

## 1. General provisions

1.1. The relations between the Bank and the Customer are regulated by the present General Terms of Business, General Agreement, Agreements, Pricelist approved by the Bank, descriptions of terms and conditions for providing the services approved by the Bank (if they are prepared and approved for certain services).

1.2. The General Regulations including their appendices shall set forth the general conditions, procedures and requirements for providing the Services and customer service, which shall be applicable when providing Bank services under Agreements and/ or other use of the Bank services by the Customer. The General Terms of Business shall be binding upon the Bank and each Customer, regardless of the type of Services used by individual Customers, unless separate written Agreements clearly stipulate that the General Regulations (or appropriate parts thereof) are not applicable to these Agreements.

1.3. The General Terms of Business and their appendices, amendments and supplements shall be an integral part of the Agreements (regardless of whether the Agreements provide so) and therefore shall be read and interpreted together with the respective Agreements, taking context into account.

1.4. If there are inconsistent or conflicting provisions in the General Terms of Business and the Agreements, or the general provisions section of a written Agreements stipulating standard terms and conditions of that type or subtype of Agreements (when the Agreements are comprised of sections of general and special conditions), or the special provisions section of a written Agreements are stipulating the terms and conditions, that are not standard for that type or subtype of Agreements, the provisions of the Agreements, general section of the Agreements or special section of the Agreement respectively shall apply, unless the Agreements expressly stipulate otherwise or different regulation is established by provisions of the General Regulations (e.g., regulation established by paragraph 7.3).

1.5. Appendices to the General Regulations, i.e., rules for providing particular Bank services and/or other appendices, shall be an integral part of the General Regulations and shall be read and interpreted together with the General Regulations, taking context into account. If the provisions of the General Regulations and their appendices (rules for providing particular Bank services) are inconsistent or conflicting, the provisions of the appendices shall apply, unless they provide otherwise.

1.6. The Client shall immediately inform the Bank:

1.6.1. about any changes in the information specified in the Service Agreements or other documents submitted to the Bank including:

1.6.1.1. for natural persons: about change of the name, surname, declared or actual place of residence, phone number, e-mail address and other contact information, change of identity document as well as initiation and course of insolvency process proceedings and its progress, changes in legal capacity or status (restrictions of legal capacity, legal incapacity, establishment of custody or guardianship, seizure of property);

1.6.1.2. for legal persons: about change of the name, legal person form, registration or actual address, e-mail address as well as about change of persons entitled to represent the Client or about changes in their signatory

powers. A legal person shall also inform the Bank about reorganization of the legal person, initiation of insolvency or liquidation, legal protection processes, termination of activity, striking off the commercial register and other material changes;

1.6.2. about loss or theft of identity documents of the Client – natural person or other cases when identity documents get at the disposal of third parties against the Client's will;

1.6.3. about loss, theft of a remote authentication device/authorization device issued by the Bank or other third parties, as well as about loss, theft of a mobile device, about which the Bank is informed or other cases when it gets at the disposal of third parties against the Client's will;

1.6.4. about any circumstances that may adversely affect fulfilment of the Client's obligations under the Service Agreements.

1.7. It is Client's responsibility:

1.7.1. Immediately, at the latest within 3 (three) working days notify the Bank of accidents or events related to the Customer's activities, when the Customer may be subject to violations of legislation and/or Sanctions, which have or may have a significant adverse impact on the Client's activity, environment, society or the health, or safety of employees, as well as perform all possible actions for the prevention/liquidation of adverse consequences, informing the Bank thereof;

1.7.2. take appropriate measures to ensure that the Client and members of the Client Group, their representatives and beneficial owners comply with the requirements set out in Sanctions legislation;

1.7.3. to take appropriate measures to ensure that the Client and members of the Client Group, responsible employees, their representatives and BO's observe and follow the Terms Against Prohibited Conduct in their activities;

1.8. immediately, at the latest within 5 (five) working days from the moment of occurrence of the relevant circumstances or from the moment when it became known to the Customer, to notify the Bank in writing of any case, suspicion or information of non-compliance with Sanctions or Sanctions Regulations and/or Terms Against Prohibited Conduct can be applied (could be applied) to the activity/behavior or status of the Customer and/or a member of the Client Group, its representative, employee or BO. The Client shall take full responsibility for the fulfilment of notification obligation mentioned in Paragraph 1.6 and (or) 1.7. The Customer is informed that as a result of failure to fulfill such an obligation, the Bank has the right to partially or completely restrict the Customer's access to the Services. The Bank has the right to obtain information about changes in the data specified in Paragraph 1.6 from the registers maintained by state institutions, and to change this data in its systems for the continuation of the provision of the Service and the fulfilment of the obligations arising from the Service Agreements.

## 2. Definitions

Capitalized words and phrases in the present General Regulations shall have the following meanings, unless the context clearly requires otherwise:

2.1. **Account** – account opened at the Bank, securities account or any other account opened for the Customer in the

Bank.

2.2. **Agreements** – agreements between the Bank and the Customer for provision of Services, which shall stipulate the terms and conditions of providing particular Services, and other agreements and arrangements between the Bank and the Customer, including General Agreement.

2.3. **Bank** – akciju sabiedrība (joint-stock company) "Citadele banka", uniform registration No. 40103303559, registered office: Republikas laukums 2A, Rīga, LV-1010, acting through AS Citadele banka Lithuanian branch, registration code 304940934, registered office: Upės str. 21-1, LT-08128 Vilnius, email: [info@citadele.lt](mailto:info@citadele.lt).

2.4. **Bank Website** – the website [www.citadele.lt](http://www.citadele.lt).

2.5. **Bank's Secret** – all data and information known to the Bank defined as Bank's secret in the Law on Banks of the Republic of Lithuania.

2.6. **Basic Payment Account** – a payment account opened in the name of the Consumer Legally Residing in the Country with the Bank or other financial institution operating in the Republic of Lithuania, to which payment transactions and services comprising the Basic Payment Account service are linked.

2.7. **Confidential Information** – the Agreements, including content and conditions, and all information, knowledge, data, correspondence and documents related to the Agreements, conclusion, amendment or termination of the Agreements, interpreting, application and fulfilment of terms and conditions of the Agreements, and the information, knowledge, data, correspondence and documents about bank transactions, payments, prices, amount of obligations and debt, security requirements, technical and technological matters, marketing, commercial secrets as well as any other information, knowledge, data, correspondence and documents not publicly disclosed and related to activity of any of the Parties to the Agreements, except where the General Regulations, Agreements and/or legal acts of the Republic of Lithuania provide otherwise.

2.8. **Consumer Legally Residing in the Country** – a natural person who has the right to reside in the Republic of Lithuania under legal acts of the Republic of Lithuania or the right to reside in other country under its legal acts, including non-resident consumers and consumers who do not hold a temporary or permanent residence permit in a Member State, but who cannot be deported from that Member State under the applicable legislation, and persons seeking asylum under the Geneva Convention on the Status of Refugees of 28 July 1951, protocol thereof of 31 January 1967, and other relevant international treaties.

2.9. **Contact Information** – the name and surname of a natural person or name of a legal person, address, phone numbers, e-mail address.

2.10. **Customer** – a natural or legal person using the Services provided by the Bank.

