

RULES OF PROVIDING PAYMENT SERVICES AND MANAGEMENT OF BANK ACCOUNT AND PAYMENT CARD ACCOUNT

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1. INTRODUCTION

- 1.1. The rules of providing payment services and management of bank account and payment card account (hereinafter referred to as the "Payment Rules") were drawn up in accordance with the legislation of the Republic of Lithuania and the European Union regulating the provision of payment services.
- 1.2. Payment Rules are an integral part of the General Regulations and therefore, must be read and interpreted collectively with respect to the context. Payment Rules regulate the provision of payment services and the management of bank account and payment card account.

2. DEFINITIONS

- 2.1. The capitalized terms used in these Payment Rules shall have the following meanings, unless the context requires otherwise. The terms defined in section 2 of the General Regulations are also used in the Payment Rules.
 - 2.1.1. **Automated Credit Transfer** shall mean a transfer of funds initiated by the Payer for the purpose of paying the e-invoices presented by the Beneficiary and performed by the Bank in accordance with advance payment order of the Payer.
 - 2.1.2. **Bank Business Day** shall mean the day when the Bank is performing the operations necessary for a Payment Transaction. The Bank shall fulfil the orders to transfer funds from one account to another within the Bank every day and the orders to transfer funds to the accounts in other banks on Bank Business Days, when the financial center mediating for the Bank in providing Payment Services and processing the Payment Order data in respective currency is operating.
 - 2.1.3. **E-Invoice** shall mean an electronic invoice issued by the Beneficiary to the Payer for the services provided or the goods supplied under the agreement between the Beneficiary and the Payer and presented by mediation of the Bank and/or other Payment Service Provider and/or Operator.
 - 2.1.4. **Beneficiary** shall mean a natural or legal person who received the funds of the Payment Transaction.
 - 2.1.5. **Internet Banking** shall mean the provision of Payment Services using the online system for the provision of services of the Bank (including mobile application) according to the agreement concluded by the Customer and the Bank.
 - 2.1.6. **Advance Payment Order** shall mean consent/request of the Client (Payer) to perform the specified transactions given to the Bank in advance.
 - 2.1.7. **Statement** shall mean a document of the Bank providing the information about the transactions performed in the Payment account in a certain period of time.
 - 2.1.8. **Pricelist** shall mean the Pricelist of services and operations of the Bank approved in accordance with the procedure specified by the Bank, which is an integral part of the agreement, and which is available on the website of the Bank at www.citadele.lt or in customer service divisions of the Bank.
 - 2.1.9. **Client** shall mean a natural person or legal entity using or expressing the willingness to use the Services provided by the Bank.
 - 2.1.10. **Commission** shall mean the remuneration to the Bank for a Payment Transaction and/or related services.
 - 2.1.11. **Credit Transfer** shall mean a Payment Service, where the Bank transfers money from the Payer's account to the Beneficiary's account according to the Payer's order.
 - 2.1.12. **Payment Order** shall mean the Payer's or Beneficiary's order for the Bank to perform a Payment Transaction.
 - 2.1.13. **Payment Transaction** shall mean the deposit, transfer or withdrawal of funds initiated by the Payer, on behalf of the Payer or Beneficiary, regardless of the obligations of the Payer and the Beneficiary, which provide the basis for the transaction.
 - 2.1.14. **Payment Transaction Authorization** shall mean consent of the Payer to perform the Payment Transaction.
 - 2.1.15. **Payment Services** shall mean payment services provided by the Bank, as defined in the Law on Payments of the Republic of Lithuania.
 - 2.1.16. **Payment Initiation Service Provider** shall mean a payment service provider that provides a payment initiation service.
 - 2.1.17. **Means of Payment** shall mean the personalized means and/or certain procedures agreed by the Client as the user of Payment Services and the Bank and used by the Client to initiate Payment Orders.
 - 2.1.18. **Payment Account** shall mean an account in the Bank opened on behalf of one or several Clients as the users of Payment Services and used to perform Payment Transactions.
 - 2.1.19. **Payer** shall mean a Customer who has a Payment Account and permits execution of Payment Orders from such account or, where there is no Payment Account, a Customer who submits a Payment Order to the Bank.
 - 2.1.20. **Operator** – legal entity that acts on behalf of the Beneficiary, the Bank or other Payment Service Provider when issuing or accepting E-invoices.
 - 2.1.21. **Durable Medium** shall be the medium where the information intended to the user of Payment Services personally is stored so that the information can be

read during the time period relevant to the purpose of information and from which the information can be retrieved without changing it.

- 2.1.22. **Account Information Service Provider** shall mean a Payment Service Provider that provides account information service, i.e. presenting consolidated information online about one or several accounts held by the Customer with other Payment Service Providers.
- 2.1.23. **Agreement** shall mean a General Agreement, one-off payment agreement and/or other agreement for payment services concluded by the Bank and the Customer.
- 2.1.24. **Parties** shall mean the Bank and the Client, individually referred to as the Party.
- 2.1.25. **Unique Identifier** shall mean a combination of letters, numbers or symbols, which shall be granted to the user of Payment Services by the Payment Service Provider, and which shall be used for unambiguous authentication of the Client and/or Payment Account in a Payment Transaction.
- 2.1.26. **Foreign State** shall mean a non-member state, i.e., not a member state of the European Union and not a state in the European Economic Area (EEA).
- 2.1.27. **Member State** shall mean a term defined in the General Rules.
- 2.1.28. **Consumer** shall mean a natural person who is using the Payment Services provided by the Bank under the Agreement and is acting with the purposes other than its business or professional activity.
- 2.1.29. **Single Payment Agreement** shall mean the agreement between the Bank and the Client, which regulates a Single Payment Transaction without opening a Payment Account and without signing the General Agreement. The Payment Rules shall be an integral part of the Single Payment Agreement.

