



## AB DNB Bankas general Rules on the Provision of Services

Approved by order No. 22 of the President of the Bank  
dated 28 April 2006 and effective from 12 May

### 1. Definitions used in the General Rules

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- 2.1. The Bank is AB DNB Bankas, a public limited liability company, code 112029270, head office at J. Basanavicius 26, LT-03601 Vilnius, the Republic of Lithuania.
- 2.2. Companies of the Bank's group are companies directly or indirectly controlling the Bank, also other companies directly or indirectly controlled by these companies as well as companies directly or indirectly controlled by the Bank.
- 2.3. The Bank's Internet website is the Internet website of the Bank at the address [www.dnb.lt](http://www.dnb.lt)
- 2.4. Banking services are services provided by the Bank to the Customer in accordance with the laws, other legal acts, the Bylaws of the Bank and Agreements.
- 2.5. The General Rules are the present rules on the provision of banking services.
- 2.6. The Business Day is a calendar day, except public holidays and weekends (Saturdays and Sundays).
- 2.7. The Pricelist is a schedule of fees and charges of the Bank.
- 2.8. The Customer is a private individual or legal entity using banking services or applying to the Bank for using the same. In Agreements, Conditions for Provision of Services, Pricelist or other documents Customers may be called individual customers, corporate customers or given other names.
- 2.9. The Conditions for the Provision of Services are conditions for provision of specific banking services.
- 2.10. The Agreement is an agreement made between the Bank and Customer for the provision of banking services to the Customer.
- 2.11. The Parties are the Bank and Customer.
- 2.12. A third person is any private individual or legal entity except for the Parties.
- 2.13. Unless otherwise established in the General Rules, words denoting the singular include the plural, words of one gender have the same meaning as the respective words of any other gender, words denoting a person include both legal and other than legal entities, and a reference to the whole shall mean a reference to any part thereof; and vice versa (as may be in each particular case).
- 2.14. The headings of items and other provisions of the General Rules are inserted for convenience of reference only and shall not affect the interpretation of the General Rules.

### 3. Application scope

- 3.1. The General Rules are applicable to the relations between the Parties with respect to the provision of banking services when banking services are provided by the Bank's head office or the Bank's outlets established in the Republic of Lithuania.
- 3.2. The specifics of the provision of separate services of the Bank may be provided for in the Conditions for the Provision of Services which are also applicable to the relations between the Parties with respect to the provision of banking services.
- 3.3. Fees payable by the Customer to the Bank for banking services are indicated in the Pricelist and/or Agreement.
- 3.4. The Customer may get familiar with the General Rules and Pricelist on the Internet website of the Bank and/or at Customer Service Branches/Sub-branches of the Bank. Upon Customer's request the Bank issues a copy of the General Rules to him. The Customer is also provided with possibilities to get familiar with and to receive the Conditions for the Provision of Services.
- 3.5. It is considered that the Customer accepts the General Rules, Conditions for the Provision of Services and Pricelist by entering into an Agreement or prior to commencement to use banking services.
- 3.6. In case of any discrepancy between the General Rules and Conditions for the Provision of Services the latter shall be applied. In case of any discrepancy between the Agreement conditions and General Rules, Conditions for Provision of Services or Pricelist the Agreement conditions shall be applied. In case of any discrepancy between the Lithuanian version of the Agreement, General Rules, Conditions for the Provision of Services and Pricelist and the translated version thereof the Lithuanian version will prevail.
- 3.7. In case any provision of the General Rules, Conditions for the Provision of Services, Pricelist or Agreement is in conflict with the imperative provisions of the laws of the Republic of Lithuania such provision shall not be applicable to the relations between the Parties, and all the remaining provisions of the General Rules, Conditions for the Provision of Services, Pricelist or Agreement remain in full force and effect.
- 3.8. The Bank is entitled to amend the General Rules, Conditions for Provision of services and Agreements – in case of a necessity to amend these Rules, Conditions or Agreements due to modification or upgrading of the software or hardware used by the Bank, organizational restructuring, amendments to the legal acts or adoption of the new ones, other important reasons. The Bank is also entitled to amend the Pricelist at any time. The Bank informs the Customer about these amendments in advance by giving not less than 14-days' notice to the Customer in the manner chosen by the Bank: by sending information on amendments to the Customer by mail and/or e-mail, facsimile transmission or other telecommunications terminal equipment, and/or Internet banking tools, and/or any other means, and/or by announcing that information on the Internet website of the Bank, and/or in the daily indicated in the Bylaws of the Bank, and/or in any other means of the mass media. These amendments are binding on the Customer and are applicable to all Agreements entered into by the Bank and the Customer.

