



## GENERAL BUSINESS TERMS for Investment Services Rendered via DNB Trade

### 1. Definitions – interpretation of terms

- 1.1 In these General Business Terms (hereinafter the “Terms”) the following terms shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:
- 1.1.1 “**Account**” shall mean a margin account of the Client at the Bank;
  - 1.1.2 “**Account Statement**” shall mean a periodic statement of the transactions credited or debited to an Account;
  - 1.1.3 “**Account Summary**” shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;
  - 1.1.4 “**Agent**” shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;
  - 1.1.5 “**Authorised Person**” shall mean a person authorised by the Client to give instructions to the Bank;
  - 1.1.6 “**Best Execution Policy**” shall mean the Bank’s prevailing policy available at the website of the bank regarding best execution when executing Client orders;
  - 1.1.7 “**Business Day**” shall mean any day on which banks are open for business in Lithuania and any other jurisdiction in which the relevant operation must be performed;
  - 1.1.8 “**CFD Contract**” or “**CFD**” shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;
  - 1.1.9 “**Client**” shall mean the individual person, legal entity or firm being a customer of the Bank;
  - 1.1.10 “**Client Classification**” shall mean the Bank’s overall, product, or transaction specific classification of Clients;
  - 1.1.11 “**Commissions, Charges & Margin Schedule**” shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Bank on a current basis. The Commissions, Charges & Margin Schedule is available on the Bank’s website and may be supplied to the Client on demand;
  - 1.1.12 “**Conflict of Interest Policy**” shall mean the Bank’s prevailing policy regarding conflicts of interest which is available at the website of the bank;
  - 1.1.13 “**Contract**” shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by the Bank with the Client;
  - 1.1.14 “**Counterparties**” shall mean banks and/or brokers through whom the Bank may cover its Contracts with Clients;
  - 1.1.15 “**Durable Medium**” means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;
  - 1.1.16 “**Events of Default**” shall have the meaning given to this term in Clause 20;
  - 1.1.17 “**FIFO**” is an abbreviation of “First in – First out” and refers to the fact that in case one or more Contracts with the same characteristics shall be closed, the Bank will as a point of departure close the older Contract first;
  - 1.1.18 “**Inside Information**” shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;
  - 1.1.19 “**Introducing Broker**” shall mean a financial institution or advisor which is remunerated by the Bank and/or Clients for referral of Clients to the Bank and/or for provision of advice to such Clients and/or execution of such Clients’ transactions towards the Bank;
  - 1.1.20 “**Margin Trade**” shall mean a Contract opened and maintained based on a margin deposit as opposed to a Contract based on a purchase price;
  - 1.1.21 “**Market Maker**” shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for a financial instrument in order to buy and sell respectively in the event of interested Clients;
  - 1.1.22 “**Market Rules**” shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in the conclusion, execution or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organisation or market of any power or authority conferred on it;
  - 1.1.23 “**Net Free Equity**” is a basis of calculation of interest which is calculated in accordance with the definition specified in the Bank’s Commissions, Charges & Margin Schedule;
  - 1.1.24 “**OTC**” shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter” by the Bank;
  - 1.1.25 “**Principal**” shall mean the individual person or the legal entity which is a party to a transaction;
  - 1.1.26 “**Bank Group**” shall mean all entities, including parent company, branches, subsidiaries, representative offices and any other entities directly or indirectly associated with the Bank;
  - 1.1.27 “**Bank**” shall mean AB DNB Bankas, registered with the Register of Legal Entities of the Republic of Lithuania under identification code 112029270 and with the address of J. Basanavičiaus g. 26, Vilnius, Lithuania, or any branch hereof;
  - 1.1.28 “**Security**” shall mean any securities or other assets deposited with the Bank by the Client;
  - 1.1.29 “**Services**” shall mean the services to be provided by the Bank subject to the Terms;

- 1.1.30 **"Settlement/Trade Confirmation"** shall mean a notification from the Bank to the Client confirming the Client's entry into a Contract;
- 1.1.31 **"Terms"** shall mean these General Business Terms governing the Client relationship between the Client and the Bank; and
- 1.1.32 **"Trading Platform"** shall mean the online trading platform DNB Trade made available by the Bank under the Terms.
- 1.2 If there is any conflict between the Terms and relevant Market Rules, the Market Rules shall prevail.
- 1.3 In the Terms any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.
- 1.4 Headings and notes in the Terms are for reference only and shall not affect the contents and interpretation of the Terms.
- 1.5 In the Terms references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment) in any relevant jurisdiction.

## 2. Risk acknowledgement

- 2.1 The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged Contracts is:
  - 2.1.1 highly speculative;
  - 2.1.2 may involve an extreme degree of risk; and
  - 2.1.3 is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.
- 2.2 The Client acknowledges, recognizes and understands that:
  - 2.2.1 because of the low margin normally required in Margin Trades, price changes in the underlying asset may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit;
  - 2.2.2 when the Client directs the Bank to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;
  - 2.2.3 the Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of trading in speculative investments;
  - 2.2.4 the Client agrees not to hold the Bank responsible for losses incurred as a consequence of the Bank carrying the Client's account and following the suggestions of the Bank or those of its employees, associates or representatives, unless the Bank has exercised gross negligence in connection herewith;
  - 2.2.5 the Client is aware of the fact that unless it is otherwise specifically agreed, the Bank shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, the Bank cannot be held responsible for the transactions developing differently from what the Client might have presupposed and/or to the disadvantage of the Client;
  - 2.2.6 the Client accepts that guarantees of profit or freedom from loss are impossible in investment trading; and
  - 2.2.7 the Client accepts that the Client has received no such guarantees or similar representations from the Bank, from an Introducing Broker, or representatives hereof or any other entity with whom the Client is conducting a bank account.

## 3. Client classification

- 3.1 In compliance with the European Directive 2004/39/EC of 21 April 2004 on markets in financial instruments (MiFID) and its implementation into Lithuanian legislation, the Bank classifies its Clients in three main categories: Eligible Counterparties (ECPs), Professional Clients and Retail Clients.
- 3.2 The Bank attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients and ECPs are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.
- 3.3 The Bank offers its Clients the possibility to request reclassification and thus to increase or decrease the level of regulatory protections afforded. Where a Client requests a different categorisation (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.
- 3.4 On the basis of the Client's request, the Bank undertakes an adequate assessment of the expertise, experience and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above mentioned criteria are not met, the Bank reserves the right to choose whether to provide services under the requested classification.

## 4. Services

- 4.1 Subject to the Client fulfilling its obligations under the Terms, the Bank may enter into transactions with the Client with respect to the following investments and instruments:
  - 4.1.1 Futures and CFDs on commodities, securities, interest rate and debt instruments, stock or other indices, currencies and base and precious metals;

