



GENERAL SERVICE RULES OF ŠIAULIŲ BANKAS

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I. TERMS AND DEFINITIONS

- 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 Customer; however, the Customer may access them on the website of the Bank or www.sb.lt/duomenuapsauga at the customer service units of the Bank.
- 1.2. **Bank** – Stock Company Šiaulių Bankas registered in the Register of Legal Entities of the Republic of Lithuania and holding a licence No. 7 issued by the Bank of Lithuania which gives it the right to provide all licensed financial services. Supervisory Authority of the Bank – the European Central Bank and the Bank of Lithuania (address: Totorių g. 4, LT-01121 Vilnius; www.lb.lt). Details of the Bank:

Registration number of the Bank	112025254
Address of the Bank	Tilžės g. 149, LT-76348, Šiauliai, Republic of Lithuania
Email address	info@sb.lt
Address of the Bank's electronic parcel box in the national postal network for electronic parcel delivery (hereinafter, electronic parcel box)	112025254
Telephone number of the Remote Customer Service Centre	1813 or +370 37 301 337 (calls from abroad)
Email address for customer inquiries	kc@sb.lt

- 1.3. **Companies of the Bank Group** – the Bank and companies ~~that are~~ directly or indirectly controlled by the Bank ~~that are identified on the website of the Bank as the Companies of the Bank Group~~.
- 1.4. **Website of the Bank** – the Bank's website at www.sb.lt.
- 1.5. **Services of the Bank** – financial and/or other services provided to the Customer by the Bank that the Bank is entitled to provide under the laws of the Republic of Lithuania or European Union, and Articles of Association of the Bank.
- 1.6. **General Rules** – these *General Service Rules of Šiaulių Bankas* which shall not be signed by the Customer, and which are available on the website of the Bank or in customer service units of the Bank.
- 1.7. **Business Day** – a calendar day, except rest days (Saturdays and Sundays) and public holidays provided for in the relevant legislation. **Bank Business Day** – the day and time when the Bank's customer service unit providing services to customers is opened, as well as the day when the Bank performs activities necessary for the execution of a Payment Transaction.
- 1.8. **Electronic Channels** – the Bank's Internet Bank, mobile application, SMS Bankas, contract information system, electronic system for online trading in securities or other electronic channels for the provision of the Bank's services that allow Customers to conclude transactions, submit payment orders, exchange information with the Bank and use other Bank's services by means of distance communication.
- 1.9. **Customer** – a natural person (including a Consumer) or legal entity that uses or has expressed the wish to use the services of the Bank or has provided collateral to the Bank.

- 1.10. **Payment Rules** – *General Payment Service Rules of Šiaulių Bankas* which shall not be signed by the Customer, and which are available on the website of the Bank or in customer service units of the Bank.
- 1.11. **Means of Distance Communication** – means used to send or transmit information, where the information is transmitted without the Bank and the Customer physically meeting (post, telephone, email, electronic parcel box, Electronic Channels).
- 1.12. **Terms of Service** – the general terms and conditions for the provision of the specific services or the sale of the specific products of the Bank, which shall not be signed by the Customer, and which are available on the website of the Bank or in customer service units of the Bank. *Terms of Service* (if published and applicable) are an integral part of the Agreement.
- 1.13. **Service Rates** – fees approved by the Bank for the services provided and transactions executed by the Bank, which are available on the website of the Bank or in the customer service units of the Bank. In the Agreements on individual Bank services, the *Service Rates* are also referred to as Standard Rates or Price List; if the Parties agree on the amount of the contractual remuneration in the Agreement or in a separate agreement (either oral or written), such rates shall also be referred to as the *Contractual Rates*. The term *Service Rates* used in these *General Rules* includes the *Service Rates*, *Standard Rates*, *Price List* and *Contractual Rates*.
- 1.14. **Agreement** – the agreement concluded by the Bank and the Customer, or a single transaction for the provision of the specific services of the Bank or sale of products to the Customer, stating the specific terms of provision of the service/sale of the product, as well as rights and obligations of the Parties. The *General Rules*, *Payment Rules*, *Service Rates*, *Personal Data Protection Rules* (regardless of whether this is provided in the specific Agreement or whether the Customer applies only for a single service) are an integral part of the Agreement; the *Terms of Service* may also be an integral part of the Agreement, as well as any other transaction on the basis of which the relationship between the Bank and the Customer has arisen, changed or terminated.
- 1.15. **Parties** – the Bank and the Customer.
- 1.16. **Authentication Tool** – a physical signature of the Customer or the Customer's representative on paper or on the screen of an electronic device, qualified electronic signature generated by means of instruments issued by the Bank or third parties acceptable to the Bank (mobile signature (Mobile-ID), SMART-ID), as well as identification code assigned/issued to the Customer (SMS codePIN, generator code), password created by the Customer (e.g., in the Secure Online Payment Application), or other tools (passwords, codes, keys, cards, biometric data, etc.) used in the manner agreed by the Bank and the Customer for the identification/authentication of the Customer or the Customer's representative, authorisation of Payment Transactions and/or conclusion of transactions. The Bank shall not assume liability for the functioning, validity and use of an electronic signature that has not been issued by the Bank; therefore, the Customer is obliged to personally get acquainted with the rules and procedures set forth by the issuer of the electronic signature and comply with the applicable requirements.
- 1.17. **Consumer** – a natural person who is a Customer of the Bank and uses the services of the Bank for personal, family, household needs, but not for the purposes related to business, commerce, trade or professional activities.

II. INTERPRETATION AND SCOPE

- 2.1. The *General Rules*, *Payment Rules*, *Service Rates*, *Terms of Service* and *Personal Data Protection Rules* are unilaterally defined by the Bank.
- 2.2. The *General Rules* set forth the general procedure for the provision of services of the Bank to Customers and their representatives regardless of the kind of services of the Bank used by the Customer and are an integral part of the Agreement.
- 2.3. The relationship between the Parties related to the provision of the services of the Bank is also regulated by the legislation of the Republic of Lithuania and European Union, and is subject to the principles of reasonableness, fairness, and good faith.
- 2.4. The Customer and his/her/its representative are required to read the terms of the Agreement, the *General Rules*, the *Payment Rules*, the *Personal Data Protection Rules*, the *Terms of Service* and the *Service Rates* before concluding the Agreement or using the services of the Bank. At the request of the Customer/Customer's representative, the Bank shall issue a copy of the *General Rules*, *Personal Data Protection Rules*, *Payment Rules* and/or the specific *Terms of Service*.
- 2.5. In the event of any inconsistency between the *General Rules* or the *Payment Rules* and the *Terms of Service*, the *Terms of Service* shall prevail. In the event of any inconsistency between the Agreement and the *General Rules*, the *Payment Rules* or the *Terms of Service*, the terms and conditions of the Agreement shall prevail. In the event of any inconsistency between the rates specified in the Agreement and the *Service Rates*, the rates specified in the Agreement shall prevail.
- 2.6. Should any clause of the *General Rules*, *Personal Data Protection Rules*, *Payment Rules*, *Terms of Service*, *Service Rates* or the Agreement be in conflict with the mandatory provisions of legal acts, such clause shall not apply to the relationship of the Parties, or the Bank shall unilaterally start applying the clauses that are in line with the mandatory provisions of legal acts and all the remaining provisions of the *General Rules*, *Personal Data Protection Rules*, *Payment Rules*, *Terms of Service*, *Service Rates* or the Agreement shall remain in force.

