

# GENERAL TERMS AND CONDITIONS OF INVESTMENT SERVICES CONTRACT

1. DEFINITIONS
2. SUBJECT MATTER OF THE CONTRACT
3. SUBMISSION AND ACCEPTANCE OF ORDERS
4. CANCELLATION OF ORDERS AND CHANGE OF CONDITIONS
5. EXECUTION OF ORDERS
6. RIGHTS AND OBLIGATIONS OF THE BANK
7. RIGHTS AND OBLIGATIONS OF THE CLIENT
8. SERVICE FEES AND SETTLEMENT
9. CUSTODY OF FINANCIAL INSTRUMENTS AND FUNDS
10. LIABILITY OF THE PARTIES
11. VALIDITY AND AMENDMENT OF THE CONTRACT
12. CONTRACT TERMINATION
13. CLAIMS AND DISPUTE RESOLUTION PROCEDURES
14. MISCELLANEOUS

## 1. DEFINITIONS

Terms used in the *General Terms and Conditions of the Investment Services Contract* shall have the meaning given to them in this section; other capitalised terms shall have the meaning given to them in the General Rules or the Payment Rules. In the *General Terms and Conditions of the Investment Services Contract*, time limits shall be calculated and specified in calendar days, unless it is stated time limits are specified in working days.

**1.1. Personal Data Protection Rules** – the rules approved by the Bank regarding the processing of personal data in the Bank, which are an integral part of all services provided by the Bank and shall not be signed by the Client; however, the Client may access them on the website of the Bank [www.sb.lt/duomenuapsauga](http://www.sb.lt/duomenuapsauga) or at the customer service units of the Bank.

**1.2. Bank** – Public Limited Company Šiaulių bankas, the details and contacts of which are specified in the *Special Terms and Conditions* and the *General Rules*. The address of the Bank's website is [www.sb.lt](http://www.sb.lt).

**1.3. General Terms and Conditions** – these General Terms and Conditions of the Contract, approved by the Bank and not signed by the Parties, which form an integral part of the Contract and are available on the Bank's website or at the Bank's customer service units, or, upon the Client's request, the Bank will provide a paper copy of these General Terms and Conditions free of charge.

**1.4. General Rules** – the *General Rules for the Provision of Services of Šiaulių Bankas* approved by the Bank, which are available on the Bank's website [www.sb.lt](http://www.sb.lt) or at the Bank's customer service units, and upon the Client's request, the Bank will provide a paper copy of these Rules free of charge.

**1.5. CSD** – the Lithuanian branch of Nasdaq CSD SE, which performs the functions of a Central Depository in Lithuania in accordance with the requirements of Regulation (EU) No 909/2014.

**1.6. EEA** – European Economic Area.

**1.7. Electronic Channels** – an electronic system for trading securities online.

**1.8. EU** – the European Union.

**1.9. Financial Instrument or FI** – has the same meaning as in the Law on Markets in Financial Instruments.

**1.10. Investment Account** – an account opened at the time of signing this Contract by the Client, which is intended to pay for the purchased financial instruments, to receive funds for sold financial instruments, to store the Client's financial instruments and for other Transactions related to financial instruments.

**1.11. Client** – a natural or legal person specified in the special part of the Investment Services Contract to whom the Bank provides the investment services specified in the Contract and/or services related to investment services.

**1.12. Client Category** – the status granted by the Bank to the Client: Retail Client, Professional Client or Eligible Counterparty.

**1.13. Packaged retail investment products or PRIP** – an investment product where the amount reimbursed to a Retail Client depends on fluctuations in reference values or performance of one or more types of assets that are not directly acquired by Retail Client.

**1.14. Payment Rules** – the *General Rules for Provision of Payment Services of Šiaulių Bankas* approved by the Bank, which are available on the Bank's website or at the Bank's customer service units, and upon the Client's request, the Bank will provide a paper copy of these Rules free of charge.

**1.15. Retail Client** – a client that is not assigned either to Professional Clients or to Eligible Counterparties, i.e. who does not have sufficient knowledge, skills and experience to make informed investment decisions and make an appropriate assessment of the risks involved.

**1.16. Transaction** – purchase, sale, exchange, transfer, custody of FIs, as well as other transactions with financial instruments and/or cash related to the services provided by the Bank to the Client.

**1.17. KID** – a document prepared by the PRIP product manufacturer, which provides basic information and risks related to investments in PRIP.

**1.18. KIID** – a document containing the most important information about a collective investment undertaking and its management company.

**1.19. Professional Client** – the Client, which meets the criteria established for professional clients, specified in the Law on Markets in Financial Instruments of the Republic of Lithuania. If the Client is recognized as a Professional Client, the Bank provides investment services to such Client not applying safeguards at Client's choice, provided by the obligations set out in Article 29 (except for Parts 5 to 8), 30, 33 and 34 (1) of the Law on Markets in Financial Instruments of the Republic of Lithuania. The Client recognized as the Professional Client may apply for individual or all Client protection measures upon a separate written request. Higher level of investor protection is applied to the Client from the moment when a written Contract is signed between the Bank and the Client and the written arrangement that the Client will not be considered as a Professional Client enters into force.

**1.20. Eligible Counterparty** – as defined by the Law on Markets in Financial Instruments of the Republic of Lithuania. The Bank provides investment services to such a Client without complying with the obligations set out in Article 29 (except for Parts 5 to 8), 30, 33 and 34 (1) of the Law on Markets in Financial Instruments of the Republic of Lithuania. The Eligible Counterparty may ask to apply individual or all Client protection measures by a separate written request.

**1.21. Special Terms and Conditions** – the Special Terms of the Contract signed by the Client and the Bank and forming an integral part of the Contract.

**1.22. Contract** – this Investment Services Contract (as amended, supplemented and annexes added from time to time), which consists of the General Terms and Conditions and the Special Terms and Conditions. The General Rules, the Payment Rules, the Personal Data Protection Rules, the Terms and Conditions of Provision of Investment Services, the Procedure for Execution of Orders Regarding Financial Instruments, the Procedure for the Avoidance of Conflicts of Interest in the Provision of Investment Services, the Description of Financial Instruments and their Risks, and the Service Rates are an integral part of the Contract.

## 2. SUBJECT MATTER OF THE CONTRACT

**2.1.** Under this Contract, the Bank provides the Client with the following services (the "Services"):

**2.1.1.** Reception and transmission of Client's orders;

**2.1.2.** Execution of orders at Client's expense;

**2.1.3.** Safekeeping, accounting and management of financial instruments at Client's expense, including safekeeping of assets and other related services such as cash or financial collateral management, with the exception of top-tier management of securities accounts;

2.1.4. Upon the conclusion of additional Contracts between the Client and the Bank, the Bank may provide the Client other investment and/or additional services not specified in this item.

2.2. The relations between the Parties resulting from the implementation of this Contract shall also be regulated by the Civil Code of the Republic of Lithuania, the Law on Securities, the Law on the Markets in Financial Instruments, other laws and regulations, depositary regulations of the regulated markets or multilateral trading systems in which the order is executed as well as General Rules, the Terms and Conditions of Provision of Investment Services and other internal documents of the Bank regulating the performance of Transactions.

