

## **FINORA BANK UAB GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES**

(Version No. 1, valid from 2025-10-01)

### **1. DEFINITIONS**

1.1. Terms used in this document have the meanings set out below:

1.1.1. Bank – Finora Bank UAB, legal entity code 305156796, registered office address Žalgirio 90-100, LT-09303, Vilnius, Republic of Lithuania, e-mail: info.lt@finorabank.eu, phone +37067212687 and Finora Bank UAB, branch in Estonia, legal entity code 16905996, registered office address Narva mnt. 5, 10117, Tallinn, Republic of Estonia, e-mail: info@finorabank.eu, phone +372 658 1300. By decision of the European Central Bank, the Bank holds a special purpose bank licence No. 9 issued by the Bank of Lithuania, granting the right to provide the financial services specified in its licence.

1.1.2. General Part – the general part of the Service Agreement, which sets out the general provisions for the provision of the Services.

1.1.3. General Terms – these Finora Bank UAB general terms and conditions for the provision of services.

1.1.4. Blocking – restriction, at the Client's instruction or at the Bank's initiative, of the Client's rights to perform all or part of the transactions in the Account and/or to credit funds to the Account.

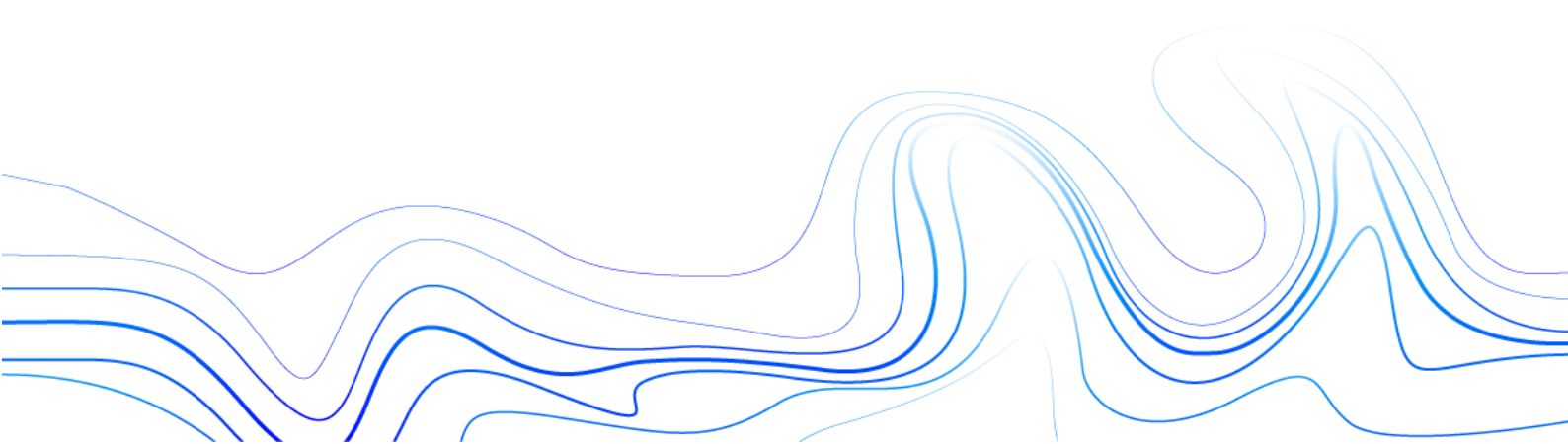
1.1.5. Business Day – a calendar day, except Saturday, Sunday and official public holidays and days off established in the legal acts of the Republic of Lithuania and of the Republic of Estonia (except in cases specified in the Service Agreement).

1.1.6. List of Prohibited Activities – prohibited activities, unacceptable jurisdictions and other requirements established by the Bank that the Bank applies to the Client during the business relationship.

1.1.7. Internet Bank – the Bank's electronic system that enables Clients to use the Services remotely in accordance with the Service Agreement concluded between the Client and the Bank.

1.1.8. Statement – a document prepared and provided by the Bank containing information about transactions carried out in the Account during a certain period.

1.1.9. Price List – the Bank's fees for Services and transactions approved by the Bank and published on the Website or fees agreed by the Parties separately, which form an integral part of the Service Agreement.



1.1.10. Client – a legal entity that uses, used or has expressed a desire to use the Services provided by the Bank, as well as a natural person who uses, used or has expressed a desire to use the Services provided by the Bank not for personal, family or consumer purposes.

1.1.11. Payment Rules – Finora Bank UAB Rules for the Provision of Payment Services published on the Website.

1.1.12. Beneficial Owner – a natural person who is the owner of the Client (a legal entity) or controls the Client and/or a natural person on whose behalf a transaction or activity is performed, and whose specific features are defined in legal acts.

1.1.13. Instruction – a payment order or any other lawful instruction related to funds in the Accounts or Services that the Client may submit to the Bank under the Service Agreement.

1.1.14. Services – financial or other services provided by the Bank to the Client that the Bank may provide under the laws of the Republic of Lithuania or the European Union.

1.1.15. Service Agreement – an agreement between the Bank and the Client for the provision of a Service, which includes these General Terms, the General and Special Parts, the Price List, other documents or service descriptions published on the Website applicable to the provision of the Services, the Privacy Policy, and all other agreements between the Bank and the Client regarding the provision of the Services.

1.1.16. ML/TF – money laundering and/or terrorist financing.

1.1.17. Privacy Policy – rules approved by the Bank governing the processing of personal data.

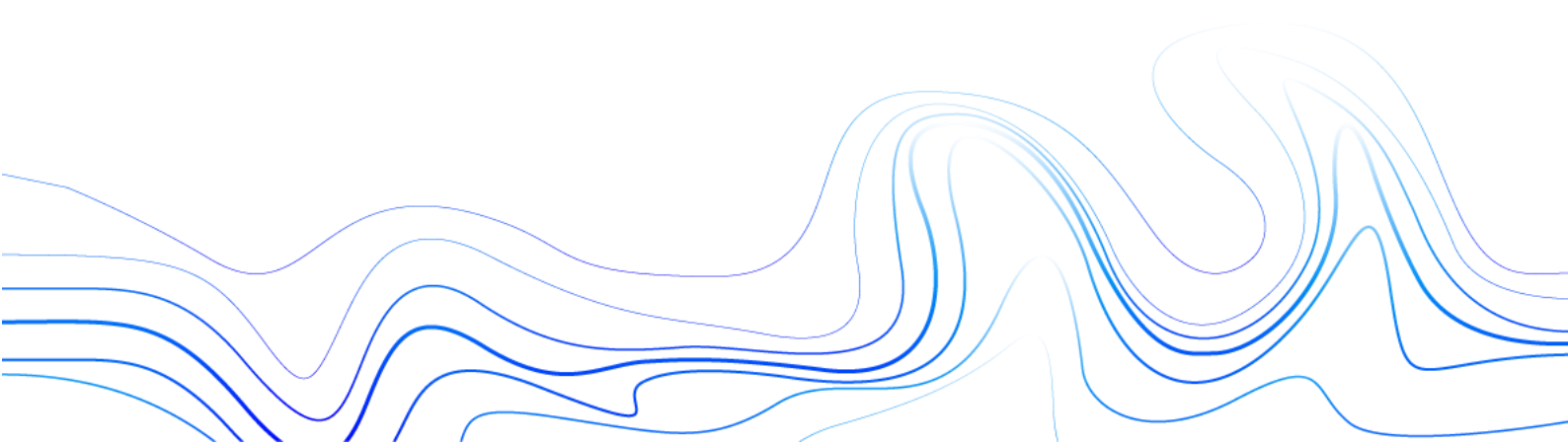
1.1.18. Sanctions – any trade, economic or financial sanctions, embargoes or other restrictive measures imposed, applied or administered by the United Nations Security Council, the European Union, the Government of the United States of America (including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC)), other countries, or institutions of such entities.

1.1.19. Account – an account opened at the Bank in the name of the Client used for executing Payment Transactions and holding funds.

1.1.20. Special Part – the special part of the Service Agreement, which sets out the terms and conditions for the provision of the Services agreed individually with the Client.

1.1.21. Party or Parties – the Bank and the Client together or each separately.

1.1.22. Means of Identity Confirmation – an electronic signature or other means acceptable to the Bank used to identify the Client or its representative, to confirm Instructions, and to sign Service Agreements. The Bank is not responsible for the operation, validity and use of means issued by third parties, and the Client and its representative must familiarise themselves with and comply with the rules and procedures for the use of such means set by the third party that issued the means.



1.1.23. Website – the Bank’s website available at [www.finorabank.eu](http://www.finorabank.eu).

## 2. GENERAL PROVISIONS

2.1. These General Terms apply to all mutual relations between the Bank and the Client, both before the Client concludes the Service Agreement with the Bank and when the Bank provides Services to the Client under specific Service Agreements concluded.

2.2. The General Terms, the General and Special Parts, the Price List and other documents or Service descriptions published by the Bank applicable to the provision of the Services, the Privacy Policy, and all other agreements between the Bank and the Client regarding the provision of the Services are an integral part of the Service Agreement. For the avoidance of doubt, when the term Service Agreement is used in these General Terms or in another document referred to in this clause, the relevant provision applies to all of the aforementioned parts of the Service Agreement, and if the name of a specific part is used – the relevant provision applies only to that specific part of the Service Agreement.

2.3. Clients are acquainted with the Service Agreement on the Website, at the Bank’s registered office or in other ways and must confirm the parts of the Service Agreement in the manner established by the Bank. At the Client’s request, the Bank issues copies of these documents.