3. CONCLUDING THE AGREEMENTS

- 3.1. General Agreement:
- 3.1.1. shall be concluded, if the Client requests:
- (1) to open a Payment Account in the Bank; and/or
 - (2) to perform individual or repeated Payment Transactions for which the Bank demands that a Payment Account is opened in the Bank.
- 3.1.2. shall be deemed concluded after the Bank and the Client agree on the terms and conditions of opening a Payment Account.
- 3.2. Single Payment Agreement:
- 3.2.1. shall be concluded, if the user of Payment Services requests to perform a Single Payment Transaction, for which opening a Payment Account is not required by the Bank;
- 3.2.2. shall be deemed concluded after the Bank and the Client agree on the terms and conditions of providing a single Payment Service.
- 3.3. If the General Agreement does not provide for particular Payment Services, the Bank and the Client shall be entitled to sign separate Agreements for provision of such Payment Services.
- 3.4. If separate Agreements are signed for provision of certain Payment Services and the Client needs to

open a Payment Account, the terms and conditions of the General Agreement shall additionally apply to the relations of the Parties with regard to such Payment Services.

4. COMMISSION, INTEREST RATES AND FOREIGN EXCHANGE

- 4.1. The Client shall pay the Bank a Commission at the rate specified in the Pricelist and established by the Bank for the Payment Transactions performed and/or related services provided by the Bank.
- 4.2. The Bank may withdraw the Commission Fee and/or other amounts payable by the Customer to the Bank from the Customer's Payment Account used to perform the Payment Operation. The Bank may also withdraw the Commission Fee from other accounts opened by the Customer in the Bank. In cases specified by the Bank as well as upon the Bank's request, the Customer shall pay the Commission Fee to the Bank in cash prior to performing the Payment Operation. The Bank may also withdraw the commission fee directly related to the Payment Operation payable by the Customer/Beneficiary from the amount transferred to the Customer/Beneficiary prior to crediting it to the Customer's/Beneficiary's account.
- 4.3. If the Payment Transaction is performed using the Payment Account and there is not enough funds in the Client's Payment Account to cover the Payment Transaction and the Commission, the Bank shall be entitled not to perform the Payment Transaction.
- 4.4. The Commission shall be paid in the currency specified in the Pricelist.
- 4.5. If there is not enough funds in the Payment Account to pay the Commission in the specified currency and unless the Agreement provides otherwise, the Bank shall be entitled to use the Key Exchange Rate and convert the currency of the funds in the Payment Account into the currency specified in the Pricelist. The Bank shall not be liable for the Customer's losses incurred due to changes in the exchange rate.
- 4.6. If the Agreement or the Pricelist provide so, the Bank shall pay the Client interest for the funds stored in the Payment Account. If the Bank is paying the Client interest for the funds stored in the Payment Account and unless the Agreement provides otherwise, the interest shall be calculated for the balance of funds in the Payment Account after the last transaction of the day performed in the Payment Account. For the purposes of calculating the interest it shall be considered that a year has 365 (three hundred and sixty-five) days, a leap year has 366 (three hundred and sixty-six) days and a month has its actual number of days. The interest calculated for a calendar month shall be transferred to the Client's Payment Account on the last day of the calendar month.
- 4.7. If the Payment Operation results in a negative balance on the Customer's account, the Customer shall pay the Bank interest provided for in the appropriate agreement or the Pricelist until the debt is fully covered.

- 4.8. Newly defined Main Currency Exchange Rate and Main Interest Rate shall be applied by the Bank immediately and without further notice. Information about changes to the Main Currency Exchange Rate defined, re-defined and announced by the Bank is made available to the Customer in the customer service divisions of the Bank and on the website of the Bank, unless the Bank and the Customer agreed otherwise.

5. INFORMATION PROVIDED IN THE PAYMENT ORDER

- 5.1. The Bank shall credit/debit funds to/from the Payment Account according to the Unique Identifier specified in the Payment Order. If beside the Unique Identifier additional information is provided in the Payment Order, the Bank shall only be responsible for performing the Payment Transaction according to the Unique Identifier specified in the Payment Order. When crediting/debiting funds to/from the Payment Account according to the Unique Identifier presented in the Payment Order received by the Bank, the Bank shall be entitled not to verify whether the Unique Identifier corresponds to the name and surname/name of the owner of the Payment Account. If the Bank verifies this data and finds a clear mismatch of the Unique Identifier presented to the Bank and the name and surname/name of the owner of the Payment Account, the Bank shall be entitled not to perform such a Payment Transaction.
- 5.2. When performing the Payment Orders initiated by the Client, the Bank shall transfer the information provided in the Payment Order to the Payment Service Provider of the Beneficiary (including Client's personal data specified in the Payment Order). The Bank shall be entitled to establish the mandatory information, which must be presented to the Bank in order to have the Payment Order performed properly.

