

**FINORA BANK UAB GENERAL CONDITIONS  
FOR THE PROVISION OF SERVICES**

*Version No. 1,  
effective from 15-10-2025*

**1. DEFINITIONS**

**1.1. Bank** – Finora Bank UAB, legal entity code 305156796, registered office at Žalgirio St. 90-100, LT-09303 Vilnius, Republic of Lithuania, email: info.lt@finorabank.eu, phone: +370 672 12687, and Finora Bank UAB, Estonian branch, legal entity code 16905996, registered office at Narva mnt. 5, 10117 Tallinn, Republic of Estonia, email: info@finorabank.eu, phone: +372 658 1300. The Bank holds a specialised bank licence No. 9 issued by the Bank of Lithuania under the decision of the European Central Bank, authorising it to provide financial services as specified in its licence.

**1.2. General Part** – the general part of the Service Agreement setting out the general provisions on the provision of Services.

**1.3. General Conditions** – these Finora Bank UAB General Conditions for the Provision of Services.

**1.4. Blocking** – a restriction, at the Client's request or on the Bank's initiative, of the Client's right to perform all or part of the operations on the Account and/or to credit funds to the Account.

**1.5. Business Day** – a calendar day other than Saturday, Sunday, and official public holidays or non-working days established by the laws of the Republic of Lithuania and the Republic of Estonia (unless otherwise provided in the Service Agreement).

**1.6. List of Prohibited Activities** – the list of activities prohibited by the Bank, unacceptable jurisdictions, and other requirements applied by the Bank to the Client during the business relationship.

**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.

**1.8. Statement** – a document prepared and provided by the Bank containing information on the operations performed on the Account during a specific period.

**1.9. Price List** – the Bank's fees for Services and operations, approved by the Bank and published on the Website, or the fees individually agreed upon by the Parties, which form an integral part of the Service Agreement.

**1.10. Client** – a legal entity that uses, has used, or has expressed the intention to use the Services provided by the Bank, as well as a natural person who uses, has used, or has expressed the intention to use the Bank's Services for purposes other than personal, family, or household needs.

**1.11. Payment Conditions** – the Finora Bank UAB Conditions for the Provision of Payment Services, published on the Website.

**1.12. Beneficial Owner** – a natural person who is the owner or controller of the Client (a legal entity) and/or a natural person on whose behalf a transaction or activity is carried out, as defined by the applicable legislation.

**1.13. Instruction** – a payment order or any other lawful instruction related to the funds held in the Accounts or the Services, which the Client may submit to the Bank in accordance with the Service Agreement.

**1.14. Services** – financial or other services provided by the Bank to the Client that the Bank is authorised to provide under the laws of the Republic of Lithuania or the European Union.

**1.15. Service Agreement** – an agreement concluded between the Bank and the Client on the provision of Services, comprising these General Conditions, the General Part and the Special Part, the Price List, other documents or service descriptions published on the Bank's Website and applicable to the Services, the Privacy Policy, and all other agreements between the Bank and the Client related to the provision of Services.

**1.16. ML/TF** – money laundering and/or terrorist financing.

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

**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 Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury), other countries, or their respective authorities.

**1.19. Account** – an account opened in the Client's name with the Bank, used for executing Payment Transactions and holding funds.

**1.20. Special Part** – the special part of the Service Agreement setting out the individual terms and conditions for the provision of Services as agreed with the Client.

**1.21. Party or Parties** – the Bank and the Client jointly or each individually.

**1.22. Means of Identity Verification** – an electronic signature or other means acceptable to the Bank used to identify the Client or its representative, confirm Instructions, and sign Service Agreements. The Bank is not liable for the functioning, validity, or use of means issued by third parties, and the Client or its representative must familiarise themselves with and comply with the rules and procedures established by the third party issuing the means.

**1.23. Website** – the Bank's website available at [www.finorabank.eu](http://www.finorabank.eu).

## 2. GENERAL PROVISIONS

**2.1.** These General Conditions apply to all relations between the Bank and the Client, both prior to the conclusion of the Service Agreement with the Bank and during the provision of Services by the Bank to the Client under the concluded Service Agreements.

**2.2.** The General Conditions, the General Part and the Special Part, the Price List, and other documents or Service descriptions published by the Bank that are applicable to the provision of Services, the Privacy Policy, and all other agreements between the Bank and the Client concerning the provision of Services constitute integral parts of the Service Agreement. For the avoidance of doubt, whenever the term *Service Agreement* is used in these General Conditions or in any other document referred to in this clause, the respective provision applies to all aforementioned parts of the Service Agreement. If the name of a specific part is used, the respective provision applies only to that specific part of the Service Agreement.

