

General conditions of dealing with and servicing the customers of Swedbank, AB

1. TERMS

1.1. Terms used in these General Conditions on Dealing with and Servicing the Customers of Swedbank, AB shall have the following meanings:

- Personal data – means any information relating to a natural person who is identified or who can be identified directly or indirectly by reference to such data as a personal identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
- Personal data processing – means any operation, which is performed with personal data such as collection, recording, accumulation, storage, classification, grouping, combining, alteration (supplementing or rectifying), disclosure, making available, use, logical and/or arithmetic operations, retrieval, dissemination, destruction or any other operation or a set of operations;
- Bank – means Swedbank, AB, legal person's code 112029651; head office address Konstitucijos Av. 20A, LT-03502 Vilnius, Republic of Lithuania. Bank is registered in the Register of Legal Entities of the Republic of Lithuania. Bank has a licence No. 11 issued by the Bank of Lithuania, which entitles to service all licenced financial services. E-mail address of the Bank – info@swedbank.lt.
- Internet website of the Bank – means the Bank's website at the address: www.swedbank.lt;
- Bank Group – means the Bank and other persons who directly and (or) indirectly control more than half of the Bank's shares, and other persons in which the Bank and (or) legal persons who directly and (or) indirectly control more than half of the Bank's shares, have direct and (or) indirect interest (hold shares, contributions, etc.), and (or) financial statements of which in observance of requirements of applicable legal acts must be consolidated with financial statements of the Bank or legal persons who directly and (or) indirectly hold more than half of the Bank's shares;
- General Conditions – means the present General Conditions on Dealing with and Servicing the Customers of Swedbank, AB;
- Blocking – means restriction of the client's rights to carry out all or part of operations in the account on the client's instruction or on the initiative of the Bank;
- Electronic payment instruments – means payment card issued by the Bank, software installed in the computer of the client or his representative, software of the internet server of the Bank and other mean which by virtue of applicable legal acts can be considered electronic payment instruments and by using which the client can give instructions to the Bank related with monetary funds and (or) securities held on the client's accounts;
- Rates – means prices for services and operations of the Bank approved in observance of the procedure established in the Bank;
- Client – means natural or legal person who uses or has expressed the intention to use the services provided by the Bank;
- Beneficiary – means natural person who is the owner of the client (of a legal person) or foreign company) or who controls the client, and (or) a natural person in whose name a transaction or activities are carried out and the particular features of which are defined in legal acts;
- Instruction – means payment instruction or any other valid instruction related with monetary funds or securities held in the accounts which may be submitted by the client to the Bank according to the General Conditions and Service Conditions;
- Services – means financial and (or) other services provided by the Bank to the client which the Bank has the right to render by virtue of laws and other legal acts of the Republic of Lithuania;
- Service conditions – means particular conditions of provision of a service specified in the agreement and (or) internal legal acts of the Bank with which the client can get familiarised in observance of the procedure established in the agreement;
- Money laundering – means activities defined by legal acts for the purpose of concealing or disguising the illicit origin of money and (or) other property derived from criminal activity;
- Account – means bank account, securities account or any other account opened in the Bank for the client;

- Agreement – means agreement concluded between the Bank and the client for the provision of services;
- Parties – means the Bank and the client;
- Means of identification – means signature of a client or representative thereof, e-signature, personal identification number (PIN) assigned to the client or any other instrument (passwords, codes, keys, etc.), used for confirming the identity of a client or representative thereof in the manner agreed upon between the Bank and the client;
- Terrorist financing – means activities defined by legal acts aimed at using money to carry out offences;
- Direct marketing – means activities aimed at offering to individuals by mail, telephone or any other indirect manner the goods or services of the Bank or persons belonging to the Bank Group and (or) ask opinion of such persons about such goods and services offered;
- Third person – means any natural or legal person, other than the parties.

2. GENERAL PART

2.1. Scope of the General Conditions

2.1.1. The General Conditions shall apply to all relationships between the Bank and the client arising from the provision of services.

2.1.2. In addition to the General Conditions the relationships pertaining to the provision of services between the Bank and the client shall also be regulated by laws and other legal acts of the Republic of Lithuania, the Service Conditions and the principles of soundness, justice and fairness in banking activities.

2.1.3. If particular services are inconsistent with the General Conditions the Service Conditions shall prevail.

2.1.4. The General Conditions shall apply to all relationships between the client and the Bank related with the provision of services which arise before and continue after enforcement of the General Conditions. The General Conditions shall apply to all relationships between the client and the Bank related with the provision of services which arise after enforcement of the General Conditions.

2.1.5. The client may get familiarised with the General Conditions and Prices on the internet website of the Bank and (or) at the premises of client servicing outlets of the Bank. At the client's request the Bank shall issue a copy of the General Conditions.

2.1.6. The client who expresses a request to use a particular service may get familiarised with conditions of the particular service at the premises of client servicing outlets of the Bank. On agreement between the client and the Bank the client may get familiarised with conditions of the particular agreement using the electronic payment instruments.

2.2. Procedure of establishing and changing the General Conditions, Rates and (or) Service Conditions

2.2.1. The General Conditions, Rates and (or) standard Service Conditions shall be established by the Bank.

2.2.2. The Bank shall have the right to unilaterally change the General Conditions, Rates and (or) Service Conditions in the manner established in the General Conditions.

2.2.3. The Bank must inform the client about amendments to the General Conditions, Service Conditions and (or) Rates which encumber the client's condition (e.g., increase of applicable rates) at least 30 (thirty) calendar days in advance of the day on which such amendments are enforced, excluding the case provided for in item 2.2.7 of the General Conditions. The imposition of changes for new services of the Bank shall not be considered as worsening of the client's condition.

2.2.4 For the purpose of notifying the clients about changes of the General Conditions, Service Conditions and (or) Rates the Bank shall provide the information at the premises of client servicing outlets of the Bank and (or) on the internet website of the Bank. Also, the bank may inform about amendments to the General Conditions, Service Conditions and (or) Rates through advertisements in press or other media as well as by post and (or) e-messages sent to clients.

2.2.5. Information about amendments to the Conditions and (or) Rates announced at the premises of client servicing outlets of the Bank, on the internet website of the Bank and (or) press advertisements shall be considered as provided to the client in due manner in written. Information about amendments to the Service Conditions announced at the premises of client servicing outlets of the Bank, on the internet website of the Bank and (or) press advertisements shall be considered as provided to the client in written with the exception of cases specified in legal acts of the Republic of Lithuania and (or) agreements in which it is insistently established that the Bank must notify the client personally and in written about amendments to the Service Conditions.