- 4.1.2 spot and forward bullion, currencies, and OTC derivatives;
- 4.1.3 securities, including shares, bonds, and other debt instruments, including government and public issues;
- 4.1.4 options and warrants to acquire or dispose of any of the instruments above, including options on options;
- 4.1.5 managed assets whether as OTC or stock exchange traded instruments; and
- 4.1.6 such other investments as the Bank may from time to time agree.
- 4.2 The Services provided by the Bank may involve:
  - 4.2.1 margined transactions;
  - 4.2.2 short sales (i.e. sales where one party to the Contract is obliged to deliver an asset which it does not possess); or
  - 4.2.3 transactions in instruments which are: traded on exchanges which are not recognized or designated investment exchanges; and/or not traded on any stock or investment exchange; and/or not immediately and readily realisable.
- 4.3 Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop orders to trade when the price reaches a predefined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filed as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with "the Bank's Best Execution Policy" and are not guaranteed executable at the specified price or amount, unless explicitly stated by the Bank for the specific order. For further information on order types please refer to the Bank's website.
- 4.4 In relation to any transaction or Contract, the Bank will effect such transaction or Contract as Principal unless it is specifically agreed that the Bank shall act as Agent for the Client.
- 4.5 The Client shall, unless otherwise agreed in writing, relative to the Bank enter into Contracts as Principal. If the Client acts as Agent, regardless of whether the Client identifies the Principal to the Bank, the Bank shall not be obliged to accept the said Principal as a Client, and consequently the Bank shall be entitled to consider the Client as Principal in relation to the Contract.
- 4.6 The Bank does not provide its Clients with personal investment advice. In the event the Bank provides advice, information or recommendations to the Client the Bank shall not be responsible for the profitability of such advice, information or recommendation as further stipulated in Clause 21, and the Client acknowledges, recognizes and understands that:
  - 4.6.1 all transactions in exchange-traded investments and many Contracts will be effected subject to, and in accordance with Market Rules;
  - 4.6.2 market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation;
  - 4.6.3 if any exchange or clearing house takes any action which affects a transaction or Contract then the Bank is entitled to take any action relevant to the situation and reasonable to the parties in the interests of the Client and/or the Bank;
  - 4.6.4 the Bank shall not be liable for any loss as further stipulated in Clause 22.3 and suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by the Bank as a result of such acts or omissions unless the Bank has exercised gross negligence in connection hereby;
  - 4.6.5 where any transaction is effected by the Bank as Agent for the Client, delivery or payment (as appropriate) by the other party to the transaction shall be at the Client's entire risk;
  - 4.6.6 the Bank's obligation to deliver investments to the Client or to account to the Client or any other person on the Client's behalf for the proceeds of sale of investments shall be conditional upon receipt by the Bank of deliverable documents or sale proceeds (as appropriate) from the other party or parties to the transaction;
  - 4.6.7 the Bank may in whole or in part, on a permanent or temporary basis withdraw any account facility provided by the Bank to the Client. Situations where the Bank may take such action include situations where:
    - 4.6.7.1 the Bank considers that the Client may be in possession of Inside Information;
    - 4.6.7.2 the Bank considers that there are abnormal trading conditions; or
    - 4.6.7.3 the Bank is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information.  
The Bank informs the Client of the withdrawal and the reasons for it, where possible, before the withdrawal and if this is not possible immediately thereafter, unless giving such information would compromise objectively justified security reasons.
- 4.7 Trading in securities is subject to the Law on Markets in Financial Instruments of the Republic of Lithuania and other legal acts related thereto.
- 4.8 The Bank does not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.
- 4.9 Notwithstanding any other provision of the Terms, in providing its Services, the Bank shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.

## 5. Dealings between the Bank and the Client

- 5.1 The Client may provide the Bank with instructions via the Trading Platform or orally. Oral instructions may be provided by the Client to the Bank during the Bank's regular opening hours on a Business Day. When accepting

orders the Bank may ask to provide proofs of the Client's identity. The Bank reserves the right to refuse oral instructions at its sole discretion. The Bank shall acknowledge the reception of the instructions via the Trading Platform or orally, as appropriate. If the Client has not commented in writing on a confirmation on the reception of the instructions without delay but not later than within 2 Business Days, save for manifest errors, the Client waives any claim to the maximum extent permitted by law for damages he might have suffered due to incorrect order. When the Bank accepts oral instructions the employee of the Bank shall place the Client's order on the Trading Platform.

- 5.2 The Client shall inform the Bank in writing of the persons the Client has granted a Power of Attorney to instruct the Bank on behalf of the Client. The issue of the power of attorney shall be approved by the Bank. For practical reasons, the Bank can only undertake to register one Power of Attorney for the Client, which must be in form and substance satisfactory to the Bank. If the Client at any time wishes to revoke such a Power of Attorney, to change the extent of the Power of Attorney, or grant Power of Attorney to a different person this shall also be informed to the Bank in writing prior to the change taking place. The Bank is in accordance with general rules regarding Power of Attorneys entitled to receive instructions from any person authorised by the Client as well as persons who appear authorised.
- 5.3 In addition to the terms listed on the Bank's website (i.e. the Business Terms for Securities Trading as well as the Conflict of Interest Policy and the Best Execution Policy) and the terms stated in Section 6 regarding the Trading Platform, the following terms apply to Contracts :
  - 5.3.1 the Bank shall not undertake the risk towards Clients for any loss, expense, cost or liability suffered or incurred by the Client due to failure of the system, transmission failure or delays or similar technical errors unless the Bank has exercised gross negligence in connection herewith;
  - 5.3.2 the Bank may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and the Bank the price offered by the Bank may have changed before an order from the Client is received by the Bank. If automatic order execution is offered to the Client, the Bank shall be entitled to change the price on which the Client's order is executed to the market value at the time at which the order from the Client was received;
  - 5.3.3 the Trading Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available etc. The Bank shall not be liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client using a version different from the Bank's standard version with all available updates installed;
  - 5.3.4 the Client shall be responsible for all orders, and for the accuracy of all information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client. The Client is liable to the Bank for Contracts executed by use of the Client's password even if such use might be wrongful;
  - 5.3.5 the Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's trading facilities;
  - 5.3.6 Regardless of the fact that the Trading Platform might confirm that a Contract is executed immediately when the Client transmits instructions via the Trading Platform, it is the Settlement/Trade Confirmation forwarded by the Bank or made available to the Client on the Trading Platform which solely constitutes the Bank's confirmation of execution.
- 5.4 Any instruction sent via the Trading Platform by the Client shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding Contract between the Bank and the Client when such instruction has been recorded as received and/or executed by the Bank and confirmed by the Bank to the Client through the Settlement/Trade Confirmation and/or Account Statement, and the mere transmission of an instruction by the Client shall not constitute a binding Contract between the Bank and the Client.
- 5.5 The Client shall promptly give any instructions to the Bank, which the Bank may require. If the Client does not give such instructions promptly, the Bank may, at its reasonable discretion, take such steps at the Client's cost, as the Bank considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations when the Bank is unable to obtain contact with the Client.
- 5.6 If the Client does not provide the Bank with notice of its intention to exercise an option or another Contract which requires an instruction from the Client at the time stipulated by the Bank, the Bank may treat the option or Contract as abandoned by the Client. If a Contract can be prolonged on expiry, the Bank may at its reasonable discretion choose to prolong or to close such Contract.
- 5.7 The Bank may (but shall not in any circumstances be obliged to) require confirmation in such form as the Bank may reasonably request if an instruction is to close an Account or remit money due to the Client or if it appears to the Bank that such confirmation is necessary or desirable.
- 5.8 Pursuant to general rules regarding power of attorney the Client is accountable to the Bank for losses which the Bank may suffer as a result of instructions from a person who has explicit or tacit power of attorney to give the Bank instructions on behalf of the Client.
- 5.9 The Bank may refuse to act upon any instruction from any person authorised by the Client if the Bank can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area, usual market practice, including but not limited to legislation on money laundering or insider trading, or if the disposal by the Bank's reasonable discretion will put the Client's and/or the bank's economic solidity at risk.
- 5.10 In general, the Bank shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act consistent with the Bank's Best Execution Policy. However if, after instructions are received, the Bank believes that it is not reasonably practicable to act upon such instructions within a reasonable

time, the Bank may defer acting upon those instructions until it is, in the Bank's reasonable opinion, practicable to do so or as soon as possible notify the Client that the Bank is refusing to act upon such instructions.