- 2.7. The *General Rules, Payment Rules, Terms of Service, Service Rates, Personal Data Protection Rules, Agreements* shall be made and published in the Lithuanian language and, at the Customer's request, ~~may~~ be provided to the Customer by the Bank in ~~another~~ foreign ~~language~~ acceptable to the Bank (~~English or Russian~~). ~~The Bank shall have the right to ask the Customer to reimburse the costs of translating these documents into a foreign language.~~ If the *General Rules, Payment Rules, Terms of Service, Personal Data Protection Rules*, the Agreement, or the *Service Rates* are written in different languages, i.e., Lithuanian and a foreign language, and there are inconsistencies in understanding and interpreting the texts written in different languages, the Parties shall be guided by the version written in the Lithuanian language.

III. PROCEDURE FOR CHANGING THE RULES, AGREEMENTS, SERVICE RATES AND TERMS OF SERVICE

- 3.1. The Bank shall have the right to unilaterally change the *General Rules, Payment Rules, Agreements* and/or the *Terms of Service* by giving to the Customer a prior notice of at least sixty (60) calendar days before the effective date of changes as set out in these *General Rules* or the Agreement.
- 3.2. The Bank shall have the right to apply a notification period of less than 60 days and unilaterally change the terms of the documents referred to in paragraph 3.1 in the following circumstances (non-exhaustive list): if the processes of the Bank are reorganised, improved or updated; if the requirements of third parties that provide services to the Bank and the customers (e.g., MasterCard organisation) changed; if the functionality of the services provided by the Bank changed; due to amendments of the applicable legislation or the adoption of new legislation; for the purpose of taking measures to ensure the proper provision of services and protect the legitimate interests of the Customer; under the conditions provided for in paragraphs 3.4 and 11.2, and Section 12 of the *General Rules*.
- 3.3. The Bank shall have the right to unilaterally change the *Service Rates* at any time. The Bank shall inform the Customer (natural person) as set out in these General Rules about any changes that put the Customer in a less advantageous situation (e.g., increase of the existing rate) at least sixty (60) calendar days (if the Customer is a legal entity – at least thirty (30) calendar days) before the effective date of the changes. If the respective *Terms of Service* provide for a different procedure of changing the *Service Rates* applied to the services related to the respective *Terms of Service* and a different notification procedure, the Bank shall follow such *Terms of Service* when changing the *Service Rates*. Introducing *Service Rates* for new services provided by the Bank or new interest rates on deposits held with the Bank, as well as clarifying the content of the existing rates shall not be deemed as putting the Customer in a less advantageous situation – these rates shall apply from the date specified in the notice of the Bank.
- 3.4. If changes made to the *General Rules, Payment Rules, Agreements, Service Rates, Terms of Service* put Customers in a more favourable situation (reducing the rates, improving the quality of services, providing better security measures, the Bank is required to update information under the applicable statutory requirements, etc.), or the changes made do not put Customers in a less favourable situation, such changes to the *General Rules, Payment Rules, Agreements, Service Rates* or *Terms of Service* shall take effect on the day they are published on the website of the Bank, through the Electronic Channels, or on the effective date specified in the notice to the Customer.
- 3.5. The Bank shall inform the Customer personally of changes to the *General Rules, Payment Rules, Agreements, Service Rates, Terms of Service* using the contact information provided by the Customer (by email, SMS, mail) or through the Electronic Channels. The Bank shall choose the notification method taking into account the terms and conditions of the Agreements, *Terms of Service* and these *General Rules*. A notice personally delivered to the Customer shall be deemed to be a proper notification of the Customer about a unilateral change of the *General Rules, Payment Rules, Agreements, Service Rates, Terms of Service*, or the provision of other information.
- 3.6. If a notice of changes to the *General Rules, Payment Rules, Agreements, Service Rates* and/or *Terms of Service* was personally delivered to the Customer, where such changes put the Customer in a less favourable situation, the Customer shall have the right to terminate the Agreement related to such changes with an immediate effect. The Customer shall be deemed to have accepted the changes and undertaken to comply with them if he/she/it fails to notify the Bank that he/she/it does not accept the changes before the effective date thereof. If the Customer informs the Bank that he/she/it does not agree with the changes that are directly related to the Agreement, the Customer shall have the right to terminate the Agreement before the effective date of the changes. The Customer shall immediately inform the Bank in writing or by other means agreed on with the Bank about the termination of the Agreement. Termination of the Agreement in the case referred to herein shall not release the Customer from the obligation to properly fulfil all his/her/its obligations to the Bank that arose before the termination date. If the Customer does not exercise the right to terminate the Agreement before the effective date of the changes, the Customer shall be deemed to have accepted the respective changes to the Agreement, *General Rules, Payment Rules, Service Rates* and/or *Terms of Service*.
- 3.7. Information about changes to the *General Rules, Payment Rules, Agreements, Service Rates, Terms of Service* is also available on the website of the Bank.