2.2.6. If the client disagrees with changes of the General Conditions, Rates and (or) Service Conditions and such changes encumber the client's position, the client shall have the right to terminate the agreement which is directly linked with such changes, notifying the Bank about termination of such agreement before the day of enforcement of such changes during the period mentioned in item 2.2.3 above in written or in any

other manner agreed between the Bank and the client .

2.2.7. When there are valid reasons the Bank shall be entitled to change the General Conditions, Rates and (or) Service Conditions without notifying to the effect within the time limit established in item 2.2.3. In such cases the bank must forthwith notify the client about the changes at the client servicing outlets of the Bank, the internet website of the Bank and, where appropriate, through advertisements in press, and the client having learnt about the changes which encumber his condition shall have the right to forthwith terminate the agreement which is directly linked with such changes. The client must forthwith notify the Bank about termination of the agreement in written or in any other manner agreed between the Bank and the client.

2.2.8. Termination of the agreement in the manner referred to in items 2.2.6 or 2.2.7 shall not relieve the client for proper discharge of all his obligations to the Bank arising before the agreement termination day.

2.2.9. In those cases when the client does not use his right to terminate the agreement in the manner referred to in items 2.2.6 or 2.2.7 hereof, it shall be considered that the client has agreed with (accepted) the changes introduced in the General Conditions, Rates and (or) Service Conditions. The client who agrees with the changes introduced in the General Conditions, Rates and (or) Service Conditions later shall be deprived of the right to lodge with the bank his objection and (or) claims with regard to the content of such changes.

2.3. Interpretation of the General Conditions and Service Conditions

2.3.1. In consideration of the subject matter and context of the General Conditions and (or) Service Conditions, words used in the General Conditions and (or) Service Conditions in singular shall be understood and construed as words in plural and vice versa.

2.3.2. References in the General Conditions to certain items shall mean references to certain items of the General Conditions. References in the Service Conditions certain items shall mean references to certain items of the Service Conditions, unless the particular reference provides otherwise.

2.3.3. The headings of sections and articles in the General Conditions and Service Conditions are used only for easier reading and may not be used for interpreting a respective section or article .

2.3.4. Each provision of the General Conditions and (or) Service Conditions shall be construed together with other provisions of a respective document having regard to all provisions of the General Conditions and (or) Service Conditions and in consideration of their integrity and purposes.

2.3.5. If texts of the General Conditions and (or) Service Conditions are written in different languages, i.e. in the Lithuanian and another language and there are differences in understanding and construing such texts in different languages, the text in the Lithuanian language shall prevail.

2.3.6. Invalidity of one provision of the General Conditions and (or) Service Conditions shall have no impact and shall not render invalid other provisions of the General Conditions and (or) Service Conditions.

3. IDENTIFICATION OF THE CLIENT

3.1. Identification

3.1.1. The Bank shall identify the client and (or) representative thereof and (or) the beneficiary in the manner established in the General Conditions and applicable legal acts.

3.1.2. For the purpose of identifying the client and (or) representative thereof must submit to the Bank the required information and documents. The Bank shall have the right to take other legitimate measures of identification of the client and (or) representative thereof.

3.1.3. For the purpose of identifying a natural person it shall be necessary to establish his (her) forename, surname, personal identification number and (or) birth date, place of residence, the personal identification document, the date and number of its issuance as well as other identification particulars of the client.

3.1.4. A natural person in the Bank shall be identified according to the original personal identification documents submitted by such natural person and acceptable to the Bank – a passport of the citizen of the Republic of Lithuania, a personal identification card or other documents acceptable to the Bank. The Bank protecting the client's interests shall be entitled to refuse accepting from natural persons the personal identification documents which in the opinion of the Bank can be easily forged or documents which do not contain sufficient details for identification of a person.

3.1.5. For the purpose of identifying a legal person it shall be necessary to establish and register its name, place of registration of its head office, legal person's code and other particulars identifying the natural person.

3.1.6. A legal person in the Bank shall be identified according to its registration certificate, articles of association or other documents and data acceptable to the Bank.

3.1.7. If the agreement concluded between the Bank and the client so provides, the client may also be identified according to the identification instruments of the client submitted in electronic form, by word of mouth or in other ways agreed between the Bank and the client.

3.1.8. The Bank shall not have to identify a person who deposits funds in cash, except in cases when the client deposits funds in cash to his account and also in those cases when the Bank must identify such person according to legal acts of the Republic of Lithuania. When funds in cash are deposited by an underage client the bank shall have the right to identify such client.

3.2. Representation

3.2.1. In addition to the client himself, the legal representative of the client shall be entitled to use and dispose

the funds other assets held with the Bank that belong to the client.

3.2.2. The client's representative may represent the client in dealings with the Bank, if the representative submits a document confirming the powers granted to him (her) (an agreement, authorisation, etc.). The document confirming the powers shall conform to the requirements established for the form and content of such documents in laws and other legal acts of the Republic of Lithuania.

3.2.3. The Bank shall have the right to require that the client, who is a natural person, carries out the actions not through the representative, but personally. Such requirement of the Bank may be given due to important reasons seeking to protect lawful interests of the client and (or) the Bank (e.g., upon issuance of identification instruments).

3.2.4. The Bank shall accept only those documents submitted to it supporting the client representative's powers, which clearly and unambiguously identify the client, the client's representative and the extent of powers granted to the client. The Bank shall have the right to refuse the acceptance of documents which do not conform to the requirements mentioned in this paragraph.

3.2.5. When documents supporting the powers granted to the client's representative are drawn up not in the premises of the Bank, the Bank shall have the right to demand the notarisation of such documents.

3.2.6. The client submitting to the Bank the card with his (her) sample signatures and seal to his (her) account shall concurrently confirm to the Bank that persons specified in the card of sample signatures and seal have the necessary powers to give instructions to the Bank on behalf of the client, obtain information about operations carried out in the account and perform other actions on behalf of the client as specified in the card of sample signatures and seal. Furthermore, in such case the client confirming the card of sample signatures and seal shall also confirm sample signatures and seal contained in the aforementioned card as well as sample signatures and seal by which instructions submitted to the Bank will be approved.

3.2.7. When the client revokes the powers of his (her) representative before expiration of the term of validity of the document confirming the powers of such representative submitted to the Bank, the client must notify the Bank in written about revocation of powers of his (her) representative. All instructions of the client's representative submitted to the Bank on the client's behalf until the day on which the Bank receives the written notification of the client specified in this item shall be considered as submitted by a person duly authorised by the client and the client shall be deprived of the right to dispute such instructions.

3.2.8. With a view to protecting the lawful interests of the client and (or) the Bank, the Bank shall have the right to temporarily refrain from fulfilling the client representative's requests and (or) instructions until the documents confirming the client representative's powers are verified.

