

Luminor Bank AB

THE DESCRIPTION OF THE TERMS ON CARDS' ISSUANCE AND USAGE FOR CORPORATE CUSTOMERS

The revision shall be valid from 01/10/2017

These Description of the Terms on Cards' Issuance and Usage for Corporate Customers (N) are applied to the relations of the Parties under the Agreements:

1. *That are concluded between Nordea Bank AB Lithuania Branch and the Customer until 30-09-2017 (inclusive);*
2. *That are concluded between Luminor Bank AB and the Customer starting from 01-10-2017, if there is a reference that Description of the Terms on Cards' Issuance and Usage for Corporate Customers are applied.*

Whereas the Agreement contains references to the General Service Rules of Luminor Bank AB and/or the respective Pricelist (the "Documents") and at the moment Luminor Bank AB has two effective versions of the Documents, which are marked as either (D) or (N), in addition to the provisions of the Agreement, the relations between the Parties under the Agreement shall also be governed by the following:

- *General Service Rules of Luminor Bank AB (N);*
- *If there is reference in the Agreement to the respective Pricelist – respective Pricelist (N).*

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1. DEFINITIONS

- 1.1. **Reporting Period** – the calendar month, during which the information on the Transactions performed with the Card, accrued fees, charges and/or other amounts payable, are included in the Account statement.
- 1.2. **Value Date** – the day when the Bank debits the Bank Account for the amount specified in the Account statement.
- 1.3. **ATM** (automated teller machine) – an electronic device, from which cash can be withdrawn using the Card.
- 1.4. **General Rules** means Luminor Bank AB General Service Rules.
- 1.5. **CVC2 Code** – the 3 last digits indicated at the end of the signature strip of the Card.
- 1.6. **Customer** – means a legal person or a natural person acting under the Application-agreement for the benefit of its business or professional activities, who has concluded an Agreement with the Bank.
- 1.7. **Card** – a personalized electronic payment instrument issued by the Bank, which enables non-cash settlements or cash-out transactions:

- 1.7.1. **Credit Cards:** Mastercard Business and other cards with the maximum Credit Limit defined on the Applicant's request and by the decision of the Bank (hereinafter referred to as the Credit Card, unless specified otherwise);
- 1.7.2. **Debit Cards** (hereinafter referred to as the Debit Card) – Mastercard Business Debit Card, Mastercard Business Debit without insurance Card and other cards with no Credit Limit.
- 1.8. **Card Data** – the Card Number, PIN-code, the period of validity of the Card and the electronic signature code (CVC2).
- 1.9. **Cardholder** – a natural person whom the Bank has issued the Card as per Customer's Application-agreement and at the Customer's risk, and who has been authorized to use the Card (s) within the specified Credit Limit, if any applies. Customer's employees, Customer's owner or other persons specified in the Application-agreement can be specified as cardholders.
- 1.10. **Description of the Card Terms** – this Description of the Terms on Cards' Issuance and Usage for Corporate Customers, which, including all additions and amendments, shall form an integral part of the Agreement.
- 1.11. **Credit Limit** – the maximum borrowing limit stipulated in the Application-agreement and available by the Card(s)
- 1.12. **Limits** – the Usage Limit and the Credit Limit, within which the Bank allows the Cardholder(s) to use the Credit Card(s).
- 1.13. **Mastercard** – the international cards organization Mastercard WorldWide, which is responsible for clearing, settlements, and authorization processes as well as for intermediation in card transactions between the Bank and other banks in Lithuania and abroad.
- 1.14. **Mastercard SecureCode program** – Mastercard program for secure internet transactions with cards.
- 1.15. **Usage Limit** – the maximum total daily amount of Transactions performed with the Card, i.e. payments and cash withdrawal in ATMs, provided by the Bank or the Customer if he submitted a request to change Usage Limit fixed by the Bank.
- 1.16. **Transaction** – payment for goods or services with the Card, cash withdrawal and/or Card balance inquiry.
- 1.17. **Applicant** – the Customer, a legal person or a natural person who acts for the benefit of its business or professional activities, applying to the Bank for the Card (s).
- 1.18. **PIN-Code** – the personal secret identification number assigned to the Holder, known only to her/him, and considered as the signature of the Cardholder confirming the Transaction.
- 1.19. **Application-agreement** – the application, in the standard form of the Bank, submitted by the Applicant to the Bank for the issuance of the Card(s) including all amendments, additions, and appendixes thereto.
- 1.20. **Account** – the account opened with the Bank in the name of the Applicant in euro, which is used for the execution of payment transactions or in which the Applicant's funds are held and/or in which the Credit Limit is granted.
- 1.21. **Account Statement** – the document prepared by the Bank, which provides information on the transactions executed on the Account within one calendar month or another period specified in the Agreement (if any) or the period agreed with the Cardholder and/or the payment demand as well as other charges repayments and other amounts countable during the Reporting period.
- 1.22. **Agreement** – the arrangement regarding the terms on card's issuance and usage concluded between the Bank and the Applicant, which comprises of the Application-agreement, the General Rules, the Description of the Terms of the Cards, the Pricelist as well as amendments, additions and appendixes, and all documents, which are indicated in the Application-agreement as forming an integral part of Agreement.
- 1.23. **Parties** mean the Bank and the Customer.
- Other definitions used in the Description of the Terms of the Cards shall be understood as they are defined in the General Rules except for the cases when a different meaning arises due to the context of the Description of the Terms of the Cards.

