

The background of the entire page is a black and white photograph of a stack of books. The books are of various thicknesses and colors, with some showing their spines and others showing their pages. The lighting is soft, creating a sense of depth and texture. The books are stacked in a slightly irregular manner, with some pages visible at the edges.

# General Service Rules of SEB Bank

Effective since 20 September 2004  
Wording dated 1 April 2014

## Chapter 1. Structure

1. Relations between SEB Bank and its customer shall be regulated by the General Service Rules of SEB Bank (hereinafter the 'General Rules'), agreements executed by and between SEB Bank and its customer on providing any specific services, descriptions of terms and conditions for providing services, also laws or any other legal acts of the Republic of Lithuania.

2. The General Service Rules of SEB Bank (hereinafter the 'General Rules') shall establish the general procedure of providing services of SEB Bank and servicing customers of SEB Bank that is applied when the Bank provides services under an agreement on providing any specific service, according to the description of the terms and conditions for providing any specific service and / or when a customer uses banking services in any other manner. Therefore, the General Rules shall apply to each Customer irrespective of the services that the Customer uses.

3. The General Rules including any and all annexes, amendments and supplements thereto shall be an integral part of an agreement executed by and between SEB Bank and its customer on providing any specific service (irrespective of the way it is established under a relevant service agreement), therefore, they must be interpreted and construed together with said agreement, taking relevant context into account.

4. In case the General Part of General Rules that establishes standard terms and conditions and an agreement executed by and between SEB Bank and its customer on providing services contain any provisions that are at variance or contradictory, the provisions of the General Rules shall apply, unless it has been explicitly agreed under the agreement on waiver of any specific provisions of the General Rules.

5. Annexes to the General Rules, i. e. the rules for providing any specific banking services, service fees and charges and / or any other annexes shall be an integral part of the General Rules and shall be interpreted and construed together with the General Rules, taking relevant context into account.

6. In case the General Rules and documents provided in annexes thereto contain any provisions that are at variance or contradictory, the provisions of the documents provided in annexes shall apply, unless said documents establish otherwise.

7. In case the texts of the General Rules, any definite agreement on providing services, description of the terms and conditions for providing services, service fees and charges in the Lithuanian language and in translation are at variance or contradictory, the text in the original, i. e. in the Lithuanian language, shall prevail.

## Chapter 2. Definitions

1. **Bank** means SEB Bank, legal persons code 112021238, domicile address Gedimino ave. 12, LT-01103 Vilnius, the Republic of Lithuania, data registered and filed with state company Registry of Legal Entities. The bank's supervisory institution: the Bank of Lithuania, issued licence – No. 2. The bank's e-mail address: info@seb.lt, phone: 1528.

2. **Banking day** means as defined under Item 3.3. of the Payment Rules.

3. **Framework Agreement** means as defined under Item 3.4. of the Payment Rules.

4. **Working day** means every day other than days off and holidays.5

5. Electronic channels mean the Internet Banking System, e-services by phone, services via SMS message system, online stock trading system or other e-channels of the Bank enabling the Customer to enter into any deal, exchange information with the Bank and use other services offered by the Bank via remote communication devices.

6. **Fees and Charges** means the bank's services and operations fees and charges.

7. **Customer** means a natural or legal person using the Bank's services. The customer who is a natural person may be referred to as a private individual customer, and the customer who is a legal person may be referred to as a corporate customer.

8. **Customer Identification Means** means signature, electronic signature of the Customer or a representative thereof, personal identity number (PIN) issued to the Customer or any other means (passwords, codes, keys, etc.) that in a manner agreed by the Bank and the Customer is used for the identification of the Customer or a representative thereof.

9. **Payment Rules** means the Payment Services and Bank Account Handling Rules (Annex 1).

10. **Non-banking day** means any day off (Saturday and Sunday) or a holiday (established under Article 162 of the Labour Code of the Republic of Lithuania).

11. **Description of Terms and Conditions for Providing Services** means the terms and conditions as well as procedure for providing any specific service with which the Customer who intends to use such service or who already is user of such service is familiarised.

12. **Service Agreement** means an agreement executed by and between the Bank and the Customer on providing the Bank's services establishing definite terms and conditions for providing any specific service, the General Rules being an integral part thereof (irrespective of whether this is established under a specific service agreement or not), also, any other

transaction based on which any relationship between the Bank and the Customer has occurred, changed or expired.

**13. Parties** means the Bank and the Customer, each separately referred to as the Party.

**14. Website** means the Bank's site on the Internet [www.seb.lt](http://www.seb.lt).

**15.** The terms used in the General Rules shall be construed as they are defined in the present Chapter, except where a different purport occurs in connection with the context of the General Rules. The terms in the text of the General Rules are also used as they are defined under annexes to the General Rules.

### **Chapter 3. Customer identity confirmation procedure**

**1.** The Bank when rendering services and the Customer when using the Bank's services shall have to follow the procedure for the Customer identity confirmation established in the General Rules, laws of the Republic of Lithuania as well as by any other legal acts and relevant agreements.

**2.** The Bank shall confirm the identify of a natural person based on a valid personal identity document bearing his / her photo, signature, name and surname, ID code as well as other data in confirmation of the Customer identity.

**3.** The Bank shall identify the Customer – a natural person – based on one of the following personal identity documents: personal identity card, passport or any other document acceptable to the Bank in confirmation of the person's identity.

**4.** To protect the Customer's interests, the Bank shall have the right to refuse accepting from a natural person personal identity documents, which in the Bank's opinion may be easily counterfeited or documents with insufficient data for the identification of a person.

**5.** The Bank shall identify a legal person by its founding documents, registration certificate, which indicate its name, registered office, identification code of a legal person (code of a legal person or any other code assigned in the Registry of Legal Entities) as well as other documents and data in confirmation of the legal person's identity.

**6.** The Bank shall identify a natural person acting on behalf of the Customer – a legal person – following the procedure established under Item 2. and Item 3. of Chapter 3 of the General Rules and according to the seal and signature sample card kept at the Bank and shall check, pursuant to the procedure established by the Bank, whether such person has been duly authorised to act on behalf of the legal entity.

**7.** The Bank shall have a right to identify the Customer via e-channels by using the Customer's identification means and also the Customer's identity data specified in his / her the bank account agreement, the bank account agreement requisites and other data.

**8.** The Customer does undertake to:

**8.1.** provide the Bank with information and original copies of the documents necessary for the Customer identification and specified under Items 2., 3., 5. and 6. of Chapter 3 of the General Rules;

**8.2.** in case of a change in the natural person's name or surname, address of permanent residence, a legal person's name, domicile address, articles of association, senior management, representatives or other persons with the right to execute transactions in the name of the Customer, to immediately inform the Bank about the occurrence of such changes in writing and submit documents related to the changes (passport, registration certificate, decision of the management bodies, etc.) or certified copies thereof, and the Customer – a legal person – shall have to additionally provide the Bank with an extract issued by the Registry of Legal Entities on said changes and sample signatures and seals of persons representing the legal person documented in accordance with the established procedure as well as documents in evidence of changes in said data. If the Customer fails to duly fulfil the obligations specified under the present Item, the Customer shall be held fully liable for any and all consequences resulting from such failure to timely provide information and agrees that the Bank's actions according to the requisite information of the Customer known to the Bank shall be considered duly executed.

**9.** The Bank may identify the Customer's identity using electronic means or in any other way, if so provided under the service agreement.

**10.** If the Bank based on the Customer Identification Means identifies that the Customer has turned to the Bank, it shall be considered that the Bank has received a relevant order from the Customer, except where the Customer proves that the Bank received the order from another person and not from the Customer's legal person's or from its authorised person (or former authorised person), representative or person whose relations with the Customer gave him / her an opportunity to use the identification means and if the Bank is unable to prove that the identification means were used by a non-authorised person through the Customer's fault.

**11.** In case of any suspicion regarding the person with the right to execute transactions in the name of the Customer or dispose of the Customer's account, also, in any other cases with the aim to ascertain whether the Customer has been duly registered and operating

(if the Customer is a legal person), to demand that the Customer provides the Bank with documents evidencing the right of the person(s) representing the legal person to execute transactions in the name of the Customer or dispose of the Customer's account or legality of the Customer's operations.

## **Chapter 4. Representation of the customer**

1. Transactions in the name of the Customer may be executed and funds or any other assets of the Customer deposited with the Bank, may be used or disposed of, in addition to the Customer, by a duly authorised representative of the Customer. A legal person shall carry out any and all actions through its duly authorised representatives.

2. The Customer's representative may represent the Customer, if such representative provides the Bank with a document in confirmation of his / her powers (an agreement, power of attorney, etc.). The document in confirmation of powers must in form and in content comply with the requirements established for such documents in laws or any other legal acts.

3. The Bank shall have the right to demand the Customer – a natural person – to carry out actions himself / herself and not through his / her representative. Such requirement of the Bank may result from any significant reason seeking to protect the legitimate interests of the Customer and / or the Bank.

4. The Bank shall accept only such documents submitted thereto in confirmation of the Customer representative's powers which clearly and explicitly identify the Customer, the Customer's representative and the powers granted to the Customer's representative. The Bank shall have the right to reject documents that do not comply with the terms indicated under the present Item.

5. The Bank shall have the right to temporarily suspend execution of any requests and / or payment orders of the Customer's representative while checking the documents in confirmation of the powers of the Customer's representative.

## **Chapter 5. Customer's signature**

1. Unless the Parties agree otherwise, agreements executed in the Customer's name, the Customer's written instructions to the Bank, requests and other documents must be signed by the Customer or a legitimate representative thereof.

2. The Bank shall have the right to demand that the Customer or the Customer's representative signs the documents at the Bank in the presence of the Bank's officer or, if such documents are signed elsewhere than the premises of the Bank, notarisation of the Customer's or the Customer representative's signature in the documents.

3. If the Customer is a legal person:

3.1. persons with the right to dispose of the Customer's funds shall be indicated in the signature and seal sample card provided by the Customer to the Bank, which card shall be signed, in confirmation of the right of the persons indicated in the signature and seal sample card to dispose of the funds in the Customer's account, by the chief executive of the Customer, a person duly authorised thereby or any other person with such right based on the Customer's founding documents provided by the Customer to the Bank and registered with the Registry of Legal Entities;

3.2. the Customer's payment orders provided in writing must be signed by the Customer or persons authorised thereby and bear a seal, if the seal sample is in the signature and seal sample card provided to the Bank.

4. In order to use electronic channels and payment instruments offered by the Bank, the Customer shall conclude a relevant agreement with the Bank and shall thus acquire the right via the Bank's e-services system, according to a set procedure, to submit his / her / its requests, orders and other documents signed by him / her / it, also, to execute and / or amend agreements with the Bank and other companies within the SEB Group that are represented by the Bank or that are users of the Bank's electronic channels to provide their services. Agreements executed via the Bank's electronic channels according to a set procedure, submitted requests, orders and other documents confirmed by the Customer's identification means shall be deemed to have equal legal effect as the documents signed by hand, and in case of legal persons – also confirmed by a seal, and shall be acceptable as admissible evidence when resolving disputes between the Bank and the Customer by the court or any other institutions.

## **Chapter 6. Requirements for documents provided to bank**

1. The Customer shall have to provide the Bank with original copies of documents or their notarised copies.

2. The Bank shall be entitled to presume that documents provided by the Customer are authentic, true, valid and correct.

3. The Bank shall have the right to demand that documents drawn up in a foreign country would be apostilled or legalised pursuant to the procedure established by legal acts.

4. Documents provided to the Bank must be made in the Lithuanian and / or any other language indicated by the Bank. If documents provided to the Bank are made in any foreign language, the Bank shall be

entitled to request their translation into the Lithuanian and / or any other language indicated by the Bank and that the translation would be signed by the translator, and the translator's signature confirmed by notary public.

5. Having accepted the Customer's submitted documents drawn up in a foreign language, the Bank shall have the right, if necessary, to organize translation of the documents into the Lithuanian language, and the Customer shall have to compensate relevant costs sustained by the Bank.

6. Any and all costs related to drawing up, delivery, approval and translation of the Customer's documents provided to the Bank shall be borne by the Customer.

7. The Bank shall have the right to retain and keep notarised copies of documents submitted by the Customer or, if possible, original copies of the documents submitted by the Customer. If the Bank returns the original copies of documents or notarised copies of documents submitted by the Customer, the Bank shall have the right to make and keep copies of documents submitted by the Customer, which copies must be approved by the Customer.

8. If the Customer provides the Bank with the documents that do not comply with requirements of legal acts and / or the requirements established by the Bank, if the authenticity or accuracy of presented documents raise reasonable doubts to the Bank, the Bank shall have the right to refuse executing the instructions of the Customer and / or demand the Customer to provide additional documents.

## **Chapter 7. Fees, interest a payments**

1. The Bank shall have the right to debit the Bank fees and interest or any other amounts payable to the Bank on the day of their payment and later without the Customer's separate instruction and consent to any of the Customer's accounts with the Bank.

2. The Bank, when rendering any specific service to the Customer, shall calculate fees payable by the Customer in ways established in the Service Agreement and / or the Fees and Charges according to the service and / or transaction fee established in the Service Agreement or the Fees and Charges.

3. The following additional costs, if any, shall be added to those established in the Fees and Charges: mail and telecommunication costs, stamp duties.

4. On maturity when fees to the Bank and / or any other amounts payable by the Customer to the Bank become due, the amount of funds in the Customer's accounts must be equal to the total amount payable by the Customer to the Bank.

5. The Bank shall debit the amounts payable by the Customer in the currency of the Republic of Lithu-

ania, i. e. in the Litas. If the Service Agreement or the Description of Terms and Conditions for Providing Services or any other agreement or transaction establishes that the Customer must pay the amounts due to the Bank in any other currency, the Bank shall debit funds to the Customer's account in such other currency. If the amount of funds in the Customer's account in the payable currency is insufficient, the Bank shall have the right, without the Customer's separate instruction and consent, to exchange any other currency in the account with the payable currency based on that day's non cash buying and / or selling rate established by the Bank.

6. If the currency of the Customer's account and / or the currency payable by the Customer to the Bank or by the Bank to the Customer any other currency is officially replaced, the Bank shall have the right, since the day of introduction of such other currency, to unilaterally, without the Customer's separate instruction and consent, to exchange the currency in the Customer's account and / or recalculate the amounts payable by the Customer to the Bank in the new currency. In the case established under the present Item, the Bank shall exchange the funds of the Customer and shall recalculate the Customer's or the Bank's liabilities based on the Bank's established exchange rate effective at that particular time, unless otherwise established by laws or any other legal acts of the Republic of Lithuania.

7. If funds in the Customer's account with the Bank are insufficient for debiting the amounts payable to the Bank, the Customer agrees (the present General Rules shall be the Customer's multiple consent) that the Bank would debit, without the Customer's separate instruction and consent or pursuant to any other procedure established by laws of the Republic of Lithuania, against the Bank's drawn up debit payment orders the amounts payable to the Bank to any and all types of the Customer's accounts (in the Litas or any other currency) with other banks or credit institutions. The present General Rules shall also be the Customer's unconditional instruction to any other bank or credit institution to exchange at the Bank's request the funds debited with the required currency, if funds in the payable currency in the Customer's account are not available or are insufficient, and to transfer them to the account indicated by the Bank. Said consent of the Customer cannot be revoked without a relevant amendment to the Agreement or without the Bank's prior written consent. The present General Rules shall also be deemed to be the Customer's unconditional and irrevocable consent for the Bank to obtain all the required information on the Customer's accounts with other banks and credit institutions and relevant balances of accounts until the Customer's debt to the Bank is fully covered.

