GENERAL SERVICE RULES OF ŠIAULIŲ BANKAS

General Service Rules of Šiaulių Bankas effective version since 01/08/2018

I. DEFINITIONS USED IN THE RULES

The terms used in the General Rules are understood as they are defined in this section, unless a different meaning arises from the context of the General Rules. Other terms used and capitalized in the General rules shall be understood as they are regulated by the Payment Rules.

1.1. *Personal Data Protection Rules* – the rules approved by the Bank regarding processing of personal data at the Bank, which are an integral part of all services provided by the Bank and which are not signed with the Client, however, are available for the Client on the Bank's website or in the Bank's customer service points.

1.2. Bank - Limited Liability Public Company Šiaulių bankas, company code 112025254, registered address: Tilžės 149, LT-76348, Šiauliai, Lithuania. Bank's e-mail address: <u>info@sb.lt</u>, Bank's contact centre 1813 (+370 37 301 337 when calling from aborad). The Bank holds banking licence No 7 issued by the Bank of Lithuania, which gives the right to provide all licensed financial services. The Bank is registered in the Legal Entities Registry of the Republic of Lithuania. The Bank's definition includes all the Bank's Client service units.

1.3. Bank group companies - they are the companies that directly or indirectly control the Bank, as well as other companies directly or indirectly controlled by the first, also the companies that are directly or indirectly controlled by the Bank.

1.4. Bank website - the Bank's website at www.sb.lt.

1.5. Banking services - financial and/or other services provided by the Bank to the Client, which the Bank may provide in accordance with Lithuanian laws, regulations, the Bank's statutes and contracts.

1.6. *General Rules* - these General Services Rules of Šiaulių Bankas, which are not signed with the Client and are available on the website of the Bank or in the Bank's customer service points.

1.7. Business day shall mean a calendar day excluding days off (Saturdays and Sundays) and public holidays foreseen by the legal acts. Banking day shall be the date and time, as the term is regulated in the Payment Rules.

1.8. Electronic channels - the internet banking systems ,Bank's mobile application Šiaulių Bankas, SMS Bankas, self-service system for conclusion of the Bank's agreements, on-line securities trading electronic system or other electronic Bank service providing or third party channels enabling the Client to make transactions, give the payment orders, exchange information with the Bank and use other Bank's services provided by means of telecommunication.

1.9. Client - natural person or legal entity who uses or has expressed a desire to use the Bank's services. In the Agreements, Service Providing Conditions, Service Fees or other documents Clients can be referred to as private Clients, business Clients, credit recipients, recipients of services or by other names.

1.10. *Payment rules* - General Payment Service Rules of Šiaulių Bankas which are not signed with the Client and are available for the Client on the Bank's website or in the Bank's customer service points.

1.11. Service Providing Conditions - general conditions of specific banking service providing or product sales which are not signed with the Client and which are available on the website of the Bank or in the Bank's Client service offices. Service Providing Conditions (if any) are an integral part of the Agreement.

1.12. Client-related persons: persons directly or indirectly controlling the Client (legal entity), directly or indirectly controlled by Client (legal entity), directly or indirectly controlled by the Client (legal entity) controlling persons.

1.13. Agreement - the agreement entered into by the Bank and the Client for specific banking services providing or products sales to Client, identifying specific service / product sales conditions, which include the General Rules, Personal Data Protection Rules, Payment Rules, Service Fees (regardless of whether it is found in a specific Agreement or Client contacts only for a single service provision), may also be Service Providing Conditions, if they are an integral part of the relevant Agreement, as well as any other transaction, on the basis of which the Bank and the Client has created, altered or ended relationships.

1.14. Parties - the Bank and the Client.

1.15. Identity verification measures - Client's or his representative's signature, electronic signature (mobile or stationary signature), personal identification (confirmation) number (PIN generator code) given (issued) to the Client or other measures (passwords, codes, keys, etc.) which in the manner agreed to by the Bank and the Client are used to confirm the identity of the Client or its representative and to authorize payment transactions, as it is provided for in the Payment Rules.

1.16. Service Feesthe Bank-approved rates for the Bank's services and operations, which are accessible on the website of the Bank or in the Bank's Client service offices. In the separate bank service Agreements Service Fees are also known as Standard Rates or Pricelist, and if the Bank and the Client in the Agreement or on a separate both verbal and written arrangement, agree on a contractual fee, such rates are also called Contractual Fees. Concept of Service Fees used in these General Rules includes Standard Rates, Pricelist and Contractual Rates

II. INTERPRETATION OF RULES AND APPLICATION SCOPE

2.1. General Rules, Personal Data Protection Rules, Payment Rules, Service Fess and/or the Service Providing Conditions are unilaterally determined by the Bank.

2.2. General Rules establish the general procedure of Bank's service providing to Clients, their representatives, irrespective of whether the Client uses the Bank's service under an Agreement concluded with the Bank, or under Service Providing Conditions, or Client wishes an



occasional service, which shall not require entering into agreement with the Bank.

2.3. General Rules apply to all business relations with Clients and their representatives, regardless of what services the Client uses, both arising before and ongoing or having arisen after entry into force of the General Rules.

2.4. General Rules, including any amendments thereto, are an integral part of the Agreement entered into by the Bank and the Client for a specific service / product delivery (whether it is specified in a particular Agreement or not) and should be read and interpreted in conjunction with that Agreement, depending on the context, and evaluating their integrity and goals.

2.5. In addition to the General Rules, the Bank servicesrelated relationship between the Bank and the Client are also regulated by legislation of the Republic of Lithuania and the European Union, Agreements, Service Providing Conditions, as well as prudence, justice and fairness principles.

2.6. The Client or his/her representative must familiarize with the provisions of the *General Rules, Personal Data Protection Rules,* Payment Rules, Service Providing Conditions and *Service* Fees before entering into the Agreement or before starting to use the services of the Bank on the Bank's website and/or in the Bank's Client service offices. At request of Client, Client's representative, the Bank issues a copy of *General Rules, Personal Data Protection Rules,* Payment Rules and/or specific *Service Providing Conditions*.

2.7. In case of discrepancy between the *General Rules* or *Payment Rules* and *Service Providing Conditions, Service Providing Conditions* prevail. In case of discrepancy between the Agreement and the *General Rules, Payment Rules* or *Service Providing Conditions, Agreement conditions are applicable.* In case of discrepancy between the rates in the Agreement and *Service* Fees, Agreement rates are applicable.

