

Conditions for Execution of International Payment Orders

1. Definitions

- 1.1. The Bank is AB DnB NORD Bankas.
- 1.2. Conditions are present conditions for executing international payment orders.
- 1.3. International Payment Order (hereinafter – the payment order) is a credit order to the Bank initiated by the payer, when funds are transferred to the Beneficiary's account with a credit institution or its Branch located in another state.
- 1.4. Payer is an individual or legal entity who has submitted to the Bank a payment order transfer the Payer's funds to the Beneficiary.
- 1.5. Beneficiary is an individual or legal entity to whom the Payer transfers funds.
- 1.6. Beneficiary's Bank is a credit institution of the Beneficiary's account indicated in the payment order is held with, whereto the Payer's funds are to be credited.
- 1.7. Mediator Bank is a credit institution which is neither the Bank nor the Beneficiary's bank, but participates in executing the payer's order.
- 1.8. Bank Working Day is a day on which the Bank, the Mediator Bank, the Beneficiary's bank perform payment orders.
- 1.9. Member State is a state of the European Union or European Free Trade Association.
- 1.10. Payment Order Acceptance is a moment when the Bank undertakes to execute (accept) the payment order.

2. General provisions

- 2.1. The Bank executes the payment order submitted by the Payer in accordance with the laws of the Republic of Lithuania and other legal acts, these conditions, the bank account agreement concluded between the Payer and the Bank, the pricelist of the Bank, general Bank procedures for service provision.
- 2.2. If any provision of these conditions conflicts with the imperative provisions of the laws, such provision is not applicable and the remaining provisions remain in effect.
- 2.3. The Payment Order, cancellation or correction thereof must be directly submitted to the Bank in writing or, subject to conclusion of the relevant agreement with the Bank, via e-mail or in any other manner set in the relevant agreement.
- 2.4. In executing the Payer's payment order submitted to the Bank, credit institutions and payment systems operating in foreign countries may be liable, in accordance with local laws of that state wherein they carry out their operations, to disclose information on the Payer to the competent public authorities.
- 2.5. Upon submission of the payment order, the payer is liable for the correctness and completeness of the details of the payment order submitted to the Bank.

3. Conditions for execution of the payment order

- 3.1. The Bank accepts the payment orders only on the Bank Working Day.
- 3.2. The Bank undertakes to deliver the regular payment order to the Mediator Bank within 2 (two) Bank Working Days from the day of payment order acceptance, the urgent payment order – on the next Bank Working Day from the day of the payment order acceptance, very urgent – on the day of payment order acceptance. The Mediator Bank transfers the sum of the payment order to the Beneficiary's bank or other Mediator Bank within the terms and procedures set by the Mediator Bank. The Beneficiary's Bank credits the funds received into the Beneficiary's account within the terms and in the procedure established by the Beneficiary's Bank.
- 3.3. The payment order sum is debited by the Bank from the Payer's account on the day of payment order acceptance.
- 3.4. The Bank is not liable for any error caused by the Mediator Bank's and/or Beneficiary's bank's and/or overdue terms of payment order and/or failure to fulfill and/or appropriately fulfill the payment order due to Mediator Bank and/or Beneficiary's bank's fault. Also, the Bank is not liable for overdue the due term for executing payment order if the Payer and/or the Beneficiary are guilty for the overdue.
- 3.5. If the Bank does not perform the payment order within the terms set in item 3.2. thereof, the Bank pays the Payer interest in the amount set by the laws. Interest is calculated on the payment order sum for the period from the Bank Working Day following the expiry term indicated in item 3.2. hereof to the day of the payment order transfer to the Mediator Bank. If the overdue is related with sum portion of the payment order, the Bank pays interest only for the portion which has been transferred with delay.

4. Payment order correction and cancellation

- 4.1. When correcting the payment order, the payment order sum, currency and the Payer's account indicated in the payment order cannot be changed. The payment order can be corrected prior to the Bank's sending the payment order notice to the Beneficiary's Bank or Mediator Bank.
- 4.2. If the funds have already been debited from the Mediator Bank's account and/or the Beneficiary's Bank is sent the payment order notice, the possibility of correction/cancellation depends upon the requirements of the Mediator Bank and the Beneficiary's will. The fee for the payment order fulfillment paid by the Payer is not repaid in any case.
- 4.3. If the Payer submits the payment order cancellation when the payment order notice has not been sent yet to the Mediator Bank, the payment order sum and the Bank fees for the payment order execution are credited to the Payer's account and the fee for the payment order cancellation is debited from the Payer's account(s) with the Bank.