- 5.11 It is possible that errors may occur in the prices of transactions quoted by the Bank. In such circumstances, without prejudice to any rights it may have under the applicable law, the Bank shall not be bound by any Contract which purports to have been made (whether or not confirmed by the Bank) at a price which:
- 5.11.1 the Bank is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or
  - 5.11.2 was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction. In which case the Bank reserves the right to either 1) cancel the trade all together or 2) correct the erroneous price at which the trade was done to either the price at which the Bank hedged the trade or alternatively to the historic correct market price.
- 5.12 Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping") are not accepted by the Bank. Provided that the Bank can document that there on the time of the conclusion of the trade were errors in prices, commissions, or in the Trading Platform, and provided the Bank can render probable that the Client, based on its trading strategy or other provable behaviour, deliberate and/or systematically has exploited or attempted to exploit such an error, the Bank is entitled to take one or more of the following countermeasures:
- 5.12.1 adjust the price spreads available to the Client;
  - 5.12.2 restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;
  - 5.12.3 retrieve from the Client's account any historic trading profits that the Bank can document have been gained through such abuse of liquidity at any time during the client relationship; and/or
  - 5.12.4 terminate the client relationship immediately by giving written notice.
- 5.13 If the Client is more than one person (for example, joint account-holders):
- 5.13.1 the liabilities of each such person shall be direct, joint and several;
  - 5.13.2 the Bank may act upon instructions received from anyone person who is, or appears to the Bank to be, such a person, whether or not such person is an Authorised Person;
  - 5.13.3 any notice or other communication provided by the Bank to one such person shall be deemed to have been provided to all such persons; and
  - 5.13.4 the rights of the Bank under Clause 20 shall apply if an event described in Clause 20 shall be deemed to have occurred in respect of any one of such persons.
- 5.14 The Client agrees that the Bank may record all telephone conversations, internet conversations (chat), and meetings between the Client and the Bank and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court) to whom the Bank at its reasonable discretion sees it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between the Bank and the Client. However, technical reasons may prevent the Bank from recording a conversation, and recordings or transcripts made by the Bank will be destroyed in accordance with the Bank's normal practice and applicable legal acts. Consequently, the Client should not rely on such recordings to be available.
- 5.15 When the Client instructs the Bank to enter into a position opposite to one or more of the Client's open positions, the Bank will close out the opposite position in accordance with the FIFO principles unless the position has related orders or otherwise agreed.
- 5.16 The Client acknowledges that the Bank has the right to, but not the obligation to close directly opposite positions. This applies not only when the positions are held on the same Account, but also when they are held on separate Accounts of the same Client.
- 5.17 Notwithstanding Clause 5.16 above, if the Client operates several Accounts (or sub-accounts) and opposite positions are opened on different Accounts (or sub-accounts), the Bank shall not close out such positions, unless this is requested by the Bank risk management. The Client is specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.

## 6. Special note on the use of the Trading Platform

- 6.1 The technical requirements to which the Client's IT equipment, operating system, Internet connection etc. shall conform are described on the Bank's website.
- 6.2 The Client shall enter his user ID and password when logging on to the Trading Platform. The Client should memorise the password. Entering an incorrect password five times in a row will automatically terminate the connection and block the user ID. The Bank informs the Client of the termination/blocking and the reasons for it, where possible, before the termination/ blocking and if this is not possible immediately thereafter, unless giving such information would compromise objectively justified security reasons. The Client is obligated to notify the Bank by telephone +370 5 2393444 without undue delay on becoming aware of unauthorised use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party, the Client shall contact the Bank by telephone +370 5 2393444 immediately to block his Trading Platform. The Client shall be aware that the Bank accepts telephone calls during the Bank's regular opening hours on Business Days only. At any time the Client may block his user ID by entering an incorrect password five times in a row. The Client can then order a new password. The Bank shall preserve proofs that the Client made such notification.
- 6.3 The Client can block his Trading Platform at any time by contacting the Bank by telephone +370 5 2393444 during the Bank's regular opening hours on a Business Day. At any time the Client may block access to his Trading

Platform by entering an incorrect password five times in a row. Blocking the Trading Platform prevents other persons from accessing it. Open orders and positions placed on the platform before the blocking will not be affected by the blocking unless the Client specifically requests so, and the Client is responsible for deciding about his positions.

- 6.4 The right to use the Trading Platform is personal, and the Client shall not allow other persons to use his user ID and/or his password. If the Client wants to allow a third party to trade on the Client's account, the Client shall issue a separate power of attorney to the relevant third party, which must be in form and substance satisfactory to the Bank. The issue of the power of attorney shall be approved by the Bank. A personal user ID and password shall be provided to the holder of the power of attorney by the Bank.
- 6.5 From the Trading Platform the Client can print reports on trading activities and his account balances.
- 6.6 Where the Client has placed an order which he subsequently regrets, the Client may request that the order be cancelled up until the time of execution. The Client is aware that the Bank is under no obligation to cancel the order. A request for cancellation of an order can be made via the Trading Platform or by calling the Bank by telephone +370 5 2393631. Requests concerning cancellation of orders generated when the margin is exceeded can only be made by telephone +370 5 2393631. The Client shall be aware that the Bank accepts telephone calls during the Bank's regular opening hours on Business Days only. An order shall not be considered to be cancelled until the Client has received a written confirmation from the Bank.
- 6.7 The Client shall not be liable for unlawful use of the Trading Platform occurring after the Client has informed the Bank.
- 6.8 The Bank shall not be liable for losses in cases of abnormal and unforeseeable circumstances beyond the control of the Bank pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 6.9 The Bank shall not be liable for any indirect losses and/or losses resulting from:
  - 6.9.1 operational failures preventing the use of the Trading Platform;
  - 6.9.2 interruptions preventing the Client from accessing the Trading Platform;
  - 6.9.3 use of the Internet as a means of communication and transport;
  - 6.9.4 damage caused by matters relating to the Client's own computer systems.
- 6.10 The Bank shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. The Client shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

## **7. Transfers of funds to the Client's account at the Bank**

- 7.1 The Client understands and accepts that in order to secure the identity of the sender the Bank only allows transfers to the Client's Account from the Client's own accounts in banks. This entails that the Bank must receive sufficient information about the transfer from the sending bank to make a certain identification of which Client and which account the funds shall be registered on. Therefore, the Client understands and accepts that the Bank only is able to respect the time limits mentioned in Clause 7.2 if the Bank can identify the sender as the Client and on which Client and account the funds shall be registered.
- 7.2 For transfers of currency of an EU or EEA country from an account in a bank in an EU or EEA country the funds are booked and at disposal on the Client's Account without undue delay after the Bank has received the funds and the relevant information if the Bank receives the funds before 15 p.m. Vilnius time on a Business Day.
- 7.3 When the Client transfers funds between two accounts held with the Bank, the funds are at the disposal on the receiving account on the day of the transfer if the payment order was submitted before 15 p.m. Vilnius time on a Business Day. Otherwise funds are at the disposal on the receiving account on the next Business Day.
- 7.4 The Client acknowledges that the Bank cannot be held liable for how many days it takes from the sending bank sends funds to the Bank receives them.
- 7.5 The Client is made aware, that special events as described in Clause 30.4 can cause the booking of funds to be delayed by up to three Business Days from the day that the Bank receives it.
- 7.6 The Client may order the Bank to withdraw money from the Account by submitting to the Bank a written request to that effect. The written Client's request may be submitted to the Bank during the regular opening hours on a Business Day by signing the Client's order form and submitting it to the authorised employee of the Bank or by sending the signed Client's order by fax +370 5 2393568 or e-mail [trade@dnb.lt](mailto:trade@dnb.lt). A request of the Client shall be processed without undue delay if submitted before 15 p.m. Vilnius time, a request received after 15 p.m. Vilnius time shall be processed on the following Business Day. If the Client orders the Bank to transfer funds held in the Account, the Bank will transfer such funds to the relevant account of the Client as he has indicated in the agreement on trading via the Trading platform entered with the Bank, unless the Client specifies otherwise.

