

## Luminor Bank AB General Rules on the Provision of Services of the Bank (D)

These General Rules on the Provision of Services of the Bank (D) apply to the relations between the Parties in respect of the provision of Services under Agreements made between the Bank (current name – Luminor Bank AB, previous name – AB DNB bankas) and the Customer:

1. concluded until September 30, 2017 (inclusive);

2. concluded on or after October 1, 2017, provided that such Agreements (or annexes thereof) indicate that General Rules on the Provision of Services of the Bank (D) are applicable.

This version of General Rules on the Provision of Services of the Bank enters into force on May 25, 2018.

### 1. Definitions used in the General Rules

- 1.1. **Bank** means Luminor Bank AB, code 112029270, with its registered office at Konstitucijos ave. 21A, LT-03601 Vilnius, the Republic of Lithuania.
- 1.2. **Bank's Internet website** means the Internet website of the Bank at the address [www.luminor.lt](http://www.luminor.lt).
- 1.3. **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.
- 1.4. **General Rules** means the present General rules on the provision of services of the Bank.
- 1.5. **Business Day** means is a calendar day, except public holidays and weekends (Saturdays and Sundays).
- 1.6. **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.
- 1.7. **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, business customers or given other names in the Agreements, the Service Terms and Conditions, the Price-list or other documents.
- 1.8. **Service Terms and Conditions** means the terms and conditions for the provision of specific Services.
- 1.9. **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.
- 1.10. **Sanctions** means any laws, regulations or orders applicable to the Customer and/or to any other Persons Related to the Customer and/or to the Bank concerning any trade, economic or financial sanctions or embargoes.
- 1.11. **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.
- 1.12. **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.
- 1.13. **Agreement** means an agreement made by and between the Bank and the Customer for the provision of Services to the Customer.
- 1.14. **Parties** means the Bank and Customer.
- 1.15. **Person Related to the Bank** means a person directly or indirectly controlled by the Bank; or a person who has direct or indirect control over the Bank; or any other person directly or indirectly controlled by the same person which has direct or indirect control over the Bank.
- 1.16. **Person Related to the Customer** means a person which has direct or indirect control over the Customer (legal entity); a person directly or indirectly controlled by the Customer (legal entity); a person directly or indirectly controlled by the person which has 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 entity, 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 paragraphs and other provisions of the General Rules are inserted for convenience of reference only and do 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 of 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 also apply to the relations between the Parties with respect to the provision of Services.
- 2.3. The fees and charges 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, the Service Terms and Conditions and the 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 apply. 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 apply. 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 prevails.
- 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 is 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 Agreements if such amendment to the General Rules, the Service Terms and Conditions or 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 of these amendments in advance by giving at least 14 days' prior 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 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 beneficial owner.
- 3.2. The Customer's, his representative's or beneficial owner's identification is established 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 means to confirm identity as 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 beneficial owner'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 beneficial owner 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 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 carry out 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 approval for carrying out a transaction initiated by the Customer's representative, if such approval, 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, in case of its failure to contact the Customer and receive his approval, a transaction initiated by the Customer's representative will not be 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 irrespective of whether or not this information has been submitted 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 in 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 sign the Agreements and other

documents at the Bank or that the signatures of the Customer or his representative on a document are certified by a notary public.

- 5.3. In case the Customer uses electronic means of payment the Customer's instructions given under the procedure set out in the respective Agreements shall be confirmed by the means to confirm the Customer's identity. By their legal power the documents confirmed in that manner are equivalent to the documents signed by the Customer.
- 5.4. In the cases set by the Bank the Agreements, 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 notarized 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 with the exception of 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 submitted 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 is also entitled to demand the certification of the genuineness of the translator's signature by a notary public.
- 6.4. In the cases established by the Bank the documents being submitted to the Bank 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 powers of attorney, other documents and the information contained therein and has no 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 following 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 under the procedure established by the Bank, the Customer may conclude 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 own 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. If 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 of the Agreement prevails.
- 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, updating 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 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 is not 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 if the Customer and/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 has indicated false information, concealed or failed to provide all the documents or data as required;
  - 8.3.2. upon the Bank's demand, has failed to provide sufficient information and/or documents required for 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, and/or the Persons Related to the Bank and/or other creditors;
  - 8.3.5. by his illegal acts has caused loss to the Persons Related to the Bank or a real threat of such loss, or damage to reputation of the Persons Related to the Bank.
- 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 no act or omission by the Customer and/or the Persons Related to the Customer nor use (directly or indirectly) of any proceeds of the credit is 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 Customer's request, 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 bound 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 is a sufficient balance in the Customer's account for executing the Customer's instruction and paying the fees for the Service being 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 is no sufficient balance 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 is entitled to cancel an instruction given by him where 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 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 manner.
  - 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 giving 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 sent to the Customer personally are deemed to have been received by the Customer when after sending of such notice a time period reasonably required for sending such notice using 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 made publicly available.
  - 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 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 of 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 a 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 over the phone or in such other manner as may be indicated.
- 10.2.3. In case the Customer provides information and notices to the Bank in connection with the Agreement and/or conclusion thereof verbally (over the phone, etc.) the Bank is entitled to record a conversation.
  - 10.2.4. If the Customer does not receive the Bank's notices, information or reports he should 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 case of revealing any mistakes and discrepancies, notify the Bank of that.
  - 10.2.6. The Customer must immediately inform the Bank of any change in the Customer's name, surname, company name, 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 the Agreement, any change of the Customer's representatives, expiration of or restriction on the authorizations granted to the Customer's representatives. In the 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 or not 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 of a loss of the means to confirm identity (passwords, codes, etc.) provided to the Customer and a loss of the electronic means of payment. In the cases established in the Agreement the Customer must submit that information not to the Bank, but the other person named in the Agreement and/or on 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 the Agreement provides otherwise.