IV. IDENTIFICATION OF CUSTOMERS AND THEIR REPRESENTATIVES

- 4.1. Before concluding an Agreement or providing the services of the Bank to the Customer without concluding an Agreement, the Bank shall identify the Customer and/or his/her/its representative in accordance with the procedure provided for in these *General Rules* and the applicable legislation. Until the Customer and his/her/its representative have been identified and the authenticity of the authorisations and identity documents of the Customer's representative have been verified, the Bank has the right not to provide services.
- 4.2. The Bank, prior to the commencement of the business relationship with the Customer, as well as in the course of the business relationship, has the obligation to identify the beneficiary, the natural or legal persons directly/indirectly controlling the Customer, and has the right to require the Customer to provide documents to verify the information on the beneficiary and controlling persons as required by the applicable legislation.
- 4.3. The Bank shall identify the Customer and/or his/her/its representative:
 - 4.3.1. natural person – based on a valid identity document (original) presented by the Customer – identity card, passport (a passport issued by a non-European Economic Area country must have a valid visa, if required) driving licence issued in a European Economic Area country which must comply with the requirements set out in Annex I to EU Directive 2006/126/EC on driving licences (recast) (once the business relationship has commenced), a temporary or permanent residence permit in the Republic of Lithuania together with the passport or identity card of the Customer's country, if the person is a minor – a birth certificate (together with the identity card or passport (if any)). If the name, surname of the Customer or his/her/its representative changes – the Bank has the right to demand that the Customer (his/her/its representative) submit to the Bank the supporting documents confirming (originals);
 - 4.3.2. legal entity – based on its instruments of incorporation, registration certificate and/or extract from the Register of Legal Entities (original or notarised copy/transcript) stating the legal entity's name, registration number, and other information and/or documents certifying the legal entity's identity and representation. The Bank shall have the right to request an extract from the Information System of Legal Entities Participants (JADIS) confirmed with the Customer's Authentication Tool, other documents (e.g., notarial power of attorney) and/or information necessary to properly identify the legal entity, its representative or beneficiary;
 - 4.3.3. the Customer using Means of Distance Communication to request information about his/her/its Account and funds available in the Account, Payment Transactions performed, Agreements concluded, or other services received or to be received, or for the purpose of complying with the Customer's requests – based on the Customer's identity data specified in the respective services Agreement, details of the Agreement, Authentication Tools issued to the Customer, or other details available to both Parties;
 - 4.3.4. when the Customer uses Electronic Channels or Payment Instruments – the Customer shall be identified, transactions shall be concluded, the Customer's payment orders shall be confirmed, or the Customer's requests shall be executed based on the Customer's Authentication Tools available only to the Bank and the Customer.
- 4.4. When the information on the Customer's nationality is not provided in the identity document, the Bank, when identifying the Customer (natural person), may ask the Customer to provide documents proving information about his/her nationality.
- 4.5. The Customer's representative having a legal basis may enter into Agreements on behalf of the Customer, dispose of the Customer's funds and other assets, as well as use other services of the Bank; the representative shall be required to present to the Bank the documents attesting his/her authorisations and identity documents (originals) which must meet the requirements for content and form set forth by the applicable legislation (birth certificate, power of attorney, court ruling, etc.). The Bank shall only accept such documents attesting the authorisations of the Customer's representative that clearly and unambiguously specify the Customer, Customer's representative and the authorisations given to the Customer's representative (scope of authorisation). The Bank shall have the right to demand that the power of attorney submitted to the Bank be notarised. The Bank shall have the right to refuse to accept documents that do not meet the above requirements and not to provide the services of the Bank.
- 4.6. The Customer (legal entity) shall perform all actions in the Bank through its manager or other duly authorised representatives indicated in the respective services Agreements (e.g., Internet Bank Agreement), the power of attorney issued by the manager of the legal entity, separate application, signature sample card approved by the Customer, etc. Persons (representatives) authorised by the manager of the Customer (legal entity) may perform only those actions that are clearly specified in the Agreement, application, power of attorney or other document issued/approved by the manager of the legal entity.
- 4.7. It shall be presumed that the Customer's representative enters into the Agreement with the Bank or initiates Payment Transactions with the permission/authorisation of the Customer (if the Customer is a legal entity, with the permission/authorisation of its management bodies) required for the conclusion of the Agreement, performance of Payment Transactions, and that the Customer's representative acts within the limits of the powers conferred upon him/her, and that the conclusion of the Agreement/performance of the Payment Transaction are in line with the applicable legislation, Articles of Association, other instruments of incorporation of the Customer, regulations of its management bodies, other regulatory requirements, and obligations under the agreements concluded by the Customer with third parties. The Customer's representative shall be held liable if the Agreement or Payment Transaction is disputed because it was concluded/performed in violation of the competence of the Customer's management bodies, exceeding the authorisations granted, or it contradicts the Customer's interests or business objectives.

- 4.8. In case of suspicion regarding the person authorised to conclude transactions or dispose of funds in the Customer's Account on behalf of the Customer, or regarding the authenticity of documents submitted to the Bank, as well as in other cases for the purpose of verifying whether the Customer is duly registered and legally operating (if the Customer is a legal entity), the Bank shall have the right to request the Customer to submit to the Bank documents certifying the right of the representative(s) to conclude transactions on behalf of the Customer or to dispose of the funds in the Customer's Account or the legality of the Customer's activities (e.g., extended extract from the Register of Legal Entities).
- 4.9. If a transaction is concluded, a request is submitted or a Payment Transaction is initiated by the Customer's representative on behalf of the Customer, in case of doubt as to the true will of the Customer, the Bank shall have the right, but not the obligation, to contact the Customer in order to obtain the Customer's confirmation of the transaction, request or Payment Transaction initiated by the Customer's representative. If the Bank fails to contact the Customer and does not receive its confirmation, the Bank shall have the right not to conclude the transaction initiated by the Customer's representative, not to execute the request or Payment Transaction, as well as to take steps to secure the Customer's interests, e.g., restrict the use of Electronic Channels. In any case, the Customer's representative acting on behalf of the Customer shall be liable to the Customer and the Bank and shall act within the limits of the powers granted to him/her and in accordance with the valid (effective and not otherwise expired) representation documents.
- 4.10. In order to protect the legitimate interests of the Customer and the Bank, the Bank shall have the right to require the Customer to perform actions (enter into the Agreement, submit a Payment Order, collect the Authentication Tools intended for the Customer or use the services of the Bank) personally and not through a representative; if the Customer is a legal entity – that the above actions be performed by the representative of the Customer (legal entity). The Bank may apply this requirement for important reasons, e.g., the Bank has contradictory information about the Customer's representative or his/her intentions, the behaviour of the Customer's representative raises reasonable doubts as to the proper representation, the Bank is unable to verify the submitted representation documents or has suspicions as to their authenticity and validity, as well as in other cases, e.g., in order to ascertain whether the Customer is duly registered and/or legally operating (if the Customer is a legal entity), the behaviour of the Customer's representative poses a threat to the safety and health of the Bank's customers or employees and is, therefore, unacceptable to the Bank, and in other cases.
- 4.11. The Customer must immediately inform the Bank about any changes to, revocation or expiration of the authorisations of the Customer's representative, regardless of the fact that the Customer has provided this information to public registers. Until this information has been provided to the Bank, it shall be deemed that the authorisations of the Customer's representative known to the Bank are proper and valid, unless the Bank was or should have been aware of changes or expiration of the authorisations.

V. REQUIREMENTS FOR THE DOCUMENTS PRESENTED TO THE BANK

- 5.1. Unless otherwise specified by the Bank, both before the commencement and in the course of the business relationship, the Customer shall be required to submit the originals of the documents specified by the Bank or notarised copies of the documents.
- 5.2. The Bank assumes that the documents submitted by the Customer are authentic, true, valid, and correct. For the purpose of managing potential risks, or if the Bank has reasonable doubts as to the accuracy or correctness of the documents submitted by the Customer (e.g., the submitted documents do not meet the statutory requirements and/or the requirements of the Bank), the Bank shall have the right to request additional documents or request that the documents submitted to the Bank be notarised or certified by other relevant institutions, otherwise the Bank shall have the right not to execute the requests or instructions submitted by the Customer.
- 5.3. The Bank shall have the right and, in the cases provided for ~~by law in legal acts~~, the obligation, to make copies of the ~~original documents or notarised copies~~ submitted by the Customer ~~or to scan these documents~~ and ~~storekeep~~ them ~~in the Bank~~ for the purposes of ~~execution performance~~ of the Agreements concluded ~~with the Bank, provision of services rendered or payment transactions performed~~ ~~execution of Payment Transactions~~.
- 5.4. If the documents submitted to the Bank were drawn up abroad, the Bank shall have the right to demand that they be certified by an *Apostille* or legalised in accordance with the procedure established by legal acts.
- 5.5. Documents submitted to the Bank shall be in Lithuanian and/or other language acceptable to the Bank (English, Russian). If the documents submitted to the Bank are drawn up in a foreign language, the Bank shall have the right to request that they be translated into the Lithuanian and/or another language acceptable to the Bank ~~(English or Russian)~~. The translator's signature on the translated document must be certified by the seal of the translation agency or by a notary public of the Republic of Lithuania, if the translation was performed in Lithuania by a translator (natural person). If the translation was performed by a foreign translation agency or translator (natural person), such translation must be notarised and the signature of the notary public – legalised or certified by an *Apostille*, as appropriate. If the Customer fails to submit the documents in a foreign language acceptable to the Bank, the Bank shall have the right not to consider the content of such documents and not to provide the service or execute the submitted requests.

