



## DOCUMENTARY CREDIT ISSUANCE AGREEMENT

### GENERAL TERMS AND CONDITIONS

Documentary credit issuance agreement includes this part of the Agreement the *General Terms and Conditions* with all subsequent amendments and annexes as well as the documentary credit issuance application which are integral parts of the Agreement.

#### 1. TERMS AND DEFINITIONS

*Interpretation.* The titles of the chapters and clauses provided in the Agreement make it easier to use. They do not affect the interpretation of chapter and clauses. If context of the present Agreement obviously does not require otherwise, singular words in the present Agreement text can also mean plural and vice versa and the definitions specified in the present chapter in capital letter can be specified in lower case in the text and bear the same meaning. The concepts used in the present Agreement shall be interpreted as follows:

- 1.1. **Credit cover account:** the Bank account where the funds pledged by the Applicant to ensure execution of Applicant's obligations to the Bank under the Agreement are being held.
- 1.2. **Credit amount:** the maximum possible amount of the credit, having assessed the credit amount tolerance.
- 1.3. **Bank:** Šiaulių bankas AB, company code 112025254, Tilžės str. 149, LT-76348 Šiauliai, Lithuania, being the Agreement party.
- 1.4. **General terms and conditions:** the present part of the present Agreement where the general terms and conditions of the Agreement are specified.
- 1.5. **Business day:** a calendar day excluding public holidays and weekends. Non-business day - weekends (Saturdays and Sundays) and public holidays (according to the article 162 of the Labour Code the Republic of Lithuania).
- 1.6. **Documentary credit (hereinafter: credit):** the Bank's irrevocable undertaking to pay for the presented documents complying to the terms and conditions of the credit.
- 1.7. **The actual credit validity period:** the period from credit issuance date till the expiry of the Bank's undertakings set out in the credit. If the place of expiry of the credit is other than the Bank, actual credit validity period shall be the period from the date of issuance of the credit up to the date, received by adding fifteen (15) calendar days to the credit expiry date specified in the Application. If the credit is paid by deferring the payment date, actual credit validity period shall be the period from the date of issuance of the credit until the latest possible payment date.
- 1.8. **Beneficiary:** the party specified in the Application in whose favour the Bank issues the credit.
- 1.9. **Applicant:** the party presenting the Application.
- 1.10. **Advising bank:** the bank through which the Bank advises the credit to the Beneficiary.
- 1.11. **Application:** Documentary credit issuance application / Application for Documentary credit and / or Documentary credit issuance agreement amendment, which is an integral part of the Agreement, filled according to the Bank-submitted standard form and signed by the Applicant and, if applicable, stamped by the Applicant.
- 1.12. **Agreement:** this Documentary credit issuance agreement, consisting of Application and this part of the Agreement the *General Terms and Conditions* with all its annexes, as well as possible amendments and / or appendices, entered into by the Bank and the Applicant.
- 1.13. **Parties:** the Bank and the Applicant who have entered into the Agreement, each of which individually may be referred to as a Party.

#### 2. GENERAL PROVISIONS

- 2.1. The Bank issues and manages the credit according to Uniform Customs and Practice for Documentary Credits Revision 2007, ICC publication No. 600 and in accordance with the laws and other legal acts of the Republic of Lithuania, Application terms and conditions, terms and conditions of this part of the Agreement *General Terms and Conditions*, the Bank's General rules for servicing of customers and provision of services, the Bank's General rules for the provision of payment services and handling of the bank account and the Bank's standard rates of the services.
- 2.2. Bank issues the credit, if all of the following conditions are met:
  - 2.2.1. the Applicant has submitted to the Bank duly completed and signed, and, if applicable, Applicant-stamped Application;
  - 2.2.2. the Applicant has deposited funds in an amount no less than the credit amount or other amount specified in the Application in the credit cover account, and the funds from credit cover account are pledged to the Bank (as specified in this part of the Agreement *General Terms and Conditions* par. 6.3) and / or the Bank under the relevant agreement with the Applicant has granted the Applicant the credit (credit line), which can be used for issuing the credit;
  - 2.2.3. in the case if the Bank has granted the Applicant the credit (credit line), the Applicant has fulfilled all of the relevant loan agreement terms and conditions;
  - 2.2.4. Applicant and Beneficiary are not and / or have not to be applied the financial sanctions of the European Union, the United Nations Security Council, the Republic of Lithuania and / or other countries or international organizations;
  - 2.2.5. the Applicant has paid to the Bank all the charges and commissions related to the issuance of the credit;
  - 2.2.6. other agreements entered into by the Bank or the Bank's group companies and the Applicant or the Applicant's group companies including this Agreement are properly executed.
- 2.3. The Bank advises the credit by an authenticated SWIFT message.