**2.3.** Clients are informed about the Service Agreement through the Website, at the Bank's registered office, or by other means, and must confirm the parts of the Service Agreement in the manner prescribed by the Bank. Upon the Client's request, the Bank shall provide copies of these documents.

**2.4.** Each provision of a part of the Service Agreement shall be interpreted in conjunction with other provisions of that document. However, if there are inconsistencies between provisions of different documents, the following hierarchy shall apply (documents are listed in order of precedence, with higher-ranking documents prevailing over lower-ranking ones):

- 2.4.1.** the Special Part and its annexes;
  - 2.4.2.** the Price List;
  - 2.4.3.** other agreements between the Parties;
  - 2.4.4.** the Privacy Policy;
  - 2.4.5.** the General Part (if applicable);
  - 2.4.6.** the Payment Conditions (if applicable);
  - 2.4.7.** these General Conditions;
  - 2.4.8.** other documents or service descriptions published by the Bank and applicable to the provision of Services.
- 2.5.** The invalidity of any provision of a Service Agreement shall not affect or render invalid the remaining provisions of the Service Agreement.
- 2.6.** If the texts of the Service Agreement are drawn up in different languages and any discrepancies arise regarding their interpretation, the text in the official language of the country where the Service Agreement was concluded shall prevail.
- 2.7.** In addition to the Service Agreement, the relations between the Bank and the Client shall also be 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 a Service Agreement and provides Services only to those Clients whose identity has been properly verified in accordance with these General Conditions, applicable legislation, and the Bank's internal procedures. The identification of the Client also includes the 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 identification number, and similar details) and documents that, in the Bank's opinion, are necessary to establish the Client's identity and/or to assess whether the Client is acceptable to the Bank. The Bank also 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 submit documents and information confirming the lawful origin and acquisition basis of the Client's funds and other assets, the purpose and intended nature of the Client's business relationship with the Bank, the nature of the Client's activities and its ownership (shareholder) structure if the Client is a legal entity, as well as any other documents and information necessary for the Bank to properly comply with the requirements of anti-money laundering and counter-terrorist financing (ML/TF) legislation or other applicable legal acts.
- 3.4.** Based on applicable legal requirements and its internal procedures, the Bank has the right to require that the Client's identification be repeated, that previously collected information be updated, or that additional actions be taken to verify the Client's identity.
- 3.5.** Documents submitted to the Bank must comply with the form requirements established by the Bank. For example, the Bank may require submission of original documents or notarised copies, certification of copies by an apostille or legalisation, or compliance with other formal requirements.

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**3.6.** Documents submitted to the Bank must be prepared in Lithuanian, Estonian, or another language specified by the Bank. If the documents are prepared in a foreign language, the Bank may require them to be translated into Lithuanian or another language specified by the Bank, with the translation signed by the translator and the translator's signature notarised. If the Bank accepts documents in a foreign language, it may, at its discretion, arrange their translation into Lithuanian, in which case the Client shall reimburse the Bank for the related costs.

**3.7.** All costs related to the preparation, delivery, certification, and translation of documents submitted to the Bank shall be borne by the Client.

**3.8.** In order to protect its own or the Client's interests, the Bank has the right to refuse to accept from Clients documents that are easily forged or that do not contain sufficient data for identification purposes.

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

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

**3.11.** During the Client identification process and/or when updating Client data, the Bank may restrict the provision of Services to the extent it considers necessary.

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

## 4. REPRESENTATION

**4.1.** The Client may use the Services either personally or through a duly authorised representative. For the avoidance of doubt, where the term *Client* is used in the Service Agreement, it shall also include the Client's representative who is authorised to act on behalf of the Client.

**4.2.** A Client's representative may represent the Client in relations with the Bank if the representative presents a document confirming the authority granted to them (such as an agreement, commercial proxy, power of attorney, or similar document). The authorisation document must be in a form and of content acceptable to the Bank and must comply with the requirements for such documents established by the laws of the Republic of Lithuania, the Republic of Estonia, and other applicable legislation (for example, the Bank may require the authorisation document to be notarised or otherwise duly certified).

**4.3.** The Bank has the right to require that a Client who is a natural person perform certain actions personally, and that a Client who is a legal entity act through its statutory representatives (managing officers). In such cases, the Bank may refuse to execute requests or Instructions submitted by the Client's representative until they are submitted by the person designated by the Bank. Such a requirement may be imposed for valid reasons, in order

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to protect the lawful interests of the Client or the Bank (for example, when providing an Account Statement to the Client).

