

## GENERAL TERMS AND CONDITIONS OF ESCROW ACCOUNT AGREEMENT

### 1. DEFINITIONS

The terms used in these *General Terms and Conditions for Escrow Account Agreement* are understood as they are defined in this chapter; other terms used and capitalized shall be understood as they are regulated by the *General Rules* or the *Payment Rules*.

The parties agree that if there are other conditions not set in these *General Terms and Conditions for Escrow Account Agreement* and/or Bank applies to Depositor and/or Beneficiary conditions other than those set out in these *General Terms and Conditions for Escrow Account Agreement*, all such conditions are determined in the Application.

**1.1. Administration fee:** the fee paid to the Bank for analysis of the Application and other documents submitted to the Bank, contract management, written off by the Bank on the contract date without individual Depositor's or Beneficiary's consent from the Depositor's or Beneficiary's bank account (if Depositor or Beneficiary has no bank account, the administrative fee is paid on the contract date to Bank-specified account). The amount of the administration fee is indicated in the *Service Rates*. If Depositor fails to transfer funds into the Escrow payment account or in other cases of contract termination, the Depositor and/or the Beneficiary shall pay to the Bank the administrative fee in full and the Bank does not return the administration fee already paid.

**1.2. Bank:** public limited liability company Šiaulių bankas, the information and contacts of which are specified in the *General Rules*.

**1.3. General Terms and Conditions for Escrow Account Agreement:** these *General Terms and Conditions for Escrow Account Agreement* approved by the Bank, which, at Depositor's and/or Beneficiary's request, are handed over at the time of entering into the contract and which are available on the Bank's website [www.sb.lt](http://www.sb.lt) or in the Bank's customer service departments. *General Terms and Conditions for Escrow Account Agreement* are not signed between the Parties.

**1.4. General rules:** General rules for provision of services by Šiaulių bankas approved by the Bank, which are available on the Bank's website at [www.sb.lt](http://www.sb.lt) or at the Bank's customer service departments.

**1.5. Depositor:** natural or legal person indicated in the Application, on whose behalf the Escrow account is opened and who deposits the Funds in the Escrow account in accordance with the terms of the Agreement.

**1.6. Depositor's account:** account opened with the Bank on behalf of the Depositor in the Bank, to which the Funds are repaid in the cases provided for in the Agreement and from which the Bank charges related to this Agreement are debited. The Depositor has the right to dispose of the funds in the

Depositor's account, in accordance with the bank account agreement concluded between the Bank and the Depositor, but has no right to close the Depositor's account during the period of validity of this Agreement.

**1.7. Documents:** the documents specified in the Application, after their submission to the Bank in accordance with the procedure established by the Agreement, the Beneficiary is entitled to receive funds from the Escrow account.

**1.8. Deadline for submission of documents:** the deadline specified in the Application, before which the Beneficiary must submit to the Bank the Documents for Disbursement of funds in accordance with the procedure specified in the Agreement;

**1.9. Beneficiary:** natural or legal person indicated in the Application receiving the Funds after the fulfillment of the conditions specified in the Agreement.

**1.10. Beneficiary's account:** the account with the Bank specified in the Application opened on behalf of the Beneficiary to which the funds are transferred in the cases provided for in the Agreement and from which the Bank writes off the charges related to this Agreement.

**1.11. Funds:** all current and future cash funds in the Escrow account.

**1.12. Payment Rules:** the Bank-approved general rules for the provision of payment services of Šiaulių bankas, which are available on the Bank's website at [www.sb.lt](http://www.sb.lt) or at the Bank's customer service units.

**1.13. Service Rates:** Bank-confirmed rates of the Bank-provided banking services and transaction fees which are published on the Bank's website and (or) the Bank's customer service units/divisions and which are applied towards Depositor and Beneficiary when the Bank provides services under the Agreement or executes contractual commitments or realizes the Bank's rights.

**1.14. Application:** Depositor's and Beneficiary's request filled in accordance with the form submitted by the Bank, to conclude the Agreement and/or the request to change the terms of the Agreement. The Application is provided to the Bank in such a number of copies that each Party receives one copy and forms an integral part of the Agreement.

**1.15. Request:** the Beneficiary's written request, by adding the Documents, to transfer the Funds from the Escrow account into the Beneficiary's account specified in the Application or other account specified in the Agreement.

**1.16. Escrow account:** special account opened in the name of the Depositor in the Bank, opened by the Bank on the basis of the Application for the sole execution of payments under the Agreement.