## **8. Margins, Security, payments and delivery**

- 8.1 The Client shall pay to the Bank on demand:
  - 8.1.1 such sums of money by way of deposits, or as initial or variation margin as the Bank may require. In the case of a Contract effected by the Bank on an exchange, such margin shall be not less than the amount or percentage

- stipulated by the relevant exchange plus any additional margin that the Bank at its reasonable discretion may require;
- 8.1.2 such sums of money as may from time to time be due to the Bank under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account;
  - 8.1.3 such sums of money as the Bank may from time to time require as Security for the Client's obligations to the Bank; and
  - 8.1.4 any amount to maintain a positive cash-balance on any and all Account(s).
- 8.2 If the Client makes any payment which is subject to any price fluctuations, withholding or deduction, the Client shall pay to the Bank such additional amount to ensure that the amount actually received by the Bank will equal the full amount the Bank would have received had no price fluctuations, withholding or deduction been made.
- 8.3 Payments into the Client's account are deposited by the Bank on the condition of the Bank receiving the amount in question. This shall apply irrespective of whether it has been explicitly stated in receipts or other notices of or requests for payment.
- 8.4 With the prior written agreement of the Bank on each occasion, the Client may deposit Security with the Bank or provide the Bank with a guarantee or indemnity from a person and in a form acceptable to the Bank instead of cash for the purpose of complying with its obligations. The Client is made specifically aware that the Bank at its reasonable discretion may determine the value by which Security shall be registered and consequently contribute to the Bank's demand towards the Client and the Bank may continuously change such value of Security without prior notice to the Client.
- 8.5 The Client is made aware that securities held or deposited on the Client's account with the Bank the Client cannot put up as collateral or guarantee for any of the Client's obligations towards a third party other than entities in the Bank Group. Any pledge of securities towards another entity is subject to the approval of the Bank.
- 8.6 With the prior written agreement of the Bank on each occasion and subject to entering into a security arrangement in a form and substance acceptable to the Bank, the Security may be held by an intermediate broker or eligible custodian, appointed by the Bank, and the intermediate broker or eligible custodian shall be responsible for claiming and receiving all interest payments, income and other rights accruing to the Client.
- 8.7 To the extent permitted under the applicable laws, the Bank is with the Client's specific consent entitled to:
- 8.7.1 pass on any money or Security received from the Client in order to satisfy the Bank's obligations to any third party;
  - 8.7.2 charge, pledge or grant any security arrangement over Security in order to satisfy the Bank's obligations to any third party in which case the Security may or may not be registered in the Client's name;
  - 8.7.3 lend Security to any third party in which case the Security may or may not be registered in the Client's name; and
  - 8.7.4 return to the Client other Security than the original Security.
- 8.8 The Bank shall not be obliged to account to the Client for any income received by the Bank as a result of carrying out any of the activities described in this Clause.
- 8.9 The Client shall be obliged to promptly deliver any money or property deliverable by it under a Contract in accordance with the terms of that Contract and with any instructions given by the Bank for the purpose of enabling the Bank to perform its obligations under any corresponding Contract entered into between the Bank and a third party.
- 8.10 If the Client fails to provide any margin, deposit or other sum due under the Terms in respect of any transaction the Bank may close any open position without prior notice to the Client and apply any proceeds thereof to payment of any amounts due to the Bank. This is further regulated in Clause 9.2, Clause 13 and Clause 20.
- 8.11 If the Client fails to make any payment when it falls due, the Client shall pay interest (from the due date and until payment takes place) on the outstanding amount at the rate stated in the Commissions, Charges & Margin Schedule, cf. Clause 12.3.
- 8.12 The Client is advised that the Bank shall have the right, in addition to any other rights it may have under the Terms, or under the applicable law in general, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions.
- 8.13 The Bank will inform the Client as soon as possible regarding such refused orders and the reason for the refusals. Situations where the Bank may exercise such right include, but are not limited to, where:
- 8.13.1 the Bank has reason to believe that the Client may be in possession of Inside Information;
  - 8.13.2 the Bank considers that there are abnormal trading conditions;
  - 8.13.3 the value of the Client's Security (as determined by the Bank in accordance with Clause 8.4) falls below the minimum margin requirement as defined in the Bank's Commissions, Charges & Margin Schedule; or
  - 8.13.4 the Client has a negative cash-balance on any Account.

## 9. Margin trades

- 9.1 On the date of the opening of a Margin Trade between the Bank and the Client, the Bank may require the Client to have margin on the Account at least equivalent to the Bank's initial margin requirement.
- 9.2 The Bank's margin requirement shall apply throughout the term of the Margin Trade. It is the Client's responsibility continuously to ensure that sufficient margin is available on the Account at any time. The Bank shall notify the Client via the Trading Platform if the margin requirements are not met. The Bank may, but is not obliged to, send the notification also by e-mail. If, at any time during the term of a Margin Trade, the margin available on the Account is not sufficient to cover the Bank's margin requirement, the Client is obliged to reduce the amount of

open Margin Trades or transfer adequate funds to the Bank. Even if the Client takes steps to reduce the size of open Margin Trades or to transfer sufficient funds to the Bank, the Bank may close one, several or all of the Client's Margin Trades or part of a Margin Trade and/or liquidate or sell securities or other property at the Client's account at its sole discretion without assuming any responsibility towards the Client for such action.

- 9.3 If the Bank due to insufficient margin, cf. Clause 9.2, may close one, several or all of the Client's Margin Trades, the Client shall expect, unless otherwise agreed and confirmed by the Bank, that all of the Client's open Margin Trades will be closed.
- 9.4 If the Client has opened more than one Account, the Bank is entitled to transfer money or Security from one Account to another, even if such transfer will necessitate the closing of Margin Trades or other trades on the Account from which the transfer takes place.
- 9.5 The Bank's general margin requirements for different types of Margin Trades are displayed on the Bank's website. However, the Bank reserves the right to determine specific margin requirements for individual Margin Trades.
- 9.6 The Client is specifically made aware that the margin requirements are subject to change without notice. When a Margin Trade has been opened, the Bank is not allowed to close the Margin Trade at its discretion but only at the Client's instruction or according to the Bank's rights under the Terms. However, the Bank will increase the margin requirements if the Bank considers that its risk on a Margin Trade has increased as compared to the risk on the date of the opening.

## 10. Accounts

- 10.1 The Bank will make available to the Client a Settlement/Trade Confirmation in respect of any transaction or Contract entered into by the Bank with or for the Client and in respect of any open position closed by the Bank for the Client. Settlement/ Trade Confirmations will normally be available instantly following the execution of the transaction.
- 10.2 An Account Summary and Account Statement are available to the Client through the Trading Platform. The Account Summary will normally be updated periodically during the Bank's opening hours on a Business Day. The Account Statement will normally be updated every Business Day with information for the previous Business Day. By accepting the Terms the Client agrees not to receive any Account Statements or Account Summaries in printed form from the Bank other than upon specific request.
- 10.3 Any notice or other communication to be provided by the Bank under the Terms, including Account Statements and Settlement/ Trade Confirmations, may be sent by the Bank at its option to the Client in electronic form by e-mail or by display on the Client's account summary on the Trading Platform. The Client is obliged to provide the Bank with an e-mail address for this purpose. An e-mail message is considered received by the Client when sent from the Bank. The Bank is not responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from the Bank. A message on the Client's account on the Trading Platform is considered received by the Client when the Bank has placed the message on the Trading Platform. It is the responsibility of the Client to ensure that the Client's software and hardware setup does not prevent the Client from receiving e-mails from the Bank or getting access to the Trading Platform.
- 10.4 The Client is obliged to verify the contents of each document, including documents sent in electronic form from the Bank. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Bank in writing to the contrary immediately after having received such document. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Settlement/Trade Confirmations or otherwise a posting on the Client's account, but the Client has not received such confirmation, the Client must inform the Bank immediately when the Client ought to have received such confirmation. In the absence of such information the transaction or Contract may at the Bank's reasonable discretion be deemed nonexistent.