8. If any due dates of payment of the amounts by the Customer coincide and / or if the amount received and / or debited to the Customer's account by the Bank is lower than the entire amount payable by the Customer to the Bank under the service agreement, the Bank shall first, from the amount received, cover the amount of costs sustained in connection with the requirement to fulfil a relevant obligation under the service agreement, then – interest, default interest and finally the loan and other payments under the service agreement as specified in Article 6.54 of the Civil Code of the Republic of Lithuania. The Parties do expressly agree that the Bank is entitled to distribute the amounts received at its own discretion and in an order of priority different from that specified under the present Item and Article 6.54 of the Civil Code of the Republic of Lithuania.

9. If the Customer has any overdue payments to the Bank and under several service agreements between the Bank and the Customer, and the Bank from the Customer receives and / or debits to the Customer's bank account an amount lower than the entire amount payable by the Customer to the Bank under any and all effective service agreements, and the Customer does not indicate the purpose of payment, the Bank shall at its own discretion distribute which debt and under which service agreements will be covered from the amount received from the Customer.

## **Chapter 8. The Bank's and the Customer's liability**

1. The Bank shall be liable for any unduly executed account transactions in accordance with the procedure established by laws or any other legal acts of the Republic of Lithuania.

2. A person giving a payment order to the Bank shall be responsible for accuracy of requisite information of the payment order. The Bank shall not accept payment orders that contain corrections. The Bank shall not be liable for consequences resulting from inaccurate or incomplete requisite information provided in the Customer's payment order.

3. The Bank shall not be liable for:

3.1. errors made by correspondent banks, actions of such banks resulting in failure or delay to fulfil obligations, or such actions prevent from the funds crediting to the Customer's account;

3.2. mutual claims of payer's and beneficiary's, and shall not consider such claims, if there is no fault of the Bank;

3.3. criminal or any other illegal actions of third parties resulting in damage to the Customer or any other person;

3.4. the Customer's losses incurred from the Customer's account blocking.

4. If the Bank fails to credit funds to the Customer's account within the term established by laws or any other legal acts of the Republic of Lithuania or fails to execute the Customer's payment order, also, in case of erroneous debiting of funds to the Customer's account, the Bank shall pay to the Customer interest at the rate established by laws or any other legal acts of the Republic of Lithuania. The Bank shall not pay interest to the Customer on any unexecuted transaction, if the transaction in the bank account was suspended pursuant to the procedure established by laws of the Republic of Lithuania.

5. The Customer shall be liable for any and all losses sustained by the Bank if such losses result from erroneous information provided to the Bank, from failure to execute payment orders or fulfil obligations established in the agreement.

6. The Parties shall not be liable for non-fulfilment of their obligations or their undue fulfilment resulting from force majeure circumstances. The Parties shall follow the rules established by legal acts of the Republic of Lithuania regarding application of force majeure circumstances.

7. The Bank shall not be liable for the Customer's losses resulting from risks related to a change in the currency exchange rate, a change in the price of securities held by the Customer and / or other risks related to the investment of the Customer's assets.

8. The Bank shall have the right to upgrade its information system and eliminate any disclosed drawbacks, even if this may lead and / or leads to short-term failures in providing customer services. The Bank must plan works for upgrading its information system, for the elimination of any drawbacks in it and, if possible, carry such works out at night-time or on a non-banking day.

9. In case of any extraordinary circumstances or significant reasons, the Bank shall have the right, in order to avoid any potential losses to the Customer and / or its own losses, to eliminate any drawbacks in the information system any time of the day. In the case specified under the present Item, the works for the elimination of drawbacks in the information system shall be carried within the shortest possible period of time.

10. During the period of the Bank's information system upgrading and / or elimination of any drawbacks in it, fulfilment of any and all obligations of the Bank via the information system shall be suspended.

11. The Bank shall have the right to reject and to refrain from executing any payment order, reject FX buy / sell applications, reject and refrain from executing any orders for financial derivatives transactions, suspend any other services of the Bank, if

interbank settlement systems or global interbank financial market do not function, or market liquidity deteriorates, or in case of any other unusual market conditions or due to any other significant technical or any other reasons or if the Bank deems the risk to be unacceptable.

**12.** The Bank has no obligations under service agreements, i. e. the Bank shall not be liable for non fulfilment or improper fulfilment of its obligations, if any market destabilisation event exists / or persists, which means that circumstances that render a substantial impact on the interbank market exist / or persist, when a) before 12.00 a. m. on the day of fixing the variable interest rate portion official sources make no announcement of a relevant currency variable interest rate portion (base interest rate) or b) the Bank cannot obtain, in the ordinary course of the interbank market business practice, the required maturity adequate amounts of deposits in relevant currency and / or costs of borrowing funds in a relevant amount and currency for the variable interest rate period exceed the base interest rate of a relevant period.

## **Chapter 9. Procedure for amending the General Rules**

**1.** The Bank shall have the right, due to important reasons (due to changes in the functionality of the services provided by the Bank, due to the information systems and / or technologies upgrade, due to amendments to legal acts or due to economic or any other important reasons) to unilaterally amend the General Rules and annexes thereto, if this is not in violation of the Customer's rights and legal interests, having provided the Customer with relevant information pursuant to the procedure established under the present General Rules.

**2.** The Bank shall inform the Customer of any amendments to the General Rules and annexes thereto no later than 60 (sixty) calendar days before the effective date of such amendments. Said information on the amendment to the General Rules shall be publicly announced at the Bank's website and at the Bank's customer service branches, also it may be provided to the Customer in person. A public announcement shall be deemed to be information duly given (in writing) to the Customer on a unilateral amendment to the General Rules. It shall be deemed that the Customer agrees with such amendments, if before the effective date of the amendments he / she / it does not notify the Bank of his / her / its disagreement with such amendments. In such event, the Customer shall be entitled to terminate the Framework Agreement pursuant to the procedure established under Item 12.1. of the Payment Rules.

**3.** In such case if any amendments to the Gen-

eral Rules introduce more favourable terms for the Customer (lower services charges, service quality improvement, etc.), such amendments to the General Rules shall come into effect from the following date of announcement thereof on the website or from the effective date specified in the announcement.

**4.** The Customer shall be entitled to anytime familiarise with the effective version of the General Rules, also, with any version of the General Rules and / or the Payment Rules that were effective since the day of execution of the Framework Agreement. The afore-mentioned documents and information may be announced at the website, and if they are not announced and a separate request of the Customer has been received, they must be provided to the Customer in writing or using any other durable medium.

## **Chapter 10. Procedure for the execution, amending and termination of the Service Agreement**

**1.** The Service Agreement executed by and between the Bank and the Customer shall take effect on the day of its signature by each Party to the Service Agreement and its approval by their seals (if the Customer is a legal person and its founding documents indicate that it has its seal), unless otherwise provided under the Service Agreement.

**2.** Annexes and amendments to the Service Agreement shall constitute an integral part thereof and must be approved by signatures and seals of the Parties (if the Customer is a legal person and has its seal).

**3.** The Service Agreement shall be done in the number of copies that is equal to the number of Parties thereto, one for each Party.

**4.** The terms and conditions of the Service Agreement may be amended at a written agreement between the Parties, other than in cases established under Item 5 of the present Chapter, where the Bank has the right to unilaterally amend the Service Agreement.

**5.** The Bank shall be entitled to unilaterally, without a separate written agreement between the Parties, amend the terms and conditions under service agreements (among them the ones that may be amended only upon a written agreement between the Parties), if such amendments are related to the upgrade of the Bank's information systems and / or technologies, changes in the requirements of Visa and / or MasterCard associations or amendments to legal acts, if such amendment to the terms and conditions to the service agreement is not in any material violation of the Customer's rights and legal interests nor constitutes a change in the material terms and conditions of the Service Agreement. The Bank undertakes, no later than within 60 (sixty) calendar days, to make a relevant announcement at the Bank's Website and

at the Bank's customer service branches or to inform customers in person.

6. If it appears that any of the provisions of the service agreement is corrupt or legally ineffective, the other provisions of the service agreement shall remain in full force and effect. The Parties must substitute the corrupt provision with another legally effective provision closest in its purport to the ineffective one.

7. Relations that are not regulated by the Service Agreement shall be subject to the requirements General Rules and laws as well as any other effective legal acts of the Republic of Lithuania.

8. Conditions and procedure for the termination of the Framework Agreement is established under Item 13. of the Payment Rules.

### **Chapter 10<sup>1</sup>. Procedure for execution, amendment and termination of a time deposit agreement**

1. A time deposit agreement may be executed, amended or terminated using the Bank's Internet banking system, irrespective of whether such time deposit agreement has been executed via e-channels or at the Bank's sub-branch.

### **Chapter 11. Settlement of disputes**

1. Service agreements executed by and between the Parties shall be interpreted and construed in accordance with the laws of the Republic of Lithuania, unless otherwise established under said agreements.

2. Customer's enquiries / claims regarding the Bank's actions whereby the Bank could have violated any requirements of laws or service agreements that regulate payment services or any other services and / or the Customer's legitimate interests, shall be considered by the Bank. The Bank must consider the Customer's written enquiries / claims and respond within a 30 calendar days' period as of the day of receipt of a relevant request.

3. Customer's enquiries / claims shall be considered by the Bank free of charge.

4. A claim must specify circumstances and documents, based on which the claim is submitted. If the Customer in his / her / its claim refers to documents that are not available to the Bank, such documents or their certified copies must be submitted alongside with the claim.

5. If the Bank's response to the Customer's request (complaint) does not satisfy the Customer or no response was given, the Customer shall have the right to turn to the court pursuant to the procedure established by laws. If the Customer is the user, he / she / it shall also have the right to turn to the Bank of Lithuania pursuant to the procedure established by laws.

6. If the plaintiff (applicant) is the Customer – a legal person – the claim (application) against the Bank shall be submitted to Vilnius City District Court No. 2, and if the amount of the claim (application) is in excess of LTL 100,000 (one hundred thousand), to Vilnius County Court. If the plaintiff (applicant) is the Customer – a natural person – the claim (application) against the Bank shall be submitted according to the Customer's place of residence or domicile.

7. The Bank shall have the right to record conversations by telephone in connection with entering into service agreements and meeting their terms and conditions. The Parties do expressly agree that telephone conversation recordings, notifications sent or received by fax according to requisite information indicated in the service agreement shall be deemed to be evidence for settlement of disputes between the Parties.

8. Any and all disputes arising in connection with meeting the terms and conditions under the service agreement, shall be settled through negotiations.

9. The Parties shall mutually abide by the principles of fairness, prudence and integrity and shall duly fulfil the obligations assumed against each other.

10. The Customer shall have no right to assign his / her / its obligations to any third party without the Bank's prior written consent.

### **Chapter 12. The Bank's and the Customer's communication rules**

1. Any and all notifications specified in the Service Agreement and related to the defence of claims according to civil procedure must be made in writing and sent by fax or registered mail at the addresses of the Parties specified in the Service Agreement or in any other manner established under the Service Agreement.

2. Any and all communications, statements of account, reports, certifications, confirmations or any other information, including the General Rules (hereinafter the „notifications“) must be made in writing (i. e. a relevant document must be drawn up), other than in cases provided for by legal acts of the Republic of Lithuania and / or agreements as well as any other documents submitted to the Bank (applications, forms, etc.), where notifications may be provided verbally or must be notarised. Documents sent by telecommunication means or by electronic means (by fax or via the Internet) shall be deemed to be documents made in writing.

3. The Bank shall deliver notifications to the customer in person or announce them publicly:

3.1. the Bank's notifications shall be delivered in person or told personally to the Customer, also sent by mail, e-mail, telefax and other telecommunication

means, via the Bank's Internet banking system;

**3.2.** the Bank's public notifications shall be placed at the Bank's website and made available at the premises of the Bank's customer service branches. Such notifications may be additionally published at any national newspaper selected by the Bank (available in an area with more than 60 per cent of the population of the Republic of Lithuania).

**4.** The Customer's notifications to the Bank shall be delivered or told directly to the Bank's authorised employees, also, sent by mail, telefax, telephone and other telecommunication means, by e-mail, via the Bank's Internet banking system. If the Customer gives a notification verbally, the Bank shall have the right to record the conversation pursuant to the procedure established by laws.

**5.** The Bank must ensure continuous and quality functioning of the Bank's Internet banking system and the Bank's Website (to the extent it depends on the Bank).

**6.** Each Party shall be entitled to select a way of delivering notifications, other than in cases peremptorily established by legal acts of the Republic of Lithuania and / or service agreements as well as any other documents (applications, forms, etc.) submitted to the Bank. The Bank's notification announced publicly shall be deemed duly transferred and delivered to the Customer, other than in cases peremptorily indicated by legal acts of the Republic of Lithuania and / or service agreements, where the Bank must deliver a notification to the customer in person. Information that constitutes the Bank's secret may be handed in or told only in person.

**7.** Notifications delivered by the Parties shall be deemed received:

**7.1.** if a notification has been delivered verbally (including by phone) – at the time it is being told;

**7.2.** if a notification is handed in directly – on the day it is handed in;

**7.3.** if a notification is sent by mail – after a 5 (five) calendar days' period (if sent outside / from outside to the Republic of Lithuania – after a 14 (fourteen) calendar days' period) since the day of its dispatch;

**7.4.** if a notification is sent by e-mail, telefax, telephone and other means of communication – on the nearest banking day in the Customer's recipient country since its dispatch;

**7.5.** if a notification is announced via the Bank's Internet banking system – on the nearest banking day in the recipient's country following the day of its announcement;

**7.6.** if a notification is announced publicly – on the day of its announcement;

**7.7.** if the recipient has confirmed earlier receipt of the notification than mentioned above – on the confirmed day of its receipt.

**8.** Name and surname or name of a legal person, addresses, telephone, fax numbers and other requisite information (hereinafter the 'contact information'), required to be indicated when sending notifications by the Parties, shall be indicated in the service agreements or any other documents (applications, forms, etc.) submitted to the Bank.

**9.** If the service agreement includes multiple persons (co-borrowers, account co-holders, etc.), the Bank shall have the right to address notifications related to such service agreement to any of the multiple persons. Such person must forward the information received to other multiple persons indicated in the service agreement.

**10.** If the service agreement or any other documents (applications, forms, etc.) provided to the Bank does not contain the Customer's contact information, the Bank shall have the right to give the notification according to the latest contact information indicated by the Customer. If the service agreement does not contain the Bank's contact information, the Customer shall have the right to give the notification according to the contact information indicated at the Bank's website.

**11.** The Parties must forthwith inform each other of any change in their contact information. At the Bank's request the Customer must provide relevant documents in evidence of a change in the contact information. If case of failure to fulfil such duty, it shall be deemed that any notification sent according to the latest information indicated to the other Party has been duly sent, and any obligation fulfilled based on such information has been duly fulfilled.

**12.** The Parties must forthwith provide each other with information of any circumstances that may be important for performing under the Service Agreement. At the Bank's request, the Customer must provide documents in evidence of such circumstances, irrespective of the fact that the information has been provided to public registries, also, documents, evidencing the following: a change in sample signature of the Customer or the Customer's representative, initiation or instigation of the Customer's bankruptcy, restructuring proceeding, the Customer's liquidation, reorganisation, rearrangement, etc.

**13.** The Service Agreement must establish that the Parties must periodically provide each other with certain notifications related to their performance under the Service Agreement.

**14.** If the Customer does not receive notifications from the Bank that it had to receive from the Bank

under the Service Agreement or has submitted its separate request to the Bank in order to receive them, the Customer must forthwith give the Bank inform the Bank about it.

**15.** The Customer must, having received a notification from the Bank, forthwith check the correctness and accuracy of the information contained in it, and having found any discrepancy, inaccuracy or mistake inform the Bank about it. The Bank's notification shall be deemed confirmed by the Customer, if within a 20 (twenty) calendar days' period since the day of receipt of the notification the Customer did not give any objections or comments (unless otherwise provided in the agreement or in the notification). The present Item shall not be applied to the Bank's notifications that according to their purport, Service Agreement or legal acts of the Republic of Lithuania need not be checked and / or approved by the Customer.