2.4. Each provision of a part of the Service Agreement shall be interpreted together with other provisions of that document; however, if there are contradictions between provisions of different documents, the following hierarchy applies (documents are listed in order of precedence, the documents higher on the list take precedence over those below):

2.4.1. Special Part and its annexes;

2.4.2. Price List;

2.4.3. Other agreements between the Parties;

2.4.4. Privacy Policy;

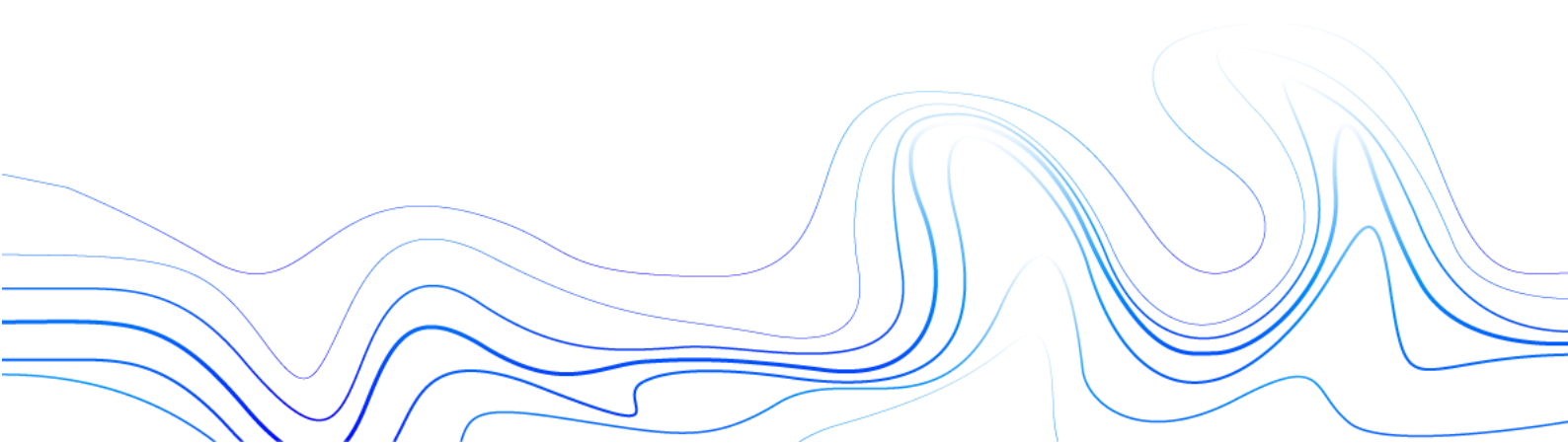
2.4.5. General Part (if applicable);

2.4.6. Payment Rules (if applicable);

2.4.7. General Terms;

2.4.8. Other documents or service descriptions published by the Bank applicable to the provision of the Services.

2.5. The invalidity of the provisions of one part of the Service Agreement shall not affect and shall not render invalid other provisions of the Service Agreement.



2.6. If the texts of the Service Agreement are drawn up in different languages and contradictions arise regarding the understanding and interpretation of texts in different languages, priority shall be given to the text drawn up in the official language of the country where the Service Agreement is concluded.

2.7. In addition to the Service Agreement, the relations between the Bank and the Client are also governed by the laws and other legal acts of the country where the Service Agreement is concluded.

### **3. CLIENT IDENTIFICATION AND COLLECTION OF OTHER INFORMATION**

3.1. The Bank concludes the Service Agreement and provides Services only to those Clients whose identity has been properly established in accordance with the procedure established by the General Terms, legal acts and the Bank's internal procedures. The identification of the Client also includes identification of its representative and Beneficial Owner.

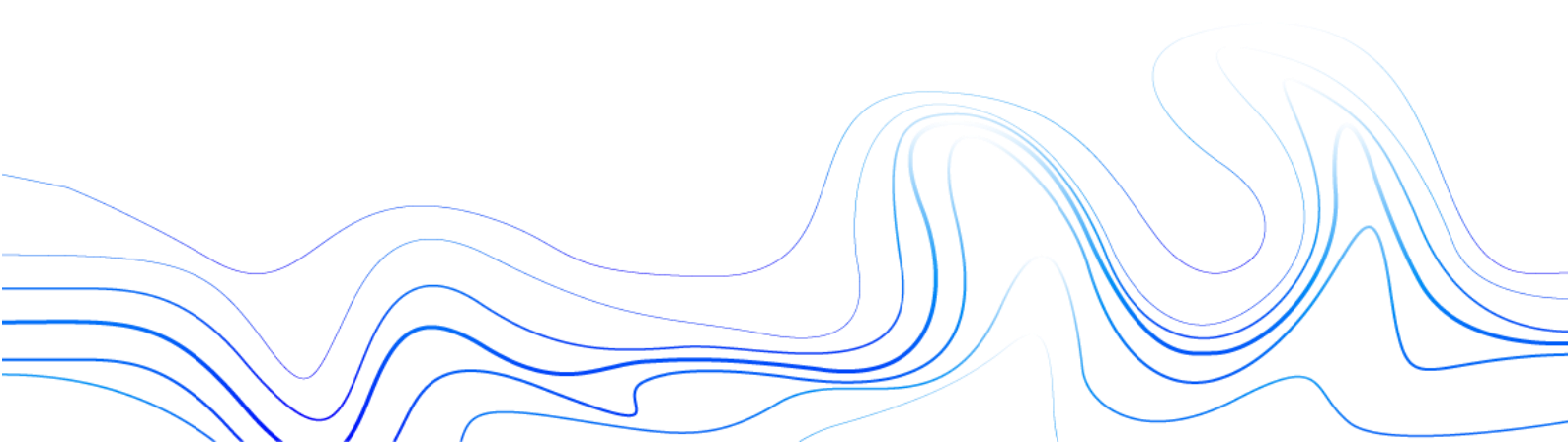
3.2. The Bank has the right to request that the Client provide any information (including, but not limited to, information about the country of permanent residence for tax purposes, address in that country, taxpayer number, etc.) and documents which, in the Bank's opinion, are necessary to identify the Client and/or to assess whether the Client is acceptable to the Bank. The Bank has the right to take other lawful measures to identify the Client.

3.3. The Bank also has the right to require the Client to provide documents and information confirming the lawful origin and acquisition grounds of the Client's funds as well as other assets, the purpose and intended nature of the Client's business relationship with the Bank, the nature of activities and ownership (shareholder) structure of the Client who is a legal entity, or other documents and information, insofar as necessary for the Bank to properly comply with legal requirements governing ML/TF prevention or other legal requirements.

3.4. Based on legal requirements and internal procedures, the Bank has the right to require that the Client's identification be performed repeatedly, to update the information collected during identification, or to take additional actions to identify the Client.

3.5. Documents must be submitted to the Bank in accordance with the form requirements set by the Bank, e.g., the Bank may require submission of original documents or notarised copies of documents; that copies be apostilled or legalised, or that other requirements be followed.

3.6. Documents submitted to the Bank must be prepared in Lithuanian, Estonian or another language specified by the Bank. If documents submitted to the Bank are prepared in a foreign language, the Bank has the right to require that they be translated into Lithuanian or another language specified by the Bank, the translation be signed by the translator and the authenticity of the translator's signature be certified by a notary. Having accepted documents prepared in a foreign language, the Bank has the right, if necessary, to arrange their translation into Lithuanian; in such case the Client shall reimburse the Bank for the expenses incurred.



3.7. All expenses for the preparation, delivery, certification and translation of the Client's documents submitted to the Bank shall be borne by the Client.

3.8. In order to protect its or the Client's interests, the Bank has the right to refuse to accept documents from Clients that are easily forged or documents lacking sufficient data to establish identity.

3.9. The Bank has the right to retain and store notarised copies of documents submitted by the Client, or, in cases specified by the Bank, the original documents submitted by the Client. If the Bank does not retain the originals or notarised copies, the Bank has the right to make and store copies of the Client's documents submitted to it.

3.10. The Bank has the right to verify the information provided by the Client to the Bank using public information sources as well as reliable and independent non-public information sources and other lawful means.

3.11. During the Client's identification and/or updating of the Client's data, the Bank may restrict the provision of the Services to the extent the Bank deems necessary.

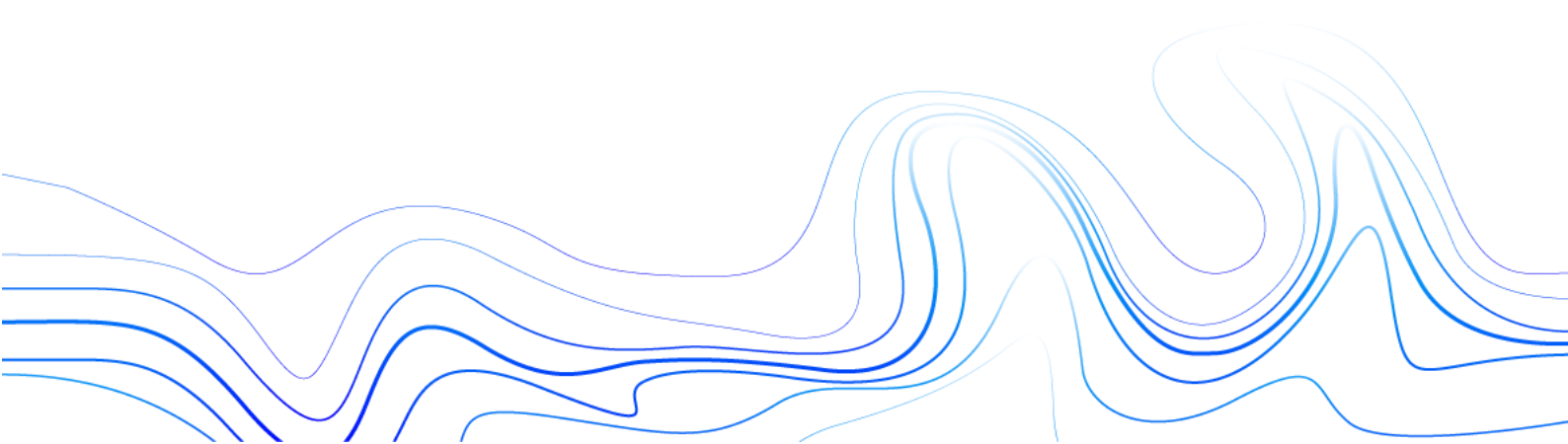
3.12. If the Client fails to comply with the obligations set out in this section, if the result of the Client's identification does not satisfy the Bank or does not meet legal requirements, if the Client fails, avoids or refuses to provide the Bank with requested documents or information, or provides incorrect or insufficient information, the Bank has the right to refuse to conclude a Service Agreement, may terminate it, refuse to fulfil the Client's request or Instruction or suspend the provision of Services. In such case, the Bank has the right to require the Client to compensate all direct and indirect losses incurred by the Bank due to improper performance of the Client's obligations.