6. GIVING CONSENT TO PERFORM A PAYMENT TRANSACTION AND CANCELLING A PAYMENT TRANSACTION

- 6.1. The Client may give consent to perform a Payment Transaction in the form and procedure set by the Bank or agreed by the Bank and the Client. Client's consent to perform a Payment Transaction shall meet the requirements for its form and signing/sealing stipulated by the General Regulations, including but not limited to the fact that the Client's consent must be signed by the Client or Client's representative. Consent to perform a Payment Transaction may also be confirmed by electronic signature, entering the password, identification number granted to the Client and/or by other means of authentication specified in the Agreement. Consent to perform a Payment Transaction confirmed by above means shall be deemed confirmed by the Client and shall have the same legal power as paper documents signed by the Client.
- 6.2. Client's consent to perform a Payment Transaction shall be given prior to performing the Payment Transaction.

By agreement between the Client and the Bank, Client's consent/authorization to perform a Payment Transaction may also be given after performing the Payment Transaction.

- 6.3. Payment Transaction cannot be cancelled after it is received by the Payment Service Provider of the Payer, except for the cases specified in the present Payment Rules.
- 6.4. Payment Orders specified in paragraph 7.1.3 may be cancelled not later than by the end of the Bank Business Day preceding the agreed day.
- 6.5. After the time period specified in paragraphs 6.3–6.4 expires, the Payment Order may be cancelled only by agreement between the Client and the Bank.
- 6.6. The Bank shall be entitled to charge the Commission specified in the Pricelist for cancelling a Payment Order.
- 6.7. If the Payment Operation is initiated by the Beneficiary or through the Beneficiary by means of performing a Payment Operation based on the payment card and the Payer permits performing the Payment Operation (authorizes it), which states the exact operation amount, the Bank shall reserve the aforesaid amount in the Payer's account until a separate Payment Order of the Beneficiary is received regarding the transfer of the reserved funds.
- 6.8. In cases where the Bank receives an inquiry from the Payment Service Provider issuing means of payment based on the payment card asking whether there are sufficient funds on the Customer's/Payer's account to perform the Payment Operation based on the Payment Card, the Bank shall immediately give a simple reply (Yes or No) to the aforesaid Payment Service Provider, if all the conditions provided for in the Law on Payments have been met.

7. RECEIPT OF PAYMENT ORDER IN THE BANK

- 7.1. Payment Order shall be deemed received in the Bank:
- 7.1.1. On the day of its receipt, if the Payment Order is received on a Bank Business Day before the time (hour and minutes) specified in the Pricelist;
- 7.1.2. On the first Bank Business Day following the day of presenting the Payment Order to the Bank, if the Payment Order is received in the Bank after the time (hour and minutes) specified in the Pricelist or not on a Bank Business Day. The Bank shall be entitled to debit the amount of the Payment Order and the commission fee from the Client's Payment Account on the day of presenting the Payment Order to the Bank. The Customer shall ensure that there are sufficient funds on the account to execute the Payment Order not only at the moment of submitting the order, but also at the moment of debiting the funds from the Payment Account;
- 7.1.3. On a particular day or at the end of a certain period or on the day the Client (who is the Payer) presents the funds to the Bank, with regard to the time of starting to perform the Payment Order agreed by the Client, who initiates the Payment Order, and the Bank;
- 7.1.4. On the day third parties present to the Bank all information required by the Bank and necessary to fulfil the Payment

Order, if the Bank accepts a Payment Order from the Payer, which does not have all information required by the Bank (e.g., name of Beneficiary, IBAN of the Beneficiary, etc.) and in order to process the information presented in the Payment Order and to prepare the final Payment Order, the Bank engages third parties (e.g., accepts a payment according to a payment book).

- 7.2. If a respective day specified in paragraph 7.1.3 and/or 7.1.4, when a Payment Order is deemed received in the Bank, is not a Bank Business Day, the Payment Order shall be deemed received by the Bank on the first Bank Business Day following the day of presenting the Payment Order to the Bank.

8. TERMS OF PROVIDING PAYMENT SERVICES

- 8.1. The Bank undertakes to ensure that after receiving a Payment Order, the amount of Payment Transaction is credited to the account of the Payment Service Provider of the Beneficiary:
- 8.1.1. on the same Bank Business Day, if Credit Transfer is performed in euros in the Republic of Lithuania and the Payment Order was received in the Bank before the hour specified in the Pricelist, which shall not be earlier than 12.00 PM, and not later than on the next Bank Business Day, if the Payment Order was received after the hour specified in the Pricelist or not on a Bank Business Day;
- 8.1.2. not later than by the end of the following business day of the Bank, if the Beneficiary's account is held with another Payment Service Provider registered in a Member State and the Payment Order is in euro. Terms of execution of Payment Orders defined in paragraphs 8.1.1–8.1.2 may be extended by one business day, if the Payment Operation is initiated by a paper document;
- 8.1.3. not later than within 4 (four) Bank Business Days, if the Client is the Payer and the Payment Transaction is performed in the Republic of Lithuania or funds are transferred to other Member States in currency other than the currencies of Eurozone Member States or currency of Foreign States and shorter terms of performing Payment Transactions are not provided in the Pricelist;
- 8.1.4. on the day of performing the Payment Order, and if the day of performing the Payment Order is not a Bank Business Day, then on the next Bank Business Day, in the case specified in paragraph 9.1.3, if Credit Transfer is performed in euros in the Republic of Lithuania.
- 8.2. If Payment Transactions are performed in currencies of Foreign States or in currencies of Member States and funds are transferred to Foreign States and if the Client is the Payer, a term for crediting the amount of the Payment Transaction to the account of the Payment Service Provider of the Beneficiary shall not be set, except for the cases specified in the Pricelist.
- 8.3. Payment Transaction shall be performed in the currency agreed by the Payer and the Payment Service Provider. If there are not enough funds in the Payer's account to perform the Payment Transaction in the currency specified in the Payment Order, upon Payer's request, the Bank may convert the funds and provide the service of currency exchange to the currency required to

perform the Payment Transaction to the Payer. If the Payer fails to present a request to convert the currency, a Payment Transaction shall only be performed, if there are enough funds in the currency specified by the Payer in the Payment Order.