**4.4.** If the Client revokes the authority of its representative (for example, terminates a power of attorney before its expiry, dismisses a managing officer of a legal entity, etc.), the Client must immediately notify the Bank in writing and, if applicable, indicate a new representative and provide documents confirming that person's authorisation. All requests, Instructions, documents, or other actions submitted or performed by the representative before the Bank receives such notice from the Client shall be deemed to have been submitted or performed by a duly authorised person of the Client.

**4.5.** In order to protect the lawful interests of the Client or the Bank, the Bank has the right to temporarily refrain from executing the requests or Instructions of the Client or its representative while verifying the representative's authorisation documents or until new authorisation documents are submitted.

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

## 5. SIGNATURES

**5.1.** Unless otherwise agreed by the Parties, the Special Part concluded on behalf of the Client, the parts of the Service Agreement specified by the Bank, and all written Instructions, requests, and other documents submitted by the Client to the Bank (hereinafter collectively referred to as 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 premises or, if the Documents are executed outside the Bank's premises, that the Client's signature be notarised.

**5.3.** The Documents may also be authenticated using the Means of Identity Verification. Documents and Instructions authenticated by such means shall have the same legal effect as those signed by hand and shall be deemed valid and admissible evidence in resolving disputes between the Bank and the Client before courts and other institutions.

## 6. COMMUNICATION

### 6.1. Provision of notices and other information by the Bank to the Client

**6.1.1.** The Bank provides the Client with notices and other information specified in the Service Agreement at the Bank's premises, through the Internet Bank, or by publishing them on the Website. If necessary, the Bank may also use public information channels.

**6.1.2.** The Bank may also deliver notices to the Client in person (with signature confirmation), send them by post, by means of telecommunications devices, or provide information by other means — verbally or via electronic communication, such as by sending messages by email or through the Internet Bank.

**6.1.3.** When entering into a Service Agreement, the Client must provide the Bank with its correspondence address. This address is deemed correct, and the Bank may send all information to this address until the Client notifies the Bank in writing or in another manner acceptable to the Bank of a change of address. The Bank has the right to require the Client to provide documents confirming the change of address.

## **6.2. Delivery and receipt of notices**

**6.2.1.** A notice sent by post is deemed received **five (5) calendar days** after dispatch.

**6.2.2.** A notice sent by telecommunications means is deemed received on the day of dispatch if sent on a Business Day before 17:00, or on the next Business Day if sent after 17:00 or on a non-Business Day.

**6.2.3.** A notice sent by email is deemed received on the next Business Day after dispatch.

**6.2.4.** A notice delivered in person (with signature confirmation) is deemed received on the day the Client signs for it.

**6.2.5.** A notice given verbally (including by telephone) is deemed received at the moment it is communicated.

**6.2.6.** A notice published in the Internet Bank or on the Website is deemed received on the day of publication.

**6.2.7.** A notice published through public information channels is deemed received on the day of publication.

**6.2.8.** Notices sent by the Bank to the Client are deemed received within the time limits set out in Clauses 6.2.1–6.2.3 if sent to the most recent contact details known to the Bank.

**6.2.9.** Information on transactions performed on the Client's Account and on the execution of the Client's Instructions by the Bank is provided to the Client in an Account Statement, which may be made available:

- i) at the Bank's premises;
- ii) in the Internet Bank; or
- iii) by other means specified in the Service Agreements.

**6.2.10.** The Client must:

- i) immediately inform the Bank if the Client has not received notices or information that should have been provided by the Bank; and
- ii) review the information received from the Bank and notify the Bank of any detected errors or inaccuracies.

**6.2.11.** All notices and information from the Bank to the Client are provided in the language in which the Service Agreement is concluded, unless otherwise agreed between the Parties.

## **6.3. Provision of notices and other information by the Client to the Bank**

**6.3.1.** The Client provides notices and other information to the Bank in writing, i.e. through the Internet Bank, in person at the Bank's premises, by electronic communication — to the Bank's designated email address, by telephone, or by another method agreed with the Bank.

**6.3.2.** The Client must immediately notify the Bank of any changes to the Client's data, documents, or circumstances previously provided or indicated to the Bank (for example, a change of address or other contact details, name, surname, signature, company name, incorporation documents such as articles of association, representatives or other persons authorised to manage the funds held in the Account, or any inaccuracies in the confirmations and representations contained in the Service Agreement).