- 5.6. All costs of compiling, delivering, certifying, and translating the documents submitted to the Bank shall be borne by the Customer.
- 5.7. The Bank shall have the right to demand that the documents submitted by the Customer be prepared using the standard forms prepared by the Bank and signed by means of signature acceptable to both Parties, e.g., with a qualified electronic signature or physical signature on the screen of an electronic device, when signing a document with digital content, etc.
- 5.8. The Bank shall have the right to check the information or documents/documentation provided by the Customer using publicly available sources of information (registers), reliable and independent non-public sources of information and other legal means, i.e., the Bank shall have the right to contact the Companies of the Bank Group, other persons, including public authorities, asking them to provide it with the information available to them about the authenticity of the documents submitted to the Bank and the content thereof, and shall have the right not to comply with the instructions of the Customer or his/her/its representatives while checking the documents. The Bank may transfer the information and documents received from the Customer to the Companies of the Bank Group or other Payment Service Providers of the Customer for the purpose of identifying the Customer and updating the information about the Customer.
- 5.9. In line with the Know-Your-Customer principle, the Bank shall have the right to request the Customer to present documents and/or information confirming the purpose and intended nature of the business relationship between the Customer and the Bank, lawfulness, origin and source of funds in the Customer's bank accounts and other assets, purpose of payment, information and documentary evidence about the country in which taxes are paid (including the payer's code), nature of activities of the Customer that is a legal entity, information about beneficiaries, controlling natural and/or legal persons, management/shareholding structure and/or other documents and information to the extent this is necessary for the Bank to properly comply with the requirements of legal acts regulating the prevention of money laundering and/or terrorist financing, and other legislation. If the Customer fails to submit the required documents and/or information to the Bank within the time limit specified by the Bank, or provides incorrect or incomplete information, the Bank shall have the right to refuse to establish a business relationship with the Customer, conclude an Agreement, execute the Customer's requests, payment orders, provide the services of the Bank, or to suspend the execution of a payment order, restrict or change the provision of services (all or part thereof) and, in the cases provided for in legal acts and these *General Rules*, to terminate the business relationship with the Customer.
- 5.10. When concluding Agreements, submitting requests, payment orders or other documents requested by the Bank, the Customer or the Customer's representative acting on his/her/its behalf is required to sign them with a physical signature; if the Customer is a legal entity – to seal them, if the Customer (legal entity) is required to have a seal. If the Customer signs documents with digital content by means of a qualified electronic signature or a written signature on the screen of an electronic device, the legal effect of his/her signature shall be equivalent to that of a physical signature and, in the case of a legal entity, to the approval with a seal (where the legal entity is required to have a seal). ~~The Bank shall not accept documents and shall not provide services to the Customer if the documents submitted to the Bank are signed with already formed signature stamp.~~
- 5.11. The Bank shall have the right to request that the Customer or his/her/its representative sign the documents concluded with the Bank in the presence of the Bank employee. ~~If documents are signed outside the premises of the Bank, the Bank shall have the right to request that the signature of the Customer or the Customer's representative be notarised.~~
- 5.12. If the Customer uses Electronic Channels and/or Payment Instruments, the Customer's requests, applications, Agreements, Payment Orders, other documents submitted to the Bank must be confirmed with the Authentication Tools issued to the Customer for identification purposes.
- 5.13. The ~~Parties~~ Customer shall have the right to conclude Agreements, ~~and~~ submit requests, applications, documents ~~to the Bank~~ having signed them with a qualified electronic signature and by other means (e.g., to sign digitised documents on the Bank's tablet screen with a written signature), if the text is protected and, if this makes it possible for the Bank to properly identify the Customer or his/her/its representative (including their signature) and the Parties accept and the Bank accepts such method of signature.
- 5.14. Agreements signed, Documents and Payment Orders expressing the Customer's will confirmed with Authentication Tools and/or Payment Instruments shall be deemed to have the same legal effect as the documents manually signed by the Customer and shall be admissible as a means of proof in resolving disputes between the Bank and the Customer in courts or other institutions.

VI. CONCLUSION OF THE AGREEMENT, SUSPENSION OF SERVICES, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 6.1. In line with the generally accepted principle of freedom of contract, the Bank shall have the right to choose with whom to enter into Agreements or refuse to enter into them, unless otherwise provided by the applicable legislation.
- 6.2. The Bank shall provide its services to the Customer once the Bank and the Customer have concluded an Agreement on the provision of the respective services of the Bank (if it is necessary to conclude such an Agreement). Agreements are concluded in the Bank's branches or using Electronic Channels if the Bank has

made it possible to conclude a certain Agreement in this way. The form and content of the Agreement shall be determined by the Bank.