- 8.4. If the Client is the Beneficiary, the Bank shall ensure the possibility for the Client to use the amount of the Payment Transaction in the Payment Account immediately after the amount is credited to the Bank account and the Bank receives all necessary information. If the Payment Transaction is performed in a non-convertible currency (BYR, RUB, UAH), the Bank shall ensure such possibility within 1 (one) Bank Business Day after the amount is credited to the Bank account and the Bank receives all necessary information.
- 8.5. If cash is deposited to the Payment Account of the Client/Beneficiary, the Bank shall ensure that the funds are available for disposal not later than on the next Bank Business Day after receipt of funds. If the Client is a Customer, the Bank shall ensure that the funds are available for disposal immediately after receiving the funds.
- 8.6. When performing Payment operations, the Bank shall not assume liability for changes to the details of the Payment order introduced by the intermediary (correspondent bank) and/or Payment Service Provider of the Beneficiary or its intermediary (correspondent bank), mistakes and/or delayed execution of the Payment Order and/or failure to execute/improper execution of the Payment Order due to the fault of the correspondent bank and/or Payment Service Provider of the Beneficiary, and shall not refund the Commission Fee paid by the Customer for properly provided services.
- 8.7. The duration of providing other Payment Services shall be specified in the Agreements, the Pricelist or other documents (e.g., applications, requests and forms).

9. INFORMATION ABOUT INDIVIDUAL PAYMENT TRANSACTIONS PERFORMED UNDER THE GENERAL AGREEMENT PROVIDED TO THE USER OF PAYMENT SERVICES

- 9.1. Upon request of the Client, prior to the start of individual Payment Transaction initiated by the Client/Payer under the General Agreement, the Bank shall provide the Client with the information of maximum term of performing the particular Payment Transaction (specified in paragraph 9 of the Payment Rules), payable Commission and the breakdown of the Commission (specified in the Pricelist). The above information shall also be available to the Client in a Bank branch or Bank website.
- 9.2. In the Statement, the Bank shall provide the following information:
- 9.2.1. Amounts of each Payment Transaction debited from the Payment Account of the Client (Payer):
- 9.2.1.1. Information identifying each Payment Transaction to the Client/Payer and information related to the Beneficiary;
- 9.2.1.2. Payment Transaction amount in the currency, which was used to debit the amount from the Payment Account, or in the currency specified in the Payment Order;

- 9.2.1.3. Amount of Commission for the Payment Transaction and breakdown of the amount of Commission or the interest paid by the Client/Payer;
- 9.2.1.4. Exchange rate applied by the Bank and the amount of Payment Transaction after conversion of currency, if currency was converted during Payment Transaction;
- 9.2.1.5. Date of debit from the Payment Account of the Client/Payer.
- 9.2.2. Amounts of each Payment Transaction credited to the Payment Account of the Client/Beneficiary:
 - 9.2.2.1. Information identifying each Payment Transaction and Payer to the Client/Beneficiary and information of the Payment Order sent with the Payment Transaction;
 - 9.2.2.2. Payment Transaction amount in the currency, which was used to credit the amount to the Payment Account of the Client);
 - 9.2.2.3. Amount of Commission for the Payment Transaction and breakdown of the amount of Commission (information is provided in the Pricelist) or the interest paid by the Client/ Beneficiary (information is provided in the Pricelist);
 - 9.2.2.4. Exchange rate applied by the Bank and the amount of Payment Transaction before conversion of currency, if currency was converted during Payment Transaction;
 - 9.2.2.5. Date of credit to the Payment Account of the Client/Beneficiary.
- 9.3. The Client may receive the Statement in the following ways:
 - 9.3.1. Directly from a Bank employee upon arrival at the Bank Branch;
 - 9.3.2. If the Client is using the E-Banking services, they may print out the Statement themselves under the respective Agreement using the means provided under the Agreement;
 - 9.3.3. The Bank shall present the Statements to the Client by mail or in another agreed way under a respective Agreement concluded between the Client and the Bank and/or upon request of the Client.
- 9.4. If the Client is a Consumer, he shall be entitled to receive the Statement with provided information about Payment Transactions specified in paragraph 9.2 free of charge in the following ways:
 - 9.4.1. If the Client is using the E-Banking services, they may print out the Statement themselves under the respective Agreement using the means provided under the Agreement. Such Statements shall be provided free of charge regardless of frequency of presenting the Statements. The Bank shall be entitled to establish a time period covering the Payment Transactions specified in the Statement presented in the above manner; however, the Client shall be entitled to receive a Statement providing, at the Client's choice, the information about transactions performed in the Payment Account within 30 (thirty) calendar days before the day of application of the Client or in the preceding calendar month in this manner free of charge;
 - 9.4.2. Upon arrival at the Bank Branch, the Client shall be entitled to receive a Statement providing, at the Client's choice, the information about transactions performed in the Payment Account in 30 (thirty) calendar days before

the day of application of the Client or in the preceding calendar month directly from the Bank employee free of charge once per month. This paragraph shall apply in cases where the Customer does not have the Internet Banking account.

