

**THE GENERAL RULES
FOR THE SERVICING OF ŠIAULIŲ BANKAS AB CUSTOMERS
AND PROVISION OF SERVICES**

I. GENERAL PROVISIONS

- 1.1. The relations between Šiaulių Bankas AB and the Customer shall be regulated and established by these General Rules of the Servicing of Customers and Provision of Services of Šiaulių Bankas AB, agreements concluded between Šiaulių Bankas AB and the Customer regarding provision of specific services, description of the provision of services as well as the laws and other legal acts of the Republic of Lithuania.
- 1.2. The definitions used in the General Rules shall be as follows:
 - 1.2.1. **personal data** shall mean any information related to the natural person, whose identity is known or may be established, directly or indirectly, by using such data as the personal code, or one or several attributes of physical, physiological, psychological, economic, cultural, or social character;
 - 1.2.2. **handling of personal data** shall mean any action performed in relation to personal data including the following: collection, recording, accumulation, storage, grouping, changing (supplementation or modification), provision, publication, search, dissemination, or another action;
 - 1.2.3. **the Bank** shall mean Šiaulių Bankas AB, company code 112025254, registered address: Tilžės Street 149, LT-76348, Šiauliai, the Republic of Lithuania; the data are registered and stored by the State Enterprise Juridinių Asmenų Registras (the Register of Legal Entities). The supervising authority of the Bank: the Bank of Lithuania, Licence No 7. E-mail address of the Bank: info@sb.lt; telephone of the Bank: (8 41) 595 607; internet address of the Bank: www.sb.lt;
 - 1.2.4. **the Working Day of the Bank** shall mean a day when the Bank carries out activities necessary for performing a payment transaction. The Bank shall execute payment orders for transferring funds from one account to another in the Bank every day, and shall execute orders to transfer funds to accounts in other banks on working days when the finance centre, which intermediates the Bank in the provision of payment services and processes the data of the payment order in the required currency, works and carries out activities necessary for the performance of the payment transaction. A calendar day other than holiday days and days off shall mean a working day. Days-off (Saturdays and Sundays) and holidays (in accordance with Article 162 of the Labour Code of the Republic of Lithuania) shall mean non-working days;
 - 1.2.5. **the companies of the Bank's group** shall mean companies which, directly or indirectly, control the Bank as well the companies which, directly or indirectly, are controlled by these companies, and companies which, directly or indirectly, are controlled by the Bank;
 - 1.2.6. **the services of the Bank** shall mean the financial services defined in Article 3 of the Law on Financial Institutions of the Republic of Lithuania, which are rendered by the Bank to the Customer;
 - 1.2.7. **co-obligators** shall mean the persons who jointly sign the Agreement and undertake to execute all the obligations arising in relation to the Agreement (to make payments, financing amounts, monthly contributions, to insure assets or life etc) collectively and/or individually.
 - 1.2.8. **the General Rules** shall mean these general rules for the provision of support services to the Bank's customers which, together with all addenda, amendments, and supplements shall form an integral part of the Agreement (irrespective of whether it is specified in a particular Agreement for the provision of services). The General Rules shall apply to all Customers irrespective of which services of the Bank are used by the Customer. The General Rules shall apply to all relations of the Customer and the Bank related to the provision of the services of the Bank, which arise before and continue after the entry of the Agreement into force and which arise after the entry of the General Rules into force;
 - 1.2.9. **The Customer** shall mean a natural or legal person, who uses the services of the Bank or addresses the Bank regarding the use of the services of the Bank. In the Agreements, the Terms and Conditions of the Provision of Services, the Typical Rates, and other documents, the Customers can be referred to as private customers, business customers, and otherwise;

- 1.2.10. **the Payment Rules** shall mean Šiaulių Bankas AB general rules for the provision of payment services and management of the Bank's account approved by the Bank
- 1.2.11. **the Terms and Conditions for the Provision of Services** shall mean the terms and conditions for the provision of specific services of the Bank, with which the Customer is familiarised if he wishes to use that service, and which form an integral part of the Agreement;
- 1.2.12. **the Agreement** shall mean the agreement concluded between the Bank and the Customer regarding the provision of specific services of the Bank to the Customer, establishing specific terms and conditions of the provision of the service, which includes, as an integral part, the General Rules, the Payment Rules, and the Typical Rates (irrespective of whether it is stipulated in the specific Agreement);
- 1.2.13. **the Parties** shall mean the Bank and the Customer, each of which separately can be referred to as the Party;
- 1.2.14. **the Typical Rates** shall mean the rates of the services provided and transactions carried out by the Bank, which are approved in the procedure stipulated by the Bank;
- 1.2.15. **the Third Party** shall mean any natural or legal person except for the Parties;
- 1.2.16. **the Payments** shall mean the charges, interest rates, commission fees, financing amounts to be repaid, expenses, and other payments due from the Customer to the Bank in general.
- 1.3. Unless it is stipulated otherwise in the General Rules, words used in singular shall also mean plural; words of one gender shall cover corresponding words of any other gender; words meaning a person shall also cover both natural and legal persons; and a reference to the whole shall also mean a reference to a part thereof; and (in each specific case) vice versa.
- 1.4. The Customer shall be entitled to review the General Rules, the Payment Rules, and the Typical Rates on the website of the Bank and/or in customer servicing departments/divisions of the Bank. If the Customer wishes so, the Bank shall provide the Customer with a copy of the General Rules. The Customer shall also be given conditions for reviewing and receiving the Terms and Conditions for the Provision of Services.
- 1.5. The Customer shall be obliged to review the General Rules, the Payment Rules, the Terms and Conditions for the Provision of Services and the Typical Rates prior to concluding the Agreement or prior to starting the use of the services of the Bank.
- 1.6. In case of discrepancies between the General Rules, the Payment Rules, and the Terms and Conditions for the Provision of Services, the Terms and Conditions for the Provision of Services shall apply. In case of discrepancies between the Agreement, the General Rules, the Payment Rules, and the Terms and Conditions for the Provision of Services or the Typical Rates, the terms and conditions of the Agreement shall apply. In case of discrepancies between the Lithuanian text of the Agreement, the General Rules, the Payment Rules, the Terms and Conditions for the Provision of Services, and the Typical Rates and their translation into a foreign language, the Parties shall be guided by the Lithuanian text.
- 1.7. If any condition of the General Rules, the Payment Rules, the Terms and Conditions for the Provision of Services, the Typical Rates, or the Agreement contradicts the imperative provisions of the laws of the Republic of Lithuania, such condition shall not apply to the relations between the Parties, while all other provisions of the General Rules, the Payment Rules, the Terms and Conditions for the Provision of Services, the Typical Rates, or the Agreement shall remain in force.
- 1.8. The Bank shall have the right to amend the General Rules, the Payment Rules, the Terms and Conditions for the Provision of Services, and the Agreements if these rules, terms and conditions, or Agreements must be amended due to the replacement or up-dating of the software or hardware used by the Bank, rearrangement of the work management processes, amendments of legal acts or adoption of new legal acts, and other important reasons. The Bank shall inform the Customer about these amendments beforehand, not later than 60 (sixty) calendar days in advance.
- 1.9. The Bank shall also have the right to amend the Typical Rates at any time. The Bank shall inform the Customer about such amendments, which complicate the position of the Customer (e.g. an increase in the commission fee), in the procedure provided for by the Agreement, not later than 60 (sixty) calendar days in advance (in case the Customer is a legal person, 30 (thirty) calendar days in advance) before the day of entry of the amendments into force. The Bank shall have the right to inform the Customer about such amendments, which do not affect the position of the Customer, without observing the timing stipulated in this Clause above. The establishment of the Typical Rates for new services shall not be considered as affecting of the position of the Customer.