#### **4. REPRESENTATION**

4.1. The Client may use the Services personally or through its lawful representative. For the avoidance of doubt, where the term Client is used in the Service Agreement, it is also meant to include its representative who may act on behalf of the Client.

4.2. The Client's representative may represent the Client in relations with the Bank if the representative presents a document confirming the powers granted to him/her (agreement, procuration, power of attorney, etc.). The document confirming the powers must be in a form and content acceptable to the Bank and meet the requirements set out in the laws of the Republic of Lithuania, the laws of the Republic of Estonia and other legal acts for the form and content of such documents (e.g., the Bank has the right to require that the document be notarised or similarly certified).

4.3. The Bank has the right to require that a Client who is a natural person perform actions personally, and that a Client who is a legal entity perform actions through representatives acting by virtue of law



(managers). In such case, the Bank may refuse to execute requests or Instructions submitted by the Client's representative until they are submitted by the person indicated by the Bank. Such a requirement may be presented for important reasons to protect the legitimate interests of the Client or the Bank (e.g., when the Bank provides an Account Statement).

4.4. If the Client revokes the powers of its representative (e.g., revokes a power of attorney before its expiry, dismisses the manager of a legal entity, etc.), the Client must immediately inform the Bank thereof in writing and, if necessary, indicate a new representative and submit documents confirming the representative's powers. All requests or Instructions submitted by the Client's representative to the Bank, documents concluded or other actions performed until the date of receipt of the Client's notice referred to in this clause shall be deemed to have been submitted/performed by a duly authorised person of the Client.

4.5. In order to protect the legitimate interests of the Client or the Bank, the Bank has the right to temporarily refrain from executing the Client's or representative's requests or Instructions until the documents confirming the representative's powers are verified or until documents confirming the powers of a new representative are submitted.

4.6. The Bank may require that the Client additionally confirm a request or Instruction submitted by its representative if, in the Bank's opinion, such confirmation is necessary, and to suspend an operation initiated by the representative until such confirmation is received. The Bank shall not be liable if it exercises or does not exercise its rights under this clause.

## 5. SIGNATURES

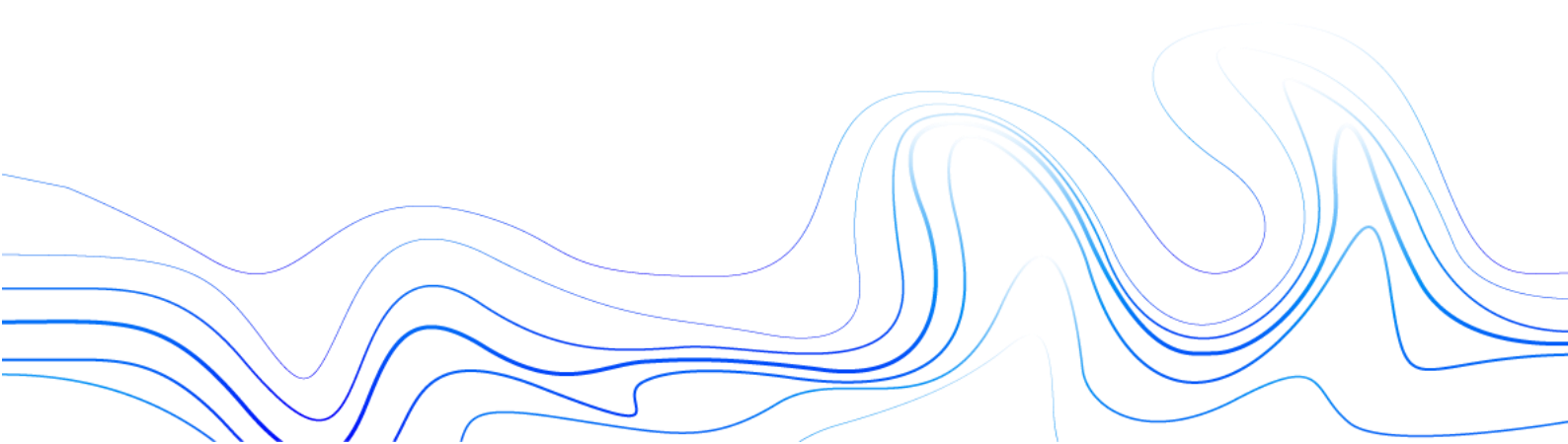
5.1. Unless the Parties agree otherwise, the Special Part concluded on behalf of the Client, the parts of the Service Agreement indicated by the Bank, and the written Instructions, requests and other documents submitted by the Client to the Bank (collectively, the Documents) must be signed by the Client.

5.2. The Bank has the right to require that the Client sign the Documents at the Bank's registered office or, if the Documents are concluded outside the Bank's registered office, that the Client's signature be certified by a notary.

5.3. Documents may also be authenticated by Means of Identity Confirmation. Documents and Instructions authenticated by Means of Identity Confirmation shall have the same legal force as documents signed by hand and shall be considered an admissible and lawful means of evidence in resolving disputes between the Bank and the Client in courts and other institutions.

## 6. COMMUNICATION

6.1. Provision of the Bank's notices and other information to the Client.





6.1.1. The Bank delivers to the Client the notices and other information specified in the Service Agreement at the Bank's registered office, via the Internet Bank or publishes them on the Website. Where necessary, the Bank may also use mass media.

6.1.2. The Bank may also deliver notices to the Client in person (against signature) or send them using postal services or other telecommunications terminal equipment or provide information by other means – orally or by electronic means of communication, for example, by sending notices by email or in the Internet Bank.

6.1.3. When concluding the Service Agreement, the Client must provide the Bank with its correspondence address. This address provided by the Client shall be deemed correct and the Bank shall have the right to send all information to the Client at this address until the Client notifies the Bank in writing or in another manner acceptable to the Bank about a change of address. The Bank has the right to require the Client to provide documents confirming the change of address.

6.1.4. It shall be deemed that the Client has received the Bank's notices:

6.1.4.1. when sending a notice by post – after 5 (five) calendar days from dispatch;

6.1.4.2. when sending a notice by telecommunications terminal equipment – on the day of dispatch if it was sent on a Business Day by 5 p.m., or on the next nearest Business Day if sent on a Business Day after 5 p.m. or on a non-Business Day;

6.1.4.3. when sending a notice by email – on the next Business Day after dispatch;

6.1.4.4. when delivering a notice against signature – on the day the Client receives the notice and signs for it;

6.1.4.5. when a notice is delivered orally (including by phone) – at the moment it is spoken;

6.1.4.6. when the notice is published in the Internet Bank or on the Website – on the day of publication;

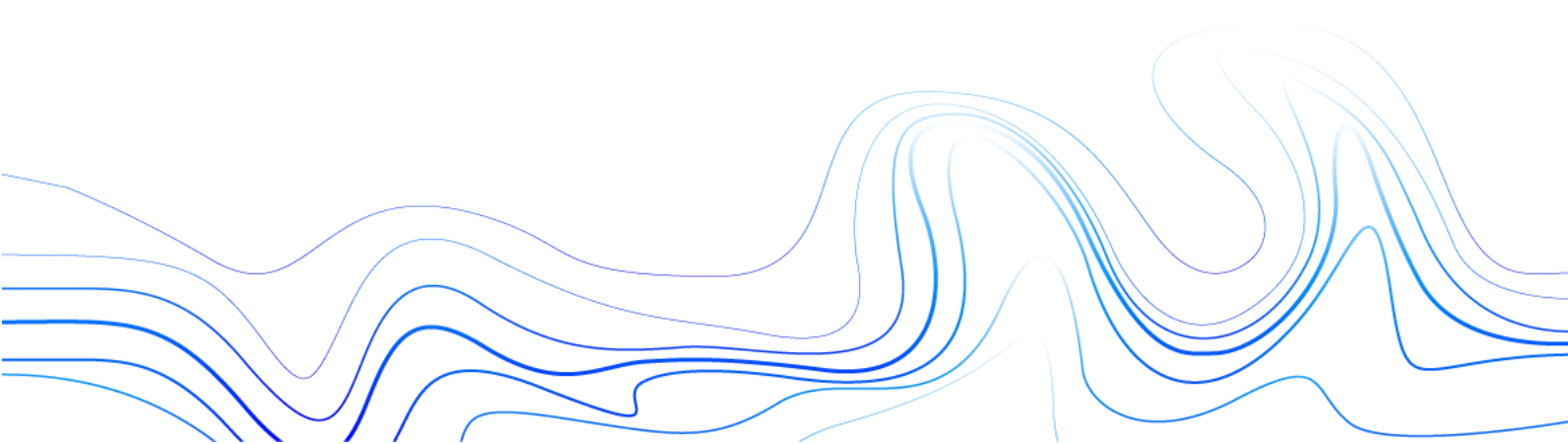
6.1.4.7. when the notice is published in the mass media – on the day of publication.

6.1.5. Notices sent to the Client shall be deemed received within the time limits set out in clauses 6.1.4.1–6.1.4.3 if the notices are sent to the latest contact details of the Client known to the Bank.

6.1.6. Information about transactions carried out in the Client's Account and about the Client's Instructions executed by the Bank is provided to the Client in the Account Statement, which may be provided to the Client:

6.1.6.1. by visiting the Bank's registered office;

6.1.6.2. in the Internet Bank;



6.1.6.3. by other means specified in the Service Agreements.

