charges of the Republic of Lithuania and other laws, etc.
- 7.3. The Bank shall calculate the interest payable by the Bank to the Customer and/or the interest payable by the Customer to the Bank at the annual interest rate specified in the Pricelist of the Bank (the Bank shall be entitled to change it (increase or reduce) from time to time), except for the cases when the imperative provisions of law or other legislation of the Republic of Lithuania provide otherwise and/or when the Agreement

provides otherwise (this clause of possible different stipulation by the Agreement shall not be applicable to deposit Agreements). In the Pricelist, the Bank shall be entitled to establish different interest rates for monetary obligations undertaken and/or claims arising at different time, Agreements concluded at different time and different types and/or subtypes of Agreements. Moreover, the Bank shall be entitled to set a fixed or variable interest rate and to use or not to use the Key Interest Rate in the latter.

- 7.4. The Bank shall be entitled to debit the fees, interest, penalties and any other amounts payable to the Bank by the Customer from the Bank Account specified in the Agreement without a separate order and/or consent of the Customer and without prior notification to the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank) at any time, when the Customer's obligation to pay the amounts becomes due, except for the cases when the Agreement expressly states that the provisions of this paragraph shall not be applicable and/or the Customer has paid such amounts to the Bank in the manner specified in paragraph 7.5 before they are debited from the Customer's Account as specified herein. If there are not enough funds in the Bank Account specified in the Agreement concluded between the Customer who is not a user and the Bank or an Account that could be used by the Bank to debit the amounts payable by the Customer to the Bank is not specified in such Agreement, the Bank shall be entitled to debit the amounts payable by the Customer from all/any Accounts in the Bank without a separate order and/or consent of the Customer and without prior notification to the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank) and to choose at its discretion the Account from which to debit the amounts payable by the Customer and portions of the amount to be debited. In the Agreements concluded between the Bank and the users and other Customers, the Parties shall be entitled to agree on the terms and conditions of debiting of other funds from the accounts, including other accounts in the Bank and/or accounts in other credit institutions.
- 7.5. Unless the Agreement provides otherwise, the Customer shall be entitled to pay the fees, interest, forfeit and any other amounts payable to the Bank not later than their payment term and, provided the Bank has not debited them from the Account of the Customer as specified in paragraph 7.4, to pay the Bank by wire transfer to Bank account or in cash at the counter of the Bank.
- 7.6. The Customer shall have the amount of funds not less than the total amount payable to the Bank by the Customer not later than on the day the Customer's obligation to pay the fees, interest, forfeit and any other amounts payable to the Bank becomes due.
- 7.7. If the Customer fails to properly fulfil its obligations to the Bank within the time period set by the Agreement, the Customer shall pay to the Bank the forfeit (penalties and/or late payment interest) set forth in these General

- Regulations, including the Pricelist, Agreement and/or law and legislation of the Republic of Lithuania.
- 7.8. When exercising the rights of the Bank specified in paragraph 7.4, the Bank shall debit the amounts payable by the Customer in the national currency of the Republic of Lithuania, i.e., euro. If the Agreement or the Pricelist stipulates that the Customer must pay the amounts payable to the Bank in another currency, the Bank shall debit the funds from the Customer's account in another currency specified in the Agreement. If there are not enough funds in the required currency in the accounts of the Customer, when debiting the amounts payable by the Customer, the Bank shall be entitled to convert (by itself and/or using the services of another bank or credit institution) any currency in the accounts of the Customer into the currency required for payment at the currency exchange rate of the Bank and/or another bank or credit institution applicable on that day without a separate order or consent of the Customer and without prior notification to the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank).
- 7.9. If the Bank in any manner receives the payment of part of the amount payable by the Customer, which does not cover the whole debt of the Customer, the amount received by the Bank shall be distributed at the Bank's discretion without a separate order or consent of the Customer and without prior notification to the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank) to the maximum extent permitted by law.
- 7.10. If the Customer who is not a user has unfulfilled and due monetary obligations (debts) to the Bank under several individual Agreements and the Bank in any manner receives the payment of part of the amount payable by the Customer, which does not cover the whole debt of the Customer under the Agreements, the Bank shall be entitled to distribute the amount to cover the debts under the Agreement at its own discretion without a separate order or consent of the Customer and without prior notification to the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank) to the maximum extent permitted by law.
- rights and obligations related to currency exchange in individual Agreements.
- 8.2. Provisions of this paragraph apply to non-cash currency exchange transactions that are subject to the special currency exchange rate:
- 8.2.1. If the transaction amount exceeds the amount specified by the Bank, the Customer may ask to apply the special currency exchange rate (better than standard) during the business hours of the Bank by the following means:
- by phone, contacting the Bank dealers;
 - in customer service departments of the Bank.
- 8.2.2. If the Customer performs the currency exchange transaction by phone, the transaction shall be binding upon the Parties from the moment when the Parties agree on the following terms and conditions:
- on the currency sold by the Customer to the Bank and the currency bought by the Customer from the Bank;
 - on the amount of currency sold by the Customer to the Bank and/or the amount of currency purchased by the Customer from the Bank (if one of the above amounts is known, the other amount is calculated by mathematical means);
 - on the currency exchange rate.
- 8.2.3. When concluding a currency exchange rate, the Bank identifies the Customer in accordance with the procedure laid down by the Bank. Transactions cannot be deemed invalid merely because they were concluded by phone. The Bank records phone conversations; therefore, the records can be treated as evidence in courts.
- 8.2.4. Settlement date for transactions referred to in paragraph 8.2.2 shall be the date on which the transaction was concluded. If the Customer requests concluding the transaction as of the later settlement date, when concluding such transaction, the Bank may request deposit from the Customer and/or signing additional Service Agreement for such transaction.
- 8.2.5. When applying to the Bank for non-cash currency exchange, the Customer shall ensure that the appropriate amount is available in their account(s). The Bank may block the amount necessary for the exchange or reject the Customer's request, if the funds in the Customer's account are not sufficient.
- 8.2.6. If the transaction is concluded by phone, the Customer shall be required to fill out and deliver to the Bank a currency conversion request form or enter and sign the currency exchange form at the agreed rate in the Internet Banking system before the end of the business day of the Bank.
- 8.2.7. Should the Customer fail to deliver the currency exchange request form to the Bank, for the purpose of finalizing the currency exchange transaction, the Bank may perform the transaction by withdrawing the amounts sold by the Customer to the Bank from any account held by the Customer with the Bank and by crediting the amount purchased by the Customer from the Bank to the same account or, if necessary, by opening a new account for the currency purchased.
- 8.2.8. In cases where the Customer fails to ensure that the appropriate amount necessary for the currency exchange transaction is available in their account, the Bank may