## 11. Commissions, charges, and other costs

- 11.1 The Client shall be obliged to pay to the Bank the commissions and charges set out in the Commissions, Charges & Margin Schedule. The Commissions, Charges & Margin Schedule is available on the Bank's website and may be supplied to the Client on demand.
- 11.2 The Bank may vary such commissions and charges without notice when the change is to the Client's advantage, or the grounds for changes are due to external circumstances beyond the Bank's control. Such circumstances are:
  - 11.2.1 changes in the relationship with the Bank's counterparties, which affect the Banks cost structures; and/ or
  - 11.2.2 changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on to the Client by the Bank.
- 11.3 The Bank may vary such commissions and charges, with 30 days' prior notice if:
  - 11.3.1 market conditions, including competitive behaviour, call for changes to the Bank conditions;
  - 11.3.2 the Bank for commercial reasons wishes to change its general cost and pricing structure; and/ or
  - 11.3.3 significant particulars of the Client, based on which individual conditions were provided, have changed.
- 11.4 In addition to such commissions and charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by the Bank in connection with any Contract and/or in connection with maintaining the Client relationship.
- 11.5 Furthermore, the Bank shall be entitled to demand that the following expenses are paid separately by the Client:

- 11.5.1 all extraordinary disbursements resulting from the client relationship e.g. telephone, telefax, courier, and postal expenses in case the Client requests hardcopy Settlement/Trade Confirmations, Account Statements etc. which the Bank could have delivered in electronic form;
- 11.5.2 any expenses of the Bank, caused by non-performance by the Client, including a fee determined by the Bank in relation to forwarding of reminders, legal assistance etc;
- 11.5.3 any expenses of the Bank in connection with replies to inquiries by public authorities, including a fee determined by the Bank in relation to forwarding of transcripts and enclosures and for the preparation of copies;
- 11.5.4 administration fees in connection with security deposits, and any expenses of the Bank in relation to a pledge, if provided, including any insurance premium payments; and
- 11.5.5 any expenses of the Bank in connection with auditor's comments/reports if such is requested by the Client.
- 11.6 The fees will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. The Bank reserves the right to introduce new fees.
- 11.7 The Bank may share commissions and charges with its associates, Introducing Brokers or other third parties or receive remuneration from them in respect of Contracts entered into by the Bank. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. The Bank (or any associate) may benefit from commission, mark-up, mark-down or any other remuneration where it acts for the Counterparty to a Contract.
- 11.8 The Bank will upon reasonable request and to the extent possible disclose to the Client the amount of commission, mark-up, mark-down or any other remuneration paid by the Bank to any Introducing Broker or other third party.
- 11.9 Unless specified otherwise in the Terms, all amounts due to the Bank (or Agents used by the Bank) under the Terms shall, at the Bank's option:
  - 11.9.1 be deducted from any funds held by the Bank for the Client; or
  - 11.9.2 be paid by the Client in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.
- 11.10 In respect of any transactions to be effected OTC, the Bank shall be entitled to quote prices at which it is prepared to trade with the Client. Save where the Bank exercises any rights it may have under the Terms to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.
- 11.11 Furthermore, the Client acknowledges, recognizes and accepts that the procedures described in Clause 12 and Clause 14 may result in additional indirect costs for the Client.

## 12. Interest and currency conversions

- 12.1 Subject to the Clause below and save as otherwise agreed in writing, the Bank shall not be liable to:
  - 12.1.1 pay interest to the Client on any credit balance in any Account or on any other sum held by the Bank; or
  - 12.1.2 account to the Client for any interest received by the Bank on such sums or in connection with any Contract.
- 12.2 The Client is entitled to interest on the basis of the Client's positive Net Free Equity in accordance with the terms in the Bank's Commissions, Charges & Margin Schedule.
- 12.3 The Client is obliged to pay interest on the basis of the Client's negative Net Free Equity in accordance with the terms in the Bank's Commissions, Charges & Margin Schedule.
- 12.4 The Bank may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond the Bank's control. Such circumstances are:
  - 12.4.1 changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to the Bank;
  - 12.4.2 other changes in the general interest level, including in the money and bond markets, that is of importance to the Bank;
  - 12.4.3 Changes in the relationship with the Bank's Counterparties, which affect the Bank's cost structures.
- 12.5 The Bank may vary such interest rates with 30 days' prior notice if:
  - 12.5.1 market conditions, including competitive behaviour, call for a change to the Bank conditions;
  - 12.5.2 the Bank wishes to change its general commission, fee and pricing structure for commercial reasons; and/or
  - 12.5.3 changes to significant particulars of the Client, based on which individual conditions were provided, occurs. The Client is deemed to have accepted such changes if he does not, before the proposed date of their entry into force, notify the Bank that he does not accept them.
- 12.6 The Bank is entitled, but shall not in any circumstances be obliged, to convert:
  - 12.6.1 any realised gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency;
  - 12.6.2 any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than the Client's base currency;
  - 12.6.3 any monies held by the Bank for the Client into such other currency as the Bank considers necessary or desirable to cover the Client's obligations and liabilities in that currency.
- 12.7 Whenever the Bank conducts currency conversions, the Bank will do so at such reasonable rate of exchange as the Bank selects. The Bank shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up is defined in the Commissions, Charges & Margin Schedule.

### 13. Security

- 13.1 Any and all Security transferred to the Bank by the Client or held by the Bank on behalf of the Client is pledged as a Security for any liability that the Client may have or get towards the Bank. Without limitation such Security shall comprise the credit balances on Accounts, the securities registered as belonging to the Client on the Bank's books, and the value of the Client's open positions with the Bank.
- 13.2 If the Client fails to fulfil any obligation under the Terms, to the extent permissible under the applicable laws the Bank is entitled to sell any pledged Security immediately without any notice or court action. Such sale shall take place by the means that the Bank in its reasonable discretion determines and at the price that the Bank in its reasonable discretion determines to be the best obtainable.
- 13.3 Security over cash, securities and/or other assets deposited with the Bank by the Client shall be created in the following forms:
- 13.3.1 *Financial collateral*: This provision applies when the Client is an eligible legal entity for the financial collateral arrangement under the Law on Financial Collateral Arrangements of the Republic of Lithuania. The Client shall be providing Security in a form of security financial collateral arrangement under the Law on Financial Collateral Arrangements with respect to any funds and/or financial instruments submitted by the Client to the Bank as financial collateral. Upon request of the Bank made pursuant to Clause 9.2, the Client shall immediately provide funds and/or financial instruments acceptable to the Bank and perform any other actions that may be necessary in order to create and perfect financial collateral in favour of the Bank. Financial collateral shall be provided upon transfer of the relevant financial instruments and/or funds into the designated financial collateral account with the Bank. Funds received upon sale of the financial instruments that have been provided as financial collateral to the Bank, are transferred to the financial collateral account without a separate instruction of the Client and are considered to be pledged in favour of the Bank until they are transferred from the financial collateral account to the Client following general procedures. Upon occurrence of an Event of Default the Bank shall have immediate right to unilaterally and without prior notice realise the financial collateral in the following manners: (i) by sale or appropriation of the financial instruments, and/or (ii) setting off the amount of funds against or applying it in discharge of the relevant financial obligations. In case the Bank appropriates financial instruments constituting financial collateral their value shall be determined by the Bank with reference to Clause 13.2 of these Terms. If the Client does not perform his obligations, the Bank shall be entitled to unilaterally realise the financial collateral in any manner provided above or the close-out netting can take effect, notwithstanding the commencement or continuation of winding-up proceedings or reorganisation measures with respect to the financial collateral provider and/or the Bank, or any purported assignment, judicial or other attachment or other disposition of or in respect of such rights.
- 13.3.2 *Possessory pledge over funds / financial instruments*: This provision applies when the Client is an individual or any other person with respect to whom financial collateral arrangements are not available. Security for prompt and full payment of the Client's obligations to the Bank shall be created in a form of a possessory pledge with respect to all present and future cash and/or financial instruments submitted by the Client to the Bank. This Clause shall constitute an agreement between the Client and the Bank regarding pledge of funds held in bank account created pursuant to Paragraph 1 Article 4.209 of the Civil Code of the Republic of Lithuania by means of a written pledge agreement and transfer of an asset to the possession of the creditor and not by means of a pledge bond. The pledge shall be created over the funds, the amount and currency of which is indicated in the agreement on trading via the Trading Platform entered with the Bank. The value of pledged cash funds will increase upon additional cash funds transferred to the aforementioned account and thereby pledged, and/or decrease upon transfer of cash funds from the aforementioned account and thereby release from pledge. The pledged cash funds may be converted from one currency to another and notwithstanding such conversion they will remain pledged to the Bank. The creation of Security referred to herein over financial instruments shall be documented in a separate written agreement in the form and content satisfactory to the Bank. Upon request of the Bank made pursuant to Clause 9.2, the Client shall immediately provide funds and/or financial instruments acceptable to the Bank and perform any other actions that may be necessary in order to create and perfect pledge in favour of the Bank. Pledge over funds and/or financial instruments shall be created upon transfer of the relevant financial instruments and/or funds into the designated account with the Bank. The Bank shall make entries regarding creation of the pledge in the relevant accounts of the pledged financial instruments and/or funds. Funds received upon sale of the financial instruments that have been pledged in favour of the Bank, are transferred to the collateral account without a separate instruction of the Client and are considered to be pledged in favour of the Bank until they are transferred from the collateral account to the Client following general procedures. Upon occurrence of an Event of Default the Bank may enforce the property pledged hereunder upon lapse of ten (10) days from the submission of the enforcement notice to the Client. For the purposes of Section 4.219 (5) of the Civil Code of the Republic of Lithuania, the parties have agreed that the Bank may take over the ownership of all or any part of the Security and apply it to the satisfaction of the Client's obligations.
- 13.3.3 *Assignment of rights*: By this Clause the Client hereby assigns its rights to claim repayment of any funds deposited (or which will be deposited in the future) with the Bank as well as any other Client's proprietary rights to all claims against the Bank (both present and future), including claims arising under these Terms and other separate Contracts between the Client and the Bank while they remain in effect or have not been settled. The assignment of rights of claims shall enter into force upon the notice of the Bank submitted to the Client, which notice may be submitted by the Bank to the Client upon occurrence of an Event of Default.