3.3. Signature

3.3.1. Unless the parties agree otherwise agreements concluded on behalf of the client, written instructions, requests and other documents submitted by the client to the Bank (hereinafter together the documents signed by the client) shall be signed by the client or by a lawful representative thereof.

3.3.2. The Bank shall have the right to demand from the client or his (her) representative to sign at the Bank the documents signed by the client or if such documents are drawn up not at the premises of the Bank, that the signature of the client or his (her) representative in the documents signed by the client is notarised.

3.3.3. When the client and the Bank use electronic payment instruments in the agreed manner documents signed by the client submitted to the Bank must be confirmed by the electronic signature of the client, passwords, codes issued to the client and (or) other means of identification of the client. Documents and instructions confirmed by such means of identification shall be considered having the same legal power as manually signed and sealed client's documents and may be used as proof for the purpose of settlement of disputes between the Bank and the client before courts and other institutions.

3.4. Requirements for documents submitted to the Bank

3.4.1. The client must furnish the Bank with original documents or notarised copies thereof.

3.4.2. The Bank shall have the right to assume that documents submitted by the client are authentic, true, valid and accurate.

3.4.3. The Bank shall have the right to demand that all documents submitted by the client which are drawn up abroad are legalised in the manner established by legal acts or certified by Apostille, excluding the cases when international treaties concluded between the Republic of Lithuania and a respective foreign state establish otherwise.

3.4.4. If documents submitted to the bank are drawn up in a foreign language the Bank shall have the right to demand their translation into the Lithuanian language. Translation of documents into the Lithuanian language must be confirmed by a competent translator acceptable to the Bank and (or) notarised.

3.4.5. All expenses of the drawing up, delivery, confirmation and translation of the client's documents delivered to the Bank shall be borne by the client.

3.4.6. The Bank shall have the right to retain and keep the notarised copies of documents submitted by the client, or in cases specified by the Bank -original documents submitted by the client. If the Bank does not keep the original documents submitted by the client or copies of notarised documents, the Bank shall be entitled to make the copies of documents submitted to it by the client and keep them.

3.4.7. If documents submitted by the client to the Bank do not conform to the requirements established by legal acts and (or) by the Bank, or the Bank has reasonable doubts as to the authenticity or accuracy of submitted

documents, the Bank shall have the right to refrain from fulfilling the instructions submitted by the client and (or) demand from the client the submission of additional documents.

3.4.8. The Bank shall have the right to demand that the client submits documents and (or) information confirming the legality, origin and source of funds held on the client's accounts and other assets, the purpose and planned nature of the official relationships between the client and the Bank and (or) other documents and information to the extent necessary for the Bank in order to adequately fulfil the requirements of legal acts regulating the prevention of money laundering and (or) terrorist financing and (or) other legislation. The Bank shall have the right to refuse concluding the agreement with the client, fulfil the client's instruction or provide a service, or suspend the fulfilment of the instruction and in cases specified in legal acts, General Conditions or other documents regulating the relationships between the Bank and the client – terminate the official relationships with the client if the latter does not furnish the Bank with the required documents and (or) information or provides incorrect or incomplete information.

3.4.9. In cases established by legal acts the Bank shall have the right to use public information sources for checking the information provided by the client as well as reliable and independent non-public sources of information and other lawful methods.

4. ENTRY INTO AGREEMENTS. AMENDMENT OF AGREEMENT CONDITIONS. TERMINATION OF AGREEMENTS AND (OR) PROVISION OF SERVICES

4.1. Entering into agreements

4.1.1. Having regard to interests of the Bank, client and of the public, the Bank shall have the right to limit the group of persons with whom the Bank is related by contractual relationships and (or) to whom the bank provides services.

4.1.2. In observance of the generally recognised principle of the freedom of contract the bank shall have the right to choose the persons with whom to conclude or refuse to conclude the agreements, excluding the cases when applicable laws establish otherwise.

4.1.3. Before concluding or refusing to conclude an agreement the Bank must assess all available information and circumstances.

4.1.4. In all cases the bank shall refuse concluding an agreement with the particular person if so required by applicable legal acts. Furthermore, the Bank may refuse to conclude an agreement with a particular person due to important reasons. The Bank may consider as important reasons the facts that a natural or legal person willing to conclude an agreement or individuals connected with such person:

- provided wrong information in the documents submitted to the Bank, concealed or did not submit all documents or details reasonably requested by the Bank;
- has failed to submit sufficient data and (or) documents necessary for the identification of a person at the request of the Bank, or submitted documents and (or) particulars are inconsistent with requirements established by legal acts and (or) by the Bank;
- has failed to submit adequate evidence and (or) documents to prove lawful basis of the acquisition of his (her) funds or other assets and (or) their origin, or there are other circumstances which allow to assume that the person is related with money laundering and (or) terrorist financing, and (or) uses individuals and companies the shares of which are only listed on stock exchanges, but such companies actually do not engage in any business;
- in the opinion of the Bank, a Client engaged in the field of activity with a high level of risk of money laundering and terrorist financing;
- have defaulted on their obligations assumed under agreements concluded with the Bank, other persons that belong to the Bank group and (or) other creditors;
- have inflicted losses by their unlawful acts on persons that belong to the Bank group or caused real threat of such losses or impaired the reputation of persons that belong to the Bank group;
- were prosecuted or convicted for offences or misdemeanours;
- according to the information known to the Bank are related with criminal organisations;
- are or were previously related with traditional sources of income derived from organised crime (e.g., smuggling of drugs or other goods; illicit trade in weapons or human organs, trade in prostitution services; management of brothels, international monetary remittances without respective authorisations; illegal banking; organisation of lotteries, gambling, casino without having obtained permissions from competent public authorities);
- are included in the list of persons who are suspected of local or international terrorism, its financing and/or for other reasons are subject to the European Union applied sanctions and/or other sanctions, determined by other country state authorities;
- are persons entrusted with prominent public functions (i.e. the so-called politically exposed natural persons) in those countries in which corruption perception index (CPI) is between 0 and 5.
- trades or intermediates in trading of virtual currency (eg. bitcoins and etc.) or executes (plans to execute) other activity, which is not acceptable for the Bank.

4.1.5. Other facts not mentioned in item 4.1.4 may also be considered by the Bank as important reasons, if they allow assuming that entry into the agreement by the Bank would violate lawful interests of the Bank, its clients or of the public.

4.1.6. Connected persons mentioned in item 4.1.4 shall be persons to which or in which more than 10% of parts of the capital (shares, contributions, etc.) directly or indirectly are held by a person willing to conclude an agreement with the Bank or a member of collective bodies of which is a person willing to conclude an agreement with the Bank.