II. PERSONAL IDENTIFICATION AND REPRESENTATION OF THE CUSTOMER; SIGNATURE OF THE CUSTOMER

- 2.1. Prior to concluding the Agreement with the Customer and providing the services of the Bank to the Customer, the Bank shall establish the personal identity of the Customer and/or his representative.
- 2.2. The Bank shall establish the personal identity of the Customer as follows:
 - 2.2.1. that of a natural person: in accordance with an effective document proving the identity of the person, which contains his photograph, signature, indication of the name and surname, and personal code as well as in accordance with other documents proving the identity of the person of the Customer. The identity of a natural person shall be established by one of the following personal identity documents submitted by the Customer: the personal identity card, passport, driving licence issued after 31 December 2002, and permit for residence in the Republic of Lithuania (temporarily or permanently). The Bank shall have the right not to accept documents proving the personal identity other than those specified in this Clause;
 - 2.2.2. that of a legal person: in accordance with its documents of incorporation, registration certificate and/or written statement, which contain its name, registered office, identification code of the legal person (the code of the legal person or another code assigned by the Register of Legal Entities), and in accordance with other documents or data identifying the legal person. The identity of the natural person acting on behalf of the legal person shall be established according to the procedure set out in Clause 2.2.1 of these General Rules and in accordance with the Card of the Specimen Signatures and Seal of the Customer approved by the Bank as well as documents proving that the person is duly authorised to act on behalf of the legal person;
 - 2.2.3. that of the Customer requesting information on the status of his account with the Bank: in accordance with the data identifying the person of the Customer as specified in the Bank Account Agreement, the details of his Bank Account Agreement, or in accordance with other data known to both Parties.
- 2.3. The Customer shall be obliged to provide the Bank with the effective originals of the documents proving the identity of the Customer as specified by the Bank. The Bank shall have the right, when using lawful means, to verify the identity of the Customer and/or the representative thereof by its own resources, and to suspend execution of transactions initiated by the Customer and/or the representative thereof for the period of the verification of the authorisations and the authenticity of the documents proving the identity of the representative of the Customer.
- 2.4. If any suspicion arises in relation to the person entitled to conclude transactions on behalf of the Customer or to dispose of the account of the Customer as well in other cases, the Bank, in order to make sure that the Customer is duly registered and/or operates lawfully (if the Customer is a legal person), shall have the right to require that the person should provide the Bank with documents proving the right of the representative of the legal person to dispose of the account of the Customer, or the lawfulness of the activities of the Customer.
- 2.5. In order to protect the interests of the Customer, the Bank shall have the right to refuse to accept from the Customer any personal identity documents which, in the opinion of the Bank, are easy to forge or documents which fail to contain sufficient data for establishing the identity of the person.
- 2.6. When concluding the Agreement or using the services of the Bank, the Customer can be represented by a representative of the Customer; however, the Bank shall have the right to require that the Customer who is a natural person would perform actions personally rather than through the representative. Such requirement of the Bank may be claimed due to important reasons (when the Bank has controversial information on the representative of the Customer or intentions thereof, or when the conduct of the representative causes reasonable suspicions with employees of the Bank in relation to due representation) in order to protect the lawful interests of the Customer and/or the Bank. A legal person shall perform all actions only through representatives thereof, who should be specified in the Cards of the Specimen Signatures and Seal approved by the Customer.
- 2.7. The representative of the Customer shall be obliged to provide the Bank with the documents proving the authorisations of the representative of the Customer and the identity thereof, which must comply with the requirements for the form and content of such documents as stipulated in the laws and other legal acts of the Republic of Lithuania. The Bank shall accept only such documents proving the authorisations of the Customer, which clearly and unambiguously state the name of the Customer, the representative of the Customer, and the authorisations to be granted to the representative of the Customer. The Bank shall have the right to refuse to accept any documents failing to comply with the conditions specified in this Clause, and not to provide the service.