2. CARD ISSUANCE

- 2.1. The Agreement shall be concluded, and the Cards shall be issued in accordance with procedure and the terms and conditions defined in the General Rules and the Description of the Terms of the Cards.
- 2.2. An Applicant willing to receive the Card shall submit to the Bank the Application-agreement regarding the issuance of the Card. An Applicant willing to receive the card shall open an Account with the Bank. The Applicant having an Account with the Bank shall have the possibility to obtain the Card by coming to the Customer service unit of the Bank or by sending an Application-agreement regarding the issue of the Card and other certified documents necessary for the issue of the Card to the bank via registered mail.
- 2.3. The applicant shall have the right to specify in the Application-agreement the natural persons to whom he requests to issue the Cards. When signing the Application-agreement, the Applicant shall take all responsibility for all Transactions performed by Cardholder(s) and the proper usage of the Card.
- 2.4. The Applicant's representative shall review the General Rules, the Description of the Terms of the Cards, the Application-agreement, and the Pricelist prior to signing the Application-agreement. By

signing the Application-agreement, the Applicant's representative confirms that he has been properly **authorized** to conclude and sign the Application-agreement, and that the Customer obtains all rights and undertakes to execute all obligations provided for in the General Rules, the Description of the Terms of the Cards, the Application-agreement, and the Pricelist. The Bank undertakes to grant all necessary conditions for the Applicant to access the General Rules, the Description of the Terms of the Cards, the Application-agreement, the Pricelist by making them available at all Bank's Customer service units and/or posting them on the website of the Bank prior to signing the Application-agreement. In case of any contradictions between the General Rules and the Description of the Terms of the Cards or the Application-agreement, the provisions of the Description of the Terms of the Cards and the Application-agreement shall be applied.

- 2.5. The applicant undertakes to submit all the documents required by the Bank and specified in the form of the Application-agreement as well as documents necessary to conclude the Agreement. A person specified by the Applicant in the Application-agreement shall be responsible for the proper fulfilment of the above obligation and communication with the Applicant.
- 2.6. Prior to issuing the new Card, and not later than the 1 (one) month to the Card expiration date in case of the issuance of the new Card, or the issuance of the additional Card(s), the Customer undertakes, upon the request of the Bank, to submit to the Bank the annual financial statement, the balance sheet, the profit(loss) sheet of for the previous financial year (audited, if applicable), which is confirmed by the head of the Customer and the chief accountant's signature and bearing the seal of the Customer (if applicable), which was provided to the Registry of Legal Entities of the State Enterprise Centre of Registers, the Customer's financial statement, the balance sheet, the profit (loss) report confirmed for the last quarter confirmed by the head of the Customer and the chief accountant's signature and bearing the seal of the Customer(if applicable). If the Customer belongs to a group of enterprises, the Bank shall submit a consolidated financial report of the group of enterprises to which the Customer belongs.
- 2.7. During and/or after the issue of the Credit Card, the Bank shall have the right to require that the Cardholder should provide, according to the contents and in form acceptable to the Bank, an instrument securing the performance of the obligations of the Cardholder arising from the Agreement.
- 2.8. At any moment of the validity of the Agreement, the Customer shall have the right to apply to the Bank for the issue of additional cards for other Cardholders of the Customer by submitting an amendment of the Application-agreement or an additional Application-agreement.
- 2.9. A package of additional services can be applied to separate cards, if such services are applied to the issued Card. The description of the additional services shall be handed to the Cardholder alongside with the issued Card. In case of using the additional services, the Cardholder must follow the terms and conditions and the procedure defined by the providers of the additional services. The Customer must pay all fees and other charges applicable for the additional services. The Bank shall have the right to debit the fees and other charges applicable for the additional services from the Account of the Customer. The Bank shall have the right to terminate the additional services or to change the terms and conditions and the procedure of such services. The Bank shall inform about the termination and/or change the additional services in the Bank's Customer service units and/or on the Banks' internet website.
- 2.10. The Limits agreed upon between the Customer and the Bank and specified in the Pricelist and/or the Application -Agreement shall apply for the Card. The Customer shall have the right to request the Bank to increase the Usage Limit by submitting to the bank an application in established form. After the end of the period the Usage Limit is increased, the Usage Limit valid before the right to the increased Usage Limit was granted to the Customer in compliance with the procedure established herein shall apply to the Cardholder.
- 2.11. The Bank shall have the right to refuse to increase the usage Limit. Bank shall not be obliged to indicate the reasons for the refusal to increase the Usage Limit. The Bank shall inform the Customer about the refusal to increase the Usage Limit by phone or via e-mail.
- 2.12. The Bank shall have the right to charge the Customer with an established Usage Limit amendment fee.
- 2.13. If the bank refuses to conclude the Agreement or amends the Limits specified in the Application-agreement (applied for by the Applicant), the Bank shall undertake to inform the Applicant within 7 (seven) Banking days from the date on which the Bank received the Application-agreement signed by the Applicant. If the Bank fails to inform the Applicant within 7 (seven) Banking days about the refusal to conclude the agreement, it shall be considered that the Bank has agreed to issue the Card, and the Agreement shall be considered to have been concluded under the terms and conditions specified in the Application-agreement. The Card shall be issued within 3 (three) weeks from the date, on which the Application-agreement is signed.
- 2.14. The issued Card shall bear the name of the Customer (not more than 20 symbols) and the first name and surname of the Cardholder in the manner indicated in the Application-agreement. In case when the Card does not have enough place for printing the first name and surname of the Cardholder, the Bank puts the first letter of the name and the full surname of the Cardholder. The name of the Customer and the name and surname of the Cardholder are printed in Lithuanian or Latin letters.
- 2.15. The Card and PIN-Code are separately delivered to the Customer via mail. The Card and the PIN-code are sent to the Customer to the address indicated by the Customer. The Cardholder shall sign on the