### 3. SUBMISSION AND ACCEPTANCE OF ORDERS

3.1. In order to execute Transactions, the Client undertakes to submit orders to the Bank directly/personally or through a duly authorized representative and provide all necessary information in the order for the Bank to properly fulfil the Client's will.

3.2. The Client has the right to submit to the Bank:

- 3.2.1. Orders to buy FI;
- 3.2.2. Orders to sell FI;
- 3.2.3. Orders to transfer FI;
- 3.2.4. Orders to change FI;
- 3.2.5. Requests to cancel the submitted order.

3.3. The Client shall submit orders in the following ways:

- 3.3.1. In writing at the Bank's branch;
- 3.3.2. In writing via Electronic Channels;
- 3.3.3. By telephone;
- 3.3.4. In writing via e-mail;
- 3.3.5. In another way acceptable to the Bank.

3.4. The following information must be indicated in the Order of the Client to the Bank:

3.4.1. The date and time of acceptance of the Order or investment decision (hours and minutes);

3.4.2. Data identifying the Client and the financial instruments with which the transaction is ordered;

3.4.3. The content of the Transaction (purchase, sale, exchange, free transfer, etc.);

Any other data and information required by the Bank, the legislation or a third party related to the Transaction.

3.5. Order validity period must be indicated in the Order. If the term is not specified, the Order is valid for one trading session. Orders not executed before their validity date shall expire.

3.6. The Bank has the right to refuse to accept the Order if the Order does not conform to the form established by the Bank and does not contain sufficient information to enable the Bank to properly fulfil the Client's will, is submitted in a manner inconsistent with the Contract or in violation of other conditions stipulated in the Contract. The Bank has the right to refuse to accept any Client's Order or to refuse to execute the received Order without specifying the reasons if, at the discretion of the Bank, the submission or performance of the Order would be in conflict with any legal requirements, rules of the market in which the Order should be executed, good market practice or other reasons for which, in the opinion of the Bank, the acceptance and/or execution of the respective Order is not practicable or possible.

3.7. The Parties agree that by submitting Orders by telephone or in other unwritten form, also by e-mail or via Electronic Channels, the Bank has the right to record the conversations with the Client and to store all electronic communications with the Client. The Bank has the right to use sound recordings and electronic communications as evidence in the disputes between the Parties. When giving an Order by telephone, e-mail or via Electronic Channels, upon request of the Bank, the Client must indicate the Client's identifying data (name, surname, personal identification number, username, etc.). At the request of the Client, such records/communications may be disclosed to the Client within ten (10) years from the date of the recording or electronic communication. The Bank has the right, at its discretion, to set a reasonable charge for the provision of such information.

3.8. Orders to sell or otherwise transfer, pledge or otherwise burden FI, which are the joint ownership of spouses, may be submitted only by both spouses, except in cases where the Client acts on behalf of the spouse on the basis of a proxy issued by the latter or other legal basis for representation. For FI, which are the joint ownership of spouses, telephone Orders are accepted only if the Bank has been provided with written authorization of the Client's spouse in accordance with the requirements established by law. Orders for FI, which are the personal property of the Client in a marriage, can be provided by the Client only if the Bank receives the acceptable documents confirming the fact of personal ownership.

3.9. The Bank, after accepting the Client's Order, will provide the Client with confirmation of acceptance of the Order:

3.9.1. If the Order was accepted by telephone, via e-mail or at the Bank's branch, the Bank will provide confirmation to the Client of the acceptance of the Order via e-mail;

3.9.2. If the order was accepted via Electronic Channels, the status of the Order will be available to the Client via the Electronic Channels.

3.10. The Client undertakes, before submitting to the Bank a request to sell FI, to ensure that there is a sufficient number of FI units in the Investment Account, and/or to transfer the corresponding number of FI to the Investment Account or, together with the FI sales order, to submit the Bank the request to transfer the FI, while committing not to dispose of the specified number of FI units in the Investment Account before the moment of execution or cancellation of the Order. With the Bank's consent, the Client may accumulate the required number of FI after placing the order for FI sale, but in any case, such FI must be transferred to the relevant Investment Account no later than before 12:00 of the settlement date.

3.11. The Client undertakes, prior to submitting to the Bank an order to buy FI, to ensure that the Investment Account has a sufficient amount of cash and/or to transfer the necessary amount of cash into this account, while committing not to dispose of the amount of money indicated in the Order until its execution or cancellation. With the Bank's consent, the Client has the right to transfer the required amount of funds to the Investment Account after submitting the Order to buy the FI, but in any case, the required amount of funds must be transferred no later than before 12:00 of the settlement date.

3.12. The Client, upon signing the Contract, gives his/her repeated consent and instructs the Bank, in the course of execution of the Client's Orders, to buy FI and dispose of the funds of the Client held in the Client's Investment Account. In cases where the Client's funds in the Investment Account are insufficient, the Bank, without a separate instruction of the Client, has the right to use funds in other Client's accounts in the Bank, if necessary, to change any currency in the accounts into the currency required for settlement (if there are several currencies, the currencies are changed in accordance with the Bank's established currencies exchange priorities) according to the non-cash (currency) purchase/sale rate established by the Bank at that time.

3.13. The Bank may allow Clients to dispose of FI trading funds and FIs for exchange traded FI transactions for which the settlement cycle has not expired. If the counterparty delays settlement of the Client's Transactions for reasons beyond the Bank's control, the Transactions may be settled with the Bank's funds until the counterparty has fulfilled its obligations. In any event, upon the occurrence of the circumstances referred to in this paragraph above, the Client shall immediately accumulate the necessary funds to cover the Client's obligations to the Bank.

3.14. The Bank may also accept Client's Order in cases where the FIs are held with another FI account manager, but the Client is responsible for providing the necessary instructions and directions to that FI account manager for proper execution of the Transaction.

### 4. CANCELLATION OF ORDERS AND CHANGE OF CONDITIONS

4.1. The Client shall have the right to cancel any type of Order which has not expired and which has not been executed or has been partially executed by the Bank. If the Client cancels an Order that has been partially executed by the Bank, it is considered that only the part of the Order that has not been executed is cancelled.

4.2. The Order is considered cancelled if the Bank receives from the Client a notice of cancellation of the Order in accordance with the requirements of the Contract and legal acts before the Bank starts executing the Order. The Bank shall provide notice of the cancelled Order in the same manner as the Order was received. Submission of Order cancellation is subject to the same procedure as for the submission of Orders specified by this Contract.

4.3. The Client has the right to change the terms of the submitted Order only by cancelling the previous Order and submitting a new Order in accordance with the procedure established by the Contract.

4.4. An Order may be unilaterally cancelled by the Bank if, prior to the end of the execution of the Order, the Bank receives information about a FI event which has a significant impact on the structure of the FIs referred to in the Order (e.g., in the event of a cancellation of the FIs or a consolidation of FIs).

### 5. EXECUTION OF ORDERS

5.1. The Bank accepts and executes Orders in accordance with the terms specified in the Order and on the best conditions for the Client. In the event that no specific conditions are specified in the Order, the conditions set out in this Contract and the Procedure for the Execution of the Orders for Financial Instruments (the Order Execution Procedure) shall apply. The Client agrees that his/her Orders will be executed,

without a separate consent, outside the regulated market and the multilateral trading system.