- 2.8. If the transaction of the Bank is initiated, on behalf of the Customer, by the authorised representative of the Customer, the Bank shall have the right to contact the Customer in order to receive the approval of the Customer for the transaction initiated by the authorised representative of the Customer if, in the opinion of the Bank, such approval is necessary in order to protect the interests of the Customer (e.g. a transfer of a big amount of funds is initiated etc). The Customer will not hold any demands against the Bank if the transaction initiated by the authorised representative of the Customer is not executed in case the Bank does not succeed in contacting the Customer and receiving the approval thereof.
- 2.9. The Customer shall be obliged to inform the Bank in the written form about change, cancellation, or expiration of the authorisations of the representative of the Customer irrespective of whether this information was provided by the Customer to public registers. Until such information is provided to the Bank, it shall be considered that the authorisations held by the representative of the Customer are due and effective.
- 2.10. The Bank shall have the right to require that the Customer or the authorised representative thereof should sign documents in the Bank in the presence of an employee of the Bank or, if the documents are to be signed outside the premises of the Bank or on a non-working day of the Bank, that the signatures of the Customer or the authorised representative thereof should be notarised.
- 2.11. The Customer shall not have the right to transfer his obligations to any third party without prior written consent of the Bank.
- 2.12. If the Customer is a legal person:
 - 2.12.1. the persons entitled to dispose of the funds of the Customer shall be specified in the Card of the Specimen Signatures and Seal of the Customer to be provided by the Customer to the Bank, which shall be approved and signed by the chief executive officer of the Customer, the person duly authorised thereof, or another person holding such right in accordance with the documents of incorporation of the Customer provided by the Customer to the Bank and registered in the Register of Legal Entities.
 - 2.12.2. payment orders provided by the Customer in written form must be signed by the Customer or authorised representative thereof and sealed if the specimen seal is available in the Card of the Specimen Signatures and Seal of the Customer provided to the Bank;
- 2.13. if the Customer uses electronic payment means, the instructions of the Customer, in the procedure stipulated in the corresponding Agreements, should be approved by the means proving the identity of the Customer (PIN code, electronic signature, password). Documents approved in this manner, by their legal force, should be held equal to the documents signed by the Customer.

III. REQUIEREMENTS FOR DOCUMENTS PROVIDED TO THE BANK

- 3.1. The Bank shall be provided with originals and/or notarised copies of documents. The Bank makes an assumption that the documents provided by the Customer are authentic, true, effective, and correct. If the Bank has reasonable doubts regarding the truthfulness or correctness of the documents provided by the Customer, the Bank shall have the right not to execute the instructions provided by the Customer and/or to require that the Customer should provide additional documents.
- 3.2. The Bank shall have the right to make and to store copies of the originals or notarised copies of the documents provided to the Bank by the Customer.
- 3.3. If the documents to be provided to the Bank are drafted abroad, the Bank shall have the right to require that they would be legalised or certified by the Apostille according to the procedure stipulated by legal acts, except those cases when the international agreements concluded by the Republic of Lithuania stipulate otherwise.
- 3.4. The documents to be provided to the Bank should be prepared in the Lithuanian and/or another language specified by the Bank. If the documents to be provided to the Bank are prepared in a foreign language, the Bank shall have the right to require that they should be translated into the Lithuanian and/or another language specified by the Bank, and the translation be signed by the translator, and the signature thereof be notarised. Upon acceptance of the documents of the Customer prepared in a foreign language, the Bank shall have the right to organise, if necessary, translation thereof into the Lithuanian language, and the Customer should reimburse the Bank for the incurred expenses. All expenses on the preparation, delivery, certification, and translation of the documents to be provided to the Bank shall be borne by the Customer.
- 3.5. In cases stipulated by the Bank, the documents to be provided by the Customer should be prepared in accordance with the standard forms stipulated by the Bank.

- 3.6. The Bank shall have the right to address other persons as well as governmental institutions with a request to provide the information they possess on the truthfulness of the documents provided to the Bank and the contents thereof. The Customer agrees that the Bank would also address other persons in respect to the verification of powers of attorney, other documents, and information indicated therein, and waives any claims towards the Bank regarding non-execution of the instructions of the Customer or representatives thereof until the aforementioned information is received.
- 3.7. In the course of the conclusion, execution, and termination of the Agreement, the Customer shall be obliged to provide the documents specified by the Bank.