Card. Prior to putting his/her signature on the Card, the Cardholder shall verify the accuracy of his/her name and surname printed on the Card. Afterwards, the Bank shall not be liable for any direct or indirect damage or losses of any kind, including the expenses of replacing the Card, due to the incorrect indication of the name or surname of the Cardholder on the Card.

- 2.16. If the Customer is registered abroad or does not have any domicile address or correspondence address in Lithuania, then the Customer or its authorized representative shall collect the Card at a Bank's Customer service unit and confirm the receipt of the Card by signing the Application-agreement.
- 2.17. If the Customer does not receive the Card or the PIN-code within 3 (three) weeks from the date on which the Application-agreement is submitted to the Bank, the Customer shall have the right to address the Bank's Customer services unit, to which Application-agreement requesting to issue the Card was submitted. The Card shall be kept in the Bank within 12 (twelve) weeks from the issuance day thereof. If the Customer or the authorized representative of the Customer fails to come to the Bank and collect the Card within this period, the Card shall be destroyed.
- 2.18. The Card can be changed if it has been damaged mechanically, the Customer has changed its name, the Cardholder has changed his/her name, surname as well as when the Customer submits to the Bank the Customer's written consent regarding the replacement of the Card and an application to replace the Card or when a Customer's authorized person submit to the Bank an application to replace the Card. For the issuance of the new Card the replacement fee specified in the Pricelist is charged. The new Card is issued to the Customer after the latter has paid the Card replacement fee and submitted the damaged Card(s) to the Bank. In case of replacement of the Card or issuance of the new Card, the same number of the Card and the PIN-code apply, except for the cases when the Card has been lost.
- 2.19. Each Card shall have an individual expiry date, which does not depend on the validity of any other cards issued to the Cardholder. The validity period of the new Card shall be written on the Card. The Cardholder shall have the right to use the Card until the end of the validity period of the Card. The Card shall be considered to be invalid on the day following the last day of the year and month indicated on the Card. From that day onwards, the Card cannot be used and must be returned to the Bank **or destroyed**.
- 2.20. After the expiry of the Card, the Bank shall issue the new Card of the same type for a period specified for cards of this type which is on the issuance date of the Card. The validity period of the new Card shall be written on the Card. The Agreement shall be considered as have been extended for the period of validity of the new Card.
- 2.21. The Bank shall have the right to refuse to issue the new Card without indicating any reasons for the refusal. The Bank shall inform the Customer about the refusal to issue the new Card by providing a notice by e-mail or telephone if it is specified in the Application-agreement, or via Netbank, if the Customer has concluded with the Bank an agreement on internet banking services.
- 2.22. If the Customer does not like the new Card of the same type to be issued after the expiration date of the Card and/or the Agreement to be extended, he/she must provide the Bank with a written refusal, which should be received by the Bank not later than 1 (one) month before the expiration date of the Card. If the refusal of the Customer is not received by the Bank within the fixed time period, it shall be considered that the Customer has agreed to extend the Agreement for a new period as specified in Clause 2.20.
- 2.23. If the Agreement is not extended and the new Card is not issued, the Cardholder shall be obliged to return the expired Card(s) to the Bank.
- 2.24. In case of issuing the new or replacing the lost Card with a new one, the Customer undertakes to pay to the Bank the fee specified in the Pricelist according to the order established herein.

3. ADDITIONAL SERVICES

- 3.1. With the Customer's consent the additional service package may apply to individual Cards, if such services are provided to the issued Card. Description of such additional services shall be handed to the Customer together with the Card or shall be explained verbally. While using the additional services, the Customer and/or the Cardholder shall comply with the Description of Terms set by the providers of such additional services.

4. USAGE OF THE CARD

- 4.1. It is prohibited to damage, modify or reproduce the Card. Only the person whose name, surname, and signature appear on the Card shall have the right to use the Card.
- 4.2. The Card shall grant the right to execute Transactions in commercial enterprises/companies, on the Internet as well as in ATMs marked with the signs of Mastercard including Mastercard.
- 4.3. When executing Transactions with the Card in the ATM, the Cardholder must accurately follow the instructions provided in the ATM.
- 4.4. The Cardholder shall submit a personal identification document or enter the PIN-Code, if that is required by the person accepting the payment for services or goods by the Card.
- 4.5. The Cardholder shall undertake to use the Card and the PIN-Code as well as other data of the Card in accordance with the provisions of the Agreement. The Cardholder has to take sufficient care to prevent the Card and/or the data of the Card from being passed to third persons, not to leave the Card in the ATM, to remember the PIN-Code, not to write it on the Card, to keep the PIN-Code separately from the