**1.17. Agreement:** escrow account agreement between the Parties (with all its existing and future amendments, additions and attachments). The Agreement consists of the Application submitted by the Depositor and the Beneficiary, information to

the Depositor, and these *General Terms and Conditions for Escrow Account Agreement* not signed by the Parties. The *General Rules* and *Payment Rules* are an integral part of the Agreement.

**1.18. Parties:** the Depositor, the Beneficiary and the Bank, as well as the legal successors of their rights and obligations.

## 2. SUBJECT OF THE AGREEMENT

**2.1.** The Agreement is concluded between the Bank, the person depositing the Funds, i.e. the Depositor and the person to whom the Funds will be transferred once the conditions laid down in the Agreement have been fulfilled, i.e. Beneficiary.

## 3. BANK'S RIGHTS AND OBLIGATIONS

**3.1.** The Bank undertakes:

**3.1.1.** To open Escrow account on behalf of the Depositor in the Bank and to accept the funds received on behalf of the Depositor into the Escrow account and to ensure that the transactions with the Funds will be executed in accordance with the conditions provided for in this Agreement.

**3.1.2.** To ensure the confidentiality of the Depositor, the Beneficiary, the Escrow account and related data and transactions.

**3.1.3.** According to the written request of the Depositor or the Beneficiary, no later than within 3 (three) business days, to submit a statement of the Escrow account or certificates on the funds contained in the Escrow account.

**3.1.4.** Within 3 (three) business days from receipt of the Request in the Bank, to transfer the Funds to the Beneficiary's Account specified in the Application, if the Beneficiary has submitted to the Bank the Documents conforming the terms of this Agreement. Original or notarized copies of the Documents must be submitted to the Bank. Documents must be actually received by the Bank at the address indicated in the Application by post, by courier or personally by the Beneficiary served to the Bank's employees, no later than on the last day of the deadline for submission of the Documents. The Bank does not investigate the documents received by the Bank by fax and/or upon the expiration of the deadline for submission of documents. In such a case, the Beneficiary shall be deemed to have failed to fulfill the conditions for Funds disbursement.

**3.1.5.** Within three (3) business days after the end of the deadline for submitting documents to transfer Funds to Depositor into the Depositor's account specified in the Application, provided that the Beneficiary during the period of the document submission did not submit the request to the Bank or the Documents received by the Bank before the deadline do not meet the terms of the Agreement or are in conflict with each other.

**3.2.** After reviewing the Request and the Documents, the Bank shall inform the Beneficiary in writing if the received

Request and/or the Documents do not comply with the terms of the Agreement.

**3.3.** The Bank terminates the Escrow account within 3 (three) business days without the individual Depositor's or Beneficiary's instructions and consent when:

**3.3.1.** The Depositor does not transfer Funds to the Escrow account specified in the Application within the deadline;

**3.3.2.** Funds are disbursed to the Depositor or the Beneficiary, in accordance with the procedure established by the Agreement;

**3.3.3.** The Agreement is terminated by mutual agreement of the Parties.

**3.4.** The Bank does not pay interest on the Funds.

**3.5.** The Bank, on the day of conclusion of the Agreement, without the separate consent of the Depositor or the Beneficiary, writes off the fees payable for the services provided and transactions performed, including the Administrative Fee, from the Depositor's or Beneficiary's bank account. The Bank has the right to temporarily suspend the execution of escrow payment transactions provided for in this Agreement if the party, which under this Agreement has undertaken to pay all fees, including the Administrative Fee to the Bank, fails to pay it at the time specified in the Agreement.

## 4. RIGHTS AND OBLIGATIONS OF THE DEPOSITOR AND THE BENEFICIARY

**4.1.** The Depositor transfers the Funds to the Escrow account within the transfer to the Escrow account term specified in the Application.

**4.2.** The Depositor has no right to close the Depositor's account and the Escrow account in the Bank during the entire term of the Agreement.

**4.3.** The Depositor and the Beneficiary agree that after the Bank credits the Funds into the Escrow account, the Bank limits use of the Funds in accordance with the terms of this Agreement and will not execute any transactions with the Funds, except for the cases of disbursement provided for in the Agreement.

**4.4.** The Depositor and the Beneficiary have the right, in the order provided for in the Agreement, to receive the Escrow account statements and the certificates on the Funds deposited in the Escrow account.