IV. COMMUNICATION BETWEEN THE BANK AND THE CUSTOMER

- 4.1. All notifications, written extracts, reports, certificates, or any other information including the General Rules should be in the written form, except for the cases stipulated by the laws and other legal acts of the Republic of Lithuania and/or agreements and other documents to be provided to the Bank, which notifications can be communicated verbally. Documents transmitted by telecommunication or electronic communication means shall be considered to be documents in the written form.
- 4.2. The Bank shall serve notifications to the Customer personally (told/served directly or sent by post, e-mail, telephone or other means), or announce them publicly (by announcing on the website of the Bank and in the premises of customer service departments/divisions of the Bank). If the Agreement is concluded by co-obligators, the Bank shall have the right to address notifications to one person specified in the Agreement, and the latter person shall be obliged to forward the received information to the other persons (co-obligators) specified in the Agreement.
- 4.3. Notifications of the Customer shall be told to the Bank verbally or served in writing directly to the authorised employees of the Bank: sent by post, e-mail, or other means. If the Customer communicates a notification verbally, the Bank shall have the right to record the conversation in the procedure stipulated by the law. Each Party shall have the right to select the manner of communicating the notification, except for the cases stipulated in the legal acts of the Republic of Lithuania and/or the Agreements and other documents to be provided to the Bank.
- 4.4. Notifications transmitted by the Parties shall be considered as have been received:
 - 4.4.1. if the notification is communicated verbally (including via the phone) – at the moment of telling thereof;
 - 4.4.2. if the notification is served directly – on the day of service thereof;
 - 4.4.3. if the notification is sent by post – in 5 (five) calendar days (when sending outside/from the boundaries of the Republic of Lithuania – 14 (fourteen) calendar days) after the day of dispatch;
 - 4.4.4. if the notification is sent by e-mail, telefax, telephone, and other telecommunication means – the next working day in the country of the addressee following the day of dispatch;
 - 4.4.5. if the notification is announced through the service provision internet system of the Bank – the next working day in the country of the Customer following the day of announcement;
 - 4.4.6. if the notification is announced publicly – on the day of announcement;
 - 4.4.7. if the Customer has confirmed receipt of the notification earlier than is indicated above – on the confirmed day of receipt.
- 4.5. If the Customer does not receive notifications from the Bank, which it was to receive from the Bank in accordance with the Agreement or in accordance with the request provided by the Customer, the Customer shall be obliged to immediately inform the Bank.
- 4.6. Upon receipt of a notification from the Bank, the Customer shall be obliged to immediately verify the correctness and accuracy of the information indicated in the notification and, in case of detecting any discrepancies, inaccuracies, or other shortcomings, to immediately inform the Bank. This Clause shall not apply to such notifications of the Bank, which, in accordance with their essence, the Agreement, the Terms and Conditions of the Provision of Services, or legal acts of the Republic of Lithuania should not be verified and/or approved by the Customer.
- 4.7. The Customer confirms that he is duly informed and assumes possible risk of disclosure of confidential information to third persons, which may arise when sending notifications in accordance with the Agreement or sending any information by e-mail.
- 4.8. In case of change of the name, surname, or place of residence of the natural person/registration address, name of the legal person, company code, registered address, articles of association, managers, representatives or other persons entitled to conclude transactions on behalf of the Customer as well as other data, the Customer shall be obliged to report this to the Bank in writing and to provide the documents related with the changes (the passport, registration certificate, decision

of the managing bodies or others) or confirmed copies thereof, and the Customer who is a legal person shall be obliged to additionally provide the Bank with a written extract from the Register of Legal Entities and specimen signatures of the changed persons representing the legal person and specimen of the changed seal documented in the established procedure as well as documents proving the change of the aforementioned data. In case of failure to properly execute the obligations stipulated in this Clause, the Customer shall bear entire responsibility for all consequences arising due to the failure to inform in time and agrees that actions of the Bank performed in accordance with the latest details of the Customer known to the Bank will be considered as have been performed properly.

- 4.9. The contact information of the Customer (name and surname/legal name, address, telephone, fax numbers and other details of the legal person) necessary for the transmission of notifications of the Parties shall be indicated in the Agreements or other documents to be provided to the Bank (questionnaires, applications etc). If no contact information of the Customer is indicated in the Agreements or other documents to be provided to the Bank, the Bank shall have the right to transmit the notification using the latest contact information indicated by the Customer. If no contact information of the Bank is indicated in the Agreements, the Customer shall have the right to transmit the notification in accordance with the contact information indicated on the website of the Bank.
- 4.10. The Parties shall be obliged to immediately inform each other about changes in their contact information. If the Bank requires so, the Customer shall be obliged to provide documents proving the change in the contact information. In case of failure to perform this obligation, it shall be considered that the notification sent in accordance with the latest indicated information has been sent duly, and any obligation performed on the basis of that information has been performed duly.
- 4.11. The Parties shall be obliged to immediately provide each other with information and, if the Bank requires so, to provide documents proving these circumstances, about any circumstances which may be important for the execution of the Agreement (on the change of the specimen signature of the Customer or representative of the Customer; bankruptcy, restructuring, liquidation, reorganisation, rearrangement of the Customer etc).

V. CHARGES AND OTHER EXPENSES PAYABLE BY THE CUSTOMER

- 5.1. For the use of the services of the Bank, the Customer shall be obliged to pay to the Bank the Bank charges, interest, commission fee, and other payments stipulated in the Typical Rates and/or in the Agreement.
- 5.2. The Customer shall also be obliged to repay, within the established time limit, the financing amounts received from the Bank if any and to pay other expenses related to the provision of the services of the Bank (notary fees for the performance of notary actions, stamp duties, judicial expenses, property evaluation expenses, expenses related to document copying and preparation of certificates, insurance premiums, duties established by the state etc). If these expenses are paid by the Bank, the Customer shall be obliged to compensate the Bank for the expenses incurred.
- 5.3. The Bank shall debit the payments from the accounts of the Customer specified in the Bank provided, there is no possibility to debit the payments from these accounts, the Bank shall have the right to debit them from other accounts of the Customer opened with the Bank without separate instruction or consent of the Customer. Funds shall be debited in the currency specified in the Agreement or in another currency with application of the currency exchange rate established by the Bank. The right of the Bank to debit payments from the accounts of the Customer shall be valid until the payments have been paid to the Bank to the fullest extent. The Customer shall ensure that a sufficient amount of funds would be available on the accounts of the Customer specified in the Agreement for debiting when the payment falls due. The Bank shall debit the payments in the order of priority chosen by the Bank.
- 5.4. If the Bank is unable to debit the payments from the account of the Customer due to any reasons beyond the control of the Bank, the Customer, upon requirement of the Bank, shall be obliged to pay the payments due in the manner prescribed by the Bank (to pay in cash to the account of the Bank, to transfer to the account specified by the Bank etc).
- 5.5. In case of change of the currency of the monetary obligation or payments specified in the Agreement, the Bank shall have the right to convert the currency specified in the Agreement into the new currency in accordance with the exchange rate established by the Bank, and to recalculate the amount of the monetary obligation and payments correspondingly, unless the laws and other legal acts of the Republic of Lithuania stipulate otherwise.