### 4. Customer identification

- 4.1. Prior to the conclusion of the Agreement with the Customer or provision of banking services to the Customer the Bank is entitled to make identification of the Customer and/or representative thereof.
- 4.2. Customer identification is made based on documents and information presented by the Customer as required by the Bank, or in the cases established by the Bank through the Customer's using the identity proof measures given thereto. Upon the Bank's demand the Customer must provide the Bank with the valid documents proving the Customer's identity as required by the Bank. The Bank itself has the right to check the identity of the Customer and/or a representative thereof by using the authorized measures.
- 4.3. In protection of the Customer's interests the Bank has the right to refuse to accept from the Customer identification documents which, to the opinion of the Bank, may be easily forged or documents with insufficient data for making personal identification.

#### 5. Representation

- 5.1. In making the Agreement or using banking services the Customer may be represented by the Customer's representative, however, in seeking to protect the legitimate interests of the Customer and Bank the Bank has the right to demand from the Customer (private individual) to make the Agreement or use banking services personally.
- 5.2. The Customer's representative must provide the Bank with a document confirming the authorizations of the representative. The Bank has the right to check the authorizations of the Customer's representative and the authenticity of identification papers as well as during the verification period to temporarily cease execution of operations initiated by the Customer's representatives.
- 5.3. The Customer's representatives indicated in the sample signature cards certified by the Customer, if such cards are filled in as required by the Bank, the Customer – a legal entity – has the right to have at his disposal the funds available in the accounts opened with the Bank.
- 5.4. In case the respective banking operation on behalf of the Customer is initiated by the Customer's representative the Bank has the right to contact the Customer with the aim to receive approval from the Customer for execution of an operation initiated by the Customer's representative, if such approval, to the opinion of the Bank, is necessary in seeking to protect the interests of the Customer (e.g.: large money transfer is initiated and the like). The Customer will not have any claims against the Bank, if, in case of its failure to contact the Customer and receive his approval, an operation initiated by the Customer's representative will not be effected.
- 5.5. The Customer must inform the Bank in writing about any change, cancellation or expiration of the authorizations of the Customer's representative on other grounds irrespectively of whether this information has been provided by the Customer to the public registers. Prior to submission of such information to the Bank it is considered that the authorizations of the Customer's representative possessed by the Bank are appropriate and valid unless the Bank itself have known or had to known about change or expiration of the authorizations.

#### 6. Customer's signature

- 6.1. Unless otherwise provided by the Agreements, written instructions, notices or other documents given or made by the Customer and meant for the Bank shall be signed by the Customer or representative thereof.
- 6.2. The Bank has the right to demand that the Customer or representative thereof sign documents at the Bank or that the signatures of the Customer or representative thereof on a document are notarized.
- 6.3. In case the Customer is using electronic payment instruments the Customer's instructions given in the procedure set in the respective Agreements shall be confirmed by the Customer's identity proof means. By their legal power documents certified in that way are equivalent to documents signed by the Customer.

