

E-SERVICES AGREEMENT GENERAL PART

Definitions

1. Terms used in the present Agreement shall be defined as follows:

- 1.1. Bank – shall mean SEB Vilnius Bankas;
- 1.2. Electronic-channels – shall mean the electronic system of the Bank's services via the Internet, by phone and by mobile phone;
- 1.3. Bank's services via the Internet – shall mean the electronic service system available on the Internet;
- 1.4. Bank's services by phone – shall mean the electronic service system of a telephone customer;
- 1.5. Bank's services by mobile phone – shall mean the electronic service system of a mobile phone customer;
- 1.6. Securities trading via the Internet – shall mean the system for securities trading via the Internet;
- 1.7. Website – shall mean the Internet site: www.seb.lt;
- 1.8. Terms and Conditions – shall mean the Terms and Conditions available on the Website for providing and for the use of the Bank's services;
- 1.9. Agreement – shall mean the present Agreement on providing e-services, which Agreement consists of the General Part, Special Part, General Regulations (hereinafter referred to as the General Regulations) and of the Terms and Conditions with subsequent amendments and supplements;
- 1.10. Customer – shall mean a person whose data are indicated in Item 1 of the Special Part of the Agreement, and who has executed the Agreement with the Bank;
- 1.11. User – shall mean the Customer or any person specified by the Customer in the Agreement who handles the Customer's accounts via the system and whose data are indicated in the Special Part;
- 1.12. Security Measures – shall mean an identification code, identification pass and/or the communication session pass issued by the Bank to the Customer or User;
- 1.13. Means of identification – shall mean the password card or the digipass issued by the Bank to the User;
- 1.14. Accounts – shall mean the Customer accounts opened with the Bank, which accounts are indicated in the Special Part of the Agreement or the Customer's accounts opened via the electronic channels at the Customer's request;
- 1.15. Message – shall mean the Customer's notification or instruction on disposing of funds or on execution of a payment instruction as well as any other message sent to the Bank via electronic channels;

Subject of the Agreement

2. The present Agreement shall regulate providing of the Bank's services via e-channels. The Customer/User shall be entitled to familiarise with the Terms and Conditions at the Website. The Bank shall be entitled to unilaterally change the Terms and Conditions upon a prior 30 (thirty) calendar days' announcement on the Website.

3. The Bank, when providing services via e-channels, and the User, when using the e-channels, shall comply with the agreements executed between the Bank and the Customer as well as with the present Agreement, General Regulations and Terms and Conditions.

4. Having entered into the Agreement the Customer, or a User indicated in the Agreement by the Customer shall be entitled to execute any account transaction using the e-channels. The present Agreement shall constitute a unilaterally irrevocable agreement between the Bank and the Customer/User in that, according to Article 6.192 of the Civil Code and Article 8 of the Law on Electronic Mail, the Customer's instructions regarding disposing of the Customer's monetary funds or regarding execution of payment instructions, produced under the procedure established herein using the Means of Identification and Security Measures issued by the Bank, shall be legally binding and effective.

Obligations of the Bank

5. The Bank does undertake:

- 5.1. at a fee fixed by the Bank to issue the User the Means of Identification and Security Means used in account handling, agreement drawing, for sending Messages to the Bank via the e-channels and for receiving information on the status of the Accounts;
- 5.2. issue the Means of Identification and Security Means to the Users;
- 5.3. consider any Message sent via e-channels on the use of funds in the Customer accounts, on securities transactions, executed agreements or as well as on any other services to be the User's signed and confirmed Message, provided that at the start of the communication session correct Security Measures were used, and make relevant records with the e-channel systems;

5.4. to execute any Message sent via e-channels provided the balance of the Account is sufficient for executing the transaction indicated in the Message as well as for debiting a fee for a relevant transaction based on the Bank's services and operations fees;

5.5. to replace, at a fee fixed in the Bank's services and operations fees, the Means of Identification or Security Measures, if the Customer/User declares that confidentiality of such Means or Measures has been violated or the Means of Identification have been irreparably damaged through his/her/its fault or through the fault of any third persons;

5.6. to apply relevant organisational and technical measures meant to protect personal data provided by the Customer/User against any incidental or illegal destruction, replacement, disclosure or against any other unlawful handling.

Obligations of the Customer/User

6. The Customer/User does undertake:

6.1. to consider that the User's authenticity has been confirmed, to recognise the Messages sent to the Bank via the e-channels Customer's and consider them signed and confirmed, provided that at the start of a communication session relevant Means of Identification and Security Measures were used.