- Card, not to write the PIN-Code and other data of the Card in a notebook, on paper or other items, not to enter it into a mobile phone, to destroy the envelope containing the PIN-Code, not to disclose the PIN-Code and other data of the Card to third persons, and to take other measures in order to prevent third persons from using the Card and other data of the Card and to ensure its secrecy.
- 4.6. The Customer shall be liable for all Transactions with the Card performed by using the PIN-Code.
 - 4.7. If the correct PIN-Code was used when executing the Transaction, the Bank shall presume that the person who used the PIN-Code acted according to the will of the Cardholder even if the person who used the correct PIN-Code was not the Cardholder.
 - 4.8. The Customer shall grant to the Bank the right to debit from the Account the amounts withdrawn or paid with the Card(s), if the Cardholder:
 - 4.8.1. has signed a document confirming the execution of the Transaction with the Card;
 - 4.8.2. confirmed the Transaction by entering the PIN-Code, or the chip of the Card was read in service points, where a chip card reader is equipped;
 - 4.8.3. provided the data of the Card and/or his/her own data by telephone, post, or the Internet to service providers such as hotels, rent companies, Internet sites and other institutions, where card settlements are possible without providing the Card itself. The Cardholder must keep the confirmation of ordering the goods or services received from the service provider electronically until he receives the Account Statement;
 - 4.8.4. for making the settlement with the Card via the internet indicated the number of the Card and the CVC2 Code of the Card or authorized the operation via the Bank's Netbank or other means of authentication provided by the bank in case a merchant or a service provider being the beneficiary of the operation is participating in Mastercard SecureCode program.
 - 4.9. The Cardholder shall confirm, in the manner specified in Clause 4.8., the execution of the Transaction and the correctness of the amount of the Transaction, thus placing the responsibility on the Customer.
 - 4.10. When paying for the same product or service, the Cardholder shall sign only on one purchase bill.
 - 4.11. Providers of car rent, accommodation and other services shall have the right to add retroactively the expenses related to fuel, telephone calls, minibar and other similar expenses to the purchase bills/invoices without further confirmation of the Cardholder in accordance with the generally accepted practice.
 - 4.12. The Cardholder must keep documents (copies thereof), which were signed by him/her when executing the Transaction and which confirm the execution of the Transaction, for a period not shorter than until the date of receipt of the Account Statement in which the Transaction was included, and in case of establishing any discrepancies in the Account Statement, or in case of any claims, until the claim has been considered.
 - 4.13. In case the wrong PIN-Code is entered three times when using the Card, the Card shall be withheld or blocked.
 - 4.14. If the Cardholder forgot his/her PIN-Code, or there are any suspicions that it came to notice of third persons, the Bank, on the basis of a written application of the Cardholder, shall provide the Cardholder with the new PIN-Code. The change of the PIN-Code or provision of the new PIN-Code shall be subject to the fees specified in the Pricelist.
 - 4.15. In case when it has been established or is suspected that the Card is used not in accordance with the intended purpose, the usage of the Card shall be restricted and/or the ATM shall withhold the Card, and the person entitled to receive payments for goods and services with the Card shall be entitled to confiscate the Card. In such cases, the Customer shall grant the Bank the right to debit the Account for the confiscation fee and to pay it as specified in the Pricelist.
 - 4.16. The Card may not be used if it was lost and found afterwards, was blocked by the Bank, or expired.
 - 4.17. The Bank shall not be liable for any fraud or any other unlawful actions or Transactions executed with the Card both on the Internet and in other servicing points of the Cards or in ATMs. The Bank shall not be liable for any errors and inaccuracies of the service company as well as for the quality of the goods/services purchased with the card or the inability to service the Card(s).
 - 4.18. The Card is the property of the Bank. The Card must be returned to the Bank after expiry thereof or destroyed.
 - 4.19. The Bank has the right to limit transactions in risky countries. List of risky countries is published on the website of the Bank. The Customer or the Cardholder who is travelling to the countries which are listed on the website, must inform the Bank at least 1 (one) Banking day before the trip by phone or internet bank and indicate the trip period, in which countries and to which Card limitations shall be temporarily removed. The Customer will be liable for the correctness of the period and for the all transactions made by the indicated Card in the indicated countries.
 - 4.20. In case a merchant or a service provider is participating in Mastercard SecureCode program and the Cardholder is making settlement via the internet, the Cardholder shall be authenticated via the Bank's Netbank or other means of authentication provided to the Cardholder by the Bank. If the Bank's Netbank service is not rendered to the Cardholder and/or other means of authentication is not provided by the Bank, the Cardholder shall not be able to perform such operation with the Card.

5. USAGE TERMS OF SEPARATE TYPES OF THE CARDS

5.1. For the Debit Cards:

- 5.1.1. The Applicant willing to receive a Debit Card shall open a special separate Account with the Bank. All the Debit Cards applied for by the Applicant shall be related with one special account of the Applicant or on the Applicant's request a separate special Account shall be opened for each Cardholder on behalf of the Customer.
- 5.1.2. The Bank shall pay no interest on a positive balance on the Account unless otherwise agreed with the Bank.
- 5.1.3. After receiving information on the Transactions with the Debit Card, the Bank shall immediately debit from the Account of the Customer the amounts of the Transactions as well as the fees related to the execution of the Transaction if they apply.
- 5.1.4. Other charges and fees applicable to the Debit Card shall be debited from the Account on the day when the services of the Bank were provided.
- 5.1.5. When using the Debit Card, the Cardholder shall have the right to perform Internet money transfers.