#### 7. Documents submitted to the Bank

- 7.1. Unless otherwise instructed by the Bank, the Customer must submit the Bank with original copies of documents or notarized copies thereof.
- 7.2. In case documents submitted to the Bank are made abroad the Bank has the right to demand that they are legalized with the exception of the cases when the international treaties of the Republic of Lithuania establish otherwise.
- 7.3. Documents submitted to the Bank shall be prepared in Lithuanian and/or another language indicated by the Bank. In case documents to be submitted to the Bank are prepared in a foreign language the Bank has the right to demand that the same are translated into Lithuanian and/or another language indicated by the Bank by a translator acceptable to the Bank. The Bank has also the right to demand that the genuineness of the translator's signature is certified by notary public.
- 7.4. In the cases established by the Bank documents submitted to the Bank shall be made in accordance with the standard forms set by the Bank.
- 7.5. The Bank is entitled to apply to other persons, including public authorities, with a request to provide the Bank with available information about the genuineness of documents presented by the Customer and their content. The Customer agrees that the Bank may refer to other persons regarding verification of the presented proxies, other documents and the information indicated therein and waives any claims to the Bank due to non-executing of instructions by the Customer or his representatives until receipt of the above-mentioned information.
- 7.6. when concluding, executing and terminating the Agreement the Customer must provide the Bank with the documents indicated by the Bank.

#### 8. Conclusion of agreements and provision of banking services

- 8.1. The Bank provides banking services to the Customer upon conclusion of the respective Agreement on the provision of banking services between the Bank and Customer in the procedure set by the Bank.
- 8.2. The form of Agreements is set by the Bank. In the cases established by the Bank Agreements may be made verbally.

- 8.3. Unless otherwise established by the laws of the Republic of Lithuania, the Bank has the right to refuse to enter into the Agreement requested by the Customer without giving any reasons for refusal.
- 8.4. In case the Agreement is made in both the Lithuanian and foreign languages, given any discrepancies between the Lithuanian text and the text in a foreign language, the Lithuanian version will prevail.
- 8.5. Unless otherwise provided under the Agreement, the Agreement shall be made in two equally legally binding copies, one copy for each Party.
- 8.6. The Bank has the right to suspend the provision of banking services or change the procedure for the provision thereof subject to notification of the Customer provided that suspension or change of the provision of services is caused by necessary repairs of the software or hardware, other working tools used by the Bank, elimination of defects, routine maintenance, installation of new software versions, updating of the procedures and the like. The Customer will not have any claims against the Bank regarding such suspension of the provision of banking services or change of the procedure for the provision thereof.
- 8.7. If according to the requirements of the laws the Bank at paying out money to the Customer must clear taxes or other compulsory payments for public, municipal or other institutions, the Bank pays out only the amount of money, which remains after clearing these taxes or compulsory payments.

#### 9. Giving and executing the Customer's instructions given to the Bank

- 9.1. The Customer gives instructions to the Bank based on the Agreement and/or the present General Rules.
- 9.2. Upon Customer's request the Bank under the conditions set by the Bank may confirm (including by the seal of the Bank) that it has received an instruction given by the Customer. Such confirmation does not mean that the Bank has executed an instruction received. The Bank is not liable for non-execution of the Customer's instruction in case an instruction cannot be executed due to the reasons beyond the Bank's control or given the grounds for non-execution of the Customer's instructions as established under the Agreement and/or General Rules.
- 9.3. The Customer is liable for the correctness of data in an instruction given by the Customer. The Bank must not check the correctness of data in the Customer's instruction, but if it turns out that data in the Customer's instruction are incorrect the Bank is entitled not to execute the Customer's instruction subject to notification of the Customer.
- 9.4. If the Customer instructs the Bank to transfer funds from the Customer's account opened with the Bank the Customer must ensure that there are sufficient funds in the Customer's account for execution of the Customer's instruction and payment of the fees for the service provided by the Bank to the Customer.
- 9.5. The Bank is not liable for non-execution of the Customer's payment instruction if upon receipt of the Customer's instruction it turns out that there are no sufficient funds in the Customer's account for execution of that instruction and/or for paying Bank taxes or due to other reasons beyond the Bank's control the Bank cannot use these funds for executing the Customer's instruction and/or for paying Bank taxes. In which case the Bank at its own discretion may grant a credit to the Customer for execution of the Customer's instruction and/or for paying Bank taxes notwithstanding that Customer's account crediting is not provided for under the Agreement, however, the Customer must repay a credit granted by the Bank within a term fixed by the Bank by paying the Bank the interest determined thereby for that credit.
- 9.6. The Customer's instructions to transfer money are executed by the Bank based on the beneficiary's account number indicated in the instruction, however, the Bank at its own discretion may not execute the Customer's instruction in case it turns out that the beneficiary's data indicated by the Customer are incompliant with the beneficiary's data possessed by the Bank.
- 9.7. Upon receipt of the Bank's consent the Customer is entitled to cancel an instruction given by the Customer to the Bank execution whereof has not commenced yet.