#### 3. BANK'S RIGHTS AND OBLIGATIONS

- 3.1. The Bank has the right to refuse to issue the credit, if at least one condition of this part of the Agreement the *General Terms and Conditions* paragraph 2.2 is not met or due to other reasons at its own discretion.
- 3.2. If the credit cannot be advised through the bank specified in the Application, the Bank reserves the right to choose another bank for credit advice.
- 3.3. The Bank undertakes to check the received documents required under the terms and conditions of the credit, and to determine their compliance with the credit terms and conditions.
- 3.4. If the documents presented under the credit do not comply with the terms and conditions of the credit, the Bank shall handle these documents following the instructions given by the party that presented the documents. The Bank's decision on the payment for the documents not complying with the credit terms and conditions can only be made with the consent of the Applicant. Having not received such a consent, the Bank has the right to return the documents to the party which presented them.

## 4. APPLICANT'S RIGHTS AND UNDERTAKINGS

4.1. The Applicant undertakes no later than on the day of issuance of the credit or other costs incurring day to compensate the Bank for all costs incurred or likely to incur by the Bank by paying under the credit.

4.2. The Applicant undertakes to compensate the Bank for all costs incurred or likely to incur by the Bank by executing its obligations to the Beneficiary under the credit. Funds payable and / or paid to the Beneficiary under the credit, other (including foreign) banks' fees and other Bank's costs related to legal processes, services of the consultants, legal services, debt recovery from the Applicant and any other costs related with execution of obligations under the credit are attributable to the refundable Bank's costs.

4.3. The Applicant's obligations to the Bank expire after actual credit validity period, but in any case not earlier than the Applicant properly fulfills all its obligations to the Bank under the Agreement.

4.4. Applicant irrevocably agrees that the Bank write-off all the sums payable by Applicant under the Agreement to the Bank or other banks without any individual Applicant's consent or notification from the Applicant's accounts, loan accounts (performance security executing in accordance with the loan agreement conditions), which are or will be with the Bank upon the expiry of the funds payment deadline (the Bank selects the Applicant's accounts from which the funds are to be debited on its own discretion). It is deemed that the amounts to be paid by Applicant under the Agreement to the Bank are paid at the moment when the payable amounts are being written-off from the Applicant's account with the Bank.

4.5. If currency of the amounts payable to Bank or other banks is different from that in the Applicant's account with the Bank, the Bank writes-off any amount from any of the Applicant's accounts with the Bank required to cover the payable amounts to the Bank or other banks, applying the currency exchange rate set by the Bank on the day of writing-off.

4.6. The Applicant undertakes to ensure that, upon expiry of the deadline for payment of the amounts payable to the Bank or other banks, there would be sufficient funds in the Applicant's accounts with the Bank to write-off the amounts payable, as it is provided for in the paragraphs 4.4 and 4.5 of this part of the Agreement the *General Terms and Conditions*. The Applicant till full execution of the obligations under the Agreement, undertakes not to close the Applicant's account(s) with the Bank existing on Agreement conclusion date, as well as to ensure that the Bank's right to debit funds was not limited as it is provided for in the paragraphs 4.4 and 4.5 of this part of the Agreement the *General Terms and Conditions*.