5.2. For the Credit Cards:

- 5.2.1. In case of issuance of the Credit card, a special virtual account related to the Credit Card with a Credit Limit shall be opened with the Bank.
- 5.2.2. Unless it is stated otherwise in the Application-agreement, the Credit Limit shall be granted for the period from the day of issuance of the Credit Card to its expiration date.
- 5.2.3. Together with the Application-agreement the Customer submits to the Bank the decision concluded by the Customer's authorized persons about the requested total Credit Card Limit as well as the distribution thereof among the Cardholders.
- 5.2.4. The Cardholder must not exceed the Credit Limit granted to him.
- 5.2.5. The Credit Limit restores on the 1 (first) day of each month. The part of the Credit Limit used in the previous month shall be covered from the funds of the Account.
- 5.2.6. The Bank shall produce a general Account statement for all the Customer's issued Cards and separate Account statements of each Card to the Customer about all the Transactions performed by each Cardholder in the previous month.
- 5.2.7. The Account statement submitted to the Customer shall specify the Value Date, on which the Bank has the right to debit from the Account the amount specified in the general Account statement. This Value Date shall be the 15th (fifteenth) day of the current month or the first following Banking day if the 15th (fifteenth) day of the month is a non-working day of the Bank.
- 5.2.8. Other fees and charges applicable to the Credit Card, provided that they apply for the Transactions executed and services of the Bank provided during the previous month, shall also be debited from the Account on the Value Date, except the fee for the issuance of the Credit Card.
- 5.2.9. If there are not enough funds in the Account to perform settlements, the Bank shall have the right to use the provided Credit Limit to cover these amounts.
- 5.2.10. The Bank shall not pay any interest for the positive balance of the Account, which the Credit Limit has been granted.

6. SETTLEMENTS FOR THE TRANSACTIONS PERFORMED WITH THE CARD

- 6.1. The amount of the Transaction being executed shall be reserved on the Account, and afterwards, when the Bank receives information on the executed Transaction, the amount of the executed Transaction shall be debited from the Account.
- 6.2. Mastercard shall convert the currency of all Transactions executed with the Cards in currency other than euro into the settlement currency of the Bank (Euros) at the currency exchange rate effective on the date of debiting of the Account. Mastercard and the Bank shall apply the fees for the currency conversion. The Bank shall apply currency conversion margin indicated in the Bank's pricelist to all transactions made in other currency than Euro. The currency conversion fees applied by Mastercard and the Bank margin shall be included in the currency exchange rate applicable to the currency exchange Transaction and shall not be separately debited or seen in the Account Statement.
- 6.3. The currency exchange rate on the day of debiting the amount of the Transaction may differ from the currency exchange rate on the day of executing the Transaction. When the Bank receives information on the Transaction executed with the Card, the amounts of the executed transactions shall be usually debited from the Account within one month from the execution of the Transaction.
- 6.4. The fees specified in the Pricelist shall be applied for the cash withdrawal from the ATMs.
- 6.5. The Bank shall have the right to allow the Cardholder to withdraw cash in the ATMs or other points, where cash withdrawal with the use of the Card is possible, without checking whether the funds available on the Account are sufficient for paying the commission fees and other fees of the Bank. In such cases

of cash withdrawal, the Account shall show the balance without reducing it by the fees related to the Transaction being executed.

- 6.6. When executing the Transactions with the Card, the Bank shall reserve the amount of the funds of the Transaction on the Account. Payments or cash withdrawal with the Card, within the limits established by the Bank, shall be possible without checking the balance of the funds on the Account (offline mode). In such cases, the amount of the funds shall not be reserved on the Account, and the data on the Operation shall be processed and the amount of the Transaction shall be debited from the Account when the Bank receives information on the executed Transactions.
- 6.7. The Customer shall ensure that no unauthorized overdraft is on the Account when performing payment obligations arising from the Transactions with the Card. In case the funds on the Account are insufficient or there is an unauthorized overdraft on the Account, the Bank shall have the right, in the procedure defined by the General Rules, to charge a default interest, the amount of which shall be specified in the Pricelist.

7. ACCOUNT STATEMENT:

- 7.1. The Account Statement shall be presented in the manner specified in the Application-agreement.
- 7.2. The Bank shall produce and submit to the Customer a general Account Statement about the Transactions executed by all the Cardholders, whereas in Case of Credit Card each Cardholder shall receive individual Account Statement for the Accounting Period. The Account Statement shall be prepared for each previous calendar month, and it shall provide information on the Transactions executed with the Card, regarding which the Bank received information by the last day of the previous (reporting) month, and in case of Cardholders of the Credit Cards, also the interest accrued for the previous month, other fees and charges. The general Account Statement and Account Statements prepared for each Cardholder shall be sent to the Customer in the manner agreed upon with the Customer.
- 7.3. The Account Statement shall be prepared as follows:
 - 7.3.1. **for the Debit Cards** – the first Banking day of the current month;
 - 7.3.2. **for the Credit Cards Charge** – by the 5th (fifth) Banking day of the current month;
- 7.4. In case when the Customer did not receive the Account Statement, the Customer shall be obliged to inquire and address the Bank regarding receipt of a duplicate of the Account. The duplicate of the Account Statement can be obtained in any branch office of the Bank.
- 7.5. The fact that the Customer did not receive the Account Statement shall not release it from the obligation to make all payments provided for in the Agreement.
- 7.6. If the Cardholder returns the Card to the Bank prior to the expiry thereof, the Cardholder shall not have the right to require repayment of the fees and other charges already paid to the Bank.