#### 10. Submission of notices and information

- 10.1. Submission of the Bank's notices and information to the Customer.
  - 10.1.1. The Bank submits notices and information to the Customer in the manner of the Bank's choice: by giving notices and information to the Customer by mail, and/or e-mail, facsimile transmission, and/or other telecommunications terminal equipment, by giving notices and information using Internet banking tools, through the mass media, on the Internet website of the Bank, by phone, verbally as well as other ways.**
  - 10.1.2. Unless otherwise agreed between the Parties, notices and documents indicated by the Bank the Customer must withdraw in person from the Bank.**
  - 10.1.3. The Customer's contact addresses, telephone and fax numbers as well as other contact details used for submission of the Bank's notices and other information are specified in the Agreement.
  - 10.1.4. The Bank's notices given to the Customer personally are deemed to have been received by the Customer when after sending of such notice a time period reasonably required for sending such notice via the respective communication means has passed, including:
    - 10.1.4.1. after 5 (five) working days from giving a notice by mail;
    - 10.1.4.2. on the same day if a notice is sent on the Working Day by facsimile transmission, e-mail or using other telecommunications terminal equipment. In case notices are made on a non-working day such notice is deemed to have been received on the nearest Working Day;
    - 10.1.4.3. the other day after publication – when notices and information are published publicly.
  - 10.1.5. In case the Bank provides the Customer with information and notices in relation to the Agreement verbally (by phone, etc.) the Bank is entitled to record a conversation.
  - 10.1.6. In case on the Customer's part in the Agreement there is a plurality of persons (credit co-borrowers, account and deposit holders, etc.) the Bank is entitled to refer notices and other information to a person who is named the first in the respective Agreement on the Customer's part. This person must transfer the received information to other persons indicated in the Agreement on the Customer's part.

- 10.1.7. The Bank informs the Customer about any change in the Bank's address or other contact information indicated in the Agreement.
- 10.2. Submission of Customer's notices and information to the Bank.
  - 10.2.1. The Customer gives notices and other information to the Bank in writing to the Bank's address indicated in the Agreement by making such notice by mail or delivering it to the Bank's representative in person.
  - 10.2.2. The notices indicated in the Conditions for Provision of services and/or Agreements must be submitted by the Customers to the Bank by telephone, fax or in other indicated way.
  - 10.2.3. If the information and notices regarding the Agreement are orally (by telephone or likewise) submitted to the Bank, the Bank has the right to record the conversation.
  - 10.2.4. Should the Customer fail to receive the Bank's notices, information or reports he is to receive from the Bank under the Agreement the Customer must immediately inform the Bank about that.
  - 10.2.5. The Customer must verify information received from the Bank and in case of revealing of any mistakes and discrepancies inform the Bank about that.
  - 10.2.6. The Customer must immediately inform the Bank about any change in the Customer's name, surname, title, residence address, registered office address or address used for written communication, phone numbers, other contact information, the numbers of Customer's accounts, if they are significant for executing the Agreement, any change of the Customer's representatives, expiration of or restriction on the authorizations issued to the Customer's representatives. In case of failure to comply with this obligation the Customer cannot have any claims against the Bank that the Bank's actions based on the latest details of the Customer known to the Bank or with regard to the latest representatives of the Customer known to the Bank do not comply with the Agreement conditions or that the Customer has not received any notices given based on the latest contact details of the Customer known to the Bank.
  - 10.2.7. The Customer must immediately submit information to the Bank about any material facts concerning the performance under the Agreement and submit any documents evidencing the same irrespective of whether this information has been transferred to the public registers including without limitation: about any change of the sample signature of the Customer or Customer's representative, instituting and instituting bankruptcy, restructuring proceedings against the Customer (legal person), Customer's liquidation, reorganization, reconstruction, etc.
  - 10.2.8. The Customer must inform the Bank about any loss of the identity proof means provided to the Customer (passwords, codes, etc.) and any loss of electronic payment instruments. In the cases established under the Agreement the Customer must submit that information not to the Bank, but to another person named in the Agreement or indicated by the Bank to the Customer (e.g. payment card processing centre).
- 10.3. All notices and information submitted by the Parties to each other shall be in Lithuanian, unless otherwise established under the Agreement.