**16.** Notifications sent by the Bank to the Customer cannot be deemed to be the Bank's offer to the Customer to execute the Service Agreement or use any services, except cases where the Bank's notification clearly states that exactly such offer is being made.

**17.** The Customer confirms that he / she / it has been duly informed and assumes potential risk of confidential information disclosure to any third parties that may arise when sending or submitting notifications or any other information by e-mail or by phone under the service agreement.

**18.** The General Rules and the Fees and Charges shall be published in the Lithuanian and English languages. Service agreements shall be executed in the Lithuanian language. At the Customer's request and at the Bank's consent, service agreements may be executed in English and any other language. The Bank shall have the right to request the Customer to compensate the costs for translation of the Service Agreement into a foreign language.

**19.** The Bank's notifications delivered to the Customer in person shall be made in the Lithuanian language. The Bank shall also be entitled to make such notification in the language in which the Service Agreement has been executed. At the Bank's consent, the Bank's notifications may be made in any other language requested by the Customer. The Bank's notification publicly announced at the Bank's website shall be made in the Lithuanian and English languages. In all other cases the Bank's notification shall be made in the Lithuanian language.

**20.** The Customer's notification to the Bank may be made in the Lithuanian and English languages.

**21.** In case of any discrepancy between the texts of the service agreement in the Lithuanian and any foreign language, the text in Lithuanian shall prevail.

## **Chapter 13. Confidentiality**

**1.** Any service agreement executed by the Bank and the Customer as well as any and all correspondence related to its execution and performing under its terms and conditions shall be confidential with regard to any third parties, other than institutions authorised by the state and in cases established under the General Rules.

**2.** The Parties shall be prohibited from disclosing to third parties any information that has become known thereto when executing any service agreement or any other agreement or when performing under its terms and conditions. Information may be provided only in cases and pursuant to the procedure established by laws of the Republic of Lithuania and the General Rules. The prohibition shall be effective for an unlimited period of time and shall remain in effect upon expiry of said agreement.

**3.** The entire information on transactions, payments and security requirements, related to any service agreement executed by the Bank and the Customer or to any other agreement or to performing under its terms and conditions, technical data, also, any other information that is not in public domain, technology knowledge, commercial secrets related to the activities of any of the parties to above-mentioned agreement shall be deemed to be confidential information.

**4.** The Parties shall have no right to disclose any information related to the terms and conditions of the Service Agreement executed by them or any other agreement nor any other information related to said agreement, other than in cases established under said agreement and laws or any other legal of the Republic of Lithuania.

## **Chapter 14. Personal data and information protection**

**1.** The following data subjects shall be identified at the Bank:

**1.1.** Customer – a natural person;

**1.2.** a person related with the Customer, i. e., a natural person (the Customer's representative, spouse, partner, surety, etc.).

**2.** Personal data means any information related to a natural person, which is considered the data subject, whose identity is known or may be directly or indirectly identified when using such data as personal ID code, one or several physical, physiological, psychological, economic, cultural or social features typical of such person.

**3.** Personal data handling means any action related to the personal data: collection, registration, concentration, classification, grouping, connecting, changing

(amendment or correction), presentation, announcement, use, logical and / or arithmetical transaction, search, dissemination, destroying or any other action or a set of actions.

**4.** The Bank shall handle the personal data of the data subject (included but not limited to the name, surname, personal ID code) received from the Customer willing to use or using the Bank's services as well as data received from other sources specified in the General Rules.

**5.** The data subject has been informed that the Bank has the right to handle his / her / its personal data specified in the Service Agreement and / or in the documents related to the execution of the Service Agreement obtained by the Bank. If within a certain period of time the data subject signs several agreements that differently determine the personal data and information security terms and conditions, it shall be considered that in the process of providing the Bank's services to the data subject, valid shall be the personal data and information security terms and conditions established under the agreement signed the latest.

**6.** The data subject has been informed or does agree in writing or in any other manner or in such a manner that enables identifying the data subject, to turn to the Bank:

**6.1.** that the Bank, having confirmed the identity of the data subject, would familiarise the data subject with his / her / its personal data being handled, would inform about the type of his / her / its data obtained, sources of such data, purpose of obtaining them, manner of handling and to whom they are submitted;

**6.2.** that the Bank would correct any incorrect, incomplete, imprecise information about the data subject and / or would suspend actions of handling, other than storing, such personal data;

**6.3.** that the Bank would destroy any illegally collected personal data of the data subject or would suspend actions of handling, other than storing, of such personal data.

**7.** The data subject represents that he / she / it has been informed about his / her / its right to disagree:

**7.1.** with personal data handling, and does undertake to provide the Bank with legal arguments of such disagreement in writing or in any other manner that enables to identify the data subject, if the latter decides that handling the data subject's personal data by the Bank is illegal;

**7.2.** with the personal data handling for direct marketing purposes and has the right to refrain from disclosing arguments for such disagreement.

**8.** The data subject has been informed and does agree with the Bank's handling of the personal data for the following purposes:

**8.1.** consideration of requests or possibility to execute the Service Agreement;

**8.2.** analysis of expediency of executing a Service Agreement and meeting its terms and conditions;

**8.3.** assessment of operational, solvency, default risk, analysis of the outstanding liabilities monitoring according to the legal acts applied to the Bank's activities;

**8.4.** providing of the Bank's financial services and for carrying out other activities as provided for in the legal acts applied to the Bank's activities;

**8.5.** providing of information to the Customer on his / her / its Service Agreements with the Bank and with the Bank's subsidiary companies;

**8.6.** providing of information to the data subject about services of the Bank and the Bank's subsidiary companies;

**8.7.** obtaining information from the data subject about services of the Bank and the Bank's subsidiary companies.

**8.8.** ensuring security of the Bank's and the Bank customers' property security (video surveillance);

**8.9.** assessment of the quality of execution of the Bank's agreements and performance under such agreements as well as of the services provided by the Bank (recorded telephone call), request for opinion about the services being provided/offered, service quality as well as market research;

**8.10.** ensuring compliance with liquidity and solvency requirements according to the legal acts applied to the Bank's activities;

**8.11.** analysis and forecast of the behaviour and needs of the data subject as a user of the Bank's services as well as of transactions executed by such data subject with the aim to ensure the Bank's optimal service and individual offerings to the Customer;

**8.12.** anti-money laundering and terrorist financing prevention.

**9.** The data subject represents that he / she / it has been informed about the Bank's right to provide his / her / its personal data to other persons, and the Bank has obtained the consent of the data subject to provide it to:

**9.1.** the Bank's parent company and to any and all companies that are direct and/or indirect subsidiaries of the Bank's parent company (hereinafter the 'Bank Group') for the following purposes:

- 9.1.1.** appropriate management of the Customer's liabilities;
- 9.1.2.** assessment, based on the data and information accumulated by the Bank Group companies, of whether the data subject is or is not able to duly fulfil his / her / its financial obligations and use financial services;
- 9.1.3.** efficient risk management, implementation of appropriate risk management measures and implementation of risk management requirements established by relevant supervisory institutions;
- 9.1.4.** informing the Customer about his / her / its Service Agreements with the Bank Group;
- 9.1.5.** appropriate informing about and providing of the services to the Customer at the entire Bank Group level;
- 9.1.6.** implementation of anti-money laundering and terrorist financing prevention measures and determination of the origin of funds;
- 9.1.7.** conducting of studies and analyses of financial ratios by customer groups, services and products as well as other financial ratios.
- 9.2.** other persons whose activities are related to debt recovery or development, administration or use of the borrower database to enable them to organise, if needed, debt administration and recovery from the Customer;
- 9.3.** persons administering registries, databases established by laws and other legal acts of the Republic of Lithuania to enable them to include the information and personal data into registries and databases in compliance with legal acts;
- 9.4.** correspondent banks, paying agents and other persons with whom the Bank has executed cooperation or service agreements for the purpose of performing under the agreements executed with the Customer in compliance with the applied legal acts;
- 9.5.** correspondent banks, paying agents, banks, beneficiary banks and persons related to the Customer's transaction to the extent this is related to the determination of the source of the Customer's funds for purpose of anti-money laundering and terrorist financing prevention.
- 10.** The Customer represents and it shall also be considered that the data subject represents that actions of the Bank related to providing information or personal data of the data subject to persons specified under Items 9.1.–9.5. of the present Chapter of the

General Rules shall not be deemed to be disclosure of the Bank's, the Customer's or the data subject's secret or failure to adhere to laws or any other legal acts of the Republic of Lithuania or violation of the Bank's confidentiality undertaking.

**11.** The Customer represents and it shall also be deemed that the data subject also represents that it gives its consent to the Bank, engaged in solvency assessment and analysis, to receive personal data and other documentation (included but not limited to information on property ownership, account turnover and balance, employers, requirements to the applicant, etc.) about the Customer and the data subject from:

- 11.1.** the Bank Group companies;
- 11.2.** other credit institutions and other financial entities;
- 11.3.** persons engaged in the administration of registers and databases specified by laws or any other legal acts of the Republic of Lithuania.
- 12.** The Bank does undertake to:
  - 12.1.** apply and seek that other persons who, in accordance with Items 9.1.–9.7. of the present Chapter of the Rules, receive personal data, would apply appropriate organisational and technical measures for the protection of the Bank's obtained personal data from incidental or illegal destruction, replacement, disclosure or from any other illegal handling;
  - 12.2.** ensure that personal data would be stored for the entire period of the agreement and upon expiry of the agreement for a period established by laws.
- 13.** The Customer must ensure that it will familiarise the related persons indicated by him / her / it whose personal data he / she / it has provided to the Bank with the present terms and conditions for the protection of personal data and information prior to signing the Service Agreement, and that the persons related to the Customer will agree with such terms and conditions.
- 14.** The Bank does undertake to ensure that any legally substantiated request on personal data protection of persons related to the Customer submitted to the Bank is taken into consideration. The Bank does undertake to apply the present terms and conditions for personal data and information protection with regard to persons related to the Customer until they provide their legally substantiated disagreement with the application of the present provisions in their regard.

# Annex 1 to the General Service Rules of SEB Bank

## Payment Services and Bank Account Handling Rules

### 1. Introduction

- 1.1. Payment Services and Bank Account Handling Rules (hereinafter the „Payment Rules“) have been drawn up taking into consideration the legal acts of the Republic of Lithuania and the European Union that regulate payment services;
- 1.2. The present Payment Rules shall constitute an integral part of the General Rules, therefore, they must be interpreted and construed together, taking relevant context into account. The Payment Rules shall regulate the terms and procedure for providing payment services and accounts handling by the Bank.

### 2. Payment services provider

Payment services provider that provides the Customer with payment services shall be the bank indicated under Item 1 of Chapter 2 of the General Service Rules of SEB Bank (hereinafter the General Rules‘).

### 3. Definitions

- 3.1. The terms used in the Payment Rules shall be construed as they are defined further in the present Payment Rules, except where a different purport occurs in connection with the context of the Payment Rules. The terms in the text of the Payment Rules are also used as defined under the General Rules and annexes thereto;
- 3.2. **Bank** means the payment services provider indicated under Item 2. of the Payment Rules;
- 3.3. **banking day** means the day when the Bank carries on its activities necessary for executing a payment transaction. The Bank executes payment orders to transfer funds from one account with the Bank to another account with the Bank on a daily basis, and it executes payment orders to transfer funds to accounts with other banks on working days, when the finance (settlement) centre operates and carries on activities necessary for executing payment transactions, acting as a mediator for the Bank in providing payment services and processing data of a relevant – currency payment order. The terms „working days“ and „days off“ shall be construed as defined under the General Rules;
- 3.4. **Framework Agreement** means a bank account agreement or a credit card account agreement,

the General Rules being an integral part thereof, executed by and between the Bank and the Customer that establishes the Bank’s duty to open a current account as well as terms and conditions for its opening and regulates execution of one-off and recurrent payments;

- 3.5. **beneficiary** means a natural or a legal person that is indicated in the payment order as the beneficiary of funds of a payment transaction;
- 3.6. **Internet banking services** means providing of payment services via the Internet Banking System of payments via the Internet under the Customer’s agreement executed with the Bank;
- 3.7. **statement of account** means the Bank’s document that contains information on the payment transaction(s) executed in the current account within a certain period of time;
- 3.8. **Customer** means a natural or a legal person who is user of the Bank’s payment service as a payer and / or a beneficiary;
- 3.9. **commission fee** means the service provider’s charge for a payment transaction and / or services related to it;
- 3.10. **credit transfer** means a payment service, when at the payer’s initiative funds are transferred to the beneficiary’s current account;
- 3.11. **payment order** means an order of the payer or the beneficiary to the Bank to execute a payment transaction;
- 3.12. **payment transaction** means payment, transfer or collection of funds initiated by the payer or the beneficiary, irrespective of the payer’s and the beneficiary’s duties on which the transaction is based;
- 3.13. **payment transaction authorisation** means the payer’s consent to execute a payment transaction;
- 3.14. **payment services** means payment services provided by the Bank as defined by the Law of the Republic of Lithuania on Payments;
- 3.15. **payment services provider** means any credit institution or any other institution that provides payment services;
- 3.16. **payment tool** means a personalised tool and /

or certain procedures agreed on by the Customer and the Bank that the Customer uses when initiating a payment order;

- 3.17. current account** means an account with the Bank opened in the name of one or several Customers, used when executing payment transactions;
- 3.18. payer** means a natural or a legal person who has a current account and allows to transfer funds from such current account, or, if no current account is available, a natural or a legal person that gives a payment order;
- 3.19. key interest rate** means interest rate indicated by a public source acceptable to both Parties to the agreement based on which the interest rate is calculated;
- 3.20. base currency exchange rate** means the currency exchange rate that is established by the Bank or a public source indicated by the Bank, based on which currency is exchanged;
- 3.21. durable medium** means medium in which the information meant personally for the user of payment services is stored so that it could be made available within a period in accordance with the purpose of the information and from which information is retrieved without changes;
- 3.22. Agreement** means the Framework Agreement, One-off Payment Agreement or any other agreement executed by and between the Bank and the Customer on payment services;
- 3.23. Parties** means the Bank and the Customer having executed the Framework Agreement or the One-off Payment Agreement, each separately referred to as the Party;
- 3.24. direct debit** means a payment service which includes debiting of funds to the payer's current account, when the payment transaction is initiated by the beneficiary based on the payer's consent given to the beneficiary, to the beneficiary's payment services provider or to the payer's payment services provider;
- 3.25. unique identifier** means the current account number IBAN (International Bank Account Number) issued by the Bank to the Customer, according to which the Customer's current account used in the payment transaction is uniquely identified, other than a payment card account. Unique identifier according to which the Customer's payment card account used in the payment transaction is identified is indicated in the Description of Payment Card Issuance Terms and Conditions;
- 3.26. foreign state** means a state other than the European Union member state and a state other than the European Economic Area (EEA) state;

**3.27. member state** means the EU member state, the European Economic Area (EEA) state;

**3.28. user** means a natural person who, based on the Agreement, uses payment services offered by the Bank and acts aiming at objectives unrelated to its any trade, business or professional activities;

**3.29. One-off Payment Agreement** means an agreement executed by and between the Bank and the Customer whereby one-off payment transactions are regulated, the General Rules being an integral part thereof. For executing one-off payment transactions no currency account is opened and no Framework Agreement is executed.

## 4. Exceptions

- 4.1.** If payment transactions are executed in foreign state currencies, the Bank and the Customer agree that the Bank has the right to refrain from applying the provisions of the Payment Rules;
- 4.2.** If payment transactions are executed in the currencies of member states by payment to foreign states or from such states, the Bank and the Customer agree that the Bank shall have the right to refrain from applying the provisions of the Payment Rules, other than Item 7.5.6.;
- 4.3.** If the Customer is not the user, the Bank and the Customer agree that the Bank shall have the right to refrain from applying Items 7.3.3.–7.3.6., 8.1., 8.2., 11.10., 11.21., 13.6.–13.7. of the Payment Rules.

