

SECURITIES ACCOUNT HANDLING AGREEMENT  
SPECIAL PART

YYYY MM DD	
BANK DETAILS	
Name AB SEB BANK	Address Konstitucijos ave. 24, 08105 Vilnius, Republic of Lithuania
Legal code 112021238	Telephone +370 5 268 2800 (for private clients) +370 5 268 2822 (for business clients)

CLIENT DETAILS	
Name NAME SURNAME	
ID code/ Registry code 0000000000	Tax residency LTU
Category assigned to the Client <input type="checkbox"/> Professional <input type="checkbox"/> Non-Professional <input type="checkbox"/> Eligible Counterparty	

SECURITIES ACCOUNT DETAILS	
Securities account type Intra-bank securities account	Securities account of a special type Owner account
Securities account No VPLT000000	Cash account bound to securities account LT00000000000000000000 EUR

By signing the Agreement I, the Client, hereby confirm that:

- 1) I have been duly informed and agree that the Bank, if necessary, executes my Orders related to financial instruments in accordance with the Bank's [Policy for the Execution of Orders](#) outside the Trading venue;
- 2) I have read the Agreement (its Special Part and General Provisions) and undertake to respect it. Also, I confirm that I have read and undertake to respect the [General Service Rules of SEB Bank](#), [Policy for the Execution of Orders](#), [Description of the Financial Instruments and Related Risks](#), [Information regarding client's category](#), [Conflict of Interest Prevention Policy](#), [Policy on the Processing of Personal Data](#), [Information on the integration of sustainability risk assessment](#) and current [Securities services fees and commission charges](#);
- 3) I wish to receive the Documents which are referred to in the Clause 2 as well as information provided by the Bank (for example, [Key Information Documents](#), pre (ex-ante) information on costs and charges, etc.) to receive on the [Bank's website](#) and I have access to the Internet. I wish to receive the Bank's information, which is provided personally to me, on the Internet Bank. In order to obtain any particular information not on the Bank's website or the Internet Bank, but in a hard copy version, I agree to obtain it by appearing at any branch of the Bank;
- 4) I agree that the Agreement concluded on the Internet Bank takes effect from the moment of conclusion of the Agreement;
- 5) I have been duly informed and agree that I am considered a Non-professional client, unless I meet statutory criteria for the recognition and treatment as Professional client or Eligible Counterparty;
- 6) I am: \*  MARRIED,  NOT MARRIED.

*\*Confirmation for natural persons only*

CLIENT   <hr/> (Name, surname and signature of client/ client's representative)	BANK Name, Surname Bank branch dd mm yyyy hh:mm  <hr/> (Name, surname and signature of Bank's representative)
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GENERAL PROVISIONS OF  
SECURITIES ACCOUNT HANDLING AGREEMENT

I. Definitions

1.1. Amount of Settlement means the amount of purchase of the Fund units indicated in the order on the Fund units and the fee applied for the purchase of the Fund units in the currency of a relevant chosen Fund.

1.2. Bank means AB SEB bankas, legal entity code 112021238, address Konstitucijos ave. 24, 08105 Vilnius, e-mail address: info@seb.lt, phone +370 5 268 2800 (private customers), +370 5 268 2822 (business customers), website: www.seb.lt; data about the Bank are collected and kept in the Legal Entities Registry of the Republic of Lithuania. The Bank provides financial services as specified in the Law on Financial Institutions of the Republic of Lithuania, and also provides Investment services as specified in the Law on Markets in Financial Instruments of the Republic of Lithuania, as of 29 November 1990, the Bank was issued banking license No. 2 by the Bank of Lithuania; the Bank's activities are supervised by the Bank of Lithuania (address Konstitucijos ave. 24, 08105 Vilnius, tel.: +370 5 2680029, e-mail: info@lb.lt, website: [www.lb.lt](http://www.lb.lt)).

1.3. Documents mean the General Rules approved by the Bank (hereinafter the 'Rules'), Best Execution Policy, Handling of Conflicts of Interest Policy, Description of the Financial Instruments and Related Risks, Information on Client Category, Personal Data Processing Policy, Securities services fees and commission charges.

1.4. Fund means collective investment undertaking, an investment fund, in connection with which the Order is submitted:

1.4.1. Investment fund managed by SEB Investment Management AB (hereinafter 'SEB Fund');

1.4.2. another investment fund.

1.5. Investment service means the following service provided under the present Agreement in relation to securities: 1) reception and transmission of Orders; 2) Order execution on behalf of a Client; After the Client has concluded respective additional agreements with the Bank, the Investment Service in accordance with this Agreement may also be considered the following service and activity: 3) portfolio management; 4) investment advice.

1.6. Category means the category assigned to the Client by the Bank, i.e., Non-professional or Professional or Eligible counterparty taking into consideration the Client's knowledge, skills and experience in the investment area and other criteria established in the Law on Markets in Financial Instruments of the Republic of Lithuania.

1.7. Client means any legal or natural person indicated in the Agreement or, if the Agreement is concluded in the SEB mobile application, a natural person who confirms the Agreement in the SEB mobile application by means of identification issued by the Bank or acceptable to the Bank, and in whose name the Securities account is opened.

1.8. LB means the Central Bank of the Republic of Lithuania.

1.9. Nasdaq CSD SE means the Baltic Central Securities Depository.

1.10. Non-professional means the Client not assigned to the Professional or Eligible counterparties.

1.11. Transaction means buying, selling, exchange of Securities, periodic purchase of SEB Fund units as well as any other Securities transactions related to the services provided by the Bank.

1.12. Order means the Client's Order given to the Bank in the manner and form indicated in the Agreement to execute

Securities Transactions following the procedure established under the Agreement. The Order is deemed to be an integral part of the present Agreement.

1.13. Trading venue – regulated market, multilateral trading facility or organized trading facility.

1.14. Professional means the Client who meets the criteria of the Professional client established in the Law on Markets in Financial Instruments of the Republic of Lithuania.

1.15. Agreement means the present Securities account handling agreement consisting of the Special and the General Parts. The documents are deemed to be an integral part of the Agreement.

1.16. Saving Bonds means the saving bonds of the Government of the Republic of Lithuania.

1.17. Saving bonds issuance and circulation organising rules means the Rules of for the Issuance and Organising the Turnover of Saving Bonds of the Government of the Republic of Lithuania, approved by Order of the Minister of Finance of the Republic of Lithuania No. 1K-417, dated 7 December 2012 that establishes the procedure for the issuance and turnover of savings bonds.

1.18. Eligible counterparty has the meaning as defined by the Law on Markets in Financial Instruments of the Republic of Lithuania.

1.19. Saving Bonds Issuer means saving bonds issuer the Ministry of Finance of the Republic of Lithuania.

1.20. Securities means equity and non-equity Securities that are traded on a Trading venue or that are or may be held in the Securities account, also, the Fund units and other transferable securities, as they are defined by the Law on Markets in Financial Instruments of the Republic of Lithuania.

1.21. Securities account means the Securities account i opened upon agreement with the Bank in the name of the Client.

1.22. Other definitions of terms written in upper case first letter are the same as those provided in the Rules or any other documents.

II. Subject-Matter of the Agreement

2.1. The Agreement shall regulate the relations between the Bank and the Client that arise at the point where the Bank in the name of the Client opens or closes the Securities account, and when the Client gives Orders to the Bank and when the Bank executes the Transactions based on the Client's Order, and where Bank acts as a custodian of the Client's Securities, including information on Securities from operators of the Trading venues. Based on the Client's Orders, the Bank shall execute Transactions in the Client's name and the Client's account.

2.2. Under the present Agreement the Bank does undertake to open a Securities account for the Client, provide brokerage services when the Client aims, in its own name and on its own account, to acquire Securities, also to provide the Client with Securities custody services as stated in this Agreement. The trading venues where the Bank mediates and the securities in respect of which the Bank provides brokerage and / or custody services are subject to change without notice.