5.2. The Bank has the right to execute the Order without complying with the conditions specified in the Order if, in certain circumstances, this is necessary for the Client's interests, and the Bank was not able to ask the Client in advance or the Client did not respond in time to the Bank's enquiry. In the event specified in this paragraph of the Contract, the Bank shall immediately inform the Client that the Order has been fulfilled under conditions other than those specified in the Order. The Bank has the right to execute the Order on better conditions than those specified in the Client's Order, without first notifying the Client thereof.

5.3. The execution of the Order shall start immediately, but not later than by the end of the next Bank's working Day, unless stated otherwise in the Order or the immediate execution of the Order may be disadvantageous to the Client in accordance with the Order Execution Procedure. In the cases specified in paragraphs 3.10-3.11 of the General Part of the Contract, the execution of the Order shall start when the Client collects the necessary number of FI in the Investment Account or accumulate sufficient funds in the personal Investment Account, unless otherwise agreed by the Client with the Bank.

5.4. In cases where due to certain obstacles the Bank cannot start executing all or some of the terms of the Order, or all or some conditions of the Order cannot be fulfilled within a reasonable time due to the circumstances within or outside the regulated market where the Order is executed, the Bank shall inform the Client within a reasonable time in the same manner as when providing the Client with confirmation of receipt of the Order and its execution.

5.5. The Client agrees that the Order placed by him/her may be executed by joining the Order with the Bank's and/or other Bank's clients' Orders in accordance with Order Execution Procedure.

5.6. The Bank, upon fulfilment of the Client's Order, notifies the Client, at the latest on the following working day, of the execution of the Order:

5.6.1. If the order was accepted by telephone, by e-mail, at the Bank's branch, the Bank will provide confirmation of the execution of the Order to the Client by e-mail;

5.6.2. If the order was submitted via Electronic Channels, the status of the order will be available to the Client via Electronic Channels.

5.6.3. Upon Client's request, the Bank shall provide the Client with confirmation of the execution of the Order at the Bank's branch.

5.7. In the event that the Bank receives a confirmation of an executed Client's order from a third party, the Bank notifies the Client in accordance with the procedure set forth in paragraph 5.6 of the General Part no later than on the following working day.

## 6. RIGHTS AND OBLIGATIONS OF THE BANK

### The Bank undertakes:

6.1. Where the Bank is required to ensure the execution of Orders for the Client on the Client's best terms, to execute the Client's Orders in regulated markets or multilateral trading systems or outside the regulated market or multilateral trading system on the best terms and conditions for the Client in accordance with the Bank's Order Execution Procedure;

6.2. To carry out operations for the management of the Investment Account in accordance with the laws, the resolutions of the Bank of Lithuania and the instructions of the Central Securities Depository;

6.3. After execution of Transactions, to make the corresponding entries in the Investment Account;

6.4. After execution of the Order to sell FI and having received funds for FI sold, to transfer funds to the Client's Investment Account no later than within one (1) business day from the date of receipt of the funds. In case the money received from sale of FI is transferred directly to the Client not through the Investment Account, the Bank is not responsible for the transfer of funds to the Client's Bank account in a timely manner. In the event that the Client has arrears with the Bank, the Bank is entitled to deduct all amounts that the Client must pay to the Bank from such funds, including, but not limited to, all interest and Bank losses;

6.5. At the request of the Client, to provide all information about the status of the Order placed by the Client;

6.6. The Bank, while safekeeping the Client's FI in the Investment Account, undertakes:

6.6.1. To pay dividends, interest and other payments, as well as funds received after FI redemption period expires and FI buyer redeems the FI, to the Client's Investment Account specified in the Contract no later than within three (3) business days from the receipt of these funds. In the event that the Client has arrears with the Bank, the Bank is entitled to deduct all amounts that the Client must pay to the Bank from such funds, including, but not limited to, all interest and Bank losses. The Bank is not liable for any late payments and orders from issuers or other persons. If the Client requests the funds to be transferred to

another account of the Bank or other credit institution than the one specified in the Contract, he/she must notify the Bank in writing no later than one (1) business day before the date of transfer of funds;

6.6.2. At the Client's request, to start execution of FI transfer immediately, but not later than by the end of the next working day from the receipt of the Client's request, if the Client is not indebted for the concluded transactions and the services provided by the Bank;

6.7. To provide to the Client advance (ex-ante) information on costs and taxes related to the FI and the services provided under the Contract. A detailed summary of ex-ante disclosures about FI costs and fees will be provided in cases where the Bank recommends or suggests to the Client to enter into a FI transaction or the Bank is obliged to provide the Client with the KID/KIID related to the FI concerned. The ex-ante information on costs and fees will be based on exemplary terms and will not be individualized;

6.8. If the Bank accounts for Retail Client's positions in respect of weighted financial instruments, the Bank will inform the Retail Client, when the starting value of each such FI will decrease by 10%, and then every time it will decrease by 10%. In accordance with the procedure set out in this section, information will be provided to the Retail Client for each relevant FI, each time, when the 10% loss limit is exceeded. The report will be submitted to the Retail Client at the latest by the end of the Bank's working day, after the exceeding of the threshold has been established, or if the threshold is exceeded and calculated not on the Bank's business day – by the end of the working day following it;

6.9. At least once a quarter, to prepare for the Client a report of FI accounted by the Bank about the FI held by the Client at the end of the reporting period, and no later than within one month after the end of the quarter in question, to provide this information to the Client;

6.10. No later than within 3 months after the end of the relevant year, to submit to the Client an annual follow-up (ex-post) information on all incurred expenses and fees and other payments related to investment and/or additional services in cases where the Bank recommended or proposed to the Client to conclude a FI Transaction or the Bank was obliged to provide KID/KIID to the Client related to the respective FI and the Bank has maintained or maintains a continuous relationship with the Client throughout the year. Such information will be based on the actual costs incurred by the Client and will be personalized in relation to the Client;

6.11. The Bank shall submit the reports referred to in paragraphs 6.8–6.10 of the General Part of the Contract to the Client by e-mail or via the Internet Bank. If the Client does not use the Internet Bank or has not provided the e-mail address, the Client will be able to receive the reports in the Bank's customer service units.

### The Bank shall have the right:

6.12. To refuse to execute the Client's Order to sell or transfer FI, execute the Client's payment Order to transfer funds to another bank, credit institution or other account if:

6.12.1. The Client's FI or monetary funds are pledged and/or transferred to the Bank as a collateral holder or the Bank keeps them on the order of the collateral holder or the Client's right to dispose of FI or cash funds held in the Client's Bank account is restricted otherwise in accordance with the procedure established by laws or other legal acts;

6.12.2. The Bank is given the Client's order according to which Client's monetary funds are to be used to pay for the FI and which at the time of submission of the payment order is not cancelled in accordance with the procedure established by the Contract;

6.12.3. The Client has not paid to the Bank the fees payable under the Contract.

6.13. To restrict the Client's right to dispose of the funds in the Investment Account in the payable and/or other currencies required for the payment if the Investment Account does not have or has insufficient funds in the currency to be paid before the settlement or before the cancellation of the Order;

6.14. To refuse to accept Orders or to restrict the provision of services if the Client does not have a valid LEI, if LEI is required for the Transaction in accordance with the applicable legislation;

6.15. To refuse to accept any Client's Order or refuse to execute an accepted Order without giving reasons, if, in the opinion of the Bank, the submission or execution of the Order contravenes the requirements of legal acts, rules of regulated markets, multilateral trading system, organized trading system or, if concluded outside of them, counterparty rules, good market practice and/or there are other reasons why the Bank considers the acceptance and/or execution of the relevant Order not practicable or possible.