5. Fees

- 5.1. Fees for executing the payment order, correction, cancellation, inquiry, confirmation thereof and other services provided and transactions performed by the Bank are paid to the Bank in the amounts set in the pricelist of the Bank. The Payer confirms that he is aware of the pricelist of the Bank.
- 5.2. In the payment order, the Payer must indicate who is to pay the Bank's and the Mediators Banks' fees related to the payment order execution:
 - The payer (OUR);
 - Both the payer and the Beneficiary (SHA);
 - The Beneficiary (BEN).
- 5.3. The sums related to the payment order execution shall be debited from the Payer's account in the Bank.
- 5.4. If the payment order sum is repaid due to the reasons beyond the Bank's control (inaccurate details of the payment order, the Beneficiary's account is closed, etc.), the repayable sum is credited to the Payer's account, the fees paid by the Payer are not funded, the accrued interest on overdue term for the payment order execution is not paid, and the expenses related to repayment of funds are debited from the Payer's account.

6. Peculiarities of money transfer to Member States

- 6.1. Provisions of this chapter are applicable to execution of payment orders in the national currencies of the Member States or in euro, when the equivalent sums do not exceed EUR 50000 and the payment orders are made in order to transfer funds to the Beneficiary to the Beneficiary's Bank in other Member State. The provisions of this chapter are not applicable if the payment order is submitted by the credit institution, insurance company, investment company or the financial brokerage company.
- 6.2. When executing the payment orders indicated in item 6.1., the Bank meets the requirements established in articles 1-5 hereof, unless otherwise stated in items 6.3.-6.5. of this article.
- 6.3. The Bank undertakes to transfer the sum of the regular payment order to the Beneficiary's bank within 5 (five) Bank Working Days from the day of payment order accepting by the Bank.
- 6.4. If the payment order is not executed within the term set in item 6.3. hereof, the Payer is entitled to request the Bank within 14 (fourteen) days from the day of the Payer's request submission in writing (if the payment order has not been executed during this period) to credit his account with the following:
 - The payment order sum in the currency of the payment, the equivalent whereof
 - does not exceed EUR 12500;
 - Interest on the payment order sum accrued for the period from the day of payment order acceptance until the day of the Payer's account crediting;
 - The fee for the payment order executing paid by the Payer.
- 6.5. The item 6.4. hereof is not applicable if the payment order has not been executed due to error or incomplete details of the payment order or, if the payment order has not been executed by the Mediator Bank chosen by the payer or the Mediator Bank chosen by the Beneficiary's bank.

7. Instructions for filling in the payment order

- 7.1. The payment order submitted directly to the Bank must be filled in by printing device or in handwriting in capital Latin letters.
- 7.2. The payer must select one type of the payment order: "Regular", "Urgent", "Very urgent". In case of failure to indicate, the payment order is considered "Regular".
- 7.3. Literal currency code in accordance with ISO standards is indicated in the field "Currency code":

AUD – Australia dollars	JPY – Japan yen
BYR – Belarus rubles	LVL – Latvia lati
CAD – Canada dollars	NOK – Norway krone
CHF – Switzerland francs	PLN – Poland zlotych
CZK – Czech Republic koruny	RUB – Russia rubles
DKK – Denmark kroner	SEK – Sweden kronor
EUR – Euro	SKK – Slovakia koruny
EEK – Estonia krooni	AH – Ukraine hryvnia
GBP – United Kingdom pounds	USD – USA dollars
HUF – Hungary forint	

- 7.4. In the field "Bank fees paid by" it is indicated who is to pay the Bank's, Mediators Banks' fees related with the payment order:

- "Payer", the Payer pays the Bank, Mediators Banks and Beneficiary bank's fees that are debited from the payer's account subject to the requirements sent by the Mediators Banks and Beneficiary's banks;
- Both "the Payer and the Beneficiary", the Payer pays only the fees charged by the Bank and the Beneficiary pays the fees of the Mediators Banks and Beneficiary's bank;
- "Beneficiary", the Beneficiary pays the Bank, Mediators Banks and Beneficiary bank's fees that are debited from the transferable sum indicated in the payment order.

If the Payer has marked none of the box in the field "Bank fees paid by", the box "the Payer and the Beneficiary" is considered to be marked.

- 7.5. The payment order submitted to the Bank must be undersigned by the Payer or the authorized persons thereof. In case the international payment order is submitted by a legal entity, only the persons indicated the specimen signature and seal card presented to the Bank and certified by seal, if the specimen seal is available in the specimen signature and seal card presented to the Bank, may sign.

8. Other conditions

- 8.1. In addition to the terms and conditions of the Agreement, the relations between the Parties shall be also subject to the General Rules on the Provision of Services of the Bank. The Payer confirms that he has read and agrees to accept the General Rules on the Provision of Services of the Bank. The General Rules on the Provision of Services of the Bank with any further amendments and supplements thereto are made available to the public on the Bank's Internet website www.dnb nord.lt