2.3. If a depository service agreement has been signed between the Client and the Bank, in case of any controversy or discrepancy between the provisions of the depository service agreement and the Agreement, the provisions of the depository service agreement shall apply.

2.4. Relations between the parties shall be regulated by the Law on Securities of the Republic of Lithuania, Law on Markets in Financial Instruments of the Republic of Lithuania, resolutions of LB and other legal acts, internal rules of the Bank regulating execution of the operations.

2.5. when the Bank provides brokerage services to the Client, the relations between the parties shall also be regulated by the regulatory acts of a Trading venue where the Transaction is executed, as well as by legal acts of the countries, where a relevant Order is executed.

### III. Submitting and Accepting the Orders

3.1. The Client, willing to execute any Securities Transactions, shall undertake to submit Orders to the Bank directly himself/herself/itself (personally) or via a duly authorized representative and to indicate in the Order all required information, so that the Bank could duly fulfil the Client's will.

3.2. The Client understands that when the Client independently on its own initiative takes a decision on investing in any particular Securities, the Bank is unable to assess, whether the Client's needs, characteristics and objectives are compatible with the needs, characteristics and objectives of the Securities set target client group, therefore, the Client's interests may be less protected.

3.3. The Client's Orders to the Bank may be submitted in writing, by e-mail, phone, on the Internet Bank, SEB mobile application or on any other electronic channel acceptable for the Bank.

3.4. The Client shall be entitled to submit to the Bank:

3.4.1. buy-Order for Securities;

3.4.2. periodic buy-Order for units of SEB funds;

3.4.3. sell-Order;

3.4.4. request to transfer Securities;

3.4.5. request to cancel the Order.

3.5. The Bank shall be entitled to refuse accepting the Order, if:

3.5.1. the Order or request is not in line with the format established by the Bank;

3.5.2. the Order or request does not contain sufficient information for the Bank for due fulfilment of the Client's will;

3.5.3. the Order or request has been submitted in a manner other than that established in the Agreement or without observing any other provisions established therein.

3.5.4. the Order or request has been submitted beyond the Bank's and/or the Trading venue business hours;

3.5.5. the Bank has doubts regarding compliance of the Order or request with legal acts or Trading venues rules, including the requirements for the prohibition of abuse of the financial instruments market (e.g., security's price indicated in the Order is significantly different from the actual market price); Bank has the right refuse to accept the Order on its own or through automated tools launched to secure the compliance with such requirements.

3.5.6. the Bank has doubts regarding the identity of the person who has submitted the Order by phone, on the Internet Bank, by e-mail, SEB mobile application or on any other electronic channel.

3.5.7. The Bank does not provide brokerage or custody services for the securities specified in the Order.

3.6. the Bank shall have the right to request the Client to confirm the Order submitted by phone, on the Internet Bank, by e-mail or on any other electronic channel and to refrain from executing the Order before an appropriate Client's confirmation is received.

3.7. The Order must indicate its validity period. If no period has been indicated, the Order shall be effective for a single

trading day. Any Order that has not been executed before expiry of its validity period shall become null and void.

3.8. It shall be deemed that the Bank has accepted the Customer's Order, if it has been accepted by the Bank's authorised person or if in the Customer's Internet Bank the Order is indicated as accepted.

3.9. Before submitting a sell-Order to the Bank, the Client does undertake to ensure a sufficient number of Securities in the Securities account or alongside with a sell-Order the Client submits to the Bank a request to transfer the Securities, at the same time undertaking to refrain from the disposal of number of Securities in the Securities account that is indicated in the Client's Order before execution of that Order or cancellation thereof.

3.10. Before submitting a buy-Order to the Bank, the Client does undertake to ensure that the balance of cash in the Client's bank account indicated in the Order is sufficient and/or to transfer the required cash amount to the Client's bank account indicated in the Order, at the same time undertaking to refrain from the disposal of the cash amount in the Client's bank account that is indicated in the Client's Order before execution of that Order or cancellation thereof.

### IV. Instruments for securing due performance of the Client's obligations

4.1. When the Client submits the buy-Order, an amount required for payment against such Order shall be reserved from the Client's bank account indicated in the Order or from funds payable to the Client in consideration for sales of Securities, whereas in case of sales of Securities relevant amount of Securities shall be reserved in the Securities account (hereinafter the 'collateral') and such security shall be deemed pledged to the Bank at the terms and conditions set forth in the Order, thus securing due performance of the Client's obligation:

4.1.1. the Client's (legal entity's) Order shall at the same time be deemed to constitute a written financial collateral arrangement between the parties without transfer of title as provided for in the Law of the Republic of Lithuania on Financial Collateral Arrangements (hereinafter the 'LFCA'), where the assets which, within the meaning of said Law, are deemed to constitute the financial collateral and the obligation is deemed to be a financial liability;

4.1.2. the Client's (natural person's) Order shall at the same time be deemed to be a written arrangement between the parties regarding simple and maximum pledge in accordance with the provisions of Article 4.209 of the Civil Code of the Republic of Lithuania (hereinafter the 'CC'), and shall secure due fulfilment of the Client's (debtor's and collateral provider's) obligation according to the Order, where the collateral as the object of pledge is assigned to the Bank (creditor). Compensation to the Bank in case of default interest and damages sustained as a result of non-performance or improper performance of the obligation shall be secured by maximum pledge, the amount whereof shall equal the amount of the obligation.

4.2. The amount of the collateral shall be in line with the amount of the Securities to be sold or purchased, multiplied by the price per Security indicated in the confirmation of the Order execution plus the fees related to the execution of the Order. The term for the fulfilment of the obligation shall be the payment date indicated in the confirmation of execution of the Order;

4.3. A financial collateral arrangement or an arrangement on a pledge shall be deemed to have been executed upon submitting a relevant Order. The parties agree and express their willingness that the Client's submitted Order (including on the Internet Bank or SEB mobile application) shall be

deemed to be a written agreement between the parties on financial collateral arrangement or an agreement on assigning the pledge and the collateral to the Bank as the collateral taker;

4.4. The Bank shall have the right, following the LFCA and CC requirements applied in any particular case, to unilaterally realize the collateral in case of occurrence of any of the below indicated events (which shall also be deemed to be financial liability enforcement events):

4.4.1. non-performance or improper performance of the Client's obligation towards the Bank based on a relevant Order, initiation of the Client's bankruptcy or restructuring procedure, decision taken on the Client's winding-up;

4.4.2. other cases provided for by laws.

4.5. When realizing or directing a recovery to collateralized Securities, the Bank shall have the right to sell, take over or cover the obligations secured by their value, and when realizing/directing the recovery to cash, to debit the funds to the account and to set off or cover the Client's obligation in any other manner. If collateralized Securities are realized by taking over title thereto and/or by covering the Client's obligation by their value, then the value of Securities being realized in such a manner shall be deemed to be the price at which the sell-Order has been executed;

4.6. By signing the Agreement, the Client shall give his/her/its multiple consent and instruct the Bank to dispose of the Client's cash amount in the Client's account indicated in the Agreement or the Order and funds payable to the Client in consideration for sales of Securities, where funds are required for the purpose of execution of a buy-Order or periodic buy-Order for SEB Fund units or for payment in consideration for the services provided by the Bank under the present Agreement. In cases where insufficient cash amount or funds payable to the Client in consideration for sales of Securities are available in the settlement currency in the Client's account, the Bank shall, without a separate Client's instruction, exchange any other currency in the Client's accounts (if cash amount is available in several different currencies, the Euros will be exchanged first, followed by the US Dollars and any other currencies in alphabetic Order) into the settlement currency at the Bank's non-cash foreign exchange rates fixed on that particular day.