8. SETTING CURRENCY EXCHANGE RATE AND CONVERSION AT THE SPECIAL RATE

- 8.1. Upon request of the Customer and/or in other cases specified in the General Regulations, including Payment Rules, and/or the Agreement, the Bank shall exchange (convert) funds according to the currency exchange rate set by the Bank and adjusted (increased or reduced) from time to time by the Bank. The Bank shall announce the applicable currency exchange rate publicly on the website of the Bank and in customer service departments of the Bank; the Bank shall also be entitled to specify currency exchange rates and/or Key Currency Exchange Rates in the Pricelist. The Parties may agree on special

cancel the transaction, reject the Customer's request or conclude a reverse transaction with the same settlement date, setting a currency exchange rate available to the Bank at the given moment. Should the Bank incur losses due to the reverse transaction, the Bank may use the Customer's funds held in their accounts in the Bank to set off the Bank's claims against the Customer for the purpose of covering the difference of the currency exchange rates. In cases where the amount of funds is not sufficient to cover the losses of the Bank, the Bank may recover the Customer's debt in accordance with the procedure prescribed by the applicable legislation.

9. RULES OF COMMUNICATION BETWEEN THE BANK AND THE CUSTOMER

- 9.1. Notices given by one Party to another shall be in Writing, except for the cases stipulated by law and legislation of the Republic of Lithuania, these General Regulations and/or Agreements, when Notices may be given verbally or must be notarized.
- 9.2. The Bank shall deliver Notices to the Customer in person or publicly announce them in the following cases:
- 9.2.1. The Bank's Notices shall be delivered to the Customer in person by handing them in directly to the Customer or his representative, stating their content directly to the Customer or his representative in person or by phone, sending them by mail, via courier, e-mail, fax or via the online banking system of the Bank. If the Bank gives Notice to the Customer verbally, the Bank shall be entitled to record the conversation after informing the Customer about it. The Customer shall be entitled to demand that the Bank confirms verbal Notices to the Customer in writing and to refuse to comply with the instructions given in a verbal Notice of the Bank and/or not to observe the information given in the Notice, if the Bank fails to confirm verbal Notices in writing;
- 9.2.2. In the cases stipulated by these General Regulations, to the extent this is permitted by imperative provisions of law and legislation of the Republic of Lithuania, as well as in the cases stipulated by law and legislation of the Republic of Lithuania (e.g., when it is not possible to deliver the Bank's Notice to the Customer in any manner specified in paragraph 9.2.1), the Bank shall be entitled to deliver the Notices to the Customer by publicly announcing them in one or several ways specified in paragraph 9.2.3;
- 9.2.3. Public Notices of the Bank shall be announced on the Bank's website and in customer service departments of the Bank. The Notices may additionally be announced in the Bank's chosen media, usually in the national newspaper (distributed in the territory inhabited by over 60 percent of residents of the Republic of Lithuania).
- 9.3. The Customer shall deliver Notices to the Bank in person by handing them in directly to authorized Bank employees, stating the content to authorized Bank employees directly or over the phone, sending them to the Bank by mail, via courier, by fax or online banking system of the Bank. If the Customer gives notice to the Bank verbally, the Bank shall be entitled to record the conversation after informing the Customer about it. The Bank shall be entitled to demand that the Customer confirms verbal Notices to the Bank in writing and to refuse to comply with the instructions given in a verbal Notice of the Customer and/or not to observe the information given in the Notice, if the Customer fails to confirm verbal Notices in writing.
- 9.4. To the extent it depends on the Bank, the Bank shall ensure proper functioning of the online banking system and website of the Bank. However, the Bank shall be entitled to improve and/or update its information systems, including the online banking system and website of the Bank, to eliminate their deficiencies and/or malfunctions and to perform inspection and/ or maintenance thereof, even if this causes and/or may cause disturbances in the information systems, information provided in the systems and/or Services provided via the systems. The Bank shall inform the Customers in advance about scheduled improvement and/or updates, elimination of deficiencies and/ or malfunctions as well as inspections and/or maintenance of information systems of the Bank. Due to serious reasons, such as disturbances, malfunctions, damage to the information systems, violations of security, etc., the Bank shall be entitled to perform the improvement and/updating, elimination of deficiencies and/or malfunctions as well as inspections and/or maintenance of information systems of the Bank without prior notice to the Customers. During the above procedures, fulfilment of all obligations of the Bank carried out via information systems of the Bank shall be suspended.
- 9.5. Unless paragraphs 9.1, 9.2 and 9.3, the Agreement between the Bank and the Customer and imperative provisions of law and legislation of the Republic of Lithuania provide otherwise, each Party shall be entitled to choose one of the methods of giving Notice to another Party specified in paragraphs 9.2 and 9.3. The information that constitutes the Bank Secret may be delivered (handed in or told) in person only to the Customer with whom the information that constitutes the Bank Secret is concerned or his duly authorized representative. The information that constitutes the Bank Secret may be disclosed to other persons with a Written request or consent of the Customer specifying what information and who it may be disclosed to.
- 9.6. Notices delivered by the Parties shall be deemed received:
- 9.6.1. If the Notice is given verbally (told) directly or over the phone, on the day the recipient hears the content of the Notice clearly expressed by information provider;
- 9.6.2. If the Notice is given directly, on the day of handing it in;
- 9.6.3. If the Notice is sent by mail, after five (5) calendar days (if sent within the mainland territory of the Republic of Lithuania) or after fourteen (14) calendar days (if sent from outside of the mainland territory of the Republic of Lithuania or to the mainland territory of the Republic of Lithuania) from the day of posting;
- 9.6.4. If the Notice is sent by e-mail, fax, telephone (if electronic document is delivered) and other means of telecommunication, on the next business day in the country of the recipient after the day of sending;