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**6.3.3.** The Client must also immediately notify the Bank of any circumstances that are material to the performance of the Service Agreement and provide supporting documents, regardless of whether such information has been submitted to public registers. This includes, but is not limited to, initiation or opening of bankruptcy or restructuring proceedings, liquidation, reorganisation, or transformation of the Client. The Bank shall not be liable for any losses incurred by the Client due to failure to properly comply with the obligations set out in this clause.

**6.3.4.** The Client must also immediately inform the Bank of the theft or loss of the Client's Means of Identity Verification, as well as of any facts or suspicions that third parties may have obtained knowledge of or access to such means.

## **7. FEES PAYABLE 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, as applicable at the time the respective Bank Service is provided.

**7.2.** The Client must also reimburse the Bank for any additional expenses incurred in connection with the provision of Services, if:

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

**7.2.2.** the Bank incurs additional obligations under applicable legislation, including but not limited to the obligation to provide information about the Client, the Services provided to the Client, or other related matters, and the Bank incurs expenses in fulfilling such obligations.

**7.3.** If the Client fails to properly fulfil its obligations to the Bank within the time limits set out in the Service Agreement, the Client must pay the Bank the penalties (fines or default interest) or interest specified in the Price List, another part of the Service Agreement, a separate agreement between the Bank and the Client, or in the applicable laws of the Republic of Lithuania or the Republic of Estonia.

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

## **8. PAYMENT OF FEES**

**8.1.** The Bank shall debit fees or other amounts payable by the Client to the Bank from the Client's Account specified in the Service Agreement, unless otherwise provided in the Service Agreement or unless the Bank instructs the Client otherwise regarding the method of payment.

**8.2.** If there are insufficient funds in the Account specified in the Service Agreement, or if the Service Agreement does not specify an Account from which the Bank may debit the amounts payable by the Client, the Bank has the right to debit such amounts from any other Accounts held by the Client with the Bank. In cases where the Client holds several Accounts with the Bank, the Bank has the right, at its sole discretion, to choose from which Account and in what proportions to debit the amounts payable by the Client. The Bank also has the right to require the Client to pay the amounts due by another method specified by the Bank.

**8.3.** If, on the due date for payment, there are insufficient funds in the Client's Accounts to settle all amounts owed to the Bank, the Bank shall record the amount of the Client's indebtedness to the Bank in the Account. The Bank also has the right, but not the obligation, to suspend the provision of Services or to debit the amounts payable by the Client in instalments each time funds are credited to the Client's Accounts. Such subsequent debiting of payable amounts does not extend the payment deadlines set for the Client nor release the Client from liability for delays.

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

## **9. INTEREST**

**9.1.** The Bank shall calculate interest payable to the Client or payable by the Client to the Bank at the annual interest rate specified in the Price List, unless otherwise provided in the Service Agreement or in applicable legislation.

**9.2.** Interest shall be calculated on the Client's outstanding amount or the balance held in the Account, assuming that a year consists of 365 days and that a month consists of the actual number of calendar days. Interest shall accrue from the first day of indebtedness until the date the full amount of the debt is repaid, unless the Parties have agreed otherwise in a specific Service Agreement.

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

**9.4.** Interest accrued in favour of the Client shall be paid into the Client's Account at the end of each calendar month, unless otherwise specified in the Service Agreement and/or the Price List. If the Client terminates the Service Agreement, the interest shall be paid on the date of termination. The Service Agreement may specify a different procedure for interest payment, which shall prevail over the provisions of these General Conditions.

**9.5.** The Bank has the right to unilaterally change the annual interest rate in accordance with the procedure set out in these General Conditions, unless a different procedure for changing the interest rate is specified in the Service Agreement.

**9.6.** In the event of the death of the Client (a natural person), interest shall be calculated for the period up to the date of death. The calculation of interest shall resume from the moment the Bank is notified of the acceptance of the inheritance.

**9.7.** If the Bank blocks the Account or restricts the provision of Services, the Bank shall have the right to suspend the calculation of interest payable by the Bank; the Client shall not be entitled to interest for the period during which the Account is blocked or the Services are restricted. The Bank also has the right to withhold the payment of interest to the Client for the entire duration of the Service Agreement if the Service Agreement is terminated due to material circumstances as provided in Section 11 of these General Conditions.



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

**10.1.** The Client shall submit Instructions to the Bank and dispose of the Accounts in the manner specified in the Service Agreement. The Special Part may set out restrictions on the use of the Account or on Services related to the Account.