**4.5.** The Depositor and the Beneficiary agree and explicitly instruct the Bank that all disbursements of the Funds under this Agreement to Depositor or Beneficiary must be carried out to Depositor's or Beneficiary's bank accounts specified in the Application, or to other Depositor's or Beneficiary's bank accounts specified to the Bank by Depositor or Beneficiary no later than 5 (five) days before the respective payment date.

**4.6.** In the case of change of the Depositor's or Beneficiary's data referred to in the Application, also if the Depositor or Beneficiary cancels power of attorney issued to another

person to act in accordance with this Agreement, the Depositor or Beneficiary must inform the Bank in writing and provide the supporting documents no later than within one (1) business day from change of data or withdrawal of authorization. The Depositor or the Beneficiary, failing to comply with the obligations set forth in this paragraph, shall be liable for any consequences resulting therefrom.

## 5. OTHER CONDITIONS

**5.1.** The Bank is liable for improperly performed transactions under this Agreement in accordance with the law. The Bank is not liable for mistakes made by payers and bank correspondents, delayed payments or other actions that may lead to default or delay or the obligations.

**5.2.** The Bank's obligations and responsibilities to the Depositor and the Beneficiary shall be limited to what is specified in this Agreement and the Bank is not subject of any other agreement between the Depositor and the Beneficiary and is not required to recognize such an agreement.

**5.3.** The Bank shall not be liable for the authenticity of the information contained in the Documents submitted to the Bank, nor shall it be obliged to verify the powers of the Depositor's and/or the Beneficiary's representatives and their limits.

**5.4.** The Bank shall not be liable for the transactions and for the preservation of the Funds if circumstances of force majeure arise or if the Funds are subject to recovery or restrictions in accordance with the procedure established by the laws and do not compensate either the Depositor or the Beneficiary for the damage caused by these circumstances.

**5.5.** The Depositor and the Beneficiary assume full responsibility for the incorrect information provided to the Bank.

**5.6.** The Bank has the right to temporarily suspend execution of the transactions provided for in the Agreement from the Escrow account if the Depositor or the Beneficiary, who under the Agreement undertook to pay to the Bank fees related to the conclusion of the Agreement or execution of transactions, fail to pay them at the time stipulated in the Agreement. If the other Party, at its own expense and at its discretion, pays the amount due in the name of another non-paying Party, the Bank will treat it as satisfactory fulfillment of the monetary obligation in question from the defaulting Party.

## 6. SOLUTION OF DISPUTES

**6.1.** The Parties agree that all disputes arising in the course of execution of the conditions of the Agreement shall be settled by negotiation or in accordance with the procedure established by the laws of the Republic of Lithuania in the courts of the Republic of Lithuania. In case of differences

between the texts in Lithuanian and English, the Lithuanian text shall prevail.

## 7. FINAL PROVISIONS

**7.1.** The Agreement enters into force upon all signatures of the Parties and remains valid until the full fulfillment of the terms of the Agreement. If Funds are not transferred into the Escrow account within the term specified in the Application for Funds transferring into the Escrow account, the Agreement shall cease to be in force, however, in such a case the Depositor or the Beneficiary shall pay the Administration Fee to the Bank.

**7.2.** The depositor's funds held in the Bank, up to EUR 100,000, are insured in the State Enterprise *Indėlių ir investicijų draudimas* as provided for in the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania, except for deposits that are not considered as insurance objects in accordance with the said law. More detailed information on the funds insurance is provided in the Annex to the Agreement: information on deposit insurance and protection.

**7.3.** The Depositor and the Beneficiary have no right to pledge, transfer to other persons the rights arising from the Agreement without prior written consent of the other Parties.

**7.4.** The information contained in the Agreement is confidential and may not be disclosed without the prior written consent of the Parties, unless required by applicable laws of the Republic of Lithuania.

**7.5.** Amendments or additions to the Agreement must be made in writing and signed by all Parties. Notices relating to this Agreement must also be made in writing. All notices served under this Agreement shall be deemed to have been duly served upon delivery by signature to the authorized person of the Party concerned or sent by registered mail at the address indicated in this Agreement.

**7.6.** The Application shall be signed in such a number of copies in order each Party received one copy. All copies have the same legal validity.

**7.7.** The Parties agree that, if there are other conditions not specified in these *General Terms and Conditions for Escrow Account Agreement*, or the Bank applies the Depositor and the Beneficiary other conditions than those set forth in these *General Terms and Conditions for Escrow Account Agreement*, all such conditions are specified in the Application.