- 9.6.5. If the Notice is announced in the online banking system of the Bank, on the next business day in the country of the recipient after the day of announcement;
- 9.6.6. If the Notice is announced publicly, on the day of announcement;
- 9.6.7. If the recipient sent an acknowledgment of receipt of the Notice or confirmed receiving the Notice earlier than specified in paragraphs 9.6.1–9.6.6, on the earlier of the following days: on the day of sending the confirmation to the Bank or on the day specified in the confirmation.
- 9.7. Contact Information and Details that must be specified in the Notices sent to another Party are set forth in these General Regulations, Agreements, Bank announcements and Notices, including the announcements and Notices posted on the Bank's website and/or the online banking system of the Bank. Unless the Agreements, Bank announcements and Notices provide otherwise, the following Contact Information and Details shall be specified in the Notices: name and surname or name of a legal person, national identification number or registration number of a legal person, address, fax and telephone numbers, and e-mail address; fax and telephone numbers and e-mail address must be specified only if the person has them. The Bank shall also be entitled to accept the Notices of the Customer, if not all Contact Information and Details of the Customer is specified, except for the name and surname of a Customer who is a natural person and the name of a Customer who is a legal person.
- 9.8. If the Parties to the Agreement concluded with the Bank and/or Beneficiaries (if the Agreement is concluded for the benefit of a Third Party, as stipulated by article 6.191 of the Civil Code of the Republic of Lithuania) are a plurality of persons (co-debtors, holders of joint Account, etc.), the Bank shall be entitled to address the Notices related to that Agreement to any of the persons of the plurality; this person must forward the received information to other persons of the plurality specified in the Agreement; the Notice shall be deemed delivered by the Bank to all other Parties and Beneficiaries of the Agreement.
- 9.9. The Bank shall be entitled to give Notice to the Customer using the last Contact Information given by the Customer. If there is no Contact Information of the Bank specified in the Agreement, the Customer shall be entitled to give Notice to the Bank using Contact Information of the Bank specified in these General Regulations and website of the Bank.
- 9.10. The Parties shall immediately but not later than within five (5) calendar days notify each other about changed Contact Information and/or Details. Upon request of the Bank, the Customer shall present the documents attesting the change of Contact Information and/or Details. If this obligation is not fulfilled, a Notice sent using the latest Contact Information specified to the other Party shall be deemed to be delivered properly and any obligations fulfilled based on the latest Details specified to the other Party shall be deemed to be fulfilled properly.
- 9.11. The Parties shall immediately but not later than within five (5) calendar days present each other with the information about any circumstances that may be significant for the fulfilment of the Agreement, e.g., about aggravation and/or obstacles in fulfilling the Agreement. Upon request of the Bank, regardless of the fact whether such information was provided to public registers, the Customer shall present the following documents attesting to such circumstances as well as the documents attesting the change of sample signatures of the Customer or Customer's representatives or sample seal of the Customer, bringing out or initiation of bankruptcy and/or restructuring proceedings against the Customer, winding-up, reorganization, restructuring of the Customer (or initiation of such procedures or significant change), etc.
- 9.12. The Agreement may stipulate that the Parties must periodically deliver to each other certain Notices related to the fulfilment of the Agreement. In such case, the Parties shall give Notices observing the requirements of these General Regulations and the Agreement.
- 9.13. If the Customer does not receive Notices from the Bank, which had to be received under the Agreement or which were separately requested from the Bank by the Customer, the Customer shall immediately notify the Bank about it.
- 9.14. Having received Notice from the Bank, the Customer shall immediately check the correctness and accuracy of the information specified in the Notice and, having found non-compliance, inaccuracy or other errors, shall immediately notify the Bank about it. The Bank's Notice shall be deemed confirmed by the Customer, if the Customer does not present objections or remarks to the Bank within twenty (20) calendar days from the day of receipt of the Notice (unless the Agreement or Notice provides otherwise). This paragraph shall not be applicable to the Bank's Notices, which do not have to be checked and/or confirmed by the Customer due to their nature or under the Agreement, law or legislation of the Republic of Lithuania.
- 9.15. Notices sent by the Bank to the Customer shall not be deemed to be the Bank's offer to the Customer to conclude an Agreement or use the services, except for the cases, when the Bank's Notice clearly states that such offer is being made.
- 9.16. The General Regulations, including the Payment Rules, Pricelist, Rules for Use of Cards shall be presented in Lithuanian; the Bank shall be entitled to present them in other languages as well. Agreements shall be concluded in Lithuanian and, upon request of the Customer and with consent of the Bank, Agreements may be concluded in English or Lithuanian and English or other foreign language and Lithuanian or English. The Bank shall be entitled to demand that the Customer compensates translation costs of the Agreement into a foreign language.
- 9.17. The Bank's Notices delivered to the Customer in person and publicly announced Bank's Notices addressed to an individual Customer or individual Customers shall be presented in Lithuanian. The Bank shall be entitled to