## 5. Execution of agreements

### 5.1. Framework Agreement:

**5.1.1.** Framework Agreement shall be executed, if the Customer is willing to:

- open a current account with the Bank; and / or
- execute one-off or recurrent payment transactions, and the Bank requests to open a current account with the Bank;

**5.1.2.** The Framework Agreement shall be deemed executed, after the Bank and the Customer agree on the terms and conditions for opening the current account;

### 5.2. One-off Payment Agreement:

**5.2.1.** One-off Payment Agreement shall be executed, if the user of payment services requests a one-off payment transaction, execution whereof does not require opening a current account;

**5.2.2.** One-off Payment Agreement shall be executed, after the Bank and the Customer agree on the terms and conditions for providing a one-off payment service;

### 5.3. Other agreements on payment services:

**5.3.1.** if the Framework Agreement does not establish to provide certain payment services, the Bank

and the Customer shall have the right to execute separate agreements on such payment services;

**5.3.2.** if in connection with certain payment services separate agreements have been executed and it is necessary for the Customer to open a current account, the provisions of the Framework Agreement shall be additionally applied to the relations between the Parties in connection with such payment services.

## **6. Commission fee, interest rates and currency exchange**

**6.1.** In consideration for payment transactions executed and / or related services provided by the Bank, the Customer shall pay to the Bank a commission fee in an amount fixed by the Bank;

**6.2.** Commission fee shall be specified in the Fees and Charges;

**6.3.** The Bank shall be entitled to debit the commission fee to the Customer's current account in which the payment transaction is executed. The Bank shall be entitled to debit the commission fee to the Customer's other accounts opened with the Bank. In cases established by the Bank, the Customer shall pay the commission fee in cash prior to or after the payment transaction;

**6.4.** If a payment transaction is executed using the current account, and funds in the Customer's current account are insufficient for executing the payment transaction and for payment of the commission fee, the Bank shall have the right to reject the payment transaction;

**6.5.** Commission fee shall be paid in the currency specified in the Fees and Charges;

**6.6.** If funds in the current account are insufficient for payment of the commission fee specified in the Fees and Charges in the currency specified in the Fees and Charges, the Bank shall have the right to apply the base currency exchange rate and exchange the currency of the account funds with the currency specified in the Fees and Charges;

**6.7.** The Bank shall pay interest to the Customer for funds in the account as specified at the Bank's Website, unless otherwise specified under the Framework Agreement or the Fees and Charges. Interest shall accrue on the balance of funds in the payment account which is calculated upon completion of that particular day's last transaction in the current account. Calculation of such interest shall be based on an assumption that a year consists of 365 days. Interest accrued for a calendar month shall on the last day of the calendar month be transferred to the Customer's current account; if the Bank decreases the interest rate on funds in the current account, the Customer shall have the

right to forthwith and without paying any commission fee terminate the Framework Agreement within 30 (thirty) calendar days as of the day of announcement of the new interest rate;

**6.8.** If the Bank for the purpose of executing payment transactions grants to the Customer a credit, the Customer shall pay to the Bank interest specified in the Framework Agreement, Service Agreement or in the Fees and Charges on the granted credit;

**6.9.** The Bank shall apply the new key currency exchange rate or key interest rate immediately and without separate notice. Information about changes in the key currency exchange rate or key interest rate established by the Bank shall be available at the Bank's Website or at the Bank's branches, unless the Bank and the Customer have agreed otherwise.

## **7. Use of payment services**

**7.1.** The main characteristics of payment services are defined by the Payment Rules and other agreements on payment services;

**7.2.** Information that must be provided in the payment order:

**7.2.1.** the Bank credits or debits funds to the current account according to the unique identifier indicated in the payment order received by the Bank. If besides the unique identifier the payment order contains any additional information, the Bank shall be responsible only for execution of the payment transaction according to the unique identifier provided in the payment order. When crediting or debiting funds to the current account according to the unique identifier indicated in the payment order received by the Bank, the Bank shall have the right to refrain from checking whether such unique identifier corresponds to the account owner's personal or any other data;

**7.2.2.** the Bank shall, when executing payment order initiated by the Customer, transfer to the beneficiary's payment services provider the information provided in the payment order. The Bank shall have the right to establish mandatory information that must be submitted to the Bank in order that a payment order would be duly executed;

**7.3.** Giving consent for executing a payment transaction and cancellation of the payment transaction:

**7.3.1.** the Customer may give his / her / its consent for executing a payment transaction pursuant to the procedure established by the Bank or in a form and manner agreed on by the Bank and the Customer. A consent provided in writing must be signed by the Customer or by his / her / its representative. Consent on execution of payment transactions may also be approved by e-signature,

a password issued to the Customer, codes and / or any other means established under the agreement evidencing the Customer authenticity. Documents approved in said manner shall be deemed approved by the Customer and be legally equally effective as hardcopy documents signed by the Customer;

**7.3.2.** the Customer's consent to execute a payment transaction shall be provided before execution of the payment transaction. At an arrangement between the Customer and the Bank, the Customer's consent (authorisation) to execute a payment transaction may be provided also after execution of the payment transaction;

**7.3.3.** a payment order cannot be cancelled after it has been received by the payer's payment services provider, other than in cases established under the present Rules;

**7.3.4.** if the payment transaction is initiated by the beneficiary or via the beneficiary, the payer may not cancel the payment order after the payment order is sent or the payer has given his / her / its consent to execute the payment transaction. However, in case of direct debit, the payer may cancel the consent to execute the payment transaction before the end of the working day that precedes the day on which the payer and the beneficiary agreed on debiting funds to the payer's current account. The Bank shall not be held liable if the beneficiary provides a payment order without observing the deadlines indicated in the arrangement with the payer;

**7.3.5.** payment orders specified under Item 7.4.2. of the Rules, may be cancelled no later than before the end of the day preceding the agreed day;

**7.3.6.** upon expiry of the terms specified under Items 7.3.3.–7.3.5., payment order may be cancelled only at an arrangement between the Customer and the Bank, and in cases specified under Item 7.3.4. the beneficiary's consent shall also be required;

**7.3.7.** the Bank shall have the right to charge the commission fee specified in the Fees and Charges for cancellation of the payment order;

**7.3.8.** If the payment order is submitted via e-channel and the Bank has suspicions that the payment order might be issued by any other person than the Customer / e-channel user nominated by the Customer and / or security requirements of identification means are breached and / or security of hardware, software, telephone and other equipment of the Customer and / or e-channel user nominated by the Customer used to log in to the Internet Banking System is breached and / or other

features of a breach of the initiated transaction exist or if any other reasonable doubts whether the payment transaction initiated via e-channels is authorized by the Customer / e-channel user nominated by the Customer exit (hereinafter the 'suspicious transaction'), in such case the Bank shall be entitled to take any additional actions necessary for investigation of such suspicious transaction and/or to refuse to execute the suspicious transaction and, if necessary, to block use of payment instrument and / or customer identification and / or security instruments. Having identified any suspicious transaction, the Bank may contact the Customer by using the Customer's contact data specified for the Bank (by telephone or other agreed telecommunication instruments) and request to approve / reject the suspicious transaction that has been initiated. If the Customer / e-channel user nominated by the Customer is not available for the Bank at the specified contact details or after contacting the Customer / e-channel user nominated by the Customer, such Customer does not authorise the above-mentioned payment transaction. The Bank shall be entitled to refuse to execute such payment transaction as a non-authorized transaction. In any case after refusal to execute the transaction, as the non-authorized transaction, the Bank shall inform the Customer / e-channel user nominated by the Customer via the Internet Banking System about such non-execution and the reasons of non-execution no later than within one business day. The Customer / e-channel user nominated by the Customer shall be responsible for regular update of his / her / its contact details at the Bank. If the Bank fails to contact the Customer at the contact details specified by the Customer, the Customer shall be liable for all related consequences and the Bank shall not be liable for the above.

#### **7.4. Payment order receipt at the Bank:**

**7.4.1.** a payment order shall be deemed received at the Bank on the day of its receipt, if the payment order was received before the moment in time specified in the Fees and Charges. If the payment order was received at the Bank after the time specified in the Fees and Charges or on a non-banking day, it shall be deemed that the payment order was received at the Bank on the first banking day following the day of providing the payment order to the Bank, other than in case established under Item 7.5.1. of the Rules. The Bank shall be entitled to debit the amount of the payment order to the Customer's current account on the day of providing the payment order to the Bank;

**7.4.2.** at an agreement between the Customer initiating the payment order and the Bank the

execution of the payment order may commence on any specific day at the close of any specific period or, if the Customer is the payer, on the day the Customer provides funds to the Bank. In cases established under the present Item it shall be deemed that the payment order has been received at the Bank on such agreed date. If the agreed date is a non-banking day, the payment order shall be deemed received on the banking day immediately succeeding such agreed date;

**7.4.3.** if the Bank accepts the payer's payment order that does not contain the entire information required by the Bank (e. g., the beneficiary's name, the beneficiary's IBAN account number, etc.) and if, for the purpose of processing the information provided in the payment order and producing the final payment order, it attracts any third parties (e. g., accepts payments based on utilities bill books), the payer's payment order shall be deemed received, after third parties provide the Bank with the entire information required by the Bank that is necessary for the execution of the payment order;

**7.4.4.** the Bank shall accept payment orders, if they are in line with the terms and conditions for executing payment orders and other requirements of the Bank for formalising and submitting documents, with which the Customer shall be familiarised at the Bank's customer service branches;

**7.4.5.** the Bank shall accept directly provided payment orders only filled out using a printing device, and payment orders provided by natural persons – only filled out using a printing device or by hand in block print letters;

**7.4.6.** the Bank shall not accept and shall not execute the Customer's payment orders for executing transactions in the Customer's account, if the funds in the account are under attachment or the Customer's right to dispose of the funds has been otherwise encumbered, also, where transactions executed by the Bank are suspended in cases established by laws or any other legal acts of the Republic of Lithuania;

**7.4.7.** having declined the Customer's written payment order provided at the Bank's customer service branches, the Bank shall forthwith give the Customer a relevant notification, return the payment order to the Customer and shall indicate the reason for such return;

**7.4.8.** the Bank shall not be held liable for declining the Customer's orders that are contradictory to laws or any other legal acts of the Republic of Lithuania;

**7.4.9.** the Bank shall execute the Customer's payment orders pursuant to the procedure established

by laws of the Republic of Lithuania. The Bank shall not be held liable for declining payment orders, if the Customer, when providing payment orders to the Bank, failed to adhere to the order of priority established by laws for satisfying claims made against the Customer;

**7.4.10.** if in cases provided for by laws or any other legal acts of the Republic of Lithuania any third parties have provided payment orders or the agreement establishes the Bank's right to debit funds payable by the Customer to the Bank to the account or handle the Customer's account, the Bank shall execute the Customer's payment orders only after executing the orders given by such third parties and / or after debiting the amounts payable by the Customer to the Bank under agreements;

**7.4.11.** the provider of the payment order shall be responsible for the correctness of the data in the payment order provided to the Bank;

**7.4.12.** in case of a refunds based on the payment order due to reasons beyond the control of the Bank (imprecise payment order data, the beneficiary's account is closed, etc.), the refunded amount shall be credited to the Customer's account. The fees paid by the beneficiary for the execution of the payment order shall not be reimbursed, no accrued interest over the omitted maturity of execution of the payment order shall be paid, and costs and expenses related to returning of the funds shall be debited to the Customer's account;

## **7.5. Terms for providing payment services:**

**7.5.1.** in case of credit transfers are executed in the Litas within the Republic of Lithuania, the Bank does undertake to ensure that, upon receipt of the payment order, the payment transaction amount would be credited to the beneficiary's payment services provider's account on the same working day, if the payment order was received at the Bank on the same banking day before the hour specified in the Fees and Charges, which may not be earlier than 12.00 a. m. If the payment order is received after the hour specified in the Fees and Charges, which may not be earlier than 12.00 a. m., or on a non-banking day, the Bank does undertake to ensure that the payment transaction amount would be credited to the beneficiary's payment services provider's account no later than on the next banking day;

**7.5.2.** if the Customer is the payer, the Bank does undertake to ensure that upon receipt of the payment order, the payment transaction amount would be credited to the beneficiary's payment services provider's account no later than by the close of the next banking day. If the payment transaction is executed against provided hardcopy

payment order, the Bank does undertake to ensure that upon receipt of such payment order, the payment transaction amount would be credited to the beneficiary's payment services provider's account no later than within 2 (two) banking days. In the Fees and Charges the Bank may fix shorter periods in days for executing payment transactions. Said provisions shall apply to:

**7.5.2.1.** payment transactions executed in the Republic of Lithuania in the Litas and / or the Euro, other than in cases specified under Item 7.5.1.;

**7.5.2.2.** payment transactions in the Euro, in case of money transfer to or from other member states;

**7.5.2.3.** payment transactions that are executed exchanging currency from the Euro to the Litas or vice versa only once, and if money transfer is made to or from other member states, funds shall be transferred in the Euro;

**7.5.3.** if payment transactions are executed within the Republic of Lithuania or money transfers are made to or from other member states in currencies other than those of the Euro zone countries (except the Litas, where payment transactions are executed within the Republic of Lithuania) and the Customer is the payer, the Bank does undertake to ensure that upon receipt of a payment order the amount of the payment transaction would be credited to the beneficiary's payment services provider's account no later than within 4 (four) banking days. In its Fees and Charges the Bank may fix shorter periods in days for executing payment transactions;

**7.5.4.** if payment transactions are executed in foreign state currencies or in currencies of the member states and money transfer is made to or from foreign states, and the Customer is the payer, no periods in days shall be fixed for crediting the payment transaction to the beneficiary's payment services provider's account, except in cases specified in the Fees and Charges;

**7.5.5.** in the case established under Item 7.4.2. of the Payment Rules, if credit transfers are made in the Litas within the Republic of Lithuania, the Bank shall ensure that the amount of the payment transaction would be credited to the beneficiary's payment services provider's account on the day of execution of the payment order, and if the day of execution of the payment order is not a banking day – on the next banking day;

**7.5.6.** if the Customer is the beneficiary, the Bank shall ensure a possibility for the Customer to use the amount of the payment transaction in the current account immediately after such amount is credited to the Bank's account and after the

Bank has received the entire relevant information required for this purpose, provided the funds are received before the latest time for funds crediting specified in the Fees and Charges; if the Customer is the beneficiary and the Bank has enabled the Customer to use the funds of the payment transaction in advance even though the funds were not yet credited to the Bank's account, the Bank shall have the right to debit the funds credited the Customer's account and accrued interest, if the funds of such payment transaction were not credited to the Bank's account on the following banking day. If funds in the Customer's account are insufficient for debiting the amount credited, the Customer does undertake at the Bank's request to forthwith refund the amount credited and the amount of interest accrued by the Bank;

**7.5.7.** if the Customer is the beneficiary, the Bank does undertake to ensure that the payment order initiated by the Customer or via the Customer would be transferred to the beneficiary's payment services provider within a period agreed by the Customer and the Bank. The payment order to execute a direct debit shall be transferred within an agreed period of time in order to enable execution of a relevant payment on agreed date;

**7.5.8.** if cash is deposited to the Customer's current account in the current account currency, the Bank shall ensure a possibility to dispose of the received funds no later than on the next banking day. If the Customer is the user, the Bank shall ensure a possibility to dispose of the funds immediately upon receipt of such funds;

**7.5.9.** the period for providing any other payment services shall be established under Service Agreements, the Fees and Charges or any other documents (e. g., requests, applications or forms);

**7.6.** Service Agreements may establish a maximum limit for payment transactions executed using the payment tool;

**7.7.** The Bank credits funds to the account in the payment currency. A detailed list of payment currencies is available via the Internet at [www.seb.lt](http://www.seb.lt).