#### V. Ways of providing information

5.1. The entire information related to the Orders, Transactions and Securities account as well as documents meant personally for the Client shall be provided by the Bank to the Client on the Internet Bank or upon the Client visiting any sub-branch of the Bank, unless otherwise stipulated in the Agreement. According to said procedure, the Bank shall provide, including but not limited, confirmation of the Order acceptance, confirmation of the Order execution, notification on circumstances preventing from executing the Order, statement of the Securities Account, quarterly statement on the Client's kept securities and monetary funds, annual report on the costs incurred and other related payments. When the Client uses the investment recommendation service provided by the SEB mobile app, the information specified in this clause may also be provided in the SEB mobile app.

5.2. Information and documents that are not meant personally for the Client shall be provided by the Bank at the Bank's website, on the Internet Bank, SEB mobile application or upon the Client visiting any sub-branch of the Bank, unless otherwise stipulated in the Agreement. According to said procedure, the Bank shall provide, including but not limited, the Documents.

#### VI. Amendment and cancellation of the Order terms

6.1. The Client shall be entitled to amend the Order terms by cancelling the previous Order and by giving a new Order pursuant to the procedures established under the Agreement.

6.2. Upon giving a relevant notification to the Bank the Client shall be entitled to cancel the Order, the validity period whereof has not expired and execution whereof has not been started by the Bank or which has been partially executed by the Bank. If the Client cancels the Order the terms whereof have been partially fulfilled by the Bank, only the terms of the Order that have not yet been fulfilled by the Bank shall be deemed cancelled.

6.3. The Order shall be deemed cancelled, if the Bank receives a notification, which is in line with the Agreement and local legal requirements, on the cancellation of the Order, the validity period whereof has not expired and execution whereof has not been started by the Bank.

#### VII. Execution of the Orders

7.1. The Bank shall execute the Orders for the best interest of the Client and according to the terms indicated in the Order. If no specific terms are indicated in the Order, the terms established under the present Agreement and in the Best Execution Policy shall be applied. Client is duly informed that any specific Order given by the Client may prevent the Bank from taking actions to achieve the best possible result that is established and applied by the Bank in the Best Execution Policy.

7.2. The Bank shall execute the Orders at the Trading venue or outside the Trading venues as laid down in the Best Execution Policy.

7.3. The Bank shall be entitled not to observe the terms indicated in the Order, if in case of occurrence of circumstances that are beyond the control of the Bank, it is necessary for the Client's interests, and the Bank has been unable to obtain the Client's prior advice or the Client has not responded to the Bank's enquiry within a reasonable period of time. In such event, the Bank shall immediately notify the Client of the fact that the Order has been executed under the terms other than those set in the Order.

7.4.. Execution of the Order shall start immediately, unless otherwise indicated in the Order or the Order execution immediately could be disadvantageous for the Client under the Best Execution Policy. In separate cases, upon the Bank's separate consent, when the Client has the right to submit to the Bank the required number of the Securities after the submission of the sell-Order or when the Client has the right to transfer the required amount of funds to the Client's bank account after the submission of the buy-Order, execution of the Order shall start after the Client has accumulated a sufficient number of Securities in the Securities account or has accumulated a sufficient amount of cash in the bank account, or a sufficient overdraft line is available, unless otherwise agreed with the Client.

7.5. If due to certain hindrances the Bank is unable to start execution of all or some of the terms of the Order, or all or some of the terms of the Order cannot be executed over a reasonable period of time due to any circumstances on the Trading venue where the Order is placed or outside of it, the Bank shall immediately notify the Client of the circumstances that hinder the execution of the Order.

7.6. The Bank has the right not to execute the Order if the Bank does not provide intermediation or custody services due to the securities specified in the Order.

7.7. Having executed the Order, the Bank shall, no later than on the next business day, submit to the Client a confirmation of the Order execution. If the Bank receives a confirmation of

the Client's Order execution from a third party, the Bank shall inform the Client about it no later than on the following business day after the receipt of the confirmation from a third party.

7.8. Where a client places a limit order in Equities admitted to trading on an EEA regulated market, SEB is required to publish in the market the unexercised portion of that order unless the client has consented otherwise. If the client instructed SEB to execute the order in portions or to abstain from immediate execution of the order in any other manner, it will be considered that the client also instructed SEB not to publish the unexercised portion of that order in the market, unless the client specifically requested to do so.

#### VIII. General terms for trade in savings bonds

8.1. The present Chapter shall set out the general terms for the purchase and redemption of savings bonds as well as the Bank's and the Client's rights and obligations related to the Savings Bonds. Other provisions of the Agreement shall apply to the Orders related to the Saving Bonds, to the extent it is not otherwise specified in the present Chapter.

8.2. The Bank shall place the Savings Bonds, acting under an agreement concluded by and between the SBs issuer and the Bank on the Lithuanian Republic Government savings bonds placement and circulation services.

8.3. The Client that complies with the criteria set out in the Rules for Saving Bonds Placement and Circulation (a natural person or a legal person of a specific legal form (sole proprietorship, partnership, cooperative society, agricultural company, public institution, association (union, confederation, association, society), trade union, charity and support foundation, public organisation, religious community, horticultural community, householder association, political party or households) may purchase the Savings Bonds upon submitting the buy-Order for Savings Bonds to the Bank.

8.4. The Client's submitted Savings Bonds buy-Order to the Bank together with the Agreement shall be deemed to be the Agreement on the Purchase of Savings Bonds. The Agreement on the Purchase of Savings Bonds shall be deemed concluded from the moment in time when the Bank confirms that the Order has been accepted.

8.5. The Client must, prior to submitting the Savings Bonds buy-Order, make himself familiar with:

8.5.1. the Savings Bonds Placement and Circulation Organisation Rules as well as any and all risk factors that are related to the SBs Issuer and the Savings Bonds and that are described in the Savings Bonds Placement and Circulation Organisation Rules. The entire information on the Savings Bonds and their placement procedure is available for the Clients on the website [www.vtl.lt](http://www.vtl.lt);

8.5.2. the main terms for the issue of the Savings Bonds to be purchased, which terms are set out in the decision on the Savings Bonds placement (Savings Bonds issue placement period, prices, callable redemption dates and prices, interest, etc.). All decisions regarding the terms of the issue of the Savings Bonds placed by the Bank are available on the Bank's website [www.seb.lt/taupymas-ir-investavimas/taupymas-ir-investavimas/lietuvos-respublikos-vyriausybes-taupymo-lakstai](http://www.seb.lt/taupymas-ir-investavimas/taupymas-ir-investavimas/lietuvos-respublikos-vyriausybes-taupymo-lakstai). The decision on the terms of the Savings Bonds issue to be acquired by the Client is added as Annex to the Order when it is submitted in writing at the Bank's sub-branch or reference is provided to the Bank's website link, where it is available, when the Order is submitted on the Internet Bank.

8.6. The Client must comply with the requirements laid down in the Savings Bonds Placement and Circulation Organisation

Rules and other legislation regulating the Savings Bonds circulation.

8.7. The Bank must execute the Savings Bonds purchase, redemption and payment transactions according to the procedure established in the Savings Bonds Placement and Circulation Organisation Rules.

8.8. The Bank shall execute the Client's each Savings Bonds buy-Order within 1 banking day at the price valid on that banking day on which the order was submitted. If the Client has submitted the order on a non-banking day or on a banking day after 3.00 p.m., the Bank shall execute the order on the next nearest banking day at that day's valid price.

8.9. Title to the Savings Bonds shall be assigned to the Client after the Bank makes a credit entry in the Client's securities account indicated in the order.

8.10. The Client shall have the right, according to procedure and within maturities set under the present Agreement and the Savings Bonds Placement and Circulation Organisation Rules, to earn interest on the Savings Bonds he holds, and on the day of callable redemption – the nominal value of the Savings Bonds and/or interest.