- 6.3. Agreements are concluded in the official, i.e., Lithuanian, language or another foreign language acceptable to the Bank (English or Russian) as set out in paragraph 2.7 of the General Rules language, unless otherwise agreed between the Bank and the Customer. ~~If the Agreement is concluded in a language other than the official, i.e., Lithuanian language, all costs related to the translation of the Agreement into a foreign language shall be covered by the Customer.~~
- 6.4. The Agreement shall enter into force on the date of its signing by all parties to the Agreement, unless otherwise provided in the Agreement.
- 6.5. If a Consumer concludes an Agreement with the Bank by remote means using Electronic Channels, the Agreement shall enter into force on the date of its conclusion, unless the Agreement provides otherwise. Considering the restrictions provided for in the applicable legislation, the Consumer may withdraw from the Agreement concluded ~~by remote means using Electronic Channels~~ within fourteen (14) days from the date of the conclusion thereof by submitting a written request to any branch of the Bank or through Electronic Channels. If the Consumer withdraws from the Agreement concluded ~~by remote means through Electronic Channels~~ within fourteen (14) days, but the Bank has already started performing it with the Consumer's authorisation (the Consumer has already started using the services of the Bank), the Consumer shall be required to pay the Bank for the services that were actually provided, and, if the Bank has granted facilities or credit, to repay such facilities or credit to the Bank. If the Consumer chooses not to exercise the right of withdrawal within the time limit specified above, the Consumer may withdraw from the Agreement only in the cases provided for in the applicable legislation, these *General Rules* or the Agreement. If, at the Consumer's request, the Bank provided the service to the Consumer and fully performed the Agreement during the period of fourteen (14) days after the conclusion of the Agreement, the Consumer shall be deemed to have lost the right to withdraw from the Agreement. At the Customer's request, the Bank shall provide information (authorisation, copy of the Agreement, etc.) about the Agreement concluded using Electronic Channels.
- 6.6. Unless the Agreement provides otherwise, the Agreement shall be concluded in writing in the same number of copies as the number of the Parties to the Agreement, one copy for each Party. ~~If, except where the Agreement is signed by all Parties with qualified electronic signature or digitised physical signature on the screen of the Bank's electronic device, the Agreement shall be concluded in a single copy and provided to the Customer by Means of Distance Communication as set out in paragraph 8.2 of the General Rules~~ signatures.
- 6.7. The terms of the Agreement may be changed by a written agreement of the Parties, except in the cases provided for in these *General Rules* or the respective Agreement, when the Bank and/or the Customer has the right to unilaterally amend the Agreement.
- 6.8. The Customer's proposal or request to change the terms of the Agreement or *Terms of Service* shall not be binding on the Bank and shall not create any legal consequences until the relevant document on the amendment of the terms of the Agreement or *Terms of Service* is signed.
- 6.9. The Agreement may be terminated by an agreement of the Parties.
- 6.10. If the Customer does not use the ordered service or no longer wishes to receive it, the Customer shall have the right to unilaterally cancel the ordered service (e.g., cancel the ordered payment card, not to extend a deposit, etc.) by giving a prior written notice to the Bank, or terminate the Agreement within the terms provided for in the applicable legislation, the Agreement or *Terms of Service* (if any). Upon termination of the Agreement or cancelling a service due to reasons beyond the Bank's control, the Customer shall remain obliged to fully settle accounts with the Bank and fulfil all obligations under the Agreement or in connection with the services provided. Upon termination of the Agreement or cancelling a service due to the fault of the Bank, the Customer shall be required to return to the Bank the financing amounts received from it and fully settle accounts with the Bank for the services provided before the termination date.
- 6.11. Having informed the Customer in a manner provided for in these *General Rules* at least sixty (60) calendar days in advance (less days, in exceptional cases), the Bank shall have the right to suspend the provision of the services of the Bank or change the procedure thereof, or to terminate the provision of the services of the Bank, including the Agreements for such services, if the provision of the services of the Bank was suspended, changed or terminated due to the improvements of the software or hardware used by the Bank, preventive maintenance work, installation of new software versions or introduction of new services of the Bank, innovation, improvement of procedures, elimination of deficiencies, reorganisation, cancellation of the services of the Bank, termination/expiration of agreements concluded with third parties due to changes in the requirements of legal acts, etc. (e.g., the Bank no longer accepts deposits in certain currencies, changes Electronic Channels used to provide services, no longer offers certain types of payment cards, no longer provides/is unable to provide a service due to reasons beyond the Bank's control, terminates agreements with correspondent banks, and in other cases).
- 6.12. **The Bank shall have the right to refuse to provide a service to the Customer, suspend the provision of the services of the Bank, change the procedure and terms of service provision, if:**
 - 6.12.1. in the documents submitted to the Bank based on which the Bank took a decision to conclude the Agreement, as well as while performing the Agreement and/or using the services of the Bank, the Customer provided incorrect, incomplete information, or failed to provide all the documents or information reasonably requested by the Bank, avoids or refuses to provide or update them, or on the day of concluding the

Agreement, did not disclose circumstances that may adversely affect the Customer's financial situation and business or the Customer's ability to properly fulfil his/her/its obligations under the Agreement;

6.12.2. at the Bank's request, the Customer fails to provide information about his/her/its financial situation, where such information is necessary for the Bank to take a financing decision, assess the creditworthiness or default risk of the Customer, manage the Customer's debt to the Bank or compliance with other mandatory requirements so that the Bank is able to identify, assess and mitigate in a timely manner the potential risks arising from the existing transactions, and monitor and manage it on an ongoing basis;

6.12.3. at the Bank's request, the Customer fails to submit or update the Know Your Customer Form, provide sufficient information and/or documents necessary to identify the Customer, his/her/its representative or beneficiary, or the Customer's activities and/or country of residence, fails to substantiate his/her/its professional, economic, social or personal ties with the Republic of Lithuania, or the documents and/or information provided do not meet the statutory requirements and/or the requirements of the Bank;

6.12.4. as the Bank performs the monitoring of the Customer and his/her/its transactions, the Customer fails to provide sufficient evidence and/or documents to demonstrate that his/her/its funds or other assets were acquired legally and/or from legal sources, demonstrate the purpose and lawfulness of Payment Transactions, and compliance thereof with the international sanctions, or other circumstances exist which allow suspecting that the person is involved in money laundering or other criminal activities;

6.12.5. the Customer fails to comply with the obligation to pay the commission fee for the services provided by the Bank as stipulated in the Service Rates or the Agreement, the Customer has breached his/her/its obligations under the Agreements or other arrangements (both oral and written) with the Bank or Companies of the Bank Group, caused losses or caused a real possibility of such losses;

6.12.6. the Customer's acts (or omissions) threaten the Bank or have damaged the Bank, Companies of the Bank Group, safety and/or reputation of their employees or customers;

6.12.7. the Customer makes single payments in, trades or mediates in trading in virtual currencies, cryptocurrencies or performs other activities related to virtual currencies, cryptocurrencies;

6.12.8. the Customer does not comply with the provisions of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania or paragraph 5.9 of the General Rules (e.g., uses his/her/its bank account for purposes other than those specified at the time of opening the account; fails to provide information about final beneficiaries; does not perform actual activities in the Republic of Lithuania; makes/receives, without a legitimate reason, payments for transactions in which the Customer is not involved, or funds are received from/transferred to entities that are not involved in the transaction, i.e., payments are made/received on behalf of a third party; in the account, performs transactions (transfers, receives funds) with persons included in the list of international financial, sectoral sanctions or other restrictive measures, or for goods/services that are restricted/prohibited in line with such sanctions or other restrictive measures or existing in such countries, etc.), which shall serve as grounds to terminate the business relationship;

6.12.9. the Customer is on a list of persons subject to international financial sanctions or other restrictive measures imposed by the European Union, the United Nations and/or other national authorities (including sectoral sanctions on the Customer's activities), or is under the control of such a person, or is associated with persons on the list of persons subject to international financial sanctions or other restrictive measures, and/or violates the sectoral sanctions, including direct/indirect circumvention/avoidance of sanctions, correspondent bank requirements, internal decisions of the Bank and Bank Group companies.

6.13. **The Bank shall have the right to unilaterally terminate the Agreement without referring to courts and by giving a prior notice to the Customer, if:**

6.13.1. within the time limit specified by the Bank, the Customer fails to fulfil (ensure the fulfilment of) the requirements of the Bank provided for in paragraph 6.12 of the *General Rules*;

6.13.2. the Customer is or natural and/or legal persons controlling the Customer are included in the list of persons subject to international financial sanctions or other restrictive measures imposed by the institutions of the European Union, the United Nations and/or other countries (including sectoral sanctions for the Customer's activities);

6.13.3. the Customer is a person entrusted with prominent public functions in a country where the Corruption Perceptions Index (CPI) is between 0 and 5, or such functions are entrusted to his/her family members or close associates (i.e., politically exposed persons);

6.13.4. according to the information available to the Bank, the Customer is or was involved in activities prohibited by international or national law (e.g., human trafficking, trafficking in human organs, exploitation of children, smuggling, illicit trafficking in firearms, ammunition, explosives or explosive substances, illicit trafficking in narcotic drugs or psychotropic substances, prostitution, international money transfers without appropriate permits, illegal banking, organising lotteries, betting, casinos without the permission of the competent public authorities, convicted of economic and financial crimes, supporting terrorism or violating other international norms, principles, etc.);

6.13.5. the Customer is unreliable, or his/her/its reputation or behaviour is unacceptable to the Bank;

6.13.6. the continuation of the business relationship would interfere with the legitimate interests of the Bank, the Bank Group companies, the Bank's employees of the Bank Group companies, correspondent banks, customers or the public, and/or would be contrary to the applicable legislation or the risk appetite, internal policies and internal decisions of the Bank or the Bank Group;

- 6.13.7. In the cases provided for in the legislation, Agreement, *Terms of Service*, when the business relationship may be terminated.
- 6.14. The Customer may not transfer his/her/its obligations to the Bank under the Agreements to any third party without a prior written consent of the Bank.
- 6.15. The Bank shall have the right to transfer all rights and obligations under the Agreement to other banks, financial institutions or third parties that have the right to provide, take over, invest in these types of services under the applicable legislation provided that the Customer does not incur any additional payment obligations as a result of such transfer, such transfer does not increase the amounts payable under the Agreement, and does not create any new obligations for the Customer.