present the Notices in the language of the Agreement and in English or Lithuanian.

- 9.18. Other publicly announced Bank's Notices shall be presented in Lithuanian; the Bank shall be entitled to draw them up and present them in other languages as well.
- 9.19. The Customer shall be entitled to have access to the applicable version of the General Regulations as well as with any version of the General Regulations, which has been applied since the day of concluding the Agreement. The above documents and information shall be published on the website of the Bank, and if they are not published, they shall be presented to the Customer in Writing or on another Durable Medium upon separate request of the Customer.

10. CONFIDENTIAL INFORMATION

- 10.1. The Parties shall be prohibited from disclosing Confidential Information to Third Parties. This prohibition shall be of indefinite duration and shall be valid throughout the Period of the Agreement and after its expiry. Confidential Information may be disclosed to Third Parties in the following cases only:
- 10.1.1. Prior Written consent to disclose such information was received from the other Party;
- 10.1.2. Disclosure of such information is required by law of the Republic of Lithuania, Agreements and General Regulations;
- 10.1.3. A dispute, disagreement and claim arising out of or related to the General Regulations and/or the Agreement or related to violation, termination or withdrawal or validity thereof is being considered in court and the respective case requires to disclose such information; or
- 10.1.4. Disclosure of such information is required for proper fulfilment of the General Regulations and/or the Agreement.
- 10.2. The Bank shall notify the Customers about access of Third Parties to Confidential Information and information constituting the Bank Secret during communication and exchange of information between the Parties as specified in paragraph 9, especially using means of telecommunication and electronic communication as well as providing the Bank with documents signed by e-signature. The Bank shall not assume liability for such possible disclosure of Confidential Information and the Customer shall decide whether he agrees to have the information transferred by the above means. If the Customer does not agree with the transfer of information by such means, he shall notify the Bank by Written Notice.

11. PROCESSING OF PERSONAL AND OTHER DATA

- 11.1. The Bank shall process data of the Customer or the Customer's representative in accordance with the procedure and terms laid down in the Personal Data Processing Principles of the Bank. Personal Data Processing Principles are available on the website of the Bank at <https://www.citadele.lt/lt/naudinga-informacija/asmens-duomenu-tvarkymo-principai/>.