6.1.7. The Client must:

6.1.7.1. immediately inform the Bank if the Client has not received notices or information from the Bank that it should have received from the Bank;

6.1.7.2. check the information received from the Bank and, upon noticing errors or inaccuracies, inform the Bank thereof.

6.1.8. All Bank notices and information are provided to the Client in the language in which the Service Agreement is concluded, except where otherwise agreed with the Client.

6.2. Provision of the Client's notices and other information to the Bank.

6.2.1. The Client submits notices and other information to the Bank in writing, i.e., via the Internet Bank, physically at the Bank's registered office, by electronic means of communication – to the email address indicated by the Bank, by phone, or in another manner agreed with the Bank.

6.2.2. The Client must immediately inform the Bank about any changes in the Client's data, documents or circumstances that were provided or indicated to the Bank (e.g., changes in the Client's address, other contact details, first name, surname, signature, name, incorporation documents (e.g., articles of association, etc.), representatives or other persons authorised to dispose of the funds in the Account, changes affecting the accuracy of the confirmations and statements recorded in the Service Agreement, etc.).

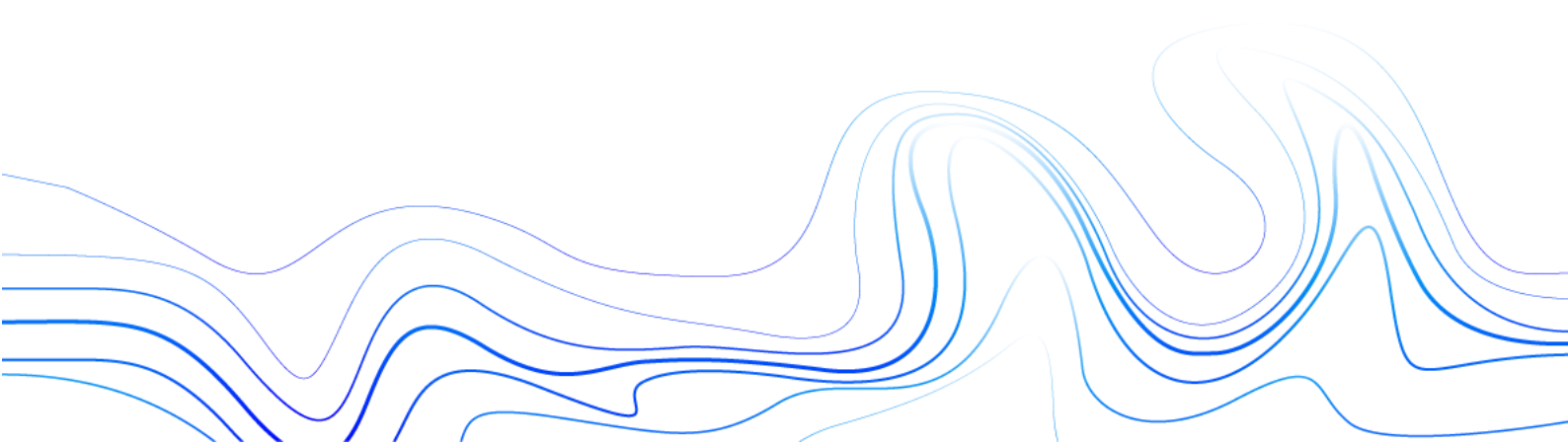
6.2.3. The Client must also immediately inform the Bank about any circumstances significant for the performance of the Service Agreement and provide supporting documents, regardless of the fact that this information has been provided to public registers, including, but not limited to, the initiation and opening of the Client's bankruptcy or restructuring proceedings, liquidation, reorganisation, transformation, etc. The Bank shall not be liable for the Client's losses arising from the Client's improper performance of the obligations provided in this clause.

6.2.4. The Client must also immediately inform the Bank about theft or loss in another way of the Client's Means of Identity Confirmation, as well as facts and suspicions that third parties have learned or may learn the content of the Client's Means of Identity Confirmation or may use them.

## **7. FEES TO THE BANK**

7.1. The Client must pay the Bank the fees specified in the Price List, the Service Agreement or a separate agreement between the Bank and the Client, valid at the time the respective Service is provided by the Bank.

7.2. The Client must also cover additional expenses incurred by the Bank in connection with the provision of the Services if:





7.2.1. the Bank incurred expenses arising directly from the execution of the Client's requests or Instructions or from the provision of Services to the Client;

7.2.2. additional obligations arise for the Bank under legal requirements, including, but not limited to, the obligation to provide information about the Client, the Services provided to the Client, etc., and the Bank incurs expenses for the performance of these obligations.

7.3. If the Client fails to properly fulfil its obligations to the Bank within the time limits set in the Service Agreement, the Client must pay the Bank default charges (penalties or late-payment interest) or interest in the amount specified in the Price List, another part of the Service Agreement, a separate agreement between the Bank and the Client, or in the legal acts of the Republic of Lithuania or the Republic of Estonia.

7.4. In the event of the Client's (a natural person's) death, all fees to the Bank shall be calculated for the period up to the date of the Client's death. The calculation of fees is resumed from the moment of the notice of acceptance of inheritance.

## **8. PAYMENT OF FEES**

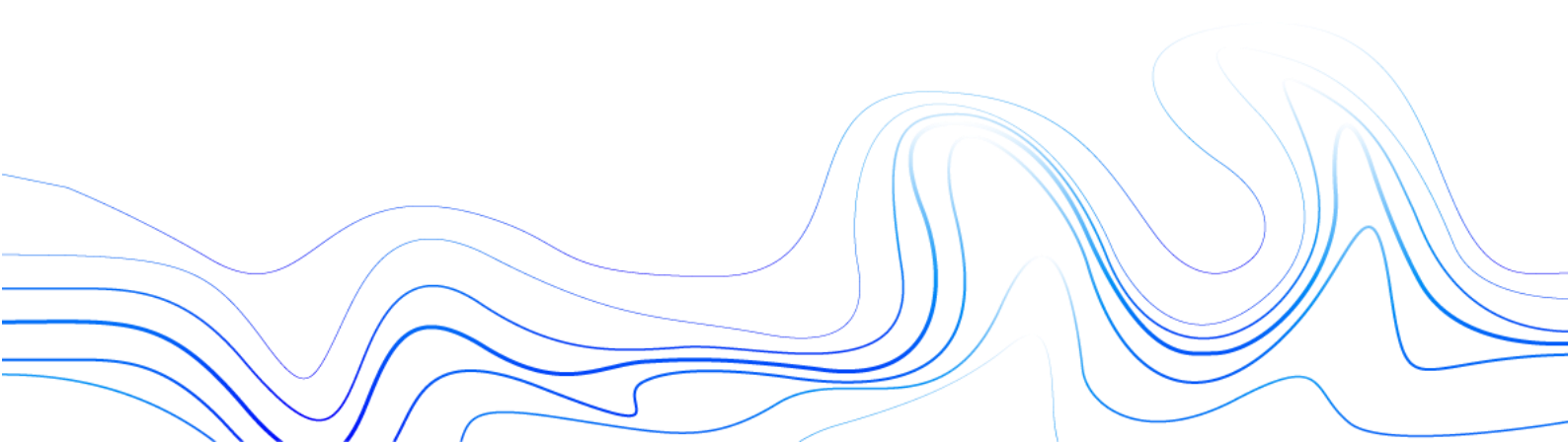
8.1. The Bank debits fees or other amounts payable by the Client to the Bank from the Client's Account indicated in the Service Agreement unless otherwise provided in the Service Agreement or the Bank indicates another procedure for payment of fees to the Client.

8.2. If there are insufficient funds in the Account indicated in the Service Agreement or the Service Agreement does not specify an Account from which the Bank may debit the Client's payable amounts, the Bank has the right to debit the payable amounts from all other Accounts of the Client held at the Bank, and in cases where the Client has several Accounts with the Bank, the Bank has the right, at its own discretion, to choose from which Account and in what parts to debit the amounts payable by the Client. The Bank also has the right to require that the Client pay the amounts payable in another manner indicated by the Bank.

8.3. If on the due date of the amounts payable by the Client there are insufficient funds in the Client's Accounts to pay all amounts payable to the Bank, the Bank shall indicate in the Client's Account the amount of the Client's debt to the Bank. The Bank also has the right, but not the obligation, to refuse to provide Services or to debit the amounts payable by the Client in parts later each time funds are credited to the Client's Accounts. Such later debiting shall not automatically extend the payment deadlines set for the Client and shall not eliminate liability for delays.

8.4. Information about payment of fees to the Bank and other amounts payable by the Client is provided to the Client in the Statement.

## **9. INTEREST**



9.1. The Bank calculates interest payable to the Client or payable by the Client to the Bank in accordance with the annual interest rate specified in the Price List, except where otherwise provided in the Service Agreement or legal acts.

9.2. Interest is calculated on the Client's debt/amount in the Account assuming that a year has 360 days and a month has the calendar number of days (unless otherwise specified in the Service Agreement), starting from the first day of indebtedness and counting until the day of full repayment, unless the Parties have agreed otherwise in separate Service Agreements.

9.3. The Bank debits interest from the Account in accordance with the procedure set out in Section 8 of the General Terms, unless a different procedure for calculation and payment of interest is provided in the Price List or the Service Agreement.

9.4. Interest calculated for the Client is paid at the end of each calendar month into the Client's Account, unless otherwise specified in the Service Agreement and/or the Price List. If the Client terminates the Service Agreement, interest is paid on the day of termination of the Service Agreement. The Service Agreement may specify a different procedure for the payment of interest, which shall take precedence over that specified in these General Terms.

9.5. The Bank has the right to unilaterally change the annual interest rate in accordance with the procedure provided in the General Terms, except where a different procedure for changing the interest rate is provided in the Service Agreement.