VII. FULFILMENT OF OBLIGATIONS, LIABILITY

- 7.1. In their relations with each other, the Parties shall uphold the principles of justice, reasonableness, and fairness, and shall properly fulfil their respective obligations to each other.
- 7.2. If the last day on which the Customer is required to fulfil an obligation is not a Business Day, the last day for the fulfilment of the Customer's obligation shall be the Business Day following such non-Business Day, unless the Agreement, *Terms of Service*, *Payment Rules* provide otherwise.
- 7.3. If the Customer requests investment services, he/she/it shall carefully read all information about investment objects, descriptions of selected investment directions, applicable fees, and other conditions before making investment decisions, and shall assess whether the assumed risk is acceptable. The provisions of paragraph 6.5 of the *General Rules* shall not apply to a Consumer who has used the services referred to in this paragraph.
- 7.4. The Customer shall pay to the Bank the Commission Fee, interest and other fees provided for in the *Service Rates*, *Terms of Service*, and the Agreement for the ordered services of the Bank, regardless of how actively the Customer uses them. If *Service Rates* do not apply to the specific services of the Bank requested by the Customer, or the respective rate is not specified in the *Service Rates*, it shall be defined by a separate agreement of the Parties.
- 7.5. The liability of the Parties for failure to fulfil or improper fulfilment of obligations shall be determined in accordance with the Agreement and the applicable legislation.
- 7.6. The Parties shall be liable only for direct losses of the other Party, unless otherwise provided in the Agreement.
- 7.7. The Bank shall not be liable for losses incurred by the Customer due to the provision of investment and other financial services, the price of which is connected to fluctuations in the financial market which are not controlled by the Bank, i.e., changes in exchange rates, interest rates, changes in the price of financial instruments (money market instruments, transferable securities, securities of collective investment undertakings, forward currency transactions, including equivalent cash-settled instruments) owned by the Customer and/or other investment risks inherent in the Customer's assets, if there is a market destabilising event and/or such an event continues, there are and/or continue to be circumstances that have a material effect on the interbank market, such as: (a) the variable interest component (interest base) of the relevant currency and the relevant period is not published in official sources by 12 noon on the day of determining the variable interest rate; or (b) the Bank is unable, in the normal course of business on the interbank market, to obtain sufficient required deposits in the relevant currency for the relevant period and/or the borrowing costs of the relevant amount and currency of the variable interest rate period exceed the base interest rate of the relevant period, also in other cases beyond the Bank's control.

VIII. NOTIFICATIONS

- 8.1. The Parties shall have the right to transmit to each other various types of information – notices, extracts, reports, certificates, confirmations, claims, payment schedules, warning letters or any other information (hereinafter, Notices) by Means of Distance Communication or at a branch of the Bank. The Bank may transmit Notices without a signature of the Bank's representative.
- 8.2. After the Parties have signed a digital Agreement/documents, a copy of the Agreement or other document shall be sent to the email address provided by the Customer. If the Customer does not have an email address or does not receive the Agreement/documents due to unforeseen circumstances (e.g., technical failures, incorrect email address), the Customer shall contact the Bank and a copy of the Agreement/documents shall be issued to the Customer, or the Agreement/documents shall be sent to the Customer's new, updated email address.
- 8.2.8.3. The Bank shall send Notices to the Customer using the latest contact details provided by the Customer. The Customer's contact details (name, surname/name of the legal entity, address, telephone number, email address, electronic parcel box) (~~hereinafter, Contact Details~~) shall be specified in the Agreements or other documents submitted to the Bank (forms, applications, notices) that are stored in the information system of the Bank. If the Bank has reasonable grounds to believe that the information provided by the Customer is incorrect (e.g., the Notice sent to the Customer was returned, email message did not come through, or it is otherwise established that the Customer cannot be reached using at the contact details address specified by the Customer), the Bank may, ~~but is not obliged to~~, check the address of the Customer's declared place of residence in the Population Register and send Notices to the address indicated therein. If this is

possible, the Customer may inform the Bank about the changed place of residence by filling in the new details on the administrative and public electronic services portal Electronic Government Gateway, choosing the option “Change place of residence” in the Population Register.

~~8.3.8.4.~~ If the Customer has indicated his/her/its email address to the Bank, all Notices and digital Agreements signed shall only be sent by email, ~~and~~ such delivery of Notices shall be deemed a proper way of receiving/providing all the required information about changes to the *General Rules, Payment Rules, Service Rates, Terms of Service, existing Agreements*, fulfilment/failure to fulfil obligations, submission of the requested information and documents, termination of business relationship and receipt of other information. The Bank may also choose other additional means of delivering Notices. If the Customer is required to reply to a Notice given by the Bank, it shall be deemed to be a proper transmission of information if the Customer replies from the e-mail address to which the Notice was sent.

~~8.4.8.5.~~ A Notice shall be deemed properly delivered to the Customer if it was sent to the last address (seat address), email address, electronic parcel box address, telephone number (when the information is sent via SMS) specified by the Customer and known to the Bank, or if it was delivered to the Customer in person (the Bank shall choose the means of delivering the Notice), and the information shall be deemed available once the respective Notice has been delivered through the Electronic Channels used by the Customer or published on the website of the Bank or in the Bank’s branches.

~~8.5.8.6.~~ In the event of changes to the Customer’s (natural person’s) name, surname, place of residence or correspondence address, telephone number, email address, country of residence for tax purposes, taxpayer identification number, name of the legal entity, seat address, Articles of Association, managers, other members of the Customer’s management bodies, participants (shareholders, members, venturers, etc.), names, surnames (company names), addresses, telephone numbers of the Customer’s guarantors, issuers of collateral, or, where the guarantor or issuer of collateral securing the Customer’s obligations dies (in case of a natural person) or is dissolved (in case of a legal entity), or if the power of attorney issued by the Customer to persons authorised to dispose of monetary funds and/or conclude transactions on behalf of the Customer is revoked, the Customer shall immediately inform the Bank in writing about the aforementioned changes and, if so requested by the Bank, submit the relevant documents (identity document, marriage certificate, extract from the Register of Legal Entities, a decision of the management bodies, a notarised notice of revocation of the power of attorney, an extract certifying the fact of death, or other required documents, and the Customer (legal entity) shall submit to the Bank samples of the signatures of the persons newly authorised to represent the legal entity in accordance with the established procedure, as well as documents certifying the change of the said details. The obligation to notify also applies if the changed details have been made public (e.g., in notices published in the media or by making appropriate entries in public data registers). If the Customer fails to properly perform the obligations set forth herein, the Customer shall be fully liable for all consequences (losses incurred) due to failure to notify the Bank in a timely manner, including failure to receive the Bank’s notices sent using the contact details of the Customer last known to the Bank. The Bank’s actions performed using the contact details of the Customer or his/her/its representative last known to the Bank and based on the available authorisations shall be deemed properly performed. The Bank shall have the right to check changes in the information concerning the Customer in public registers, if such an option is available to the Bank.