6.16. To restrict the Client's right to dispose of the FI in the personal Investment Account required for settlement before the settlement or before the cancellation of the Order;

6.17. To transfer the orders submitted by the Client to another person chosen by the Bank, who has the right to provide the relevant investment services, if the Client submits an Order which the Bank cannot execute directly or, in the opinion of the Bank, such transfer does not affect the quality of execution of the Order;

6.18. When concluding a PRIP transaction by telephone, the Bank may inform the Retail Client that submission of KID before entering into PRIP is impossible. In such cases, the Bank may submit KID to the Client after the conclusion of the PRIP transaction by sending KID by e-mail indicated by the Client in the Contract or via the Internet Bank. After the Bank informs the Client that it is not possible to submit KID before the conclusion of the transaction, the Retail Client has the right to postpone the conclusion of the PRIP transaction and request the Bank to submit KID for inspection before the PRIP is concluded.

## 7. RIGHTS AND OBLIGATIONS OF THE CLIENT

### The Client undertakes:

7.1. Immediately, but no later than within 5 working days, to inform the Bank if there is a change:

7.1.1. In the details of the person indicated in the Special Part of the Contract representing the Client (name, surname, etc.);

7.1.2. In the legal entity name, legal form, office, registration number, representative, contact details or other data;

7.1.3. In the name, surname, family status or other data of the natural person;

7.2. Within fourteen (14) calendar days after receipt of the Bank's request, to submit any documents required by the Bank for the execution of Orders and other Transactions;

7.3. To ensure that the Bank can at any time get acquainted with the financial statements of the Client (legal entity);

7.4. To ensure that if the Client's (natural person's) spouse cancels the authorization for the Client to perform transactions with the FI which are the joint property of the spouses or after termination of such authorization on other grounds, or if the Client's privately owned FIs become the jointly owned property of the Client and the Client's spouse or if the Client's rights in respect of such FIs are encumbered on other grounds, the Bank shall be immediately informed of the same. If the Client fails to fulfil this obligation or fulfils it improperly, he/she shall compensate the Bank for any losses incurred thereon;

7.5. To provide the Bank with data describing the Client's knowledge related to specific investment services or FI, investment experience and other data and documents required by the Bank which the Bank is entitled to claim in accordance with the laws and other regulatory acts of the Republic of Lithuania and which are necessary for the provision of services to the Client;

7.6. To ensure that the information provided to the Bank in paragraph 7.5 of the General Part of the Contract is correct and complete. The Bank will use the most recent information provided to the Bank by the Client and the Client's representative when providing services to the Client. In the event that the Client provides inaccurate or incomplete information or fails to update the changed information provided to the Bank, the Bank will not be able to assess whether the investment services or the FIs provided to the Client are acceptable to the Client, when the Bank has a duty to make such assessment;

7.7. Not to disclose information related to investment services received from the Bank, including that received via online FI trading system from any regulated market or multilateral trading system, to any third party;

7.8. To adhere to the rules of all regulated markets where the Client will place Orders;

7.9. On its own initiative, to take measures to reduce the potential loss risk of investment in FI;

7.10. Not to enter into transactions in violation of the prohibitions/restrictions imposed by the legal acts of the Republic of Lithuania and the European Union on market abuse, i.e. to place Orders for entering into FI transactions using insider information, to manipulate the FI market (or attempt to do this);

7.11. To independently collect information about the rights and obligations arising from the FI, their changes and fulfil all obligations arising from the FI held;

7.12. Not to disclose to third parties any information related to products specifically prepared for him/her and individually applied rates, if applicable;

7.13. Without prior written permission of the Bank, not to transfer his/her rights and obligations under the Contract to third parties;

7.14. To compensate the Bank for all fines paid by the Bank to third parties due to non-performance or improper performance of the Client's obligations under this Contract;

7.15. If he/she mistakenly receives cash or FIs transferred to the Investment Account in error, he/she shall immediately inform the Bank thereof and return the cash or FIs unduly received;

7.16. At the Bank's request, within a specified time limit, to provide information on the origin of his/her funds, provide information about the Client's final beneficiaries, explain the objectives of the Transactions executed.

7.17. Not to use the services provided by the Bank in order to legalize the criminal proceeds/property, to not carry out any transactions with persons suspected of money laundering and/or financing of terrorism or subject to international sanctions and which are included in the lists drawn up by the competent authorities of the Republic of Lithuania or international organizations, engage in fraud or other unlawful activities;

7.18. On its own initiative, to take measures to reduce the potential loss risk of investment in FI.

### The Client shall have the right:

7.19. To submit to the Bank a written request to change the category granted to the Client in order to achieve a higher or lower level of protection of interests;

7.20. When concluding a PRIP Transaction by telephone, after the Bank informs the Client that it is not possible to submit the KID before the conclusion of the Transaction, the Retail Client has the right to postpone the conclusion of the PRIP Transaction and request the Bank to submit KID for inspection before the PRIP Transaction is concluded;

7.21. To receive information on the investment services and products provided by the Bank and their risk, as specified in the Description of the Financial Instruments and Their Risks, at any of the Bank's customer service units and to access this information on the Bank's website [www.sb.lt](http://www.sb.lt).

### The Client confirms that:

7.22. He/she is aware of the Bank's duty to provide information about the Client and his/her transactions in the cases provided for in the laws of the European Union and/or the Republic of Lithuania;

7.23. He/she is aware that the Bank will not be able to fully assess whether the Client's needs, attributes and objectives are consistent with the needs, attributes and objectives of the FI target market in cases where the Bank does not offer or does not recommend the Client to enter into a FI transaction and during the admissibility test the Bank has received insufficient information from Client or the Client independently accepts the investment decision for the FI Transaction and therefore the Client assumes all risks related to the conclusion of such FI Transaction;

7.24. He/she is aware that the Bank, in accordance with the procedure established by legislation, will assess whether the particular Services and other investment services and FI are appropriate or acceptable to the Client only in cases where the applicable legislation provides for such an assessment to be mandatory;

7.25. He/she is aware that if the Client submits an Order on his/her own initiative in respect of FIs which are considered to be non-complex financial instruments under the legislation of the Republic of Lithuania (shares traded on a regulated market, debt securities, securities issued by coordinated collective investment undertakings, etc.), the Bank, regardless of whether or not the Client has provided the Bank with information on his/her investment experience and knowledge, will not assess whether the execution of such Order in respect of non-complex FIs is acceptable to the Client;

7.26. He/she is aware that the Bank may refuse to provide custody services in respect of certain types, classes or issuers of FIs, as well as FIs traded on certain markets, even though the Bank has provided custody services in respect of such FIs at the relevant time. The Client is also aware and unconditionally agrees that in such case the Client shall be obliged to indicate to the Bank another custodian of the FI accounts to which the Bank may transfer the FIs referred to in this paragraph above;

7.27. He/she is aware that, where the Client is classified as a Professional Client, the Bank shall have no obligation to assess such Client's knowledge and experience in relation to the relevant investment services or FIs.