2.11. **Customer Group** - The Customer (legal entity), BO and all legal entities, in relation to which at least one of the Client's BO, individually or together with other persons, directly or indirectly has the opportunity to realize decisive influence in the sense of the laws applicable in Lithuania. That is - the possibility directly or indirectly:

2.11.1. to control (regularly or irregularly) decision-making in the administrative institutions of the legal entity, with or without participation;

2.11.2. to appoint the number of members of the legal entity's supervisory body or executive body that ensures the

majority of votes in the relevant body for the exerciser of decisive influence.

2.12. **Customer's Documents** – Agreements and other arrangements concluded on behalf of the Customer and Written Notices given by the Customer to the Bank.

2.13. **Durable Medium** – the medium where the information intended to the user of payment services personally is stored so that the information is made available during the time period with respect to the purpose of information and from which the stored information is reproduced without changing it.

2.14. **General Agreement** – the Account Agreement concluded between the Bank and the Customer, which shall oblige the Bank to open a payment account, stipulate the terms and conditions of opening the account, and regulate the performance of individual and periodic payment transactions.

2.15. **General Regulations** – the present General Terms of Business.

2.16. **Key Interest Rate** – the interest rate specified by a source publicly available to both Parties, which shall be the basis for calculating the amount of interest.

2.17. **Key Exchange Rate** – the currency exchange rate specified by the Bank or published by a publicly available source, which shall be used for exchanging currency.

2.18. **Means of Authentication** – the means of authentication granted by the Bank to the Customer (his representative) and/ or agreed between the Bank and the Customer (his representative) (including Secure E-signature of the Customer and/or his representative, issued by the third parties, username and password of the online banking system, address, phone number, e-mail address, other Passwords, codes generated by password generator to access the online banking system, other passwords, codes, keys, biometrics, control questions and answers, etc.) intended to verify the identity of the Customer and/or his representative. Means of Authentication should not be known to any other person.

2.19. **Member State** – the state of the European Union and the European Economic Area.

2.20. **Notices** – notifications, requests, orders, reports, certificates, confirmations, extracts and any other documents with recorded and/or presented information.

2.21. **Parties** – the Bank and the Customer.

2.22. **Password** – a word agreed in the Service agreement or otherwise with the Bank used by the Customer for remote authentication through phone.

2.23. **Payment Rules** – the Rules for Providing Payment Services and Management of Bank Account (Appendix 1).

2.24. **Personal Data** – as described in the Bank's Personal Data Processing Principles, available in [www.citadele.lt](http://www.citadele.lt).

2.25. **Pricelist** – the list of prices of Bank transactions and services approved under procedure of the Bank and available at [www.citadele.lt](http://www.citadele.lt).

2.26. **Terms Against Prohibited Conduct** – principles drafted by the Bank with the aim of preventing certain prohibited conduct in the activities of the Client, a participant of the Client's Group or their representatives, officers and BO, available on the Bank's website:

[https://www.citadele.lt/storage/app/media/files/terms/Terms\\_against\\_prohibited\\_conduct\\_lt\\_en.pdf](https://www.citadele.lt/storage/app/media/files/terms/Terms_against_prohibited_conduct_lt_en.pdf).

2.27. **Sanctions** – any restrictive measures and/or embargoes (including "sectorial sanctions"), irrespective of their form, implemented fully or partially, directly or indirectly

against particular persons, goods or services, countries or territories or any other entities by: a) United Nations Security Council; b) European Union; c) Latvia, Lithuania or Estonia; d) United States of America (including U.S. Department of the Treasury Office of Foreign Assets Control (OFAC)); e) by any other country with regards to any business relationship, transaction, dealing or other activity involving nexus with the particular country; and/or f) any public institution of the aforementioned countries or organizations.

**2.28. Sanctions Regulations** – the Law on International Sanctions of the Republic of Lithuania and/or other related international and national regulations and/or documents issued by a banking oversight institution.

**2.29. Services** – financial and/or other services provided to the Customer by the Bank.

**2.30. Secure E-signature** – e-signature which meets all legal requirements.

**2.31. Third Party** – any natural or legal person (including public authorities) and/or entity without the status of a legal person, except for the Parties.

**2.32. BO – Beneficial Owner of the Client (legal person)** - a natural person who, in the form of direct or indirect participation, owns more than 25 percent of the Client's capital shares or shares with voting rights, who directly or indirectly controls it, or on whose behalf, for the benefit of, the interests of the transaction are established relations with the Bank. If the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania establishes other criteria for determining the ultimate beneficial owner, then the requirements of this law are applied to determine the BO.

**2.33. Unique ID** – a combination of letters, numbers or characters, which shall be granted to the Customer or other user of payment services, and which shall be used for unambiguous identification of the user of payment services in a payment transaction and/or the payment account used in a payment transaction.

**2.34. Written/in Writing** – the form of preparing, signing and presenting documents, where:

**2.34.1.** Paper documents are duly signed by a person and sealed (if the documents are presented by a legal entity who has or must have a seal under laws of the Republic of Lithuania and (or) legal entity's establishment documents) and handed over to another person:

**2.34.1.1.** by handing in to a person or duly authorized representative in person or sending the document by mail, courier or other means of delivery; and/or

**2.34.1.2.** except for the cases when imperative provisions of laws of the Republic of Lithuania, these General Regulations and/or Agreements provide otherwise, by sending via telecommunication or electronic communication means (by e-mail) or via the online banking system of the Bank; and/or

**2.34.1.3.** in the cases where it is expressly stated that the document may be presented to another person by publicly announcing the document, to the extent it is permitted by imperative provisions of laws of the Republic of Lithuania, by publicly announcing the document/ content of the document; or

**2.34.2.** Electronic documents are duly signed by a person with the Secure E-signature and sent to another person via telecommunication and electronic communication means (e-mail) or via the online banking system of the Bank, provided that using electronic documents signed with the Secure E-signature is permitted by imperative provisions of laws of the

Republic of Lithuania, these General Regulations and/or Agreements.

### 3. Identification of the customer, his representative and BO

**3.1.** The procedure of identification of persons, applying for the conclusion of the Services Agreements, the Customer, his representative and BO is set forth by these General Regulations, Agreements and laws of the Republic of Lithuania.

**3.2.** When concluding the Agreements and/or providing the Services the Bank shall verify:

**3.2.1.** The identity of the person and/or his representative, applying for the conclusion of the Agreement Services, including, when Customer and/or his representative is applying;

**3.2.2.** The identity of the BO in the cases stipulated by laws of the Republic of Lithuania.

**3.3.** When concluding the Agreements and/or using the Services, the procedures for authentication of the person, his representative and BO applied by the Bank shall be followed and the respective person shall present to the Bank the data and documents related to identification of a person, authentication of the Customer, his representative and BO specified by the Bank. The Bank shall be entitled to identify the person, authenticate the Customer, his representative and/or BO remotely in accordance with the laws of the Republic of Lithuania. The Bank shall also be entitled to take other measures to identify the person, authenticate the Customer, his representative and/or BO. The Bank shall have the right to determine limits of use of Service on its own discretion if the Customer has been identified only remotely.

**3.4.** During identification of a natural person the Bank shall ask the person to fill in a special questionnaire, present identity data and documents of the natural person (the Bank shall be entitled to verify other identity data as well).