2.8. If any term of the General Rules, *Personal Data Protection Rules*, Payment Rules, Service Providing Conditions, Service Fees or Agreement contradicts to imperative provisions of the legislation, such a condition is not applicable to the relationship between the Parties, or the Bank unilaterally starts applying the conditions consistent with the imperative legal provisions, and all the rest provisions of the General Rules, *Personal Data Protection Rules, Payments Rules, Service Providing Conditions* and *Service Fees* or the Agreement shall remain in force.

2.9. General Rules Payment Rules, Personal Data Protection Rules, Service Providing Conditions, Service Fees, Agreements are entered into and published in Lithuanian language and on the Client's request and with the consent of the Bank, the Bank may provide the Client those documents in other languages acceptable to the Bank. The Bank has the right to require the Client to reimburse translation costs of the General Rules, Personal Data Protection Rules, Payment Rules, Service Providing Conditions, Service Fees or Agreement into a foreign language. If texts of the General Rules, Payment Rules, the Service Providing Conditions or the Agreement, Service Fees are written in different languages, i.e. in Lithuanian and in foreign languages and objections arise on understanding

and interpretation of the texts in different languages, the Parties shall be guided by the Lithuanian text.

2.10. Terms of the General Rules, Personal Data Protection Rules, Payment Rules, Service Providing Conditions, Service Fees, Agreements apply equally to both the Client and the Client-representing legal representative.

III. MODIFICATION OF THE TERMS OF GENERAL RULES, PAYMENT RULES, SERVICE PROVIDING CONDITIONS, SERVICE FEES, AGREEMENTS

3.1. The Bank has the right, through procedure set in these Rules, to unilaterally change the General Rules, Personal Data Protection Rules, Payment Rules, Agreements, Service Fees and/or Service Providing Conditions.

3.2. The Bank has the right for valid reasons (for replacement, upgrading or renewal of the software / information systems or hardware used by the Bank, restructuring organization of work processes, changes in Mastercard association's requirements, functionality changes of the services provided by the Bank, legislative changes or adoption of new legislation or due to other valid reasons) to unilaterally change the terms of the Agreement, the General Rules, Payment Rules and Service Providing Conditions. The Bank shall inform the Client in advance, no later than sixty (60) calendar days (unless the Agreement or Service Providing Conditions provide other information term or there are the conditions provided for in par. 3.4 and 12.2 of the General Rules) before the effective date, as it is set forth in these rules or the Agreement.

3.3. The bank also has the right to unilaterally change at any time the Service Fees. About such changes, which worsen the Client's position (e.g., current rate is increased) the Bank, through procedures provided for in these rules, shall inform the Client (natural person) no later than sixty (60) calendar days, the Client (legal entity) at least thirty (30) calendar days before the effective date. If the respective Service Providing Conditions provide different change and information procedures for Service Fees, applicable for the services related with relevant Service Providing Conditions, the mentioned Service Providing Conditions shall be followed by the Bank. Setting of new Service Fees for new banking services or new interest rates for deposits placed with the Bank, content clarification of valid rate contents is not considered worsening the Client's situation: these rates are effective from the date specified in the Bank's report.

3.4. In case when changes of the General Rules, Personal Data Protection Rules, Payment Rules, Agreements, Service Fees, the Service Providing Conditions are improving conditions for Clients (reduced rates, improved quality of services, increased security measures, the Bank is obliged to update the information according to the legislation requirements, etc.) or changes do not worsen Client's situation, such changes of the General Rules, Personal Data Protection Rules, Payment Rules, Agreements, Service Fees, the Service Providing Conditions will take effect after their publication on the Bank's website, via Electronic channels or from the date specified in the notification to Client.



3.5. Information about the replaced General Rules, Payment Rules, Agreements, Service Fees, Service Providing Conditions is made public on the Bank's website also, delivered to the Client in person via specified contact details Electronic channels used by the Client. Public or personally to the Client delivered notice is considered appropriate (written) information of the Client on unilateral change of the General Rules, the Payment Rules, Agreements, Service Fees, the Service Providing Conditions. Changes are binding to the Client and apply to all Agreements between the Bank and the Client.

3.6. After public announcement or personally delivered notice of changes of the General Rules, the Payment Rules, Agreements, Service Fees, the Service Providing Conditions worsening Client's situation, the Client has the right to immediately terminate the Agreement, which is directly related to such changes. It is considered that the Client has agreed to the changes, and undertakes to comply with them, if he/she before the effective date, does not notify the Bank that he/she does not accept them. If the Client reports his disagreement with the amendments directly relating with the Agreement, the Client has the right to terminate the Agreement before the date on which the changes will be introduced. On termination of the Agreement the Client must immediately inform the Bank in writing or otherwise, as agreed between the Bank and the Client. Termination of the Agreement in the case provided for in this paragraph does not relieve the Client from proper execution of all of his/her obligations to the Bank arising prior to the date of termination. If the Client does not use the right to terminate the Agreement before the changes come into force, it is considered that the Client agrees with the changes in the General Rules, the Payment Rules, Agreements, Service Fees, the Service Providing Conditions.

IV. IDENTIFICATION OF CLIENT AND HIS/HER REPRESENTATIVE

4.1. Before concluding an Agreement with the Client or providing Clients with banking services, the Bank determines identity of the Client and/or his/her representative through procedure provided for in these rules and the applicable legislation.

4.2. The Bank identifies Client and/or his/her representative as follows:

4.2.1. Natural person is identified according to the following Client-submitted valid identity documents: identity card, passport, legal residence permit in the European Economic Area State (temporarily or permanently) (together with the permit, passport or identity card shall be submitted). If Client's or his representative's name, surname is changed, the Bank has the right to demand that the Client (or his/her representative) submitted the Bank the supporting documentation (e.g. marriage certificate);

4.2.2 In the case of legal entity: according to its founding documents, registration certificate and/or extract from Legal Entities Registry (original or notarized copy / transcript), stating the legal entity's name, registered office address, legal entity code and other legal entity identification data and/or documents;

4.2.3. It he case when Client by phone or e-mail requests information about his/her Account and funds in it or payment transactions, Agreements entered into, services received or intended to receive: according to the Client's personal identification data in the respective service agreement, Agreement details, identity validation tools given to the Client or by other data known for the both Parties;

4.2.4. In the case Client uses Electronic channels or Payment tools: his/her identity is established and Client's payment orders are approved according to the identity verification measures issued to the Client or known exclusively by the Bank and the Client. Thus, the approved documents or payment orders by their legal power are equivalent to the documents signed by the Client.