## **8. Information provided to the user of payment services**

**8.1.** Information on one-off transactions executed under the Framework Agreement:

**8.1.1.** the Bank must, before the start of the one-off payment transaction initiated by the Customer (beneficiary) under the Framework Agreement, at the Customer's request provide the Customer with information on the longest term (fixed under Item 7. of the Payment Rules) for executing such payment transaction, on payable commission fee

and on the split of the commission fee amount (specified in the Fees and Charges). Said information shall also be available for the Customer at the Bank's branch and the Bank's Website;

**8.1.2.** the Bank shall in the statement of account indicate the following information on payment transactions:

- payment transaction amounts debited to the Customer's current account;
- information based on which the Customer can identify each payment transaction and information related to the beneficiary;
- payment transaction amount in the currency in which the amount is debited to the current account or in the currency indicated in the payment order;
- amount of the commission fee for the payment transaction and the way the commission fee amount is split or interest payable by the Customer for such payment transaction;
- currency exchange rate applied by the Bank and the amount of the payment transaction after currency exchange, if the payment transaction involved currency exchange;
- date of the current account debiting;

**8.1.2.1.** amounts of each payment transaction credited to the Customer's current account:

- information based on which the Customer (beneficiary) can identify each payment transaction and the payer, also, payment order data sent alongside with the payment transaction;
- amount of the payment transaction in the currency in which the amount is credited to the Customer's current account;
- amount of the commission fee for the payment transaction and the way the commission fee amount is split or interest payable by the beneficiary for such payment transaction;
- currency exchange rate applied by the Bank and the amount of the payment transaction before currency exchange, if the payment transaction involved currency exchange;
- date of crediting;

**8.1.3.** the Customer may get the statement of account in the following ways:

**8.1.3.1.** upon appearing at the Bank's branch directly from the Bank officer;

**8.1.3.2.** if the Customer is user of the Bank's Internet banking services system, he / she may print the statement of account out himself / herself based on a relevant Service Agreement using the means provided under such Agreement;

**8.1.3.3.** sent by the Bank by mail or in any other agreed manner under a relevant agreement by and between the Customer and the Bank and / or at the Customer's request;

**8.1.4.** if the Customer is the user, he / she is entitled to get the statement of account free of charge containing information specified under Item 8.1.2. on transactions executed in the current account in the following manner:

**8.1.4.1.** if the Customer is user of the Bank's Internet banking services system, he / she may print the statement of account out himself / herself based on a relevant Service Agreement using the means provided under such agreement. Statements of account are provided in this manner free of charge, irrespective of the frequency of providing them. The Bank shall be entitled to establish the period for which information on the transactions executed is provided in the statement of account in this manner, in any event, however, the Customer shall have the right to get, in this manner, a free-of-charge statement of account, which at the Customer's discretion contains information on transactions executed in the current account within no more than a 30 (thirty) calendar days' period before the Customer's request or within the preceding calendar month;

**8.1.4.2.** the Customer shall have the right, upon appearing at the Bank, to obtain, once a month, from the Bank's officer a free-of-charge statement of account, which at the Customer's discretion contains information on transactions executed in the current account within no more than a 30 (thirty) calendar days' period before the Customer's request or within the preceding calendar month;

**8.1.5.** for providing statements of account to the Customer who is not the user, also, for any additional information, other than that specified under Item 8.1.2. of the present Rules, provided at the user's request for more frequent providing of statements of account or for their providing in any other manner or by any other means that those specified under Item 8.1.4., the Customer must pay a commission fee in an amount specified in the Fees and Charges;

**8.2.** Information on one-off payment transactions:

**8.2.1.** if a payment order for a one-off payment transaction is provided using payment instruments established under the Framework Agreement, the Bank shall have no obligation to provide relevant information or enable familiarisation with the information that has already been provided to the payment services user based on the Framework Agreement concluded with any other payment services provider or that will be provided thereto under such Framework Agreement;

**8.2.2.** terms and conditions for executing one-off payment transactions:

**8.2.2.1.** for the purpose of due execution of a payment order the Customer must indicate to the Bank the unique identifier and / or any other information requested by the Bank (if applicable);

**8.2.2.2.** the longest term for executing the payment service shall be specified under Item 7. of the present Rules;

**8.2.2.3.** the commission fee payable by the Customer and the way in which the amount of commission fee is split shall be specified in the Fees and Charges;

**8.2.2.4.** if the payment transaction involves currency exchange, the base currency exchange rate shall be applied;

**8.2.2.5.** in case of one-off payment transactions, the provisions of Item 7. of the Payment Rules shall apply;

**8.2.3.** having received a payment order for a one-off payment transaction, the Bank shall forthwith enable the Customer (payer) to familiarise, in a reasonable manner, with the following:

**8.2.3.1.** information based on which the Customer identifies the payment transaction and information related to the beneficiary;

**8.2.3.2.** amount of the payment transaction in the currencies indicated in the payment order;

**8.2.3.3.** amount of the commission fee paid by the Customer for the payment transaction and the way in which the amount of the commission fee is split – this information shall be specified in the Fees and Charges;

**8.2.3.4.** base currency exchange rate and the payment transaction amount after currency exchange, if the payment transaction involved currency exchange;

**8.2.3.5.** date of the receipt of the payment order;

**8.2.4.** at the Customer's request, the Bank shall provide the information specified under Item 8.2.3. in writing.

## **9. Duties of payment services users in relation to payment tools**

9.1. The Customer entitled to use the payment tool shall have the following duties:

9.1.1. when using the payment tool, to follow rules regulating the issuance and use of the payment tool;

9.1.2. having found out about any loss, theft, illegal acquisition of the payment tool or about its unauthorised use, also, about facts or suspicions that personalised security features of his / her payment tool have become known to or may be available to any third parties, to forthwith give the Bank a re-

levant notification or the entity indicated thereby, observing the rules regulating the issuance and use of the payment tool;

9.2. Having been issued the payment tool, the Customer must take actions to protect the individual security features of the payment tool.

## **10. Rules of communication between the payment services provider and the payment services user**

The rules of communication between the payment services provider and the payment services user shall be established in the General Rules.

### **11. Security and rectifying measures**

**11.1.** The Customer must forthwith notify the Bank in writing or in any other manner of his / her payment tool theft or loss;

**11.2.** The Customer entitled to use the payment tool must adhere to the terms and conditions specified under Item 9.1. of the present Rules;

**11.3.** Having been issued the payment tool, the Customer must adhere to the terms and conditions established under Item 9.2. of the present Rules;

**11.4.** The Bank shall have the right to block the current account (to suspend payment transactions in the current account, in full or in part) and / or the payment tool (to prohibit using it, in full or in part):

- due to any objective reasons related to funds in the current account and / or to the security of the payment tool;
- due to suspected illegal or unfair use of funds in the current account or of the payment tool or due to highly increased risk related to the Customer's potential inability to duly meet his / her / its payment obligation (also when using the payment tool and credit line or the credit limit in the account);
- if the Customer fails to observe the Agreement or any other agreements concluded with the Bank;
- if the Bank has reasonable suspicion that any third parties may potentially illegally use the funds in the current account and / or the payment tool;
- if the Bank has reasonable suspicion that the current account and / or payment tool may potentially be used or has been used for criminal activities;
- if the Bank obtains reasonable information about the Customer's death;
- if the Bank is provided with controversial information about persons empowered to represent the Customer;
- in cases stipulated by laws or any other legal acts of the Republic of Lithuania or in cases established under the Agreement;

**11.5.** The current account and / or the payment tool shall be blocked at the Customer's initiative, if the

Customer submits a relevant request to the Bank or informs the Bank in a manner established under the Agreement that the payment tool issued to the Customer has been stolen or lost in any other way and funds in the current account and / or the payment tool are used or may be used in any other illegal manner. The Bank shall have the right to demand that the Customer's request provided verbally to block the current account and / or the payment tool would be subsequently confirmed in writing or in any other way acceptable to the Bank. If the current account and / or payment tool was blocked at the Customer's initiative, the Bank may cancel the blocking only upon receipt of the Customer's request in writing, unless otherwise established under the Agreement. The Bank shall have the right to replace the blocked payment tool with a new one;

- 11.6.** In the above cases the Bank shall notify the Customer, in a manner established under the Agreement, of blocking the current account and / or the payment tool and reasons for such blocking, if possible, before blocking the current account and / or the payment tool and no later than forthwith upon its blocking, except in cases when providing of such information would impair the security measures or would be prohibited under any other legal acts;
- 11.7.** The Bank shall unblock the current account and / or the payment tool (or replace it with a new payment tool) when reasons for blocking the current account and / or the payment tool cease to exist;
- 11.8.** The Bank shall not be liable for the Customer's losses, sustained due to blocking the current account and / or the payment tool, if they were blocked pursuant to the procedure established under the Framework Agreement;
- 11.9.** Payment transaction shall be deemed authorised (approved) only after the Customer has given his / her / its consent to execute it. The form and procedure for such consent shall be established in the Agreement. The Customer may authorise the payment transaction either before or after its execution, if the Customer and the Bank have so agreed. If the above-referred consent is not available, it shall be deemed that the payment transaction has not been authorised;
- 11.10.** The Customer may anytime before the time indicated under Items 7.3.3.–7.3.6. after which the payment transaction cannot be cancelled (moment of irrevocability) cancel his / her / its consent to execute the payment transaction; consent to execute several payment transactions may also be cancelled, in which case all further payment transactions shall be deemed unauthorised;

- 11.11.** If the Customer is the user and denies having authorised a payment transaction that has been executed or maintains that the payment transaction has been improperly executed, the Bank shall have the duty to prove that authenticity of the payment transaction was confirmed, that it was duly registered and no technical or any other hindrances had any impact on it;
- 11.12.** If the Customer is the user and denies having authorised any payment transaction that has been executed, the Bank's registered use of the payment tool shall not necessarily constitute sufficient evidence that the Customer has authorised the payment transaction, has acted unfairly, has intentionally or through gross negligence failed to fulfil one or several duties established under Items 11.2. and 11.3. If the Customer is not the user, the use of the Bank's registered payment tool shall constitute sufficient evidence that the Customer has authorised the payment transaction;
- 11.13.** If the Customer is the user, the losses resulting from any unauthorised transaction in an amount of EUR 150 equivalent in the Litass shall be covered by the Customer, if the losses result from:
- use of lost or stolen payment tool;
  - illegal acquisition of the payment tool, if the Customer failed to protect the personalised security features;
- 11.14.** If the Customer is not the user, any and all losses that are incurred due to the above-indicated reasons shall be covered by the Customer;
- 11.15.** Any and all losses that are incurred due to unauthorised payment transactions shall be covered by the Customer, if the Customer has sustained them through his / her / its unfair actions, having failed to fulfil one or several duties established under Items 11.2. and 11.3. through gross negligence or intent;
- 11.16.** After the Customer gives the notification indicated under Item 11.5. to the Bank, the Customer's losses that have been sustained due to loss, theft or illegal acquisition of the payment tool shall be covered by the Bank, except if the Customer has acted unfairly;
- 11.17.** If the Bank does not create conditions to anytime notify about loss, theft or illegal acquisition of the payment tool, the losses incurred due to unauthorised use of the payment tool shall be covered by the Bank, except if the Customer has acted unfairly;
- 11.18.** The Customer must no less than once a month check information on payment transactions in the current account. The circumstance that the Customer did not request the statement of account to be

sent thereto shall not dismiss the Customer from fulfilling said obligation;

- 11.19.** The Customer must notify the Bank of any unauthorised or unduly executed payment transactions, also, of any other error, discrepancy or inaccuracy in the statement of account. Such notification must be given forthwith, however, no later than within 60 (sixty) calendar days as of the day when the Bank, in the Customer's opinion, executed an unauthorised payment transaction or unduly executed the payment transaction;
- 11.20.** If the Customer is the user, he / she must forthwith notify the Bank in writing about any unauthorised payment transaction or undue debiting of funds to the current account, however, no later than within 13 (thirteen) months as of the day of such debiting to the current account. If the Customer is not the user, the Customer must give the notification indicated under the present Item to the Bank within a term indicated under Item 11.19.;
- 11.21.** If the Customer fails to give any notification at the time indicated under Items 11.19. and 11.20., it shall be deemed that the Customer has unconditionally agreed with the payment transactions executed in the current account;
- 11.22.** The terms specified under Items 11.19. and 11.20. of the Payment Rules shall not apply, if the Bank has not provided information to the Customer on an unauthorised or unduly executed payment transaction or has not created conditions for familiarisation with it;
- 11.23.** Having received the Customer's notification within the period indicated under Items 11.19. and 11.20. and having found that the payment transaction has not been authorised by the Customer, the Bank shall forthwith refund to the Customer the amount of such unauthorised payment transaction and shall restore the balance of the account to which said amount was debited that would exist if the payment transaction had not been executed, other than in cases specified under Items 11.13.–11.15., where liability for any unauthorised payment transaction rests with the Customer;
- 11.24.** If the Customer giving the payment order indicates the unique identifier, such payment order shall be deemed duly executed, if it has been executed according to the indicated unique identifier. When crediting funds to the current account or debiting them according to the unique identifier indicated in the payment order received by the Bank, the Bank shall have the right to refrain from checking whether such unique identifier corresponds to the name and surname / name of the current account owner. If the unique identifier indicated by the Customer is erroneous, the Bank shall not be liable under Item 11.25. for non-execution of a payment transaction or undue execution, however, it must seek to recover the funds of the payment transaction;
- 11.25.** If besides indicating the unique identifier the Customer also provides additional information, the Bank shall be liable only for the execution of the payment transaction according to the unique identifier indicated by the Customer;
- 11.26.** If the Customer (payer) has initiated the payment transaction, the Bank shall be liable for due execution of the payment transaction. If the Bank can prove to the Customer (payer) and in certain cases to the beneficiary's payment services provider that the payment services provider has received the amount of the payment transaction, the beneficiary's payment services provider shall be liable against the beneficiary for due execution of the payment transaction;
- 11.27.** If liability as per Item 11.26. arises to the Bank as the payer's payment services provider, the Bank shall forthwith refund to the Customer (payer) the amount of unduly executed payment transaction or shall restore the balance of the current account to which such amount was debited that would exist if the unduly executed payment transaction had not been executed;
- 11.28.** If liability under Item 11.26. arises to the Bank as the beneficiary's payment services provider, the Bank shall forthwith credit the amount of the payment transaction to the Customer's (beneficiary's) current account and / or shall enable the Customer (beneficiary) to dispose of it;
- 11.29.** In case of delayed execution of the payment transaction, the Bank shall at the Customer's request pay to the Customer default interest of 0.02 per cent per each day of delay;
- 11.30.** The Bank shall not be liable for the Customer's sustained additional costs or incurred indirect losses (non-received income, profit, etc.) in connection with the non-executed or unduly executed payment transaction;
- 11.31.** In case the Customer (payer) initiates a payment transaction and no payment transaction is executed or is unduly executed, the Bank as the payer's payment services provider must forthwith in any event at the Customer's (payer's) request take actions to find out the reasons and notify the Customer (payer) about the results of the search;
- 11.32.** If the payment order is initiated by the Customer (beneficiary) or via the Customer (beneficiary), the Bank, as the beneficiary's payment services provider, shall forthwith transfer the payment or-

der to the beneficiary's payment services provider. The Bank as the beneficiary's payment services provider shall be liable against the Customer (beneficiary) for due transfer of the payment order to the payer's payment services provider;

