



AB DNB Bankas General Rules on the Provision of Services

Approved by:

the Bank's President on 28 April 2006, effective from 12 May 2006

Amendments approved by the Bank's President:

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1. Definitions used in the General Rules

- 1.1. **Bank** means AB DNB Bankas, code 112029270, with its registered office at Konstitucijos ave. 21A, LT-03601 Vilnius, the Republic of Lithuania.
- 1.2. **Companies of the Bank's Group** means the companies directly or indirectly controlling the Bank, also other companies directly or indirectly controlled by these companies as well as companies directly or indirectly controlled by the Bank.
- 1.3. **Bank's Internet website** means the Internet website of the Bank at the address www.dnb.lt.
- 1.4. **Services** means the services provided by the Bank to the Customer in accordance with the laws, other legal acts, the Bylaws of the Bank and the Agreements.
- 1.5. **General Rules** means the present rules on the provision of the Bank's services.
- 1.6. **Business Day** means is a calendar day, except public holidays and weekends (Saturdays and Sundays).
- 1.7. **Price-list** means the price-list of service and transaction fees charged by the Bank, which is made publicly available on the Bank's Internet website or at the customer service outlets of the Bank.
- 1.8. **Customer** means a private person or legal entity using the Services or applying to the Bank with the intention to use the Services. Customers may be referred to as private customers, corporate customers or given other names in the Agreements, the Service Terms and Conditions, the Price-list or other documents.
- 1.9. **Service Terms and Conditions** means the terms and conditions for the provision of specific Services.
- 1.10. **Money Laundering** means the activity as defined in the legal acts with the intent to legalise or conceal the origin of monetary funds and/or other property derived from criminal acts.
- 1.11. **Sanctions** means any laws, regulations or orders applicable to the Customer and/or to any other persons related to the Customer and/or the Bank concerning any trade, economic or financial sanctions or embargoes.
- 1.12. **Sanctions Authorities** means the Norwegian State, the United Nations, the European Union, the Member States of the European Union, the United States of America (hereinafter – the USA), the Monetary Authority of Singapore, and Hong Kong Monetary Authority, and any authority acting on behalf of any of them in connection with the Sanctions.
- 1.13. **Sanctions List** means (i) the lists of Sanctions designations and/or targets maintained by any Sanctions Authority; and/or (ii) any other Sanctions designation or target listed and/or adopted by a Sanctions Authority, in all cases from time to time.
- 1.14. **Agreement** means an agreement made by and between the Bank and the Customer for the provision of Services to the Customer.
- 1.15. **Parties** means the Bank and Customer.
- 1.16. **Persons Related to the Customer** means the persons who have a direct or indirect control over the Customer (legal entity); are directly or indirectly controlled by the Customer (legal entity); directly or indirectly controlled by the persons who have control over the Customer (legal entity) and/or any of their respective directors, officers, employees, agents or representatives.
- 1.17. **Third Person** means any private person or legal entity, except for the Parties.
- 1.18. **Terrorist Financing** means the activity as defined in the legal acts with the intent to use monetary funds for criminal acts.
- 1.19. **Restricted Party** means a person that is: (i) listed on any Sanctions List or targeted by Sanctions (whether designated by name or by reason of being included in a class of person) or (ii) located in or incorporated under the laws of any country or territory that is the target of comprehensive, country- or territory-wide Sanctions; or (iii) directly or indirectly owned or controlled by, or acting on behalf, at the direction or for the benefit of, a person referred to in (i) and/or to the extent relevant under Sanctions (ii) above; or (iv) in each case, only to the extent (each): a) Party to the Agreement would be prohibited or restricted by Sanctions from: (a) transacting or dealing with (including but not limited to being a party to this Agreement) or (b) otherwise exercising any rights in respect of, or (c) fulfilling any duties or obligations owed to such a person.
- 1.20. Unless otherwise established in the General Rules, the words denoting the singular include the plural, the words of one gender have the same meaning as the respective words of any other gender, the words denoting a person include both legal and other than legal entities, and a reference to the whole means a reference to any part of it; and vice versa (as may be in each particular case).
- 1.21. The headings of items and other provisions of the General Rules are inserted for convenience of reference only and shall not affect the interpretation of the General Rules.

2. Scope of Application

- 2.1. The General Rules apply to the relations between the Parties in respect to the provision of Services where the Services are provided by the Bank's head office or the Bank's outlets established in the Republic of Lithuania.