7.28. He/she is aware that a copy of recorded messages and conversations with the Client at the Client's request will be available for a period of ten (10) years from the moment the record was made;

7.29. He/she has and, during the period of validity of the Contract, will have full access to the Internet and will have access to the documents specified in the Contract, which are available on the Bank's website;

7.30. He/she is aware that the Bank's actions will be based on the assumption that the Client will immediately get acquainted with the Bank's notices of execution of Orders, statements of accounts and

other information, and will review Transaction confirmation notifications and immediately notify the Bank of the errors detected;

7.31. He/she is aware that the rights of the Client to FIs issued by foreign issuers or funds kept abroad may vary depending on the laws of jurisdiction, followed when investing in such FIs or keeping funds;

7.32. Regardless of the provisions of any agreement entered into between the Bank and the Client, the depository that holds the Client's FIs or funds may have a retention right with respect to such property (Client's FIs or funds), to make a set-off using such property or other security collateral.

## 8. SERVICE FEES AND SETTLEMENT

8.1. For the services provided, the Client undertakes to pay the Bank the fees valid at the time of the provision of services in accordance with the rates established and approved by the Bank, as well as to cover all other costs actually incurred by the Bank related to the performance of the Contract, including but not limited to currency conversion costs, expenses for account managers, brokers or other third parties (subkeeping, stamp and/or FI processing fees, etc.) or related to debt recovery under the Contract and/or other Bank's expenses incurred or to be incurred by the Bank in providing the services specified in the Contract to the Client (provision of information to foreign intermediaries, preparation, translation and forwarding of documents, postal costs, etc.), as well as the fees imposed by foreign countries.

8.2. The Bank has the right to unilaterally change the rates of Investment Services and undertakes to publish the change of rates no later than thirty (30) calendar days in advance on the Bank's website [www.sb.lt](http://www.sb.lt) and to inform the Client in person using the contacts specified by the Client by e-mail, SMS or mail (the method of communication shall be chosen by the Bank) and the Internet Bank used by him/her. The Bank shall also undertake to provide the Client possibility to familiarize with the future change of rates at the Bank's customer service units. The notification of the changes to the Investment Service rates submitted in this way shall be deemed duly given and served to the Client. If, within thirty (30) calendar days after the submission of the notice of changes, the Client fails to submit a written request to terminate the Contract or request to terminate the provision of a particular service or continues to perform the Transactions, it is considered that the Parties to the Contract have agreed on the new rates, and the Client subsequently has no right to bring disagreement and claims regarding such changes to the Bank.

8.3. The Bank shall, without the Client's separate instruction and consent, debit all the fees payable under the Contract, from the Client's Investment Account specified in the Special Part of the Contract, and if there are insufficient funds in it, from any other account of the Client in accordance with procedure set in the bank account contract concluded by the Bank and the Client on the day of the Transaction execution or provision of other service or on the day of payment of the FI custody fee established by the Bank (if the fee is paid monthly, quarterly or annually, the Bank shall write it off immediately after the end of the relevant period).

8.4. Fees are debited in the currency they must be paid to the Bank. In the event that there are no funds in the payable currency in the Client's Cash Account indicated in the Special Part of the Contract or they are insufficient, the Bank shall, without the individual instruction of the Client, convert any other currency in the Client's accounts into the currency to be paid according to the Bank's applicable rate of purchase/sale of non-cash money (currencies).

## 9. CUSTODY OF FINANCIAL INSTRUMENTS AND FUNDS

9.1. The Bank shall open and manage Investment Accounts on behalf of the Client, in which only such FIs may be accounted for as may be accounted for by the Bank in the Investment Accounts opened with the Bank. The Bank may refuse to accept for inclusion in the Investment Account FIs issued by certain types, classes or issuers as well as FIs traded on certain markets.

9.2. The Bank, while holding the Client's FIs and in order to ensure security of the Client's FIs and monetary funds, segregates the Client's monetary funds and FIs from the property of the Bank and other Bank's clients.

9.3. The Bank keeps the Client's FIs, which are issued by foreign-registered issuers, in the credit institutions registered in Lithuania or foreign countries of other institutions that are entitled to provide FI custody services, and therein:

9.3.1. On behalf of the Bank, opens the Client's omnibus account, in which the Client's FIs are separated from the Bank's assets, and the corresponding entries are made in the Client's FI personal account with the Bank; or

9.3.2. On behalf of the Client, opens an account in which only the Client-owned FI are kept (costs borne by the Client); or

9.3.3. ***In exceptional cases where it is impossible to open the accounts specified in paragraphs 9.3.1 or 9.3.2, opens FI accounts in the name of the Bank, in which the Client's FI are not segregated from the assets of the Bank and other Bank's clients. In this case, the FI custodian can direct the satisfaction of its claim rights to the Bank and/or other Bank Clients towards the FIs in such an account.***

9.4. The Bank may not enter into agreements on a FI financing transaction where the subject of the agreement is the Client's FIs held by the Bank, or otherwise use the Client's FIs for its own account or for the account of another client of the Bank or another person, except where the following conditions are met:

9.4.1. The Client has given the Bank his/her express prior consent to use the FIs belonging to him/her under certain conditions;

9.4.2. The use of the Client's financial instruments must be subject to specific conditions to which the Client agrees.

9.5. The Bank shall not be entitled to enter into agreements on a FI financing transaction where the subject of the agreement is the Bank's Client's FIs held in an omnibus account opened and maintained by a third party, or otherwise to use the FIs held in such an omnibus account, either for its own account or for the account of another of the Bank's clients or any other person, except where, in addition to the conditions set out in paragraph 9.4 of the Contract, one or more of the following conditions are met:

9.5.1. Each Client whose FIs are held in the same omnibus account opened in the name of the Client has given its express prior consent;

9.5.2. The Bank has adequate systems and controls in place to ensure that only those FIs belonging to Clients who have given their explicit prior consent in accordance with the procedures set out in paragraph 9.4 of the General Part of the Contract are used.

9.6. In the event that the Client's FI or monetary funds are kept abroad, the Client's FIs and funds shall be insured in accordance with the law of that state.

9.7. The Client must note that:

9.7.1. In the event that the Client acquires FIs which are issued by foreign-registered issuers, they are kept abroad and the law of the foreign FI issuer's state is applicable to them. In this regard, the rights granted to the Client by FI or funds may be different;

9.7.2. Regardless of this Contract, the FI custodian may have the rights of obligation enforcement, property retention or counterclaim set-off in respect of these FIs or funds.

9.8. The Client is solely responsible for timely submission of notices about acquisition of FI blocks in accordance with the applicable law and is aware that the Bank does not provide such messages on behalf of the Client, unless otherwise agreed by the Parties in writing for such notifications.