- 11.33.** If the payment transaction, for which the beneficiary's payment services provider is not liable under Item 11.32., is not executed, the Bank – the payer's payment services provider – shall be liable against the Customer (payer) and shall forthwith refund to the Customer (payer) the amount of the non-executed payment transaction or shall restore the balance of the account to which the amount was debited;
- 11.34.** If the payment order is initiated by the Customer (beneficiary) or via the Customer (beneficiary) and the transaction is not executed or is unduly executed, the Bank as the beneficiary's bank must forthwith in any event at the Customer's (beneficiary's) request take actions to find out the reasons and notify the Customer (beneficiary) about the results of the search;
- 11.35.** The Bank shall be liable against the Customer for the commission fees and interest of the Customer due to non-execution or undue execution of the payment transaction through the Bank's fault;
- 11.36.** The Bank's and the Customer's liability shall not apply in case of any extraordinary or unforeseen circumstances that were beyond the control of the person requesting to take such circumstances into account and consequences whereof would be inevitable irrespective of every effort to avoid them, or where this is established by legal acts regulating the Bank's activities;
- 11.37.** The Customer (payer) shall have the right to recover from the Bank the entire amount of the payment transaction initiated by the beneficiary or via the beneficiary and already executed, if both of the following conditions are met:
- 11.37.1.** the payment transaction was authorised without indicating the precise amount of the payment transaction;
- 11.37.2.** the payment transaction amount is higher than the amount which the Customer (payer) could have reasonably expected taking into consideration his / her previous costs, agreement terms and conditions as well as any other circumstances, other than those related to currency exchange when the payment transaction involved currency at the rate agreed on by the Customer (payer) and the Bank. If the Customer (payer) gives its consent to execute payment transactions initiated by the beneficiary or via the beneficiary indicating the limit for such transactions (for a one-off transaction or transactions executed

within a certain period of time), it shall be deemed that the Customer could have reasonably expected such an amount from said payment transactions. If the Customer is not the user, the provisions of the present Item shall not apply, and the Customer shall have no right to recover the above-mentioned payment transaction amount;

- 11.38.** At the Bank's request the Customer (payer) must provide data on the terms and conditions established under Items 11.37.1. and 11.37.2.;
- 11.39.** The Customer (payer) shall have no right to the refund of the amounts of the payment transactions initiated by the beneficiary or via the beneficiary according to Item 11.37., if the payer has given his / her consent to execute the payment transaction directly to his / her Bank, and the Bank or the beneficiary has provided, in an agreed manner, the Customer (payer) information on the future payment transaction or has enabled to familiarise with it no less than 4 (four) weeks before the envisaged date of execution of the payment transaction;
- 11.40.** The Customer (payer) shall have the right to request the Bank to refund the amount of the authorised payment transaction initiated by the beneficiary or via the beneficiary within 8 (eight) weeks since the day of the funds debiting to the current account;
- 11.41.** The Bank shall, upon receipt of the Customer's (user's) request to refund the amount of the payment transaction initiated by the beneficiary, within 10 (ten) working days refund the entire amount or shall indicate reasons for its refusal to refund it as well as the procedure for an appeal against such refusal. If a relevant request is submitted by the Customer who is not the user, the Bank shall, having received the Customer's request to refund the amount of the payment transaction, within 30 (thirty) working days refund the entire amount or shall indicate reasons for its refusal to refund it;
- 11.42.** Where the Bank in cases and pursuant to the procedure established under Items 11.37.–11.41. refunds to the payer the amount of the payment transaction, the beneficiary (the Customer) of such payment transaction amount must forthwith refund the amount of said payment transaction transferred to his / her / its current account to the Bank and agrees that the Bank would, pursuant to the procedure established under Items 6.3. and 6.6. of the present Rules, debit such payment transaction amount to his / her / its accounts with the Bank;
- 11.43.** The Bank shall have the right to debit to the Customer's account any erroneously credited

amounts. If funds in the Customer's account are insufficient for debiting the erroneously credited amounts, the Customer does unconditionally undertake within 3 (three) calendar days as of the day of the Bank's request to refund to the Bank such erroneously credited amounts.

## **12. Amendments to the agreements**

**12.1.** The Bank shall be entitled to unilaterally amend the General Rules (which constitute an integral part of the Framework Agreement) upon giving the Customer a relevant notification pursuant to the procedure and within the period established under Chapter 9 of said Rules. If the Customer disagrees with the amendments, the Customer shall have the right to forthwith and without paying any commission to terminate the Framework Agreement before the day on which the amendments will take effect; the Customer must submit its written request to the Bank for the termination of the Framework Agreement;

**12.2.** If the Customer does not avail of the right to terminate the Framework Agreement before the effective date of the amendments, it shall be deemed that the Customer agrees with the amendments made;

**12.3.** The One-off Payment Agreement may be amended or terminated at the Bank's or at the Customer's initiative at the Customer's written request submitted to the Bank no later than before the day of accepting the payment order at the Bank;

**12.4.** Any other agreements on providing payment services may be amended pursuant to the procedures established therein.

## **13. Effective term and expiry of agreements**

**13.1.** The Framework Agreement shall continue in effect without any fixed period of time, unless otherwise established under the bank account agreement or under the credit card agreement;

**13.2.** The One-off Payment Agreement shall continue in effect until the day of execution of the payment transaction specified therein;

**13.3.** Any other agreements on payment services shall continue in effect for a period indicated therein;

**13.4.** The Customer shall have the right to terminate the Framework Agreement upon giving the Bank a relevant no less than 30 (thirty) days' notification;

**13.5.** If the Customer terminates the Framework Agreement concluded for more than a 12 (twelve) months' period or for an unlimited period of time after a 12 (twelve) months' period since the day of entering into the Framework Agreement, the Customer shall pay no commission fee. In all other cases the Customer shall pay to the Bank the

commission fee specified in the Fees and Charges for termination of the Framework Agreement;

**13.6.** The Bank may terminate the Framework Agreement concluded for an unlimited period of time upon giving a relevant notification no less than 60 (sixty) calendar days before the date of termination of the Framework Agreement, unless otherwise established by laws or any other legal acts of the Republic of Lithuania;

**13.7.** The commission fee regularly charged for payment transactions shall be paid by the Customer proportionately until the day of termination of the Framework Agreement. If the commission fee was paid in advance, it shall be proportionately refunded;

**13.8.** Payment transactions initiated under the Agreement before the day of expiry of the Agreement, shall be finalised abiding by the provisions of the Agreement that were effective before the termination of the Agreement, unless the Bank and the Customer have agreed otherwise;

**13.9.** In cases established by law the Bank shall have the right to forthwith terminate the Agreement or reject execution of the payment transaction;

**13.10.** The Bank shall have the right, in case of any significant reasons, to forthwith terminate the Agreement. Significant reasons may be as follows:

**13.10.1.** at the time of concluding the Agreement or when performing under it, the Customer provides the Bank with incorrect and / or incomplete information or totally refuses to provide the Bank with the Bank's required information, if such information is of material importance to the Bank;

**13.10.2.** the Customer does not provide the Bank with information on changes in the information contained in the Agreements and / or in any other documents provided to the Bank, if such information is of material importance to the Bank;

**13.10.3.** the Customer fails to provide data on his / her / its financial standing at the Bank's request, if such data are necessary for the Bank for taking a decision on loan issuance or on providing any other services;

**13.10.4.** the Customer fails to notify the Bank about circumstances that have occurred which may have an adverse effect on due fulfilment of the Customer's obligations against the Bank;

**13.10.5.** the Bank has reasonable suspicion that the Customer is related to money laundering or any other criminal activities;

**13.10.6.** the Bank has substantiated knowledge that the Customer is not trustworthy;

- 13.10.7.** the Customer avoids or refuses to provide, at the Bank's request and within the indicated period of time, information on the origin of financial resources or property, or any other additional information;
- 13.11.** The Bank shall have the right, having thoroughly assessed all the circumstances known thereto, to unilaterally terminate the Agreement also due to important reasons other than those indicated under Item 13. In such event, the Bank shall forthwith notify the Customer about the termination of the Agreement;
- 13.12.** At the Bank's demand the Framework Agreement may be terminated, if over more than a year's period no transactions were executed in the Customer's account;
- 13.13.** In case of termination of the bank account agreement, the balance of funds in the Customer's

account shall be disbursed in cash to the Customer or at his / her / its instruction shall be transferred to any other account no later than within 5 (five) calendar days since the day of submitting the Customer's written request to terminate the bank account agreement. If the Customer has not given any instruction to transfer funds to any other account, the Bank shall transfer the funds to the Bank's internal account and close the Customer's bank account;

- 13.14.** The Customer's funds in the Bank's internal account shall be disbursed only when the Customer appears at the Bank in person and submits his / her / its relevant written request.

#### **14. Settlement of disputes procedure**

The procedure for settlement of disputes between the Bank and the Customer shall be established in Chapter 11 of the General Rules.

# Annex 2 to the General Service Rules of SEB Bank

## Payment Card Issuance and Use Rules

### **1. Introduction**

- 1.1.** Payment Card Issuance and Use Rules (hereinafter the 'Payment Card Rules') drawn up according to legal acts of both the Republic of Lithuania and the European Union regulating payment services and payment by payment cards as well as according to the rules of Visa Europe and MasterCard International associations;
- 1.2.** The Payment Card Rules shall be an integral part of the general Service Rules, therefore, they must be interpreted and construed together, taking relevant context into account. The Payment Card Rules shall regulate the procedure for payment cards issuance, use and payment by them;
- 1.3.** A customer's bank account to which a debit card account is linked or the customer's credit card account shall be managed and payment services shall be provided according to Payment Services and Bank Account Handling Rules (The General Rules, Annex 1).

### **2. Definitions**

- 2.1. debit card** means a payment card linked to the Bank account and which is a means for managing the Customer funds in the Bank account;
- 2.2. debit card agreement** means an agreement executed with the Customer which defines requirements for using a debit card (plastic);
- 2.3. credit card** means a payment card linked to the credit card account which is a means for managing the Bank credit limit issued in the credit card account;
- 2.4. credit limit** means a credit limit issued by the Bank at certain maturity to the Customer, which the latter may draw down according to the terms and conditions established under a relevant agreement;
- 2.5. credit card agreement** means an agreement executed with the Customer which defines the requirements for the use of the credit card (plastic), for the drawdown of the limit funds in the credit card account;
- 2.6. cardholder** means a natural person whose

data are embossed in the card and whom the Customer grants the right to execute payment transactions from the account, withdraw cash at the Bank's sub-branches or at ATMs, deposit cash at the Bank's ATMs, pay for goods and services at merchants. The cardholder and the Customer may be one and the same person or different persons;

- 2.7. card agreement** means a relevant card type agreement which defines the specificity of the use of that particular type of card (debit card agreement, credit card agreement or additional credit card agreement);
- 2.8. fees and charges** means the Bank's approved Payment Card Fees and Charges (booklet 'Payment Card Fees and Charges'), which establishes payment card fees and charges. The fees and charges are announced at [www.seb.lt](http://www.seb.lt) and are available at the Bank's sub-branches;
- 2.9. day of funds debiting to the account** it is the day when the Bank debits funds to the Customer's payment account;
- 2.10. payment transaction day** means the day on which the payer initiates transactions executed by payment card;
- 2.11. payment card (hereinafter the ,card')** means the Bank's issued electronic payment instruments which is the Bank's property. The card may be used only by the person whose name and surname are embossed in the card and which bears that person's signature. The card bears the cardholder's and legal person's embossed data (if the owner of a relevant payment account is a legal person);
- 2.12. transaction data processing day** means the day on which Visa or MasterCard associations exchange the currency of the payment transaction with the currency of the payment account. This day may be different from the day of execution of the payment transaction;
- 2.13. additional credit card agreement** means an agreement executed with the Customer, who has been indicated by the main cardholder, which agreement defines the requirements for the use of the additional credit card (plastic);
- 2.14. account** means the Customer's Bank account to which the debit card(s) is (are) linked or the Customer's credit card account which may have the Bank's issued credit limit;

Other terms used in the text of the Payment Card Rules shall be construed as they are defined in the General Rules.

- 2.15. account linked to a valid payment card** means such account that may be used to execute payment transactions by the above card.

### 3. Card use

- 3.1.** In consideration for the Bank's executed payment transactions and / or for the services related to such services the Customer shall pay to the Bank a set amount commission fee;
- 3.2.** The Bank shall credit funds to the Customer's account, to which the debit card is linked, in the payment currency irrespective of the currency in which the card account is managed, however, when paying by card the Customer may use only the currency in which the card account is managed. If the Customer, when paying by card, is willing to use the currency credited to the account other than that in which the card account is managed, he / she must convert it into the currency in which the account is managed. At an ATM the Customer may see the balance only in the currency in which the account is managed;
- 3.3.** For card issuance and use the Customer must pay charges according to the established fees and charges;
- 3.4.** The Bank shall have the right to apply individual cash withdrawal or any other charges to the Customer, if the Customer's employer and the Bank have executed an agreement on transfer of salary to the Bank account linked to a debit card or if a legal person transfers funds (pension, scholarship or any other funds) to the Customer's account under an agreement between the legal person and the Bank on funds transfer, if the Customer has not provided to the Bank its written request to apply standard cash withdrawal or any other charges;
- 3.5.** The cards offered by the Bank may be used for:
- 3.5.1.** payment in consideration for goods and / or services in Lithuania and abroad at points of service marked with Visa and / or MasterCard labels;
- 3.5.2.** payment in consideration for goods and / or services via the Internet by any card issued by the Bank;
- 3.5.3.** cash withdrawal in Lithuania or abroad at ATMs marked with Visa and / or MasterCard labels;
- 3.5.4.** cash withdrawal in Lithuania and abroad at banks and their units that are members of Visa Europe and / or MasterCard International associations;
- 3.5.5.** cash depositing at the Bank's ATMs equipped with cash-acceptance function to the Bank account opened in one's own name with the Bank, which account is linked to the debit card, or to the credit card account. The Customer may deposit cash at the Bank's ATMs to his / her other account opened with the Bank only after submitting a relevant separate request;

- 3.5.6.** money transfer within the Bank and its sub-branches between accounts opened with the Bank or with any other banks;
- 3.6.** When issuing the card to the Customer, the Bank shall issue a PIN number that is known only to the Customer, which the Customer may use for cash withdrawal at ATMs 24 hours a day. If the Customer is issued a chip card (a card with a microprocessor containing certain specific identification data), the Customer may, using the PIN number, withdraw cash at ATMs or pay for goods and / or services 24 hours a day in Lithuania or abroad at points of sale equipped with a chip card terminal. The PIN number issued to the Customer is not known to the Bank. At the Customer's request the Bank may, at a set fee, issue a new PIN number at the same time issuing a new card. The PIN code issued to Customer may be changed by the Customer, free of charge, at any ATM of the Bank in Lithuania;
- 3.7.** When collecting the card issued by the Bank, the Customer must sign on it in a designated space in the same signature he / she signs the card agreement, a request to issue a payment card or will in future sign any and all documents evidencing execution of transactions by card;
- 3.8.** When paying by card at merchants or when withdrawing cash at banks in Lithuania or abroad, the Customer shall confirm the correctness of executed transactions by his / her signature or by PIN code, if the Customer pays by chip card at points of sale equipped with a chip card POS terminal. In cases established by Visa Europe and MasterCard International associations, it is possible to pay by card or withdraw cash using a card without checking the cardholder's solvency, i. e. without checking the balance of the account;
- 3.9.** A card transaction shall be considered authorised, if the cardholder:
- confirms the transaction by entering the card PIN number;
  - signs on a transaction receipt (a document evidencing a transaction by card) issued at a point of sale / service;
  - provides the card data and / or his / her own data to the merchant/service provider that meets the requirements of Visa and MasterCard associations (for hotels, rental companies, Internet sites, etc. that may service the cardholders without requesting the card itself);
  - confirms the transaction by entering the one-time security code received by the means of SMS message or by e-mail, if the merchant is a participant of programmes "Verified by Visa" or "MasterCard SecureCode"; the card is the Bank's property and may be used only by the person

whose name and surname appear on the card and the latter bears the signature of such person;

- 3.10.** A new card issued to the Customer shall be inactivated, i. e. the Customer cannot withdraw cash at ATMs by the Bank's produced card or pay at merchants before expressing his / her request to activate the card. If the card was blocked due to overdue credit repayment and the cardholder covered the debt later than within 31 calendar days since the day of debt, the card must be activated. The Customer may activate the card at any ATM by entering the correct PIN number, by turning to any customer service unit or via the Bank's Internet services system. The card may be used any time round the clock until expiry of its validity, i. e. until the year indicated on the card and until 24 o'clock of the last day of the month indicated on the card;
- 3.11.** Anytime round the clock, the Customer may find out the balance of his / her account at the Bank's ATMs, via the Bank's Internet banking system, by phone or mobile phone, provided a relevant agreement has been executed;
- 3.12.** At points of sale marked with Visa and / or MasterCard labels only the cards that belong to Visa Europe association may be used, at points of sale marked with MasterCard label only the cards that belong to MasterCard International association may be used.