4.3. Client's representative, having legitimate basis, can enter into Agreements on Client's behalf, dispose the Client-owned funds, other assets, as well as use other Bank services, who must submit to the Bank the Client's representative powers, and its identification documents (original), which must comply with the laws of the Republic of Lithuania and other statutory requirements applied for the form and content of such documents. The Bank accepts only those Client representative powers supporting documents, which clearly and unambiguously identify the Client, the Client's representative and Client representative powers (power capacity). The Bank has the right to refuse to accept the documents which do not comply with the conditions listed above.

The Client (legal entity) carries out all the actions in 4.4. the Bank through his head or through other duly authorized representatives specified in the Client-approved signature and stamp sample cards or the appropriate service Agreements (e.g.: Internet banking contract). Head of the Client (legal entity), or its duly authorized person, by submitting the signature and stamp sample card, or specifying the individuals in the particular service Agreements, at the same time confirms to the Bank that the persons in the signature and stamp sample card or Agreement have adequate powers on behalf of the Client to provide the Bank Payment instructions, to dispose funds of Client's (legal entity) Bank accounts, to get information on the transactions in the account and on behalf of the Client to perform other actions shown in the specimen card or Agreement.

4.5. It is presumed that Client's representative(s) make the Agreement or other, for example, obligations security agreements with the Bank or initiate payment transaction possessing the Client's, or if the Client is legal entity, its governing bodies', public authorities' or others persons' permits, consents, authorizations to make the Agreement and obligations security agreements, to carry out payment operations, and acts within the powers conferred and that entering into the Agreement, payment transactions being carried out are in compliance with the requirements of the laws, Client's statutes, other founding documents, the management bodies' regulations and other governing bodies' regulations and normative acts regulations, Client's obligations under the contracts with the third parties. Client's representative shall be held liable to the Bank, if the Agreement or the payment transaction will be challenged on the grounds that it was made / carried out in violation of



the Client's governing bodies competence, beyond the powers conferred or is in contrary to the Client's goals.

4.6. If on behalf of the Client the bank transaction is initiated by Client's representative, the Bank has the right to communicate with the Client in order to obtain Client's approval for a Client representative-initiated operation if the Bank believes that such confirmation is necessary in order to protect the Client's and the Bank's interests (e.g., a large amount of funds transfer is initiated etc.). If the Bank fails to contact the Client and receive the approval of the Client, The Bank shall be entitled not perform the Client's representative-initiated operation.

The bank, in order to protect the legitimate Client's 4.7. and Bank's interests, shall be entitled to require the Client to take action (make Agreement, present payment order, take the identity verification measures intended for the Client, or use the Bank's services) personally, rather than through a representative, and if the Client is legal entity, that such actions were carried out by head of the Client (legal entity). Such requirement of the Bank can be raised for important reasons such as the Bank has conflicting information about Client's representative or his intentions, Client's representative's behaviour raises reasonable doubt for Bank employees as to the proper agency, the Bank does not have means of checking the documents of representation or there is a suspicion on their authenticity and validity, as well as in other cases, for example, in order to make sure that the Client is properly registered and/or legally acting (if the Client is a legal entity) and so on.

4.8. The Bank has the right, using the legal means, to verify identity of the Client and/or his/her representative, and during the period of checking of authenticity of the Client's representatives empowerment and identity documents, to temporarily not execute the Client and/or his/her representative-initiated operations and not to provide the requested services of the Bank.

4.9. The Client must inform the Bank of the Client's representative empowerments change, cancellation or termination on other grounds, regardless of the fact that the Client has disclosed this information to the public registers. Before providing of such information to the Bank, it is considered that the Client's representative empowerments possessed by the Bank are appropriate and valid unless the Bank knew or should have known about change or termination of the empowerments.

4.10. In case of suspicion of the person entitled on the Client's behalf to make transactions or to dispose the Client's account, or of authenticity of the documents submitted to the Bank, as well as in other cases, in order to make sure that the Client is properly registered and legally operating (if the Client is a legal entity), the Bank has the right to require the Client to provide the Bank with the documents evidencing the right of the representative on behalf of the Client to make transactions or to dispose cash funds in the Client's account or Client's activities legitimacy.

4.11. If the Bank, using the identity verification means used by the Client, determines that the Client is applying to the Bank, it shall be considered that the Bank received payment instruction from the Client or Agreement has been concluded with the Client, unless the Client proves the contrary, and, if the Bank does not prove that identity

verification measures were used by the person having no such right on the Client's fault.

4.12. The Bank, before starting a business relationship with the Client, is obliged to determine the identity of the beneficiary and is entitled to require the Client to provide documents which make it possible to verify the information on the beneficiary, as required by law.

REQUIREMENTS FOR THE DOCUMENTS SUBMITTED TO THE BANK

5.1. If the Bank does not specify otherwise, the Client, when concluding, executing and terminating the Agreement must provide the Bank the original documents or notarized copies of documents required by the Bank.

5.2. The Bank assumes that the Client-submitted documents are authentic, true, valid and correct. If the Bank has reasonable doubts about the Client-submitted documents' authenticity or accuracy (e.g. Client submits to the Bank documents not complying with the legislation and/or the Bank's requirements), the Bank has the right not to execute Client-submitted requests / instructions and/or require the Client to provide additional documents.

5.3. The Bank has the right to make copies from the Client-submitted original documents or notarized copies of documents and keep them in the Bank for purposes of execution of concluded Agreements, provided services or performed Payment transactions.

5.4. If the documents submitted to the Bank are issued abroad, the Bank has the right to demand that they were approved by the Apostille or legalized according to the laws, except in cases where the international treaties concluded by the Republic of Lithuania and the respective foreign country provide otherwise.

The documents submitted to the Bank must be 5.5. drawn up in Lithuanian and/or other language specified by the Bank. If the submitted documents are drafted in a foreign language, the Bank has the right to demand that they were translated into Lithuanian and/or another Bankspecified language. Translator's signature on the translation should be confirmed by stamp of translation bureau or notary public of the Republic of Lithuania, if the translation is performed in Lithuania by translator natural person. If the translation was done by foreign translation agency or foreign translator natural person, the translation must be notarized and the notary's signature, respectively, legalized or have Apostille, unless the foreign country whose notary confirmed the translation and Lithuania have signed legal assistance and legal relations in civil family and criminal cases treaty in which the parties agreed on the conditions for the legalization of documents. The Bank, having received the Client's documents drawn up in a foreign language, has the right to organize their translation into the Lithuanian language and the Client must reimburse the Bank for the Bank-incurred costs.