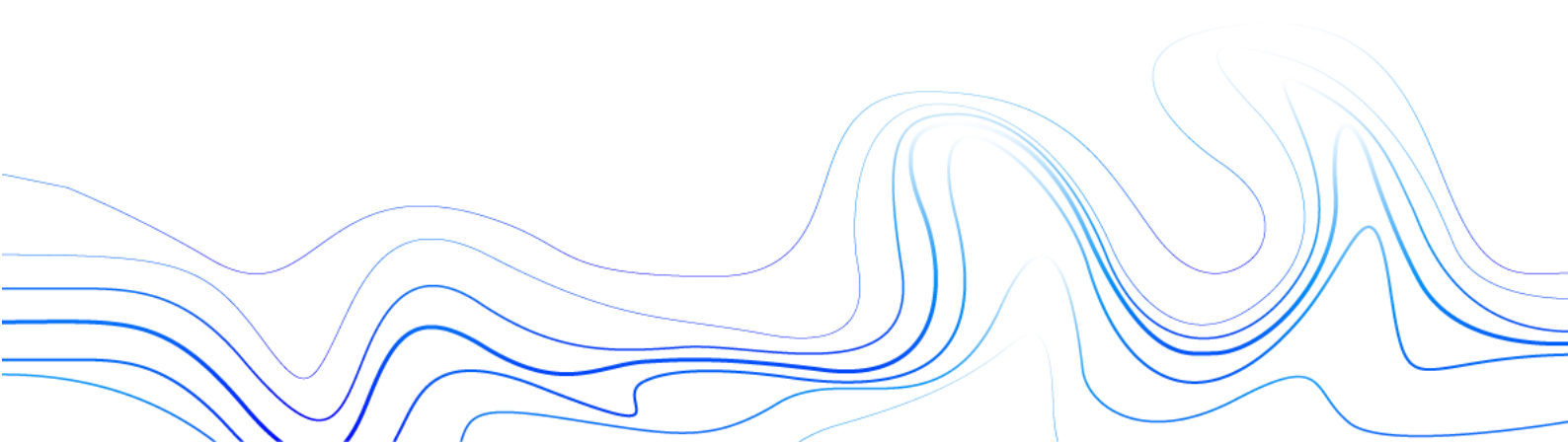
9.6. In the event of the Client's (a natural person's) death, interest is calculated for the period up to the date of death. The calculation of interest is resumed from the moment of the notice of acceptance of inheritance.

9.7. If the Bank blocks the Account or restricts the provision of Services, the Bank has the right to suspend the calculation of interest payable by the Bank: no interest shall be paid to the Client for the period of Account blocking or Service restriction. The Bank also has the right not to pay interest to the Client for the entire validity period of the Service Agreement if the Service Agreement with the Client is terminated for important reasons as provided in Section 11 of the General Terms.

## **10. DISPOSITION OF ACCOUNTS AND INSTRUCTIONS**

10.1. The Client submits Instructions to the Bank and disposes of Accounts in the ways provided in the Service Agreement. The Special Part may set restrictions on the disposition of the Account or on Services related to the Account.

10.2. A limited-use Account may be opened for a Client who does not have an Account with the Bank, which is intended only for servicing a specific Service, is opened upon conclusion of a specific Service Agreement and is closed upon expiry of that Service Agreement. The specific functionalities of a limited-use Account are indicated in the specific Service Agreement.



10.3. Funds in the Account may be held only in euros.

10.4. Funds held in the Account are covered by deposit insurance as established by legal requirements, except for deposits of other credit and financial institutions, management companies and other entities whose deposits are not insured under legal requirements. The terms of deposit insurance are provided on the Website and are deemed to be an integral part of the Service Agreement. Information on whether the funds held in the Client's Account are covered by deposit insurance is provided in the Special Part of the Service Agreement regarding the Account. The information in the Special Part is provided based on the facts existing on the day of conclusion of the Service Agreement; therefore, if during the validity of the Service Agreement there arise grounds for the funds held in the Client's Account not to be insured, the funds shall no longer be insured as of the date when such grounds arise.

10.5. The Bank executes the Client's Instructions within the time limits set in legal acts or the Service Agreement.

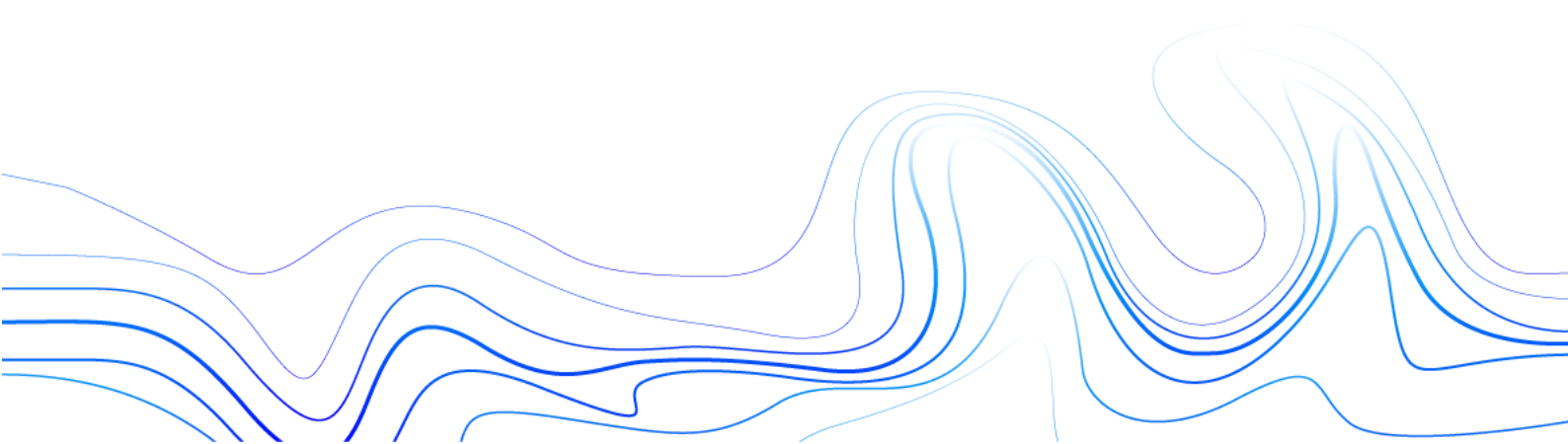
10.6. Before executing an Instruction, the Bank has the right to ascertain the Client's right to use the Services and to identify whether the Services are being used by the Client or its representative. The Client or its representative seeking to use the Services must perform the identity confirmation procedures established by the Bank (e.g., present to the Bank documents confirming their identity, use Means of Identity Confirmation, etc.).

10.7. The Bank has the right to refuse to execute a submitted Instruction if it has reasonable doubts that the Instruction was not submitted by the Client or its representative, the Instruction is inaccurate, or if the circumstances specified in Section 11 of the General Terms are identified. The Bank shall not be liable for losses that may arise due to refusal to execute the Instruction submitted.

10.8. The Client must ensure that there are sufficient funds in its Account to execute the Client's Instruction and to pay fees to the Bank. If at the moment of submission of the Instruction there are insufficient funds in the Account, the Bank has the right to refuse to execute the Instruction submitted by the Client, except in cases where the Parties agree otherwise.

10.9. If a negative balance forms in the Account, the Client must, regardless of the reason for the negative balance, immediately cover the debt. The Client shall pay, for the amount of the debt, interest specified in the Price List, the Service Agreement or legal acts for each day. The obligation to immediately cover the amount exceeding the Account balance remains irrespective of whether the Client pays such interest.

10.10. The Bank shall not be liable for errors, inconsistencies, duplications or contradictions in the Instructions submitted by the Client. The Bank executes Instructions according to the data provided by the Client.



10.11. The Client has the right to cancel an Instruction submitted to the Bank only if the Bank has not yet executed such Instruction or has not assumed obligations towards third parties related to the execution of the Client's Instruction to be cancelled, as well as in other cases specified in the Service Agreement.

10.12. Before executing the Client's Instruction, the Bank has the right to require the Client to submit documents proving the lawful origin and acquisition grounds of funds and other assets related to the execution of the Instruction. Until the Client submits the requested documents, the Instruction shall be deemed not submitted. If the Client fails to submit such documents or other requested information, the Bank has the right to refuse to execute the Instruction.

10.13. The Bank has the right to refuse to accept an Instruction or to suspend or terminate the execution of an Instruction submitted by the Client if required by the legal acts of the Republic of Lithuania or other legal acts binding on the Bank, or if necessary due to other reasons independent of and beyond the Bank's control.

10.14. Information about the execution of the Client's Instructions and funds received in the Account is provided in the Statement.

10.15. The Client must immediately inform the Bank when it becomes aware of amounts of funds or other assets received into the Account or otherwise without grounds and/or by mistake, or when it becomes aware of incorrectly executed transactions in the Accounts and/or incorrect entries in the Accounts.