- 9.5. The Client shall pay the Commission in the amount specified in the Pricelist for presenting the Statements to the Client who is not a Consumer and for additional information other than specified in paragraph 9.2 of the Payment Rules presented at request of the Consumer and for more frequent Statements or presenting the Statements in the manner or by means other than specified in paragraph 9.4.

10. INFORMATION ABOUT SINGLE PAYMENT TRANSACTIONS PROVIDED TO THE USER OF PAYMENT SERVICES

- 10.1. If the Payment Order to perform a Single Payment Transaction is presented using the Means of Payment stipulated by the General Agreement, the Bank shall not be obliged to present the information or make it available, if such information has been presented to the user of Payment Services based on the General Agreement concluded with another Payment Service Provider or will be presented under such General Agreement.
- 10.2. Terms and conditions of performing single Payment Transactions:
 - 10.2.1. In order to ensure proper fulfilment of a Payment Order, the Client shall specify the Unique ID and/or other information required by the Bank (in established cases) to the Bank;
 - 10.2.2. Maximum duration for providing a particular Payment Service is specified in paragraph 9;
 - 10.2.3. The Commission payable by the Client and the breakdown of the amount of the Commission is presented in the Pricelist;
 - 10.2.4. If currency is converted during the Payment Transaction, the Key Exchange Rate shall be applied;
 - 10.2.5. Provisions of paragraphs 6, 7, 8, and 9 shall also be applicable in performing Single Payment Transactions.
- 10.3. Upon receipt of Payment Order to perform a Single Payment Transaction, the Bank shall immediately create the conditions to the Client/Payer to familiarize with the following information by available means:
 - 10.3.1. Information identifying the Payment Transaction to the Client/Payer and information related to the Beneficiary;
 - 10.3.2. Payment Transaction amount in the currency specified in the Payment Order;
 - 10.3.3. Amount of Commission for the Payment Transaction and breakdown of the amount of Commission (information is provided in the Pricelist);
 - 10.3.4. Key exchange rate applied by the Bank and the amount of Payment Transaction after conversion of currency, if currency was converted during Payment Transaction;
 - 10.3.5. Date of receipt of the Payment Order.
- 10.4. Upon request of the Client, the Bank shall present the information specified in paragraph 10.3 in writing or using another Durable Medium.

11. OBLIGATIONS OF THE USER OF PAYMENT SERVICES RELATED TO THE MEANS OF PAYMENT

- 11.1. The Client who is entitled to use the Means of Payment shall have the following obligations:
 - 11.1.1. To use the Means of Payment in accordance with the Rules regulating the issue and use of the Means of Payment;
 - 11.1.2. Having found out about the loss, theft, illegitimate acquisition or unauthorized use of the Means of Payment as well as the facts or suspicions that the personalized security features of the Means of Payment became known or may be used by third parties, to notify the Bank or its specified entity immediately in accordance with the Rules regulating the issue and use of the Means of Payment.
- 11.2. Having received the Means of Payment, the Client shall take measures immediately to protect personalized safety features of the Means of Payment.

12. PROTECTIVE AND CORRECTIVE MEASURES

- 12.1. The Client shall immediately notify the Bank in writing about theft or loss of the Means of Payment.
- 12.2. The Client entitled to use the Means of Payment shall observe the requirements set forth in paragraph 11.1.
- 12.3. The Client having received the Means of Payment shall observe the requirements specified in paragraph 11.2.
- 12.4. The Bank shall be entitled to block the Payment Account (i.e., completely or partially suspend the Payment Transactions in the Payment Account) and/or the Means of Payment (i.e., prohibit its use completely or partially):
 - 12.4.1. Due to objective reasons related to security of funds in the Payment Account and/or the Means of Payment;
 - 12.4.2. Due to suspected illegitimate or unfair use of funds in the Payment Account and/or the Means of Payment or due to highly increased risk that the Client will not be able to properly fulfil the payment obligation (including the use of the Means of Payment and a credit line or credit limit of the account);
 - 12.4.3. If the Client fails to observe the Agreement or other Agreements concluded with the Bank;
 - 12.4.4. If the Bank has reasonable suspicion that the funds in the Payment Account and/or the Means of Payment may be used by third parties without authorization;
 - 12.4.5. If the Bank has reasonable suspicion that the Payment Account and/or the Means of Payment may be or are being used for illegal activity;
 - 12.4.6. If the Bank receives substantiated information about the death of the Client who is a natural person or winding up/termination of the Client who is a legal person;
 - 12.4.7. If the Bank is provided with contradictory information about the persons entitled to represent the Client;
 - 12.4.8. if the funds in the Payment Account are seized or the Customer's rights to dispose of them are otherwise restricted;
 - 12.4.9. In the cases provided by law of the Republic of Lithuania, other legislation and the Agreement;
 - 12.4.10. The Bank may limit card payments in high-risk countries. The list of high-risk countries is published on the website
- 12.5. The Payment Account and/or the Means of Payment shall be blocked at the initiative of the Client, if the Client presents a respective request to the Bank or notifies the Bank in the procedure set by the Agreement about the theft, loss, illegitimate acquisition or unauthorized use of the Means of Payment issued to the Client and/or that the funds in the Payment Account and/or Means of Payment are being/may be used in other illegitimate manner. The Bank shall be entitled to demand that the Client's verbal request to block the Payment Account and/or Means of Payment was later confirmed in writing or by another method acceptable to the Bank. If the Payment Account and/or Means of Payment were blocked at the initiative of the Client, the Bank may cancel the blocking only upon receipt of written request of the Client, unless the Agreement provides otherwise. The Bank shall be entitled to replace the blocked Means of Payment by a new one.
- 12.6. In the cases specified in paragraphs 12.4 and/or 12.5, the Bank shall notify the Client in the manner stipulated by these Regulations and/or the Agreement about blocking the Payment Account and/or the Means of Payment and the reasons for blocking, if possible, prior to blocking the Payment Account and/or the Means of Payment, but not later than immediately after blocking it, except for the cases, when providing such information would impair the protective measures or is prohibited by law.
- 12.7. The Bank shall cancel the blocking of the Payment Account and/or the Means of Payment (or replace by new Means of Payment) when the reasons for blocking the Payment Account and/or the Means of Payment cease to exist.
- 12.8. The Bank shall not be liable for the damages incurred by the Client due to blocking the Payment Account and/or the Means of Payment, if they were blocked in procedure set forth in the Payment Rules and/or General Agreement.
- 12.9. Payment Transaction shall be deemed authorized only after the Client gives consent to perform it as specified in paragraph 6.1. The Client may authorize a Payment Transaction before or after it is performed, if agreed by the Client and the Bank. If the above consent is not given, Payment Transaction shall be deemed unauthorized.
- 12.10. The Client at any time before the term specified in paragraphs 7.1.3-7.1.4., after which a Payment Transaction cannot be cancelled (moment of irrevocability), may cancel consent to perform the Payment Transaction. Consent to perform several Payment Transactions may also be cancelled; in such case, all future Payment Transactions shall be deemed unauthorized.
- 12.11. If the Client denies having authorized the performed Payment Transaction or claims that the Payment Transaction was performed improperly, the Bank shall