4.7. If for the reasons beyond the Bank's control the Bank cannot, or there is a possibility that it will not be able to write-off from the Applicant's account with the Bank the funds required to pay to the Bank or other banks, Applicant must before the agreed deadlines to pay the amounts payable to the Bank or other banks into the special Bank account referred by the Bank to the Applicant upon the Applicant's request. In this case it is deemed that the amounts payable by the Applicant under the Agreement are paid on the day when the funds are paid into the account referred to by the Bank.

4.8. The Applicant agrees that, if it fails to carry out the obligations under the Agreement, the Bank has the right to do the following actions with all amounts payable by the Applicant under the Agreement:

4.8.1. to recover them from the Applicant;

4.8.2. to write them off from all the Applicant's accounts in both euros and foreign currency with the Bank and other financial institutions;

4.8.3. to set-off for the Bank's obligations to the Applicant;

4.8.4. to suspend disbursement of the funds from the Applicant's accounts with the Bank.

4.9. Bank can take advantage of the rights specified in the paragraph 4.8 of this part of the Agreement the *General Terms and Conditions*, regardless of whether the Bank terminates the Agreement with the Applicant. With the means of the Agreement the Applicant agrees in advance that any credit institution in which the Applicant holds accounts in euros or foreign currency, wrote-off and transferred to the Bank the Applicant's outstanding and owned by the Bank under the Agreement amounts, when the Bank provides the credit institution one or several debit orders or other payment documents valid on the day of writing-off. The Parties agree that, regardless of the credit institution where Applicant holds an account, this arrangement (Agreement) is considered irrevocable and unconditional instruction for the credit institution in which the Applicant holds any type of account, to write-off the funds from Applicant's account in accordance with the Bank's request, to exchange the funds to the appropriate currency, if there is no or insufficient funds in Applicant's account in the currency payable to the Bank and transfer into the account specified by the Bank. The Applicant agrees that the credit institutions administering its accounts wrote-off these amounts on a priority basis, without observing calendar sequence of payment of earlier received documents, if it is not in contrary to the laws of the Republic of Lithuania setting the priority order for funds writing-off.

4.10. The Applicant undertakes, upon Bank's request, promptly provide all information and / or documents related to credit and / or performance of the Agreement, the Beneficiary or the Applicant, including the Applicant's financial documents (quarterly, semi-annual, annual financial reports provided for in the Law on Financial Statements of Entities of the Republic of Lithuania as well as the Law on Companies Consolidated Financial Statements of Entities of the Republic of Lithuania), etc.

## 5. PAYMENT OF FEES

5.1. The Applicant undertakes no later than on the fees' payment date specified in this paragraph to pay all the fees, including the fees unpaid by the Beneficiary, even if the credit provides otherwise.

5.2. The Applicant undertakes to pay the Bank's fees set in the Bank's standard rates of the services related to the issuance of credit, amendment of credit and / or Agreement conditions and / or other Bank's services, no later than on the day the Bank provides the service, and the fees set in the Agreement - no later than on the date set in the Agreement.

5.3. If the Applicant misses the fee payment to the Bank deadlines, the Bank is entitled to request payment of 0.1 per cent default interest on the overdue amount for each day of delay.

## 6. APPLICANT'S PERFORMANCE SECURITY

6.1. A credit cover account is being opened for the Applicant.

6.2. The Applicant provides the Bank the right after conclusion of the Agreement, to write-off the amount specified in the Application from its account(s) with the Bank and to transfer it to the credit cover account opened on behalf of the Applicant at the Bank. If there are not enough funds in the Applicant's account(s) with the Bank, the Applicant undertakes to immediately after entering into the Agreement, but no later than before credit issuance, to pay into its account(s) with the Bank the amount specified in the Application. If currency of the credit specified in the Application is different from that in the Applicant's account with the Bank, the Bank writes-off the amount from any of the Applicant's accounts at the Bank required to write-off, specified in the Application, applying currency exchange rate set by the Bank on the day of writing-off.