8.11. The Client shall have the right, according to procedure set under the present Agreement and the Savings Bonds Placement and Circulation Organisation Rules, to submit to the Bank a request on callable redemption of the Savings Bonds after the callable redemption date, however, not later than 60 calendar days after the last day of the Savings Bonds placement and not later than 25 banking days before the callable redemption of the requested Savings Bonds issue provided for in the terms of issue of said Savings Bonds. The Client's request for the redemption of the Savings Bonds will be executed on the nearest callable redemption of the Savings Bonds date following the the submission of the request at that day's valid callable redemption price. If at the time of the request submission the period remaining till the nearest callable redemption of the Savings Bonds date is less than 25 banking days, the request will be execute on the next nearest callable redemption date at the callable redemption price valid on that day.

8.12. The Client shall have the right to assign title the Savings Bonds to another person, who complies with the criteria for an investor set out in the Rules for Saving Bonds Placement and Circulation. In order to assign the Savings Bonds, the Client must, together with the acquirer of the Savings Bonds, turn to the Bank and provide documents confirming the assignment the Savings Bonds. Other terms of the assignment of the Savings Bonds are established in the Savings Bonds Placement and Circulation Organisation Rules.

8.13. The Bank does undertake not to impose to the Client any fees related to the organisation of the Savings Bonds circulation and custody or any other additional fees or charges related to the Savings Bonds (e.g. fees and charges for the Savings Bonds custody, crediting of the Savings Bonds redemption proceeds to the Client's bank account, cash disbursement, if the Savings Bonds redemption proceeds are collected by the Client at the Bank's sub-branches not later than within 60 calendar days since the Savings Bonds redemption date, etc.), other than in cases where the Client has to pay for cash disbursement at an ATM, and the cash has been received from the redemption of the Savings Bonds, and if the Client collects the proceeds from the redemption of the Savings Bonds at the Bank's sub-branches later than 60 days since the day of the Savings Bonds redemption date, also charges for the transfer of proceeds from the redemption of the Savings Bonds to other bank accounts, for transfer of the Savings Bonds to another Savings Bonds placement agent or the agent's broker, also

for the registration of the transaction of assigning the Savings Bonds to another investor, etc.

8.14. The Bank shall be liable for the accounting of the Savings Bonds, for making entries in the Client's securities accounting, also for transfer of proceeds from timely redemption of the Savings Bonds or of the Savings Bonds coupon payments (interest) to the Client's account indicated in the Order.

8.15. The Bank shall not be liable for the termination of the Savings Bonds issue placement in cases where it receives the SBs issuer's instruction to terminate the placement of the issue.

8.16. If through the Bank's fault the Savings Bonds are not redeemed in a timely manner (in case of callable redemption of the Savings Bonds or after their maturity) and/or in case of failure to effect coupon payment (interest), the Bank must for each day of the delay pay to the Client penalties, calculated on the overdue amount according to the Savings Bonds annual interest rate set out in the terms of the particular issue, payable for the entire period of the Savings Bonds issue, plus 2 per cent, dividing the result by 360. The present provision shall lay down special rules regarding calculation of penalties in cases where the Bank is in breach of its obligations related to the Savings Bonds and shall be applied together with other provisions laid down in the present Agreement regarding liability of the parties.

#### IX. General terms for bond trading

9.1. The present Chapter shall set out the general terms applied for the relations between the Parties, when the Client submits to the Bank the Order regarding bonds. Other provisions of the Agreement shall apply to the Orders related to bonds, to the extent it is not otherwise specified in the present Chapter.

9.2. Bond trading day shall be the Bank's business day from 8.00 a.m. till 4.30 p.m., and on days preceding a day off or a holiday – from 8.00 a.m. till 3.30 p.m.

9.3. When the Bank on the Bank's website publicly announces bond buying/selling price quotes:

9.3.1. the Bank shall execute the Orders with regard to such bonds according to that Bond Trading Day's bond price published by the Bank, provided regular market conditions prevail and there are no circumstances adverse for the issuer of bonds. If on the bond price published on same Bond Trading Day is changed one or several times, non-executed Orders shall be executed based on the latest published bond price;

9.3.2. if the Client submits the Order before the publication of that Bond Trading Day's bond price, the Client shall assume the risk that the price published at the time of the Order execution on the same Bond Trading Day may be different than that at the time of the Order submission;

9.3.3. if the number of bonds offered by the Bank for sale on the Bond Trading Day was lower than that indicated by the Client in his buy-Order, the Order may be not executed (declined);

9.3.4. if the amount of the Order is higher than the maximum amount that is announced on the Bank's website and to which the quote or its equivalent in the currency of the Order applies, the bonds sell-Order may be executed at a lower price than the Bank's published bonds purchase price or the Order may be not executed (declined).

9.4. Where the bond issue documents establish a minimum amount that may be transferred via a securities depository system (hereinafter the 'Minimum Amount'), the Bank may refuse to accept the Order and also to refuse executing the accepted Order, if the number of bonds indicated in the Order is lower than the Minimum Amount. It is also possible

that the Client will be unable to transfer bonds for custody with another financial intermediary, if the amount of bonds that the Client wants to be transferred is below the Minimum Amount.

#### X. General terms for fund unit trading

10.1. The present Chapter shall regulate the relations between the Bank and the Client arising when the Client submits the buy-Orders, periodic buy, sell or change Fund Units. Other provisions of the Agreement shall apply to the Orders regarding the Fund Units, to the extent the present Chapter does not stipulate otherwise. If regarding the Units of any particular Fund the Bank and the Client conclude a separate written agreement, the provisions of the present Agreement regarding the Orders for such Fund Units shall apply, to the extent such separate concluded agreement does not stipulate otherwise.

10.2. The Client's Orders regarding the Fund Units to the Bank may be submitted in writing at the Bank's customer service sub-branch or on the Internet Bank. When the Client uses the investment recommendation service provided by the SEB mobile app, the Client's Orders for the purchase of the Fund's units may be submitted in the SEB mobile app. The Client's Orders regarding any particular Fund Units shall be submitted on any other channel acceptable to the Bank, upon informing the Client about it. The Orders shall be executed on the Bank's and the Fund Manager's business days. According to the Client's Orders, the Bank shall execute transactions in the name and on the account of the Client.

10.3. When the Client submits the buy-Order for the Fund Units, the Bank shall execute the Order to buy the Fund Units at the terms and conditions agreed by the Parties to the Agreement at the purchase price indicated in the Order, and the Client undertakes within the time-limits and procedure set out in the Agreement to pay for the Fund Units and pay the applicable fees by paying the Amount of Settlement to the bank account indicated in the Order by the Client.

10.4. The number of the Fund Units that the Client purchases shall be calculated dividing the purchase price indicated in the Order by the fixed purchase price of the Fund Units:

10.4.1. in case of SEB Fund Units purchase – if the Order is submitted before 12.00 Lithuanian local time, the purchase price shall be converted to the Fund Units at the terms for the Fund Units purchase applied on the Order submission day; if the Order is submitted after 12.00 Lithuanian local time, the next business day's terms of purchase shall apply;

10.4.2. in case of SEB Fund Units purchase based on submitted buy-Order for periodic purchase of SEB Fund Units – if the Amount of Settlement is credited to the Client's bank account indicated in the Order before 8.00 p.m. Lithuanian local time on the day of periodic purchase of SEB Fund Units, the purchase price shall be converted to SEB Fund Units at the next business day's terms of purchase;

10.4.3. in case of other Fund Units purchase – if the Order is submitted before 2.00 p.m. Lithuanian local time, the purchase price shall be converted to the Fund Units at the terms for the Fund Units purchase applied on the Order submission day; if the Order is submitted after 2.00 p.m. Lithuanian local time, the next business day's terms of purchase shall apply. In case of some Funds, earlier terms for the submission of the Orders may be applied.