9.9. The Client will independently exercise the rights and obligations conferred by the Client's FIs deposited with the Bank.

9.10. The Bank is not liable for any losses and/or expenses and/or restrictions and/or loss of rights of the Client incurred or arising from fact that the Client does not perform or improperly performs the requirements provided for in the legal acts of the Republic of Lithuania or foreign countries to disclose information about FI transactions (block acquisitions, management transactions, etc.).

9.11. The Bank informs that funds held in the bank account with the Bank and the Bank's liabilities to investors are insured by the State Enterprise Deposit and Investment Insurance, as provided for in the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania (the "Law"), except for deposits and liabilities to investors that are not considered insurance objects as such provided for in the said Law.

9.12. The Bank shall keep the FIs issued by foreign issuers in the FI accounts maintained by foreign-based FI account managers, in accordance with the requirements of the legislation of the country where the FI account is opened, the relevant market practices, the requirements of the relevant account manager and the terms of the agreement with such account manager. The Bank will select the foreign-based custodians of the FI accounts at its discretion and will also give such custodians the right to store FIs of foreign issuers with other custodians when the relevant custodian is not able to store the relevant FIs directly. The Bank will select foreign custodians for foreign FIs in accordance with criteria established by the Bank and the principles of reasonableness and fairness. The foreign-based custodian that will store the Client's FIs in accordance with this paragraph may have enforcement, lien, attachment or set-off rights in respect of the Client's FIs held in its custody in relation to the Client's FIs, which may result in a change in the safeguards in relation to the storage of FIs.

9.13. The Client's FIs belonging to foreign issuers will be stored with foreign FI account managers in FI accounts opened in the name of the

Bank, with an indication that the FIs held in such accounts are owned by the Bank's clients. In the event that such possibility is not available in accordance with the requirements of the legislation of the country in which the FI account is opened, the Bank will store the FIs of foreign issuers at its discretion in the FI accounts opened in the name of the Bank together with the FIs belonging to other clients and the Bank, in the FI accounts opened in the name of the Bank where the FIs are stored separately from the FIs belonging to other clients of the Bank and/or the Bank, which may result in changes in the security measures relating to the storage of FIs.

9.14. If the Bank holds the Client's FIs in an FI account managed by a foreign FI account manager in the name of the Bank and in the country in which such foreign FI account manager operates, it is not possible to indicate that the FIs held in such FI account are owned by the Bank's clients, which would result in the FIs held in such account being deemed to be the property of the Bank in that country, and the Bank has informed the Client to that effect, the Client must obtain prior written consent of the Bank before acquiring a block of FIs (five per cent or more of the relevant issue of FIs) in such country. In such case, the Bank shall have the right, at its sole discretion, to require the Client to open a FI account in its own name in such country and to transfer the FIs of the relevant issuer to such account, or to refuse to grant the Bank's consent referred to in this paragraph above.

9.15. The rights of a Client to FI issued by foreign issuers or funds kept abroad may vary depending on the laws of jurisdiction, followed in the course of investing in such FI or keeping funds.

9.16. Regardless of the provisions of any agreement entered into between the Bank and the Client, the depository that holds the Client's FIs or funds may have a retention right with respect to such property (Client's FIs or funds), to make a set-off using such property or other security collateral.

9.17. The Client is informed that in certain cases, due to foreign legal acts, the transfer of financial instruments of foreign issuers from one account manager to another account manager is possible only with the conclusion of a transfer transaction in a regulated market or multilateral trading system.

9.18. The Bank shall inform the Client of:

9.18.1. Shareholders' meetings of public limited liability companies registered in EU or EEA Member States, about which the Bank has received information from the CSD or the foreign FI account manager;

9.18.2. FI events of public limited liability companies incorporated in the EU or EEA Member States where the issuer has granted the FI holders the right to choose the benefits to be received, of which the Bank has received information from the CSD or the foreign FI account manager.

9.19. The Bank shall not be obliged to inform or advise the Client of meetings of FI holders, events or other actions in relation to FIs which fall outside the scope of paragraph 9.18 of the General Part of this Contract and the Client shall be obliged to independently obtain information on such FI events and actions of the issuer using other sources of information.

9.20. The Bank shall not be responsible for the accuracy or completeness of any information received from the issuer or third parties regarding FI events or for informing the Client about FI events.

9.21. The Bank shall not be responsible for the transmission of information to the Client if the issuer has transmitted the disclosure of information to the holders of the FIs issued by the issuer to the CSD or to the foreign FI account manager, but the information has not been transmitted to the Bank for any reason.

9.22. The information referred to in paragraph 9.18 of the General Part of the Contract, as well as other information relating to the actions of the issuers of FIs which the Bank has decided to disclose at its sole discretion, shall be provided by the Bank to the Client by e-mail.

9.23. Upon receipt from the Client of information on the exercise of shareholder rights in public limited companies incorporated in EU or EEA Member States, the Bank shall immediately forward it to the CSD or the foreign FI account manager. Once the information has been forwarded to the CSD or the foreign FI account manager, the Bank shall not be liable for any acts or omissions of the CSD or the foreign FI account manager in connection with the further forwarding of such information to the issuer.

9.24. If the Bank, through the CSD or foreign FI account manager, receives confirmation from a public limited liability company registered in a Member State of the EU or the EEA of the receipt of the Client's votes at a shareholders' meeting where voting was conducted by electronic means and/or of the registration of the votes cast by the Client in accordance with the law, the Bank shall immediately forward such confirmation to the Client.

9.25. The Bank shall have the right to disclose, in accordance with the procedure and to the extent prescribed by law, information about

the Client and the Client's FIs issued by an issuer registered in an EU or EEA Member State.

9.26. In addition to any other information obligations imposed by or arising under this Contract, the Client shall provide, at such time and in such manner as the Bank may determine, such information as may be requested by an issuer of shares registered in an EU or EEA Member State whose shares are owned by the Client in order to comply with any request for information from a CSD, foreign central securities depository or foreign custodian of FI accounts.

9.27. The Bank's provision of information to the Client regarding FI events shall be deemed to be a mere provision of information and shall not be construed as advice, suggestion or recommendation to take any specific action in respect of the relevant FIs.

9.28. During a FI event, the Bank shall comply with the regulations of the relevant central depository or FI settlement system or with any instructions or directions received by the Bank from the central depository or FI settlement system or from the person to whom the relevant FIs relate. In the course of servicing a FI event, the Bank shall be entitled to provide information about the Client to CSD, foreign central depositories, FI settlement systems or financial intermediaries involved in the custody of the Client's FIs, provided that such information is necessary to enable the Bank to take the necessary action in relation to the Client's FIs in accordance with the rules governing the relevant depository or financial intermediary. The Bank shall not be liable for any loss or expense that the Client may incur as a result of the Bank's compliance with the above rules or instructions.

9.29. The Client acknowledges that he/she is aware that during certain FI events the Bank has the right, without the Client's instruction, to block the FIs in the Client's account until the end of the FI event. The Bank shall not be liable for any loss suffered by the Client as a result of the Client being unable to dispose of such FIs during the said period.

9.30. Documents provided by the Bank to the Client to inform the Client of FI events may be provided by the Bank in the language in which they were transmitted to the Bank.