**3.5.** During identification of a legal person and/or representative which is a legal person, the Bank shall ask to fill in a special questionnaire, present identity data and documents of the legal person (the Bank shall be entitled to verify other identity data as well). The Bank shall also obtain information on representatives of the legal person acting under the law, incorporation documents (Articles of Association, Regulations, etc.) or Power of Attorney, following the requirements laid down in paragraph 3.4 The identity data shall be verified by the Bank when identifying the person for the first time and later on, when deemed necessary by the Bank and/or in the cases stipulated by laws of the Republic of Lithuania.

**3.6.** During identification of a BO, the Bank shall ask the Customer to present the identity data of a natural person in a special questionnaire (the Bank shall be entitled to verify other identity data as well). The Bank shall have the right to request the Customer to provide information as to where the presented data about the BO could be verified or to present the appropriate documents.

**3.7.** The Bank shall be entitled to refuse accepting identity documents, presented by the person, Customer or the representative, hold the documents insufficient or refuse accepting identity documents that, in the Bank's opinion, can be easily forged as well as other documents that do not have enough data to identify a person.

**3.8.** In cases, not regulated by law, the Bank shall be entitled to authenticate already identified Customer, asking

for information about his Account by phone, as well as using the Customer's identity data, specified in the Account agreement, details of the Account agreement or the Means of Authentication that may be applied in phone conversation.

3.9. The Bank shall be entitled to authenticate already identified Customer using the Means of Authentication. Therefore, if the Customer applies to the Bank and uses the Means of Authentication, it shall be deemed that the Bank has received an application from the Customer, except for the cases when:

3.9.1. The Customer is able to prove that the Bank has received an order from another person, who is not the Customer, his representative or person, whose relationship with the Customer allowed them to use the Means of Authentication; and

3.9.2. The Bank is not able to prove, that the Means of Authentication were or could have been used by an unauthorized person due to the fault of the Customer.

3.10. If the Bank requires the Customer to present the documents related to his and/or his representative authentication, the Customer shall present original documents or notarized copies of such documents, if originals cannot be presented due to objective reasons.

3.11. The Customer can initiate and fulfill activities related to the Services by phone if such submission is accepted by the Bank at the respective moment. In case the activities related to the Services are initiated and fulfilled by phone, the Customer shall authenticate himself using the data requested by the Bank: by the Password stated in any Agreements or the Password provided in any other agreed manner or Customer's card number, or the phone number of the Customer registered in the Bank or according to the other procedure determined by the Bank. In case of Payment Orders, including Service Agreements submitted by phone, the copy in paper or electronic format is not prepared;

3.12. Either the Bank or the Customer is entitled to initiate and perform the Services, as well as to initiate and fulfill activities, related to the Services by phone, using the information service of the Bank, in case the Customer could be identified by phone pursuant to the requirements of the Bank.

#### 4. Representation of the customer

4.1. Apart from the Customer, Customer's funds and other assets in the Bank may be disposed of by a legal representative of the Customer with appropriate powers, except for the cases provided by laws of the Republic of Lithuania. Legal person shall perform all actions, including disposing of the Customer's funds and other assets in the Bank, only via its representatives (director or other duly authorized representatives).

4.2. The representative of the Customer may represent the Customer by presenting the documents attesting the assigned powers (Articles of Association, proof of appointment as the head of the legal person, Power of Attorney, etc.) to the Bank. The document attesting the powers of the Customer's representative must meet the requirements for content and form set forth by the legislation. The Customer's representative must present an original document or a notarized copy of the document, if the original copy cannot be presented due to objective reasons.

4.3. The Bank shall be entitled to demand that the Customer, who is a natural person, uses the Bank Services in person and not via a representative, or confirms by means

acceptable to the Bank, that the actions to be carried out by the Customer's representative correspond to the Customer's true will. Such demand of the Bank may be made due to serious reasons (e.g., when the actions of the representative are suspicious to the Bank's employees in terms of due representation or when high-risk transactions are performed without direct involvement of the Customer for no apparent reason) in order to protect legal interests of the Customer and/or the Bank.

4.4. The Bank shall only accept such documents attesting the powers of the Customer's representative, that clearly and expressly specify the Customer, Customer's representative and the powers granted to the latter. The Bank shall be entitled to refuse accepting of the documents, that do not meet the requirements specified herein and/or to fulfil the requests of the Customer's representative and/or to perform the transactions initiated by the Customer's representative, if the Bank decides that the presented documents do not properly attest representation relations and/or the representative's powers to make respective requests and/or initiate respective transactions.

4.5. During the period of verification of documents attesting the powers of the Customer's representative, the Bank shall be entitled to temporarily suspend the fulfilment of the requests and/or performance of transactions initiated by the Customer's representative.

4.6. The Customer is obliged to immediately notify the Bank in writing about changing, cancelling or termination of the powers of its representative. Before such information is presented to the Bank, it shall be considered that the documents attesting the powers of the Customer's representative previously received by the Bank (including the documents previously received not as originals but as notarized copies) are appropriate and valid, unless the Bank knows or must have known about the change, cancellation or other termination of the powers of the Customer's representative.

4.7. After expiry of the powers of the representative of the Customer who is a legal person, the Customer shall present to the Bank the documents attesting powers of the newly appointed representative. If the Customer fails to present the documents attesting the powers of the newly appointed representative of the Customer, the Bank shall not fulfil the requests and/or not perform the transactions initiated by the Customer's representative.

4.8. In case the Bank's doubts about the fitness and/or validity of powers of the Customer's representative, who is entitled to conclude transactions and/ or dispose funds in the Account on behalf of the Customer and in other cases, when it is necessary to verify, that the Customer and/or his representative are properly registered and in operation/not terminated (if the Customer and/or his representative is a legal person), the Bank shall be entitled to demand that the Customer presents the Bank with additional documents attesting the right of the Customer's representative to conclude transactions or dispose the funds in the Account on behalf of the Customer and/or the documents attesting the registration and operation/ non-termination of the Customer.

#### 5. Signing of the customer's documents

5.1. Unless the Parties agree otherwise, documents concluded or presented to the Bank on behalf of the Customer shall be signed by the Customer or his



representative.

5.2. The Bank shall be entitled to demand, that the Customer's documents are signed by the Customer or his representative in the presence of the Bank's employee or, if the documents are signed outside the Bank, to have the signatures of the Customer or its representative notarized.

5.3. Should the Customer wish to use the electronic Services provided by the Bank, including means of e-payment, the latter shall conclude respective Agreements with the Bank and shall be entitled to present the Customer's documents to the Bank, verified by Means of Authentication stipulated in the Agreements. This type of verification of Customer's documents shall be deemed to have the same legal effect as the documents signed by hand by the Customer or his representative and, if the Customer is a legal person, also sealed Customer's documents (in case the Customer is obliged to have a seal or uses it), and may be used as proof when resolving disputes between the Bank and the Customer in courts and other institutions. Taking into account the interest of the Bank, the Customer and with respect to public interest, the Bank has the right to limit the circle of persons with whom the Bank is in contractual relations and / or to whom it provides Services. In accordance with the principle of freedom of contract, the Bank has the right to choose with which persons to conclude the Agreements or to refuse to conclude them.

## 6. Requirements of documents provided to the bank

6.1. Unless the Bank provides otherwise, the Customer shall present original documents or notarized copies of Customer's documents submitted to the Bank. The documents presented by the Customer to the Bank must be submitted in the form set by the Bank.