10.5. In order to be able to periodically purchase SEB Fund Units and if such a possibility is ensured by the Bank, the Client shall submit to the Bank the buy-Order for periodic purchase of SEB Fund Units within the time-limits set out in the buy-Order. The Client undertakes, before 8.00 p.m. of the periodic purchase of SEB Fund Units date indicated in the Order, to deposit the

Amount of Settlement required for the execution of the periodic purchase to the bank account indicated in Client's Order. If in case of period purchase the Amount of Settlement is credited to the Client's bank account after 8.00 p.m. Lithuanian local time of the periodic payment day or the balance of Client's bank account is below the Amount of Settlement, the Bank shall have the right not to reject any particular period purchase of SEB Fund Units, however, the buy-Order for the periodic purchase of SEB Fund Units shall remain valid. If in the Client's bank account there are funds in any currency other than the currency of the chosen SEB Fund, the Bank shall not convert the currency without the Client's separate instruction.

10.6. The Bank shall have the right to unilaterally change the hours of conversion provided for in the present Chapter, upon giving the Client a relevant prior notification in writing. The Parties agree that the Bank shall provide this information to the Client at the Bank's website or on the Internet Bank.

10.7. In case of periodic purchase of SEB Fund Units, the Client confirms he is aware that after the submission of the buy-Order for periodic purchase of SEB Fund Units, the SEB Fund manager may change the investment strategy of the SEB Fund, make other material changes to the documentation of the SEB Fund. The Bank shall inform the Client about any and all material changes to the documentation of the SEB Fund according to the procedure provided for by the legislation. The Client is aware and assumes the risk that if at time of a when the SEB Fund documentation is changed the Client has no SEB Fund Units (e.g. will have sold his until then purchased SEB Fund Units), according to the procedure provided for by the legalisation he may receive no notification on material changes in the SEB Fund documentation.

10.8. If the Client chooses that purchase of the SEB Fund Units is made on a monthly, quarterly, semi-annual or annual basis, and a calendar month in any further payment period has no periodic purchase calendar day indicated by the Client, the period purchase will be made on the last calendar day of a month.

10.9. When the Bank executes the Client's submitted sell-Order for the Fund Units, the proceeds from the sales of the Fund Units shall be transferred to the Client's bank account within the time-limits and procedure set out in the Fund prospectus.

10.10. The Order to change the Fund Units may be submitted only with regard to the Funds the documentation whereof establish that their units may be changed, and such a possibility is ensure by the Bank.

10.11. Conditions applied for the determination of the price of Fund Units to be sold or changed and conversion hours are analogous to those for the purchase of the Fund Units set out in the present Chapter.

10.12. The Client undertakes to comply with the restrictions for the assignment of the SEB Fund Units laid down in the SEB Fund prospectus or any other documentation. Assignment of the SEB Fund Units to persons under the jurisdiction of the United States of America shall be prohibited, and restrictions imposed in case of some SEB Funds may be applied also to persons under other jurisdictions. The SEB Fund manager has the right to anytime redeem the SEB Fund Units from persons under said jurisdictions in accordance relevant applicable legislation.

10.13. The Client shall have the right to anytime withdraw the buy-Order for periodic purchase of the SEB Fund Units either on the Internet Bank or upon submitting a written request at the Bank's customer service sub-branch.

10.14. The validity of the buy-Order for periodic purchase of the SEB Fund Units shall cease:

10.14.1. upon SEB Fund manager's decision on the SEB Fund's winding up, reorganisation (in case of a change in the Fund's ISIN code) or closing in any other way;

10.14.2. if the Client fails, within the time-limits laid down in the Agreement, to deposit the Amount of Settlement in the Client's bank account, and if period purchases do not take place three consecutive times.

#### XI. Other rights and undertakings of the Bank

11.1. The Bank does undertake:

11.1.1. upon execution of transactions, to make relevant records in the Securities account;

11.1.2. to perform other Securities account handling operations, including records regarding the Securities corporate events;

11.1.3. having executed the sell-Order and having received funds for the Securities sold, to transfer relevant funds to the Client's bank account indicated in the Order not later than within 1 (one) banking day since the day the funds are credited to the Bank's bank account. If after selling the Securities the funds received are transferred directly to the Client and not via the Bank's bank account, the Bank shall not be liable for timely transfer of the funds to the Client's bank account. If the Client has placed an Order to buy Securities, these funds payable to the Client in consideration for sales of Securities can be used for the settlement of an Order to buy Securities;

11.1.4. to ensure that the Client will have access to the Bank's financial reports;

11.1.5. to provide, at the Client's request, all the information about the status of the Order submitted by the Client;

11.1.6. to transfer dividends, interest and other payments as well as funds received upon maturity of the Securities as well as upon redemption of the Securities by the Securities issuer, to the Client's bank account indicated in the Agreement not later than within 3 banking days as of the date of crediting said funds to the Bank's bank account. The Bank shall transfer the funds to the Client's bank account in the currency in which the funds have been transferred to the Bank by the Securities issuer or agent that makes payments related to the Securities. If the currency of the funds transferred by the Bank is different from the currency of the bank account indicated in the Agreement, the Bank shall convert the funds into the currency of the bank account indicated by the Client in the Agreement at the Bank's that day's non-cash foreign exchange rates fixed at any given point in time. The Bank shall not be liable for the issuers' or any other persons' late payments and Orders as well as for the suspension of the disbursement of funds, where the information obtained from intermediaries is insufficient for fair distribution of payments for the Securities among the Clients. If the Client wishes the funds to be transferred to any other bank, credit institution or to a bank account other than that indicated in the Agreement, the Client must inform about it in writing not later than 1 (one) banking day before the day of the funds transfer. The Client agrees and confirms that the Bank is not liable for the taxation of the funds transferred to the Client for existing and / or sold Securities issued by foreign issuers (dividends, interest, etc.) and does not provide any refund services with regard to the Client's tax contributions;

11.1.7. at the Client's request to transfer the Securities not later than within 1 (one) banking day since the day of the receipt of the Client's request;

11.1.8. at the Client's request to provide a statement of the Client's Securities account opened under the present Agreement within 3 (three) banking days;

11.1.9. not later than by the end of the first month of each calendar quarter to provide the Client with a report on the deposited Securities for the previous reporting calendar quarter end of last calendar quarter;

11.1.10. by the 31st of March of each year to provide the Client with a statement on the deposited Securities and funds of the Client as at the beginning and as at the end of a reporting calendar year as well as on the Securities bought and/or sold during the reporting year;

11.1.11. by the 31st of March of each year to provide the Client with a report on all incurred costs and other related payments for the previous reporting calendar year, including costs and payments related to the Investment and ancillary activities, as defined by MiFID as well as the Securities.

11.2. The Bank, as a depository of leveraged Securities of a Non-professional client or has concluded with the Client Securities transactions that may include contingent liability positions, undertakes, not later than on the following business day, to inform the Client, where the initial value of each position depreciates by not less than 10 % and thereafter every time when it depreciates by not less than 10 %.

11.3. The Bank shall have the right to record conversations as keep electronic communication with the Client, and the Client has been informed about it by the present Agreement and agrees with it. Voice recordings or electronic communication related to the submission or execution of the Order may, at the Client's request, be provided to the Client over a five-year period since the day of the recording or electronic communication. Voice recordings and electronic communication may be used as evidence in mutual disputes between the Bank and the Client.