## 10. LIABILITY OF THE PARTIES

10.1. If the Client has missed the terms for payment of amounts due under the Contract, the Bank shall have the right, without separate instruction and consent of the Client, to debit the amounts due under the Contract from any Client's accounts with the Bank. In the absence of sufficient funds in the Client's bank accounts with the Bank, the Bank has the right, without separate instruction and consent of the Client, to debit the amounts payable under the Contract from all Client's accounts in other banks or credit institutions in accordance with debit orders issued and signed by the Bank. This Contract is the Client's multiple consent to debit his/her late payment to the Bank from all Client's accounts in all banks or credit institutions in accordance with the Law on Payments of the Republic of Lithuania. This consent may not be revoked without the written consent of both Parties to this Contract. In the event that the funds in the Client's accounts are not available of insufficient in the currency payable, the amounts debited shall be converted into a payable currency, without the Client's separate instruction, according to the Bank's non-cash (currency) sale/purchase exchange rate set on that day. The Contract is also an unconditional multiple consent of the Client to receive all information about the Client's funds located in all Client's accounts opened with credit institutions in cases where the Client is past due to pay the required amounts to the Bank.

10.2. By this Contract, the Client expresses multiple consent and instructs the Bank, at its (Bank's) discretion, to register Orders for sale of the Client's FIs on behalf of the Client if:

10.2.1. In the Client's accounts opened with the Bank, for more than three (3) months, there are no funds enough to pay to the Bank under the Contract, in which case the Bank sells only the amount of FIs for which the funds received would be sufficient to pay the fees specified in this paragraph of this Contract and so that the Client would incur minimum losses;

10.2.2. The Client does not designate a new FI account manager upon termination of the Contract on any grounds and it is not possible to transfer the management of the FI accounts to the authorised public intermediaries authorised by the issuers.

10.2.3. The Client does not designate a new FI account manager when the Bank ceases and/or is no longer able to provide FI custody services in respect of certain types, classes or issuers of FIs as well as FIs traded on certain markets.

10.3. In the event of a default by one of the Parties to the Contract, the other Party to the Contract shall be entitled to compensation for direct losses resulting therefrom.

10.4. In the event that settlement of an Order executed through a CSD or other central securities depository is not timely due to the Client's acts or omissions, the Client agrees to pay a financial penalty for the



untimely settlement. If settlement does not take place on time due to the acts or omissions of the other party to the transaction, the monetary penalty for failure to settle on time shall be credited to the Client's account. Monetary penalties for untimely settlement shall be calculated by the CSD or other central securities depository and shall be debited or credited in accordance with the terms and procedures established by the CSD or other central securities depository. The Client shall have the right to lodge a written complaint in respect of late settlement penalties no later than 9:00 a.m. on the ninth working day of the month following the month in respect of which the late settlement penalty has been debited.

10.4. The Parties to the Contract shall be released from liability if the conditions of the Contract are not properly implemented due to force majeure. Force majeure circumstances are understood as they are defined by the law of the country in which the Client's FI and monetary funds are kept or the law of the country in which the transaction was to be executed and/or the Civil Code of the Republic of Lithuania.

10.5. If the Client does not pay in due time the amounts due to the Bank under the Contract or the Bank does not transfer money to the Client under the Contract in a timely matter, the Client or the Bank shall, at the request of another Party to the Contract, pay interest in the amount of 0.03 per cent of any outstanding amount or amount not transferred in due time for each day of delay. In the event that the Client fails to transfer the FIs or funds in a timely manner as set out in paragraphs 3.11 and 3.12 of the General Part of the Contract, the Client, at the Bank's request, pays to the Bank interest in the amount of 0.03 of the value of transactions concluded by the Bank for the Client for each overdue day and compensates the Bank for losses incurred by it in accordance with evidence provided by the Bank.

10.6. The Bank does not reimburse the Client for losses and/or expenses incurred due to the malfunctioning or failure of networks, installations, computer equipment, failure to provide data, crises or other adverse changes in the FI market, FI price fluctuations, exchange rate changes, and inflation. The Bank is not liable for losses incurred and/or expenses incurred by the Client as a result of the liquidation or bankruptcy or operation or omission by the issuers, account managers/depositaries, agents/brokers or other third parties.

10.7. The Bank is not responsible for the fact that the FI of different types and issuers purchased by the Client or available to the Client can grant the Client different rights and obligations and the Client did not know about this.

10.8. The Bank shall not be liable if the Client's FI will be taken, cancelled or invalidated due to the reasons beyond the control of the Bank.

10.9. The Bank shall not be liable for the Client's losses resulting from fluctuations in FI prices, crises or other adverse changes in the FI market, changes in exchange rates and inflation, insolvency or bankruptcy of the FI issuer, and any other risks related to FI.

10.10. The Bank shall not be liable for damages suffered by the Client as a result of:

10.10.1. Malfunctioning or breakdown of networks, devices, computer or communication equipment, failure to transmit necessary data, where such malfunctions are beyond the Bank's control;

10.10.2. Acts and/or omissions of third parties, including acts of third parties, which have caused damage to and/or otherwise affected the Bank's information systems used for the provision of services and/or resulted in the loss of Client data and/or any communication between the Client and the Bank, and which were beyond the Bank's control and could not have been reasonably foreseen or prevented by the Bank from occurring and the Bank could not have reasonably foreseen the occurrence of these circumstances or their consequences;

10.10.3. Changes in taxes;

10.10.4. The enactment or changes in laws, regulations or other legislation;

10.10.5. The declaration of a pandemic or quarantine;

10.10.6. Acts or omissions of issuers or third parties, and any other circumstances which are not related to the Bank's failure or improper performance of its obligations under the Contract.

10.11. The Bank is not responsible for the accuracy of payments made by FI issuers, their authorized persons, account managers/depositaries, agents/brokers or other third parties, the sufficiency of payments payable to the Client, delay and suspension of payments.

10.12. In the event that the Client improperly fulfils the obligations set out in paragraph 7.1 of this General Part of this Contract, all orders submitted by the Client's representative prior to receipt of the said Client's notice shall be deemed submitted by a duly authorized person of the Client and valid as if submitted by the Client himself.

## 11. VALIDITY AND AMENDMENT OF THE CONTRACT

11.1. The Contract shall enter into force from the moment of its signing and shall remain in force for an indefinite period of time.

11.2. The Special Part of the Contract may only be changed by agreement between both Parties.

11.3. *The Terms and Conditions of Provision of Investment Services, the Order Execution Procedure, and the General Part of the Contract* may be unilaterally amended by the Bank by informing the Client about the amendments in person by e-mail, or by an SMS message, or by post, and by announcing the amendments on the website [www.sb.lt](http://www.sb.lt) at least thirty (30) calendar days in advance as well as by making it available for the Client to get acquainted with the changes in the customer service units of the Bank. The notification thus made about the changes in these documents is deemed duly made and served to the Client. If, prior to the effective date of the amendments, the Client does not submit a written request to terminate the Contract or the provision of a particular service or continues to carry out Transactions, it is considered that the Parties to the Contract have agreed on new amendments, and the Client is not subsequently entitled to bring disagreement and claims regarding such changes to the Bank.