4.1.7. The Bank shall conclude agreements with clients in the official Lithuanian language, unless the Bank and the client agree otherwise. If the agreement is concluded not in the official Lithuanian language all expenses related with translation of the agreement into the Lithuanian language shall be borne by the Client, unless the Bank and the client agree otherwise.

4.1.8. The client shall be deprived of the right to assign to a third person his obligations to the Bank provided for in the agreements without written approval of the Bank.

4.1.9. The Bank shall be considered as refusing to enter into agreement with a client, when the Bank submits to the client the answer which informs about refusal of the Bank to enter into agreement with a client, or when such agreement with a client is not concluded within 30 (thirty) days of the day on which the client's request is received in the Bank.

4.2. Change of agreement conditions

4.2.1. The Bank shall have the right to change agreement conditions in the manner established in paragraph

4.2.2. The client's proposal or request to change conditions of an agreement / service shall not be binding upon the Bank and shall not give rise to any legal consequences until signing a respective document on the change of conditions of an agreement / service.

4.2.3. The Bank shall be considered as refusing to change conditions of an agreement / service, when the Bank submits to the client the answer which informs about refusal of the Bank to change conditions of an agreement / service, or when within 30 (thirty) days of the day on which the client's request / proposal to change conditions of an agreement / service is received in the Bank a respective document on change of agreement / service conditions is not signed.

4.3. Termination of agreements / provision of services

4.3.1. The Bank shall have the right in all instances to discontinue the provision of services to a particular person if so required by applicable legal acts. Moreover, the Bank shall be entitled to discontinue the provision of services to a particular person due to important reasons specified in point 4.1.4 and (or) 4.1.5.

4.3.2. Bank shall have the right to terminate the agreement unilaterally without applying to court due to the following important reasons:

4.3.2.1. the client willing to use the services and (or) during the performance of the agreement and (or) use of services furnishes the Bank with incorrect and (or) incomplete information or completely refuses to furnish the Bank with the required information;

4.3.2.2. the client fails to notify the Bank about changes of information mentioned in the agreement and (or) contained in other documents submitted to the Bank;

4.3.2.3. at the request of the Bank the client fails to submit the details about his financial condition, if such details are necessary to the Bank in taking a decision on the granting of credit, assessment of the risk of the client's solvency or fulfilment of obligations, management of the client's debt to the Bank or provision of other services;

4.3.2.4. the client fails to notify the Bank about the circumstances which arise and are likely to have negative impact on the due discharge of the client's obligations to the Bank;

4.3.2.5. the Bank has valid information that the client is not reliable;

4.3.2.6. the reasons specified in item 4.1.4 and (or) 4.1.5.

4.3.3. The Bank shall have the right to terminate the agreement unilaterally due to important reasons not covered by item 4.3.2.

4.3.4. Other conditions listed in paragraph 4.1 shall also apply in case of discontinuing the provision of services to a particular person and unilateral termination of the agreement.

4.3.5. The Bank shall forthwith notify the client about termination of the agreement.

4.3.6. The client shall have the right to terminate the agreement unilaterally in cases and manner provided for in the conditions of a particular service. The client must inform the Bank about the unilateral termination of the agreement in written or in other manner agreed with the Bank.

4.3.7. Upon termination of the agreement on the basis of which an account is opened the balance of funds in the client's account shall be paid to the client in cash or at the client's request shall be transferred to another account no later than within 5 (five) calendar days of the day on which a written request of the client to terminate the agreement is submitted and when the agreement is terminated on the initiative of the Bank and (or) the client did not give the instruction to transfer the funds to another account, the Bank shall transfer the funds to a special account opened on behalf of the Bank, from which the funds may be disbursed to the client in the manner specified above in this paragraph.

5. CONFIDENTIALITY

5.1. The Bank shall treat as confidential all information received from the client as well as other information pertaining to the relationships between the client and the Bank, excluding the cases when the General Conditions, Service Conditions and (or) legal acts of the Republic of Lithuania establish otherwise.

5.2. The client agrees that the Bank shall have the right to disclose information received from the client and

other sources of information and all other information pertaining to the relationships between the client and the Bank (including personal data) in observance of below specified requirements and to the below specified persons:

5.2.1. persons that belong to the Bank group for the purpose of:

5.2.1.1. rendering a service to the client at the request of the client submitted to the Bank or to a person that belongs to the Bank group, which is rendered by a person that belongs to the Bank group, or submitting a proposal to the client for rendering of such service; and (or)

5.2.1.2. assessing the client's solvency, risk of discharge and (or) conclusion of obligations / agreement, and (or) management of liability; and (or)

5.2.1.3. preparing consolidated financial statements and creating all conditions for carrying out the consolidated (joint) supervision according to the requirements of applicable legal acts; and (or)

5.2.1.4. informing the client about the performance of agreement concluded between the client and persons that belong to the Bank group; and (or)

5.2.1.5. carrying out, on behalf or at the request of the Bank, legitimate actions of processing the client's data (including personal data);

5.2.2. institutions carrying out supervision of the Bank and (or) persons that belong to the Bank group, including supervisory authorities performing joint (consolidated) supervision, other than the supervisory authorities of the Republic of Lithuania;

5.2.3. third persons whose activities are relate with recovery of debts or creation, administration or use of the debtors' database for the purpose of administration and (or) recovery of debts from the client;

5.2.4. persons directly related with the provision of services of the Bank to a particular client, i.e. international organisations of payment cards; correspondent banks, companies processing information about settlements with payment cards; guarantors or other persons who guarantee due discharge of the client's obligations to the Bank; providers of printing and (or) postal services, if provision of information to the latter is related with printing and (or) sending of notifications of the Bank to the client, entities providing to the Bank the services of archiving and (or) storage of documents, insurance companies, providers of services rendered to the client for the services rendered by whom the client gives to the Bank direct debit approvals, to auditors, etc. for the purpose of properly performing agreements concluded with the client, providing services and (or) securing and protecting violated rights and lawful interests of the Bank and (or) the client;

5.2.5. other persons (advocates, consultants, auditor, etc.), which the Bank involves for the provision of services necessary to the Bank and (or) to the client.

5.3. The Bank shall have the right to disclose information received from the client and other information sources and all other information pertaining to relationships between the client and the Bank to third persons not specified under paragraph 5.2 only having obtained an advance separate approval of the client.

5.4. The Bank shall not be bound by conditions provided for in paragraph 5.3 and shall be entitled to disclose information received from the client and other sources of information as well as all other information pertaining to relationships between the client and the Bank to third persons without a separate approval or request from the client, if such obligation or right of the Bank is provided for in the General Conditions, Service Conditions and (or) legal acts of the Republic of Lithuania.