~~8.6.8.7.~~ The Bank may record, review and store Notices provided by the Bank and the Customer to each other by telephone and use them as evidence to prove the Customer’s requests, transactions concluded with the Bank or Notices provided by the Bank to the Customer, and they may serve as evidence in any dispute proceedings.

~~8.7.8.8.~~ If the Agreement is concluded by co-owners or co-debtors, or the Agreement is signed by a spouse, the Bank shall have the right to address Notices to one person specified in the Agreement, and this person shall be required to forward the information to other co-owners, co-debtors or the spouse specified in the Agreement.

~~8.8.8.9.~~ The Customer~~Each Party~~ shall have the right, ~~depending on the technical possibilities~~, to choose the means of transmission of Notices, except in the cases specified in the legal acts and/or the Agreements.

~~8.9.8.10.~~ The Parties shall deliver Notices to each other, including the legal obligation to provide information, in Lithuanian or in a foreign language acceptable to both Parties (English or, Russian).

~~8.10.8.11.~~ Notices delivered by the Parties shall be deemed received if they were sent using the most recent contact information available to the Parties:

8.119.1. if the Notice is delivered orally (including by telephone) – as soon as it has been delivered;

8.119.2. if the Notice is served in person – on the day of its delivery;

8.119.3. if the Notice is sent by mail – five (5) calendar days (if the notice is sent outside of the Republic of Lithuania – fourteen (14) calendar days) after sending the notice;

8.119.4. if the Notice is sent by email, to the electronic parcel box address, and by other means of telecommunications – on the Business Day following the day on which the Notice was sent;

8.119.5. if the Notice is published through the Electronic Channels of the Bank – on the Business Day following the day of its publication;

8.119.6. if the Notice is announced publicly – on the day of its announcement.

- 8.11-8.12. If the Customer confirmed the receipt of the Notice at an earlier time than that specified in paragraph 8.1140 of the *General Rules*, the Notice shall be deemed to have been received on such time.
- 8.12-8.13. If the Customer wishes to receive Notices containing confidential information or Bank Secret, or to send such Notices by Means of Distance Communication, the Customer shall assume the potential risk of disclosure of confidential information and Bank Secret to third parties.
- 8.13-8.14. If the Customer or his/her/its representative requests information/certificate concerning the specific services (accounts and balances in the accounts, confirmation of the executed payment transactions, copies of the Agreements, other documents, etc.), the Bank shall have the right to charge a fee and deliver the information/certificate/copy once the fee has been paid to the account specified by the Bank, regardless of whether the Customer or his/her/its representative is serviced at a branch of the Bank or by Means of Distance Communication.
- 8.14-8.15. Having received a Notice from the Bank, the Customer shall, depending on its content, be active and perform the actions specified in the Notice (e.g., provide the requested information or submit documents, contact the Bank employee, confirm or deny the fact, pay the debt, etc.).
- 8.15-8.16. If the Customer does not receive from the Bank a copy of the Agreement or Bank's Notices which he/she/it should have received under the Agreement or a request submitted by the Customer, he/she/it shall immediately inform the Bank thereof.

IX. CLAIMS AND DISPUTE RESOLUTION

- 9.1. The Customer's inquiries regarding the services provided by the Bank or claims regarding the Bank's actions that may have breached the statutory, contractual requirements and/or interfered with the legitimate interests of the Customer shall be handled by the Bank.
- 9.2. The procedure, time limits, required documents and information for the examination of the Customer's inquiries/claims in the Bank, as well as other terms of the examination of inquiries/claims are published on the website of the Bank at www.sb.lt (Handling Customer Claims). At the Customer's request, the Bank shall provide the Customer with printed information about the procedure and terms of examination of inquiries/claims in the Bank.
- 9.3. If the Bank's reply to the Consumer's claim does not satisfy the Consumer, or the Consumer did not receive a reply, the Consumer shall have the right to apply to the Bank of Lithuania (Totorių g. 4, Vilnius, www.lb.lt) within one year from the date of application to the Bank, as an institution examining disputes arising between consumers and financial market participants in connection with the provision of financial services in accordance with the procedure established by law, as well as to a court in accordance with the procedure established by law.
- 9.4. The *General Rules*, *Payment Rules*, *Service Rates*, *Agreements* and/or *Terms of Service* are subject to the laws of the Republic of Lithuania, unless otherwise agreed by the Parties or otherwise provided in the legal acts of the Republic of Lithuania. Disputes regarding the fulfilment of the terms of the Agreement shall be settled in the courts of the Republic of Lithuania.

X. BANK SECRET

- 10.1. The information constituting the Bank Secret is regulated by the legal acts of the Republic of Lithuania. A Bank Secret is information known to the Bank about:
- 10.1.1. the fact that the person is a Customer of the Bank and the financial services provided to him/her/it, as well as his/her/its account numbers;
- 10.1.2. balances of funds in the accounts held by the Customer, performed or executed payment transactions, debt obligations of the Customer to the Bank, circumstances of the provision of financial services to the Customer, terms of Agreements;
- 10.1.3. the Customer's financial situation and assets, business plans, debt obligations to other persons or transactions with other persons, trade/industrial or professional secrets.
- 10.2. The information constituting the Bank Secret may be disclosed to third parties only in the cases provided for in the applicable legislation, these *General Rules* and/or the Agreement and/or with a written consent of the Customer specifying the addressees of such information and the specific information to be disclosed.
- 10.3. The Bank shall have the right to provide the information constituting the Bank Secret to persons that provide services to the Bank supplementing financial services offered by the Bank, if due to the specifics of the provision of such services it is necessary to disclose the information that constitutes the Bank Secret, as well as to a court, arbitration tribunal or other persons, where this is necessary for the protection of the legitimate interests of the Bank and only to the extent necessary for the protection of the interests of the Bank, as well as to public authorities for the purposes of crime prevention.
- 10.4. The Bank shall provide the information constituting the Bank Secret to:
- 10.4.1. institutions performing the functions of pre-trial investigation, criminal intelligence, intelligence, tax administration, administration of the Deposit Insurance Fund and Liabilities to Investors Insurance Fund, supervision of the processing of personal data, supervision of the financial market, out-of-court settlement of disputes between consumers and financial market participants in accordance with the Republic of Lithuania

Law on the Bank of Lithuania, prevention of money laundering and/or terrorist financing, if such information is necessary for the performance of the functions referred to herein;

10.4.2. notaries and bailiffs, if such information is necessary for the performance of the functions of notaries and bailiffs established by law.

10.5. In other cases, the information constituting the Bank Secret shall be provided only on the basis of a reasoned court ruling.