6.3. The Applicant, ensuring that its obligations arising under the Agreement were properly executed, with the means of this Agreement pledges in favour of the Bank the funds in the credit cover account (hereinafter referred to as collateral or financial collateral) under conditions set out in this paragraph. The Parties expressly agree that:

6.3.1. if the Applicant is a legal person, the Applicant, by signing this Agreement, transfers the funds in the credit cover account to the Bank's ownership, as well as transfers the Bank the ownership rights to all income (interest) generated by the funds in the credit cover account and all collateral management and use rights as it is provided for in the Law on Financial Collateral Arrangements of the Republic of Lithuania

(hereinafter referred to as FCA). These funds under the FCA are deemed the financial collateral for execution of the Applicant's obligations to the Bank arising under this Agreement, i.e. the financial collateral is used to ensure proper execution of the Applicant's obligations set in the Agreement, such as, for example: payment through procedure established by the Agreement of eligible costs of the Bank, payment of fees, interest and penalties and any other amounts due under the Agreement. This Agreement is also a financial collateral arrangement with transfer of ownership right, entered into according FCA and the Bank as a collateral holder has the right to unilaterally realize the financial collateral through procedure laid down in FCA in the case of an enforcement event. The bank has the right to unilaterally realize the financial collateral, i.e. close-out netting provision becomes effective if the Applicant fails to fulfil his obligations under the Agreement or not properly fulfils them, for example, does not pay on time and properly the eligible costs of the Bank, fees, interest, penalties or other amounts due under the Agreement, that is in the case if the Applicant fails to timely fulfil his obligations under the Agreement ensured by financial collateral, the Bank has the right to meet its request from the financial collateral or its value in priority to other creditors. In the case of close-out netting, the Bank's, as collateral holder's obligation to repay the Applicant the financial collateral (funds in the credit cover account) is over, as it is set out in FCA. Institution of bankruptcy proceedings is also considered an enforcement event and from the day of institution of bankruptcy proceedings the close-out netting condition shall take effect. As enforcement events are also considered the cases when:

6.3.1.1. Bank terminates the Agreement prematurely and / or requires the Applicant before the deadline to return to the Bank all or any part of the amounts due under the Agreement, to pay interest and / or other agreed amounts due to the Bank;

6.3.1.2. bankruptcy is initiated for the Applicant;

6.3.1.3. without the written consent of the Bank, the Applicant is initiated the restructuring, reorganization, rearrangement or liquidation proceedings;

6.3.1.4. Applicant's funds with the Bank are arrested or the right to dispose of them is restricted otherwise;

In the case of occurrence and / or persistence of any of the above enforcement event, as well as in other cases provided for in the laws of the Republic of Lithuania, the Bank's obligation to repay the Applicant's financial collateral is over. On expiry of the actual credit validity period and if the Applicant has fulfilled all his obligations under the Agreement, financial collateral or the remaining part thereof is returned to the Applicant in accordance with the conditions set in paragraph 6.6 of the part *General Terms and Conditions*.

6.3.2. if Applicant is a natural person, this Agreement is also an arrangement on the plain and the maximum pledge, entered into in accordance with the provisions of part one article 209 of the book four of Civil Code of the Republic of Lithuania in order to secure fulfilment of all the obligations, i.e. basic request, interest, penalties and damages under the Agreement. The Applicant, by signing the Agreement, transfers the Bank as the pledgee the collateral and the Agreement is also the deed of transfer to the Bank as a pledgee of the claim rights being pledged. The parties agree that if the Applicant misses the obligation execution time and does not comply with all of its debt obligations to the Bank, execution of which has expired, the Bank is entitled from the day of debt obligations default / improper performance to handle the collateral if it is necessary that the debt obligation resulting from the Agreement was properly executed. The Applicant, by signing the Agreement, will undoubtedly agree that the Bank managed the credit cover account pledged through procedure set in the Agreement till Applicant's obligations under the Agreement are covered. The Parties agree to secure penalties and damages with the maximum pledge, the maximal size of which is 30 per cent of the issued credit amount. Debt size fixing date is not determined.