## **11. Bank's Commission Fees and Other Payments to the Bank**

- 11.1. For using the Services the Customer must pay the Bank the commission fees indicated in the Price-list and/or the Agreement.
- 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's charges and duties, etc.). If these expenses have been covered by the Bank, the Customer must compensate the Bank following the procedure established by the Bank for such expenses incurred by the Bank.
- 11.3. The Bank debits the Bank's 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 is entitled to debit them from other accounts opened by the Customer with the Bank. The 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 payment due date of the commission fees there is a sufficient balance 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 is also entitled to demand that the Customer pays 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 the taxes charged by the international authorities, the state, municipal or other authorities.
- 12.2. The Bank provides no 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 of 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 must deduct any taxes or other mandatory payments to the state, municipal or other authorities from the amount being paid to the Customer, the Bank declares the amounts paid to the Customer and/or pays the Customer only such the amount which remains after deduction of the taxes or other mandatory payments.
- 12.4. In determining whether the Bank has an obligation to declare to the state, municipal or other authorities the amounts paid to the Customer and/or deduct the taxes from the amounts being 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 the Customer's country of domicile for tax purposes, his address in that country and other related information. The Bank is entitled to demand the Customer to provide evidence that the information provided by the Customer is correct. If the Customer has provided the Bank with false information or failed to provide the Bank with information about the Customer's country of domicile for tax purposes, Customer's address in that country or any other related information or failed to notify the Bank of any changes in the relevant information, the Bank is entitled to demand that the Customer compensates the Bank for all direct and/or indirect losses incurred by the Bank due to such improper performance of the Customer's obligations.
- 12.5. If the specific legal regulation related to the Customer's country of domicile for tax purposes pursuant to the legal acts and/or agreements entered into by the Bank with the third persons gives a rise to any additional duties for the Bank, including, without limitation, the obligation to report to the tax or other authorities of the relevant countries the

information about the Customer and/or the Services provided to the Customer and/or Customer's financial situation, and the Bank incurs any expense related to the performance of such the duties, the Customer shall, upon the Bank's demand, to compensate the expenses incurred by the Bank.

- 12.6. The money amounts due from the Customer to the Bank under the Agreement must be paid without any deductions for the taxes charged by the state, municipal or other authorities however, if in accordance with the laws the Customer is bound to deduct any amounts, the Customer must increase the amount due to the Bank inasmuch 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. Customer's Debt Payment Procedure**

- 13.1. If the Customer owes to the Bank under one or more Agreements and the Bank receives from the Customer an amount lower than the full amount payable thereto under the Agreement or all Agreements, the Bank has the right at its discretion to distribute and use such payment received from the Customer to cover the Customer's debts under one or more Agreements, notwithstanding the payment purpose indicated by the Customer or any opposite instructions given by the Customer.

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

- 14.1. The Bank has the right to suspend the provision of Services and/or terminate the Agreement unilaterally 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, on the basis 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 in liquidation, the creditors of the Customer commence a debt recovery from the Customer, also after discovering that the financial situation of the Customer has deteriorated substantially, the Customer has become insolvent or there have occurred any other circumstances likely to have an adverse effect on the Customer's ability to properly perform the Agreement;
  - 14.1.6. the Customer, the Persons Related to the Customer become 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 paragraph do not apply).
- 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 the 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 or not the Agreement has been terminated and irrespective of whether or not the Customer pays default interest and penalties set in the Agreement for 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 paragraph apply following the procedure set out in the legal acts and/or the Agreement.

### **15. Processing of Customer or Customer Representative's Personal Data**

- 15.1. The Bank processes Customer's and Customer representative personal data according to Bank's Privacy Policy. Privacy policy is published on the Bank's Internet website <https://www.luminor.lt/lt/privatumo-politika>

### **16. Bank Secret**

- 16.1. The following information known by the Bank is considered to be the Bank secret:
- 16.1.1. About the fact that the person is a Bank Customer and about 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, debt obligations of the Bank Customer to the Bank, circumstances of providing the Services to the Customer, terms and conditions of the Agreement on the basis of which the Services are being provided to the Customer;
  - 16.1.3. The Customer's financial situation and assets, activities, business plans, debt obligations to or transactions with other persons, the Customer's commercial (manufacturing) or professional secrets.