- 13.4 The Client shall promptly execute all documents and do whatever the Bank requires to perfect or protect the Security or priority rights of the Bank as well as enforcement of the Security created pursuant to these Terms and any of the separate Contract concluded based on these Terms.

#### **14. Netting agreement**

- 14.1 If on any date the same amounts are payable under the Terms by each party to the other in the same currency, then, each party's obligations to make payment of any such amount will be automatically satisfied by netting. If the amounts are not in the same currency, the amounts are converted by the Bank in accordance with the principles referred to in Clause 12.
- 14.2 If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable shall pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.
- 14.3 If the Client, at any time during the Client relationship, has a negative cash-balance in any Account, the Bank is entitled but not obligated to net between the Client's Accounts. The Client shall bear all the charges and any other costs associated with such netting in accordance with the Commissions, Charges & Margin Schedule.
- 14.4 If the Client relationship is terminated according to Clause 26, the claims that the parties have against each other shall be finally discharged by means of netting (closed). The value of open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the parties shall be the difference between the payment obligations of the parties.
- 14.5 Rates based on which the Contracts shall be closed shall be market rates applicable on the day on which the Bank decides to close the Contracts.
- 14.6 The Bank may at its reasonable discretion determine the rates by obtaining an offer from a Market Maker in the asset in question or by applying rates from electronic financial information systems.
- 14.7 When determining the value of the Contracts to be netted, the Bank shall apply its usual spreads and include all costs and other charges.
- 14.8 This netting agreement shall be binding towards third parties, including, but not limited to, the estate and creditors of the parties to the client relationship.

#### **15. Securities trading, execution of orders**

- 15.1 When the Bank executes orders as Agent for the Client on a recognized stock or futures exchange or via transfer of order to a foreign brokers for execution, the Bank will not be a party to such a trade as such orders will be executed in the trading system of the relevant exchange at the best price and the most favourable conditions available at the time of the order or according to the Client's specific instructions, e.g. in a situation where the Client has chosen to limit the order. The Bank will not include any additional spread in the price of the execution achieved for the Client but will be remunerated according to the Commissions, Charges & Margin Schedule.
- 15.2 The Client is specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, the Bank may execute Client's order by dealing on own account.
- 15.3 Following execution of any position with a Client, the Bank may at the Bank's reasonable discretion subsequently offset each such client position with another client position, or a position with one of the Bank's Counterparties or retain a proprietary position in the market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in the Bank offsetting client positions at prices different – sometimes significantly different – from prices quoted to clients, resulting in trading profits or losses for the Bank. This in turn can raise the possibility of the Client incurring what may be seen as an implied cost (i.e. the difference between the price at which the Client traded with the Bank and the price at which the Bank subsequently traded with Counterparties and/or other clients) due to any profits realised by the Bank. However, this function may also involve significant costs to the Bank if the market moves against the Bank as compared to the price at which the Bank traded with the Client.
- 15.4 The Client acknowledges, recognizes and accepts that the price quoted to the Client includes a spread when compared with the price to which the Bank may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty. Furthermore, the Client acknowledges, recognizes and accepts that said spread constitutes remuneration to the Bank and that such spread not necessarily can be calculated for all Contracts and that such spread will not be specified at the Settlement/Trade Confirmation or otherwise revealed to the Client.
- 15.5 Any commission costs, interest charges, costs associated to and included in the spreads quoted by the Bank in certain markets and other fees and charges will consequently influence the Client's trading result and will have a negative affect on the Client's trading performance compared to a situation if such commission costs, interest charges, costs associated to and included in the spreads did not apply.

#### **16. Aggregation and split**

- 16.1 The Bank is in accordance with the Bank's Best Execution Policy entitled to aggregate the Client's orders with the Bank's own orders, orders of any of the Bank's associates and/or persons connected with the Bank including employees and other Clients. Furthermore, the Bank may split the Client's orders when executing these. The orders will only be aggregated or split if the Bank reasonably believes it to be in the best interest of the Client. On



some occasions aggregation and split of the Client's order may result in the Client obtaining a less favourable price than if the Client's orders had been executed respectively separately or mutually.

## **17. Conflicts of interest**

17.1 The Bank, its associates or other persons or companies connected with the Bank may have an interest, relationship or arrangement that is material in relation to any transaction or Contract affected, or advice provided by the Bank, under the Terms. By accepting the Terms and the Bank's Conflict of Interest Policy (which distinctly describes the general character and/ or background of any conflict of interest) the Client agrees that the Bank may transact such business without prior reference to any potential specific conflict of interest.

## **18. The Bank's counterparties**

18.1 In order to give effect to the Client's instructions, the Bank may instruct a Counterparty selected at the Bank's discretion and the Bank shall do so where the transaction is to be subject to the rules of an exchange or market of which the Bank is not a member.

18.2 The Bank shall not be responsible for errors committed by such Counterparties unless it is proven that the Bank has not acted with sufficient care when selecting the Counterparty.

## **19. Introducing brokers**

19.1 The Client may have been referred to the Bank by an Introducing Broker. If so, the Bank shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will either be acting as an independent intermediary or an Agent for the Client and that no such Introducing Broker shall be authorised to make any representations concerning the Bank or the Bank's Services.

19.2 The Client is specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs as the Bank may pay fees or commission to such person.

19.3 The Client is also specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs for the Client because the Introducing Broker can deduct commissions and fees as well as price or interest/financing rate adjustments for any trade conducted on or allocated to the Client's account either by the Introducing Broker or the Client.

19.4 If the Introducing Broker undertakes any deductions from the Client's Trading Account according to any agreement between the Client and the Introducing Broker, the Bank has no responsibility as to the existence or validity of such an agreement.

19.5 The Bank shall have no responsibility or liability to the Client in following the instructions given by the Introducing Broker. The Bank is under no obligation to supervise or otherwise know or review the payment instructions or any other acts, including but not limited to the trading, of the Introducing Broker.

19.6 The Client acknowledges and accepts that frequent transactions may result in a sum total of commissions, fees, price or interest/ financing rate adjustments for trades conducted that may be substantial and not necessarily be offset by the net profits, if any, achieved from the relevant trades. The responsibility for correctly assessing whether the size of the total commissions, fees, price or interest/financing rate adjustments for trades conducted paid from the Client's account makes trading commercially viable, is the combined responsibility of the Client and the Introducing Broker. The Bank only acts as the custodian and principal broker, and therefore is not responsible for the size of the commissions and fees as well as price or interest rate paid by the Client.

19.7 Any commissions, fees, price or interest/financing rate adjustments for trades conducted may be shared between the Introducing Broker, the Bank and third parties according to the Introducing Broker's written instructions and/or at the Bank's discretion.