12. LIABILITY OF THE PARTIES

- 12.1. Liability of the Parties shall be established according to applicable laws, other legislation and the terms and conditions of the Agreement.
- 12.2. Unless the Agreement provides otherwise, the Party having breached the Agreement, including providing knowingly misleading information or making a knowingly misleading statement (incorrect, inaccurate or with omissions) or warranty in the Agreement shall compensate the loss and damages incurred by the other Party. In the interest of clarity, the Parties agreed that the Bank shall be liable only for direct losses incurred by the Customer due to the fault of the Bank.
- 12.3. In addition to other cases that may be stipulated by Agreements, the Bank shall not be liable for damages incurred by the Customer due to the following reasons:
- 12.3.1. The Services were not provided at the time the Customer and/or his representative had expected due to the fact that correspondent banks did not perform or improperly performed the actions that had to be performed by them or performed the actions that should have not been performed;
- 12.3.2. Third Parties committed criminal acts or illegal acts of other nature, which determined, affected or caused the damages to the Customer;
- 12.3.3. Duly taking into account the information available to the Bank, the Bank has blocked the Account and/or implemented other applicable interim measures, regardless of the fact that the Bank was wrong about existence of grounds for blocking the Account;
- 12.3.4. The Bank has duly authenticated the Customer and/or his representative under procedure stipulated by the General Regulations, Agreement or applicable law and legislation and/or duly refused to accept the documents that in the Bank's opinion are easily falsified or documents that do not have enough information to identify a person from the Customer or his representative and, therefore, the Services were not provided and/or transactions were not performed at the time expected by the Customer and/or his representative, regardless of the fact that the Bank was wrong about the existence of grounds for such actions;
- 12.3.5. The Bank duly and, in the Bank's opinion, for serious reasons demanded that the Customer who is a natural person used Bank Services in person and not via a representative, regardless of the fact that the Bank was wrong about the existence of such reasons and, therefore, the Services were not provided and/or transactions were not performed at the time expected by the Customer and/or his representative;
- 12.3.6. The Bank refused to accept the documents attesting the powers of the Customer's representative and/or to comply with the requests of the Customer's representative and/or to perform the transactions initiated by the Customer's representative after duly deciding that the presented documents did not properly confirm the representation relations and/or powers of the representative, regardless of the fact that the Bank was wrong about the existence of such grounds;

- 12.3.7. In due course of activity, the Bank had suspicion about the Customer's representative entitled to conclude transactions or dispose of the Account on behalf of the Customer as well as in other cases, seeking to make sure that the Customer and/or his representative is properly registered and operating/not terminated (if the Customer and/or his representative is a legal person), regardless of the fact that the Bank was wrong about the existence of such grounds, and the Bank demanded that the Customer presented the Bank with the documents attesting the right of the Customer's representative to conclude transactions or dispose of the Account on behalf of the Customer as well as the registration and operation/non-termination of the Customer and, therefore, the Services were not provided and/or transactions were not performed at the time expected by the Customer and/or his representative;
- 12.3.8. Change of currency exchange rates, indices and/or rates of securities or other risks related to the Customer, Services provided to the Customer, Agreements concluded with the Customer and/or investment of the Customer;
- 12.3.9. The Bank did not accept and/or did not comply with the orders and/or requests of the Customer and did not fulfil the obligations set forth in the Agreements concluded with the Customer and/or did not provide the Services (e.g., did not make payments, exchange currency, perform transactions with financial instruments or performed transactions that did not have to be performed or did not perform transactions that had to be performed, etc.), if interbank settlement, payment or stock systems, global or European interbank financial markets were down or not operating properly, liquidity of financial markets was reduced, an event destabilizing the financial market had occurred, which affected the interbank market (e.g., on the day of establishing the variable rate portion, the interest rate of respective currency for respective period (Key Interest Rate) is not announced in official sources until 12.00 PM or the Bank cannot borrow the necessary amount for required period in the interbank market by borrowing instruments and under borrowing conditions acceptable to the Bank, including when the borrowing costs exceed the Key Interest Rate of the respective period), other unusual financial market conditions or other serious financial or technical reasons occurred or the risk of transaction was not acceptable to the Bank at the time.

13. FORCE MAJEURE

- 13.1. None of the Parties shall be liable for complete or partial non-fulfilment of their obligations, if it can prove that the obligations were not fulfilled or were fulfilled improperly due to force majeure.
- 13.2. The Party unable to fulfil its obligations due to force majeure shall immediately, but not later than within five (5) calendar days from the occurrence of or finding out about force majeure, notify the other Party in writing and present a certificate issued by the Chamber of Commerce or similar authority confirming the existence of such

circumstances and their effect on the impossibility to fulfil the obligations. If force majeure continues for more than three (3) months, any of the Parties may unilaterally terminate the Agreement.

- 13.3. For release from liability under force majeure the Parties shall observe the Civil Code of the Republic of Lithuania and Resolution No. 840 on approval of regulations for release from liability under force majeure of 15 July 1996 of the Government of the Republic of Lithuania.

14. PROCEDURE FOR AMENDMENT OF THE GENERAL REGULATIONS, THEIR APPENDICES AND PRICELIST

- 14.1. If serious reasons exist, the Bank shall be entitled to: unilaterally amend or improve the General Regulations and their appendices due to change of conditions and/or functionality of Services provided by the Bank, improvement of information systems and/or technological improvement, amendment of applicable legislation, attempting to specify (for clearer or more precise regulation), and for any reason to make any changes in the Pricelist not related to changes in Key Interest Rate or Key Exchange Rate by giving Notice to the Customer not later than sixty (60) calendar days before the effective date of the above amendments. The above Notice about amendment of the General Regulations and/or Pricelist shall be made public on the website of the Bank and customer service departments of the Bank and may also be delivered to the Customers personally.
- 14.2. Amendments to the Pricelist related to or arising out of the changes in Key Interest Rate or Key Exchange Rate shall come into effect and be applicable without separate notice and with immediate effect after the Bank makes the announcement about the change of the Pricelist and/or makes public the amended Pricelist and/or delivers the Pricelist to the Customers personally.
- 14.3. If the Customer does not agree with unilateral amendments to the General Regulations and/or their appendices, including the Pricelist, the Customer shall be entitled to unilaterally terminate the Agreements concluded with the Bank not later than by the effective date of the amendment and if the amendments to the Pricelist are effective immediately – not later than within thirty (30) calendar days from making the amended Pricelist public and/or its delivery to the Customer personally. It shall be deemed that the Customer agreed with the above amendments, if he has not terminated the Agreements concluded with the Bank as set out herein.
- 14.4. The Bank shall be entitled to unilaterally and without separate written agreement between the Bank and the Customer change terms and conditions of the General Regulations, standard regulations for the provision of a specific Service, the Pricelist (including those which may only be amended by written agreement between the Bank and the Customer), if such amendments do not worsen the situation of the Customer, and to make such amendments with immediate effect, or the Bank shall be entitled to set shorter deadlines for giving notice than those specified in paragraph 14.1.