- 2.2. The specifics of providing individual Services of the Bank may be provided for in the Service Terms and Conditions which are also applicable to the relations between the Parties with respect to the provision of Services.
- 2.3. The fees payable by the Customer to the Bank for the Services are indicated in the Price-list and/or Agreement.
- 2.4. The Customer can get familiar with the General Rules on the Provision of Services and Price-list on the Bank's Internet website and/or at the customer service branches/outlets of the Bank. At the Customer's request, the Bank issues a copy of the General Rules to him.
- 2.5. It is considered that the Customer agrees to accept the General Rules, the Service Terms and Conditions and the Price-list when entering into the Agreement or before starting to use the Services.
- 2.6. In the event of any discrepancy between the General Rules and the Service Terms and Conditions the latter shall prevail. In the event of any discrepancy between the Agreement terms and conditions and the General Rules, the Service Terms and Conditions or the Price-list, the Agreement terms and conditions shall prevail. In the event of any discrepancy between the Lithuanian version of the Agreement, the General Rules, the Service Terms and Conditions and the Price-list and the translated version thereof the Lithuanian version shall prevail.
- 2.7. In case any provision of the General Rules, the Service Terms and Conditions, the Price-list or the Agreement is in conflict with the imperative provisions of the laws of the Republic of Lithuania, such provision shall not be applicable to the relations between the Parties, and all the remaining provisions of the General Rules, the Service Terms and Conditions, the Price-list or the Agreement remain in full force and effect.
- 2.8. The Bank is entitled to amend the General Rules, the Service Terms and Conditions or the Agreements if such amendment to the General Rules, the Service Terms and Conditions or the Agreements is necessary due to replacement or upgrade of the software or hardware used by the Bank, organizational restructuring, changes in the applicable legal acts or adoption of the new ones, or other important reasons. The Bank is also entitled to amend the Price-list at any time. The Bank informs the Customer about these amendments in advance by giving not less than 14 days' notice to the Customer in the manner of the Bank's choice: by sending information on amendments to the Customer by mail and/or e-mail, via facsimile transmission or other means of telecommunication, and/or via Internet banking system, and/or any other means, and/or by publishing that information on the Bank's Internet website, and/or in the daily indicated in the Bylaws of the Bank, and/or in any other means of the mass media. These amendments are binding on the Customer and are applicable to all Agreements entered into between the Bank and the Customer.

3. Customer Identification

- 3.1. Before the conclusion of the Agreement with the Customer or the provision of Services to the Customer the Bank is entitled to identify the Customer, his representative or beneficiary.
- 3.2. Customer identification is performed against the documents and information presented by the Customer as required by the Bank, or in the cases established by the Bank through the use by the Customer of the proof of identity means provided to him. Upon the Bank's demand, the Customer must provide the Bank with the valid documents proving the Customer's, his representative's or beneficiary's identity as required by the Bank. The Bank on its own has the right to verify the identity of the Customer, his representative or beneficiary by using the legal means.
- 3.3. In protection of the Customer's interests, the Bank has the right to refuse to accept from the Customer such identification documents which, to the opinion of the Bank, may be easily forged or documents having insufficient data for personal identification.

4. Representation

- 4.1. When concluding the Agreement or using the Services the Customer may be represented by the Customer's representative, however, in seeking to protect the legitimate interests of the Customer and the Bank, the Bank has the right to demand from the Customer (private person) to make the Agreement or use the Services personally.
- 4.2. The Customer's representative must provide the Bank with a document confirming the authorizations of the representative. The Bank has the right to verify the authorizations of the Customer's representative and the authenticity of identification documents as well as during the verification period temporarily not to effect transactions initiated by the Customer's representatives.
- 4.3. The Customer's representatives indicated in the special forms of documents presented and certified by the Customer, if the completion of such forms is required by the Bank, have the right to dispose of the funds available in the accounts opened by the Customer - legal entity - with the Bank.
- 4.4. In case the respective transaction of the Bank is initiated on behalf of the Customer by the Customer's representative the Bank has the right to contact the Customer in order to receive his confirmation as to carrying out a transaction initiated by the Customer's representative if such confirmation, to the opinion of the Bank, is necessary in order to protect the interests of the Customer (e.g. a large money transfer is initiated and the like). The Customer will not have any claims against the Bank if, after the Bank's unsuccessful attempt to contact the Customer and receive his confirmation, a transaction initiated by the Customer's representative is not carried out.
- 4.5. The Customer must inform the Bank of any change, cancellation or expiration of the authorizations of the Customer's representative on other grounds irrespectively of whether this information has been provided by the Customer to the public registers. Before the submission of such information to the Bank, it is considered that the authorizations of the Customer's representative possessed by the Bank are appropriate and valid unless the Bank itself knew or must have known about change or expiration of the authorizations.

5. Signature of Documents

- 5.1. Unless otherwise established by the Agreements, written instructions, notices given to the Bank or other documents made by the Customer shall be signed by the Customer or his representative.