#### 11. Fees and other expenses payable by the Customer

- 11.1. The Customer must pay the Bank the fees, interest, commissions as well as make other payments as established in the Pricelist and/or Agreement for use of banking services.
- 11.2. The Customer within the fixed terms must also repay the Bank the financing amounts received from the Bank and cover other expenses related with the provision of banking services (notary fees, stamp duties, legal expenses, property valuation fees, fees for making copies of documents and issuing of certificates, insurance premiums, state taxes, etc.). In case these expenses are paid by the Bank the Customer must reimburse the Bank in the procedure set by the Bank for expenses incurred by the Bank. Further in this section the fees, interest, commissions, repayable financing amounts, expenses and other payments payable by the Customer to the Bank are jointly referred to as the fees.
- 11.3. The Bank debits the fees from the Customer's accounts indicated in the Agreement and given the absence of possibilities to debit the fees from these accounts the Bank is entitled to debit them from other accounts opened by the Customer with the Bank. Funds are debited in the currency indicated in the Agreement or any other currency at the exchange rate applicable by the Bank. The Bank's right to debit the fees from the Customer's accounts is valid until full payment of the fees to the Bank. The Customer must ensure that at maturity of the term for payment of the fees there is a sufficient money amount in the Customer's accounts indicated in the Agreement for debiting those fees. The Bank debits the fees in the priority order of the Bank's choice. The Bank is also entitled to demand from the Customer to pay the fees in cash or by money transfer to an account indicated by the Bank.
- 11.4. In case due to the reasons beyond the Bank's control the Bank is not able to debit the fees from the Customer's account the Customer upon the Bank's demand must pay the payable fees in the manner indicated by the Bank (to pay in cash at the cashier desk of the Bank, by money transfer to the account indicated by the Bank, etc.).
- 11.5. In case of any change in the currency of the subject-matter of the financial obligation or the fees as indicted in the Agreement the Bank is entitled to convert at the exchange rate set by the Bank the currency indicated in the Agreement into the new currency and recalculate the amount of the subject-matter of the obligation and the fees respectively, unless otherwise established in the laws of the Republic of Lithuania.
- 11.6. If the Bank shall at any time receive from the Customer less than the amount payable to it under the Agreement the Bank is entitled to allocate and apply such payment to cover the Customer's debt in any order of priority and for any purpose or purposes under the Agreement or other Agreements made between the Bank and Customer as the Bank in its sole discretion shall determine notwithstanding any instruction that the Customer may give to the contrary.
- 11.7. The Customer will pay the Bank the money amounts payable under the Agreement without deduction of any taxes charged by the state or self-government authorities, however, if under the laws the Customer must deduct any fees from any amounts payable to the Bank under the Agreement the Customer will increase the amount owed to the Bank to such amount the Bank would have received if it had been paid thereto without any deduction.