14.5. The Customer shall be entitled to familiarize himself with the applicable version of the General Regulations and/or the Payment Rules and/or the Rules for Use of Cards and/or the Pricelist as well as with any version of the General Regulations and/or the Payment Rules and/or the Rules for Use of Cards and/or the Pricelist, which was valid during the period when the General Regulations and/or the Payment Rules and/or the Rules for Use of Cards and/or the Pricelist were applicable to the Customer. Current versions of the General Regulations, Payment Rules, Rules for Use of Cards and Pricelist may be published on the website of the Bank, and if they are not published or if the Customer requires to familiarize himself with any other version, which was valid during the period they applied to the Customer, upon separate request of the Customer, the respective versions of the General Regulations and/or Payment Rules and/or Rules for Use of Cards and/or Pricelist shall be presented to the Customer in Writing or using other Durable Medium.

15. PROCEDURE OF CONCLUDING, AMENDING AND TERMINATING THE AGREEMENT

15.1. The Agreement concluded between the Bank and the Customer shall come into effect on the day it is signed by all Parties and sealed, if the Customer is a legal person and its sample seal is provided in the Customer's signatures and seal sample card, unless the Agreement provides otherwise.

15.2. The appendices and amendments to the Agreement shall be an integral part of the Agreement and shall be signed by both Parties and sealed, if the Customer is a legal person and its sample seal is provided in the Customer's signatures and seal sample card.

15.3. The Agreement shall be concluded in as many copies as there are Parties to the Agreement. Each Party shall receive one copy, unless the Agreement provides otherwise. All copies of the Agreement shall have the same legal effect.

15.4. Terms and conditions of the Agreement may be amended by written agreement of the Parties, except for the cases provided for in paragraph 15.5 and 15.6, when the Bank shall be entitled to amend the Agreement unilaterally.

15.5. The Bank shall be entitled to unilaterally amend the terms and conditions of any particular Agreement or any type or subtype of Agreements (including the Agreements that may only be amended by written agreement of the Parties) without separate written agreement of the Parties, if the amendments are associated with serious reasons: change of conditions and/or functionality of Services provided by the Bank, improvement of information systems and/or technological improvement, amendment of applicable legislation, etc. The Bank shall publish the information about the amendments on the Bank's Website or notify the respective Customers personally not later than sixty (60) calendar days before the effective date of amendment to the Agreement or Agreements. If the Customer does not agree with the unilateral amendments of the Bank to the Agreement or Agreements, the Customer shall be entitled to unilaterally

terminate the respective Agreement or Agreements with the Bank before the effective date of the respective amendments; if the respective terminated Agreements are related to other Agreements, any of the Parties shall be entitled to terminate other Agreements as well. If the Customer does not terminate the Agreement or Agreements with the Bank as specified above, it shall be considered that the Customer agrees with the above amendments.

15.6. The Bank may unilaterally and without a separate written agreement of the Bank and the Customer amend the terms of the General Rules, standard provisions of the specific service and the Pricelist (including the provisions that may only be amended by a written agreement of the Bank and the Customer, if such amendments are not less favourable to the Customer or they are necessary to comply with the requirements of legislation governing the Bank's activities, and introduce such amendments with an immediate effect), or the Bank may apply shorter notification periods than those referred to in paragraph 15.5.

15.7. Unless a particular open-ended (termless) Agreement or General Agreement or imperative provisions of applicable law and legislation provide otherwise, any of the Parties may terminate any Agreement unilaterally (except for the General Agreement) by giving Notice to the other Party not later than thirty (30) days in advance.

15.8. Conditions and procedure for termination of the General Agreement are set forth in the Payment Rules. If a particular Agreement sets forth the conditions and procedure for termination of the Agreement different from those specified in the Payment Rules, the conditions and procedure set by the Agreement shall apply.

15.9. Unless a particular Agreement provides otherwise, if any provision of the Agreement is invalid or impracticable, by written agreement of the Parties, such provision shall be immediately replaced by a valid and practicable provision, which corresponds to the spirit of the Agreement and, to the extent possible, has the same legal and economic result as the replaced provision. Invalidity of one provision of the Agreement shall not invalidate the Agreement or the transactions concluded thereunder, except for the cases, where the Parties would not have concluded the Agreement without such provision and the provision cannot be replaced by a new one as specified above.