6. PROCESSING OF PERSONAL DATA OF THE CLIENT

6.1. Personal data of the client shall be processed by the Bank for the following purposes:

- fulfilment of obligations of the Bank established in applicable legal acts;
- conclusion of agreements with the client and their implementation;
- adequate provision of services to the client;
- assessment of the client's solvency, risk of discharge of obligations and (or) management of debt;
- direct marketing, including provision of information to the client about services offered by the Bank and persons that belong to the Bank group;
- security and protection of violated rights and legitimate interests of the Bank and (or) of the client;
- notification of the client about the performance of agreements concluded with the Bank and (or) persons that belong to the Bank group;
- other purposes provided for in legal acts of the Republic of Lithuania and (or) conforming to the requirements of legal acts of the Republic of Lithuania.

6.2. The client ascertains that he knows and agrees that the Bank may transfer his personal data to the following third persons:

- third persons specified in Chapter 5 of the General Conditions;
- persons processing personal data selected by the Bank for the purpose of carrying out legitimate actions of processing of personal data on behalf and (or) instruction of the Bank;
- third persons, when the client violates conditions of agreement concluded with the Bank in such case data shall be submitted for the purpose of securing and protecting violated rights and legitimate interests of the Bank also providing information which is directly related with violation of a particular agreement;
- to other third persons, if data are provided according to requirements of legal acts of the Republic of Lithuania.

6.3. The client agrees that the Bank obtains the client's personal data from state registers (including but not limited to the Register of Seizures, Mortgage Register, Real Property Register, Population Register, etc.) and other databases in which the client's personal data are processed, if such data are necessary to the Bank for taking a decision on the granting of credit or on the provision of services and management of debts.

6.4. The client submitting a respective request in written or in any other manner agreed between the Bank and the client, shall have the right to get familiarised with his (her) personal data handled by the Bank and to find out for what purpose and how such personal data are processed and to whom they are provided. Also, the client shall have the right to demand from the Bank to correct wrong, incomplete and inaccurate personal data of the client, destroy personal data or suspend the personal data handling operations, excluding storage of personal data, in those cases when the personal data are processed disregarding provisions of laws of the Republic of Lithuania. At the request of the Bank the client must pay the change of the amount established by the Bank for the provision of information to the client about personal data of the client processed in the bank, if such data at the client's request are provided more than once in the calendar year.

6.5. The Bank shall process personal data of the client for the purpose of direct marketing on the following grounds:

6.5.1. when the client has given consent to process his personal data for the purpose of direct marketing; and (or)

6.5.2. when the Bank providing the services receives the client's contact details specified in legal acts such details shall be used for the purpose of direct marketing without a separate consent of the client for marketing of the Bank's services.

6.6. The client shall have the right at any time to disagree or refuse handing his (her) personal data by the Bank for the purpose of direct marketing without indicating the motives of such disapproval.

6.7. The client may express his (her) consent with or disapproval of processing of his (her) personal data for the purpose of direct marketing at any time submitting to the Bank a respective written notification or in any other manner acceptable to the Bank and the client facilitating proper identification of the client by the Bank.

6.8. Personal data of the particular client shall be handled for the purpose of direct marketing until such client uses the services, excluding the cases when the client expresses disapproval of handling his (her) personal data for the aforementioned purpose. In the latter case the Bank shall discontinue processing of personal data of the client for the direct marketing purpose from the day on which the Bank receives the client's disapproval.

6.9. In accordance with items 6.5-6.8, the Bank processes the presented contact details, other available information and information about Accounts for the purpose of direct marketing also of the Clients, who are legal persons.

6.10. The Bank shall take all necessary, sound and reasonable measures to guarantee protection of personal data of the client and authorised handling thereof.

6.11. Representatives of the client who is a natural person and of the client who is a legal person shall confirm that they have been informed about and do not object with the following actions of the Bank:

6.11.1. recording by the Bank of any telephone conversation between the client and the Bank and keeps the record of such telephone call for the purpose of protecting the interests of the client and (or) the Bank and (or) examining the quality of services provided by the Bank and (or) for the purpose of providing proof of a commercial transaction or of other business communication;

6.11.2. carrying out visual observation by the Bank at the places of provision of services and in the adjacent territories with a view to guaranteeing security of the Bank and clients, protecting life and health of clients and their representatives and other rights of the Bank and clients.

6.12. Personal data in the Bank shall be kept for a period of 10 years after the moment of cessation of relationships between the client and the Bank, with the exception of cases when in observance of legislation of the Republic of Lithuania internal legal acts of the bank establish different terms for the keeping of documents.

7. EXCHANGE OF NOTIFICATIONS AND OTHER INFORMATION

7.1. Submission of notifications and other information of the Bank to the Client

7.1.1. The Bank shall deliver notifications and other information to the client in the advertisements at the client servicing outlets of the Bank, posting them on the internet website of the Bank or announcing in mass media. Where necessary the Bank shall send the notifications to the client personally using postal services, facsimile communication or other terminal units of telecommunications or provides information in other ways – orally or using electronic means of communication.

7.1.2. When concluding the agreement the client shall inform the Bank about the address of the place of residence (head office) which shall be saved in the information system of the Bank. The Bank shall use this address indicated by the client for sending all information to the client until the latter notifies the Bank in written or in any other manner acceptable to the Bank about change of his address. The Bank shall have the right to demand that the client submits the documents supporting the change of the residence (head office) address.

7.1.3. Notifications and other information sent by the Bank to the client may not be considered as the obligation and (or) proposal of the Bank to the client to conclude an agreement or to use the services, excluding the cases when the information sent by the Bank specifically indicates that it should be treated as such obligation and (or) proposal.

7.1.4. Notifications of the Bank sent personally to the client shall be delivered to the client against signature or sent to the client by post, fax or any other manner acceptable to the client and the Bank. The aforementioned notifications of the Bank shall be considered received by the client when the time period, which is normally required for sending the information by respective means communication, elapses, including the following cases in which the notification shall be considered as received:

- within 5 (five) calendar days of sending the notification by post;
- on the day of sending the notification by facsimile, if the notification was received during business hours or on the next nearest business day, if on the day of its sending by facsimile the notification was received not during business hours;
- on the next business day after the notification was sent by e-mail;
- delivering against signature – on the day when the client receives the notification and signs in confirmation of its receipt.

7.1.5. Notifications of the Bank sent personally to the client shall be considered received within the time limits specified in item 7.1.4, if they have been sent according to the most recent contact details of the client known to the Bank.

7.1.6. Information about operations carried out in the client's account and payment instructions submitted by the client and fulfilled by the Bank shall be provided by the Bank to the client in the statement of account. The client may receive the information mentioned in this item in the following ways:

- directly from the Bank's employee upon arrival to the client servicing outlet of the Bank;
- from the statements of account which the client submits to the Bank in observance of the procedure and periodicity provided for in the agreement, also including the statements of account which the client can see and (or) print himself using electronic payment instruments on the basis of agreements;
- in other ways provided for in the conditions of a particular service.