6.2. The Bank shall be entitled to assume that the documents presented by the Customer are authentic, genuine, valid (not expired, not cancelled, not changed, not void, not recognized as invalid, etc.) and true.

6.3. The Bank shall be entitled to demand that the documents presented to the Bank, which are prepared in Foreign States, are legalized or apostilled under procedure set by legislation except for the cases, when certain types of documents are exempt from legalization or apostillation under legislation of the European Union or international treaties concluded by the Republic of Lithuania.

6.4. Documents presented to the Bank shall be in Lithuanian and/or other language specified by the Bank. If the documents presented to the Bank are drawn up in a foreign language, the Bank shall be entitled to demand that they are translated into Lithuanian or other language specified by the Bank and that the translated document is signed by the translator and the translator's signature is notarized. The Bank shall be entitled to arrange for the translation into Lithuanian of a document presented by the Customer and accepted by the Bank, its signing by the translator and/or notarization of the translator's signature and demand that the Customer compensates reasonable expenses, incurred by the Bank and the Customer shall compensate such expenses of the Bank.

6.5. All costs and expenses of preparation, drawing up, printing, signing, sending, delivery, presenting to the Bank, approval, notarized translation and/ or legalization/ apostillation, etc. of the documents presented to the Bank by the Customer shall be borne by the Customer.

6.6. The Bank shall be entitled to keep and store notarized

copies or, where possible, original documents submitted to the Bank. If the Bank does not keep original documents or notarized copies of documents submitted by the Customer, the Bank shall be entitled to make and store regular, including electronic, copies of documents submitted to the Bank.

6.7. If the Customer presents documents that do not meet the requirements of legislation and/or the Bank or the Bank doubts the authenticity, veracity, validity and/or truthfulness of presented documents, the Bank shall be entitled to refuse to perform the orders of the Customer and/or demand that the Customer presents the documents meeting the requirements of legislation and/or the Bank, and/or additional documents.

6.8. The Bank shall be entitled to request the Customer to present documents and/or information confirming the lawfulness, origin and source of funds in the Customer's Accounts and other assets, the purpose and intended nature of the Customer's business relationships with the Bank and/ or other documents and information to the extent this is necessary for the Bank to duly comply with the requirements of legal acts regulating the prevention of money laundering and/or terrorist financing, and other legislation.

## 7. Payment of fees, penalties, interest and other due amounts

7.1. The Customer shall pay to the Bank for the performed transactions and the Services provided by the Bank the fees applicable at the moment of providing the Service/ performing a transaction, which shall be calculated by the Bank at the rate and in the manner specified in the Pricelist and/or the Agreements. If the fee for particular Services is not specified in the Pricelist, it shall be determined by a separate agreement between the Customer and the Bank.

7.2. In addition to the fees provided for in the Pricelist and/ or the Agreements, the Customer shall also cover the following expenses (if any) related to providing the Services: payment to notaries for notarial deeds, costs of translation services, posting and delivery services, telecommunication expenses, litigation expenses, including the costs of legal representation, insurance expenses, taxes related to providing the Services set forth by the Law on Tax Administration of the Republic of Lithuania and other laws (except for the taxes on profit and assets of the Bank payable by the Bank), charges set forth by the Law on Fees and Charges of the Republic of Lithuania and other laws, etc.

7.3. The Bank shall calculate the interest payable by the Bank to the Customer and/or the interest payable by the Customer to the Bank at the annual interest rate specified in the Pricelist of the Bank (the Bank shall be entitled to change it (increase or reduce) from time to time), except for the cases when the imperative provisions of law of the Republic of Lithuania provide otherwise and/or when the Agreements provide otherwise (this clause of possible different stipulation by the Agreements shall not be applicable to deposit Agreements). The Bank shall be entitled to establish different interest rates for monetary obligations undertaken and/or claims arising at different time in the Pricelist, Agreements concluded at different time and different types and/or subtypes of Agreements. Moreover, the Bank shall be entitled to set a fixed or variable interest rate and to use or not to use the Key Interest Rate in the latter.

7.4. The Bank shall be entitled to debit the fees, interest, penalties and any other amounts payable to the Bank by the

Customer from the Account specified in the Agreements without a separate order and/or consent of the Customer and without prior notification to the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank) at any time, when the Customer's obligation to pay the amounts becomes due, except for the cases when the Agreements expressly state that the provisions of this paragraph shall not be applicable and/or the Customer has paid such amounts to the Bank before they are debited from the Customer's Account as specified herein in the manner specified in paragraph 7.8. If there are insufficient funds in the Account specified in the Agreements concluded between the Customer, who is not a Consumer, and the Bank or an Account that could be used by the Bank to debit the amounts payable by the Customer to the Bank is not specified in the Agreements, the Bank shall be entitled to debit the amounts payable by the Customer from all/ any Accounts in the Bank without a separate order and/ or consent of the Customer and without prior notification of the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank) and to choose at its discretion the Account from which to debit the amounts payable by the Customer and portions of the amount to be debited. In the Agreements concluded between the Bank and the users and other Customers, the Parties shall be entitled to agree on the terms and conditions of debiting of other funds from the accounts, including other accounts in the Bank and/or accounts in other financial institutions.

7.5. If the Agreements do not specify the method of calculation of interest, then the interest is calculated on the assumption that there are 360 (three hundred and sixty) days in a year and 30 (thirty) days in a month.

7.6. The Customer shall accrue the amount of funds not less than the total amount payable to the Bank by the Customer not later than on the moment the Customer's obligation to pay the fees, interest, forfeit and any other amounts payable to the Bank becomes due.

7.7. If the Customer fails to properly fulfil its obligations to the Bank within the time period set by the Agreements, the Customer shall pay to the Bank the forfeit (penalties and/or late payment interest) set forth in these General Regulations, including the Pricelist, Agreements and/or law of the Republic of Lithuania.

7.8. When exercising the rights of the Bank specified in paragraph 7.4, the Bank shall debit the amounts payable by the Customer in the currency of the Republic of Lithuania, i.e., euro. If the Agreement or the Pricelist stipulates that the Customer must pay the amounts payable to the Bank in another currency, the Bank shall debit the funds from the Customer's account in another currency specified in the Agreements. If there are insufficient funds in the required currency in the Account of the Customer, when debiting the amounts payable by the Customer, the Bank shall be entitled to convert (by itself and/or using the services of another bank or credit institution) any currency in the Account of the Customer into the currency required for payment at the currency exchange rate of the Bank and/or another bank or credit institution applicable on that day without a separate order or consent of the Customer and without prior notification to the Customer (agreement with the application of these General Regulations shall be deemed to be prior multiple consent of the Customer to the Bank).

## 8. Setting currency exchange rate and conversion at the special rate

8.1. Upon request of the Customer and/or in other cases specified in the General Regulations, including Payment Rules, and/or the Agreements, the Bank shall exchange (convert) funds according to the currency exchange rate set by the Bank and adjusted (increased or reduced) from time to time by the Bank. The Bank shall announce the applicable currency exchange rate publicly on the website of the Bank and in customer service units of the Bank. The Parties may agree on special rights and obligations related to currency exchange in individual Agreements.