- 5.2. The Bank has the right to demand that the Customer or his representative signs the Agreement and other documents at the Bank or that the signatures of the Customer or his representative on the Agreement or other documents are notarised.
- 5.3. In case the Customer uses electronic means of payment the Customer's instructions given in the procedure set out in the respective Agreements shall be confirmed by means of proof of the Customer's identity. By their legal power the documents confirmed in that way are equivalent to the documents signed by the Customer.
- 5.4. In the cases set by the Bank the Agreement, other transactions and documents may be signed by the Bank and the Customer by means of an electronic signature. The Bank has the right to issue electronic signature certificates acceptable to the Bank as well as set the formats of documents to be signed using an electronic signature.

6. Documents Submitted to the Bank

- 6.1. Unless otherwise instructed by the Bank, the Customer must provide the Bank with the original copies of documents or their notarised copies.
- 6.2. In case the documents submitted to the Bank are made abroad the Bank has the right to demand that they are legalized except the cases when the international treaties of the Republic of Lithuania establish otherwise.
- 6.3. The documents provided to the Bank must be drafted in the Lithuanian and/or any other language indicated by the Bank. In case the documents being provided to the Bank are prepared in a foreign language the Bank has the right to demand that the same are translated into Lithuanian and/or another language indicated by the Bank by a translator acceptable to the Bank. The Bank has the right to demand the certification of the authenticity of the translator's signature by a notary public.
- 6.4. In the cases established by the Bank, the documents being submitted by the Customer shall be prepared in accordance with the standard forms set by the Bank.
- 6.5. The Bank is entitled to apply to other persons, including the state institutions, with a request to provide the Bank with information possessed by them about the genuineness of documents presented by the Customer and their content. The Customer agrees that the Bank may apply to other persons regarding the verification of the presented proxies, other documents and the information contained therein and waives any claims that the Bank has not executed any instructions given by the Customer or his representatives unless the above-mentioned information has been received.
- 6.6. When concluding, performing and terminating the Agreement, the Customer must provide the Bank with the documents requested by the Bank.

7. Conclusion of Agreements and Provision of Services

- 7.1. The Bank provides the Services to the Customer subject to the conclusion of the respective Agreement on the provision of Services between the Bank and Customer in the procedure established by the Bank.
- 7.2. The form of the Agreements is set by the Bank. In the cases established by the Bank, the Agreements may be made verbally.
- 7.3. In the cases and the procedure established by the Bank the Customer may make the Agreement over the phone. The Agreement made over the phone has the same power as the written Agreement.
- 7.4. Unless otherwise established by the laws of the Republic of Lithuania, the Bank has the right at its discretion and without giving any reason for its refusal to choose persons with whom to enter into or refuse to enter into the Agreement.
- 7.5. Before entering into or refusing to enter into the Agreement, the Bank assesses all information and circumstances known to it.
- 7.6. In case the Agreement is made in both the Lithuanian and a foreign language, in the event of any discrepancies between the Lithuanian text and the text in a foreign language, the Lithuanian version shall prevail.
- 7.7. Unless otherwise provided for in the Agreement, the Agreement is made in two equally legally binding copies, one copy for each Party.
- 7.8. The Bank has the right to suspend the provision of Services or change the procedure for their provision with a notice given to the Customer if such suspension or change of the provision of Services is determined by necessary repairs of the software or hardware, other working tools used by the Bank, elimination of defects, routine maintenance, installation of new software versions, update of the procedures and the like. The Customer will not have any claims against the Bank regarding such suspension of the provision of Services or change of the procedure for their provision.

8. Prevention of Money Laundering and Terrorist Financing. Compliance with the Sanctions

- 8.1. In the implementation of the requirements of the legal acts regulating the prevention of Money Laundering and/or Terrorist Financing and/or in carrying out instructions of the respective competent authorities, the Bank has the right to suspend a suspicious or unusual monetary operation or transaction for the period stated in the legal acts. In this case, the Bank shall not be held liable against the Customer for failure to fulfil contractual obligations and/or any damage or loss suffered by the Customer.
- 8.2. The Bank has the right to refuse to enter into the Agreement requested by the Customer the Customer or the Persons Related to the Customer and/or any of their respective directors, officers, employees, agents or representatives is a Restricted Party and/or is involved in any complaint, claim, formal notice, suit, proceeding or investigation by any regulatory or enforcement authority or third party concerning any Sanctions.
- 8.3. The Bank has the right to refuse to make the Agreement and to terminate the Agreement already made where the Customer:
 - 8.3.1. in the documents submitted to the Bank has indicated misleading information, concealed or failed to provide all the documents or data as required;