10.6. Information which constitutes a bank secret shall only be provided to the Customer to whom such information is related or to other persons upon the Customer's written request or written consent, specifying to whom and what information may be provided. If the Customer requests information constituting a bank secret by Means of Distance Communication, the Bank shall provide such information if the request is received from the Customer using the Customer's contacts stored in the Bank's information system and it is possible to identify the Customer by means of Authentication Tools. If the Customer contacts the Bank using other available contacts that are not stored in the Bank's information system, or the Bank has reasonable suspicions as to the proper identification of the Customer, the Bank shall not provide the Customer with any information constituting a bank secret by Means of Distance Communication.

XI. PROCESSING OF PERSONAL DATA AND CONFIDENTIALITY

11.1. The Bank takes care of the protection of the Customer's personal data and privacy. When providing its services, the Bank collects, uses, stores, and otherwise processes the Customer's personal data for the purposes of conclusion and performance of Agreements, fulfilment of the Bank's obligations under the applicable legislation and for other purposes that meet the requirements of the legal acts of the Republic of Lithuania, the General Data Protection Regulation of the European Union (No. 2016/679) and other legislation.

11.2. The Bank collects, uses, stores, and otherwise processes the Customer's data as set out in the Bank's *Personal Data Protection Rules*, individual Agreements or in accordance with the statutory requirements. The *Personal Data Protection Rules* are available on the website of the Bank and are an integral part of the services provided by the Bank. For the purpose of ensuring the protection of the Customer's personal data and privacy, the Bank shall have the right to unilaterally amend the *Personal Data Protection Rules* and/or supplement/update them by including relevant data security and processing information without prior notice to the Customer.

11.3. Before concluding the Agreement with the Bank, the Customer must get acquainted with the *Personal Data Protection Rules*. If the Customer does not understand the *Personal Data Protection Rules* or any part thereof or finds them unclear, the Customer is required to inform the Bank thereof before concluding the Agreement or before the service is provided, and the Bank shall clarify to the Customer any issues.

11.4. The Customer shall immediately inform the Bank in writing if he/she/it becomes aware that the Bank collects, uses, stores, and otherwise processes inaccurate or irrelevant personal data of the Customer, or the Customer believes that the Bank collects, uses, stores and otherwise processes any personal data of the Customer in violation of the applicable statutory requirements.

11.5. If in the cases where, for the purposes of concluding and performing the Agreement, or as required by the applicable legislation, the Customer provides to the Bank personal data of guarantors, property owners, family members, representatives of the Customer or other third parties and the Bank processes such data for the purposes of concluding and performing the Agreement, providing its services and for other legitimate purposes, the Customer shall inform such third parties that the Bank shall process their data as set out in the *Personal Data Protection Rules*. When the Customer provides the Bank with the data of third parties specified herein, it shall be presumed that the Customer has informed these third parties thereof and the Bank shall not be required to inform such third parties thereof.

11.6. Information on the negotiations between the Bank and the Customer regarding the conclusion of the Agreement and/or provision of the services of the Bank, the terms and conditions of the Agreement, the terms and procedure of the provision of the services of the Bank to the Customer, the course of negotiations, technological knowledge, trade secrets, payment transactions and any other information received from the other Party during the performance of the Agreement shall be confidential and shall not be disclosed to other parties without the consent of the other Party, except as provided by law, the Agreement, the *General Rules*, the *Payment Rules* and the *Terms of Service*.

11.7. If the Customer fails to fulfil or improperly fulfils the obligations provided for in the Agreement and/or Terms of Service, the Bank shall have the right to disclose the Customer's personal data to third parties (e.g., lawyers providing services to the Bank; processors or controllers managing joint debtor data, law enforcement authorities, etc.) for the purposes of securing the interests of the Bank and other creditors.

11.8. The Bank shall have the right to disclose confidential information to persons that provide services to the Bank supplementing financial services offered by the Bank, if due to the specifics of the provision of such services it is necessary to disclose confidential information. In such event, the Bank shall ensure that such third parties undertake not to disclose the confidential information received.

11.9. Confidential information shall not include information about the Party that:

11.9.1. was publicly available at the time of receiving it or becoming aware of it;

11.9.2. has become publicly available or known without the fault of the other Party;

- 11.9.3. was received from a third party that obtained the information without an obligation to keep the information confidential;
 - 11.9.4. cannot be deemed confidential in accordance with the applicable legislation;
 - 11.9.5. is not deemed confidential based on a written statement of the Party providing the information.
- 11.10. Confidentiality obligations shall apply to the Parties for an indefinite period.

XII. INFORMATION SYSTEM OF THE BANK

- 12.1. The Bank shall have the right to improve its information system and eliminate its deficiencies, even if this may cause and/or causes temporary disruptions in the provision of services to the Customers. The Bank shall plan such improvements and rectification of deficiencies in the information system and, where possible, perform them at night or on a non-Business Day. The Bank shall inform the Customers in advance about the planned improvement/replacement/reorganisation of its information system on the website of the Bank and/or through Electronic Channels.
- 12.2. The provision of all or part of the services of the Bank shall be suspended during the necessary repair, maintenance, renewal and/or replacement of the software and/or hardware and/or other infrastructure used by the Bank, improvement of internal procedures and other similar circumstances. To avoid any potential losses, the Customers are required to take all measures to prepare for possible disruptions in the provision of the services of the Bank. The Bank shall not be liable for the Customer's losses incurred due to the Customer's inability to use the services of the Bank due to the improvement of the information system and/or elimination of its deficiencies performed by the Bank.
- 12.3. In special circumstances and due to substantial reasons, in order to avoid potential losses of the Bank and/or its Customers, the Bank shall have the right to perform the elimination of the deficiencies of the information system immediately, at any time of the day, and within the shortest possible time.
- 12.4. When improving the information system or the provision of services, the Bank may refuse to use the selected Electronic Channels or introduce new Electronic Channels, refuse the existing and use new Authentication Tools, or perform other actions to ensure that the provision of the services of the Bank to its Customers is simple, clear and meets the security requirements set forth in the applicable legislation.
- 12.5. The Bank may introduce changes to its information system or Electronic Channels in stages, by gradually transferring the data of the Customers required for the provision of the services of the Bank to the new information system or by transferring the services to the new Electronic Channels. The Bank shall inform the Customer about the changes on the website of the Bank or by other means. When making changes to its information system, the Bank shall have the right to unilaterally change the bank account numbers, transaction numbers and other details provided to the Customers, ensuring that such changes do not interfere with the legitimate interests of the Customers or otherwise affect the obligations of the Parties.
- 12.6. If unforeseen disruptions or automatic errors occur in the information system during its improvement and/or elimination of its deficiencies (e.g., terms of execution of transactions are changed, interest rate different from that agreed in the Agreement are set, commission fees no longer apply or the amount thereof is changed, payment transactions are duplicated or not executed, etc.), the Bank shall have the right to unilaterally eliminate such errors in the information system, restore the transaction to that agreed on with the Customer, and inform the Customer thereof.
- 12.7. The Bank shall have the right to refuse to provide a service if, due to improper operation of the third-party information system (e.g., PLAIS, PRDB, public registers, systems of operators) or other technical problems that are beyond the Bank's control, the Bank is unable, or it is impossible for the Bank to provide the service properly.

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