8. DEBITING OF AMOUNTS PAYABLE:

- 8.1. The Customer must ensure that a sufficient amount of funds would be available on the Account on the Value Date, on the day of debiting the amounts of the Transactions and/or day of executing any other payment liability according to the Agreement, and that the corresponding amounts payable could be debited in a proper and timely manner in accordance with the terms and conditions of this Agreement, and that there would be no unauthorized overdraft of the Account. In case there is an unauthorized overdraft on the Account, the Bank shall have the right, in the procedure defined by the General Rules, to charge a default interest, administration fees and/or other charges.
- 8.2. The Bank shall debit the Card fees from the Card-related Account in accordance with the following timeframe:
 - 8.2.1. the Card issuance fee for the Debit Card – on the day when the Card was ordered via the banking system;
 - 8.2.2. the Card issuance fee for the Credit Card – the issuance fee shall be included in the first Account statement and debited from the Account on the Value Date;
 - 8.2.3. the annual and/or monthly Card administration fee for the Credit Card shall be included into the first Account statement issued after the order of the Credit Card, and the annual fees shall be debited annually from the Account (the Credit Limit) on the last Banking day of the corresponding month when the Card was issued/the service was ordered;
 - 8.2.4. The annual fees for the Debit Card – on the last day of the calendar month when the debit Card was ordered.
- 8.3. The Customer shall entitle the Bank to debit its Account (the Credit Limit granted on the Card if there are no deposited funds on the Account or, if the funds on the Account are insufficient, from all and any accounts of the Customer opened and held in the Bank, in all currencies, after deduction of currency exchange fees (if applicable)) for the amounts of the Transactions executed with the Card, fees and dues applicable to the Card(s) and to the Transactions with the Card(s) as well as commission fees for the services related thereto as specified in the Pricelist including the annual fee for the amount of the

used Credit Limit (or a part thereof), interest on the used Credit Limit, the default interest, any other fees and all other amounts payable by the Customer to the Bank as specified in the Agreement including regular repayments of the used Credit Limit, without any separate **order** of the Customer.

- 8.4. The Bank shall also have the right granted to the Bank by the Customer, in case the amount of funds on the Account is insufficient, in the cases provided for in the General Rules, without any **order** of the Customer, to debit the aforementioned amounts from other accounts of the Customer, after deduction of currency exchange fees, or from the deposit account held as the instrument securing the performance of the obligations of the Customer.

9. LOSS OF THE CARD OR THE PIN-CODE. BLOCKING THE CARD

- 9.1. The Bank shall block the Card in case there has been a notice about the loss of the Card, disclosure of the PIN-Code to a third person, or there are sufficient grounds to believe that third persons may become aware or became aware of the PIN-Code or other data of the Card. The Bank shall also have the right to block the Card in other cases and on other grounds stipulated by the Description of the Card Terms and the General Rules.
- 9.2. The disclosure of the data of the Card (Card number, PIN-Code, Card validity period and the electronic signature code (CVC2)) is prohibited, and the Bank shall not be liable for fraud or other illegal actions or Transactions executed on the Internet.
- 9.3. If the Cardholder loses the Card, or the PIN-Code or other data of the Card became known to a third person, the Cardholder shall urgently report the event to the Bank in the Bank's branch office, or to the Bank or to the persons authorized by the Bank for the provision of the services of blocking the Cards by the following telephone numbers: +370 5 2331199, +370 5 2151177 or +370 698 21000 (round the clock), +370 5 2361 371 (on the working hours of the Bank) with indication of his/her name and surname, password, the number of the Card, and the date of birth. After the verbal notice, the Customer and/or the Cardholder shall be obliged to present to the Bank a written notice in a branch office of the Bank within 10 (ten) days. The Customer and/or the Cardholder, upon demand of the Bank, shall provide to the Bank the circumstances of the loss of the Card and/or disclosure of the PIN-Code to a third person.
- 9.4. If the lost Card is found, it shall not be used and must be returned to the Bank **or destroyed**. If the Cardholder failed to return the Card, the Customer shall be liable for all the Transactions executed with the Card.
- 9.5. The Bank shall not be liable for any direct or indirect damage or losses incurred by the Cardholder due to the blocking of the Card if incorrect or false information was provided to the Bank or an authorized person thereof.
- 9.6. The Bank shall charge Card blocking fee in case a Card was lost or stolen, as well as the fee for a Card replacement indicated in the Bank's pricelist.
- 9.7. In case the Customer and/or Cardholder discovers that the Card is or may be used unlawfully and/or in a manner contradicting the terms of the Agreement, and/or suspects that the Card and/or Card's data is possibly stolen or otherwise used and/or available for use by the persons other than Cardholder, the Customer and/or Cardholder shall be obliged to notify thereof the institutions performing pretrial investigation functions according to the procedure set in the legal acts, and, on the demand of the Bank to provide to the Bank respective official certificate.