## **20. Default and default remedies**

20.1 The provisions contained in this Clause supplement any other rights that the Bank or any of its associates have according to the Terms, including but not limited to the Security referred to in Clause 13, and furthermore any other rights the Bank has according to the applicable law.

20.2 The Bank reserves the right to retain, or make deductions from, any amounts which the Bank owes to or is holding for the Client if any amounts are due from the Client to the Bank or the Bank's associates.

20.3 The Client authorises the Bank, at the Bank's discretion, to the extent permitted under applicable laws at any time and without notice, to close, sell, apply, set-off and/or charge in any manner any or all of the Client's property and/or the proceeds of any of the same of which the Bank or any of its associates or Agents has custody or control, in order to discharge any or all of the Client's obligations to the Bank or to the Bank's associates.

20.4 Each and any of the following events shall constitute an Event of Default:

20.4.1 if the Client fails to make any payment or fails to do any other act required under the Terms or by the Bank at its reasonable discretion;

20.4.2 if the Client fails to remit funds necessary to enable the Bank to take delivery under any Contract on the first due date;

- 20.4.3 if the Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date;
- 20.4.4 if the Client dies or becomes of unsound mind;
- 20.4.5 if an application is made in respect of the Client for any action pursuant to the Law on Enterprise Bankruptcy or the Law on Enterprise Restructuring of the Republic of Lithuania or any equivalent act applicable to the Client or, if a partnership, in respect of one or more of the partners, or if a company, that a receiver, trustee, administrative receiver or similar officer is appointed;
- 20.4.6 if a petition is presented for the winding-up or administration of the Client;
- 20.4.7 if an order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Bank);
- 20.4.8 if any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within seven days;
- 20.4.9 if any security created by any mortgage or pledge becomes enforceable against the Client and the mortgagee or pledgee takes steps to enforce the security;
- 20.4.10 if any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- 20.4.11 if the Client fails to fully comply with obligations under the Terms or any Contract, including refrains from complying with Margin requirements;
- 20.4.12 if any of the representations or warranties given by the Client are, or become, untrue;
- 20.4.13 if the Bank or the Client is requested to close a Contract (or any part of a Contract) by any regulatory agency or authority; or
- 20.4.14 if the Bank reasonably considers it necessary for its own protection or the protection of its associates.
- 20.5 Upon the existence of an Event of Default, the Bank shall at its discretion be entitled to:
  - 20.5.1 to sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of the Bank or any of its associates or Agents or call on any guarantee;
  - 20.5.2 to buy any Security, investment or other property where this is, or is in the reasonable opinion of the Bank likely to be, necessary in order for the Bank to fulfil its obligations under any Contract and the Client shall reimburse the Bank for the full amount of the purchase price plus any associated costs and expenses;
  - 20.5.3 to deliver any Security investment or property to any third party, or otherwise take any action the Bank considers to be desirable in order to close any Contract;
  - 20.5.4 to require the Client immediately to close and settle a Contract in such manner as the Bank may in its reasonable discretion request;
  - 20.5.5 to enter into any foreign exchange transaction, at such market rates and times as the Bank may determine, in order to meet obligations incurred under a Contract; and
  - 20.5.6 to re-invoice all or part of any assets standing to the debit or credit of any Account (including commuting the Bank's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by the Bank at its reasonable discretion) on the date re-invoicing takes place).
- 20.6 The Client authorises the Bank to take any or all of the steps described in this Clause without notice to the Client and acknowledges that the Bank shall not be responsible for any consequences of it taking any such steps, unless the applicable law requires otherwise or the Bank has exercised gross negligence in connection herewith. The Client shall execute the documents and take the action as the Bank may request in order to protect the rights of the Bank and its associates under the Terms or under any agreement the Client may have entered into with the Bank's associates.
- 20.7 If the Bank exercises its rights to sell any Security or property of the Client under this Clause, it will effect such sale, to the extent permissible under the applicable laws without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to the Bank or to the Bank's associates.
- 20.8 Without prejudice to the Bank's other rights under the Terms or under prevailing law, the Bank may, at any time and without notice, combine or consolidate any of the accounts maintained by the Client with the Bank or any of its associates and off-set any and all amounts owed to, or by, the Bank or any of its associates in such manner as the Bank at its reasonable discretion may determine.

## **21. Client warranties & representations**

- 21.1 The Client warrants and represents that:
  - 21.1.1 it is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to the Terms or any Contract or transaction contemplated by the Terms;
  - 21.1.2 it has obtained all necessary consents and has the authority to operate according to the Terms (and if the Client is not an individual person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organisational documents);
  - 21.1.3 investments or other assets supplied by the Client for any purpose shall, subject to the Terms, at all times be free from any charge, lien, pledge or encumbrance and shall be legally and beneficially owned by the Client;
  - 21.1.4 it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and



- 21.1.5 the information provided by the Client to the Bank is complete, accurate and not misleading in any material respect.
- 21.2 The above warranties and representations shall be deemed to be repeated each time the Client in the future for the duration of the client relationship provides instructions to the Bank.

## **22. Indemnity and limitations of liability**

- 22.1 The Client is obliged to compensate the Bank for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by the Bank as a result of or in connection with:
  - 22.1.1 the Client's breach of the Terms;
  - 22.1.2 the Bank entering into any transaction or Contract; or
  - 22.1.3 the Bank taking any of the steps which the Bank is entitled to take in an Event of Default;
  - 22.1.4 unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of the Bank's gross negligence or willful default.
- 22.2 This right to compensation shall survive any termination of the Client relationship.
- 22.3 Without prejudice to Clause 6, the Bank shall not be liable for:
  - 22.3.1 any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Services unless and to the extent that such Loss is suffered or incurred as a result of the Bank's gross negligence or willful default;
  - 22.3.2 any Loss due to actions taken by the Bank according to its rights under the Terms, or
  - 22.3.3 any consequential or other indirect loss suffered or incurred by the Client whether arising from the Bank's negligence or otherwise.
- 22.4 Especially, the Client acknowledges, recognizes and accepts that any market recommendation and any information communicated by the Bank does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by the Bank to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified and unverifiable. The Bank makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

## **23. Confidentiality and the Bank's disclosure of information**

- 23.1 Neither party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may in the course of its duties or obtain possession of, and each party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfil its obligations pursuant to these Terms.
- 23.2 By accepting the Terms the Client authorises the Bank to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore the Bank may disclose requested and relevant information relating to the Client to third parties in or outside Lithuania in order to facilitate the transfer of funds by credit card initiated by Client.
- 23.3 By accepting the Terms the Client permits the Bank to share personal information submitted by the Client to the Bank with any duly licensed financial entity within the Bank Group in accordance with the applicable data protection laws. Furthermore, the Bank may use such information in any entity within the Bank Group for the purpose of providing trade recommendations, trading activities, sales and marketing information including new products and services, and the Bank may share such information with a third party agency working on behalf of the Bank with the purpose of performing Client analysis for the use of the Bank's sales and marketing. Furthermore, the Bank may share such information with any Introducing Broker for the purpose of completing the due diligence and approving of account applications.

## **24. Cooling off**

- 24.1 The "cooling off" rules of the Law on Consumer Protection of the Republic of Lithuania do not apply to agreements concerning securities or financial services as offered by the Bank, cf. the Law on Consumer Protection of the Republic of Lithuania, Article 37, Subsection 5, Item 1. The client relationship between the Bank and the Client may be terminated by the Client immediately according to Clause 26. The Bank shall charge no separate fees for opening and closure of trading accounts, except for the Bank's applicable trading commissions, according to Commissions, Charges & Margin Schedule related to closure of any open positions.