## 4. Card transactions

**4.1.** The cardholder (the Customer) must:

- 4.1.1.** provide his / her card to a merchant's salesperson when paying at a merchant and, having executed a relevant transaction, sign the document evidencing the transaction by card or enter his / her PIN number, if the cardholder pays by chip card at a point of sale equipped with a chip card terminal;
- 4.1.2.** if possible, demand that the card information would be read in the cardholder's presence;
- 4.1.3.** provide a personal identity document, if when paying at a merchant or withdrawing cash at customer service units it is so required by the merchant's or the Bank's salesperson;
- 4.1.4.** before signing the document evidencing the card transaction, carefully check its records. Signature or PIN number entered, if the Customer pays by chip card at a point of sale equipped with a chip card terminal, shall confirm the cardholder's obligation to pay from funds in the account in consideration for goods and services against such document. The cardholder must keep the document evidencing the transaction by card until the Customer receives from the Bank a reporting-period (monthly) statement (hereinafter the

„statement“). If the statement contains no record of the executed transaction, the Customer must keep the document evidencing the transaction by card until he / she receives from the Bank the next-month statement indicating said transaction;

**4.1.5.** sign the document evidencing the transaction by card in the same signature he / she has signed the card agreement, on the card and in the request to be issued a payment card. The Customer's signing the card agreement, on the card and the request to be issued a payment card and the document evidencing a transaction by card in different signatures shall be deemed to be gross negligence and violation of the terms and conditions for the use of the card (if the cardholder changes, according to the procedure established by laws, his / her name and / or surname, he / she shall provide the Bank with documents established by laws and fills out the Bank's standard-format request);

**4.1.6.** when withdrawing cash at ATMs / depositing cash at ATMs, insert the card into the ATM at the indicated slot and in the indicated direction, and follow the instructions shown on the screen of the ATM;

**4.1.7.** consider that the transaction which involved payment by card from the account has been executed, if the cardholder signed the document evidencing the transaction by card or indicated the card number when ordering goods or services by phone, mail or via the Internet (without producing the card itself), and has entered one-time security code received by the means of SMS message or by e-mail if the merchant is a participant of programmes "Verified by Visa" or "MasterCard SecureCode" or used the PIN number when withdrawing cash from an ATM / depositing cash at an ATM or when paying by chip card at points of sale equipped with a chip card terminal;

**4.1.8.** consider that the cardholder (the Customer), who has provided the service provider with the card data via the Internet and after entering one-time security code received by the means of SMS message or by e-mail if the merchant is a participant of programmes "Verified by Visa" or "MasterCard SecureCode", has confirmed his / her obligation to pay in consideration for goods and services from funds in the account against the document evidencing the transaction by card. The cardholder (the Customer) must keep the confirmation received from the service provider via electronic means of the order of goods or services until the receipt of the statement;

**4.1.9.** when paying by card via the Internet, to indicate, at e-shop request, the card's CVV2 / CVC2 code, which the Customer may find out as follows:

**4.1.9.1.** on each card, other than Maestro and Visa Virtuo cards, the indicated CVV2 / CVC2 code is the last three digits printed on the signature strip of the card;

**4.1.9.2.** the Customer acquiring a Visa Virtuo card, the CVV2 code is printed on a separate sheet of paper that is handed in together with the card;

**4.1.9.3.** Maestro card holders must turn to the nearest unit of the Bank;

**4.1.10.** when paying by card via the Internet to online shops bearing such signs as "Verified by Visa" or "MasterCard SecureCode" shall enter one-time security code received by received by the means of SMS message or by e-mail;

**4.1.11.** ensure that when a transaction is executed involving payment by card from the account, the balance of funds (including the credit limit issued) in the account would be sufficient for the transaction.

**4.1.12.** ensure that the Bank is submitted a correct mobile phone number and e-mail address of the Customer to enable the Bank (or based on its instruction – any third person) to send one-time security codes for confirmation of the online transactions. The Customer understands that in case of his/her failure to submit a correct mobile phone number and/or e-mail address to the Bank, any possibility to make payments to online shops bearing such signs as "Verified by Visa" or "MasterCard SecureCode" *does not exist*.

**4.2.** The Bank must:

**4.2.1.** activate the card at the customer's request in one of the 3 ways indicated in Item 3.10. of Section 3;

**4.2.2.** when a transaction which involves payment by card from the account is executed, make reservation of a relevant amount in the account according to the rules set by Visa Europe and MasterCard International associations. In cases established by Visa Europe and MasterCard International associations, payment by card may be made or cash may be withdrawn without checking the cardholder's identity, i. e. without checking the balance of the account. In said cases, no reservation of a relevant amount is made in the account;

**4.2.3.** revoke the reservation of funds in the account, if it receives no notification about payment by card(s) within 15 (fifteen) calendar days as of the funds reservation day;

**4.2.4.** debit funds to the account, having received a relevant notification from a merchant on payment by card(s);

**4.2.5.** having received a notification about any

cash deposit at any of the Bank's ATM or a notification from a foreign bank about complementary cash depositing in the account, without a separate instruction from the Customer exchange the currency of the amount indicated in the notification with the currency of the account according to the Bank's established currency buying / selling rate established on that particular day and credit it to the account;

**4.2.6.** every month, no later than within 3 (three) working days, to produce to the Customer the previous reporting period (month) statement and provide it to the Customer, if over the reporting period the latter has executed at least a single transaction;

**4.2.7.** provide information about the account only to the Customer or to any other persons in cases and according to the procedure established by laws of the Republic of Lithuania or at the Customer's consent. Holder of an additional card is provided only with information on transactions executed by card issued in his / her name.

## **5. Automated currency exchange procedure when paying by card**

**5.1.** When paying by any Visa payment card, its account currency being the Litas:

**5.1.1.** payment currency within the European Economic Area (EEA) states (whose national currency is the Euro) shall be automatically exchanged based the Bank's established non cash selling rate effective on the day of the funds debiting to the payment account;

**5.1.2.** in non EEA states, the amount of payment (foreign currency) shall be exchanged with the Euro based on the settlement rate established by Visa, which rate is valid on the transaction data processing day, whereas the Euros shall be exchanged with the Litas based the Bank's established non cash selling rate effective on the day of the funds debiting to the account;

**5.2.** When paying by any Visa payment card, its account currency being the Euro or the US Dollar, at points of sale which use:

**5.2.1.** the Bank's owned payment card equipment, payment currency (the Litas) shall be automatically exchanged with the Euro or US Dollar, based on the Bank's established non cash selling rate effective on the day of the funds debiting to the account;

**5.2.2.** payment card equipment owned by other banks, payment currency shall be automatically exchanged with the Euro or the US Dollar, based on the exchange rate established by international organisation Visa ([www.visa.com](http://www.visa.com)) valid on the transaction data processing day;

**5.3.** When paying by any-type MasterCard payment card (MasterCard, Maestro), the currency in which the payment account is managed shall be automatically exchanged with the payment currency based on the exchange rate established by MasterCard ([www.mastercard.com](http://www.mastercard.com)) valid on the transaction data processing day;

**5.4.** The Bank shall debit funds to the Customer's account upon receiving relevant confirmation from the location where the transaction by card was executed. The day of funds debiting to the account may be different than the payment transaction day and / or the transaction data processing day.

## **6. Credit limit**

**6.1.** The Customer (natural person) may use the credit limit issued to him / her by the Bank over the card validity period and must repay it at the terms and conditions established under the card account agreement. The credit limit validity period for the Customer (legal person) shall be 1 (one) year. At the close of each year, the Bank shall review the limit issued and, having found no violations of the agreement terms and conditions and if the Customer default risk has not significantly increased, it shall automatically extend the credit limit validity for 1 (one) more year, in any way, however, no longer than until expiry of the card (renewed card) validity period. In such event, the Customer shall not be additionally informed about the extension of the credit limit validity. If the Customer has, within said 1 (one) year period, violated the agreement terms and conditions related to the credit limit issuance, and / or the Customer default risk has considerably increased, the Bank shall have the right, having revised the issued credit limit, to decrease or to cancel it, upon giving a relevant no less than 7 (seven) calendar days' prior written notification to the Customer (legal person);

**6.2.** The Bank shall calculate the interest established under the credit card agreement on the non-drawn-down credit limit as well as interest on the exceeded credit limit, considering that a year consists of 365 days, and a month consists of its actual number of days. Interest on the non drawn-down credit limit shall accrue starting from the day of the drawdown of the entire limit or any portion thereof until its repayment to a full extent. Interest on the exceeded credit limit shall accrue starting from the first day when the credit limit established under the credit card agreement was exceeded until the Customer repays to the Bank the amount which exceeds the credit limit;

**6.3.** The Bank shall have the right to decrease or cancel the issued credit limit (even though the credit limit is covered when due), if:

**6.3.1.** the Customer violates agreements executed with the Bank;

**6.3.2.** the Customer has not been using the issued credit limit for half a year period or longer.

## **7. Announcing the card invalid**

**7.1.** The card holder (the Customer) must:

**7.1.1.** having lost the card(s) or believing that any third persons have become aware of the PIN number or any illegal transactions are executed in the account, immediately give the Bank a relevant verbal notification, request to announce the card invalid, indicate his / her name and surname, personal identity number and residential as well as the statement receipt address. Verbal notifications are accepted 24 hours a day by phone in Vilnius at **(8 5) 268 2610, 212 5910 or 1528**. After verbal notification to the Bank, it shall be prohibited to use the card. Having found the card after a verbal notification to the Bank, the Customer must return it to the Bank. If in the Customer's opinion the card was stolen and / or illegal transactions are executed in its account, he / she must inform the police about it;

**7.1.2.** within 3 (three) working days as of the day of a verbal notification, fill out the Bank's set-format notification about the card loss, confirm in writing the fact of the card loss, the fact of submitting a request to announce the card invalid and state in writing the details of the circumstances of the card loss, the reasons for submitting his / her request for to announce the card invalid, specify the circumstances indicated by the Bank. The Customer's refusal or avoidance without any objective reasons to meet this obligation shall be deemed to be the Customer's avoidance to cooperate with the Bank in trying to find out the circumstances of the card loss, disclosure of the PIN number with the aim to conceal violation(s) of the terms and conditions of the use of the card. If the Customer is abroad and cannot within

3 (three) working days since the day of the verbal notification to fill out the set-format notification about the card loss, confirm in writing the fact of the card loss, the fact of submitting a request to announce the card invalid and state in writing the details of the circumstances of the card loss, the reasons for submitting his / her request for to announce the card invalid, specify the circumstances indicated by the Bank, he / she must print out the Bank's set-format notification available at the Internet site [www.seb.lt](http://www.seb.lt) about the card loss, fill it out, sign and within 3 (three) working days as of the day of the verbal notification send it to the Payment Cards Department of SEB Bank at the address: Gedimino pr. 12, LT-01103 Vilnius, Lithuania;

**7.1.3.** if in the Customer's opinion the card has been stolen and / or illegal transactions are executed in its account, and the Customer has failed to inform the police about it, it shall be deemed that the Customer has lost the card(s) or any illegal transactions are executed in its account through gross negligence of the Customer;

**7.2.** The Bank must:

**7.2.1.** based on the Customer's written or verbal notification about the card loss as well as on his / her request to announce the card invalid, announce the card invalid at a fee established in the fees and charges. If the Customer has several cards linked to the account, and one of such cards is lost, the Bank, having received a relevant notification, shall announce invalid only that particular card, and the Customer may use other cards without restrictions;

**7.2.2.** at the Customer's request given in writing or in any other analogous manner agreed on with the Bank, issue, instead of the lost card, a new card and indicate on it the validity period of the lost card.

## **8. Card block**

**8.1.** The Bank shall have the right:

**8.1.1.** unilaterally block the account (to suspend payment transactions in the account in full or in part) and / or the card (i. e. to prohibit using it in full or in part), terminate the agreement, close the account, debit the debt to any other accounts of the Customer with the Bank, and exchange the required amount according to the Bank's relevant currency buying / selling rate established on that particular day, if:

**8.1.1.1.** the Customer fails to cover the debt in the account, which debt occurred over the previous reporting period (month), within 30 (thirty) calendar days since the day on which the statement for that particular period was drafted, if according to the procedure established by the Bank no credit limit has been issued or if the Customer exceeded the credit limited issued by the Bank;

**8.1.1.2.** the Customer fails, at the terms and conditions established in the card agreement, to cover the drawn-down limit or any portion of it, if according to the procedure established by the Bank a credit limit has been issued to the Bank;

**8.1.1.3.** the Customer fails to observe the main terms and conditions of the agreement established under Item 13.10. of the General Rules;

**8.1.1.4.** there exist any other cases provided by laws of the Republic of Lithuania;

**8.1.2.** keep the account and / or the card blocked

and terminate the agreement, if the account has been blocked due to failure to cover the drawn-down credit limit when due, and the Customer, having covered the debt in the account is again willing to use the card further.

**8.1.3.** if the Customer making payments to online shops bearing such signs as "Verified by Visa" or "MasterCard SecureCode" for five times in a row enters a wrong one-time security code sent to the Client by the means of SMS message or e-mail, the Bank shall have a right to block such card ability to make payment transactions to online shops, bearing such signs as "Verified by Visa" or "MasterCard SecureCode".