- 8.3.2. at the Bank's request, has failed to provide sufficient information and/or documents required personal identification or such information and/or documents provided by him do not meet the requirements established in the legal acts and/or by the Bank;
- 8.3.3. has failed to provide evidence and/or documents to prove the legitimate grounds and/or origin of his money or other assets, and/or other circumstances exist which allow assuming that the person is related to Money Laundering and/or Terrorist Financing;
- 8.3.4. has been in breach of his obligations assumed under agreements entered into with the Bank, any of the Bank group companies, and/or other creditors;
- 8.3.5. by his illegal acts has caused loss to the Bank group companies or persons belonging to them, or a real threat of such loss, or damage to reputation of private persons and legal entities belonging to the Bank group.
- 8.4. The Bank strictly complies with the requirements for the prevention of Money Laundering and Terrorist Financing in all countries where it operates. The services being provided and financial operations being performed comply with the requirements of the Sanctions Authorities as well as with the economic sanctions of the Sanctions Authorities. Considering that in performing the Agreement the Customer must ensure that the Customer and/or the Persons Related to the Customer take no action, make no omission or use (directly or indirectly) any proceeds of the credit, in a manner that: (i) is in breach of Sanctions; and/or causes (or will cause) a breach of Sanctions by the Customer and/or the Persons Related to the Customer and/or the Bank.

9. Submission and Execution of Customer's Instructions Given to the Bank

- 9.1. The Customer gives instructions to the Bank under the Agreement and/or the present General Rules.
- 9.2. At the request of the Customer, the Bank may confirm to have received the Customer's instruction. Such confirmation does not imply that the Bank has executed an instruction received. The Bank is not liable for non-execution of the Customer's instruction in case the instruction cannot be executed due to the reasons beyond the Bank's control or given the grounds for non-execution of the Customer's instructions as established in the Agreement and/or the General Rules.
- 9.3. The Customer is liable for the correctness of data in an instruction given by the Customer. The Bank is not obliged to check the correctness of data in the Customer's instruction, but if it turns out that the data in the Customer's instruction are incorrect the Bank is entitled not to execute the Customer's instruction by giving a notice of that to the Customer.
- 9.4. If the Customer instructs the Bank to transfer funds from the Customer's account opened with the Bank the Customer must ensure that there are sufficient funds in the Customer's account for executing the Customer's instruction and paying the fees for the Service provided to the Customer.
- 9.5. The Bank is not liable for non-execution of the Customer's payment instruction if upon receipt of the Customer's instruction it turns out that there are no sufficient funds in the Customer's account for executing that instruction and/or for paying the Bank charges, or due to the reasons beyond the Bank's control the Bank cannot use these funds for executing the Customer's instruction and/or paying the Bank charges.
- 9.6. The Customer's instructions to transfer money are executed by the Bank based on the beneficiary's account number indicated in the instruction however the Bank at its own discretion may not execute the Customer's instruction in case it turns out that the beneficiary's data indicated by the Customer are inconsistent with the beneficiary's data possessed by the Bank.
- 9.7. Upon receipt of the Bank's consent, the Customer has the right to cancel the instruction given by him when its execution has not yet commenced.

10. Notification and Provision of Information

- 10.1. The Bank's notices and information to the Customer.
 - 10.1.1. The Bank notifies and informs the Customer in the manner chosen by the Bank: by sending notices and information to the Customer by mail and/or e-mail, and/or by other means of telecommunication, by giving notices and information via Internet banking system, through the mass media, on the Bank's Internet website, by telephone, verbally and in other ways.
 - 10.1.2. Unless otherwise agreed between the Parties, notices and documents indicated by the Bank must be collected by the Customer from the Bank in person.
 - 10.1.3. The Customer's contact addresses, telephone numbers as well as other contact details for the purpose of receiving the Bank's notices and other information are specified in the Agreement and/or the Customer's separate notice to the Bank.
 - 10.1.4. The Bank's notices given to the Customer personally are deemed to have been received by the Customer when after sending of such notice a period reasonably required for sending such notice via the corresponding means of communication has passed, i.e.:
 - (i) after 5 (five) Business Days from sending a notice by mail;
 - (ii) on the same day if a notice is sent on the Business Day by e-mail or other means of telecommunication. In case the notices are sent on a non-Business Day such notice is deemed to have been received on the nearest Business Day;
 - (iii) on the other day after publication – where notices and information are published publicly.
 - 10.1.5. In case the Bank provides information and notices to the Customer in connection with the Agreement and/or conclusion thereof verbally (over the phone, etc.) the Bank is entitled to record a conversation.
 - 10.1.6. In the case on the Customer's part in the Agreement there is a plurality of persons (co-borrowers, account and deposit holders, etc.) the Bank is entitled to refer notices and other information to a person whose name is primarily indicated in the respective Agreement on the Customer's part. This person must forward the received information to other persons indicated in the Agreement on the Customer's part.
 - 10.1.7. The Bank informs the Customer about any change in the Bank's address or other contact details indicated in the Agreement.