8.2. Provisions of this paragraph apply to non-cash currency exchange transactions that are subject to the special currency exchange rate:

8.2.1. If the transaction amount exceeds the amount specified by the Bank, the Customer may ask to apply the special currency exchange rate (better than standard) during the business hours of the Bank by the following means:

8.2.1.1. by phone, contacting the Bank dealers;

8.2.1.2. in customer service departments of the Bank.

8.2.2. If the Customer performs the currency exchange transaction by phone, the transaction shall be binding upon the Parties from the moment when the Parties agree on the following terms and conditions:

8.2.2.1. on the currency sold by the Customer to the Bank and the currency bought by the Customer from the Bank;

8.2.2.2. on the amount of currency sold by the Customer to the Bank and/or the amount of currency purchased by the Customer from the Bank (if one of the above amounts is known, the other amount is calculated by mathematical means);

8.2.2.3. on the currency exchange rate.

8.2.3. When concluding a currency exchange rate, the Bank identifies the Customer in accordance with the procedure laid down by the Bank. Transactions cannot be deemed invalid merely because they were concluded by phone. The Bank may record phone conversations; therefore, the records can be treated as evidence in courts.

8.2.4. Settlement date for transactions referred to in paragraph 8.2.2 shall be the date on which the transaction was concluded. If the Customer requests concluding the transaction as of the later settlement date, when concluding such transaction, the Bank may request deposit from the Customer and/or signing additional Service Agreements for such transaction.

8.2.5. When applying to the Bank for non-cash currency exchange, the Customer shall ensure that the appropriate amount is available in their Account. The Bank may block the amount necessary for the exchange or reject the Customer's request, if the funds in the Customer's Account are insufficient.

8.2.6. If the transaction is concluded by phone, the Customer shall be required to fill out and deliver to the Bank a currency conversion request form or enter and sign the currency exchange form at the agreed rate in the online banking system before the end of the business day of the Bank.

8.2.7. Should the Customer fail to deliver the currency exchange request form to the Bank, for the purpose of finalizing the currency exchange transaction, the Bank may perform the transaction by withdrawing the amounts sold by the Customer to the Bank from any Account held by the

Customer with the Bank and by crediting the amount purchased by the Customer from the Bank to the same Account or, if necessary, by opening a new Account for the currency purchased.

8.2.8. In cases when the Customer fails to ensure that the sufficient amount necessary for the currency exchange transaction is available in the Account, the Bank may cancel the transaction, reject the Customer's request or conclude a reverse transaction with the same settlement date, setting a currency exchange rate available to the Bank at the given moment. Should the Bank incur losses due to the reverse transaction, the Bank may use the Customer's funds held in the Account to set off the Bank's claims against the Customer for the purpose of covering the difference of the currency exchange rates. In cases where the amount of funds is not sufficient to cover the losses of the Bank, the Bank may recover the Customer's debt in accordance with the procedure prescribed by the applicable legislation.

## 9. Rules of communication between the bank and the customer

9.1. Notices given by one Party to another shall be in Writing, except for the cases stipulated by law of the Republic of Lithuania, these General Regulations and/or Agreements, when Notices may be given verbally or must be notarized.

9.2. Notices of the Bank, including notices provided to the users of payment services shall be drafted in the Lithuanian language. The Bank shall also have the right to draw up such Notices in the language of the Agreements. On consent of the Bank, Notices of the Bank may be drawn up in any other language requested by the Customer and in such case the Bank shall be entitled to require from the Customer to refund the costs of translation of the Notices into the foreign language.

9.3. The Bank shall deliver Notices to the Customer in person or publicly announce them in the following cases:

9.3.1. The Notices are sent to the Client electronically, using the online banking system, by sending a Notice to the e-mail address or by sending Notices by mail to the contact address specified by the Client. If the Bank gives Notice to the Customer verbally, the Bank shall be entitled to record the conversation after informing the Customer about it. The Customer shall be entitled to demand that the Bank confirms verbal Notices to the Customer in writing and to refuse to comply with the instructions given in a verbal Notice of the Bank and/or not to observe the information given in the Notice, if the Bank fails to confirm verbal Notices in Writing. If the Bank has received a request from the Client to provide him with documents related to the maintenance of the Account or other Services, the Bank reserves the right to require the Client to contact the Bank personally.

9.3.2. In the cases stipulated by these General Regulations, to the extent this is permitted by imperative provisions of law of the Republic of Lithuania, as well as in the cases stipulated by law of the Republic of Lithuania (e.g., when it is not possible to deliver the Bank's Notice to the Customer in any manner specified in paragraph 9.3.1), the Bank shall be entitled to deliver the Notices to the Customer by publicly announcing them in one or several ways specified in paragraph 9.3.3.

9.3.3. Public Notices of the Bank shall be announced on the Bank's website and in customer service departments of the Bank. The Notices may additionally be announced in the

Bank's chosen media.

9.4. The Customer shall deliver Notices to the Bank in person by handing them in directly to authorized Bank employees, stating the content to authorized Bank employees directly or over the phone, sending them to the Bank by mail, via courier or online banking system of the Bank. If the Customer gives Notice to the Bank verbally, the Bank shall be entitled to record the conversation after informing the Customer about it. The Bank shall be entitled to demand that the Customer confirms verbal Notices to the Bank in writing and to refuse to comply with the instructions given in a verbal Notice of the Customer and/or not to observe the information given in the Notice, if the Customer fails to confirm verbal Notices in writing.

9.5. To the extent it depends on the Bank, the Bank shall ensure proper functioning of the online banking system and website of the Bank. However, the Bank shall be entitled to improve and/or update its information systems, including the online banking system and website of the Bank, to eliminate their deficiencies and/or malfunctions and to perform inspection, and/ or maintenance thereof, even if this causes and/or may cause disturbances in the information systems, information provided in the systems and/or Services provided via the systems. The Bank shall inform the Customers in advance about scheduled improvement and/or updates, elimination of deficiencies and/ or malfunctions as well as inspections and/or maintenance of information systems of the Bank. Due to serious reasons, such as disturbances, malfunctions, damage to the information systems, violations of security, etc., the Bank shall be entitled to perform the improvement and/or updating, elimination of deficiencies and/or malfunctions as well as inspections and/or maintenance of information systems of the Bank without prior notice to the Customers. During the above procedures, fulfilment of all obligations of the Bank carried out via information systems of the Bank shall be suspended. The Bank shall not be liable for Customer's losses which arose due to the fact that the Customer was not able to use the Bank's services due to the improvement and / or elimination of deficiencies or malfunctions performed by the Bank.

9.6. Unless paragraphs 9.1, 9.2, 9.3, 9.4 or the Agreements concluded between the Bank and the Customer, or imperative provisions of law of the Republic of Lithuania provide otherwise, each Party shall be entitled to choose one of the methods of giving Notice to another Party specified in paragraphs 9.3 and 9.4. The information that constitutes the Bank Secret may be delivered (handed in or told) in person only to the Customer with whom the information that constitutes the Bank Secret is concerned or his duly authorized representative. The information that constitutes the Bank Secret may be also disclosed in cases prescribed by the law.