## 12. Termination. Consequences of failure to perform under the Agreement

- 12.1. The Bank has the right to suspend the provision of banking services and/or unilaterally terminate the Agreement in the out-of-court procedure by giving 10-day notice :
  - 12.1.1. in the cases established by the laws, Agreement, and Conditions for the Provision of Services;
  - 12.1.2. the Customer is in material breach of the Agreement;
  - 12.1.3. it turns out that information and documents submitted by the Customer and based on which the Bank has passed a decision to make the Agreement are misleading and/or incomplete;
  - 12.1.4. the Customer is in material breach of other Agreements entered into with the Bank;
  - 12.1.5. the bankruptcy and/or restructuring procedure is initiated or intended to be initiated for the Customer, liquidation of the Customer, the creditors of the Customer start to recover the debts from the Customer, also after discovering that the financial status of the Customer essentially deteriorated, the Customer became insolvent or other circumstances emerged, which can have negative impact on the Customer's ability to properly execute the Agreement;
  - 12.1.6. given other important reasons.
- 12.2. The Customer has the right to terminate the Agreement with in the Bank the cases and in the procedure established in the laws, Agreement and Conditions for the Provision of Services.
- 12.3. In case the Customer fails to fulfill the obligations stipulated in the Agreement and/or given the grounds for termination of the Agreement but independently of whether the Agreement has been terminated and independently of whether the Customer has been paying default interest and penalties set in the Agreement for default on his obligations the Bank has the right:
  - 12.3.1. not to provide banking services to the Customer and/or;
  - 12.3.2. to suspend the provision of banking services and/or;
  - 12.3.3. to demand additional security for the fulfillment of the obligations under the Agreement and/or;
  - 12.3.4. With regard to the amounts due from the Customer under the Agreement:
    - 12.3.4.1. to demand premature payment;
    - 12.3.4.2. to recover in the procedure established by law;
    - 12.3.4.3. by debit orders or another way acceptable to the Bank to debit from the Customer's accounts and deposits with the Bank and other credit institutions in any currency;
    - 12.3.4.4. to set off for the Bank's obligations to the Customer;
    - 12.3.4.5. to suspend disbursement from the Customer's accounts or operations with the Customer's securities;
  - 12.3.5. to receive data about the Customer, his accounts and other assets from other persons.

## 13. Management of customer's personal information

- 13.1. The provisions of this section are applicable when the Bank's customers are private individuals. Customer's personal data is any information related with the Customer whose identity is known or may be, directly or indirectly, established using such data as personal number, one or a few features of physical, physiological, psychological, economic, cultural or social nature characteristic of a person.
- 13.2. The Customer agrees that the Bank and other persons selected by the Bank would manage the Customer's personal information, including without limitation his personal number for the following purposes:
  - 13.2.1. Verification of data and information submitted by the Customer to the Bank and required for the conclusion of the Agreement and/or provision of banking services;
  - 13.2.2. Administration of the Agreement and/or services provided by the Bank to the Customer, control over the fulfillment of the Customer's obligations and recording thereof;
  - 13.2.3. Evaluation of the Customer's solvency and debt management – if the Customer is provided with the services which require to evaluate the Customer's solvency;
  - 13.2.4. Direct marketing of services and products of the Bank and/or Bank's group (except the personal number);
  - 13.2.5. Fulfillment of the Bank's duties established in the legal acts;
  - 13.2.6. For other purposes provided for in the legal acts.
- 13.3. The Customer's personal data are kept until expiry of the Agreement with the Customer and for the period set by the Bank after expiry of the Agreement, but to the extent permitted by the laws of the Republic of Lithuania. The duration of keeping the Customer's personal data used for the purposes of direct marketing is established by the Bank.
- 13.4. The Customer also agrees that in case the Bank has not passed a favorable decision on credit approval or provision of other financing services to the Customer the Bank would keep and use for the period set by the Bank the Customer's data (subject to update thereof) for the abovementioned purposes if during the term of data keeping the Customer would repeatedly apply to the Bank for financial services.
- 13.5. For the purposes of evaluation of the Customer's solvency, verification of documents presented by the Customer, debt management and control over the fulfillment of the obligations under the Agreement and recording thereof, administration of the Agreement the Bank is entitled to ask that the third parties, including the public authorities, would provide the Bank with information and data possessed thereby about including without limitation the Customer's accounts, deposits, other assets, financial liabilities and security for the fulfillment of the obligations.
- 13.6. The Customer has the right:
  - 13.6.1. At any time including at the moment of conclusion of the Agreement without any adverse effects on the Customer not to agree to data management for the purpose of direct marketing. The Customer shall inform the Bank about his dissent to data management for the purpose of direct marketing in the form acceptable to the Customer;
  - 13.6.2. In accordance with the laws of the Republic of Lithuania to get familiar with personal information, demand to correct inaccurate, incomplete and incorrect personal information.