- 10.2. The Customer's notices and information to the Bank.
- 10.2.1. The Customer gives notices and other information to the Bank in writing to the Bank's address indicated in the Agreement by sending that notice by mail or delivering it to the Bank's representative in person.
- 10.2.2. The notices indicated in the Service Terms and Conditions and/or the Agreements must be given by the Customers to the Bank by telephone or in such other manner as may be indicated.
- 10.2.3. If the Customer provides information and notices to the Bank in connection with the Agreement and/or conclusion thereof verbally (by telephone, etc.) the Bank is entitled to record a conversation.
- 10.2.4. Should the Customer fail to receive the Bank's notices, information or reports it is entitled to receive from the Bank under the Agreement, the Customer must inform the Bank without delay.
- 10.2.5. The Customer must check the information received from the Bank and in the case of revealing any mistakes and discrepancies inform the Bank about that.
- 10.2.6. The Customer must immediately inform the Bank about any change in the Customer's name, surname, title, residence address, registered office address or address for correspondence, telephone numbers, other contact information, the numbers of Customer's accounts, if they are important in performing under the Agreement, any change of the Customer's representatives, expiration of or restriction on the authorizations granted to the Customer's representatives. In case of failure to perform this obligation the Customer cannot have any claims against the Bank that the Bank's actions based on the latest details of the Customer known to the Bank or in respect of the latest representatives of the Customer known to the Bank do not comply with the Agreement terms and conditions, or that the Customer has not received any notices given based on the latest contact details of the Customer known to the Bank.
- 10.2.7. The Customer must immediately submit to the Bank information about any material circumstances relating to the performance of the Agreement and submit any documents evidencing the same, irrespective of whether this information has been transmitted to the public registers including, but not limited to, any change of the specimen signature of the Customer or his representative, initiation and institution of bankruptcy, restructuring proceedings against the Customer (legal entity), Customer's liquidation, reorganization, rearrangement, etc.
- 10.2.8. The Customer must inform the Bank about a loss of the proof of identity means provided to the Customer (passwords, codes, etc.) and a loss of electronic means of payment. In the cases established in the Agreement the Customer must submit that information not to the Bank but another person named in the Agreement and/or the Bank's Internet website or indicated by the Bank to the Customer (e.g. payment card processing centre).
- 10.3. All notices and information provided by the Parties to each other shall be in the Lithuanian language unless otherwise provided in the Agreement.

11. Bank Commission Fees and Other Payments to the Bank

- 11.1. The Customer must pay the Bank the commission fees indicated in the Price-list and/or the Agreement for the use of the Services.
- 11.2. The Customer within the fixed time limits must also repay the Bank the amounts of financing received from the Bank and cover other expenses related to the provision of Services (notary fees, stamp duties, legal expenses, asset valuation fees, fees for making copies of documents and issuing of bank statements, insurance premiums, State charges, etc.). If those charges have been paid by the Bank the Customer must compensate the Bank in the procedure established by the Bank for such expenses incurred by the Bank.
- 11.3. The Bank debits the Bank commission fees from the Customer's accounts indicated in the Agreement and in the case of unavailable possibilities to debit the commission fees from these accounts the Bank has the right to debit them from other accounts opened by the Customer with the Bank. Funds are debited in the currency indicated in the Agreement or any other currency at the exchange rate set by the Bank. The Bank's right to debit the commission fees from the Customer's accounts is valid until full payment of the fees to the Bank. The Customer must ensure that on the due date for payment of the commission fees there is a sufficient amount of money in the Customer's accounts indicated in the Agreement for debiting those commission fees. The Bank debits the commission fees in the sequence of the Bank's choice. The Bank also has the right to demand from the Customer to pay the commission fees in cash or by money transfer to the account indicated by the Bank.

12. Taxes

- 12.1. For the purpose of this section, these taxes include taxes charged by international institutions, state, municipal or other authorities.
- 12.2. The Bank shall not provide tax advice to the Customer. The Customer, on his own or by contracting independent tax consultants, shall make an analysis of the taxes applicable in respect to his jurisdiction and legal form.
- 12.3. If pursuant to the legal requirements the Bank must declare to the state, municipal or other authorities the amounts paid to the Customer and/or deduct any taxes or other mandatory payments to state, municipal or other authorities from the amounts due from the Bank to the Customer, the Bank shall declare the amounts paid to the Customer and/or shall pay to the Customer only such amount which remains after such deduction.
- 12.4. In determining whether the Bank has a duty to declare to the state, municipal or other authorities the amounts paid to the Customer and/or deduct the taxes from the amounts paid to the Customer, the Bank relies on information about the Customer possessed by the Bank. The Customer is held liable for providing the Bank with correct, accurate and complete information about Customer's state of residence for tax purposes, Customer's address in that state and other related information. The Bank is entitled to require the Customer to provide evidence that relevant information is correct. If the Customer has provided the Bank with false information or failed to provide the Bank with information about the Customer's state of residence for tax purposes, Customer's address in that state or any other related information or failed to notify the Bank about changes in relevant information, the Bank is entitled to require the Customer to remunerate to the Bank all direct and /or indirect losses incurred by the Bank due to such improper performance of the Customer's obligations.