## **25. Amendments**

- 25.1 The Bank is entitled to amend the Terms in favour of the Client without notice. Changes not in the Client's favour may take place at any time by giving a notice of minimum 30 days. The Bank will provide the notice to the Client

on a Durable Medium. Moreover, the Client may request that such changes are sent to him in a paper form. The amended Terms shall only apply to transactions with financial instruments and other contracts concluded after the entering into force thereof. The Client may notify that he does not consent to the amended Terms until the date of entering into force thereof. In such case the Contracts concluded between the Client and the Bank shall be performed based on these Terms and the Client will not be entitled to request conclusions of new transactions with financial instruments and/or separate Contracts under these Terms. The Client is deemed to have accepted such changes if he does not, before the proposed date of their entry into force, notify the Bank that he does not accept them.

## **26. Termination**

- 26.1 The client relationship shall remain in force until terminated.
- 26.2 The Client is entitled to terminate the client relationship immediately by giving written notice to the Bank. The Bank is entitled to terminate the client relationship with 30 days' prior notice. The Bank will provide the notice to the Client on a Durable Medium. Termination shall not affect any accrued rights and obligations.
- 26.3 On termination, the Bank and the Client undertake to complete all Contracts that are already entered into or under execution and the Terms shall continue to bind both parties in relation to such transactions. The Bank is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and it is entitled to postpone such transferring until any and all Contracts between the Bank and the Client are closed. Furthermore, the Bank is entitled to require the Client to pay any charges incurred in transferring the Client's investments.

## **27. Regulatory authority and the guarantee fund for depositors and investors**

- 27.1 The Bank is regulated by the Bank of Lithuania and the Trading Platform is under supervision by the Securities Commission of the Republic of Lithuania.
- 27.2 The Client's funds will not necessarily be segregated from the Bank's funds. It may be used by the Bank in the course of the Bank's business.
- 27.3 The Client's deposit is protected in case of the Bank's bankruptcy in accordance with the Lithuanian regulation hereof. As a result for cash deposits the Client will have an unsecured claim against the bankrupt estate as an ordinary creditor whereas the Client for securities will have a claim to repay securities provided that the Client's securities are duly separated from other Client's and the Bank's own securities.
- 27.4 Should the Client not obtain full coverage for its cash deposits the state enterprise Depositors and Investors Insurance provides coverage for up to the equivalent in LTL of EUR 100,000 in accordance with the Law on Guarantees on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania.
- 27.5 Should the Bank is not able to repay to the Client securities that it has used or transferred without the Client's consent the state enterprise Depositors and Investors Insurance provides coverage for securities up to the equivalent in LTL of EUR 22,000 in accordance with the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania.

## **28. Complaints and disputes**

- 28.1 In case the Client has raised a question or a problem with the account executive or another employee of the Bank without receiving a satisfactory answer, the Client is entitled to file a written complaint with the Bank. The Bank hereafter investigates and answers the complaint.
- 28.2 In the event the Client is not satisfied with the Bank's response, the Client may file a complaint to the court having jurisdiction over the dispute.
- 28.3 Without prejudice to any of the Bank's other rights under the Terms, in case of a dispute between the Client and the Bank over a Margin Trade or alleged Margin Trade or any instruction relating to a Margin Trade, the Bank is entitled at its reasonable discretion and without notice to close any such Margin Trade or alleged Margin Trade if the Bank reasonably believes such action to be desirable for the purpose of limiting the maximum amount involved in the dispute. The Bank shall not be responsible to the Client in connection with any subsequent fluctuations in the level of the relevant Margin Trade. If the Bank closes a Margin Trade under this Clause such action shall be without prejudice to the Bank's right to contend that such Margin Trade had already been closed by the Bank or was never opened by the Client. The Bank shall take reasonable steps to inform the Client that the Bank has taken such action as soon as practicable after doing so. Where the Bank closes a Margin Trade or alleged Margin Trade in accordance with this Clause, the closing shall be without prejudice to the Client's rights to open a new Margin Trade, provided that such Margin Trade is opened in accordance with the Terms. When calculating margin or other funds required for such Margin Trade, the Bank is entitled to do so on the basis that the Bank's view of the disputed events or instructions is correct.

## **29. Governing law and choice of jurisdiction**

- 29.1 The Client relationship and Terms are subject to and shall be construed in accordance with Lithuanian law as the sole and exclusive governing law.

- 29.2 The Client and the Bank have agreed that to the extent permissible under the applicable laws the court in the place of registered office of the Bank shall have exclusive jurisdiction and be the sole and exclusive venue in disputes regarding the client relationship and the Terms and any and all dealings between the Client and the Bank. However, the Bank reserves the right to commence proceedings in any competent court and jurisdiction that it may find suitable, including but not limited to jurisdictions in which the Client is a citizen or resident and jurisdictions in which the Client possesses assets.
- 29.3 This Clause shall survive any termination of the Client relationship.

### 30. Miscellaneous

- 30.1 If at any time any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.
- 30.2 The Bank shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under the Terms where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of the Bank's website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Bank is a party to the conflict and including cases where only part of the Bank's functions are affected by such events.
- 30.3 If the Client's combined exposure in one or more Margin Trades reaches a level which – in case of an adverse market development – may lead to a significant deficit not covered by the Client's deposits and/or Margin with the Bank, the Bank may in its reasonable discretion (i) increase the margin requirements and/or (ii) reduce the Client's exposure by closing one or more or all of the Client's open positions.
- 30.4 Furthermore, the Bank is entitled in its reasonable opinion to determine that an emergency or an exceptional market condition has occurred. Such conditions shall include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which the Bank relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or the Bank's reasonable anticipation of the occurrence of such a movement. In such cases the Bank may increase its Margin requirements, reduce the Client's exposure, close any or all of the Client's open Margin Trades and/ or suspend trading.
- 30.5 The Client may not assign its rights or delegate any of the Client's obligations under the Terms or according to any Contract to others whereas the Bank may assign its rights or delegate its obligations to any regulated financial institution.
- 30.6 For various investments, instruments and groups of Clients, the Bank may provide additional business terms. The Client acknowledges, understands and accepts that:
- 30.6.1 such business terms made available to Clients shall constitute an addition to the Terms; and
- 30.6.2 the Client should not undertake any transaction unless the business terms applicable for such investment, instrument or group of Clients have been understood and accepted.
- 30.6.3 transactions undertaken by the Client notwithstanding above, shall be deemed as had this sub-clause indeed been complied with.
- 30.7 The rights and remedies contained in the Terms are cumulative and not exclusive of any rights or remedies provided by law.
- 30.8 No delay or omission on the part of the Bank in exercising any right, power or remedy provided by law or under the Terms, or partial or defective exercise thereof, shall:
- 30.8.1 impair or prevent further or other exercise of such right, power or remedy; or
- 30.8.2 operate as a waiver of such right, power or remedy.
- 30.9 No waiver of pleading a default of a clause in the Terms shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorising a continuation of the particular breach.
- 30.10 The Client hereby ratifies all transactions with the Bank effected prior to the Client's acceptance of the Terms and agrees that the rights and obligations of the Client in respect thereto shall be governed by the Terms.
- 30.11 By accepting the Terms on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorised to act on behalf of such corporation or legal entity and to bind the same to the Terms and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorised to bind the corporation or legal entity, the Bank will have the right to seek repossession from this person of what he has unlawfully received. Furthermore, the signatory shall indemnify the Bank against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against the Bank as a result of the signatory holding out to be authorised to act and bind any such corporation or legal entity.
- 30.12 Client shall be able to communicate with the Bank in Lithuanian, English or any other language as the Bank may offer from time to time. The Bank may communicate with the Client in Lithuanian, English or any other language agreed between the parties.
- 30.13 The Bank or third parties may have provided the Client with translations of the Terms. The original English version shall be the only legally binding version for the Client and the Bank. In case of discrepancies between the original English version and other translations in the Client's possession, the original English version provided by the Bank on its website shall prevail.



30.14 The Client accepts that the Bank may be closed on significant European holidays.

30.15 These Terms shall enter into effect on May 2, 2011 and shall apply to all contracts, Client's orders and transactions with financial instruments made after that date.

These terms are applicable from May 2, 2011 and shall remain effective until a more recent version is released.

The prevailing version of the Terms is always available at [www.dnb.lt](http://www.dnb.lt).

AB DNB bankas

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