13.7. The Bank undertakes to take every adequate measure to ensure Customer's data security.

#### 14. Bank's secret

- 14.1. All data and information known by the Bank about the following are deemed to be the Bank's secret:
- 14.1.1. Accounts held by the Customer with the Bank, balances in these accounts, operations effected by the Customer with funds available in his account, terms and conditions of the Agreements for opening the accounts;
  - 14.1.2. The Customer's debt obligations to the Bank, terms and conditions of the Agreements from which these debt obligations have resulted;
  - 14.1.3. Other financial services provided to the Customer, terms and conditions of the Agreements under which these financial services are provided;
  - 14.1.4. The Customer's financial standing and assets, activity, business plans, debt obligations to other persons or transactions with other persons, the Customer's commercial (manufacturing) or professional secrets.
- 14.2. Information constituting the Bank's secret may be disclosed to the third persons only in the cases established by the laws, these General Rules and/or the Agreement, and/or subject to receipt of the Customer's consent.
- 14.3. The Bank has the right to provide the information constituting the Bank's secret to persons who provide the Bank with the services supplementing financial services rendered by the Bank, provided that the specifics of the provision of such services requires to disclose the information constituting the Bank's secret. In which case the Bank will ensure that such third parties would undertake not to disclose the information constituting the Bank's secret.

#### 15. Confidentiality

- 15.1. Information about negotiations between the Bank and the Customer for the conclusion of the Agreement and/or provision of banking services, contractual conditions and conditions and procedure for the provision of banking services to the Customer, progress of negotiations, information received from the other Party in the course of negotiations as well as in the course of performing under the Agreement is confidential and unavailable publicly without the other Party's consent with the exception of the cases established in the laws of the Republic of Lithuania, the Agreement and the present General Rules.
- 15.2. The Bank has the right to inform the third persons if the Customer fails to fulfill or properly fulfill the obligations stipulated in the Agreement.
- 15.3. The Bank has also the right to provide information about the Customer possessed by the Bank to the companies which are the members of the Bank's group if the Customer applies to the Bank's group companies for purchase of services or products from them.
- 15.4. The Bank has the right to disclose confidential information to persons who provide the Bank with services supplementing financial services rendered by the Bank provided that the specifics of such services requires to disclose confidential information. In which case the Bank will ensure that such third persons would undertake not to disclose confidential information.
- 15.5. Confidential information about the Party is not considered to be information which:
- 15.5.1. was publicly available at the time it was received or became known;
  - 15.5.2. has become publicly available or known not through the fault of the other Party;
  - 15.5.3. has been received from the third person who has received this information without commitment to keep its confidentiality;
  - 15.5.4. cannot be deemed to be confidential in accordance with the laws of the Republic of Lithuania;
  - 15.5.5. is not considered confidential under written statement of the Party who has provided such information.