- 12.5. If specific legal regulation related to the Customer's state of residence for tax purposes pursuant to the legal acts and/or agreements entered into by the Bank with third parties gives a rise to any additional obligations for the Bank, including without limitation, the obligation to report to the tax or other authorities of the relevant state the information about the Customer and/or the Services provided to the Customer and/or Customer's financial status, and the Bank incurs any expense related to the performance of such obligations, the Customer shall upon the Bank's request reimburse the expenses incurred by the Bank.
- 12.6. The money amounts due from the Customer to the Bank under the Agreement shall be paid without any deductions for taxes of the state, municipal or other authorities however if the laws require such deductions the Customer must increase the amount due to the Bank insomuch that the net amount received by the Bank would be equal to the full amount which the Bank would have received if such deduction had not been made.

13. Priority Order for Repayment of Customer Debts

- 13.1. If the Customer has any debts to the Bank under one or more Agreement and the Bank receives from the Customer an amount less than the full amount payable to it under the Agreement or all Agreements the Bank has the right in its sole discretion to distribute such payment received from the Customer to cover the Customer's debt under one or more Agreements, notwithstanding the payment purpose indicated by the Customer or any instructions given by the Customer to the contrary.

14. Termination. Consequences of Non-performance of the Agreement

- 14.1. The Bank has the right to suspend the provision of Services and/or unilaterally terminate the Agreement in out-of-court procedure by giving a 10-day prior notice to the Customer:
- 14.1.1. in the cases established by the laws, the Agreement, and the Service Terms and Conditions;
- 14.1.2. if the Customer has committed a material breach of the Agreement;
- 14.1.3. if it turns out that the information and documents submitted by the Customer and based on which the Bank has made a decision to enter into the Agreement are misleading and/or incomplete;
- 14.1.4. if the Customer has committed a material breach of any other Agreements entered into with the Bank (not applied to the Customers who are consumers);
- 14.1.5. if bankruptcy and/or restructuring proceedings are initiated or intended in respect of the Customer, the Customer is under liquidation, the creditors of the Customer commence recovery of debts from the Customer, also after discovering that the financial situation of the Customer has essentially deteriorated, the Customer has become insolvent or there occurred any other circumstances likely to have an adverse effect on the Customer's ability to properly perform under the Agreement;
- 14.1.6. the Customer, the Persons Related to the Customer becomes a Restricted Party or fail to ensure that the requirements set out in paragraph 8.4 of the General Rules are met;
- 14.1.7. given other important reasons (In the case where the Customer is a consumer the provisions of this item shall not be applied).
- 14.2. The Customer has the right to terminate the Agreement with the Bank in the cases and following the procedure laid down in the laws, the Agreement, and the Service Terms and Conditions.
- 14.3. In case of the Customer's default on the obligations under the Agreement and/or given the grounds for termination of the Agreement, but irrespective of whether the Agreement has been terminated and irrespective of whether the Customer pays default charges and penalties set in the Agreement for the default on obligations, the Bank has the right:
- 14.3.1. not to provide the Services to the Customer, and/or;
- 14.3.2. to suspend the provision of Services, and/or;
- 14.3.3. to demand additional security for the performance of the Agreement, and/or;
- 14.3.4. with regard to the amounts due from the Customer under the Agreement:
- (i) to demand prepayment;
 - (ii) to recover in the manner prescribed by law;
 - (iii) by debit orders or in another way acceptable to the Bank to debit from the Customer's accounts and deposits with the Bank;
 - (iv) to set off against the Bank's obligations to the Customer;
 - (v) to suspend disbursements from the Customer's accounts or operations with the Customer's securities;
- 14.3.5. to receive data about the Customer, his accounts and other assets from other persons. In the case where the Customer is a consumer the provisions of this item are applicable in the procedure laid down in the legal acts and /or the Agreement.

15. Processing of Customer's Personal Data

- 15.1. The provisions of this section are applicable when the Bank Customer is a private person. The Customer's personal data is any information relating to the Customer whose identity is known or can be identified, directly or indirectly, by reference to such data as a personal number, one or more factors specific to his physical, physiological, psychological, economic, cultural or social identity.
- 15.2. The Customer agrees that the Bank or other persons chosen by the Bank process the Customer's personal data, including, without limitation, his personal number for the following purposes:
- 15.2.1. Verification of data and information submitted by the Customer to the Bank and required for the conclusion of the Agreement and/or the provision of Services;
- 15.2.2. Administration of the Agreement and/or the Services being provided by the Bank to the Customer, control over the performance and accounting of the Customer's obligations;
- 15.2.3. Assessment of the Customer's solvency and debt management – if the Services where it is required to assess the Customer's solvency are being provided to the Customer;