- 5.6. If another currency is introduced officially and publicly, the Bank shall have the right, from the date of the introduction of the new currency, unilaterally and without separate instruction of the Customer, to change the currency on the account of the Customer and/or to recalculate into the new currency the currency of the amounts due from the Customer to the Bank and from the Bank to the Customer. In the case stipulated in this Clause, the Bank shall change the funds of the Customer and recalculate the obligations of the Customer or the Bank in accordance with the currency exchange rate established by the Bank at that time, except for cases when it is stipulated otherwise in the laws of the Republic of Lithuania.
- 5.7. If the Bank receives from the Customer an amount smaller than the whole amount payable to the Bank in accordance with the Agreement, the Bank shall have the right to distribute and to use such payment for covering the indebtedness of the Customer in any order of priority, and for such purpose or purposes in accordance with the Agreement or other Agreements concluded by the Bank and the Customer, which are provided for by the Bank at its own discretion, irrespective of any contrary instruction given by the Customer.
- 5.8. If the monetary funds on the accounts of the Customer with the Bank are not sufficient for debiting the amount payable to the Bank, the Customer agrees (these General Rules shall mean a multiple consent of the Customer) that the Bank, without a separate instruction or consent of the Customer or in another procedure stipulated by the laws of the Republic of Lithuania, would debit the amounts payable to the Bank from accounts of the Customer of all types (in litas or another currency) with other banks and credit institutions in accordance with the debit payment instructions prepared by the Bank. These General Rules shall also mean the unconditional instruction of the Customer to another bank or credit institution to change, upon requirement of the Bank, the funds to be debited into the required currency if the funds in the payable currency are not available on the account of the Customer or they are insufficient, and to transfer them to the account specified by the Bank. This consent of the Customer cannot be revoked without amending the Agreement or without prior written consent of the Bank. These General Rules shall also be considered to be the unconditional and irrevocable consent of the Customer for the Bank to receive all required information on the accounts of the Customer with other banks and credit institutions and the balances thereof as long as the debt of the Customer to the Bank has not been repaid.

VI. THE CONCLUSION, AMENDMENT, AND TERMINATION OF THE SERVICES AGREEMENT. CONSEQUENCES OF FAILURE TO EXECUTE THE AGREEMENT

- 6.1. With due regard to the publicly acknowledged principle of freedom of contract, the Bank shall have the right to select the persons to enter into Agreements with or to refuse to enter into them, except for cases when the effective laws stipulate otherwise.
- 6.2. Prior to entering into or refusing to enter into the Agreement, the Bank shall be obliged to comprehensively evaluate all the information known to the Bank and circumstances regarding the person.
- 6.3. In all cases, the Bank shall refuse to enter into the Agreement with a specific person if such is required by the effective legal acts. Furthermore, the Bank can refuse to enter into the Agreement with a specific person due to important reasons. The facts that the natural or legal person wishing to conclude the Agreement or persons related to such person did the following acts can be considered by the Bank as important reasons:
 - 6.3.1. indicated incorrect information in the documents provided to the Bank, or provided not all the documents and data reasonably required by the Bank;
 - 6.3.2. when the Bank required so, failed to provide sufficient data and/or documents necessary for personal identification, or the documents and/or data provided fail to comply with the requirements stipulated in legal acts and/or by the Bank;
 - 6.3.3. failed to provide sufficient proofs and/or documents in order to prove the lawful grounds for the acquisition of their funds or other assets, or there are other circumstances allowing to assume that the person is related to money laundering;
 - 6.3.4. has infringed his obligations undertaken in accordance with the Agreements concluded with the Bank, other legal persons belonging to the group of the Bank and/or other creditors;
 - 6.3.5. by his unlawful actions, caused losses to the persons belonging to the group of the Bank, or created a real possibility of such losses;
 - 6.3.6. had criminal charges instituted against him, or was sentenced for economic or criminal offences;
 - 6.3.7. according to the information known to the Bank, they are associated with criminal organisations.

- 6.4. The Bank shall also be entitled to consider as important reasons other facts not referred to in Clause 6.3 if they allow for a reasonable assumption that the lawful interests of the Bank, the Customers, or the public would be infringed in case the Bank enters into the Agreement.
- 6.5. The Agreement concluded between the Bank and the Customer shall enter into force on the day when it is signed by all parties to the Agreement and is sealed (when the Customer is a legal person and it is specified in its documents of incorporation that it has a seal) unless it is stipulated otherwise in the Agreement.
- 6.6. Addenda and amendments to the Agreement shall form an integral part of the Agreement, and they must be signed by the Parties and be sealed (if the Customer is a legal person and has a seal).
- 6.7. The Agreement shall be concluded in the number of original copies equal to the number of the Parties, with each Party to be handed one original copy. All original copies shall have equal legal force.
- 6.8. The terms and conditions of the Agreement may be amended by written agreement of the Parties, except for the cases stipulated in Clause 6.9 of this Chapter, when the Bank shall have the right to amend the Agreement unilaterally.
- 6.9. The Bank shall have the right to amend the terms and conditions of the Agreements (including those which may be amended by written agreement of the Parties) unilaterally, without a separate agreement of the Parties, if these amendments are related to the improvement of the information systems and/or technologies of the Bank or amendments of legal acts, and provided that such amendment of the terms and conditions of the Agreement does not infringe the rights and lawful interests of the Customer and does not change the material terms and conditions of the Agreement. The Bank shall undertake to announce that on the website of the Bank and in customer service departments/divisions of the Bank or to inform the Customers personally not later than 60 (sixty) calendar days in advance.
- 6.10. The Bank shall have the right to suspend the provision of the services of the Bank and/or to terminate the Agreement before the time stipulated in the Agreement and/or in the laws of the Republic of Lithuania unilaterally, without going to court, upon notification to the Customer, in the following cases:
 - 6.10.1. the Customer commits a material breach of the terms and conditions of the Agreement and/or the Terms and Conditions of the Provision of Services;
 - 6.10.2. it becomes known that the information and documents provided by the Customer, on the basis of which the Bank made the decision to conclude the Agreement, are incorrect and/or incomplete;
 - 6.10.3. the Customer commits a material breach of other Agreements concluded with the Bank;
 - 6.10.4. bankruptcy and/or restructuring proceedings have been initiated or are planned to be initiated against the Customer, the Customer undergoes liquidation, the creditors of the Customers start recovery of debts from the Customer as well as if it becomes known that the financial condition of the Customer has deteriorated essentially, the Customer has become insolvent, or other circumstances arise, which may have an adverse effect on the capability of the Customer to properly execute the Agreement;
 - 6.10.5. in case of other important reasons non-specified in this Clause if the Bank acknowledges those reasons as important.
- 6.11. The Customer shall have the right to terminate the Agreement with the Bank in the cases and in the procedure stipulated in the laws, the Agreements, the Terms and Conditions of the Provision of Services, and these General Rules, upon payment of any outstanding charges, financing amounts, default interest, interest owed to the Bank, i.e. upon entire fulfilment of the obligations.
- 6.12. If the Customer fails to execute the obligations stipulated in the Agreement and/or in case there are grounds for the termination of the Agreement, however, irrespective of whether the Agreement has been terminated, and irrespective whether the Customer pays the default interest and penalties stipulated in the Agreement for the failure to execute the obligations, the Bank shall have the right:
 - 6.12.1. not to provide the services of the Bank to the Customer;
 - 6.12.2. to suspend the provision of the services of the Bank;
 - 6.12.3. to require additional security of the performance of the Agreement;
 - 6.12.4. in respect to the amounts payable by the Customer in accordance with the Agreement:
 - 6.12.4.1. to require before they fall due;
 - 6.12.4.2. to recover in the procedure stipulated by the laws;
 - 6.12.4.3. to debit from the accounts and deposits of the Customer with the Bank and other credit institutions in any currency by means of debit orders or in any other manner acceptable to the Bank;
 - 6.12.4.4. to set off against the obligations of the Bank towards the Customer;
 - 6.12.4.5. to suspend pay-out of funds from the accounts of the Customer, or transactions with the securities of the Customer;

