

# Request for a SEPA Direct Debit Service

Date \_\_\_\_\_

## Payer

Name and surname / Company name		Personal / Business ID number
Payer's IBAN account number (EUR)	Payer's bank <b>AB SEB bank</b>	SWIFT code <b>CBVILT2X</b>
Limit per transaction ( <b>recommended to set</b> )	Type <input type="checkbox"/> One-off <input type="checkbox"/> Recurrent	Valid until

## Payee

Payee's name

Payee's identifier

The Payer shall, by submitting the present Request for the SEPA Direct Debit Service (hereinafter the 'Request') to AB SEB bankas (hereinafter the 'Bank'), conclude with the Bank a SEPA direct debit agreement, which consists of the present Request, the description of the SEPA direct debit service and the General Rules of AB SEB bankas.

## Payer's consents, representations

**I agree** to the transfer of funds from the account specified in my Request for SEPA Direct Debit Service in accordance with SEPA direct debit payment orders submitted by the Payee in accordance with the rules set out in the SEPA Direct Debit Service Description.

**I confirm** that I have read the SEPA Direct Debit Service Description, agree with the conditions specified therein and undertake to comply with them.

**I agree** that my personal data provided in the Request are transferred to the Payee for the purpose of providing the SEPA direct debit service.

**Customer**

**Bank officer**

\_\_\_\_\_  
signature, name and surname

\_\_\_\_\_  
signature, name and surname

## 1. Definitions

**Description** means the SEPA direct debit (hereinafter the 'SEPA DD') service description.

**Bank** means AB SEB bankas.

**Payee** means the payee to whom the Payer has given the Consent.

**Payee's identifier** means the Payee's identification number, which enables to identify the Payee to whom the funds are transferred from the Account according to the SEPA DD order.

**Price List** means the Bank's service and transaction price list.

**Payer** means a natural or legal person that has the Account and has given the Consent to debit funds according to the SEPA DD order.

**Payment Date** means the day specified in the SEPA DD order when the Account must be debited.

**Request** means the Payer's request to the Bank for using the SEPA Direct Debit Service.

**Account** means the Payer's payment account in the euro currency with the Bank as indicated in the Request.

**SEPA DD order** means the Payee's initiated SEPA direct debit order to the Bank to debit the Payer's account and transfer the funds to the Payee's account.

**Agreement** means a SEPA direct debit agreement between the Bank and the Payer consisting of the Request, the Description, AB SEB bankas' General Service Rules and the Price List.

**Consent** means the Payer's consent to the Payee and permission (directly or indirectly through the Payee) to the Bank, on the basis of which the Payee may initiate the Account debiting, and the Bank may execute the SEPA DD orders.

**SEPA direct debit** means a cross-border payment service (offered in the European Union and the European Economic Area countries), which involves the Account debiting, where a payment transaction is initiated by the Payee based on the Payer's consent.

2. Upon concluding the Agreement, the Payer and the Bank agree that the Bank shall debit the Payer's Account based on the SEPA DD orders provided by the Payee.
3. The Payer shall be identified by reference to the Account number provided in the SEPA DD order.
4. If upon giving the Consent to the Payee the Payer has indicated the validity period of the Consent, the Payer must, upon concluding the Agreement, indicate the period of validity in the Request to the Bank.
5. The Payer's Consent must be kept with the Payee, and the latter shall be responsible for the communication of the information about the Consent to the Bank.
6. The Bank shall not verify the basis on which the Payer has given the Consent nor whether the content of the Consent is in line with the Payer's interests.
7. The Payer shall, in consideration for SEPA DD services, pay to the Bank the fee set in the Price List.
8. The Bank shall debit the Account based on the SEPA DD order and shall make a relevant transfer to the Payee only provided the balance of the Account is sufficient for the execution of the SEPA DD order as well as for payment of the Bank's fee for the transaction.
9. The Payer shall have the right to withdraw the Consent at any time by notifying the Payee. Upon revocation of the Consent, the Payer shall notify the Bank in writing of the termination of the Agreement.
10. The Payer shall have the right to instruct the Bank not to execute any SEPA DD orders, upon giving the Bank and the Payee a relevant notice. Such an order shall be submitted to the Bank in writing and shall take effect no later than on the next business day after the Bank receives a relevant notice, provided the notice is submitted no later than at 14:00.
11. In the Request, the Payer may list specific Payees whose SEPA DD orders may be executed by the Bank. The SEPA DD orders that the Bank will execute shall be only the ones given by the Payees, and will reject all others, if any. Alternatively, the Payer may list specific Payees whose SEPA DD orders must not be executed by the Bank. The Bank will then execute any and all received SEPA DD orders except from the Payees specified by the Payer; the Bank will reject the SEPA DD orders from said Payees. Such choice of the Payer shall take effect no later than on the next banking day after the Bank receives a relevant notice, provided the notice is submitted no later than at 14:00.
12. The Bank shall execute SEPA DD orders under the terms and conditions specified in the Description according to the details specified in the Payer's Request. The Bank shall not be liable for any loss incurred by the Payer or third parties, if the SEPA DD order is not executed due to the fact that on the payment date the balance of the Account is insufficient for debiting the required amount or if there is no valid Consent and / or the Payee's payment service provider fails to fulfil its obligations. The Payer must ensure a sufficient balance of the Account no later than by 12:00 on the Payment Date.
13. A SEPA DD order shall be executed by debiting the Account with the payment amount specified in the SEPA DD order submitted by the Payee on the Payment Date. If the Payment Date is a non-banking day, the payment shall be executed on the next banking day.
14. In the Request, the Payer may indicate the maximum amount (limit) of the payment transaction that the Bank may debit from the Account in accordance with the SEPA DD order. If the amount of the SEPA DD order exceeds the transaction limit specified in the Request, the SEPA DD order shall not be executed.