- 15.2.4. Direct marketing of the services and products of the Bank and/or the Bank's group (except a personal number);
- 15.2.5. Performance of the Bank's duties established in the legal acts;
- 15.2.6. For other purposes provided in the legal acts.
- 15.3. The Customer's personal data are stored until the expiry of the Agreement with the Customer and for a period set by the Bank after the expiry of the Agreement, but no longer than permitted by the laws of the Republic of Lithuania. The duration of storing the Customer's personal data used for the purposes of direct marketing is established by the Bank.
- 15.4. The Customer also agrees that in case the Bank has not passed a positive decision to grant a credit or provide other financing services to the Customer the Bank stores and uses the Customer's data (subject to update thereof) for the above-mentioned purposes for the time period set by the Bank, if during the data storage period the Customer repeatedly applied to the Bank for financial services.
- 15.5. For the purposes of assessing the Customer's solvency, verification of documents presented by the Customer, debt management and control over the performance and accounting of the obligations under the Agreement, administration of the Agreement the Bank is entitled to ask that the third parties, including the state institution, provide the Bank with information and data possessed by them about, including without limitation, the Customer's accounts, deposits, other assets, financial liabilities and collaterals as security for the performance of obligations.
- 15.6. The Customer has the right to:
 - 15.6.1. At any time, including at the moment of concluding the Agreement, without any adverse effects on the Customer not to give his consent to data processing for the purpose of direct marketing. The Customer informs the Bank about giving no consent to the processing of his data for the purpose of direct marketing;
 - 15.6.2. In accordance with the laws of the Republic of Lithuania to get familiar with his personal data, demand to correct inaccurate, incomplete and untrue personal information.
- 15.7. The Bank undertakes to take every adequate measure to ensure the Customer's data security.

16. The Bank's Secret

- 16.1. All the information known by the Bank about the following is considered to constitute the Bank's secret:
 - 16.1.1. that the person is a Bank Customer and the Services being provided to him, also the number of accounts held by him;
 - 16.1.2. balances of the funds available in the accounts held by the Customer, payment operations performed or being performed, debts obligations of the Bank Customer to the Bank, circumstances of providing the Services to the Customer, terms and conditions of the Agreement based on which the Services are being provided to the Customer;
 - 16.1.3. The Customer's financial situation and assets, business activities, business plans, debt obligations to or transactions with other persons, the Customer's commercial (manufacturing) or professional secrets.
- 16.2. The information that constitutes the Bank's secret may be provided to the third parties only in the cases provided by the laws and the present General Rules and/or subject to receipt of the Customer's written request or written consent which indicates to whom and what information may be provided.
- 16.3. The Bank has the right to provide the information constituting the Bank's secret to the Bank representatives and the persons who provide services to the Bank if due to the specifics of such services it is necessary to disclose the information constituting the Bank's secret. In this case, the Bank will ensure that those third parties commit themselves not to disclose the information constituting the Bank's secret.

17. Confidentiality

- 17.1. Any information about the negotiations between the Bank and the Customer on the conclusion of the Agreement and/or the provision of Services, the terms and conditions of the Agreement and the terms and procedure for the provision of Services to the Customer, the course of negotiations, information received from the other party in the course of negotiations as well as in the course of performing the Agreement is confidential and shall not be disclosed to other persons without the other party's consent, except for the cases established in the laws of the Republic of Lithuania, the Agreement and the present General Rules.
- 17.2. The Bank has the right to inform the third persons if the Customer fails to fulfil or properly fulfil the obligations stipulated in the Agreement. (In case where the Customer is a consumer the provisions of this item are applicable in the procedure laid down in the legal acts).
- 17.3. The Bank also has the right to provide information about the Customer possessed by the Bank to the companies which are the members of the Bank's group if the Customer applies to the Bank's group companies for the purchase of services or products from them. (In the case where the Customer is a consumer the provisions of this item are applicable in the procedure laid down in the legal acts and/or subject to the receipt of consent from the Customer – natural person).
- 17.4. The Bank has the right to disclose the confidential information to the persons who provide the Bank with services ancillary to the Services being provided by the Bank if due to the specifics of such services it is necessary to disclose the confidential information. In this case,, the Bank shall ensure that those third persons commit themselves not to disclose the confidential information.
- 14.5. Information about the Party is not considered confidential if:
 - 14.5.1. it was already available to the public at the time it is received or become known;
 - 14.5.2. it has become publicly available or known not through the fault of the other party;
 - 14.5.3. it has been received from a third person who obtained that information otherwise than by breach of the obligation of confidentiality;
 - 14.5.4. it cannot be considered confidential in accordance with the laws of the Republic of Lithuania;
 - 14.5.5. it is not considered confidential under a written statement of the party who has provided that information.