6.12.4.6. to receive from other persons the data on the Customer and the accounts and other assets thereof.

VII. AMENDMENT OF THE GENERAL RULES

- 7.1. The Bank shall have the right to unilaterally amend the General Rules due to important reasons (due to the change in the functionality of the services provided by the Bank, due to the improvement of the information systems and/or technologies, due to amendment of legal acts, or other similar reasons), provided that it does not infringe the rights and lawful interests of the Customers, upon informing the Customer in the procedure stipulated in the General Rules.
- 7.2. The Bank shall inform the Customer about amendment of the General Rules not later than 60 (sixty) calendar days prior to the day of entry into force of the amendments. The notification of the amendment of the General Rules shall be announced publicly on the website of the Bank and in the customer service departments/divisions of the Bank, or can be transmitted to the Customer personally if the Customer requests so. Upon public announcement of the notification about the amendment of the General Rules, it shall be considered that the Customer agrees with these amendments unless the Customer informs the Bank of disagreement with them before the day of entry into force of the amendments. In the latter case, the Customer shall have the right to terminate the Agreement in the procedure stipulated in the procedure stipulated in Clause 6.11 of the General Rules.
- 7.3. The Customer shall have the right to review the effective version of the General Rules as well as the General Rules which were in effect since the day of conclusion of the Agreement. The effective version of the General Rules shall be published on the website of the Bank, and other documents, upon receipt of a separate request of the Customer, shall be provided to the Customer by post or handed personally, or using other durable medium.

VIII. THE SECURITY OF THE PERFORMANCE OF THE CUSTOMER ELIMINATION OF ERRORS

- 8.1. The Bank shall have the right to use the funds available on the accounts of the Customer opened with the Bank for satisfying its requirements arising from the duty of the Customer to perform the obligations in accordance with all the Agreements concluded between the Customer and the Bank provided that it is stipulated so therein.
- 8.2. The Customer shall be obliged to immediately inform the Bank when the Customer discovers any amounts of money, securities or other assets received from the Bank unlawfully, or when the Customer discovers any unlawfully executed transactions on the accounts of the Customer an/or incorrect entries on the accounts of the Customer.
- 8.3. The Customer shall be obliged to repay to the Bank any amounts of money, securities and other assets received from the Bank unlawfully. The Bank shall have the right, without separate consent of the Customer, to debit from the accounts and deposits of the Customer the amounts of money or securities received from the Bank unlawfully.
- 8.4. If incorrect entries are made on the accounts of the Customer through error during the provision of the services of the Bank, the Bank shall have the right to correct those entries without separate consent of the Customer.
- 8.5. The Bank shall have the right to require that the Customer should provide the Bank with guarantees of the performance of the Agreement (security, pledge/mortgage of property etc) in order to secure the performance of the obligations of the Customer under the Agreement.

IX. TIME FOR THE FULFILMENT OF OBLIGATIONS; SET-OFF; RESPONSIBILITY

- 9.1. The Customer must fulfil his obligations by the day specified in the Agreement. If the last day of the time limit for the fulfilment of the obligation of the Customer under the Agreement is a day-off or holiday, the working day preceding such day-off or holiday shall be considered as the deadline for the fulfilment of the obligation of the Customer.
- 9.2. The Bank shall have the right to set off the requirements of the Bank towards the Customer against the counter requirements of the Customer of the same type towards the Bank. The Bank shall inform the Customer about the set-off.
- 9.3. The responsibility of the Parties shall be established pursuant to the Agreement and/or the laws of the Republic of Lithuania.