5.6. All the costs of preparation, delivery, validation and translation of the documents submitted to the Bank by the Client rest with the Client.

5.7. In the cases specified by the Bank, the documents submitted by the Client must be prepared and signed as standard forms set by the Bank.



5.8. In the cases provided for in the legal acts, the Bank has the right to check the documentation provided by the Client, using publicly available information sources (registers), as well as reliable and independent non-public sources of information, and other legal means, i.e. the Bank has the right to address other people, as well as public authorities, with a request to provide information in their possession about authenticity of the documents submitted to the Bank and their content and has the right not to execute instructions of the Client or its representatives during the document review period.

The Bank, following the principle "Know Your 5.9. Customer" has the right to require the Client to provide documents and/or information confirming the legality of the origin and source of the funds in the Client's accounts as well as other assets, aim of the Client's business relationship with the Bank and intended nature and/or other documents and information, as far as it is necessary for the Bank to properly carry out money laundering and/or terrorist financing prevention regulations and/or other legal requirements. If the Client does not submit the necessary documents and/or information, or provides incorrect or insufficient information, the Bank has the right to refuse to enter into the Agreement with the Client, to execute the Client's requests, payment orders or to provide banking services, or to stop execution of payment order and in the cases provided for in the laws and these General Rules, to terminate business relationship with the Client.

VI. SIGNING THE DOCUMENTS

6.1. Agreements being entered into on Client's behalf, submitted requests, payment orders and other documents submitted by the client in Bank's client service outlets must be signed by the Client or his/her representative, and if the Client is a legal entity, confirmed with the seal as well if the Client (legal entity) must have the seal. The Bank does not accept and does not provide Client the service, if the documents submitted to the Bank are signed with already formed signature – seal.

6.2. The Bank has the right to demand that the Client or his/her representative signed the documents in the Bank with presence of Bank employee. In the event that the documents are signed not in the premises of the Bank, the Bank has the right to demand that the Client's or his/her representative's signature on the document was notarized.

6.3. If Client uses Electronic channels and/or means of payment, the documents, submitted to the Bank signed by the Client – requests, proposals, Agreements, payment orders and miscellaneous documents – must be approved by Client identity verification measures as it is provided for in the Agreement and/or Service Providing Conditions.

6.4. The Client has the right to conclude Agreements with the Bank or to submit requests, applications and documents to the Bank by signing them with electronic signature, if it is possible for the Bank to identify such a Client properly and the Bank agrees to such a way of signature.

6.5. Documents and payment instructions approved with such identity verification measures shall be deemed having the same legal effect as hand-signed and, in the

case of legal entities, also stamped Client's documents and are permissible as evidence in deciding the disputes of the Bank and the Client before courts and other institutions.

VII. ENTERING INTO, MODIFICATION AND TERMINATION OF THE AGREEMENT

7.1. In view of the generally recognized principle of freedom of contract, the Bank has the right to choose the parties to enter into Agreements or to refuse entering, unless the applicable law provides otherwise.

7.2. The Bank provides banking services to the Client, when the Bank and the Client have concluded an Agreement on specific banking services (if such an agreement is necessary). Agreements are to be made in the Bank's branches or through Electronic channels, if the Bank has given the opportunity to make some kind of Agreement in such way. Form and the content of the Agreement are determined by the Bank.

7.3. The Bank has the right to deny service to the Client, to suspend Bank services, amend the service provision order and terms (including applicable Service Fees), to carry out strengthened monitoring of the Client or unilaterally, without going to court to terminate the Agreement if the Client or the Client-related parties:

7.3.1. In the documents submitted to the Bank, on the basis of which the Bank has decided to make the Agreement, during the Agreement and/or banking services using period indicated false, incomplete information or did not submit all of the reasonably required by the Bank documents or data or refuses to produce them, including the changes to the information indicated in the Agreement and/or the documents submitted to the Bank;

7.3.2. On Bank's request, do not provide data on their financial situation, if such data is necessary for the Bank to make a decision on grant of financing, assessment of Client's solvency or risk of obligation execution, management of the debt to the Bank or any other Bank services;

7.3.3. On Bank's request, did not provide sufficient data and/or documents needed to identify the person, or the provided documents and/or data do not comply with the legislation and/or the requirements of the Bank;

7.3.4. Did not provide sufficient evidence and/or documents to prove their funds or other assets acquiring legitimate grounds and/or origin or there are other circumstances, allowing to presume that the person is involved in money laundering and/or terrorist financing;

7.3.5. Are in violation of their obligations under the agreements concluded with the Bank and other individuals and/or other creditors belonging to the Bank Group;

7.3.6. Are in violation of their obligations under the agreements concluded with the Bank and other individuals and/or other creditors belonging to the Bank Group;

7.3.7. Have been prosecuted or convicted for economic crimes or misdemeanours;

7.3.8. Fail to notify the Bank or on the day of entering into Agreement conceal circumstances that may adversely affect proper execution of Client's obligations to the Bank, for example, about the initiated or intended to initiate bankruptcy and/or restructuring proceedings towards the Client, Client creditors-initiated debt collection process



from the Client, about substantially deteriorating Client's financial status, Client's insolvency, about the cases instituted or intended to institute in the court or arbitrage against the Client where the decision could have a negative impact on the Client's financial position and business or the Client's ability to properly carry out its obligations under the Agreement etc.;

7.3.9. According to the information known to the Bank are associated with, or have been associated in the past with the organized crime revenue sources (e.g. drugs or other goods smuggling, illegal arm or human body organ trade, sales of prostitution services, international money transfers without the necessary authorization, illegal banking, lottery, betting, casino organization without licences of the competent state authority, and so on);

7.3.10. Are included in the list of persons who are suspected in local or international terrorism, terrorist financing and/or who for other reasons are subject to the sanctions of European Union and/or other countries;

7.3.11. Are the persons who are entrusted with prominent public functions in countries where corruption index (CPI) is 0 to 5, or such persons' family members or close associates (that is politically exposed persons);

7.3.12. Sell or mediate in the trade of crypto-currencies (e.g. Bitcoins, Ethereum, Monero, etc.);

7.3.13. At the Bank's best knowledge are unreliable and/or their reputation is unacceptable to the Bank;

7.3.14. Violated the provisions of Money Laundering and Terrorist Financing Act of LR or the General Rules, paragraph 5.9, which provides the basis to terminate the business relationship;

7.3.15. Is in a serious breach of other Agreements or arrangements (either verbal or written) concluded with Bank which led to becoming not loyal to or arising threat (risk) to the Bank's reputation, stability, finances and etc. (not applicable to Clients who are users);

7.3.16. In the cases provided for in the legal acts, Agreement, Service Provision Conditions;

7.3.17. If there are other important reasons not specified in this paragraph, if the Bank recognizes the importance of those reasons.