18. Security for Fulfilment of Customer's Obligations

- 18.1. The funds available in the Customer's accounts opened with the Bank, deposits, securities, other assets receivable from the Bank, including the Customer's rights of claim against the Bank, are considered to have been provided to the Bank as the security for the fulfilment of the Customer's obligations to the Bank under any Agreement.
- 18.2. If the Customer is a private legal entity, the funds available in the Customer's accounts opened with the Bank, deposits, securities, other assets receivable from the Bank, including the Customer's rights of claim against the Bank, are considered to be financial collateral as defined in the Law on Financial Collateral Arrangements, even if there is no special mention about their status as financial collateral at the moment of transfer thereof (such status is granted by the present General Rules) and are pledged to the Bank in securing the discharge of the Customer's obligations under the Agreement.

19. Unjust Enrichment and Mistakes

- 19.1. The Customer must return to the Bank any money amounts, securities and other assets unreasonably received from the Bank. The Bank has the right, without the separate consent of the Customer, to debit from the Customer's accounts and deposits any money amounts or securities unreasonably received from the Bank.
- 19.2. If in the course of providing the Services incorrect entries have been made by mistake in the Customer's accounts the Bank has the right, without the separate consent of the Customer, to correct those entries.
- 19.3. The Customer must inform the Bank without delay when it finds out about any money amounts, securities or other assets unreasonably received from the Bank or when it finds out about incorrectly performed operations in the Customer's accounts, and/or incorrect entries made in the Customer's accounts.

20. Expiration Date on a Non-business Day

- 20.1. In case the last day before the expiration date of the terms for performing the Customer's - natural person's obligations under the Agreement is a non-Business Day or public holiday the Business Day following that non-Business Day or public holiday is considered to be the expiration date of the term for performing the Customer's obligation, unless otherwise provided for in the Agreement.
- 20.2. In case the last day before the expiration date for performing the Customer's - legal entity's obligations under the Agreement is a non-Business Day or public holiday the Business Day following that non-Business Day or public holiday is considered to be the expiration date of the term for performing the Customer's obligation, unless otherwise provided for in the Agreement.

21. Netting

- 21.1. The Bank has the right of set-off in respect of homogeneous counter-claims of the Customer. The Bank informs the Customer about such set-off.
- 21.2. Without the Bank's consent, the Customer has the right of set-off in respect of homogeneous counter-claims of the Bank, subject to the prior notification given to the Bank, only in the case where the Customer's claims have been approved by court decision if the latter has already entered into force.

22. Liability

- 22.1. The liability of the Parties is established by the Agreement and/or the laws of the Republic of Lithuania.
- 22.2. The Bank is not liable for the Customer's losses resulted through the Customer's fault and/or from lawful actions of the Bank.
- 22.3. The Customer understands that certain Services of the Bank involve risks (e.g. deals on money market instruments, foreign currency, securities, financial futures, and options, etc.). When making such deals, the Customer assumes a possible risk of losses and will not have any claims against the Bank for any losses incurred.

23. Force Majeure

- 23.1. The Party shall not be held liable for default under the Agreement if it proves that the same has occurred due to the circumstances which it could not control and reasonably foresee at the moment concluding the Agreement and that it could not prevent the occurrence of these circumstances or their consequences. The event where the Party to the Agreement has no necessary financial resources or his contrahents default on their obligations is not considered as force majeure.
- 23.2. If any circumstance preventing the performance of the Agreement is temporary, then the Party is released from the liability for a reasonable period taking into account the impact of that circumstance on the performance of the Agreement.
- 23.3. The defaulting Party must notify the other Party of the occurrence of force majeure circumstances and their impact on the performance of the Agreement. If the other Party does not receive this notification within a reasonable period during which the defaulting Party found out or had to find out about that circumstance, the latter must indemnify the losses incurred by the other Party due to the non-receipt of notification.
- 23.4. Due to the existence of force majeure circumstances the Bank does not lose its right to terminate the Agreement and/or suspend its performance, and/or demand early payment of all amounts of financing provided to the Customer and payment of the interest, as well as payment of any other amounts and fees payable to the Bank.

24. Dealing with Customer Complaints

- 24.1. The Customer has the right to submit claims to the Bank regarding the provision of Services.
- 24.2. The Bank will analyse the Customer complaints within a period reasonably required for analysing a specific complaint.
- 24.3. After the analysis of the Customer complaint, the Bank will inform the Customer about its results.

25. Dispute Resolution



25.1. Any disputes arising from the Agreement are settled in accordance with the laws of the Republic of Lithuania and in the courts of the Republic of Lithuania. Notwithstanding the provisions above, the Bank to protect the infringed interests of the Bank, has the right to initiate and conduct cases against the Customer in the place where the Customer resides or has his registered office, assets or any part thereof, affiliate or representative office, including in foreign countries.