6.4. The Applicant warrants that the funds in the credit cover account and the Applicant's claim right to the Bank to repay these funds are not pledged to anyone, transferred or otherwise encumbered, there are no arrests, disputes, prohibitions to dispose the funds in the credit cover account. The Applicant undertakes to compensate the Bank for all its costs and losses, if it turns out that the allegations in this paragraph do not reflect reality. The Applicant during the term of the credit validity has no right in any way to dispose the funds in the credit cover account or the claim rights relating to refund of the funds in the credit cover account. The Applicant and its successors have no right to require the Bank to reimburse the Applicant or his successors these funds pledged under the Agreement until the Applicant fulfils all his obligations under the Agreement.

6.5. The Bank has the right to meet its requirements from the funds pledged in the credit cover account according to the laws in priority to other creditors of the Applicant. The Agreement is the Applicant's prior consent to delegate management of the credit cover account (including interest accrued in the credit cover account, if any) to Bank, i.e. to write-off the Applicant's debts to the Bank from this account. Consent cannot be cancelled without the written Agreement of both parties.

6.6. The Bank undertakes that if the credit or a part thereof, upon expiry of actual credit validity period in the case the Applicant has fully settled with the Bank under the Agreement, and the balance in the Applicant's credit cover account remain unused, to transfer these funds to the Applicant's account with the Bank or to another account specified by Applicant in writing no later than within two (2) business days.

## **7. APPLICANT'S REPRESENTATIONS AND WARRANTIES**

7.1. The Applicant undertakes:

7.1.1. to properly and timely execute all the obligations assumed with the means of the Agreement;

7.1.2. no later than within five (5) business days to inform the Bank in writing:

7.1.2.1. about the decisions on the Applicant's liquidation, reorganization (merger or division of companies, changing the type or status of the company), restructuring, bankruptcy proceedings institution against the Applicant or initiation of extrajudicial bankruptcy procedure;

7.1.2.2. about changed Applicant's Articles of Association, name, domicile address and other Applicant's details specified in the Agreement, changed head of the Applicant (stating new head's name, identification number, and domicile) or members of any other of the Applicant's management bodies (Board, Supervisory Board), Applicant's members (shareholders, members, co-partners, etc.) (indicating the name, personal identification number and permanent places of residence and / or names, identification codes, domiciles of Applicant's new members);

7.1.2.3. about the sanctions applied or intended to apply by state government or law enforcement authorities on the Applicant, which deprive of or restrict the Applicant's rights in the economic-commercial activities, limit disposal of the Applicant's property;

7.1.2.4. about Applicant's accounts opened and / or closed with other banks;

7.1.3. to comply with regulatory requirements of the Republic of Lithuania during the Agreement validity.

7.2. The Applicant represents and warrants that:

7.2.1. the commitments assumed by the Applicant under the Agreement do not contradict with any provisions of the legal act, conditions of trade / service providing transaction, in which Applicant is the party, any court, arbitration or government body's decision, which is applicable to the Applicant;

7.2.2. the Applicant's representative, having signed the Agreement, acts in accordance with his powers, entering into the Agreement does not contradict with the laws, Applicant's Articles of Association, other founding documents, regulations of management bodies and other regulatory acts, Applicant's obligations under the contracts with the third parties, also all the permissions, consents, authorizations to conclude the Agreement of Applicant's governing bodies and public authorities have been obtained;

7.2.3. the Applicant has all the necessary permits and licenses necessary for the Applicant's activities;

7.2.4. all the documents submitted to the Bank in the course of execution of the Agreement, are genuine, duly signed by authorized persons and comply with all the laws of the Republic of Lithuania;

7.2.5. on the day of signing the Agreement the Applicant is not instituted cases in court or arbitration and the Applicant is not aware of the fact that they are to be instituted, in which the decision may have an adverse effect on the Applicant's financial position and business or the

Applicant's ability to properly perform its obligations under the Agreement, and there is no reason to believe that such disputes or processes may occur in the future;