- 9.4. The Bank shall not bear responsibility for the losses of the Customer arising through the fault of the Customer and/or resulting from lawful actions of the Bank; for errors made by correspondent banks, and for actions of these banks which may result in non-execution or delay in the execution of the obligations, or in impossibility to enter funds into the account of the Customer; for mutual claims of payers and payees as well as for the consideration thereof if there is no fault on the part of the Bank; for criminal actions and unlawful actions of another character committed by third persons, which result in damage to the Customer or another person; and for losses incurred by the Customer due to the blocking of the account of the Customer.
- 9.5. Certain services of the Bank have features of risk (e.g. conclusion of transactions concerning money market instruments, foreign currency, securities, financial futures and options etc). When concluding such transactions, the Customer shall assume the possible risk of losses arising not through the fault of the Bank.
- 9.6. The Customer shall bear responsibility for all losses of the Bank incurred due to the provision of incorrect information to the Bank as well as for the failure to execute payment instructions and obligations stipulated in the Agreement.
- 9.7. The Bank shall have the right to improve its information system and to eliminate detected shortcomings even if this may cause and/or causes short-term interruption in the provision of services to the Customers. The Bank shall be obliged to plan operations for the improvement of its information system and elimination of shortcomings thereof and, when possible, to perform them during night time or a day-off. However, in case of extraordinary circumstances and important reasons, the Bank, in order to avoid possible losses of the Customer and/or of its own, shall have the right to eliminate shortcomings of the information system at any time of the day within the shortest time possible. The execution of all obligations of the Bank, which are performed by the information system, shall be suspended during the improvement of the information system of the Bank and/or elimination of shortcomings thereof.
- 9.8. The Bank shall have the right not to accept and not to execute payment instructions, not to accept requests for currency exchange, not to accept and not to execute instructions on transactions with financial instruments, and not to provide other services if the interbank settlement systems/the global interbank finance market fails to operate, the liquidity of markets has decreased, or in other unusual market conditions, due to important technical or other reasons, or in case when the risk is unacceptable to the Bank.

X. FORCE MAJEURE

- 10.1. The Party shall be released from responsibility for the failure to execute the Agreement if it proves that the Agreement has not been executed due to circumstances which could not be controlled and reasonably foreseen at the time of conclusion of the Agreement, and that it could not prevent the occurrence of those circumstances or consequences thereof. The non-availability of financial resources to the Party to the Agreement or breach by the contracting parties of the Party to the Contract of their obligations shall not be considered to be force majeure.
- 10.2. If the circumstance which makes impossible the execution of the Agreement is a temporary one, the Party shall be released from responsibility for such a period of time which is reasonable with regard to the impact of that circumstance on the execution of the Agreement.
- 10.3. The Party which has failed to execute the Agreement shall be obliged to notify the other Party about the occurrence of the force majeure circumstances and the impact thereof on the execution of the Agreement. If the other Party does not receive the notification within a reasonable period of time after the Party failing to execute the Agreement became aware or should have become aware of that circumstance, the latter Party shall be obliged to compensate the other Party for the losses incurred by non-receipt of the notification.
- 10.4. The existence of force majeure circumstances shall not deprive the Bank of the right to terminate the Agreement and/or to suspend the execution thereof and/or require premature repayment of all financing amounts provided to the Customer as well as payment of the interest and other payments.

XI. CONSIDERATION OF CLAIMS OF THE CUSTOMER; RESOLUTION OF DISPUTES

- 11.1. The Customer shall have the right to provide to the Bank inquiries/claims in relation to the provision of the services of the Bank.

- 11.2. The Bank shall consider the inquiries/claims received from the Customer with a period of time, which is reasonable for the consideration of a specific claim; however, not longer than within 30 (thirty) calendar days. The Bank shall consider inquiries/claims of the Customers without remuneration.
- 11.3. A claim should specify the circumstances and documents, with the reference to which the claim is being filed. If the Customer refers in the claim to any documents which are not available to the Bank, such documents or certified copies thereof should also be provided when filing the claim.
- 11.4. After having considered the inquiry/claim of the Customer, the Bank shall inform the Customer in writing about the results of the consideration of the inquiry/claim of the Customer.
- 11.5. Disputes, which arise in the course of the provision of the services by the Bank to the Customer, shall be resolved by means of mutual negotiations of the Parties and, in case the negotiations fail, in courts of the Republic of Lithuania pursuant to the laws of the Republic of Lithuania.
- 11.6. The Bank shall have the right to shoot and record telephone conversations of the Parties in relation to the conclusion of the Agreements and the execution of the terms and conditions thereof. The Parties agree that telephone records of conversations, notifications sent in or dispatched by fax in accordance with the details indicated in the Agreement as well as film footage shall be considered to be proofs in the resolution of mutual disputes of the Parties.

XII. THE SECRET OF THE BANK

- 12.1. All data and information on the following shall be considered to be the secret of the Bank and the Customer:
 - 12.1.1. The accounts held by the Customer with the Bank, balances of funds on those accounts, transactions carried out by the Customer with the funds available on his account as well as the terms and conditions of the Agreements in accordance with which the accounts were opened for the Customer;
 - 12.1.2. debt obligations of the Customer to the Bank as well as the terms and conditions of the Agreements, in accordance with which those debt obligations arose;
 - 12.1.3. other services of the Bank provided to the Customer as well as the terms and conditions of the Agreements, in accordance with which the services of the Bank are being provided;
 - 12.1.4. the financial condition and assets, activities, and activity plans of the Customer, debt obligations of the Customer to other persons or transactions concluded by the Customer with other persons; the commercial (industrial) or professional secrets of the Customer.
- 12.2. The information, which forms the secret of the Bank, may be disclosed to third persons only in cases stipulated by the laws, these General Rules and/or the Agreement, and/or upon receipt consent of the Customer.
- 12.3. The Bank shall have the right to provide the information, which forms the secret of the Bank, to those persons who provide services to the Bank supplementing the financial services provided by the Bank if it is necessary to disclose the information, which forms the secret of the Bank, due to the specifics of the provision of such services. In this case, the Bank will ensure that such third persons would undertake not disclose the information, which forms the secret of the Bank.