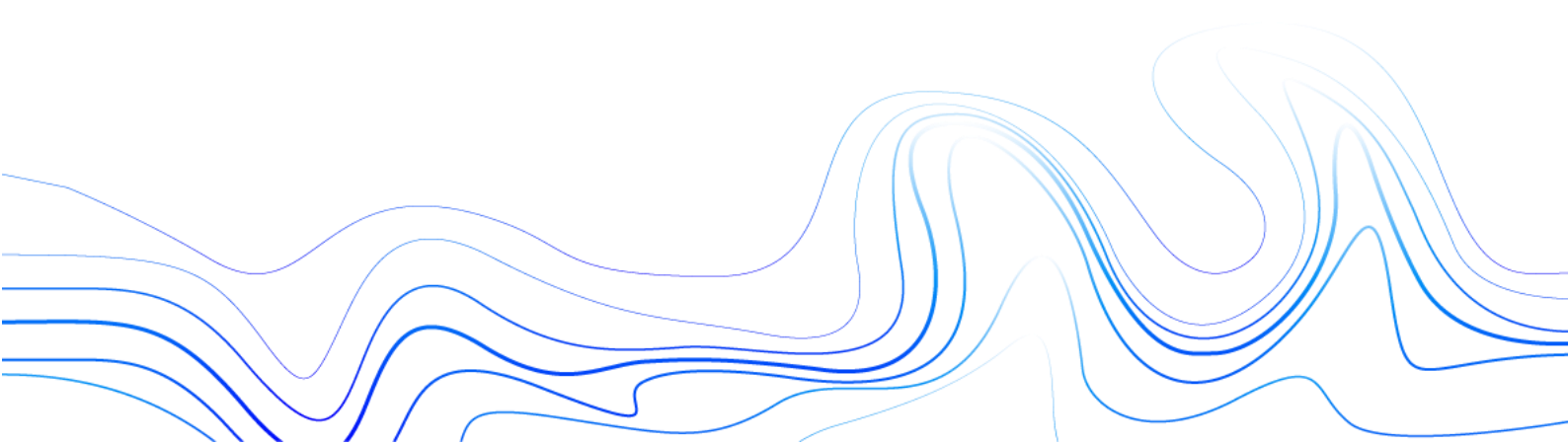
10.16. The Client must return to the Bank amounts of funds and/or other assets received into the Account or otherwise without grounds and/or by mistake. The Bank has the right, without the Client's separate consent, to debit from the Client's Accounts amounts of funds or other assets received without grounds and/or by mistake. The Client has no right to dispose of funds or assets transferred by mistake that do not belong to it.

10.17. If, during the provision of Services, incorrect entries are made in the Client's Accounts by mistake, the Bank has the right, without the Client's separate consent, to correct such entries.

## **11. CIRCUMSTANCES IMPORTANT FOR CONCLUSION, PERFORMANCE OR TERMINATION OF THE SERVICE AGREEMENT**

11.1. When deciding on the conclusion of a Service Agreement with the Client, its performance or termination, the Bank shall take into account whether the Client:

11.1.1. provides incorrect or insufficient information in the documents submitted to the Bank, hides documents or information, submits documents raising doubts as to their authenticity, or the documents or information provided do not meet the requirements of legal acts or those set by the Bank;



11.1.2. fails to provide, fails to update in time, avoids or refuses to provide data or documents necessary to identify the Client or to determine the ownership (shareholder) structure of the Client who is a legal entity, or uses legal entities that in reality do not carry out any activities;

11.1.3. fails to provide documents or information updates affecting the performance of the Service Agreement or fails to inform the Bank about new circumstances that have or may have a negative impact on the proper performance of the Client's obligations to the Bank;

11.1.4. fails to provide sufficient evidence or documents substantiating the lawful origin and acquisition grounds of funds or other assets or transactions performed (being performed) in the Account, or avoids or refuses to provide such evidence or documents, or there are other circumstances that raise reasonable suspicions under the Bank's ML/TF prevention requirements;

11.1.5. has violated its obligations assumed under Service Agreements or agreements concluded with the Bank;

11.1.6. by unlawful actions has caused losses to the Bank or created a real possibility of such losses, or has damaged the Bank's reputation;

11.1.7. performs an act which, in the Bank's opinion, may be related to increased ML/TF risk;

11.1.8. in the Bank's opinion, may use the Account for ML/TF or other criminal activity;

11.1.9. has been prosecuted or convicted for crimes or criminal offences or may be associated with criminal activity or criminal organisations;

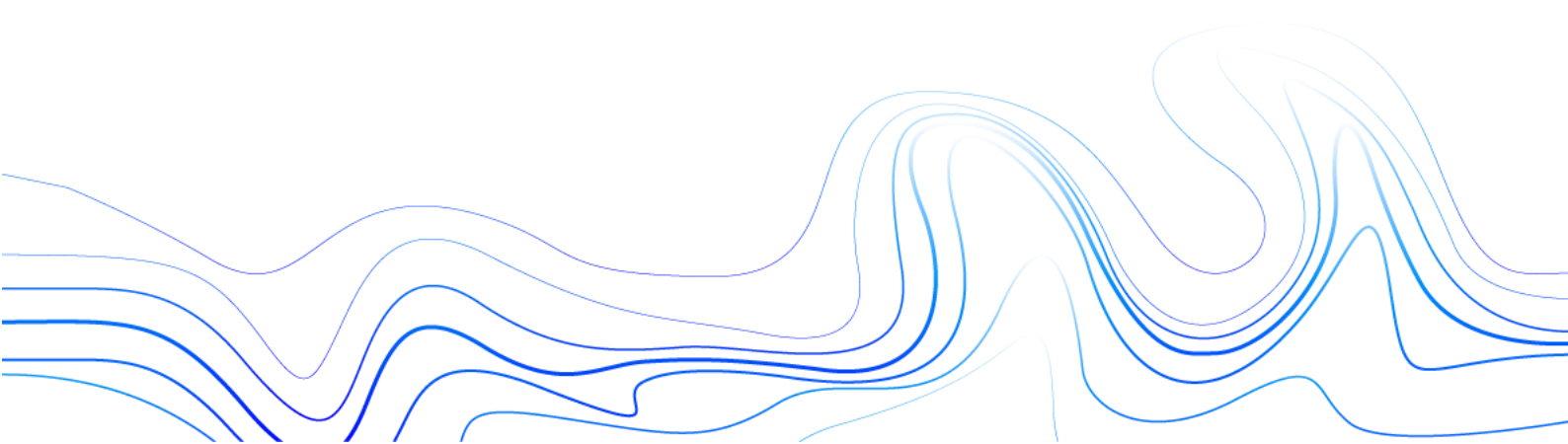
11.1.10. possibly carries out activities without the necessary licences or other permits (e.g., organising gambling, providing payment services without the required permit/licence, etc.);

11.1.11. is included in a list of persons suspected of local or international terrorism or terrorist financing;

11.1.12. is a person subject to Sanctions for any reason, or permanently resides in a country subject to Sanctions, or has registered its registered office in such a country, or has its principal place of business in such a country, or such a person is the Client's representative or Beneficial Owner;

11.1.13. is a person that has registered its registered office in a targeted territory as defined in the Law on Corporate Income Tax of the Republic of Lithuania or in a low-tax territory or a jurisdiction not considered cooperative for tax purposes as defined in the Corporate Income Tax Act of the Republic of Estonia;

11.1.14. is a person who permanently resides in a country that is not a member of the Financial Action Task Force (FATF) or of an international organisation having FATF observer status and combating ML/TF, or has registered its registered office in such a country, or carries out activities in such a country;



11.1.15. carries out (plans to carry out) activities that fall within the List of Prohibited Activities established by the Bank. At the Client's request, the Bank provides the Client with the List of Prohibited Activities.

11.1.16. itself or its counterparties carry out (plan to carry out) activities that may be unacceptable to the Bank's partners, correspondent banks or payment system operators employed by the Bank to provide Services to the Client;

11.1.17. uses Accounts for transit purposes or for purposes other than those indicated to the Bank;

11.1.18. allows third parties to use its Accounts;

11.1.19. when transferring funds, fails to provide, avoids or refuses to provide the Bank with information about payers or payees of funds as provided in legal acts;

11.1.20. fails to provide documents requested by the Bank necessary to assess the Client's acceptability and to determine the activities carried out or to substantiate a payment transaction.

11.2. The Bank may also consider other circumstances not mentioned in clause 11.1 as important if they allow a reasonable assumption that, upon conclusion of the Service Agreement or during its performance, the legitimate interests of the Bank, its clients or the public would be violated.

## **12. CONCLUSION AND AMENDMENT OF THE SERVICE AGREEMENT**

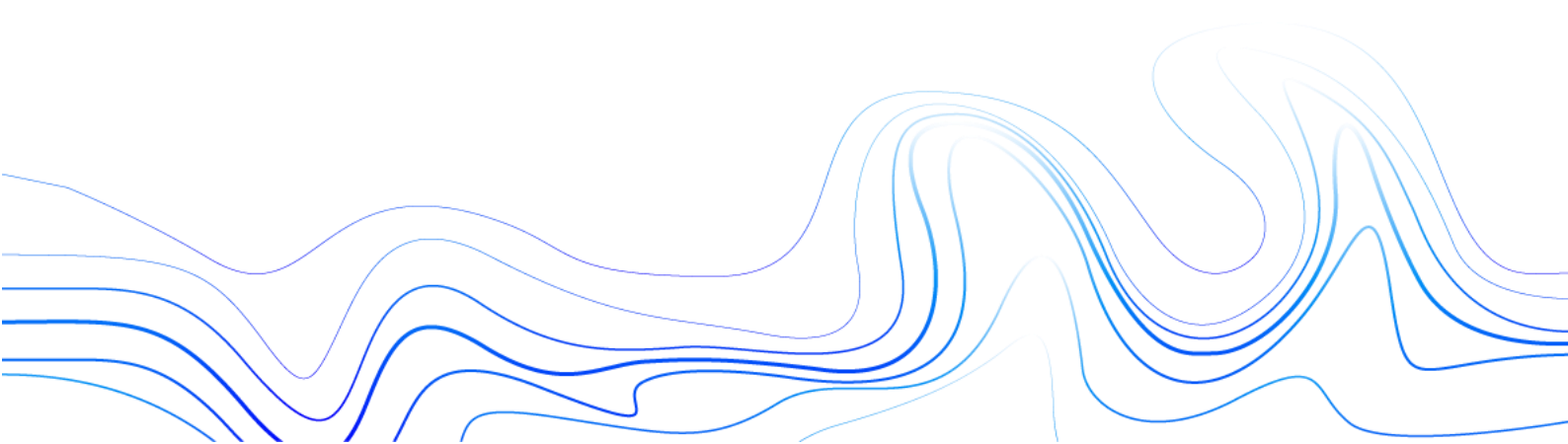
12.1. A Service Agreement with the Client is concluded when the Bank and the Client agree on the Special Part and the Client confirms the Special Part and other parts of the Service Agreement in the manner established by the Bank. The Service Agreement is valid for an indefinite period unless otherwise provided in the Service Agreement.