11.4. *The Procedure for Avoiding Conflicts of Interest in the Provision of Investment Services and the Description of Financial Instruments and Their Risks* may be amended unilaterally by the Bank in the event of changes in circumstances. The Bank undertakes to notify the Client of amendments to the documents referred to in this paragraph of the General Part of the Contract by informing the Client about the amendments personally by e-mail, SMS or post and by publishing the amendments on the Bank's website at [www.sb.lt](http://www.sb.lt) and by making them available for inspection at the Bank's customer service units. The notification thus made about the changes in these documents is deemed duly made and served to the Client. Changes shall take effect on the day they are published on the Bank's website.

## 12. CONTRACT TERMINATION

12.1. The Client is entitled to unilaterally and without recourse to court terminate the Contract by notifying the Bank thereof in writing no later than fourteen (14) calendar days in advance. The Contract shall be deemed to be terminated after fourteen (14) calendar days when the Bank receives such notice of the Client, unless the notice specifies another date for termination of the Contract.

12.2. The Bank shall have the right to unilaterally and without recourse to court terminate the Contract, notifying the Client thereof in writing no later than fourteen (14) calendar days in advance. The Contract shall be deemed terminated fourteen (14) calendar days after the Client receives such notice from the Bank, unless the notice itself specifies a different termination date. Within the period specified in the Bank's notice, the Client shall indicate to the Bank the other custodian of its FIs to which the Client's FIs will be transferred for safekeeping. At the Client's request, the Bank shall recommend or select a custodian for the Client's FI accounts (if the Bank is objectively able to do so).

12.3. The Bank shall have the right to terminate the Contract unilaterally, after informing the Client, without complying with the notice period specified in paragraph 12.2 of the General Part of the Contract, if:

12.3.1. The Contract is terminated due to the Client's failure to perform its obligations under the Contract or the Client's failure to perform them properly;

12.3.2. The Client's Investment Accounts do not contain FIs or cash and the Client has not carried out FI Transactions for more than one year.

12.4. Upon termination of the Contract, the Bank shall execute all orders received by the Bank prior to the termination of the Contract accordance with the procedures set out in the Contract.

12.5. The Client shall pay to the Bank all fees payable under the Contract no later than the date of termination of the Contract.

12.6. If the Client fails to pay all fees due to the Bank or any arrears due to the Bank under the Contract, the Bank shall have the right to withhold the transfer of the FIs and/or funds in the Investment Account to the accounts specified by the Client until the Client has settled in full with the Bank. In the event that the Client fails to settle with the Bank and, after the Bank has sent the Client a demand for payment of all fees and/or debts due to the Bank under the Contract, the Client fails to settle such debts within thirty (30) calendar days of the sending of such notice, the Bank shall have the right to sell the Client's FIs (in whole or in any part chosen by the Bank), the proceeds of which would be sufficient to cover the amounts due to the Bank by the Client as specified in this paragraph 10.2 of the General Part of the Contract, unless otherwise agreed with the Client.

12.7. If the Bank is unable to transfer the FIs to the account manager designated by the Client for objective reasons, the Bank shall transfer the Client's FIs to the custody of the issuers' authorised public trading

intermediaries. If the Bank is unable to transfer the custody of the FIs to the issuers' authorised public trading intermediaries, the Contract shall remain in force to the extent necessary for the provision of services to the Client in relation to the custody of the FIs. In the event that within six (6) months it is not possible to transfer the FIs to another FI account manager and/or to the issuers' authorised public trading intermediaries, the Bank shall follow paragraph 12.8 of the General Part of the Contract.

**12.8.** If the Client fails to designate a new custodian of FI accounts within the time limit set by the Bank, the Bank shall transfer the Client's FIs to the custody of the issuers' authorised public trading intermediaries. If the Bank is unable to transfer custody of the Client's FIs to the issuers' authorised public trading intermediaries and the Client does not, after the Bank's notice to the Client, within thirty (30) calendar days from the date of such notice, designate an FI account manager to which the Bank may transfer the Client's FIs, the Bank shall sell the Client's FIs as provided for in paragraph 10.2 of the General Part of the Contract, unless otherwise agreed with the Client. In the event referred to in this paragraph of the Contract, the funds received for the sale of the FIs shall be transferred to the Client's account opened with the Bank or to another Bank account opened in the name of the Client as specified by the Client and the Investment Account shall be closed. In the event that the Client does not specify a bank account to which the Bank is to transfer the funds from the sale of FIs, the Bank shall transfer such funds to the internal account of the Bank and close the Investment Account.

### **13. CLAIMS AND DISPUTE RESOLUTION PROCEDURES**

**13.1.** If the Client notices inaccuracies or inconsistencies in the Bank's information about the transactions carried out in the Investment Account, he/she must immediately, but no later than thirty (30) calendar days after the transaction date, in writing or otherwise provide the Bank with a claim for performance of the Contract or other actions of the Bank which do not comply with the terms of the Contract.

**13.2.** Any dispute relating to this Contract or its performance between the Bank and the Client shall be first settled by mutual negotiations. In the case of failure, the dispute shall be settled in the court in accordance with the procedure established by the laws of the Republic of Lithuania.

### **14. MISCELLANEOUS**

**14.1.** The Contract shall be governed by the laws of the Republic of Lithuania.

**14.2.** The Client, upon signing the Contract, confirms that:

**14.2.1.** All conditions of the Contract are clear for him/her, they are fair and without prejudice to the rights and interests of the Bank and the Client, express the true will of the Client, and the Client has understood them and agrees with them.

**14.2.2.** The Contract is signed by the duly authorized representative of the Party and creates rights and obligations valid for the Party;

**14.3.** *The Terms and Conditions of Provision of Investment Services, the Order Execution Procedure, Procedure for Avoiding Conflicts of Interest in the Provision of Investment Services and the Description of Financial Instruments and Their Risks and Investment Service Rates* are an integral part of the Contract and the Parties undertake to comply with them.

**14.4.** As used in this Contract, the term "Investment Account" shall include and replace the terms "FI Account" and "Cash Account" as used in the General Part of the Contract in force until 1 June 2018.

**14.5.** The Client is hereby informed that the Bank shall process personal data of the Client and/or the Client's representatives for the purposes of conclusion and performance of the Contract, fulfilment of the Bank's statutory obligations and for other purposes that meet the statutory requirements as set out in the *Personal Data Protection Rules* of the Bank available online at [www.sb.lt](http://www.sb.lt). If the Client is a legal entity, the Client is required to make its representatives aware of the processing of their personal data in the Bank. At the request of the Client and/or its representative, the Bank shall provide a paper copy of the *Personal Data Protection Rules*.

**14.6.** Under this Contract, the Client and the Bank agree that information on the protection of liabilities to investors shall be provided to the Client free of charge in one of the following ways: 1) in the Client's Internet Bank; 2) at any branch of the Bank. In the event that the Client does not have an Internet bank, the Parties agree that the Client shall be informed about the protection of obligations to investors by publishing information on the Bank's website [www.sb.lt](http://www.sb.lt) and that, by agreement of the Parties, shall be considered an appropriate means of communication of information.