7.1.7. All notifications and information of the Bank shall be submitted to the client in the Lithuanian language, unless the agreement concluded between the Bank and the client provides otherwise.

7.2. Submission of notifications and other information of the Client to the Bank

7.2.1. The client shall submit the notifications and other information to the Bank in written or in other manner, if such other manner is specifically provided for in the particular agreement.

7.2.2. If the client fails to receive from the Bank a notification which the client has reasonably expected to receive or the delivery of which has been provided for in the agreement, the client must forthwith notify the Bank to the effect.

7.2.3. The client, having received from the Bank the notification and other information related with services rendered by the Bank to the client, must forthwith check the accuracy and completeness of received information. Having established that information received from the Bank is inaccurate, incomplete and (or) has other shortcomings, the client must forthwith advise the Bank to the effect.

7.2.4. The client must forthwith advise the Bank about all client's data or circumstances which are different from this specified in the agreement or from particulars or circumstances specified in the documents furnished by the client to the Bank earlier (e.g., upon change of address of the place of residence or head office of the client, upon change of other contact details of the client (telephone, e-mail address, etc.), upon change of the client's name, forename, signature, name, articles of association, representatives or other persons entitled to dispose the funds held on the client's account, upon change of correctness of assurances and representations of the client included in the agreement, etc.). The client who fails to notify the Bank about the change of his address and (or) contact details shall be deprived of the right to lodge claims or objections as to the non-conformity of actions of the Bank carried out according to the contact details of the client last known to the Bank with the terms and conditions of the agreement or the client's failure to receive the notifications of the Bank sent according to the contact details of the client last known to the Bank. Also, the client must forthwith advise the Bank about all arising new circumstances which will or are likely to influence proper fulfilment of the client's obligations under the agreement (e.g., beginning of bankruptcy or restructuring proceedings of the client, decision to liquidate a legal person, etc.). At the request of the Bank the client must furnish the Bank with documents proving the changes in the data or circumstances. The Bank shall not be held liable for the client's losses resulting from the client's default on the proper fulfilment of obligations covered by this item.

7.2.5. The client must forthwith advise the Bank about stealing or loss in any other manner of his documents used for the purpose of personal identification of the client. Furthermore, the client must forthwith notify the Bank about stealing or loss in any other manner of other means of personal identification of the client used in dealings between the client and the Bank (passwords, codes, etc.), as well as about the facts and suspicions that the content of means of personal identification held by the client has become known and they may be used by third persons.

7.2.6. The notifications referred to in items 7.2.4 and 7.2.5 must also be submitted by the client to the Bank in those cases when information about the circumstances mentioned in items 7.2.4 and 7.2.5 is made available to the public (e.g., in mass media reports or by making respective entries in the public data registers).

8. INSTRUCTIONS OF THE CLIENT

8.1. Submission of instructions of the client

8.1.1. The client submitting instructions to the Bank must prove his right to use the services. The client shall prove his right to use the services by furnishing to the Bank his personal documents and (or) submitting and (or) using the means of identification.

8.1.2. The Bank shall have the right to refuse to carry out the submitted instruction, if it has reasonable doubts that the instruction was submitted not by the client or representative thereof. In cases mentioned in this item the Bank shall act seeking to protect lawful interests of the client and other persons and therefore the Bank shall not be held liable for losses which can arise from the refusal to fulfil the submitted instruction.

8.1.3. The client may submit to the Bank only such instructions and only in such manner as specified in the particular Service Conditions and (or) in the General Conditions. Instructions submitted by the client shall conform to the requirements established in legal acts of the Republic of Lithuania for the submission of such instruction and (or) for the content of the instruction.

8.1.4. Instructions submitted by the client shall be formulated clearly and unambiguously, in the manner which guarantees that they can be fulfilled and clearly reflecting the client's will.

8.1.5. The Bank shall not be held liable for mistakes, irregularities, repetitions and (or) contradictions in the instructions submitted by the client, including but not limited to the correctness of requisites of a payment instruction submitted by the client to the Bank.

8.1.6. The client shall have the right to withdraw the instruction submitted to the Bank only if the Bank has not yet fulfilled such order and (or) has not yet assumed obligations with regard to third persons pertaining to the fulfilment of the instruction which the client is willing to withdraw.

8.1.7. The Bank shall have the right to record and keep all instructions of the client submitted in any manner whatsoever agreed with the Bank and also to record and keep the information about all operations carried out by the client or on the client's instruction. Records mentioned in this item may be submitted by the Bank to the client and (or) third persons as a proof confirming instructions submitted by the client and (or) fulfilled operations.

8.2. Fulfilment of instructions of the client

8.2.1. The client shall guarantee that the amount of funds in the respective currency necessary for the fulfilment of the client's instruction is available in his account. The client submitting the instruction related with securities must ensure that securities held in the securities account are sufficient for the fulfilment of the instruction submitted by the client. If at the moment of submission of the client's instruction funds or securities in the account are insufficient the Bank shall have the right to refuse the fulfilment of the instruction submitted by the client, unless the parties have agreed otherwise.

8.2.2. If the Bank has reasonable doubts that the instruction might have been submitted not by the client or if certain doubts arise as to the legality or content of the submitted instruction, the Bank shall have the right to demand that the client additionally confirms the submitted instruction in the manner acceptable to the Bank.

8.2.3. If data specified in the instruction submitted by the client are insufficient or there are other irregularities, the Bank, depending upon the type of irregularities of the instruction shall be entitled either to reject such instruction or to fulfil such instruction according to the data contained in it.

8.2.4. Before fulfilling the instruction submitted by the client, the Bank shall have the right to demand that the client submits the documents proving legal origin of funds and (or) other assets related with the fulfilment of the instruction. If the client fails to submit such documents, the Bank shall have the right to refuse the fulfilment of the client's order.

8.2.5. The Bank shall have the right to assign fully or partially to third persons the fulfilment of the instruction submitted by the client, if the client's interests and (or) the subject matter of the fulfilment of the instruction so require.

8.2.6. The Bank shall have the right to suspend and (or) terminate the fulfilment of the instruction submitted by the client, if so required by legal acts of the Republic of Lithuania and (or) other legislation binding upon the Bank, or if it is necessary due to other reasons that do not depend upon and are not controlled by the Bank.

8.2.7. The Bank shall have the right to refuse to execute the instruction submitted by the client which is connected with other country (e.g. the submitted instruction is in foreign currency, the bank or a payee named in a instruction is in foreign country) or to apply restrictions for such instruction if this is necessary for the correspondent bank, the relevant state authorities or for the beneficiary bank requirements or the payment is directly or indirectly related to the persons who are subject to the European Union sanctions and/or other sanctions and/or restrictions, determined by other country state authorities, including sanctioned banks.