of the Bank. When visiting countries included in the list of high-risk countries, the Customer shall inform the Bank hereof by phone or through the Internet Banking, stating the period of their visit, the country visited and the card that should be temporarily exempt from restrictions (e.g. could be used for payment operations).

bear the burden of proof that the Payment Transaction was authenticated, properly registered, entered in the accounts and was not affected by technical or any other interference.

- 12.12. If the Client denies having authorized the performed Payment Transaction, the use of the Means of Payment registered by the Bank shall not be sufficient proof that the Client has authorized the Payment Transaction, acted in an unfair manner and failed to fulfil one or more obligations specified in paragraphs 12.2 and 12.3 deliberately or due to gross negligence. If the Client is not the user of Payment Services, the use of the Means of Payment registered by the Bank shall be sufficient proof that the Client has authorized the Payment Transaction.
- 12.13. If the Client/Payer is the Consumer, the Client may bear the damages incurred due to unauthorized Payment Transactions up to EUR 50¹, if the damages were incurred due to the use of lost or stolen Means of Payment or an unauthorized acquisition of the Means of Payment. If the Client (Payer) is not the Consumer, the Client shall bear all damages incurred due to the specified causes.
- 12.14. The Client shall bear all damages incurred due to unauthorized Payment Transactions, if the Client incurred the damages when acting in unfair manner or failing to fulfil one or more obligations specified in paragraphs 12.2 and 12.3 deliberately or due to gross negligence. In these cases, the limit of the maximum amount of losses provided for in paragraph 12.13 shall not apply.
- 12.15. If the Bank does not request a safer authentication, losses incurred by the Customer due to unauthorized payment operations shall be borne by the Customer only if the Customer failed to act in good faith. If the Beneficiary or the Payment Service Provider of the Beneficiary do not apply safer authentication requirements, the Beneficiary or the Payment Service Provider of the Beneficiary shall compensate damage caused by the Customer to the Bank.
- 12.16. After the Client presents the request or claim specified in paragraph 12.5, the damages of the Client incurred after presenting such request or claim to the Bank regarding lost, stolen or illegitimately acquired Means of Payment shall be borne by the Bank, except for the cases where the Client acts in an unfair manner.
- 12.17. Upon receipt of the Customer's notification or becoming aware that the Payment Operation was not authorized by the Customer, the Bank shall (not later than by the end of the following business day):
- 12.17.1. return the amount of such unauthorized payment operation;
- 12.17.2. restore the balance of the Payment Account;
- 12.17.3. ensure that the Customer does not incur losses due to the unauthorized Payment Operation in the form of interest payable to or by him.
- This paragraph shall not apply, if the Bank has any doubts as to the legitimacy of the Payment Operation or suspects fraud.

Notification shall be deemed received in the Bank on the date of its delivery, if it was delivered to the Bank or received from 8 a.m. to 3 p.m. during a business day; if notification is delivered after 3 p.m., it shall be deemed received on the following business day of the Bank