#### 16. Security for the fulfillment of the Customer's obligations

- 16.1. Funds available in the Customer's accounts opened with the Bank, deposits, securities, other assets receivable from the Bank, including the Customer's rights of claim against the Bank, are considered to be pledged to the Bank as security for the fulfillment of the Customer's obligations to the Bank under any Agreement.

#### 17. Unreasonable enrichment and errors

- 17.1. The Customer must return the Bank any received money amounts, securities and other assets unreasonably received from the Bank. The Bank has the right without special consent of the Customer to debit from the Customer's accounts and deposits any money amounts or securities unreasonably received from the Bank.
- 17.2. If at the time of providing banking services, as a result of an error, the incorrect records have occurred in the Customer's accounts the Bank has the right without special consent of the Customer to correct these records.
- 17.3. The Customer must immediately inform the Bank when it finds out about any money amounts, securities or other assets unreasonably received from the Bank or when it finds out about incorrectly effected operations in the Customer's accounts and/or incorrect records in the Customer's accounts.

#### 18. Term expiry on a non-working day

- 18.1. In case the last day of the term for fulfillment of the Customer's obligations under the Agreement is a non-working day or public holiday the Working Day preceding that non-working day or public holiday is considered to be the expiry day of the term for fulfillment of the Customer's obligation.

#### 19. Set off

- 19.1. The Bank has the right to set off the Bank's claims against the Customer for the Customer's homogenous counterclaims against the Bank. The Bank informs the Customer about such set off.



19.2. The Customer without the Bank's consent has the right subject to prior notification to the Bank to set off the Customer's claims against the Bank for the Bank's counterclaims against the Customer only in case the Customer's claims have been approved by court decision that has been enforced.

#### 20. Liability

- 20.1. The liability of the Parties is established in accordance with the Agreement and/or the laws of the Republic of Lithuania.
- 20.2. The Bank is not liable for the Customer's losses resulted through the Customer's fault and/or from legitimate actions of the Bank.
- 20.3. The Customer understands that certain services of the Bank involve risk features (e.g.: conclusion of deals on money market instruments, foreign currency, securities, financial futures and options, etc.). When making such deals the Customer assumes a possible loss risk and will not have any claims against the Bank for any losses incurred.

#### 21. Force majeure

- 21.1. The Party shall not be held liable for default under the Agreement if it proves that the same has occurred due to circumstances it could not control and reasonably forecast at the moment of conclusion of the Agreement and prevent circumstances or their consequences from arising. The fact that the Party to the Agreement does not have necessary financial resources or the Party's contrahents default on their obligations shall not be considered force majeure.
- 21.2. If any circumstance preventing the performance under the Agreement is temporary then the Party is released from the liability for the period that is reasonable taking into account the impact of that circumstance on the performance under the Agreement.
- 21.3. The defaulting Party must notify the other Party of occurrence of force majeure circumstances and their impact on the performance under the Agreement. If the other Party does not receive this notification within a reasonable period of time during which the defaulting Party found out or had to find out about that circumstance then the latter must indemnify the losses incurred by the other Party due to the absence of such notification.
- 21.4. Existence of force majeure circumstances does not deprive the Bank of its right to terminate the Agreement and/or suspend the performance hereunder, and/or demand premature repayment of all financing amounts granted to the Customer and payment of interest as well as other fees.

#### 22. Investigation of the Customer's claims

- 22.1. The Customer has the right to submit claims against the Bank for the provision of banking services.
- 22.2. The Bank will investigate the Customer's claims within the reasonable period required for investigation of a specific claim.
- 22.3. Upon investigation the Customer's claim the Bank will inform the Customer about results of investigating the Customer's claim.

#### 23. Settlement of disputes

- 23.1. Any disputes arising from the Agreement are settled in accordance with the laws of the Republic of Lithuania and in the courts of the Republic of Lithuania. Notwithstanding the aforementioned provisions the Bank in seeking to protect the infringed interests of the Bank has the right to initiate and conduct cases against the Customer based on the Customer's place of residence, registered office, assets or any part thereof, an affiliate or representative office, including in foreign countries as well.