8.2.8. The Bank shall fulfil the instructions submitted by the client within the time limits established in legal acts of the Republic of Lithuania and (or) Service Conditions .

8.2.9. The Bank shall inform the client about the fulfilment of the client's instructions in the statement of account. The client shall have the right to receive his statement of account and (or) to get familiarised with the information contained in it in the manner specified in item 7.1.6.

9. BANK CHARGES, OTHER AMOUNTS DUE FROM THE CLIENT

9.1. Amount of Bank charges

9.1.1. The Bank shall have the right to receive for the services provided to the client and the client shall have the obligation to pay to the Bank the charges provided for in the Rates and (or) agreements.

9.1.2. In addition to payment of charges provided for in the Rates and (or) agreements the client must also cover additional expenses of the Bank related with the provision of services, such as notary fees for the performance of notarial acts, expenses of entry into and registration of agreements securing the discharge of the client's obligations, expenses of security and administration of pledged property of the client, insurance costs, court expenses, etc.

9.1.3. If charge for services is not specified in the Rates, its amount shall be established by a separate agreement between the client and the Bank.

9.1.4. If the client defaults on the discharge of his obligations to the Bank within the time limits established in the agreement, the client must pay to the Bank penalties (fines or late charges) and (or) interest of the amount fixed in the agreement and (or) legal acts of the Republic of Lithuania.

9.2. Payment of charges to the Bank and (or) of other amounts due from the Client

9.2.1. Upon expiration of the time limits established for payment of charges to the Bank and (or) other amounts due from the client to the Bank, the client must have in his account the amount of funds equal to the total amount due from the client to the Bank. If the funds held on account specified in the agreement are insufficient for payment of the amount due from the client to the Bank, the Bank shall specify in the account the amount of debt of the client to the Bank.

9.2.2. Upon expiration of the time limits established for payment of the amounts due from the Client shall be debited by the Bank, without a separate approval of the client, from the client's account specified in the agreement, unless a particular agreement establishes otherwise. If funds held on the account specified in the agreement are insufficient, or the account from which the Bank can debit the amounts due from the client is not specified in the agreement, the Bank shall have the right to debit the amounts due from the client from all other accounts of the client opened with the Bank, and in those cases when the Client has more than one account with the Bank, the Bank shall be entitled to select on his own discretion from which account and in what proportions the amounts due from the client should be debited.

9.2.3. The Bank shall debit the amounts due from the client in euros. If a particular agreement establishes that the client must pay the amounts due to the Bank in other currency, the Bank shall debit funds from the client's account in other currency specified in the agreement.

9.2.4. If there are no funds on the client's account in the currency in which the payment must be made to the Bank, the Bank shall have the right, rather than the obligation, without a separate instruction of the client, to convert other currency held on the account into the currency in which the payment must be made to the Bank according to the exchange rate established by the Bank and applicable at the time of debiting the funds. If the funds held on the client's accounts are in several different currencies, the Bank shall convert them into the currency in which the payment must be made to the Bank according to the alphabetical order of abbreviated names of international currencies (starting from currencies the abbreviation of the name of which begins with A), unless the client and the Bank have agreed otherwise.

9.2.5. If funds held on the client's accounts are insufficient for payment of all amounts due from the client to the Bank, the Bank shall establish on its own discretion what amounts due and in what proportions shall be covered from funds held on the client's accounts, unless laws of the Republic of Lithuania establish otherwise.

9.2.6. If on the day of payment of amounts due from the client funds held on the client's accounts with the Bank are insufficient for payment of all amounts due to the Bank, the Bank shall have the right, rather than the obligation, to debit the amounts due from the client in instalments later each day when funds are credited to the client's accounts with the Bank.

9.2.7. Information about payment of charges to the Bank and other amounts due from the client shall be received by the client from the statement of the client's account. The client shall have the right to receive the statement of his account and (or) to obtain the information contained in such statement of account in the manner specified in item 7.1.6 hereof.

9.2.8. If another currency is officially and generally introduced instead of the currency held in the client's account and (or) payable by the client to the Bank, the Bank shall have the right from the day of introduction of the new currency to unilaterally, without a separate instruction from the client, convert the currency held on the client's account and (or) translate the amounts due from the client to the Bank into the newly introduced currency. In case provided for in this item the Bank shall convert the client's funds and shall translate the client's liabilities according to the exchange rate established by the Bank and applicable at that time, unless laws of the Republic of Lithuania establish otherwise.

10. INTEREST

10.1. The Bank shall calculate interest payable to the client and (or) interest due from the client to the Bank according to annual interest rate established in the Rates, unless the agreement and applicable legal acts establish otherwise.

10.2. The Bank shall have the right to unilaterally change annual interest rate in accordance with the procedure established in the General Conditions, unless the agreement provides for a different procedure of payment of interest.

10.3. The client shall pay interest due to the Bank in accordance with the procedure established in the General Conditions, unless the agreement provides for a different procedure of payment of interest.

10.4. The Bank shall pay interest to the client in accordance with the procedure established in the particular Service Conditions.

11. RESTRICTIONS ON DISPOSAL OF FUNDS HELD ON THE ACCOUNTS AND OTHER ASSETS

11.1. Blocking of account

11.1.1. The account may be blocked, i.e. the client's right to dispose monetary funds and (or) securities held on the account may be limited on the client's instruction or initiative of the Bank.

11.1.2. Also, the account shall be blocked or the use of electronic payment instruments shall be limited when the client notifies the Bank in the manner specified in the agreement or the Bank that electronic payment instruments or means of personal identification of the client, which enable to dispose the assets held on the account have been stolen, lost or that their content has or could have become known to third persons in any other manner, or the Bank receives such information in other ways.

The client may give the instruction to the Bank to block the account in written, orally or in any other manner agreed upon between the client and the Bank only if the Bank is able to adequately identify the client. In order to give an oral instruction to the Bank to block the account the client must call at the telephone number specified in the agreement and (or) posted on the internet website of the Bank.

11.1.3. If the instruction to block the account is submitted to the Bank orally, for the purpose of identification of the person who submits such order, the Bank shall have the right to ask such person the questions about the client's particulars known to the Bank. If the Bank has reasonable doubts that the instruction to block the account is submitted not by the client, the Bank shall have the right to refuse the blocking of the account. In such cases the Bank shall not be held liable for losses which are likely to arise from non-fulfilment of the instruction to block the account.