15. Funds shall not be debited from the Account or the SEPA DD order shall be rejected on the day of its receipt, if:
  - 15.1. the Bank has been notified of the revocation of the Consent in accordance with Clause 9;
  - 15.2. the Payer has instructed the Bank not to execute the SEPA DD order in accordance with Clause 10;
  - 15.3. in the Request the Payer has instructed the Bank not to execute any particular SEPA DD order submitted by the Payee;
  - 15.4. the balance of the Account is insufficient to execute the SEPA DD order and to debit the Bank's relevant fee. The Bank shall not debit the Account at all in accordance with the SEPA DD order, if the balance of the Account is insufficient to cover the entire amount indicated in the SEPA DD and the amount of the Bank fees;
  - 15.5. the disposal of the Account is restricted in accordance with relevant legal acts;
  - 15.6. the Account number indicated in the SEPA DD order is different than that indicated in the Request. SEPA DD orders may be executed only from the Payer's Account in the euro currency;
  - 15.7. the Payer's Account indicated in the Agreement is to be closed;
  - 15.8. the Payer has not concluded the Agreement with the Bank.
16. The Payer shall have the right, in accordance with the Law on Payments of the Republic of Lithuania, to demand the Bank to refund the amount of payment debited in accordance with the SEPA DD order within 8 (eight) weeks from the date of the Account debiting. Upon receipt of the request for a refund, the Bank shall make the refund no later than within 10 (ten) business days. When the Payer has exercised this right and has recovered the debited funds, the Payee shall have the right to demand from the Payer to pay the amount owing to the Payee. If the Payer wishes that the SEPA DD orders received from this particular Payee are not executed, the Payer shall indicate it in the Request, as defined in Clause 15.3.
17. The Payer shall immediately notify the Bank in writing of any executed illegal (without the Payer's Consent) SEPA DD order as soon as the Payer becomes aware of it, but not later than within 13 (thirteen) months after the day of execution of such illegal SEPA DD order.
18. The Bank shall not be liable towards the Payer for illegal execution of the SEPA DD order, if the Payer has failed to notify as defined in Clause 17 within 13 (thirteen) months after the day of the execution of the illegal SEPA DD order.
19. The Agreement shall enter into force from the moment of its signing and shall be valid indefinitely or until the date specified in the Application.
20. The Agreement shall be terminated without separate notice to the Payer, if the Bank terminates business relationship with the Payer in accordance with the procedure set out in the General Service Rules of AB SEB bankas.
21. In other cases, the Bank shall have the right to unilaterally terminate the Agreement upon notifying the Payer thereof 60 (sixty) calendar days in advance. The Parties must perform the Agreement until fulfilment of their contractual obligations.
22. The Payer shall have the right to terminate the Agreement by notifying the Bank thereof in writing. In this case, the termination of the Agreement shall take effect no later than on the next business day after the Bank receives the notice or on the day specified in the Payer's notice.
23. The Bank shall not participate in the process of resolution of disputes arising between the Payer and the Payee.