7.2.6. all conditions of the Agreement have been discussed individually with the Applicant before signing the Agreement, and the Applicant agrees with all the conditions of the Agreement;

7.2.7. it is familiar with all the provisions of the Agreement, and does not believe that any of the conditions are unfair, contrary to justice, reasonableness and fairness; confirms that this Agreement and the Bank's actions at concluding the Agreement are without prejudice to the rights and interests of the Applicant;

7.2.8. it is familiar with the Bank-approved *General rules for the servicing of Šiaulių bankas AB customers and provision of services, General rules for the provision of payment services and handling of the bank account of Šiaulių bankas AB* and *Šiaulių bankas AB standard rates of the services*.

7.3. If the Applicant after entering into the Agreement becomes aware of circumstances, contrary to the Applicant's representations and warranties, he must immediately inform the Bank in writing.

7.4. The Applicant's representative signing the Application undertakes to take the consequences to the Bank if the Agreement will be contested on the grounds that it was made in violation of the competence of the Applicant's governing bodies, beyond the powers conferred or in contrary to the Applicant's intentions.

## 8. LIABILITY OF THE PARTIES

8.1. The Applicant must compensate all losses incurred by the Bank due to the Applicant's outstanding or inadequately fulfilled obligations under the Agreement, as well as due to the fact that the Applicant's representations and warranties are untrue.

8.2. The Bank undertakes to fulfil all the obligations undertaken under the Agreement and to reimburse all the Applicant's direct losses suffered by the Applicant due to the fact that the Bank improperly performed the issued credit conditions.

8.3. The Bank is not responsible for the form, content, accuracy, authenticity, legal power of the documents submitted to it under the credit, also for the statements contained in such documents.

8.4. The Bank is not responsible for the consequences if credit advising bank or other banks fail to properly comply with their obligations under the credit terms and conditions. This is regardless of whether the credit advising bank was chosen by the Bank or by the Applicant.

8.5. The Bank is not responsible for the consequences if credit documents are damaged or lost during sending them by mail, courier or other transferring, become illegible, are sent late or not delivered due to postal or telecommunications problems.

8.6. The Bank is also not responsible for any errors in the translation of documents into another language or interpretation of technical terms.

8.7. The Bank is not responsible for the consequences resulting from the interruption of banking operations due to natural disasters, riots, social unrest, rebellions, wars, strikes, lockouts, or other events in the markets of events beyond its control.

## 9. OTHER TERMS AND CONDITIONS

9.1. The Bank has the right to transfer all or part of the Bank's rights and / or obligations arising from the Agreement to other parties. The Applicant shall be informed in writing about such transfer of the rights and / or obligations.

9.2. Without the Bank's written permission the Applicant is not entitled to transfer its obligations and / or agreed rights to third parties.

9.3. The Bank has the right to disclose information held by the Bank on the Applicant to other parties in the cases provided for in the laws of the Republic of Lithuania, as well as in the cases where the Applicant does not fulfil or improperly fulfils its obligations under the Agreement.

9.4. The Applicant agrees that until full execution of the Applicant's obligations under the Agreement, the Bank shall handle the Applicant's data, at Bank's request other parties, including public authorities, would provide the Bank with the available information, the data, including, but not limited to information about the Applicant's accounts, deposits and other assets, financial obligations and collaterals.

9.5. Party is exempt from liability for failure to comply with the Agreement, if such failures are due to *force majeure* i.e. the circumstances in which that Party could not control and reasonably foresee at the time of entering into the Agreement and prevent the way for occurrence of such circumstances or their consequences. *Force majeure* is not considered the fact that the Party does not have the necessary financial resources or Party's contractors are in breach of their obligations. Parties shall immediately inform each other about emergence of *force majeure* circumstances by fax, and then in writing. The Party, failing to inform the other Party of the *force majeure* circumstances, can not rely on them as a basis for exemption from liability for failure to comply with the Agreement. In the case of *force majeure* circumstances, parties shall be released from execution of their agreed obligations for the period of aforementioned circumstances, but no longer than six (6) months. If the basis of default due to *force majeure* persists for more than six (6) months, either Party shall have the right to terminate the Agreement. Upon termination of the Agreement, the Applicant shall, within sixty (60) calendar days from the date of termination meet all of the obligations under the Agreement.