11.1.4. The Bank shall be entitled to block the account without the client's instruction, if:

11.1.4.1. The Bank receives controversial information about persons authorised to dispose the funds and (or) other assets held on the client's account;

11.1.4.2. the Bank has reasonable suspicions that funds and (or) other assets held on the account might be illegally used by third persons;

11.1.4.3. the client's account is seized;

11.1.4.4. the Bank receives information about the client's death which is supported by evidence;

11.1.4.5. there are other grounds provided for in the laws of the Republic of Lithuania which entitle or obligate the Bank to act in such manner;

11.1.4.6. the Bank has reasonable suspicions that the account is and (or) might be used for money laundering and (or) terrorist financing and (or) other criminal acts.

11.1.5. the Bank shall lift the blocking of the client's account immediately after cessation of circumstances on the basis of which the account has been blocked. In the event of the client's death the Bank shall lift the blocking of the account upon submission in the established manner by the client's heirs the documents on inheritance of assets held in the account.

11.1.6. The Bank shall not be held liable for losses of the client and (or) third persons incurred due to blocking of the account.

11.2. Seizure of account

11.2.1. The client's account may be seized and its arrest may be lifted in cases established by laws of the Republic of Lithuania.

11.3. Suspension of operation or transaction

11.3.1. In implementing the requirements of legal acts on the prevention of money laundering and (or) terrorist financing and (or) directions of respective competent public authorities, the Bank shall have the right to suspend a suspicious and (or) unusual operation or transaction for the period fixed in legal acts. In this case the Bank and (or) the Bank's employee shall not be liable to the client for the default on the contractual obligations and (or) for any damage or losses sustained by the client.

12. IMPROVEMENT OF THE INFORMATION SYSTEM OF THE BANK AND ELIMINATION OF WEAKNESSES

12.1. The Bank shall have the right to improve its information system and eliminate the identified weaknesses of the system, even if this is likely to cause and (or) causes temporary interruptions in the provision of services to clients. The Bank must plan the works of improvement of its information system and elimination of its weaknesses and if appropriate carry out such works at night time.

12.2. Upon existence of exceptional circumstances and relevant reasons, the Bank shall have the right, with a view to avoiding its own or client's potential losses, to carry out the works of elimination of weaknesses of the information system forthwith at any time of the day. In cases provided for in this item the works of elimination of weaknesses of the information system shall be completed within shortest possible time.

12.3. The fulfilment of all obligations of the Bank which are carried out with the help of the information system shall be suspended during the process of improvement or elimination of weaknesses of the information system of the Bank. The Bank shall not be held liable for losses incurred by the client because of the client's inability to use the services due to the works of improvement and (or) elimination of weaknesses of the information system of the Bank.

13. ERRORS

13.1. The client must forthwith notify the Bank when he notices that the funds and (or) securities which do not belong to him were transferred to his account. In such cases the client shall be obliged to forthwith transfer to the account specified by the Bank the funds and (or) securities which do not belong to him.

13.2. The client shall be deprived of the right to dispose the funds and (or) securities transferred to him by mistake.

13.3. The Bank shall have the right to debit from the client's account without a separate consent thereof the amounts and (or) other assets credited to the client's account by mistake though the Bank's fault and transfer such amounts and (or) other assets to their legitimate beneficiary.

13.4. If the funds and (or) securities held on the client's account are already insufficient for debiting the funds and (or) securities which have been credited by mistake, the client must within 3 (three) business days of the Bank's request return to the account designated by the Bank the respective amount of funds and (or) securities.

13.5. When the provision of services involves cash payments, the client depositing cash amounts must himself recalculate cash before depositing and when cash is disbursed to the client – before disbursement and forthwith lodge to the Bank all observations or claims in relation to the amount of cash and quality of banknotes.

14. SETTLEMENT OF DISPUTES AND APPLICABLE LAW

14.1. Disputes between the Bank and the client shall be settled by way of negotiations.

14.2. In the event of the failure to settle a dispute by way of negotiations, the party which is not satisfied shall have the right to lodge claims to the other party in written or any other manner provided for in the agreement.

14.3. The claim shall indicate the circumstances and documents on the basis of which the claim is filed. If one party submitting the claim relies upon documents that are not available to the other party, it shall also be necessary to furnish such documents or copies thereof alongside the claim.

14.4. The Bank shall examine the claim (request) lodged by the client and shall notify the latter about the decision made within the time limit which may not be longer than 30 (thirty) calendar days of the day on which the claim is received in the Bank, excluding the cases when legal acts of the Republic of Lithuania or other acts related with the provision of services that are binding upon the Bank (e.g., regulations of the international organisations of payment cards) establish a different term. If the Bank is not able to submit to the client the answer to the claim within the time limit indicated in this item, the Bank shall inform the client about the reasons and shall inform when the client will receive the answer.

14.5. If the client who is according to law is considered to be a consumer is not satisfied with a Bank answer to his claim (request), he has a right to address his claim (request) to pre-court dispute handling institutions (the Central Bank of Lithuania, State consumer rights protection authority and etc.)

14.6. In the event of the failure to settle disputes by way of negotiations or in the pre-court dispute handling institutions they shall be settled in courts of the Republic of Lithuania in the manner established by laws of the Republic of Lithuania, unless the agreement establishes otherwise.

14.7. The General Conditions, rates and (or) standard conditions of services shall be subject to the law of the Republic of Lithuania, unless established otherwise by agreement of the parties or in legal acts of the Republic of Lithuania.

15. LIABILITY

15.1. Mutual relationships between the Bank and the client shall be based on the principles of justice, soundness and fairness and due discharge of the obligations assumed with regard to each other.

15.2. The parties shall be held liable for the default on or inadequate discharge of their obligations.

15.3. The parties shall not be held liable for the default on or inadequate discharge of their obligations if this is caused by force majeure circumstances. The parties shall observe the rules established by legal acts of the Republic of Lithuania with regard to application of provisions on the force majeure circumstances.

15.4. The Bank shall be held liable for direct losses of the client incurred through the fault of the Bank.

15.5. The Bank shall not be held liable for mistakes made by third persons.

15.6. The Bank shall not be held liable for direct losses incurred by the client.

15.7. The Bank shall not be held liable for mutual claims of the payers and payees and shall not examine such claims. The clients shall have the right to lodge with the Bank only those claims which are related with the default on or inadequate discharge of the Bank's obligations.

15.8. The Bank shall not be held liable for losses of clients and (or) third persons, if such losses have been caused by non-fulfilment of the client's duties covered by items 7.2.4, 7.2.5 and (or) 7.2.6 hereof.

15.9. The Bank shall not be held liable for losses sustained by the client as a result of changes in exchange rates, change of the price of securities held by the client and (or) of other risk of investment of the client's assets. Before taking investment decisions, the Client must carefully familiarise with all the information about the investment objects, the descriptions of chosen investment directions, the applicable fees and other conditions, also assess the risk's reasonableness.