11.4. The Bank shall have the right to refuse to accept or execute the Client's order to sell the Securities or transfer the Securities, or to execute the Client's payment order to transfer funds to any other bank, credit institution or to an account other than the one indicated in the Agreement, if:

11.4.1. the Client's Securities or funds have been pledged and transferred to the Bank as the pledgee, or the Bank keeps them at the instruction of the pledge, or the Client's right to dispose of the funds in the Client's bank accounts has been otherwise restricted according to the procedure established by law or any other regulations;

11.4.2. the Bank has been provided with the Client's Order based on which payment for the Securities will have to be effected from the Client's funds, and which, at the time of submitting the payment Order, has not been cancelled according to the procedure established under the Agreement;

11.4.3. the Client has not paid to the Bank the cash amounts (fees) payable thereto under the Agreement or has not effected payments under the issued Orders or executed transactions within the prescribed time-limit.

11.5. The Bank undertakes to publish information on the events of the shares of companies having their registered office in an EU Member State and whose shares are admitted to trading on a regulated market located or operating in an EU Member State to the extent and in accordance with the procedure provided by law. The Bank will make an effort, but does not undertake to publish information on the events of other financial instruments. The Bank publishes the said information in a general notice to all customers on the Bank's website and in the Internet Bank. The Bank has the right to provide information on events of financial instruments in the language in which this information was received by the Bank

from other intermediaries providing securities custody services, the issuer of securities or other parties, or to publish this information with a translation into Lithuanian at its own discretion. The Bank is not responsible for the accuracy, completeness or the Client's ability to exercise the rights granted by such financial instrument events and is not responsible for any consequences that may arise for the Client due to the Bank's published information on financial instrument events.

## XII. Other rights and undertakings of the Client

12.1. If the Client has acquired the Securities being married, the Client shall have the right to dispose of said Securities only upon providing to the Bank with his/her spouse's authorisation or document, in form and content acceptable to the Bank, evidencing that the Securities are the Client's personal property.

12.2. The Client does undertake:

12.2.1. immediately, however, not later than by the submission of the nearest Order, to notify the Bank in writing, if:

12.2.1.1. there is a change in the Client's (natural person's) name, surname, family status or any other information or the name, surname or any other information of a natural person authorized to manage the Client's Securities account;

12.2.1.2. there is a change in the Client's (legal person's) name, legal form, domicile, code, or any other information or the name, surname or any other information of a natural person authorized to manage the Client's Securities account;

12.2.1.3. the Client's (natural person's) spouse revokes his/her authorisation to the Client to execute the Transactions in the Securities, which are jointly owned by them, or the Securities that were personal property of the Client's spouse or the Client's right to the Securities become encumbered under any other basis;

12.2.2. immediately notify the Bank in case of a change in the persons entitled to submit the Orders to the Bank in the name of the Client or in the scope of their authority;

12.2.3. within 14 (fourteen) calendar days, to provide any documents requested by the Bank required for the execution of the Orders or any other Transactions;

12.2.4. to ensure that the Bank could at any time have access to the Client's (legal person's) financial reports;

12.2.5. to ensure that on the day of payment the balance in the Client's required bank account in a relevant currency is sufficient for the Bank to debit the funds under the Agreement. The funds required for debiting the amounts payable to the Bank must be accumulated by the Client in the bank account before 2.00 p.m. on the day of payment;

12.2.6. to refrain from transferring, distributing or using in any other manner or from creating conditions for other persons to use the information obtained from Trading venue, but use it exclusively for its own individual purposes unrelated to business, and strictly observe the rules of Trading venue, where the Order is executed, and/or any agreements;

12.2.7. to duly fulfil the obligations assumed under the Agreement;

12.2.8. without prior written consent of the Bank to refrain from assigning its rights and obligations under the Agreement to any third party.

12.3. The Client shall have a right to:

12.3.1. request the Bank to change the Category assigned to the Client, seeking to ensure higher or lower level of interest protection, as described in Information regarding the client category, by submitting a written request to the Bank or in any other manner acceptable to the Bank;



12.3.2. obtain information on the Bank's offered Investment services, financial instruments and their risks specified in the Description of the Financial Instruments and Related Risks.

12.4. With regard to any particular Investment service, the Client must also note that:

12.4.1. the Client has to carefully review the confirmations of the Order execution messages and immediately report mistakes, if any;

12.4.2. the Client has to continuously monitor investments in the Securities and their positions;

12.4.3. the Client has to proactively and at his/her own initiative take measures to minimise the risk of loss of investment in the Securities and their positions;

12.4.4. the Client's rights to foreign issuer Securities, financial derivative instruments related to them or funds held abroad may differ or the exercise of such rights may incur the application of additional terms and conditions or restrictions, in view of the law of the governing jurisdiction applied for investments in such Securities and of the conditions for the issuance of such Securities or financial derivative instruments related to them, or any potential Trading venues;

12.4.5. irrespective of any provisions established in any agreement concluded between the Bank and the Client, the depository that holds the Client's Securities or funds may have the right of retention of such asset (the Client's Securities or funds), set-off such asset or use any other enforcement measure.

12.5. In accordance with the applicable legislation, the Client must obtain a Legal Entity Identifier (LEI) or any other relevant number (e. g. national client identifier) or carry out other related actions, the Client must carry this out in a timely manner and in compliance with relevant legal requirements. The Bank shall have the right to refuse the execution of a Client's Order and/or conclusion of the Transactions with the Client, if the Client has no LEI or any other number that is duly valid.

12.6. The Client confirms that he/she is aware that as the Bank provides services under the present Agreement, his/her personal data as well as information on his/her Securities held may be transferred to other agents which provide securities depository services to the Bank as well as to Trading venues and other third parties (credit institutions, supervisory authorities, issuers of securities, etc.), if so required under tax obligation or provision of services regulating legislation of the Republic of Lithuania or any other country. The Client does undertake to immediately notify the Bank, if according to the legislation that regulates tax obligations there is a change in his/her status, and to compensate the Bank for all the losses it has incurred, if the Client's confirmation is incorrect or if the Client fails to notify in a timely manner that he/she is/is not deemed to be a permanent resident of Lithuania, and the Bank incurs losses as a result of it.

### XIII. Transaction and service fees

13.1. In consideration for the services provided to the Client and for the Transactions executed for the Client, the Client does undertake to pay to the Bank the fees effective at the time of any relevant Transaction or service according to the Securities service fees and commissions fixed by the Bank, also, to cover any and all other actual costs sustained by the Bank in connection with due performance under the Agreement (any third party fees paid, such as sub-custody, stamp duty and/or Securities handling fee, etc.) or in connection with any debt recovery under the Agreement as well as / or any other costs of the Bank that the Bank has sustained or will sustain when providing services to the

Client indicated in the Agreement (costs of providing information to other Banks, document translations, etc.).

13.2. Any and all fees and commissions payable under the Agreement shall be debited by the Bank without a separate instruction or consent of the Client or pursuant to any other procedure prescribed by the laws of the Republic of Lithuania from the Client's bank account, whereas if funds in such account are insufficient from any other account of the Client in accordance with the procedures established under the bank account agreement, on the Transaction day or on the day of delivery of any other service or on the day of payment of Securities custody fee, if the fee is paid monthly, quarterly or annually, it shall be debited by the Bank within ninety calendar days upon the close of a relevant month, quarter or a year.

13.3. Fees shall be debited in the currency in which a payment to the Bank is affected. In cases where insufficient funds are available in the settlement currency in the Client's account, the Bank shall, without the Client's separate instruction, exchange any other currency in any of the Client's accounts (if funds are available in several different currencies, the Euros will be exchanged first, followed by the US Dollars and any other currencies in alphabetic Order) into the settlement currency at the Bank's non-cash foreign exchange rates fixed on that particular day.

### XIV. Securities and funds safe-keeping

14.1. For the purpose of safe-keeping the Client's Securities and seeking to ensure the protection of the Client's Securities and funds, the Bank shall:

14.1.1. separate the Client's Securities from the assets of other clients of the Bank and of the Bank;

14.1.2. obtain insurance cover for the obligations towards investors in accordance with the procedure and under the terms established by laws of the Republic of Lithuania from State Company "Indėlių ir investicijų draudimas" ('Deposit and Investment Insurance').