**10.2.** A Client who does not have an Account with the Bank may be provided with a limited-use Account intended solely for servicing a specific Service. Such an Account shall be opened upon the conclusion of the respective Service Agreement and closed upon its termination. The specific functionalities of the limited-use Account shall be indicated in the relevant Service Agreement.

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

**10.4.** Funds held in the Account are insured under the deposit insurance scheme as required by applicable legislation, except for deposits of other credit or financial institutions, management companies, and other entities whose deposits are not insured under the law. The terms and conditions of deposit insurance are published on the Website and form 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 related to the Account. The information provided in the Special Part reflects the factual situation as of the date of the Service Agreement. If, during the term of the Service Agreement, grounds arise for the funds held in the Client's Account to be excluded from deposit insurance, such funds shall cease to be insured from the date those grounds arise.

**10.5.** The Bank shall execute the Client's Instructions within the time limits established by applicable legislation or the Service Agreement.

**10.6.** Before executing an Instruction, the Bank has the right to verify the Client's right to use the Services and to confirm the identity of the person seeking to use the Services, whether the Client or its representative. The Client or its representative must complete the identity verification procedures established by the Bank (for example, by presenting identity documents or using the Means of Identity Verification).

**10.7.** The Bank has the right to refuse to execute an Instruction if it has reasonable doubts that the Instruction was submitted by the Client or its representative, if the Instruction is inaccurate, or if circumstances specified in Section 11 of these General Conditions are identified. The Bank shall not be liable for any losses arising from a refusal to execute an Instruction.

**10.8.** The Client must ensure that sufficient funds are available in the Account to execute the Instruction and to cover the fees payable to the Bank. If there are insufficient funds in the Account at the time of submission of the Instruction, the Bank has the right to refuse to execute the Instruction, unless the Parties agree otherwise.

**10.9.** If a negative balance arises in the Account, the Client must immediately repay the outstanding amount, regardless of the reason for the negative balance. The Client shall pay interest on the amount of indebtedness for each day at the rate specified in the Price List, the Service Agreement, or applicable legislation. The obligation to immediately cover the overdrawn amount remains in force irrespective of the payment of such interest.

**10.10.** The Bank shall not be liable for errors, inaccuracies, duplications, or inconsistencies contained in the Instructions submitted by the Client. The Bank executes Instructions strictly based on the data provided by the Client.

**10.11.** The Client may cancel an Instruction submitted to the Bank only if the Bank has not yet executed it or has not assumed obligations towards third parties related to the execution of the Instruction, and in other cases provided for in the Service Agreement.

**10.12.** Before executing an Instruction, the Bank has the right to require the Client to submit documents proving the lawful origin and acquisition basis of the funds or other assets related to the Instruction. Until the Client provides the requested documents, the Instruction shall be deemed not to have been submitted. If the Client fails to provide 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 laws of the Republic of Lithuania or other binding legal acts, or if necessary due to other circumstances beyond the Bank's control.

**10.14.** Information on the execution of the Client's Instructions and on funds credited to the Account is provided in the Account Statement.

**10.15.** The Client must immediately notify the Bank upon becoming aware of any funds or other assets unjustifiably and/or erroneously credited to the Account or received by other means, or of any incorrect transactions or entries in the Account.

**10.16.** The Client must return to the Bank any funds or other assets unjustifiably and/or erroneously credited to the Account or otherwise received. The Bank has the right, without separate consent from the Client, to debit such funds or assets from the Client's Accounts. The Client has no right to dispose of funds or assets that do not belong to them and have been erroneously credited.

**10.17.** If, during the provision of Services, incorrect entries are made in the Client's Accounts due to an error, the Bank has the right, without separate consent from the Client, to correct such entries.

## **11. CIRCUMSTANCES RELEVANT TO THE CONCLUSION, PERFORMANCE, OR TERMINATION OF THE SERVICE AGREEMENT**

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

**11.1.1.** provides incorrect or insufficient information in the documents submitted to the Bank, conceals documents or information, submits documents whose authenticity or validity is doubtful, or provides documents or information that do not comply with the requirements established by legal acts or by the Bank;

**11.1.2.** fails to provide, fails to update in a timely manner, avoids or refuses to provide data or documents necessary for identifying the Client or, in the case of a legal entity, for determining its ownership (shareholding) structure, or uses legal entities that in practice do not carry out any business activity;

**11.1.3.** fails to provide updated documents or information relevant to the performance of the Service Agreement or fails to inform the Bank about new circumstances that may negatively affect the proper performance of the Client's obligations to the Bank;