9.7. Notices delivered by the Parties shall be deemed received:

9.7.1. If the Notice is given verbally (told) directly or over the phone, on the day the recipient hears the content of the Notice clearly expressed by information provider;

9.7.2. If the Notice is given directly, on the day of handing it in;

9.7.3. If the Notice is sent by mail, after five (5) calendar days (if sent within the mainland territory of the Republic of Lithuania) or after fourteen (14) calendar days (if sent from

outside of the mainland territory of the Republic of Lithuania or to the mainland territory of the Republic of Lithuania) from the day of posting;

9.7.4. If the Notice is sent by e-mail, phone (if electronic document is delivered) and other means of telecommunication, on the next business day in the country of the recipient after the day of sending;

9.7.5. If the Notice is announced in the online banking system of the Bank, on the next business day in the country of the recipient after the day of announcement;

9.7.6. If the Notice is announced publicly, on the day of announcement;

9.7.7. If the recipient sent an acknowledgment of receipt of the Notice or confirmed receiving the Notice earlier than specified in paragraphs 9.7.1–9.7.6, on the earlier of the following days: on the day of sending the confirmation to the Bank or on the day specified in the confirmation.

9.8. If the Parties to the Agreements concluded with the Bank and/or BOs (if the Agreements are concluded for the benefit of a Third Party, as stipulated by article 6.191 of the Civil Code of the Republic of Lithuania) are a plurality of persons (co-debtors, holders of joint Account, etc.), the Bank shall be entitled to address the Notices related to these Agreements to any of the persons of the plurality; this person must forward the received information to other persons of the plurality specified in the Agreement; the Notice shall be deemed delivered by the Bank to all other Parties and BOs of the Agreement.

9.9. The Bank shall be entitled to give Notice to the Customer using the last Contact Information given by the Customer. If there is no Contact Information of the Bank specified in the Agreements, the Customer shall be entitled to give Notice to the Bank using Contact Information of the Bank specified in these General Regulations and website of the Bank.

9.10. The Parties shall immediately but not later than within five (5) calendar days notify each other about changed Contact Information. Upon request of the Bank, the Customer shall present the documents attesting the change of Contact Information.

9.11. The Parties shall immediately but not later than within five (5) calendar days present each other with the information about any circumstances that may be significant for the fulfilment of the Agreements, e.g., about aggravation and/or obstacles in fulfilling the Agreements. Upon request of the Bank, regardless of the fact whether such information was provided to public registers, the Customer shall present the following documents attesting to such circumstances as well as the documents attesting the bringing out or initiation of bankruptcy and/or restructuring proceedings against the Customer, winding-up, reorganization, restructuring of the Customer (or initiation of such procedures or significant change), etc.

9.12. The Agreements may stipulate that the Parties must periodically deliver to each other certain Notices related to the fulfilment of the Agreements. In such case, the Parties shall give Notices observing the requirements of these General Regulations and the Agreements.

9.13. Notices sent by the Bank to the Customer shall not be deemed to be the Bank's offer to the Customer to conclude an Agreements or use the Services, except for the cases, when the Bank's Notice clearly states that such offer is being made.

9.14. The Bank shall have the right to use the Customer's

Contact Information (for example address, phone number, e-mail address, etc.) submitted to the Bank by the Customer and / or provided them in the documents submitted to the Bank to authenticate the Customer and / or for communication with the Customer.

9.15. The Bank shall provide the statutory information regarding the insurance of deposits on the Bank's Website, unless applicable law stipulates otherwise. the Bank shall furnish the information print-outs at any customer service units of the Bank at the Customer's request.

## 10. Confidential information

10.1. The Parties shall be prohibited from disclosing Confidential Information to Third Parties. This prohibition shall be of indefinite duration and shall be valid throughout the Period of the Agreements and after its expiry. The Customer agrees that the Bank shall have the right to disclose Customer's information and all other information pertaining to the relationships between the Customer and the Bank, including information that is Bank's Secret, in observance of below specified requirements and to the below specified persons:

10.1.1. Persons that belong to the Bank's group for the purpose of providing a service to a Customer, which is provided by a person that belongs to the Bank's group, or submitting a proposal to the customer for the provision of such service;

10.1.2. Persons involved in the performance of the Agreements or the provision of Services to the Customer, including, but not limited to the persons, who provide to the Bank documents preparation / transmission services for the purpose of the proper performance of the Agreements and / or the provision of Services;

10.1.3. For any persons in the event of improper performance or non-performance of the Customer's obligations under the Agreements;

10.1.4. Other persons (advocates, consultants, auditor, etc.), who the Bank involves for the provision of services necessary to the Bank and/or to the Customer.

10.2. The Bank shall not assume liability for disclosure of Confidential Information, done as stipulated herein.

## 11. Processing of personal and other data

11.1. The Bank shall process data of the Customer or the Customer's representative in accordance with the procedure and terms laid down in the Personal Data Processing Principles of the Bank. Personal Data Processing Principles are available on the website of the Bank at <https://www.citadele.lt/en/support/personal-data/>.

## 12. Liability of the parties

12.1. Liability of the Parties shall be established according to applicable laws and (or) the terms and conditions of the Agreements.

12.2. Unless the Agreements provide otherwise, the Party having breached the Agreements, including providing knowingly misleading information or making a knowingly misleading statement (incorrect, inaccurate or with omissions) or warranty in the Agreements shall compensate the loss and damages incurred by the other Party. In the interest of clarity, the Parties agreed that the Bank shall be liable only for direct losses incurred by the Customer due to the fault of the Bank.

12.3. In addition to other cases that may be stipulated by



Agreements, the Bank shall not be liable for damages incurred by the Customer due to the following reasons:

12.3.1. The Services were not provided at the time the Customer and/or his representative had expected due to the fact that correspondent banks did not perform or improperly performed the actions that had to be performed by them or performed the actions that should have not been performed;

12.3.2. Change of currency exchange rates, indices and/or rates of securities or other risks related to the Customer, Services provided to the Customer, Agreements concluded with the Customer and/or investment of the Customer.

**12.3.3. In cases stipulated in paragraph 9.5 of the General Regulations.**

### 13. Amendment of the general regulations, their appendices and pricelist

13.1. If serious reasons exist, the Bank shall be entitled to: unilaterally amend or improve the General Regulations and their appendices due to change of conditions and/or functionality of Services provided by the Bank, improvement of information systems and/or technological improvement, amendment of applicable legislation, attempting to specify (for clearer or more precise regulation), and for any reason to make any changes in the Pricelist not related to changes in Key Interest Rate or Key Exchange Rate by giving Notice to the Customer not later than thirty (30) calendar days before the effective date of the above amendments, except for the case provided for in paragraph 14.7, and when Agreement and/or legal acts of the Republic of Lithuania provide otherwise. The above Notice about amendment of the General Regulations and/or Pricelist shall be made public on the website of the Bank and customer service departments of the Bank and may also be delivered to the Customers personally.

13.2. Amendments to the Pricelist related to or arising out of the changes in Key Interest Rate or Key Exchange Rate shall come into effect and be applicable without separate notice and with immediate effect after the Bank makes the announcement about the change of the Pricelist and/ or makes public the amended Pricelist and/or delivers the Pricelist to the Customers personally.

13.3. If the Customer does not agree with unilateral amendments to the General Regulations and/or their appendices, including the Pricelist, the Customer shall be entitled to unilaterally terminate the Agreements concluded with the Bank not later than by the effective date of the amendment and if the amendments to the Pricelist are effective immediately – not later than within thirty (30) calendar days from making the amended Pricelist public and/or its delivery to the Customer personally. It shall be deemed that the Customer agreed with the above amendments, if he has not terminated the Agreements concluded with the Bank as set out herein.