15.10. The Bank may unilaterally terminate the Agreement by notifying the Customer hereof no later than five (5) days prior to such termination in the following cases:

15.10.1. The Customer used or attempted to use forged documents or knowingly submitted (attempted to submit) to the Bank false information to cover his economic activities, Beneficiary (Beneficiaries), the origin of funds or monetary transactions;

15.10.2. The Customer fails to comply with the Bank's request to present the necessary additional information or documents about his activities;

15.10.3. The Bank suspects that the origin of the Customer's funds is illegal and it is impossible to disprove these suspicions, and the Customer fails to properly cooperate with the Bank;

- 15.10.4. The Customer knowingly fails to update his identification details and information about his activities and the origin of his funds, when the Bank has information that such details have substantially changed;
- 15.10.5. The Customer committed a criminal offence using the services of the Bank (fraud, misappropriation of funds, financial crimes, etc.);
- 15.10.6. It has been found that the bank account and the services are actually used by third parties unknown to the Bank, rather than the Customer.
- 15.11. Having concluded the Agreement with the Bank by remote means, the Customer may withdraw from the Agreement by giving written notice to the Bank in a Durable Medium within fourteen (14) days from the date of entry into the Agreement.
- 15.12. Having concluded the Agreement with the Bank by remote means and by signing this Agreement, the Customer agrees that the Bank begins providing Services covered by the Agreement before the end of the withdrawal period provided for in paragraph 15.11. The Customer understood that once the Bank begins performing the Agreement with the Customer's consent before the end of the withdrawal period and the Customer exercises the right of withdrawal, he shall be required to pay the Bank for services actually provided to him under the Agreement within the time period specified in the Agreement.
- 15.13. To exercise the right of withdrawal from the Agreement provided for in paragraph 15.11, the Customer shall be required to make all necessary payments under the Agreement not later than within thirty (30) calendar days before the posting of the notice of withdrawal from the Agreement.
- 16.5. Commission fee for the Main Payment Account service applied to customers who receive monetary social assistance granted to low income residents under the Law on Monetary Social Assistance for Low Income Residents of the Republic of Lithuania shall not exceed 50 percent of the maximum commission fee set by the Supervisory Authority. In cases where the Customer is no longer a person receiving monetary social assistance granted to low income residents under the Law on Monetary Social Assistance for Low Income Residents of the Republic of Lithuania, he shall be charged the fee specified in the Pricelist.
- 16.6. Upon receipt of the Customer's application for the opening of the Main Payment Account, the Bank shall not later than within ten (10) working days from the date of receipt of the application and all necessary information pass a decision to open the Main Payment Account or refuse to open it.
- 16.7. The Bank shall be required to refuse to open the Main Payment Account in the Bank, if this would conflict with the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania.
- 16.8. The Bank shall be entitled not to open the Main Payment Account in the Bank in the following cases;
 - 16.8.1. The Customer already has a payment account opened in an institution operating in the Republic of Lithuania, which gives him the possibility to use the Main Payment Account services, except in cases where the Customer informs the Bank that he was informed of the closing of his payment account. In such event, the Bank shall be entitled to rely on the confirmation signed by the Customer or the Customer's consent for checking whether the Customer has a payment account opened in an institution operating in the Republic of Lithuania, which gives him the possibility to use the Main Payment Account services;
 - 16.8.2. The Customer failed to substantiate his relations with the Republic of Lithuania.
- 16.9. The Bank shall be entitled to unilaterally terminate the Agreement on the Main Payment Account by giving a notice to the Customer at least sixty (60) days in advance, except in cases where such disclosure of information would conflict with purposes of the national security or public order, in the following cases:
 - 16.9.1. The Customer breached the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania or deliberately used the Main Payment Account for illicit purposes;
 - 16.9.2. No payment transactions were performed in the Main Payment Account for more than twenty four (24) consecutive months;
 - 16.9.3. Seeking to open the Main Payment Account, the Customer presented false information;
 - 16.9.4. The Customer is no longer considered a consumer legally residing in the country;
 - 16.9.5. It has been determined that the Customer has another payment account opened by a payment service provider operating in the Republic of Lithuania, which gives him the possibility to use the Main Payment Account services.

16. MAIN PAYMENT ACCOUNT

- 16.1. Consumers legally residing in the country may apply to the Bank for the opening of the Main Payment Account. The Main Payment Account shall be opened in euro. The Main Payment Account may be opened with the Bank only for a natural person.
- 16.2. The existing Customers of the Bank meeting the criteria of a consumer legally residing in the country and holding payment account with the Bank shall be entitled to ask to change its status to the Main Payment Account free of charge, keeping the unique payment account number, and shall be entitled to replace the Main Payment Account with another payment account free of charge.
- 16.3. The Bank shall be entitled to request the Customer applying for the opening of the Main Payment Account to substantiate his professional, economic, social or personal relations with the Republic of Lithuania and shall be entitled to ask the Customer to present documents evidencing his relations with the Republic of Lithuania.
- 16.4. For the Main Payment Account service (as defined by the Supervisory Authority), the Bank shall be entitled to charge commission fee, maximum monthly amount of which is established by the Supervisory Authority on the annual basis and which is specified in the Pricelist. The fee shall be paid for the previous month and debited in the following month.