- 12.18. If the Bank fails to create the conditions to notify about lost, stolen or illegitimately acquired Means of Payment at any time, the damages incurred due to unauthorized use of the Means of Payment shall be borne by the Bank, except for the cases where the Client acts in an unfair manner.
- 12.19. The Client shall at least 1 (once) per month check the information about Payment Transactions performed in the Payment Account. The fact that the Client did not request to have a Statement sent to them shall not release the Client from fulfilling the obligation.
- 12.20. The Client shall notify the Bank in writing about unauthorized and improperly performed Payment Transactions as well as about any other errors, discrepancies and inaccuracies in the Statement. Notice shall be given immediately, but not later than within 60 (sixty) calendar days from the day when, in Client's opinion, the Bank performed an unauthorized Payment Transaction or performed a Payment Transaction improperly.
- 12.21. If the Client is the Customer, the Client shall notify the Bank in writing about unauthorized Payment Transactions or improper debiting of funds from the Payment Account immediately, but not later than within 13 (thirteen) months from the date of debiting from the Payment Account. If the Client is not a Customer, notice specified herein must be given to the Bank within the time period specified in paragraph 12.20.
- 12.22. If the Client fails to give notice within the time period specified in paragraphs 12.20 and 12.21., the Client shall be deemed to have accepted the Payment Transactions in the Payment Account without reservation.
- 12.23. The terms specified in paragraphs 12.20 and 12.21 shall not be applicable, if the Bank fails to present to the Client the information about unauthorized or improperly performed Payment Transaction or to make it available to the Client.
- 12.24. If the Client presenting a Payment Order specifies the Unique Identifier, such Payment Order shall be deemed properly fulfilled, if it is fulfilled according to the specified Unique Identifier. If the Unique Identifier given by the Client is incorrect, the Bank shall not be liable under paragraph 12.26 and paragraph 12.26 for non-performance or improper performance of the Payment Transaction, but the Bank shall make effort to recover the funds of the Payment Transaction. If it is impossible to recover the funds, the Bank shall, upon the Customer's request, present to them all the available information relevant to the Customer in a written paper form or using other durable medium so that the Customer can take legal actions to recover the funds, including filing a claim with a court.
- 12.25. If the Client specifies not only the Unique Identifier, but also gives additional information, the Bank shall

¹ This provision also applies to the Payer (natural person) who engages in commercial or professional activities.

- only be liable for performing the Payment Transactions according to the Unique Identifier given by the Client.
- 12.26. If the Client/Payer initiated the Payment Order, the Bank shall be liable for proper performance of the Payment Transaction. If the Bank is able to prove to the Client/Payer and, in certain cases, to the Payment Service Provider of the Beneficiary that the Payment Service Provider of the Beneficiary has received the amount of the Payment Transaction, the Payment Services Provider of the Beneficiary shall be liable to the Beneficiary for proper performance of the Payment Transaction.
- 12.27. Should the Bank acting as a Payment Service Provider of the Payer be held liable under paragraph 12.26, the Bank shall immediately repay the Customer/Payer the amount of the failed or improperly performed Payment Operation and restore the balance on the Payment Account, from which the aforesaid amount was debited, so that the balance is the same as if the aforesaid Payment Operation did not take place, and ensure that the Customer does not incur losses in the form of amounts payable by or to the Customer.
- 12.28. Should the Bank acting as a Payment Service Provider of the Beneficiary be held liable under paragraph 16.26, the Bank shall immediately credit the amount of the Payment Operation to the Payment Account of the Customer/Beneficiary and/or enable the Customer/Beneficiary to dispose of such amount and ensure that the Customer does not incur losses in the form of amounts payable by or to the Customer. Should the Bank be unable to credit the amount of the Payment Operation transferred to the Customer/Beneficiary to the Customer's/Beneficiary's account, the Bank shall immediately and not later than within two business days repay the amount of the Payment Operation to the Payer.
- 12.29. In the event of delayed execution of the Payment Operation directly initiated by the Customer/Payer, the Bank shall, upon the Customer's/Payer's request, refer to the Payment Service Provider of the Beneficiary asking to ensure that the Beneficiary does not incur losses in the form of interest payable to or by the Payment Service Provider, as if the Payment Operation was properly performed.
- 12.30. In the event of delayed transfer of the Payment Order initiated by or through the Customer/Beneficiary, the Bank shall ensure that the Customer/Beneficiary does not incur losses in the form of interest payable to or by the Customer/Beneficiary.
- 12.31. The Bank shall pay interest of 0.02 percent to the Client for each day of delay to perform the Payment Transaction.
- 12.32. The Bank shall not be liable for additional expenses or indirect damages incurred (loss of income, profit, etc.) related to non-performed or improperly performed Payment Transaction.
- 12.33. If the Payment Transaction is not performed or is performed improperly after the Client/Payer initiates the Payment Order, the Bank as the Payment Service Provider of the Payer, in all cases upon request of the Client/Payer, shall take action to track the payment transaction and inform the Client/Payer about the results. The Customer may not be charged the commission fee for this.
- 12.34. Once the Payment Order is initiated by or through the Customer/Beneficiary, the Bank acting as the Payment Service Provider of the Beneficiary shall immediately transfer the Payment Order to the Payment Service Provider of the Payer. The Bank acting as the Payment Service Provider of the Beneficiary shall assume liability against the Customer/Beneficiary for proper transfer of the Payment Order to the Payment Service Provider of the Payer.
- 12.35. In the event of failed or improperly executed Payment Operation initiated by or through the Customer/Beneficiary, the Bank acting as the Beneficiary's Bank shall, upon the Customer's/Beneficiary's request, immediately take measures to find out the reasons thereof and inform the Customer/Beneficiary about the results.
- 12.36. The Bank shall not assume liability for additional costs or indirect losses (revenue forgone, loss of profit, etc.) incurred by the Customer due to the failed or improperly executed Payment Operation.
- 12.37. The liability of the Bank shall not be applicable under unusual circumstances or force majeure beyond the control of the person referring to such circumstances, which would have the effect that cannot be avoided by any means, or as provided by other legislation regulating the activity of the Bank.
- 12.38. The Client/Payer shall be entitled to recover from the Bank the whole amount of the already performed Automated Credit Transfer authorized by the Beneficiary, if the following conditions are met:
- 12.38.1. Precise amount of Automated Credit Transfer was not specified during authorization of the Automated Credit Transfer;
- 12.38.2. The amount of Automated Credit Transfer is higher than what the Client/Payer could have reasonably expected with regard to the previous expenses, terms and conditions of the Agreement and other circumstances, except for the circumstances related to currency exchange, if during the Payment Transaction, currency exchange rate agreed between the Client/Payer and the Bank was applied. If the Client/Payer giving an order to the Bank to perform Automated Credit Transfer transactions specifies a limit of such transactions (one transaction or several transactions performed in a certain time period), it shall be deemed that the Client could have reasonably expected such amount of Automated Credit Transfer transactions. If the Client is not the Consumer, the provisions of this paragraph shall not apply and the Client shall not be entitled to recover the above amount of Payment Transaction.
- 12.39. Upon request of the Bank, the Client/Payer shall present the information about the conditions stipulated by paragraph 16.38. The Client/Payer is informed and agrees that the Bank is entitled to transfer all necessary information, including, but not limited to Personal Data, Automated Credit Transfer transaction data and the amount of the Automated Credit Transfer transaction to the Beneficiary and/or its Payment Service Provider