**11.1.4.** fails to provide sufficient evidence or documents confirming the lawful origin or acquisition basis of funds or other assets, or of transactions performed (or being performed) on the Account, or avoids or refuses to

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provide such evidence or documents, or if there are other circumstances that give rise to reasonable suspicion in accordance with the Bank's AML/CTF requirements;

- 11.1.5.** has breached obligations undertaken under Service Agreements or other agreements concluded with the Bank;
- 11.1.6.** has caused losses to the Bank through unlawful actions, created a real risk of such losses, or damaged the Bank's reputation;
- 11.1.7.** is engaged in activities that, in the Bank's opinion, may involve increased money laundering or terrorist financing (ML/TF) risk;
- 11.1.8.** in the Bank's opinion, may use the Account for ML/TF or other criminal purposes;
- 11.1.9.** has been prosecuted or convicted for criminal offences or misdemeanours, or is or may be associated with criminal activity or organised crime;
- 11.1.10.** may be carrying out activities without the required licences or authorisations (for example, organising gambling, providing payment services, etc. without the necessary licence or permit);
- 11.1.11.** is listed among persons suspected of domestic or international terrorism or terrorist financing;
- 11.1.12.** is a person subject to Sanctions, permanently resides in a country subject to Sanctions, has its registered office or principal place of business in such a country, or whose representative or Beneficial Owner is such a person;
- 11.1.13.** is a person registered in a target territory as defined in the Law on Corporate Income Tax of the Republic of Lithuania, or in a low-tax territory or jurisdiction not regarded as cooperative for tax purposes under the Law on Corporate Income Tax 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 with observer status in FATF and engaged in AML/CTF activities, or is registered or operates in such a country;
- 11.1.15.** carries out (or plans to carry out) an activity included in the Bank's List of Prohibited Activities. Upon the Client's request, the Bank shall provide the List of Prohibited Activities to the Client;
- 11.1.16.** itself or through its counterparties carries out (or plans to carry out) activities that may be unacceptable to the Bank's partners, correspondent banks, or payment system operators engaged by the Bank to provide Services to the Client;
- 11.1.17.** uses Accounts for transit purposes or for purposes other than those declared 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 information about the payer or payee as required by law;
- 11.1.20.** fails to provide the documents requested by the Bank that are necessary to assess the Client's acceptability, determine its business activities, or substantiate a payment transaction.

**11.2.** The Bank may also treat other circumstances not specifically mentioned in Clause 11.1 as material if they give reasonable grounds to believe that, by concluding or performing the Service Agreement, the legitimate interests of the Bank, its clients, or the public would be compromised.

## **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 term, unless otherwise specified in the Service Agreement.

**12.2.** The Bank has the right to decide with whom to conclude a Service Agreement and has the right to refuse to conclude it, except in cases where applicable legislation provides otherwise. When deciding on the conclusion of a

Service Agreement, the Bank is guided by the material circumstances referred to in Section 11 of these General Conditions.

**12.3.** The Bank has the right, in accordance with the procedure established in these General Conditions, to unilaterally amend any terms of the Service Agreement.

**12.4.** The Bank shall inform the Client of amendments to the Service Agreement no later than thirty (30) calendar days before the effective date of such amendments, except as provided in Clause 12.6 or where otherwise required by law or the Service Agreement.

**12.5.** If the Client does not agree with the amendments to the Service Agreement, the Client has the right to terminate the Service Agreement directly affected by such amendments. The Client must immediately notify the Bank in writing of the termination of the Service Agreement before the effective date of the amendments.

**12.6.** For important reasons, the Bank has the right to amend the terms of the Service Agreement and other related documents without following the time limits established in these General Conditions. In such cases, the Bank shall immediately inform the Client of the amendments. Upon being informed of the amendments, the Client has the right to immediately terminate the Service Agreement and must notify the Bank in writing of such termination without delay.

**12.7.** The notices referred to in this Section shall be provided in accordance with the notification procedure set out in Section 6 of these General Conditions.

**12.8.** If the Client does not exercise the right to terminate the Service Agreement in accordance with Clauses 12.5 or 12.6, the Client shall be deemed to have accepted the amendments. Once the Client has accepted the amendments, the Client shall not subsequently have the right to object to or make claims against the Bank regarding the content of such amendments.

**12.9.** The Client may not assign its rights or obligations under the Service Agreement to any third party without the prior written consent of the Bank.