## 10. FINAL PROVISIONS

10.1. The day of entering into the Agreement is the day of submitting the Bank the Application. Submission of Application to the Bank and its acceptance does not mean the Bank's commitment to issue a credit.

10.2. The Agreement is valid till the Applicant fulfils all obligations to the Bank under the Agreement.

10.3. Terms of the Agreement can be amended or added only when the Parties agree in writing. All amendments, appendices and annexes of the Agreement have the same legal value as the Agreement and are an integral part of the Agreement. The Parties agree that any hand-made annotations to the text of the Agreement are not the conditions of Agreement and have no legal effect.

10.4. Agreement's integral part are Bank-approved *General rules for the servicing of Šiaulių bankas AB customers and provision of services, General rules for the provision of payment services and handling of the bank account of Šiaulių bankas AB* and *Šiaulių bankas AB standard rates of the services*, which are not given to the Applicant, but the Applicant can familiarize with them on the Bank's website [www.sb.lt](http://www.sb.lt) and / or in the Bank's branches, customer service centers / customer service branches. Upon Applicant's request, the Bank may issue the Applicant copies of these rules and standards.

10.5. In the case of change of Parties' legal addresses, bank account numbers and / or other details, the Parties shall immediately, but no later than within five (5) business days inform each other. Party in breach of this requirement cannot claim and object that other Party's actions, made in accordance with the last known details, do not meet the terms of the Agreement, or that it did not receive messages sent to these details.

10.6. The Parties shall submit to each other all messages in the course of execution of the Agreement, upon signature, by post or fax, unless otherwise is stated in this Agreement. It is considered that the documents sent by the Bank to the last known address of the Applicant are received by the Applicant on the fifth (5th) calendar day following the date on which the Bank handed the documents dedicated for the Applicant to the postal services company. Faxed messages are deemed received on the day of sending, and if it was a non-business day, on the next business day. In the case of delivery upon signature, messages are deemed received on the day when the Applicant receives information to its address and signs the receipt. The Bank also has the right to submit the Applicant notifications, reports or other correspondence via bank's online banking system SB linija.

10.7. In the case the terms and conditions of this part of the Agreement the *General Terms and Conditions* are in conflict with the terms and conditions of the Application, terms and conditions specified in the Application should be adhered to; if Agreement terms and conditions are in contrary to the loan agreement terms and conditions in the Application, loan agreement terms and conditions should be adhered to.

10.8. Terms and conditions of the Agreement are confidential and shall not be made public without the consent of the other Party, with the exception of the cases provided for in the Agreement and the laws of the Republic of Lithuania. The information-disclosing Party shall promptly inform the other Party.

10.9. Agreement has been executed in accordance with the laws of the Republic of Lithuania. All disputes arising between the Parties on the implementation of the Agreement shall be resolved by negotiation. If Parties fail to come to an agreement, disputes shall be settled according to the laws of the Republic of Lithuania.

10.10. In the relations not covered in the Agreement the Parties shall be guided by the laws of the Republic of Lithuania and the secondary legislation.

10.11. The present Agreement is made in Lithuanian in two copies having equal legal power, one for each Party. In case the Agreement is concluded both in Lithuanian and foreign language and there are discrepancies between the different language versions or in case of disagreements arising from comprehension of text in the Agreement in different languages, the text of the Agreement in Lithuanian shall prevail.

The present translation is furnished purely for the Applicant's convenience. The original Lithuanian text of Documentary credit issuance agreement part *General terms and conditions* (Dokumentinio akredityvo išleidimo sutarties dalis *Bendrosios sąlygos*) is binding in all respects. In the event of any divergence between the English, and the Lithuanian texts, constructions, meanings or interpretations, the Lithuanian text, constructions, meanings and interpretations only shall prevail.