7.4. The Bank can deem as important reasons the other facts unmentioned in the General Rules, paragraph 7.3, if they allow making a reasonable assumption that in the case the Bank enters into the Agreement, other legitimate interests of the Bank, correspondent banks, Clients or the public interests and/or other legislation would be violated.

7.5. It is considered that the Bank refuses to conclude the Agreement with the Client, when the Bank informs the Client about it, or when such an Agreement is not made with the Client within thirty (30) days from receipt of Client's request in the Bank if otherwise prescribed by the legislation.

7.6. The Bank makes Agreements with Clients in the Lithuanian state language, except when the Bank and the Client agree otherwise. If the Agreement is made in other than the Lithuanian state language, all costs related to the translation of the Agreement into a foreign language are reimbursed by the Client, unless the Parties agree otherwise.

7.7. The Agreement made by the Bank and the Client shall enter into effect on the date on which it is signed by all

the parties, unless the Agreement provides otherwise. Appendices to the Agreement and its amendments are an integral part of the Agreement.

7.8. If the Agreement provides nothing else, the Agreement is made in as many copies as there are Parties, each Party shall have one copy. All copies have equal legal power.

7.9. Terms of the Agreement can be amended by written arrangement between the Parties, with the exception of the cases provided for in the General Rules, the Payment Rules or the applicable Agreement and Service Providing Conditions when the Bank has the right to unilaterally change the Agreement.

7.10. Client's offer or request to change the Agreement or the Service Providing Conditions is not binding to the Bank and has no legal effect until there is no signed document for amendment of the Agreement or the Service Providing Conditions.

7.11. The Bank may, no later than sixty (60) calendar days before, and in exceptional cases on a the shorter term, having informed the Clients in the way provided for in these rules to stop the Bank's services or change their provision procedure or terminate the Bank's services, including such service Agreements (e.g. the Bank no longer accepts deposits in a particular currency, has stopped using online banking, no longer issues certain types of payment cards, due to the reasons not under the Bank's control no longer provides / can provide services and so on) if suspension, modification or cancellation of Bank's services is caused by development or repairs of software or hardware used by the Bank and other work tools, fault resolution, maintenance, installation of new versions of the software Bank services, improvement of procedures, or restructuring, termination of the Bank's services, due to termination/end of the Bank's agreements with the third parties (e.g. with correspondent banks), upon receiving contradictory information about the Client, changes in legal requirements, and so on.

7.12. The Client has the right to terminate the Agreement or cancel the service (e.g. to refuse from ordered payment cards, not to extend the automatic deposit, etc.) with the Bank in the cases and through procedures provided for in the legal acts, Agreement, Service Providing Conditions and these General Rules. After termination of the Agreement or refusal of the service the Client remains obliged to fully settle with the Bank and fully implement liabilities under the Agreement or services rendered, i.e. pay all Bank-required fees, financing amounts, penalties, interest, or expenses incurred. The Client shall inform the Bank about such unilateral termination of the Agreement in writing or in any other manner agreed with the Bank.

7.13. Agreements may be amended or terminated via Electronic channels, if the Client has such an opportunity, regardless of whether the Agreement was made through Electronic channels or in the Bank's Client service offices.

7.14. The Client does not have the right to transfer its obligations towards the Bank under the Agreements to the Third party without prior written consent of the Bank.

7.15. The Bank has the right to transfer all rights and obligations under the Agreement to another bank, financial institution or a Third party, which, according to the applicable law, has the right to provide, take over, invest in



this type of service, provided that for the Client due to such disposal there are no additional payment obligations, no increase in the amounts due under the Agreement, and no new commitments.

VIII. FULFILLMENT OF OBLIGATIONS, RESPONSIBILITY, OTHER CONDITIONS

8.1. The Bank and the Client in their mutual relations are guided by fairness, reasonableness and honesty principles and properly execute the obligations assumed towards each other.

8.2. The Client, or the Client-related individuals, must carry out all the Agreements concluded with Bank, Service Providing Conditions and Payment Rules before their expiration and/or execution of all of the obligations under the Agreements.

8.3. For using of the Bank services the Bank has the right to receive and the Client is obliged to pay to the Bank the Bank fees, interest and other Payments set in the Service Fees and/or the Agreement and/or Service Providing Conditions.

8.4. If no Service Fee is applied for specific banking services or there is no particular rate in the Service Fees, its size is determined by a separate arrangement between the Client and the Bank and is called Contractual Fee.

8.5 Along with payment of the fees provided for in the Service Fees and/or Agreements and/or Service Providing Conditions, the Client must also return, within the contractual period, the funding amounts received from the Bank as well as to cover other Bank services-related costs (e.g. notarial fees for notarial actions, Client's obligation fulfilment ensuring Agreement making and registration costs, custody and administration costs of Client's pledged property, litigation costs, property valuation costs, document copy costs, certificate preparation costs, insurance premiums, fees (costs) for receipt of information from the third parties, foreign bank fees, postal and telecommunication charges, etc.). If these costs are borne by the Bank, the Client, within the term given by the Bank must compensate the Bank for the Bank-incurred costs.

8.6. If the last day of Client's obligation under the Agreement, Service Providing Conditions, Payment Rules is not a Business Day, the obligation maturity date shall be considered the next Working day after the non-working day, if the Agreement, Service Providing Conditions, Payment Rules provide nothing otherwise.

8.7. Responsibility of the parties for default or improper fulfilment of the obligations shall be determined in accordance with the Agreement and/or the laws of the Republic of Lithuania.