## 13. SERVICE RESTRICTIONS

### 13.1. Account Blocking and Limitation of Services

**13.1.1.** An Account may be blocked at the Client's request, or when the Client informs the Bank or the Bank otherwise becomes aware that the Means of Identity Verification enabling access to the funds in the Account have been stolen, lost, or otherwise accessed or potentially accessed by third parties.

**13.1.2.** The Bank has the right to require that a verbal Instruction from the Client to block the Account be subsequently confirmed in writing or in another manner acceptable to the Bank. If the Instruction to block the Account is given verbally, the Bank has the right, for identification purposes, to ask questions about data known to the Bank relating to the Client.

**13.1.3.** A Client giving an Instruction to block an Account must enable the Bank to properly identify the Client, i.e. to verify that the Instruction is indeed submitted by the Client. The Bank has the right to refuse to block the Account if it is unable to identify the Client. In such cases, the Bank shall not be liable for any losses that may arise from the failure to execute the blocking Instruction.

- 13.1.4.** The Bank has the right, without an Instruction from the Client, to block the Account, restrict the provision of Services, or refuse to execute a specific Instruction if:
- 13.1.4.1.** any of the circumstances referred to in Section 11 of these General Conditions become known to the Bank;
  - 13.1.4.2.** conflicting information is provided to the Bank regarding the persons entitled to manage the funds or other assets held in the Client's Account;
  - 13.1.4.3.** the Bank has reasonable suspicions regarding the security of the funds held in the Account or the Means of Identity Verification, or of unauthorised or fraudulent use of the funds in the Account;
  - 13.1.4.4.** the Means of Identity Verification have been used incorrectly on multiple occasions;
  - 13.1.4.5.** the Client's Account is subject to seizure, or the Client's funds in the Account are subject to a restriction on disposal or any other limitation on the use of funds or assets in the Account;
  - 13.1.4.6.** the Bank receives substantiated information supported by evidence about the Client's death;
  - 13.1.4.7.** the Client fails to comply with the Service Agreement;
  - 13.1.4.8.** other grounds exist as provided by law that grant or require the Bank to take such action.
- 13.1.5.** The Bank shall remove the blocking of the Client's Account or the restriction of Services immediately after the circumstances giving rise to the blocking or restriction cease to exist and, where the blocking was initiated by the Client, after receiving the Client's corresponding written request (unless otherwise agreed).
- 13.1.6.** In the event of the Client's death, the Bank shall remove the Account blocking or Service restriction upon submission by the Client's heirs of documents evidencing inheritance of the funds or other assets held with the Bank, in accordance with the requirements of applicable law.
- 13.1.7.** The Bank shall not be liable for any losses incurred by the Client or third parties due to the blocking of an Account, restriction of Services, or refusal to execute an Instruction.

## **13.2. Suspension of Transactions or Operations**

- 13.2.1.** In order to properly comply with the requirements of legal acts governing the prevention of money laundering and terrorist financing (AML/CTF) or to comply with instructions issued by competent state authorities, the Bank has the right to suspend a suspicious or unusual transaction or operation for the period specified by law. In such cases, the Bank shall not be liable to the Client for non-performance of contractual obligations or for 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 where such an obligation is established by applicable legislation.
- 14.2.** The Bank also has the right to immediately terminate the Service Agreement with the Client due to material circumstances, as specified in Section 11 of these General Conditions.
- 14.3.** The Bank shall immediately inform the Client about the termination of the Service Agreement.

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**14.4.** Either Party may terminate the Service Agreement by notifying the other Party of the termination in the manner agreed in these General Conditions no later than thirty (30) calendar days prior to termination, unless otherwise provided by law or the Service Agreement.

**14.5.** Any fees paid to the Bank in advance prior to the termination date shall not be refunded to the Client.

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

## **15. PROCESSING OF CLIENT DATA**

**15.1.** The procedure for processing and the retention periods of personal data of the Client who is a natural person, as well as of the Client's representatives and Beneficial Owners, are established in the Bank's Privacy Policy, which is published on the Website and forms an integral part of the Service Agreement.

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

**16.1.** Information constituting bank secrecy is regulated by the laws of the Republic of Lithuania and the Republic of Estonia. The Bank protects and handles information constituting bank secrecy strictly in accordance with the requirements of applicable legislation.