12.2. The Bank has the right to choose with which persons to conclude a Service Agreement and has the right to refuse to conclude it, except where otherwise provided in applicable legal acts. When deciding on the conclusion of a Service Agreement, the Bank is guided by the important circumstances set out in Section 11 of the General Terms.

12.3. The Bank has the right, in accordance with the procedure established in the General Terms, to unilaterally change any conditions of the Service Agreement.

12.4. The Bank informs the Client about changes to the Service Agreement no later than 30 (thirty) calendar days before the effective date of such changes, except for the case specified in clause 12.6 and cases where legal acts or the Service Agreement provide otherwise.

12.5. If the Client does not agree with the changes to the Service Agreement, the Client has the right to terminate the Service Agreement directly related to such changes. The Client must immediately inform the Bank in writing about the termination of the Service Agreement before the effective date of such changes.





12.6. For important reasons, the Bank has the right to change the terms of the Service Agreement and other documents without following the time limits set in the General Terms. In such cases, the Bank shall immediately inform the Client about the changes. Upon learning about the changes, the Client has the right to immediately terminate the Service Agreement. The Client must immediately inform the Bank in writing about the termination of the Service Agreement.

12.7. Notices indicated in this section must be provided in accordance with the procedure for provision of notices set out in Section 6 of the General Terms.

12.8. If the Client does not exercise its right to terminate the Service Agreement in the manner specified in clauses 12.5 or 12.6, it shall be deemed to have agreed to the changes. Upon the Client's agreement to the changes, the Client shall not later have the right to express disagreement to the Bank or to make claims regarding the content of such changes.

12.9. The Client has no right, without the Bank's written consent, to transfer its rights and obligations under the Service Agreement to a third party.

## **13. SERVICE LIMITATIONS**

13.1. Blocking of an Account and restriction of Services.

13.1.1. An Account may be blocked at the Client's Instruction, as well as when the Client informs or when it otherwise becomes known to the Bank that the Means of Identity Confirmation that enable disposition of the assets in the Account have been stolen, lost or that third parties have learned or may have learned their content by other means.

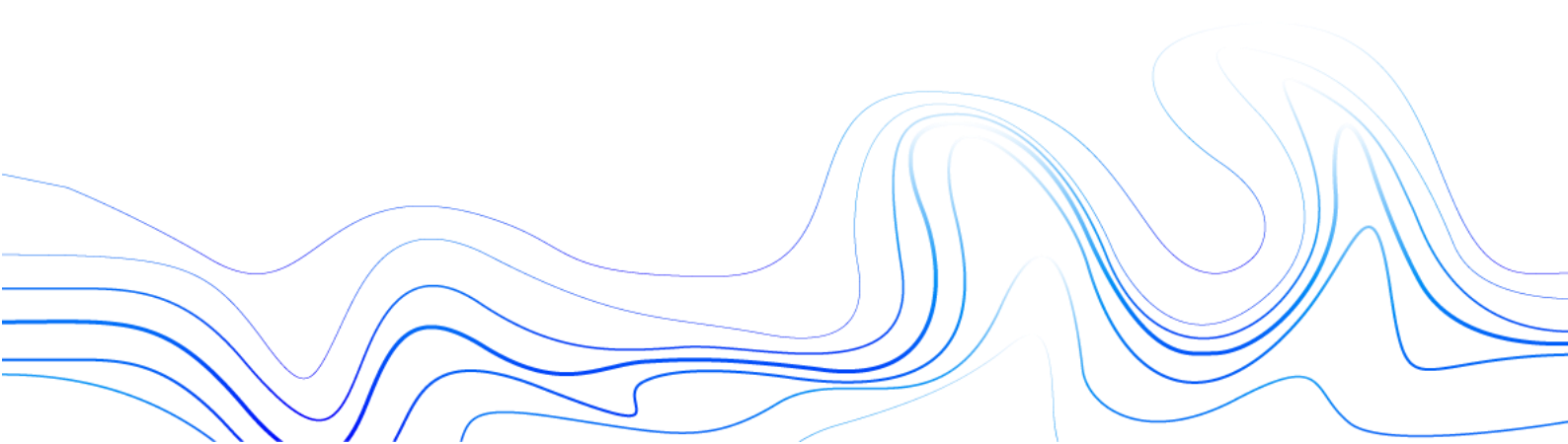
13.1.2. The Bank has the right to require that an Instruction to Block an Account submitted orally by the Client be later confirmed in writing or in another manner acceptable to the Bank. If the Client's Instruction to Block an Account is submitted orally to the Bank, the Bank, in order to identify the person submitting such Instruction, has the right to ask questions about the Client's data known to the Bank.

13.1.3. The Client submitting an Instruction to Block an Account must enable the Bank to properly identify it, i.e., to determine whether the Instruction is submitted by the Client. The Bank has the right to refuse to Block the Account if it cannot identify the Client. In such cases, the Bank shall not be liable for losses that may arise due to non-execution of the Instruction to Block the Account.

13.1.4. The Bank has the right to Block the Account or restrict the provision of Services or refuse to execute a specific Instruction without the Client's Instruction if:

13.1.4.1. the circumstances specified in Section 11 of the General Terms become known to the Bank;

13.1.4.2. conflicting information is provided to the Bank about the persons authorised to dispose of funds or other assets in the Client's Account;



13.1.4.3. the Bank has reasonable suspicions regarding the security of the funds in the Account or the Means of Identity Confirmation, or regarding unauthorised or dishonest use of the funds in the Account;

13.1.4.4. Means of Identity Confirmation have been used incorrectly several times;

13.1.4.5. the Client's Account is seized or a restriction on disposition of the Client's funds in the Account or another restriction on the use of funds or assets in the Account is applied;

13.1.4.6. the Bank is provided with information supported by evidence about the Client's death;

13.1.4.7. the Client does not comply with the Service Agreement;

13.1.4.8. there are other grounds provided in legal acts granting the Bank such a right or obliging it to do so.

13.1.5. The Bank removes the Blocking of the Client's Account or the restriction of Services immediately after the circumstances on the basis of which the Account was Blocked or Services were restricted disappear and, if the Blocking was at the Client's initiative, after the Bank receives the Client's relevant written request (unless otherwise agreed).

13.1.6. In the event of the Client's death, the Bank removes the Blocking of the Account or the restriction of Services after the Client's heirs submit to the Bank, in accordance with legal requirements, documents relating to inheritance of funds or other assets held at the Bank.

13.1.7. The Bank shall not be liable for losses of the Client or third parties incurred due to Blocking of the Account, restriction of Services or refusal to execute an Instruction.

13.2. Suspension of a transaction or deal.

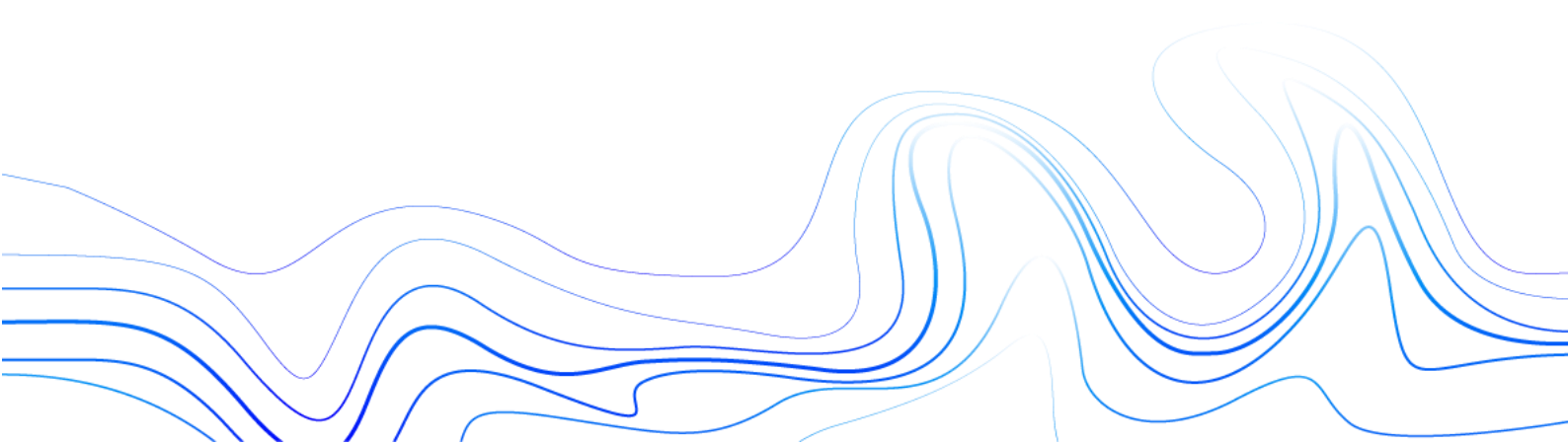
13.2.1. In order to properly comply with the requirements of legal acts governing ML/TF prevention or instructions of the competent state authorities, the Bank has the right to suspend a suspicious or unusual transaction or deal for the time limit set in legal acts. In such case, the Bank shall not be liable to the Client for non-performance of contractual obligations or any damage or loss incurred by the Client.

## **14. TERMINATION OF THE SERVICE AGREEMENT**

14.1. The Bank has the right to terminate the Service Agreement with the Client when such an obligation is established in legal acts.

14.2. The Bank also has the right to immediately terminate the Service Agreement with the Client for important reasons as provided in Section 11 of the General Terms.

14.3. The Bank shall immediately inform the Client about termination of the Service Agreement.



14.4. A Party may terminate the Service Agreement by notifying the other Party of termination in the manner agreed in the General Terms no later than 30 (thirty) calendar days before its termination, except where legal acts or the Service Agreement provide otherwise.

14.5. Fees paid to the Bank in advance before the termination date shall not be refunded to the Client.

14.6. Termination of the Service Agreement shall not release the Client from proper performance of all obligations to the Bank arising before the date of termination. Instructions submitted under the Service Agreement before its termination shall be completed in accordance with the provisions in force before its termination, unless otherwise agreed by the Bank and the Client.