8.8. The Bank shall not be liable:

8.8.1. For Client's losses caused by the fault of the Client and/or the legitimate actions of the Bank;

8.8.2. For the mistakes of the third parties, for example correspondent banks, or other third parties that may prevent from or delay fulfilment of obligations;

8.8.3. For the Payers' and Payees' mutual claims and does not deal with them, if there is no fault of the Bank;

8.8.4. For criminal or other illegal actions of Third parties, through which the Client or another person is caused damage;

8.8.5. For Client's losses due to Client account blocking (on instruction of the Client or the third party or on Bank's initiative restricted Client's rights to perform all or part of the transactions in the Account);

8.8.6. For Client's losses due to exchange rate changes, Client-belonging equities price change and/or other Client assets investment risk. The Client, before taking investment decisions must carefully review all of the information about the investment objects, descriptions of investment directions to be selected, applicable fees and other conditions, and to assess whether the assumed risk is acceptable;

8.8.7. For Client's losses if such losses are the result of failure to execute Client's duties according to paragraphs 9.4, 9.17 of the General Rules.

8.9. The Bank shall only be liable for the Client's direct damages as a result of the Bank's fault.

8.10. The Client is responsible for all Bank's losses due to the false information submitted to the Bank, invalid documents, false Payment orders and/or failure to fulfil its obligations under the Agreement.

8.11. The Bank shall not be liable for non-fulfilment or improper fulfilment of its obligations under the Agreements, if there is / or continues some market destabilization event, which means that there are / or continue circumstances which have a significant impact on the inter-bank market, for example, a) on the day of setting the floating part of interest rate before 12 o'clock official sources have not published the relevant currency's and the corresponding period's variable part of the interest rate (rate base); or b) the Bank in the inter-bank market is unable through normal business practice to get the necessary sufficient amounts of deposits in the relevant currency for the corresponding period and/or costs of borrowing variable-interest period's appropriate size and currency funds exceed the basic interest rate of the corresponding period as well as in other cases that are independent of the Bank.

8.12. If under the legislation the Bank is obliged to declare state, municipal or other authorities the funds paid to the Client and/or when paying the cash funds to the Client it must withhold taxes and other obligatory payments to state, municipal or other authorities, the Bank declares the funds paid to the Client and/or pays the Client only the amount of funds remaining after deduction of such taxes and mandatory payments.

8.13. In determining whether the Bank has the obligation to declare the state, municipal or other authorities the amounts paid to the Client and/or to withhold taxes from the amounts paid to the Client, the Bank is guided by the Bank's information about the Client. The Client is responsible for providing of correct, accurate and comprehensive information about the country it is considered the resident for tax purposes as well as address in that country and other information to the Bank. The Bank has the right to require the Client to provide evidence that the Client-provided information is correct. In the event that the Client has provided the Bank incorrect information or did not provide information about the state of residence for tax purposes, address in that country or other relevant information or failed to inform the Bank about the changes in the appropriate information, the Bank has the right to

require the Client to reimburse any direct and/or indirect losses incurred by the Bank due to such failure by the Client. **8.14.** If due to a specific legal regulation related to the Client's state of residence for tax purposes, the additional obligations arise to the Bank under legislation and/or arrangements with the third parties, including, but not limited to, providing information about the Client and/or services, provided to the Client and/or Client's financial status to the national tax or other institutions, and the Bank in this relation entail costs, the Client must on the Bank's request cover the Bank the incurred costs.

IX. PRESENTATION OF MESSAGES AND INFORMATION

9.1. The Parties are entitled to transmit each other various kinds of information: reports, statements, notifications, certificates, approvals, claims, general service provision terms, payment schedules or any other information (the Reports), which must be done in writing, except the cases provided for in the legislation and/or Agreements and other documents submitted to the Bank or if the Parties agree, where messages can be transmitted orally or must be in notarial form. Documents sent/submitted via Electronic channels are also deemed written documents.

9.2. Client's contact information (name, surname / legal entity's name, address, telephone, fax number, email address and other details) (the Contact Details) required for sending the Reports to the Client are shown in the Agreements or other documents submitted to the Bank (questionnaires, applications, etc.), which are stored in the Bank's information system. Bank sends Reports to the Client at the Contact Details (address, e-mail specified by the Client, via other Electronic channels) till the Client in writing or in any other manner acceptable to the Bank informs the Bank about change in its Contact Details. Where the Agreements or other documents submitted to the Bank show no Contact Details of the Client, the Bank shall forward the Report using the last known Client's Contact Details.

9.3. Notices shall be deemed served to the Client properly if they were sent to him by the latest Bank's known Client's e-mail, short message SMS, by fax or mail (the Bank chooses how to provide the notice) and available for access when the Notices are sent by the Electronic channels used by the Client.

Client must, in the case of change of the natural 9.4. person's name, residence address, signature, country of residence, residence status, other details (phone, e-mail address, etc.), legal entity's name, address, statute, managers, other members of Client management bodies (shareholders, members, participants, etc.), the Clientguarantying persons', mortgagors' names, surnames (names), addresses, phones, or if the person/entity who secured, guaranteed or provided collateral for fulfilment of Client's obligation dies (in the case of natural person) or is dissolved (if it is a legal entity), or in the case of cancellation of the Client's authorization to representative or other persons having the right on the Client's behalf to dispose monetary funds in the Account and/or to make transactions, immediately, in the event of those changes,

to give written notice to the Bank and provide (if the Bank requests) such changes-related documents (passport, marriage certificate, an extract from the Legal Entities Registry, management decision, notarized notice of revocation of authorization, extract of death fact or others required documents, and the Client (legal entity) must submit to the Bank also duly formalized samples of signatures of the persons representing the legal entity and new seal (if required to have), as well as the documents evidencing the above data change, indicating the names, surnames, ID numbers and permanent places of residence and/or names, identification codes, domiciles of the Client's new heads and participants. This point applies also in the case when any changes are communicated to the public (e.g. through reports in the mass media or by making relevant records in public data registers). In the case of failure to properly fulfil the obligations of this paragraph, Client is fully responsible for any consequences resulting from failure to give timely information, including failure to receive the Bank's messages sent to the last known Client's Contact Details. Whereas, the Bank's actions carried out using the last known Client's details, existing authorizations or the Client's representative-submitted payment instructions will be considered properly carried out.

9.5. Bank transmits its Reports to the Client through the ads in the Bank's Client service offices, the Bank's website, Electronic channels or mass media. The Bank's publicly available Report shall be deemed duly delivered and served to the Client, with the exception of the cases provided for in the legislation of the Republic of Lithuania or Agreements, when the Bank must serve the Report to the Client personally. Personal Reports are transmitted to the Client by mail, fax, e-mail or via other Electronic channels.