13.4. The Bank shall be entitled to unilaterally and without separate written agreement between the Bank and the Customer change terms and conditions of the General Regulations, standard regulations for the provision of a specific Service, the Pricelist (including those which may only be amended by written agreement between the Bank and the Customer), if such amendments do not worsen the situation of the Customer, and to make such amendments with immediate effect, or the Bank shall be entitled to set shorter deadlines for giving notice than those specified in paragraph 13.1.

13.5. The Customer shall be entitled to familiarize himself

with the applicable version of the General Regulations and/or the Payment Rules and/or the Pricelist as well as with any version of the General Regulations and/or the Payment Rules, and/or the Pricelist, which was valid during the period when the General Regulations and/or the Payment Rules, and/or the Pricelist were applicable to the Customer. Current versions of the General Regulations, Payment Rules, and Pricelist may be published on the website of the Bank, and if they are not published or if the Customer requires to familiarize himself with any other version, which was valid during the period they applied to the Customer, upon separate request of the Customer, the respective versions of the General Regulations and/or Payment Rules and/or Pricelist shall be presented to the Customer in Writing or using other Durable Medium.

### 14. Procedure of concluding, amending and terminating the agreement

14.1. The Agreements concluded between the Bank and the Customer shall be signed by both Parties in Written, or, by filling in the respective application for using of the Services (including, during remote onboarding, if offered by the Bank), unless the respective Agreements provides otherwise.

**14.2. In cases provided for in the legislation, the Bank shall be entitled to check the information provided to the Bank by the Customer using publicly available sources of information, reliable and independent non-public sources of information and other legal means.**

14.3. The Bank shall be entitled to refuse to conclude the Agreements with the person, execute the Customer's order or provide Service, or to suspend execution of an order, and in cases provided for in the legislation, the Agreements or other documents regulating relations between the Customer and the Bank, to terminate business relationship with the Customer, if the Customer:

14.3.1. fails, avoids or refuses to provide data and / or documents necessary for the identification and/or authentication of the Customer, its BO, and / or of the management (organizational) structure of the Customer who is a legal person;

14.3.2. fails to substantiate their professional, economic or personal links with the Republic of Lithuania;

14.3.3. have defaulted on its obligations assumed under agreements concluded with the Bank or other entities that belong to the Bank group and / or other creditors;

14.3.4. were convicted for criminal offences or committed a criminal offence using the services of the Bank (fraud, misappropriation of funds, financial crimes, etc.);

14.3.5. according to the information available to the Bank, is related or was related in the past with criminal organizations;

14.3.6. is person who have its registered address in a target territory within the meaning of the legal acts of the Republic of Lithuania;

14.3.7. is trading or intermediate in trading of virtual currency (e.g. bitcoin and etc.);

14.3.8. Other facts not mentioned in paragraphs 14.3.1 – 14.3.7 may be considered by the Bank as material reasons, if they allow assuming that the conclusion of the Agreements by the Bank would infringe the legitimate interests of the Bank, its Customers or the public.

14.4. The Bank shall have the right to terminate business relations fully or partially (incl. terminate any Service Agreements) with the Customer or impose restrictions in provision of Services, including to refuse/refrain from

payment order execution or payment acceptance, if the Bank has reason to believe that the Customer and/or Customer group or a person related thereto, including its BO, employee (in cases mentioned in Paragraph 14.4.6 - the responsible employee, for example Board Member, Head of Department, Head of Division, etc), and/or representative:

14.4.1. in the opinion of the Bank, Customer is engaged in the field of activity with high level of risk of money laundering and terrorist financing;

14.4.2. fails to provide sufficient evidence and / or documents supporting the lawful basis of the acquisition and / or source (origin) of funds or other assets, or avoids or refuses providing the aforementioned evidence and / or documents, or there are other circumstances which allow assuming that the person is related with money laundering and / or terrorist financing;

14.4.3. is a person against whom directly or indirectly, fully or partially Sanctions have been imposed or are applicable;

14.4.4. has directly or indirectly violated and/or performed activities with the aim to violate or evade Sanctions and/or binding normative acts in the field of sanctions or prevention of money laundering, terrorist financing;

14.4.5. is directly or indirectly engaged in activities that contain increased Sanctions risk factors as defined by the Bank;

14.4.6. fails to comply (have failed to comply) with the Terms Against Prohibited Conduct.

14.4.7. The Bank suspects that the origin of the Customer's funds is illegal, and it is impossible to disprove these suspicions, and the Customer fails to properly cooperate with the Bank;

14.4.8. The Customer used or attempted to use forged documents or knowingly submitted (attempted to submit) to the Bank false information to cover his economic activities, BO, the origin of funds or monetary transactions;

14.4.9. The Customer knowingly fails to update his identification details and information about his activities and the origin of his funds, when the Bank has information that such details have substantially changed;

14.4.10. It has been found that the Account and (or) the Services are actually used by the Third parties unknown to the Bank, rather than the Customer.

14.5. The Bank shall not be obliged to explain in detail to the Customer the reasons for refusal to cooperate, including execution of Customers instructions and / or provision of Services, unless it is mandatory to do so by law.

14.6. The appendices and amendments to the Agreements shall be an integral part of the Agreements and shall be signed by both Parties, unless the provisions of relevant Agreements stipulate otherwise.

14.7. The Bank shall be entitled to unilaterally amend the terms and conditions of any Agreements or any type or subtype of Agreements (including the Agreements that may only be amended by written agreement of the Parties) without separate written agreement of the Parties, if the amendments are associated with serious reasons: change of conditions and/or functionality of Services provided by the Bank, improvement of information systems and/or technological improvement, amendment of applicable legislation, etc. The Bank shall publish the information about the amendments on the Bank's Website and, if requested so by law, notify the respective Customers personally not later than sixty (60) calendar days before the effective date of amendment to the Agreements. If the Customer does not agree with the unilateral amendments of the Bank to the Agreements, the Customer shall be entitled to

unilaterally terminate the Agreements with the Bank before the effective date of the respective amendments; if the respective terminated Agreements are related to other Agreements, any of the Parties shall be entitled to terminate other Agreements as well. If the Customer does not terminate the Agreements with the Bank as specified above, it shall be considered that the Customer agrees with the above amendments.

14.8. The Client undertakes to take appropriate measures to ensure that the Client and members of the Client Group (legal entity), their representatives and BO comply with the requirements set out in the Sanctions legislation and in their activities comply with and follow the Terms Against Prohibited Conduct.

14.9. The Bank may refuse executing the instruction submitted by the Customer, if such instruction is connected with another country (e.g. the submitted instruction is in foreign currency, the bank or a payee named in an instruction is in foreign country) and if it is necessary because of the requirements of correspondent bank, relevant public authorities or payee's bank, or where the payment is directly or indirectly connected with persons, including banks, subject to economic, commercial or financial sanctions, embargoes or other restrictive measures imposed, applied or administered by the United Nations, the European Union, the United States of America, the other parties and / or bodies of these entities.

14.10. Having concluded the Agreements with the Bank by remote means, the Customer may withdraw from the Agreements by giving written notice to the Bank in a Durable Medium within fourteen (14) days from the date of entry into the Agreements.