10. RIGHTS AND OBLIGATIONS OF THE BANK, THE CUSTOMER AND THE CARDHOLDERS

- 10.1. The rights and obligations of the Customer, Cardholder and the Bank shall be established in the General Rules, the Description of the Terms of the Cards, the Application-agreement, and other documents of the Agreement.
- 10.2. The Customer:
- 10.2.1. must ensure that the total amount of the Transactions would not exceed the Limits;
- 10.2.2. must ensure a sufficient balance on the Account in order to enable the execution of all payment obligations arising from the Transactions with the Card, and to pay the Bank's charges and fees;
- 10.2.3. must ensure a sufficient amount of funds on the Account for Transactions with debit Card(s) and/or other payments in accordance with the Terms of the Cards and a sufficient amount of funds on the Account for the Value Date in order to avoid exceeding of the Credit Limit and/or to ensure covering of the used Credit Limit as of the Value Date, and to enable the Bank to debit the amount equal to the amount of the executed Transactions and the Transaction fees as well as other fees and charges of the Bank specified in the Pricelist, and to prevent unauthorized overdraft on the Account;
- 10.2.4. shall supplement, not later than the Value Date, the Account, where the Credit Limit is granted, by an amount not less than necessary for covering the monthly repayable credit and to ensure the availability of such funds on the Account on the Value Date;

- 10.2.5. shall be liable and must settle for all the Transactions executed with the Card(s) during the validity period of the Agreement;
- 10.2.6. shall be liable for the execution of all the obligations assumed in accordance with the Agreement and arising from the Transactions with the Card(s). The Customer shall be liable for each Transaction, which was executed by it or the Cardholder as well as for the fulfilment of the obligation of each Cardholder;
- 10.2.7. shall agree to provide information on the income of the previous year/quarter and other financial information or documents specified by the Bank in the manner specified by the Bank, once a year upon requirement of the Bank, or more frequently if the Bank has any doubts regarding the solvency of the Customer. The Customer must provide this information and the documents to the Bank within 14 (fourteen) calendar days from the day of receipt of such requirement of the Bank. Failure to provide information specified in this Clause shall be considered to be a material breach of the Agreement and shall form the ground for unilateral termination of the Agreement by the Bank;
- 10.2.8. shall undertake to keep the number of the Card in such a manner that in case of loss of the Card or disclosure of the PIN-Code to a third person, the number of the Card could be immediately reported to the Bank or the person specified and/or authorized by the Bank for the purpose of blocking the Card;
- 10.2.9. shall entitle the Bank to provide information to the company providing the Card blocking services (including the local card organization UAB Worldline Lietuva) and/or Mastercard and/or the Bank of Lithuania and/or UAB Opus Capita and/or another company providing services of the preparation/dispatch of documents including the invoices (reports) and Account Statements, personalization and insurance of cards and insurance cards, the services of which are used by the Bank, about the Customer and/or the Cardholder, the Agreement, and execution and termination thereof;
- 10.2.10. in case of improper execution or failure to execute the payment obligations of the Customer in accordance with this Agreement, the Customer and the Cardholder shall agree and entitle the Bank to disclose information on the Customer, Cardholder and/or the terms and conditions of the Agreement and the obligations of the Customer and the Cardholder in accordance with them to any third persons as well as to the public and/or to collect information on the Customer, Cardholder from third persons to the Bank directly or by using the services of the third persons;
- 10.2.11. shall undertake to ensure that the Customer and the Cardholder will not infringe any other terms and conditions specified in the Agreement.
- 10.3. The obligation of the Parties to adhere to the confidentiality obligations shall be provided for in the General Rules.

11. RESPONSIBILITY OF THE PARTIES

- 11.1. The Customer shall be fully liable for the Transactions with the Card executed by a third person, who had a possibility to use the Card and/or data of the Card, as well as for the damages incurred by the Customer due to unauthorized Transactions with the Card in the following cases:
 - 11.1.1. the Customer, the Cardholder passed the Card to a third person and/or disclosed to a third person the PIN-Code and/or other data of the Card, or the Customer, the Cardholder lost otherwise the Card/or the data of the Card or did not comply with requirements specified in the Agreement;
 - 11.1.2. failure to inform about the loss of the Card as specified in the Description of the Terms of the Card and the General Rules;
 - 11.1.3. the Cardholder failed to adhere to the requirements specified in the Description of the Terms of the Card.
- 11.2. The Bank shall not be liable for any damage or losses that arose to the Customer or the Cardholder due to circumstances beyond the control of the Bank or due to the inability of the Cardholder to use the funds available on the Card. The liability of the Bank shall be defined in the General Rules.
- 11.3. The Bank shall not be liable for any errors or inaccuracies of a company, which is entitled to accept payments with the Card for goods and services, mistakes or inaccuracies, as well as for the quality of the goods/services acquired with the Card or any disorders in servicing the Card(s).