9.6. If the Agreement is entered into by co-owners or co-debtors, or the Agreement is signed by the spouse, the Bank has the right to address the Reports to either of the persons indicated in the Agreement, and that person shall share such information with the other co-owners, co-debtors or spouse.

9.7. Each Party shall have the right to choose the method of transmission, with the exception of the cases provided for in the legislation and/or Agreements and other documents submitted to the Bank (applications, questionnaires and so on).

9.8. Parties shall give the Reports to each other in the Lithuanian language or in a mutually acceptable foreign language.

9.9. Reports given by the Parties are deemed to be received when they are sent at the last known contact details of the Party in the following cases:

9.10.1. If the Report is transmitted orally (including by telephone): on its moment;

9.10.2. If the Report is served directly: on the day of its serving;

9.10.3. If the Report is sent by post: within 5 (five) calendar days (14 (fourteen) calendar days for sending beyond the limits of the Republic of Lithuania) after the date of sending; 9.10.4. If the Report is sent by e-mail, telefax and other means of telecommunications: on the next working day in the recipient's country after the date of sending;



9.10.5. If the Report is published via the Bank's electronic channels: on the next business day following the date of its publication;

9.10.6. If the Report is made public: on its publication day.

9.10. If the Client has confirmed about the earlier receipt of the notification than it is provided for in paragraph 9.9 of the General Rules, it is considered that the message has been received on the date of receipt of its confirmation.

9.11. If the Client wishes to receive Messages containing confidential information or banking secrecy from the Bank via e-mail or Electronic channels, thus the Client assumes the possible risk of disclosure of confidential information to third parties.

9.12. In cases where the Client or his representative requests information (certificate) on specific services (Accounts and their balances, confirmations that the Payment operations were carried out or service agreements concluded with the Client and the Bank, the Bank service providing, copies of other documents, etc) the Bank has the right to charge a fee, and issue/deliver the information / certificate / copy of the documents only after the fee is paid into the account specified by the Bank. The Bank is entitled to request such fee, regardless of whether the Client or his representative submitted an application in the Bank's client service department or applied to the Bank through electronic channels.

9.13. If the Client does not receive notifications from the Bank, which he had to receive under the Agreement or Client's request, the Client must immediately notify the Bank.

9.14. The Client, after having received a notification from the Bank, must immediately check the correctness and accuracy of the information, and in the case there are inconsistencies, inaccuracies or other shortcomings, promptly inform the Bank. Bank's notification shall be deemed approved by the Client if the Client within 20 (twenty) calendar days from the date of receipt of the Notification (if the Agreement or Notification states nothing otherwise) did not raise objections or comments to the Bank. This paragraph does not apply to the Bank reports that, by their nature, according to the Agreement, the Service Providing Conditions or Lithuanian legislation does not have to be inspected and/or approved by the Client.

9.15. Bank's notifications and other information sent to the Client can not be considered the Bank's obligation and/or Bank's offer to the Client to enter into specific service Agreement or to use the services of the Bank, except if the Bank's report clearly states that it must be regarded as such a commitment and/or suggestion.

9.16. The Client has to immediately inform the Bank of any newly arising circumstances that will affect or are likely to affect the proper execution of the Client's obligations under the Agreement (e.g. institution of the Client's bankruptcy or a restructuring procedure, the decision to liquidate the legal entity, etc.). On Bank's request, the Client must provide the Bank with the documents proving the changed data or circumstances.

9.17. The Client must immediately notify the Bank about theft or loss in any other way of the identity means and electronic means of payment issued by the Bank, as well as other documents used to identify the Client, as well as the

facts and allegations that contents of the Client's identity verification measures were learned by third parties or they can take or already took benefit with their help. In the cases provided for in the Agreement or Service Providing Conditions, the Client must submit this information not to the Bank but to other person specified in the Agreement and/or the Bank's website (e.g. Payment card processing centre).

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X. CLAIMS HANDLING AND DISPUTE RESOLUTION

10.1. Bank deals with the Client's requests for banking services, or claims regarding the actions of the Bank, through which the Bank may have violated the laws or the contractual requirements and/or the Client's legitimate interests.

10.2. Client inquiries / claims handling procedures at the Bank, the terms, required to provide documents and information, as well as other inquiries / claims handling conditions are published on the Bank's website. Upon request, the Bank shall issue the Client printed information on the inquiries / claims handling procedures and conditions in the Bank.

10.3. If the Bank's response to the Client (user) claim (complaint) does not satisfy the Client (user), or if there is no answer, the Client (user) has the right to apply to the Bank of Lithuania (Žirmūnų g. 151, Vilnius, <u>www.lb.lt</u>), as a body that addresses, through legislative procedures, the disputes of consumer and financial market participants arising from the provision of financial services, as well as to the court according to the law.

10.4. Bank tries the Client's claims free of charge.

10.5. General Rules, Payment Rules, Service Fees, Agreements and/or Service Providing Conditions are governed by Lithuanian law, unless the agreement between the parties or Lithuanian legislature provides otherwise.

XI. BANK SECRECY

11.1. Information constituting a secret of the Bank is governed by legal acts of the Republic of Lithuania. Bank secrecy is the following information known to the Bank on: 11.1.1. The fact that a person is a Client of the Bank and the nature of the financial services provided to him/her, numbers of his/her Accounts;

11.1.2. Balances of Client's funds in accounts held, carried out or ongoing Payment transactions, Client's debt obligations towards the Bank, financial services providing circumstances, conditions of the Agreements under which Client is provided with the financial services;

11.1.3. Client's financial condition and assets, operations, business plans, debt obligations to other persons or transactions with other persons, Client's commercial (industrial) or professional secrets.

11.2. Information considered as bank secrecy may be divulged to the third parties only in the cases provided for in the laws, these General Rules and/or the Agreement in the cases and/or upon written consent of the Client to whom and what information can be provided.

11.3. The Bank has the right to provide a bank secrecy-constituting information to persons who provide services



to the Bank that complement the Bank-provided financial services, where the specifics of provision of such services needs to disclose the information constituting bank secrecy, as well as to the court, arbitrage or other persons, if it is necessary for the protection of the Bank's legitimate interests and only to the extent necessary to defend the interests of the Bank, as well as to public authorities for the purposes of crime prevention.