14.11. Having concluded the Agreements with the Bank by remote means and by signing this Agreement, the Customer agrees that the Bank begins providing Services covered by the Agreement before the end of the withdrawal period provided for in paragraph 14.10. The Customer understood that once the Bank begins performing the Agreements with the Customer's consent before the end of the withdrawal period and the Customer exercises the right of withdrawal, he shall be required to pay the Bank for the Services actually provided to him under the Agreements within the time period specified in the Agreements.

14.12. To exercise the right of withdrawal from the Agreements provided for in paragraph 14.10, the Customer shall be required to make all necessary payments under the Agreements not later than within thirty (30) calendar days before the posting of the Notice of withdrawal from the Agreements.

## 15. Basic payment account

15.1. Consumers Legally Residing in the Country may apply to the Bank for the opening of the Basic Payment Account. The Basic Payment Account shall be opened in euro. The Basic Payment Account may be opened with the Bank only for a natural person.

15.2. The existing Customers of the Bank meeting the criteria of a Consumer Legally Residing in the Country and holding payment account with the Bank shall be entitled to ask to change its status to the Basic Payment Account free of charge, keeping the unique payment account number, and shall be entitled to replace the Basic Payment Account with another payment account free of charge.

15.3. The Bank shall be entitled to request the Customer applying for the opening of the Basic Payment Account to

substantiate his professional, economic, social or personal relations with the Republic of Lithuania and shall be entitled to ask the Customer to present documents evidencing his relations with the Republic of Lithuania.

15.4. For the Basic Payment Account service (as defined by the Bank of Lithuania), the Bank shall be entitled to charge Commission, maximum monthly amount of which is established by the Bank of Lithuania and which is specified in the Pricelist. The Commission shall be paid for the previous month and debited in the following month.

15.5. Commission for the Basic Payment Account applied to customers who receive monetary social assistance granted to low income residents under the Law on Monetary Social Assistance for Low Income Residents of the Republic of Lithuania shall not exceed 50 percent of the maximum Commission set by the the Bank of Lithuania or could be in a different amount as per applicable laws. In cases where the Customer is no longer a person receiving monetary social assistance granted to low income residents under the Law on Monetary Social Assistance for Low Income Residents of the Republic of Lithuania, he shall be charged the Commission specified in the Pricelist.

15.6. Upon receipt of the Customer's application for the opening of the Basic Payment Account, the Bank shall not later than within ten (10) working days from the date of receipt of the application and all necessary information pass a decision to open the Main Payment Account or refuse to open it.

15.7. The Bank shall be required to refuse to open the Basic Payment Account if this would conflict with the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania.

15.8. The Bank shall be entitled not to open the Basic Payment Account in the Bank in the following cases, in addition to cases, stipulated in paragraphs 14.3 or 14.4:

15.8.1. The Customer already has a payment account opened in any other financial institution operating in the Republic of Lithuania, which gives him the possibility to use the Basic Payment Account services, except in cases where the Customer informs the Bank that he was informed of the closing of his payment account. In such event, the Bank shall be entitled to rely on the confirmation signed by the Customer or the Customer's consent for checking whether the Customer has a payment account opened in a financial institution operating in the Republic of Lithuania, which gives him the possibility to use the Basic Payment Account services;

15.8.2. The Customer failed to substantiate his relations with the Republic of Lithuania.

15.9. The Bank shall be entitled to unilaterally terminate the Agreement on the Basic Payment Account by giving a Notice to the Customer at least sixty (60) days in advance, except in cases where such disclosure of information would conflict with purposes of the national security or public order, in the following cases:

15.9.1. The Client violated the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania on measures for the prevention of money laundering and (or) terrorist financing or otherwise intentionally used the Main Payment Account for illegal purposes;

15.9.2. No payment transactions were performed in the Basic Payment Account for more than twenty-four (24) consecutive months;

15.9.3. Seeking to open the Basic Payment Account, the Customer presented false information;

15.9.4. The Customer is no longer considered a consumer legally residing in the country;

15.9.5. It has been determined that the Customer has another payment account opened by a payment service provider operating in the Republic of Lithuania, which gives him the possibility to use the Basic Payment Account services.

15.10. Under the circumstances provided for in subparagraphs 15.9.1 or 15.9.3, the agreement on the Basic Payment Account may be terminated with immediate effect by notifying the Customer hereof.

## 16. Transfer of rights and obligations

16.1. The Customer may not transfer his rights and/or obligations under the Agreements to third parties without a prior written consent of the Bank.

16.2. The Bank shall be entitled to transfer its rights and/or obligations under the Agreements to the third parties who have the right to provide the appropriate financial services in the Republic of Lithuania without the prior written consent of the Customer.

## 17. Appendices

17.1. The following appendices to the General Regulations shall be an integral part of these General Regulations:

17.1.1. Rules for Providing Payment Services and Management of Bank Account;

17.1.2. Pricelist

## 18. Applicable law and dispute resolution

18.1. These General Regulations have been drawn up in accordance with the laws of the Republic of Lithuania and legal relations arising out of them and relating thereto (including the matters of drawing up, validity, invalidity, fulfilment, termination and rejection of the General Regulations) shall be subject to the laws of the Republic of Lithuania and these General Regulations shall be interpreted in accordance with the above laws.

18.2. The Agreements concluded between the Parties and legal relations arising out of them and relating thereto (including the issues of drawing up, validity, invalidity, fulfilment, termination and withdrawal from the Agreements) shall be subject to the laws of the Republic of Lithuania and the Agreements shall be interpreted in accordance with the above laws, unless particular Agreements provide otherwise.

18.3. Unless individual Agreements provide otherwise, all disputes, disagreements and claims shall be resolved by negotiation between the Parties. If the Parties fail to reach an agreement within thirty (30) calendar days from the occurrence of the dispute, disagreement or claim, the dispute, disagreement or claim shall be forwarded to courts of the Republic of Lithuania according to the registered seat of the Bank, and if the Customer is a consumer, who has a place of residence in the Republic of Lithuania – to courts of the Republic of Lithuania determining the jurisdiction according to the regulations of laws of the Republic of Lithuania.

18.4. Customers complaints regarding the actions of the Bank shall be examined by the Bank (including written reply to the Customer) not later than within fifteen (15) business days after the date of receipt thereof. In exceptional cases, where the reply cannot be given within fifteen (15) business days due to reasons beyond any control of the Bank, the

Bank shall deliver a non-final reply and specify the reasons of the delay to give the reply as well as the date of delivering the final reply to the Customer. The period during which the final reply is to be given shall not exceed thirty five (35) business days.

18.5. The request, inquiry or claim must specify the circumstances and documents serving as grounds for presenting the request, inquiry or claim. If in the request, inquiry or claim the Customer refers to the documents that the Bank does not have, such documents or notarized copies

thereof must be presented along with the request, inquiry or claim.

18.6. If the Customer is to be considered a Consumer under the legislation of the Republic of Lithuania and the Bank fails to satisfy the Customer's claims or satisfies them in part, he shall be entitled to apply to the Bank of Lithuania (Totorių str. 4, LT-01121, Vilnius, [www.lb.lt](http://www.lb.lt)) in accordance with the procedure prescribed by the Law on Banks and other legal acts of the Republic of Lithuania within (one) year after applying to the Bank