12. CLAIMS

- 12.1. A claim must be presented in writing. Any claims of the Cardholder related to the Transactions with the Card, the Account Statements alongside with purchase bills and other proofs shall be presented to the Bank immediately; however, in any case, not later than 20 (twenty) days from the day on which the Account Statements are prepared. If no purchase bills or other evidence have been submitted to the Bank, the claim shall not be considered. Claims shall be considered in the procedure defined in the General Rules.

- 12.2. The Customer shall reimburse the Bank for costs and fees related to the recovery of the Credit Limit, the interest on the Credit Card, and other indebtedness under the Agreement. Costs related to the resolution of disputes or differences in court as well as to consideration of claims, when it is necessary to address Mastercard or other intermediaries, which provide the services related to the maintenance of the Card and processing of the information on the Transactions to the Bank, in relation to the receipt of proofs or consideration of the claim, shall be paid by the defaulted party.

13. AMENDMENT AND TERMINATION OF THE AGREEMENT

- 13.1. Any applications of the Customer regarding amendment of the terms and conditions of the Agreement (the Limits and etc.) must be submitted to the Bank in writing. Amendments to the Application – agreement shall come into force when the Bank has approved corresponding applications of the Customer.
- 13.2. The Application – agreement can be amended only by written agreement of both Parties. The right of the Bank to unilaterally amend the Agreement (including that in relation to separate parts thereof such as the Description of the Terms of the Card, the General Rules, and the Pricelist) shall be specified in the General Rules.
- 13.3. The Agreement shall be effective until the Agreement has been fulfilled to the fullest extent and/or the Agreement has expired on other grounds.
- 13.4. The Customer shall have the right to terminate the Agreement at any time by submitting a written notice to the Bank.
- 13.5. The Bank shall have the right to immediately terminate the Agreement in any of the cases specified below:
 - 13.5.1. The Customer failed on time pay to the Bank any amount payable in accordance with the Agreement, and the amount remains outstanding for 5 (five) Banking days, or an unauthorized overdraft appears on the card, which is not covered within 5 (five) Banking days;
 - 13.5.2. the Customer provided the Bank with essentially misleading information or concealed information, which affected or may affect the issuance of the Card(s);
 - 13.5.3. the financial status of the Customer deteriorated significantly (e. g. loss of permanent income or considerable reduction thereof etc.) (only in case of the issuance of the Credit Cards);
 - 13.5.4. the Customer failed to timely repay a debt or failed to fulfil other obligations toward the Bank or a part thereof (only in case of the issuance of the Credit Cards);
 - 13.5.5. the Account of the Customer is blocked, or withdrawal or transfer of funds is suspended in the procedure specified by the laws of the Republic of Lithuania, or the assets are arrested;
 - 13.5.6. the Customer and/or fails to observe the terms and conditions other than specified in Clause 13.5 and fails to remedy the breach within 10 (ten) calendar days;
 - 13.5.7. the Customer is reorganized, liquidated, has been declared insolvent or has suspended payments.
 - 13.5.8. If the Bank fails to receive requested deposit amounts in relevant currency within a relevant period in the inter banking market in the ordinary course of business, the Bank shall inform the Customer with a relevant notice as soon as possible, suspends the usage of the Credit Limit and requires to cover all the liabilities to the Bank within 7 (seven) days. In the case, the Bank shall have the right to suspend the Agreement.
 - 13.5.9. on other grounds provided for by the General Rules.
- 13.6. When the grounds provided for in Clause 13.5 exist, the Bank shall also have the right to block the Card and the Account.
- 13.7. By the day of the termination of the Agreement, the Customer must fulfil all outstanding payment obligations towards the Bank in accordance with the Agreement.
- 13.8. Upon submission of the notice regarding the termination of the Agreement by the Customer, the Cards issued to the Holder(s) of the Card shall not be used any longer and shall be blocked. The Cards issued to the Cardholder(s) must be returned to the Bank alongside with the notice regarding the termination of the Agreement or shall be destroyed.
- 13.9. The Bank shall inform the Customer about the termination of the Agreement 7 (seven) days in advance, and the Customer shall be obliged to return the Card and to fulfil all outstanding obligations towards the Bank within this period of time. The obligations specified in the Agreement shall be considered as have been fulfilled when the Customer has settled for all the Transactions by the Cards and paid for all the charges and fees provided for in the Agreement, including the Pricelist, applicable to the Cards and/or the Transactions executed with the Cards, and the Card(s) has (have) been returned to the Bank. The obligation of the Customer to pay all debts to the Bank shall survive until fulfilment of all the obligations under all the Transactions executed with the Cards as well as payment of other charges and fees to the Bank under the Agreement.
- 13.10. The Cards must also be returned to the Bank immediately when the validity period thereof expires or when the Agreement is terminated or they must be destroyed.

14. SUBMISSION OF THE NOTICES

- 14.1. Notices to the Customer shall be presented in the procedure defined in the Agreement. All information of the Bank shall be presented to the Customer, and this shall be considered to be proper provision of information to the Customer. The Customer must inform the Cardholder about all notices/information submitted by the Bank to the Customer.
- 14.2. The Customer with the Credit Card(s) shall submit the Customer's confirmed annual statements with annexes and the auditor's report (if applicable) signed by the head of the company and the chief accountant and sealed (if it is applied to the company) within 4 (four) months from the end of each relevant financial year as well as any other financial information about the Customer's activities, which may be reasonably requested by the Bank, unless otherwise specified in this Description of the Card Terms.