11.4. The Bank provides bank secrecy-constituting information:

11.4.1. To the authorities carrying out pre-trial investigation, criminal intelligence, intelligence, tax administration, the Deposit Insurance Fund and Liabilities to Investors Insurance Fund administration, personal data custody, financial market supervision, consumer and financial market participants' litigation out of court according to *the Law on the Bank of Lithuania*, money laundering and (or) terrorist financing prevention features, if it is needed to carry out statutory functions provided for in this paragraph;

11.4.2. To notaries and bailiffs if it is needed to carry out statutory functions of the notaries and bailiffs.

11.5. In other cases, information constituting a secret of the Bank shall be provided only on the basis of a reasonable court order.

XII. PERSONAL DATA PROCESSING AND CONFIDENTIALITY

12.1. The Bank takes care of protecting the Client's personal data and privacy. The Bank, when providing the Bank's services, collects, uses, stores and otherwise manages the Client's personal data for the conclusion and execution of the Agreements with the Client, for the performance of the Bank's obligations provided for by applicable legal acts and for other purposes, which comply with the requirements of the legal acts of the Republic of Lithuania, the General Data Protection Regulation (No 2016/679) and other legal acts.

The Bank collects, uses, stores and otherwise 12.2. manages the Client's data as specified in the Bank's Personal Data Protection Rules, separate Agreements or in accordance with the requirements of the legal acts. The Bank's Personal Data Protection Rules are an integral part of the Bank's services. If there are important reasons, in accordance with the requirements of the legislation and ensuring the protection of the personal data and privacy of the Client, the Bank has the right to unilaterally change the Personal Protection Data Rules and/or supplement/update them with the relevant data security and handling information without informing the Clients in advance. The most current version of the Personal Data Protection Rules is published on the Bank's website.

12.3. Before entering into the Agreement with the Bank, the Client must familiarize with the Bank's Personal Data Protection Rules. If the Bank's Personal Data Protection Rules or any part of it appears incomprehensible or unclear for the Client, the Client must notify the Bank prior to the conclusion of the Agreement or the provision of the service, and the Bank will explain to the Client the uncertainties specified by the Client. By signing the Agreement or upon receipt of the service, the Client

confirms that he/she has read all the provisions of the Bank's Personal Data Protection Rules and fully understands them.

12.4. The Client shall immediately inform the Bank in writing if the Client becomes aware that the Bank collects, uses, stores and otherwise processes inaccurate or obsolete any personal data of the Client, or the Client believes that any Client's personal data is collected, used, stored and otherwise processed by the Bank without observing the legal requirements.

12.5. In cases where the Client submits, for the purpose of concluding and executing the Agreement or pursuant to legal acts, to the Bank the data of guarantors, property owners, Client's family members or other third parties and the Bank handles such data for the conclusion and execution of the Agreement, provision of the Bank's services and for other legitimate purposes, the Client shall inform such third parties that the Bank will process their data in accordance with the Personal Data Protection Rules. When the Client submits to the Bank the data of third parties specified in this paragraph of the General Terms, it is presumed that the Client has informed such third parties and it is not necessary for the Bank to inform such third parties.

12.6. Information about negotiations of the Bank and the Client for entering into the Agreement and/or the Bank's service provision, Agreement conditions, conditions and procedures of providing the Bank's services to the Client, course of negotiations, technological knowledge, trade secrets, Payment transactions as well as any other information received during Agreement execution from the other Party is confidential and shall not be published to another persons without the consent of the other Party, except as provided for in the legislation, the Agreement, General Rules, Payment Rules and Service Providing Conditions.

12.7. The Bank has the right to inform the third parties, if the Client fails to fulfil or improperly fulfils the obligations under the Agreement and/or Service Providing Conditions.
12.8. The Bank has the right to disclose confidential information to persons who provide the Bank the services that complement the Bank-provided financial services, if due to specifics of provision of such services it is necessary to disclose the confidential information. In this case, the Bank will ensure that such third parties commit not to disclose confidential information.

12.9. The following information about the Party is not confidential information:

12.9.1. Which at the time of its receipt or learning was already made available to the public;

12.9.2. Which became publicly available or known not through the other Party's fault;

12.9.3. Which was obtained from a third party who has received this information without an obligation to preserve the confidentiality of the information;

12.9.4. Which cannot be regarded as confidential in accordance with the laws of the Republic of Lithuania;

12.9.5. Which shall not be considered confidential by the written statement of the Party which provided the information.

12.10. Confidentiality obligations are valid for the Parties for an unlimited period of time.



XIII. BANK INFORMATION SYSTEM

13.1. The Bank has the right to improve its information system and eliminate its shortcomings, even if this may cause and/or cause short-term interruptions of providing the Bank services to Clients. The Bank schedules its own information system improvement and rectification works and, where possible, implements them during the night or on the day-off.

13.2. In the case of special circumstances and important reasons, the Bank, in order to avoid the risk of the Bank's and/or Clients' losses, has the right to exercise the information system rectification work immediately, at any time within the shortest possible time.

13.3. During the Bank information system improvement and/or rectification time, execution of all Bank liabilities, which are carried out with the help of such information system is suspended. The Bank is not responsible for the Client's losses as a result of the fact that the Client could not use banking services during the information system improvement and/or rectification works carried out by the Bank.

13.4. The Bank informs the Clients about planned information systems improvement / modification / conversion works in advance publicly on the Bank's website and via Electronic channels.

13.5. The Bank carries out Bank's information systems updates in stages, gradually transferring to the new information system the Clients' data required for the Bank's services. The Bank informs Client about each stage of the data transfer on the Bank's website or by other means. When updating the Bank's information systems, the Bank has the right to unilaterally change the account numbers given to the Clients, transaction numbers, and other details of the services provided, ensuring that such changes will not affect the legitimate interests of the Clients and will neither affect nor burden in any way execution of the obligations of the Parties to each other.

13.6. Updating of the Bank's information systems may result in short-term interruptions of service providing to Clients. In order to avoid the loss, Clients must take all the measures to prepare for possible Bank service interruptions.

13.7. If the information system improvements and / or elimination of its deficiencies, result in unforeseen interruptions or automatic errors in the information systems (for example, transaction execution deadlines are changed, contractual interest rates are eliminated, commissions are not deducted or they are altered, payment transaction are duplicated or not executed, etc.), the Bank has the right to unilaterally correct any errors made by the information systems, restore the transaction to the transaction agreed upon with the Client and inform the Client thereof.

13.8. The Bank is entitled to refuse to provide a service if the Bank is not able to provide the service or is not able to duly provide the service because of the inappropriate operation of the third-party information system (e.g. PLAIS system) or other technical interference that is independent of the Bank.

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