XIII. CONFIDENTIALITY

- 13.1. Information on the negotiations between the Bank and the Customer regarding the conclusion of the Agreement and/or provision of the services of the Bank, the terms and conditions of the Agreement, and the terms and conditions and procedure of the provision of the services of the Bank to the Customer, and the progress of the negotiations as well as the information received from the other Party during the execution of the Agreement shall be confidential and shall not be disclosed to any other persons without consent of the other Party, except for the cases provided for in the laws of the Republic of Lithuania, in the Agreement and these General Rules as well as in the terms and conditions of the provision of services.
- 13.2. The Bank shall have the right to inform third persons if the Customer fails to execute or improperly executes the obligations provided for in the Agreement and/or in the terms and conditions for the provision of services.
- 13.3. The Bank shall also have the right to provide the information on the Customer, which is available to the Bank, to the companies of the group of the Company when the Customer addresses the companies of the Bank's group regarding the purchase of services or goods from these companies.
- 13.4. The Bank shall have the right to disclose confidential information to those persons who provide services to the Bank supplementing the financial services provided by the Bank if it is necessary to

disclose the confidential information due to the specifics of the provision of such services. In this case, the Bank will ensure that such third persons would undertake not disclose the confidential information.

- 13.5. The information on the Agreement, which falls under the following criteria, shall not be considered as confidential:
 - 13.5.1. was publicly accessible to the public at the moment of when it was received or became known;
 - 13.5.2. became publicly accessible or known not through the fault of the other Party;
 - 13.5.3. was received from a third person, who received that information without undertaking to maintain the confidentiality of the information;
 - 13.5.4. cannot be considered as confidential in accordance with the laws of the Republic of Lithuania;
 - 13.5.5. Is not considered as confidential in accordance with the written application of the Party that provided the information.

XIV. PROCESSING OF THE PERSONAL DATA OF THE CUSTOMER

- 14.1. When providing the services of the Bank, the Bank shall process the personal data of the Customer for the following purposes:
 - 14.1.1. to execute the obligations of the Bank provided for in the effective legal acts;
 - 14.1.2. to conclude and execute the Agreement with the Customer;
 - 14.1.3. to properly provide the services of the Bank to the Customer;
 - 14.1.4. to evaluate the solvency of the Customer, the risk of the execution of the obligations and/or to manage the indebtedness;
 - 14.1.5. for direct marketing purposes as well as in order to provide the Customer with information on the services offered by the Bank and the companies of the Bank's group;
 - 14.1.6. to protect and defend the affected rights and lawful interests of the Bank and/or the Customer;
 - 14.1.7. to inform the Customer about the execution of the Agreements concluded with the Bank and/or the companies of the Bank's group;
 - 14.1.8. for other purposes complying with the requirements of the legal acts of the Republic of Lithuania.
- 14.2. The Customer is aware that the Bank can transfer the personal data of the Customer to such third persons as follows:
 - 14.2.1. persons belonging to the group of the Bank in order to ensure the possibility to evaluate the solvency of the Customer, the risk of the execution of the obligations and/or to manage the indebtedness, and/or to inform the Customer about the execution of the Agreements concluded between the Customer and the companies of the Bank's group;
 - 14.2.2. persons directly related to the provision of the services of the Bank to the specific Customer, i.e. international payment card organisations; correspondent banks; companies processing information on settlements by payment cards; sureties or other persons securing the proper performance of the obligations of the Customer towards the Bank; printing and/or postal services providers if the provision of information to the latter is related to the printing and/or posting of notifications of the Bank to the Customer etc, in order to ensure the proper execution of the Agreements concluded with the Customer, provision of the services of the Bank and/or protection and defence of the affected rights and lawful interests of the Bank and/or the Customer;
 - 14.2.3. to the personal data processing entities selected by the Bank in order to ensure that lawful actions for the processing of the personal data of the Customer would be performed on behalf and/or under the instruction of the Bank;
 - 14.2.4. to third persons if the Customer infringes the terms and conditions of the Agreement concluded with the Bank; in this case, the data shall be transferred in order to ensure the protection and defence of the affected rights and lawful interests of the Bank, and only the information which is directly related to the infringement of the specific Agreement shall be provided;
 - 14.2.5. to other third persons if the data are transferred in accordance with the requirements of the legal acts of the Republic of Lithuania.
- 14.3. The Customer shall have the right, upon provision of the corresponding request in writing or in another manner agreed between the Bank and the Customer, to review his personal data processed by the Bank and to inquire for which purpose and in which manner such personal data are processed and to whom they are provided. The Customer shall also have the right to require that the Bank corrected any incorrect, incomprehensive, and inaccurate personal data of the Customer, destroy his personal data, or suspend the actions for the processing of the personal data, except for storage, which documents are processed without observation of the provisions of the laws of the Republic of Lithuania.

- 14.4. The Bank shall process the personal data of the Customer for direct marketing purposes if the Customer has given his consent for the purpose. The Customer, at any moment, shall have the right to disagree that the Bank would process his personal data for direct marketing purposes without indicating the motives for his disagreement.
- 14.5. The Customer shall express the agreement or disagreement regarding the processing of his personal data for direct marketing purposes in his request/application for the conclusion of the Agreement. Besides, the Customer shall be entitled to express his agreement or disagreement regarding the processing of his personal data for direct marketing purposes at any moment by providing the Bank with the corresponding notification in writing or in another manner acceptable to the Bank and the Customer, which allows the Bank to properly identify the Customer.
- 14.6. The personal data of the specific Customer shall be processed for direct marketing purposes as long as such Customer uses the services of the Bank, except for cases when the Customer expresses disagreement regarding the processing of his personal data for the aforementioned purposes. In the latter case, the Bank shall terminate the processing of the personal data of the Customer for direct marketing purposes from the day of receipt of the disagreement of the Customer in the Bank.
- 14.7. The Bank shall take all necessary, reasonable, and justified measures in order to ensure the protection of the personal data of the Customer and the lawfulness of the processing.