14.2. The Bank provides a possibility for the Client to opt for safekeeping the Securities owned by the Client and registered in Nasdaq CSD SE depository:

14.2.1. in Client's omnibus account opened on behalf of the Bank in Nasdaq CSD SE (omnibus account) when registration of Securities ownership is established at lower tier (bank) accounting level. Client's omnibus account ensures that Securities owned by the Client are segregated from the assets owned by Nasdaq CSD SE and its participants, also by the Bank itself, however, are not segregated from the assets owned by other clients of the Bank. In case the Client does not notify the Bank about specific Securities safekeeping type in Nasdaq CSD SE chosen, Securities owned by the Client are safekept in Client's omnibus account specified in the present Item of the Agreement;

14.2.2. Upon the Customer's request to the Bank's customer service department or remotely via the Internet Bank, in Client owner account opened in the name of the Client in Nasdaq CSD SE (owner account) when registration of Securities ownership is established at top tier (central securities depository) accounting level. Client's owner account ensures that the Securities owned by the Client are segregated from the assets owned by Nasdaq CSD SE itself and its participants, the Bank itself and other clients of the bank;

14.2.3. in other type of Securities account under an individual agreement with the Bank.

Detailed information on the risks and fees applicable to the owner accounts is available on the Bank's website [www.seb.lt/privatiems-klientams/taupymas-ir-investavimas/seb-banko-vertybiniu-popieriu-saskaitu](http://www.seb.lt/privatiems-klientams/taupymas-ir-investavimas/seb-banko-vertybiniu-popieriu-saskaitu)

[sarasas](#) as well as in the Bank's Securities service fees and commissions and at any sub-branch of the Bank.

14.3. Bank undertakes to provide to the Client custody services for the Securities issued by issuers registered abroad only provided that a specific foreign custody particularity is acceptable to the Bank and Bank can keep customer Securities under agreements with third parties. The Bank shall hold the Client's Securities issued by issuers registered abroad in the credit institutions registered abroad or in institutions having the right to provide Securities custody services and in such institutions shall:

14.3.1. in the Bank's name, open the client's omnibus account in which client's Securities are separated from Bank's assets;

14.3.2. in the Bank's name, open separate type of clients / client group nominee accounts, if so required under legislation;

14.3.3. according to an individual agreement and fees in the Client's name open an account for custody of the Securities held by the Client only;

14.3.4. in the exceptional cases, if in the name of the Bank it is impossible to open omnibus accounts or separate type of clients / client group nominee accounts, in name of the Bank shall open Securities accounts, in which the client Securities are not separated from the assets of other clients of the Bank and the Bank's assets. In this case, the Securities custodian may direct settlement of its claim towards the Bank to the Securities in such account.

The list of states where accounts in the Bank's name or in the Bank's name clients' omnibus accounts in the Bank's name may be opened is available on the Bank's website [www.seb.lt/privatiems-klientams/taupymas-ir-investavimas/seb-banko-vertybinu-popieriu-saskaitu-sarasas](http://www.seb.lt/privatiems-klientams/taupymas-ir-investavimas/seb-banko-vertybinu-popieriu-saskaitu-sarasas).

14.4. If the Client's Securities or funds are kept by a foreign custodian, the Client's Securities and funds shall be insured in accordance with the national acts of law of such state;

14.5. The Client must note that:

14.5.1. if the Customer acquires the Securities issued by issuers registered abroad, such Securities shall be held abroad, and the acts of law of the state of the Securities issuer shall be applied to such Securities. Taking into consideration the above, the rights related to Securities or funds held by the Client may differ;

14.5.2. irrespective of the agreement signed between the Client and the Bank, the Securities custodian (depository) may have a right to secure fulfilment of obligations, right of retention of asset or counterclaim right related to such Securities or funds.

14.6. The Client agrees that more information about the Bank's actions to be taken seeking to ensure the protection of the Securities and funds held by the Client or insurance schemes of deposits and obligations to investors applied to the Bank taking into consideration its activity in other states is available on the Bank's website [www.seb.lt](http://www.seb.lt) or by submitting a request on the Internet Bank or at any sub-branch of the Bank.

#### XV. Avoidance of conflicts of interest and inducements

15.1. Taking into consideration that the Bank offers its Clients a wide range of Investment services, conflicts of interest may arise from time to time between the Bank and its Clients, between the Bank's Clients, various types of activities of the Bank or between activity types of the Bank and SEB group. The Bank has carefully analysed the areas of possible conflicts of interest. Therefore, special measures that minimise the risk of any conflict of interest are in place. Such measures include: assurance that the Bank's activities

where the conflicts of interest may arise are separated from each other and that other activities do not have any improper impact on such activities; requirement that information about possibly sensitive activities is kept confidential; the order confirmation to prevent the Bank's employees (or immediate family members) from getting personal deal-related benefit for the account of their work with the clients; in each case to demand that the client's payment orders are handled observing exclusively the clients' interests, irrespective of any other improper factors expressing interests of other parties.

15.2. The Bank has approved its Handling of Conflicts of Interest Policy that includes measures for the management of such conflicts of interest seeking to avoid them, so that they do not have any adverse effect on the Client interests. More information about Handling of Conflicts of Interest Policy is available on the Bank's website [www.seb.lt](http://www.seb.lt) or on the Internet Bank or at any sub-branch of the Bank, upon request.

15.3. The Bank has also issued the internal regulations establishing cases when the Bank pays fees or is entitled to refund fees, commission fees or non-monetary benefit to the extent related to the Investment services to the Client. The Bank may receive such payment or effect hereof if certain requirements are met, i.e., fee/commission received by the Bank shall be used to improve quality of the service rendered to the Client and may not violate the Bank obligation to act in the best interests of the Client. The Bank shall not have a right to receive the financial benefit if that does not comply with the Bank's obligation to act honestly, fairly and professionally and in the best interests of the Client.

15.4. If the Bank receives financial or any other benefit or provides hereof (other than appropriate fee necessary for services rendering) from any other person than the Client or Client's representative, the Bank shall inform the Client about it.

#### XVI. Liability of the parties

16.1. If the Client omits any due date for payment of any amounts payable under the Agreement, the Bank shall be entitled to, without a separate instruction from or consent of the Client, debit the amounts payable under the Agreement from any account of the Client with SEB Bank. The present Agreement shall constitute the Client's multiple consent to debit his/her debts towards the Bank from any and all accounts of the Customer according to the Law of the Republic of Lithuania on Payments. The present consent may not be revoked without a relevant written consent of the two parties to the Agreement. If no funds in the settlement currency in the Client's accounts are available or the balance of such accounts is insufficient, all amounts due shall, without the Client's separate consent or instruction, be exchanged with the settlement currency (if funds are available in several different currencies, the amounts in the Euro will be exchanged first, followed by the US Dollar and any other currencies in alphabetic order) at the Bank's non-cash foreign exchange rates fixed on that particular day.

16.2. If any of the parties fails to fulfil its obligations established under the Agreement, the other party shall be entitled to the compensation of relevant direct damages incurred.

16.3. The parties to the Agreement shall be relieved from liability for improper performance under the Agreement due to force majeure circumstances. Force majeure circumstances shall be understood in the way they are defined by the legal acts of a country, where Securities or funds of the Client are kept or of the country, where the

Transaction had to be executed, and/or the Civil Code of the Republic of Lithuania.

16.4. If one of the parties fails to duly fulfil its payment obligations, it shall pay default interest of 0.03 per cent on the overdue amount per each day of the delay. If one of the parties fails to duly fulfil its obligations to transfer the Securities, it shall pay the other party default interest of 0.03 per cent from the market price of the Securities to be transferred per each day of the delay.