- with a view of ensuring the refund of the amount of the Automated Credit Transfer Transaction.
- 12.40. The Client/Payer shall not be entitled to recover the amounts of Automated Credit Transfer transactions under paragraph 16.38, if the E-Invoice was presented to the Client/Payer at least 4 (four) weeks before the expected date of Automated Credit Transfer transaction.
- 12.41. The Client/Payer, who is the Consumer, shall be entitled to request that the Bank refunds the amount of Automated Credit Transfer transaction within 8 (eight) weeks from the day of debiting the funds from the Payment Account.
- 12.42. Having received the request of the Client/Consumer to refund the amount of the Payment Transaction, the Bank shall refund the full amount in 10 (ten) business days or specify the reasons for refusal to refund the amount and the procedure of appeal against such refusal.
- 12.43. The Bank shall be entitled to debit the incorrectly credited funds from the account of the Client. If there are not enough funds in the account of the Client to debit the incorrectly credited funds, the Client undertakes without reservation to refund the incorrectly credited funds to the Bank within 3 (three) calendar days from the day of request of the Bank.
- 12.44. If liability for the failure to execute, improper or delayed execution of the Payment Operation is borne by other Payment Service Provider or intermediary (e.g. correspondent bank), the Bank may request remuneration for the service provided and shall not repay the Commission Fee to the Customer paid by the latter to the liable Payment Service Provider or intermediary, due to whose fault the Payment Operation was not executed or was executed improperly. The Bank shall repay to the Customer the full amount of the Commission Fee and interest only if the Payment Operation was not executed or was executed improperly due to the fault of the Bank.

13. AMENDMENT OF AGREEMENTS

- 13.1. The Bank shall be entitled to unilaterally amend the General Regulations (which are an integral part of the General Agreement) under procedure specified in Article 14 thereof by notifying the Client within the agreed time period. If the Client does not agree with the amendment, the Client shall be entitled to terminate the General Agreement by written notice to the Bank without any Commission before the effective date of the amendment.
- 13.2. If the Client fails to exercise the right to terminate the General Agreement before the effective date of the amendment, the Client shall be deemed to have agreed with the amendment.
- 13.3. Other Agreements for provision of Payment Services may be amended in procedure specified therein.

14. VALIDITY AND EXPIRY OF AGREEMENTS

- 14.1. General Agreement shall be valid for an indefinite time period, unless it provides otherwise.

- 14.2. Single Payment Agreement shall be valid until the date of performing the Payment Transaction specified in the Single Payment Agreement.
- 14.3. Other Agreements for provision of Payment Services shall be valid for the time period specified therein and if the term is not specified – for an indefinite time period.
- 14.4. The Client shall be entitled to terminate the General Agreement by written notice to the Bank given not later than 30 (thirty) days before the termination.
- 14.5. The Bank may charge the Commission Fee for the termination of the General Agreement, if the Customer unilaterally terminates the Agreement within less than 6 months after entry into the Agreement.
- 14.6. Upon termination of the General Agreement by the Customer acting as a Consumer, the Bank shall present to them free of charge the information about Payment Operations executed over the past 36 months using the Payment Account of the user of the Payment Services; the information shall be presented in a paper form or using other durable medium. If less than 36 months passed since the effective date of the General Agreement, the Bank shall present the aforesaid information for the entire term of validity of the General Agreement. This information shall not be presented, if the Customer acting as a Consumer refuses to receive such information by informing the Bank in writing in a paper form or using other durable medium.
- 14.7. The Bank may terminate the General Agreement concluded for an indefinite period by informing the Customer/Consumer hereof at least sixty (60) calendar days prior to the termination date of the General Agreement; if the Customer is not deemed a Consumer, at least fifteen (15) days prior to the termination date, unless the mandatory provisions of the applicable legislation provide otherwise.
- 14.8. The Commission for Payment Services charged on a regular basis shall be paid by the Client pro rata until the day of termination of the General Agreement. If the Commission was paid in advance, it shall be refunded pro rata, unless the General Agreement provides otherwise. This provision shall apply only to the Customers who are treated as Consumers.
- 14.9. Payment Transactions initiated under the Agreement prior to the day of termination of the Agreement shall be completed under the terms and conditions of the Agreement applicable before the date of termination of the Agreement, unless the Bank and the Client agree otherwise.
- 14.10. In the cases provided by law, the Bank shall be entitled to terminate the General Agreement immediately or to refuse to perform a Payment Transaction.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

- 15.1. The law applicable to Payment Rules and procedure for dispute resolution between the Bank and the Client is stipulated by Article 19 of the General Regulations.