**16.2.** The Bank treats as confidential all information received from the Client and any 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 obtained from the Client or from other sources, as well as any other information related to the relationship between the Client and the Bank, to the persons listed below, subject to the following conditions:

- 16.3.1.** to persons specified by the Client, at the Client's written request submitted to the Bank; to third parties, where necessary to assess the risk of performance or conclusion of the obligations or the Service Agreement;
- 16.3.2.** to supervisory authorities of the Bank, including supervisory authorities outside the Republic of Lithuania, where applicable;
- 16.3.3.** to third parties engaged in debt collection or in the creation, administration, or use of debtor databases, for the purpose of managing or collecting debts owed by the Client;
- 6.3.4.** to persons directly involved in the provision of Services to the Client, such as correspondent banks, payment system operators, and others;
- 16.3.5.** to other persons (lawyers, consultants, auditors, etc.) engaged by the Bank for the provision of services necessary for the Bank or the Client.

**16.4.** The Bank has the right to disclose information obtained from the Client or from other sources, and any other information related to the Client and the Bank, to third parties not listed in Clause 16.3 only with the Client's prior separate consent, except where such obligation or right of the Bank is provided for in the Service Agreement or in the laws of the Republic of Lithuania or the Republic of Estonia.

## **17. LIMITATION OF LIABILITY**

**17.1.** The Bank shall be liable only for direct losses incurred by the Client that arise due to the Bank's fault.

**17.2.** The Client may not claim compensation from the Bank for indirect losses, including but not limited to loss of income or profit, loss of opportunity, or non-material damage such as reputational harm.

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

**17.4.** The Parties shall not be liable for failure to perform or improper performance of their obligations if such failure results from force majeure circumstances. The Parties shall comply with the applicable legal rules governing the application of force majeure events.

## **18. SERVICE DISRUPTIONS AND SYSTEM MAINTENANCE**

**18.1.** The Bank shall not be liable for any Service disruptions arising from (including but not limited to) failures of the technical, software, or other infrastructure used by the Bank, interruptions of internet connectivity, or other technical malfunctions. The Bank's Services and the systems used to provide such Services are made available to the Client on an "as is" basis, and the Bank provides no guarantees or assurances regarding their operation or quality, unless otherwise agreed with the Client.

**18.2.** The Bank has the right to improve its systems and to remedy any identified deficiencies, even if such improvements may cause or result in temporary interruptions in the provision of Services to the Client. The Bank plans and performs its system development and maintenance work in an organised manner.

**18.3.** In exceptional circumstances and for important reasons, the Bank has the right to perform system maintenance work immediately, at any time of day, in order to prevent potential losses to itself or the Client. In such cases, the Bank shall perform the maintenance work within the shortest possible time.

**18.4.** During the Bank's system upgrades or maintenance work, the performance of all obligations dependent on such systems shall be suspended. The Bank shall not be liable for any losses incurred by the Client resulting from the Client's inability to use the Services due to the Bank's system maintenance or improvement activities.

## **19. DISPUTE RESOLUTION**

**19.1.** Disputes between the Bank and the Client shall be resolved through good-faith negotiations.

**19.2.** A Client who believes that the Bank has infringed their rights or legitimate interests must submit a written complaint to the Bank within three (3) months from the date on which the Client became aware of the potential infringement, clearly stating the circumstances of the dispute and the Client's claim. Complaints shall be handled by the Bank in accordance with the Complaint Handling Rules, which are published on the Website.

**19.3.** Complaints and requests related to the processing of personal data shall be submitted and reviewed in accordance with the procedure set out in the Privacy Policy. Unless otherwise provided in the Privacy Policy or applicable legislation, the Bank shall provide a written response no later than thirty (30) calendar days from the date of receipt of the complaint.

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**19.4.** If the Client is not satisfied with the Bank's response, the Client has the right to bring the matter before a court. Disputes shall be settled in accordance with the applicable laws before the competent court of the jurisdiction of the Bank's registered office.

**19.5.** If the Client believes that the Bank has breached financial market regulations, the Client has the right to submit a complaint regarding such alleged violations to the Bank of Lithuania.

## **20. GOVERNING LAW AND OTHER CONDITIONS**

**20.1.** The Service Agreement shall be governed by the law of the country where the Service Agreement is concluded — the law of the Republic of Lithuania or the law of the Republic of Estonia.

**20.2.** The Bank has the right to unilaterally amend these General Conditions, the Payment Conditions, and the Price List by notifying the Client no later than thirty (30) calendar days before the amendments take effect, unless longer notice periods are required by law. The Client has the right, before the effective date of the amendments, to object to the changes through the channels specified by the Bank and to terminate the Service Agreements concluded with the Bank. If the Client does not submit objections to the amendments, it shall be deemed that the Client has accepted the changes, and the amendments shall enter into force on the specified effective date and become binding on the Client.