16.5. The Bank shall not compensate damages sustained by the Client due to any crises or any other adverse effects in the Securities market, foreign exchange rates fluctuations or inflation. The Bank shall not be liable for the loss sustained by the Client due to any issuer's or third party's act or its failure to act.

16.6. If the Client fails to notify the Bank in writing of a change of the person with the right to submit, in the Client's name, Orders to the Bank or the scope of his/her powers, any and all Orders submitted by the Client's representative before the receipt of the Client's relevant notification shall be deemed submitted by the Client's duly authorised person and shall be valid as submitted by the Client himself/herself/itself.

#### XVII. Validity of and amendments to the Agreement

17.1. The Agreement shall enter into force:

17.1.1 upon its signature by the Parties, or

17.1.2. after the Client approves it on the Internet Bank or in SEB mobile application by the Bank's issued means of identification or by the Client's chosen means of identification acceptable to the Bank.

17.2. The present Agreement shall be valid without limited duration and shall be valid without any term fixed.

17.3. Starting from the effective date of the Agreement, any previous agreements on the Securities account handling concluded by and between the parties shall become null and void. If prior to the effective date of the Agreement the Securities account was used for safe-keeping of the Securities or if there exist any valid Orders or agreements, including the Orders or agreements on periodic purchase of SEB Fund Units, which Orders or agreements are related to the Securities account, safe-keeping of such Securities and execution of the Orders or agreements shall be continued in accordance with the provisions of the present Agreement.

17.4. The Special Part of the Agreement may be amended only upon an agreement between the two parties.

17.5. The Rules and Service Charges of Securities Trading and Transactions may be amended only pursuant to the procedure established by the Rules.

17.6. The Bank may amend the General Terms of the Agreement upon publishing a relevant announcement on the Bank's website no later than 30 (thirty) calendar days prior to an amendment. An announcement on amendments to the General Terms of the Agreement provided in this manner shall be deemed duly provided and delivered to the Client, other than in cases established by the legal acts of the Republic of Lithuania, where the Bank must notify the Client of any amendments personally in writing. If within a 30 (thirty) calendar days' period since the delivery of a notification on amendments of the General Terms of the Agreement the Client fails to provide a written request to terminate the Agreement or any specific service and continues executing the Transactions, it shall be deemed that the parties have agreed on the amendments, and the Client shall subsequently have no right to express his disagreement to the Bank or make any claims in connection with such amendments.

17.7. The Documents (except for the Rules and Service Charges of Securities Trading and Transactions) may be unilaterally amended by the Bank, given the changed circumstances. The Bank shall notify the Client of any amendments to the documents on the Bank's website. A notification on amendments to said documents provided in such a manner shall be deemed to be duly provided and delivered to the Client. Amendments shall take effect on the date of their announcement on the Bank's website.

#### XVIII. Termination of the Agreement

18.1. The Client shall have the right to unilaterally and out of court to terminate the Agreement, upon giving the Bank a relevant prior no less than 14 calendar days' written notice, if there are no Securities in the Client's Securities account or if the Client indicates any other Securities account manager, to which the Client's Securities must be transferred for safe-keeping. The Agreement shall be deemed terminated upon expiry of a 14 calendar days' period since the Bank's receipt of the Client's relevant notice, unless the notice indicates any later date of the Agreement termination. If the Client's notice indicates another Securities account manager, the Client must enclose a copy of a relevant agreement concluded with such Securities account manager or any other undertaking of the Securities account manager to act as the Client's Securities custodian. A notice on the Client's other Securities manager must indicate full title of the legal person who acts as the accounts manager, its legal person's code, domicile address, license number, central depository code, representative's job title, name and surname, and telephone number. In consideration for the Securities transfer to another Securities manager the Client does undertake to pay to the Bank charges effective at the time of such transfer according to the Bank's established and approved rates for Securities trading and operations.

18.2. The Bank shall have the right to unilaterally and out of court terminate the Agreement, upon giving the Client a relevant prior no less than 14 calendar days' written notice, over which period the Client must indicate to the Bank his another Securities account manager, to which the Client's Securities will be transferred for safekeeping. The content and procedure of a notice to the Bank on another Securities manager shall be the same as in case of the Agreement termination at the Client's request.

18.3. The Bank shall have the right to unilaterally and out of court, upon giving a relevant notice to the Client, terminate the Agreement without observing the 14 calendar days' notification period, if:

18.3.1. the Client fails to pay the fees for the provided Securities safe-keeping service within 3 months since the day of the dispatch of the Bank's notice to the Client;

18.3.2. the Client fails to fulfil or to properly fulfil his other obligations under the Agreement, or

18.3.3. there are no Securities on the Securities account, and the Securities account has been dormant for more than a year.

18.4. The Agreement shall be deemed terminated, if, at the Client's request, any and all Securities accounts opened under the Agreement are closed.

18.5. Upon termination of the Agreement, the Bank shall execute all the Orders, which were received by the Bank before termination of the Agreement and which have not been withdrawn or cannot be withdrawn pursuant to the procedure established in the Agreement. The Bank shall have the right not to execute the Orders, if the Agreement is terminated through the Client's fault.

18.6. The Client must pay to the Bank any and all fees payable to the Bank under the Agreement not later than on

the Agreement termination day. If the Client fails to pay to the Bank all due fees, costs or any other instalments or overdue amounts under the Agreement, the Bank shall have the right to refrain from transferring the Securities and/or funds in the Client's Securities account from the bank account to accounts indicated by the Client till the Client effects settlement with the Bank to a full extent.

18.7. If the Client within a set period of time fails to indicate his new account manager or the Bank cannot transfer the Securities due to objective reasons, the Bank shall transfer the Client's Securities for safe-keeping to other public offering agents authorised by the issuers. If the Bank cannot transfer the Securities for safe-keeping to other public offering agents authorised by the issuers, the Agreement shall remain valid to the extent it is necessary for providing services to the Client in connection with the safe-keeping of Securities. The present Agreement shall be the Client's consent to the Bank in the above-indicated case to submit, in the Client's name, the sell-Order for the Securities and use the proceeds for settlement with the Bank covering the amounts due and to transfer the balance to the Client's account indicated in the Agreement.

#### XIX. Claims Handling

19.1. The Client shall, having observed any inaccuracy or inconsistency in the information submitted by the Bank on the Transactions executed in the Securities account, immediately but not later than within 60 calendar days of the Transaction date, submit to the Bank a set-format claim in writing or in any other manner acceptable to the Bank regarding the performance under the Agreement or any other actions of the Bank that do not meet the terms of the Agreement.

19.2. The Bank shall investigate the Client's claim and shall respond to it within 14 calendar days as of its receipt date. If the Bank fails to respond to the claim or if the Bank's claim does not satisfy the Client, the Client shall have the right to turn to the Central Bank of the Republic of Lithuania (address: Konstitucijos ave. 24, 08105 Vilnius, Bank's website: [www.lb.lt](http://www.lb.lt)) or to any other competent public authority.

#### XX. Final Provisions

20.1. The Agreement shall be drawn up and the information as well as the Documents related to the Agreement shall be provided in the Lithuanian language, which is also used in other relations between the Bank and the Client, other than in cases when the Client chooses any other language acceptable for the Bank in which the Bank proposes to provide information.

20.2. The relations between the Bank and the Client prior to the Agreement conclusion and the Agreement shall be governed by the law of the Republic of Lithuania.

20.3. By signing the Agreement the Client confirms that any and all terms and conditions of the Agreement express the true will of the Client, the Client understood and agreed with them prior to signature of the Agreement.

20.4. In case of any discrepancy between the terms and conditions indicated in the Agreement and the Order the provisions indicated in the Order shall prevail.

20.5. By signing the Agreement the Parties confirm that the Agreement has been signed by each party's duly authorized representative and creates binding rights and obligations for each part.