## **15. CLIENT DATA PROCESSING**

15.1. The procedure for processing personal data of the Client who is a natural person, and of the Client's representatives and Beneficial Owners, and the terms of data retention are set out in the Bank's Privacy Policy published on the Website and forming an integral part of the Service Agreement.

## **16. BANK SECRECY AND CONFIDENTIALITY**

16.1. Information constituting bank secrecy is governed by the legal acts of the Republic of Lithuania and the Republic of Estonia. The Bank protects and handles information constituting bank secrecy in strict compliance with legal requirements.

16.2. The Bank considers confidential all information received from the Client and other information related to the relationship between the Client and the Bank, except where otherwise provided in the Service Agreement.

16.3. The Client agrees that the Bank has the right to disclose information received from the Client and other information sources, and all other information related to the relationship between the Client and the Bank, in compliance with the requirements set out below, to the following persons:

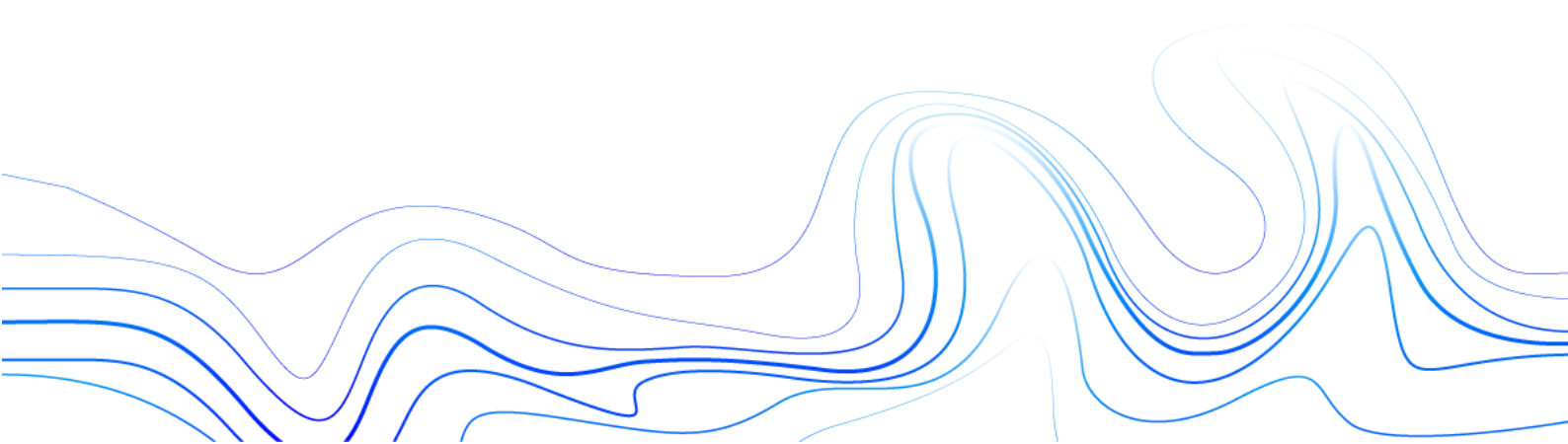
16.3.1. persons indicated by the Client in a request submitted to the Bank;

16.3.2. third parties to enable assessment of the risk of performance or conclusion of obligations/the Service Agreement;

16.3.3. authorities supervising the Bank, including non-Lithuanian supervisory authorities, if any;

16.3.4. third parties whose activities are related to debt collection or creation, administration or use of debtor databases, for the purpose of administering or collecting debts from the Client;

16.3.5. persons directly related to the provision of the Bank's Services to a particular Client, e.g., correspondent banks, payment system operators, etc.;



16.3.6. other persons (lawyers, consultants, auditors, etc.) engaged by the Bank to provide services necessary for the Bank or the Client.

16.4. The Bank has the right to disclose information received from the Client and other information sources, and all other information related to the relationship between the Client and the Bank, to third parties not indicated in clause 16.3 only with the prior separate consent of the Client, except where such obligation or right of the Bank is provided in the Service Agreement or in the legal acts of the Republic of Lithuania or the Republic of Estonia.

## **17. LIMITATION OF LIABILITY**

17.1. The Bank is liable only for direct losses of the Client that arose due to the Bank's fault.

17.2. The Client may not require the Bank to compensate indirect losses, including, but not limited to, lost income or profit, lost opportunity, as well as non-pecuniary damage or damage to reputation.

17.3. The Bank shall not be liable for errors made or damage caused by third parties.

17.4. The Parties shall not be liable for non-performance or improper performance of their obligations if this was caused by force majeure circumstances. The Parties follow the rules established in applicable legal acts regarding the application of force majeure circumstances.

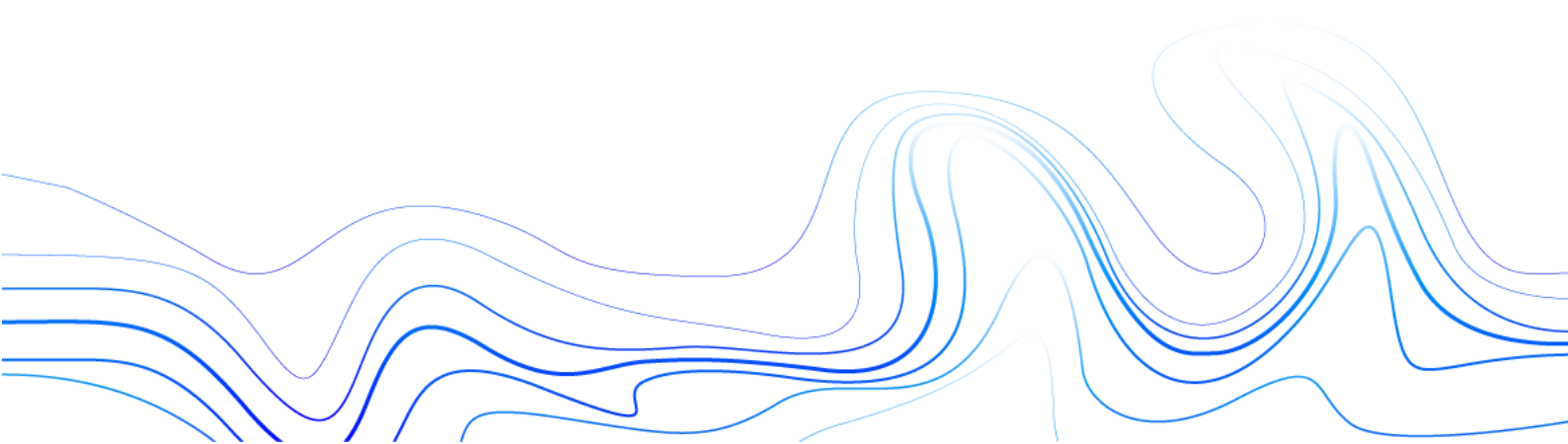
## **18. SERVICE DISRUPTIONS AND SYSTEM IMPROVEMENT WORKS**

18.1. The Bank shall not be liable for any Service disruption due to (including, but not limited to) failures of the hardware, software or other infrastructure used by the Bank, Internet connection disruptions or other technical failures. The Bank's Services and the systems used to provide the Services are provided to the Client "as is", and the Bank provides no warranties or representations regarding their operation and quality of operation, except where otherwise agreed with the Client.

18.2. The Bank has the right to improve its systems and to eliminate detected deficiencies even if this may cause or causes short-term disruptions in the provision of Services to the Client. The Bank plans system improvement and deficiency elimination works.

18.3. In exceptional circumstances and for important reasons, in order to avoid possible losses to itself or the Client, the Bank has the right to carry out system deficiency elimination works immediately at any time of the day. In the case provided in this clause, system deficiency elimination works shall be carried out in the shortest possible time.

18.4. During system improvement or deficiency elimination, execution of all of the Bank's obligations performed with the help of these systems shall be suspended. The Bank shall not be liable for the Client's losses arising from the Client's inability to use the Services due to system improvement or deficiency elimination works carried out by the Bank.



**19. DISPUTE RESOLUTION**

19.1. Disputes between the Bank and the Client shall be resolved through amicable negotiations.

19.2. A Client who believes that the Bank has violated its rights or legitimate interests must, within 3 months from the day when it learned about the possible violation of its rights, apply to the Bank in writing and indicate the circumstances of the dispute and its claim in as much detail as possible by submitting a complaint. Complaints are examined by the Bank in accordance with the Rules for Examination of Complaints published on the Website.

19.3. Complaints and requests related to the processing of personal data shall be submitted and examined in accordance with the procedure provided in the Privacy Policy. Unless otherwise provided in the Privacy Policy or legal acts, the Bank shall provide a response in writing no later than within 30 (thirty) calendar days from the day of receipt of the application.

19.4. If the Client is not satisfied with the Bank's response, it has the right to apply to a court. Disputes shall be resolved in accordance with applicable laws in the competent court according to the Bank's registered office.

19.5. If the Client believes that the Bank has violated legal acts regulating the financial market, it has the right to submit a complaint to the Bank of Lithuania regarding such possible violations.

**20. GOVERNING LAW AND OTHER CONDITIONS**

20.1. The law of the country where the Service Agreement is concluded shall apply to the Service Agreement – the law of the Republic of Lithuania or the law of the Republic of Estonia.

20.2. The Bank has the right to unilaterally change the General Terms, the Payment Rules and the Price List by informing the Client no later than 30 (thirty) calendar days in advance, unless legal acts set mandatory longer periods. The Client has the right, before the effective date of such changes, through the specified channels, to express disagreement with the changes made and has the right to terminate the concluded Service Agreements. If the Client does not submit objections to the changes, the Client shall be deemed to have agreed to the changes and the changes shall enter into force on the indicated effective date and shall apply to the Client.