6.2. To ensure that the Bank's services offered via the e-channels would be used by persons indicated by the Customer in the Agreement in accordance with legal acts of the Republic of Lithuania that regulate settlements and disposing of funds;

6.3. to entitle the Bank to make recordings of the Bank's and the Customer's/User's conversations by telephone, when the Customer/User requests to block any service via the e-channels or to cancel such block. Recordings of conversations shall be kept as evidence in the event of a dispute;

6.4. to preserve the Means of Identification and Security Measures, to forthwith notify the Bank of a loss of or any violation of such Means or Measures confidentiality. If the loss of Identification and Security Measures is related with illegal acts of third parties the Customer shall have to immediately notify legal enforcement institutions about it. If the Customer is using the Bank's services by mobile phone, the Customer/User shall immediately notify the Bank about the loss of his/her mobile phone. The responsibility for the Means of Identification and Security Measures shall rest with the Customer or the User indicated in the Agreement since the moment of issue thereof;

6.5. to give Messages via the e-channels only on securities which are owned by the individual ownership right by the Customer and are not jointly owned, or on such securities that are jointly owned, yet one of the joint owners has authorised another joint owner to dispose of the part of property title whereto is vested in the first joint owner.

6.6. to give payment instructions, execute agreements and perform any other actions specified in the Terms and Conditions via the e-channels in accordance with the terms that were acknowledged and accepted by the Customer when executing the Agreement and/or when using the Bank's services via the Internet.

Responsibilities of the Parties

7. The User may not change the e-channels or enable any one else to carry out such actions. The User shall ensure security of hardware, software or any other installations, i.e., regularly update anti-virus software, e-mail protection against spam or spyware. If the User fails to comply with said requirements, the Bank shall be released from any liability or any fulfilment of obligations under the present Agreement.

8. The Bank shall bear no responsibility, if the User has been unable to use the e-channels for the reason of having no hardware, software or any other installations, or due to defects/failures of such hardware, software or any other installations.

9. Upon verification of the data indicated in the User's Messages and, there being no circumstances referred to in Item 5.6, the Bank shall have no right to refuse meeting the requirements established under the Agreement, therefore, the User shall be responsible for not only its own Messages provided via the e-channels, but also for those provided on its behalf by any third persons.

10. The Bank shall bear no responsibility for any misleading data contained in the User's Message, if such data are technically correct and have been duly provided using the Means of Identification and Security Measures issued by the Bank to the Customer.

Miscellaneous

11. The Means of Identification and Security Measures shall be valid by the maturity indicated in the Agreement. The Means of Identification that the User receives or acquires shall become the Customer's property.

12. The present Agreement shall become effective on the day of its signing. Each Party hereto shall be entitled to terminate it by giving at least 30 (thirty) calendar days' notification to the other Party in writing or via the e-channels. In the event of termination of the present Agreement the Bank

shall not reimburse the Customer for the fees paid for the issue of the Means of Identification.

13. The Bank shall have a right to immediately terminate the Agreement and services by the e-channels by giving at least 3 (three) calendar days' notification in such case if the Customer when using the Bank's services via the e-channels is in breach of the terms established by the Bank or makes unfair deliberate acts that cause damage to the Bank's informational systems or may cause damage hereof.

14. In the event of a change of the Customer's address, the Bank account numbers, mobile phone numbers or any other requisite information indicated in the Special Part of the Agreement, the Customer must forthwith notify the Bank of such change. Having failed to fulfil said requirement, the Customer shall not have a right to make any claims or rejoinders in that the Bank's actions carried out in accordance with the Customer's latest requisite information known thereto do not comply with the present Agreement or that it has not received any notification sent according to said requisite information.

15. The present Agreement shall supersede all previous agreements between the Parties regulating relations thereof when using the e-channels by the Customer.

16. The present Agreement has been drawn in the English language in duplicate – one for each Party. Both copies of the present Agreement shall be equally binding.

17. With the help of the e-channels, the Customer may execute agreements (deposit, securities account or **any other agreements specified by the Bank**) with the Bank, **submit an application to the Bank for amendment** of the terms and conditions of the agreements already entered into, including the present Agreement.

18. One system User appointed by the Customer may be issued, in the name of the Customer, one Means of Identification.

Fees

19. The Bank shall be entitled to unilaterally change the services and operations fees and does undertake to place a relevant prior no less than 30 (thirty) calendar days' announcement in daily *Lietuvos Rytas* or by the e-channels or on the Website.

20. For the issuance or replacement of his/her/its Means of Identification or Security Measure as well as for the use of the e-channels, the Customer does undertake to pay fees fixed in the Bank's services and operations fees and ensure that there are sufficient funds in the accounts indicated in Items 1.7 and 3.4 of the Special Part of the Agreement for payment of fees payable to the Bank.

21. The Customer does confirm his/her/its consent for the Bank to debit, without a separate approval, fees payable to the Bank by the Customer for the issuance or replacement of the Customer's Means of Identification or Security Measure, for the use of the e-channels to the Customer's account referred to in Items 1.7 and 3.4 of the Special Part of the Agreement.

Money Transfer

22. The Bank shall execute a payment instruction given by the User via the e-channels on the day when such instruction is given. If the User gives a payment instruction after the Bank's business hours or during the Bank's business hours, yet later than the time indicated in the Terms and Conditions, the day of giving a payment instruction to the Bank shall be deemed the Bank's next business day.

23. If the Customer lodges his/her/its request to buy or sell foreign currency after the Bank's business hours or off business hours of the Bank, currency exchange shall be exchanged on the following business day of the Bank according to the exchange rate fixed by the Bank on such day.

24. The procedure for securities transactions executed by the User shall be regulated by a Securities Account Agreement.