### **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 process 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 is not 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. Information about the party is not considered to be confidential if:

- 17.2.1. it was already available to the public at the time it is received or becomes known;
- 17.2.2. it has become publicly available or known not through the fault of the other party;
- 17.2.3. it has been received from a third person who obtained that information otherwise than by breach of the obligation of confidentiality;
- 17.2.4. it cannot be considered confidential in accordance with the laws of the Republic of Lithuania;
- 17.2.5. it is not considered confidential under a written statement of the party who has provided that information.

## **18. Information Disclosure and Data Transmission**

18.1. The Bank is entitled to disclose the information considered to be the Bank secret and confidential information:

- 18.1.1. to a Person Related to the Bank;
- 18.1.2. to a person which has acquired direct or indirect holding in the Bank and to any person directly or indirectly controlled by the person which has acquired direct or indirect holding in the Bank if providing of the data is necessary for the compliance with the requirements set by the regulatory enactments governing activities of the respective person;
- 18.1.3. to the Bank's representatives and third persons who provide services to 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.
- 18.1.4. to third persons provided that the Customer fails to perform or properly perform the obligations stipulated in the Agreement to the extent necessary to inform such third persons of failure to perform or properly perform the obligations under the Agreement or to the extent necessary for the Bank in order to protect its infringed rights and legitimate interests. (In case where the Customer is a consumer the provisions of this paragraph apply following the procedure laid down in the legal acts);
- 18.1.5. to third persons to whom the Bank has assigned (or intends to assign) the rights and duties under the Agreement;
- 18.1.6. upon receipt of the Customer's request or consent in writing; or
- 18.1.7. in other cases established in these General Rules, the Service Terms and Conditions, the Agreement or the legal acts.

## **19. Security for the Fulfilment of Customer's Obligations**

- 19.1. 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.
- 19.2. If the Customer is a private 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

## **20. Unjust Enrichment and Mistakes**

- 20.1. 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 separate consent of the Customer, to debit the Customer's accounts and deposits with any money amounts or securities unreasonably received from the Bank.
- 20.2. 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 separate consent of the Customer, to correct those entries.
- 20.3. The Customer must inform the Bank without delay when he finds out about any money amounts, securities or other assets unreasonably received from the Bank or when he finds out about incorrectly effected operations in the Customer's accounts, and/or incorrect entries made in the Customer's accounts.

## **21. Expiration Date on a Non-business Day**

- 21.1. In case the last day before the expiration date of the terms for performing the Customer's – private 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.
- 21.2. In case the last day before the expiration date of the term 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.

## **22. Netting**

- 22.1. 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.
- 22.2. Without the Bank's consent, the Customer has the right of set-off in respect of homogeneous counter-claims of the Bank, subject to prior notification given to the Bank, only in case where the Customer's claims have been approved by court decision if the latter has already entered into force.

## **23. Liability**

- 23.1. The liability of the Parties is established in accordance with the Agreement and/or the laws of the Republic of Lithuania.
- 23.2. The Bank is not liable for the Customer's losses resulted through the Customer's fault and/or from lawful actions of the Bank.
- 23.3. 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.

## **24. Force Majeure**

- 24.1. The Party shall not be held liable for a 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 its contrahents default on their obligations is not deemed force majeure.
- 24.2. 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.
- 24.3. 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 of time during which the defaulting Party found out or had to find out about that circumstance, the latter must compensate the losses incurred by the other Party due to the non-receipt of notification.
- 24.4. The existence of force majeure circumstances does not deprive the Bank of 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.

## **25. Assignment of Rights and Duties**

- 25.1. The Bank shall be entitled to assign, in whole or in part, the rights and duties of the Bank arising out of the Agreement to the third persons. The Customer is informed in writing of the assignment of the rights and duties.
- 25.2. Without a written permit of the Bank, the Customer is not entitled to assign any of his rights and duties under the Agreement to the third persons.



## **26. Investigation of Customer Complaints**

- 26.1. Customer requests/complaints regarding the Bank's actions whereby the Bank may have infringed the requirements of laws or agreements that regulate providing of services and/or the Customer's legitimate interests shall be considered by the Bank.
- 26.2. The Bank must consider the Customer's written request (complaint) and respond to the Customer in writing within 14 (fourteen) calendar days since the day of receipt of a relevant request.
- 26.3. Customer requests (complaints) shall be analysed by the Bank free of charge.
- 26.4. If the Bank's response to the Customer's request (complaint) does not satisfy the Customer or no answer has been provided thereto, the Customer shall have the right to turn to the court in accordance with the procedures established by the law.
- 26.5. If the Customer is a consumer, he shall also have the right to turn to the Bank of Lithuania (Žirmūnų str. 151, LT-01121 Vilnius, webpage [www.lb.lt](http://www.lb.lt)) in written or electronic form in accordance with the procedures established by the law. Bank of Lithuania deals with disputes between consumers and financial market participants out of court.

## **27. Dispute Resolution**

- 27.1. Any disputes arising out of 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, in order to protect the infringed interests of the Bank the Bank has the right to initiate and conduct cases against the Customer in the place where the Customer is domiciled or has his registered office, assets or any part thereof, an affiliate or representative office, including in foreign countries.
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