- 16.10. Under the circumstances provided for in subparagraphs 16.9.1 or 16.9.3, the Agreement on the Main Payment Account may be terminated with immediate effect by notifying the Customer hereof.

17. TRANSFER OF RIGHTS AND OBLIGATIONS

- 17.1. The Customer may not transfer his rights and/or obligations under the Agreement to third parties without a prior written consent of the Bank.
- 17.2. The Bank shall be entitled to transfer its rights and/or obligations under the Agreement to third parties who have the right to provide the appropriate financial services in the Republic of Lithuania without the prior written consent of the Customer.

18. APPENDICES

- 18.1. The following appendices to the General Regulations shall be an integral part of these General Regulations:
- 18.1.1. Rules for Providing Payment Services and Management of Bank Account and Payment Card Account;
- 18.1.2. Pricelist;
- 18.1.3. Rules for Issue and Use of Payment Cards;
- 18.1.4. Rules for the Provision of and Payment for E-invoices;
- 18.1.5. Information to Depositors.

19. APPLICABLE LAW AND DISPUTE RESOLUTION

- 19.1. These General Regulations have been drawn up in accordance with the laws of the Republic of Lithuania and legal relations arising out of them and relating thereto (including the matters of drawing up, validity, invalidity, fulfilment, termination and rejection of the General Regulations) shall be subject to the laws of the Republic of Lithuania and these General Regulations shall be interpreted in accordance with the above laws.
- 19.2. The Agreements concluded between the Parties and legal relations arising out of them and relating thereto (including the issues of drawing up, validity, invalidity, fulfilment, termination and withdrawal from the Agreements) shall be subject to the laws of the Republic of Lithuania and the Agreements shall be interpreted in accordance with the above laws, unless particular Agreements provide otherwise.
- 19.3. All disputes, disagreements and claims arising out of or related to the General Regulations, their violation, termination or validity shall be resolved by negotiation between the Parties. If the Parties fail to reach an agreement within thirty (30) calendar days from the occurrence of the dispute, disagreement or claim, the dispute, disagreement or claim shall be forwarded to courts of the Republic of Lithuania according to the registered seat of the Bank, and if the Customer is a user who has a place of residence in the Republic of Lithuania – to courts of the Republic of Lithuania determining the jurisdiction according to the regulations of laws of the Republic of Lithuania.
- 19.4. Unless individual Agreements provide otherwise, all disputes, disagreements and claims arising out of or

related to the Agreements, their violation, termination or validity shall be resolved by negotiation between the Parties. If the Parties fail to reach an agreement within thirty (30) calendar days from the occurrence of the dispute, disagreement or claim, the dispute, disagreement or claim shall be forwarded to courts of the Republic of Lithuania according to the registered seat of the Bank, and if the Customer is a user who has a place of residence in the Republic of Lithuania – to courts of the Republic of Lithuania determining the jurisdiction according to the regulations of laws of the Republic of Lithuania.

- 19.5. The Bank shall examine requests, inquiries and claims of the Customers concerning the services of the Bank free of charge, including where the Customer refers to the Bank in relation to a dispute, disagreement or claim referred to in paragraph 19.3 or 19.4. The Bank shall consider Written requests, inquiries and claims of the Customer and reply in Writing not later than within fourteen (14) calendar days from the receipt of the request, inquiry or claim in the Bank or, if additional information is provided, from the day of presenting additional information to the Bank, except in cases where legislation of the Republic of Lithuania or other legal acts related to the provision of Services binding upon the Bank (e.g., regulations of international payment card organizations) provide for a different period. If the Bank is unable to give a reply to the Customer's claim within the time period provided for herein, the Bank shall inform the Customer about the reasons and indicate when the reply shall be given.
- 19.6. Customer complaints regarding the actions of the Bank, which may have violated the requirements of laws/agreements governing the provision of payment services and/or legitimate interests of the Customer, shall be examined by the Bank (including written reply to the Customer) not later than within fifteen (15) business days after the date of receipt thereof. In exceptional cases, where the reply cannot be given within fifteen (15) business days due to reasons beyond any control of the Bank, the Bank shall deliver a non-final reply and specify the reasons of the delay to give the reply as well as the date of delivering the final reply to the Customer. The period during which the final reply is to be given shall not exceed thirty five (35) business days.
- 19.7. The request, inquiry or claim must specify the circumstances and documents serving as grounds for presenting the request, inquiry or claim. If in the request, inquiry or claim the Customer refers to the documents that the Bank does not have, such documents or notarized copies thereof must be presented along with the request, inquiry or claim.
- 19.8. If the Customer is to be considered a consumer under the legislation of the Republic of Lithuania and the Bank fails to satisfy the Customer's claims or satisfies them in part, he shall be entitled to apply to the Bank of Lithuania (Zirmunu str. 151, LT-09128 Vilnius, www.lb.lt) in accordance with the procedure prescribed by the Law on the Protection of Consumer Rights and other legal acts of the Republic of Lithuania within one (1) year after applying to the Bank.