## **9. Requirements for the use of Mano VISA card**

**9.1.** The Customer confirms that:

**9.1.1.** the use of the image he / she has provided and which is printed on Mano VISA cards(s) does not violate any third persons' rights (nor any copyright), and there exist no legal third-party claims to the provided image or to its any separate parts;

**9.1.2.** the portrait(s) of an individual(s) in the image is (are) used with the knowledge and consent of the owner of the portrait;

**9.2.** If any doubts transpire or arise in that the image is used illegally or in violation of the rights of any third persons, the Customer must, at the Bank's demand, no later than within 7 (seven) calendar days, return the card to the Bank, submit a new card and compensate the Bank or any other persons for its / their losses or any other damage sustained through illegal use of the image;

**9.3.** The Bank shall have the right, if it transpires that the image is used illegally and / or if the Customer fails to return the card to the Bank on time, to immediately block the card;

**9.4.** The Customer shall be responsible for the legality of the use of the provided image and he / she guarantees that the use of the image will not render any harm either to the Bank or to any third parties and shall not be in violation of an individual's privacy, copyright or any other rights;

**9.5.** The Customer undertakes, at the Bank's demand, to provide documents evidencing the Customer's right to use the card image;

**9.6.** The Bank shall have no obligation to check the legality of the use of the image.

## **10. Sending by post of new debit card issued to private Customers:**

**10.1.** only new debit cards issued to private Customers and renewed credit cards issued to private

and corporate Customers shall be sent by post at the address specified by the Customers. The new and renewed credit cards, new debit cards issued to corporate Customers or reissued cards shall not be sent to Customers by post;

**10.2.** the Customer willing to receive the renewed debit card by post at the specified address shall have a right to submit an order:

**10.2.1.** via the Bank's Internet Service System having selected a relevant card and changing its delivery method and having indicated the card delivery address;

**10.2.2.** to contact the Bank at 1528 and to request a change in the card delivery method and to indicate the card delivery address;

**10.2.3.** to fill out an application at the Bank's unit;

**10.3.** renewed debit card may be ordered by post by the card holder and / or account owner (if the card holder and the account holder are different persons), except for the case when the renewed corporate debit card sending by post is ordered at the Bank unit or by phone. In such case, the order may be submitted by a representative of a legal entity only;

**10.4.** the customer willing to receive a new debit card by post at the specified address, may submit an order at the Bank unit by filling out the application;

**10.5.** the delivery of new debit card by post may be ordered by the card holder and account holder (if the card holder or account holder are different persons), (if the card holder and the account holder are different persons);

**10.6.** new and renewed debit card in Lithuania may be sent by non-registered or registered mail (the card to the Customer may be handed in person upon signature). A new card and the renewed card shall be sent abroad by non-registered mail;

**10.7.** if renewed debit card is ordered by post, any approval of the postal address specified by the Customer shall be valid for 6 months. If the card is renewed after expiry of 6 months of the date of amendment (approval) of the sending method and / or sending address, the Customer shall have to approve the card sending address by post repeatedly. If the Customer fails to approve the card sending address, the renewed card shall not be sent by post, and shall be delivered to the Bank unit in which the Customer has to pick up the card;

**10.8.** renewed debit card to be sent at the address and following the method specified by the Customer shall be not activated. After the card renewal, the PIN number shall not be changed and not sent to the Customer by post. The envelope with the

card to be sent to the Customer shall also include the activation instructions of the card received by post;

**10.9.** renewed card received by post may be activated by the card holder:

**10.9.1.** via the Bank's Internet Service System by entering a special code indicated in the activation instructions sent together with the card;

**10.9.2.** in any ATM located in Lithuania or abroad when executing a standard transaction (cash withdrawal; or checking the balance of account) and when entering a correct PIN number;

**10.9.3.** at any unit of the Bank;

**10.10.** new debit card to be sent at the address and following the method specified by the Customer is blocked. The PIN number shall be sent in a separate envelope to the Customer (except for the case when Visa Virtuon card is sent to the Customer). The instructions on the card blocking annulment shall be included in the envelope with the PIN number to be sent to the Customer (except for the case when Visa Virtuon card is sent to the Customer: the instructions on the card blocking annulment shall be included in the envelope with the card);

**10.11.** after receipt of the new debit card by post the card holder may annul the card blocking:

**10.11.1.** by entering a special code in the Bank's Internet Service System that is specified in the instructions on the card blocking annulment sent together with the PIN number or with the card (if Visa Virtuon card is issued);

**10.11.2.** at any Bank unit;

**10.12.** fees established in the Payment Card Fees and Charges shall be applied for the new or the renewed debit card sending by post. A fee for the card sending by post shall be automatically debited to the Bank account to which the new or renewed debit card is linked at the moment of the ordering new card or card renewal and shall not depend on the above-specified card account balance;

**10.13.** if within 30 (thirty) days of the debit card renewal and its sending date by post at the address specified by the Customer, the Customer due to any reasons fails to activate the card, the card shall be blocked. If within 90 (ninety) days of the new debit card ordering and its sending date by post at the address specified by the Customer, the Customer due to any reasons fails to annul the card blocking, the card shall be blocked forever. The Customer willing to use the card after expiry of the specified period (30 (thirty) or 90 (ninety) days) shall have to submit an application of the card reissue at the Bank unit, or via the Bank's Internet

Service System or by contacting the Bank at 1528. The Customer must pick up the new card and the new PIN number at the Bank unit;

**10.14.** after receipt of the renewed card by post, the Customer shall:

**10.14.1.** obtain a proof that private individual's name and surname or legal entity's name are correctly imprinted on the card, and sign the signature section on the reverse side of the card;

**10.14.2.** the former card must be cut with scissors into several parts;

**10.14.3.** not activate the card received by post, and return the envelope with the card to any unit of the Bank if the received envelope is damaged or if any doubts exist that the card might be taken out of the envelope;

**10.15.** after receipt of the new card and the PIN number by post, the Customer shall:

**10.15.1.** obtain a proof that private individual's name and surname are correctly imprinted on the card, and sign the signature section on the reverse side of the card;

**10.15.2.** not annul card blocking of the card received by post, and return the envelope with the card and/or the PIN number to any unit of the Bank if at least one received envelope is damaged or if any doubts exist that the card or the PIN number might be used by third persons or the card, the PIN number might be read.

## **11. Card safety requirements**

**11.1.** The Customer must:

**11.1.1.** having obtained the card, sign on it (no signature is required in case of Visa Virtuon card);

**11.1.2.** not bend the card, keep it away from water, high temperature, electromagnetic field or any other mechanical impacts;

**11.1.3.** not give his / her card, not tell the PIN number to any third persons nor in any other way allow or enable them to use the card or find out the PIN number;

**11.1.4.** not send the card(s) by mail either in Lithuania or abroad and, after a transaction at an ATM, not leave it in the ATM;

**11.1.5.** consider the card a valuable document and keep it safe equally as money, cheques or any other valuable documents;

**11.1.6.** ensure security of one-time security code received by the means of SMS message or e-mail used to confirm payment transactions to online shops bearing such signs as "Verified by Visa" or "MasterCard SecureCode";

**11.2.** The Bank recommends to memorize the Bank's issued PIN number, not to write it on the card, pocketbook on any leaflet or elsewhere, not to enter it in the mobile phone, to destroy the envelope with the PIN number.

**12. Other terms and conditions**

**12.1.** Expiry of a debit card (e. g. termination) shall not render the General Agreement invalid. If due to any reasons the bank account agreement expires, the debit card agreement linked with such account shall also expire;

**12.2.** A debit card agreement or an additional card agreement executed with a holder of an additional card shall expire (is terminated) among other things on the following bases:

**12.2.1.** expiry, due to any reason whatsoever, of the Bank account or the credit card account agreement(s) executed between the Bank and the holder(s) of the Bank / credit card account;

**12.2.2.** demand, by at least one of the co-holders of the Bank account or the credit card account, to terminate the agreement with the cardholder;

**12.3.** The Bank undertakes as follows:

**12.3.1.** to obtain insurance coverage for holders of Visa Business (in USD), Visa Business (credit card), MasterCard Business, Visa Gold, Visa Gold (in USD), Visa Platinum, MasterCard Standard, MasterCard Standard (in USD) and all types of Visa Classic, other than Visa consumer loan and Visa Classic (debit card), against financial loss while travelling abroad from the Bank's selected insurance company(-ies). Relevant insurance terms and conditions, insurance rules, insurance company's contact information and telephone numbers for calling in case of any insurance event shall be available at the Bank's website [www.seb.lt](http://www.seb.lt). The Bank shall reserve its right to change the insurance terms and conditions, the insurance company(-ies) and refuse part or all of the previously indicated card insurance coverage, having made a relevant prior announcement at the Bank's website [www.seb.lt](http://www.seb.lt);

**12.4.** The Bank shall have the right:

**12.4.1.** without the Customer's separate consent, to assign to other persons the security interest that has arisen based on the card agreement;

**12.4.2.** to keep safe a new / renewed card(s) indicated in the cardholder's (the Customer's) request and produced by the Bank as well as its PIN number at the Bank no longer than 1 (one) year since the day on which the card was produced. After the established period and if the cardholder (the Customer) fails to collect his / her new produced

/ renewed card, the Bank shall have the right to destroy the card, the PIN envelope and close the account. In case there are funds in the Customer's account, and the Customer has not given any instruction to transfer funds to any other account, the Bank shall transfer the balance of the account to the Bank's internal account and shall close the card and the account. The balance of funds shall be disbursed to the Customer against the Customer's written request provided to the Bank;

**12.4.3.** to close the account and / or cancel the card validity if, after the Customer has collected his / her new or renewed card, the Customer executes no transactions for more than 1 (one) year. In case there are funds in the Customer's account, and the Customer has not given any instruction to transfer funds to any other account, the Bank shall transfer the balance of the account to the Bank's internal account and shall close the account. The balance of funds shall be disbursed to the Customer against the Customer's written request provided to the Bank;

**12.4.4.** not to renew the card, if the Customer has collected the produced card which is an active card, however, over 1 (one) year before expiry of the card no transactions were executed in the card account;

**12.4.5.** in case of the card renewal or issuance of a newly produced card, to issue the card bearing a trademark of any other international association. If the Customer disagrees to use the card bearing a trademark of another international association, the Customer shall have the right to, without paying any fee whatsoever, immediately terminate a relevant Card Agreement upon giving the Bank a relevant written request.

**12.5.** The Customer must:

**12.5.1.** notify the Bank, in writing or in any other analogous manner agreed with the Bank, about any change in the address at which the statement and other notifications are sent. The Customer shall confirm his / her consent that the Bank would send the statement at the Customer's earlier address, if the Customer's notification about a change in the address was received at the Bank later than days 1–10 of the previous month. If the Customer does not receive or refuses to receive the statement, the Customer must anyway fulfil his / her obligations under the card agreement. Having received no statement, the Customer must enquire why he / she did not receive it, if he / she had to receive it;

**12.5.2.** cover the costs that were sustained after using an additional card(s) linked to the account before the verbal notification to the Bank indicated

under Item 8.1.2. of the Payment Card Rules as well as any and all costs that were sustained using the PIN number;

**12.5.3.** be answerable for any and all the debts in the account and cover them immediately, if the Bank has not issued a credit limit, has no longer issued a credit limit or if the Customer exceeded the credit limit issued by the Bank;

**12.5.4.** notify the Bank in writing about a refusal to use the card(s) one (1) month before expiry of the card validity, in order that the Bank does not renew the card and does not debit to the account the fee established in the fees and charges;

**12.5.5.** return the card(s) to the Bank, if its (their) validity expires or is any of the parties expresses the intention to terminate the Bank account and / or the debit card or the credit card agreement;

**12.5.6.** ensure that the cardholder's observance of the Payment Card Rules;

**12.5.7.** the Customer, by filling out a request to be issued an additional payment card(s), agrees that other persons to whom such additional card(s) is (are) issued, would use the card;

**12.6.** In case of the card(s) loss or in case if the Customer believes that any third persons have become aware of the PIN number(s) or any illegal transactions are executed in the account, the Customer fails to observe at least one item of the card agreement, it shall be deemed that the Customer has lost card(s) or any third persons have become aware of the PIN number, or any illegal transactions are executed in the account though the Customer's gross negligence;

**12.7.** The Bank shall not be liable:

**12.7.1.** if any third party refuses to accept the card, disburse cash or if due any third party's actions the Bank has been unable to approve a transaction which involves payment by card;

**12.7.2.** if any third party provides the Customer with poor quality services or sells poor quality goods for which the Customer pays by card(s);

**12.7.3.** for any indirect losses or damage sustained using the card, other than in cases where losses or damage have occurred through the Bank's intentional actions or gross negligence;

**12.7.4.** for the implementation or for the terms

of third-party loyalty programmes applied to the Customer;

**12.8.** In cases established under Items 12.7.1.–2.7.4. of the Payment Card Rules for failure to fulfil obligations or their improper fulfilment, liability shall rest directly with third parties.

### **13. Settlement of Disputes**

**13.1.** The Customer shall have the right: no later than within 13 (thirteen) months as of the day on which the statement on funds debiting to the account was produced, to provide to the Bank his / her claim regarding erroneous funds debiting to the account, having enclosed a document evidencing a relevant payment by card transaction. The Bank shall have the right, over the period of examination of the claim, to credit, on interim basis, the amount indicated in the Customer's claim and, having found that the claim is unmotivated, to debit said amount to the account without the Customer's separate consent. The Bank shall unconditionally and irrevocably credit the amount indicated in the Customer's claim, having found the claim to be a motivated one;

**13.2.** The Customer undertakes to provide his / her claim in the Bank's established format referred to under Item 13.1. The Customer's refusal or avoidance, without any objective reasons, to fulfil said obligation or specify the circumstances indicated by the Bank shall be deemed as the Customer's avoidance to cooperate with the Bank with the aim to find out the circumstances of erroneous, in the Customer's opinion, debiting of funds to the account or inaccuracies in the statement over the previous reporting period, the aim being to conceal gross negligence in the use of the card or violation(s) of the terms and conditions for the card use;

**13.3.** The Customer's providing the Bank with erroneous data or misleading circumstances and reasons of the card loss, of the request to announce the card invalid, misleading indication of the circumstances at which the PIN number has become accessible or known to third persons, shall incur liability established by laws of the Republic of Lithuania, and in case a request is provided to announce the card invalid it shall be deemed that the Customer has lost the card(s) or the PIN number(s) has (have) been revealed to third persons though the Customer's gross negligence or intent.

# Annex 3 to General Service Regulations of SEB Bank

## General Terms and Conditions for Spot Transactions in Foreign Currency

**1.** The present Terms and Conditions of Spot Transactions in Foreign Currency (hereinafter referred to as the "Currency Conversion Rules") shall be applicable for spot contracts in foreign currency (hereinafter referred to as the "Currency Contract") between the Bank and any Customer at the agreed rate and shall regulate the Procedure for Currency Contract Execution and Implementation. The parties clearly agree that all executed and outstanding Currency Contract shall be deemed to form one single contract. The Currency Conversion Rules shall be deemed an integral part of the General Regulations, therefore, they shall be jointly read and interpreted in this context.

**2.** Any Currency Contract may be executed verbally (by phone) any business day during working hours. Any Currency Contract shall be deemed executed and shall come into effect from the moment when the parties verbally agree on the principal terms of the Currency Contract. Any Currency Contract shall be executed by specifying the same settlement date, i.e., according to formula T+0, therefore the Customer shall effect payments under any executed Currency Contract no later than until the end of the same banking day.

**3.** If the Customer suspends its payments under the Currency Contracts, the Bank shall be entitled to immediately terminate all Currency Contracts and inform the Customer about termination thereof in verbal form (by phone).

**4.** If a party or any other entity requests any relevant institution, or in any other form, to initiate restructuring, reorganisation, insolvency, bankruptcy or liquidation procedure or to appoint an administrator of assets or obligations (or any portion thereof), or if a moratorium of activity of a party to the Currency Contract is declared, all Currency Contracts shall be deemed automatically expired (terminated) without giving any notice.

**5.** If the Customer fails to duly fulfil its obligation to timely effect payments under any executed Currency Contract or if the Bank terminates the Currency Contract in accordance with Item 3 of the Currency Conversion Rules, the Bank shall be deemed a party calculating the final settlement amount (hereinafter

referred to as the "calculating party"). Respectively, if the Currency Contract expires under Item 4 of the Currency Conversion Rules, a party not determining expiry of the Currency Contract shall be deemed the calculating party. If a Customer is deemed the calculating party, all required calculations shall be performed by the Bank nominated by the Customer and operating in Lithuania and entitled to enter into currency conversion deals in Lithuania.

**6.** The calculating party shall primarily determine the market value of the outstanding Currency Contract. In such case if several Currency Contracts are outstanding, the calculating party shall have a right to identify the market value of all outstanding Currency Contracts in the Litas (in such case, foreign currency shall be exchanged into the Litas at the rate for non-cash transactions approved by the Bank as of such date) and apply netting. Netting between the parties shall be applied so that obligations of both parties under all Currency Contracts are paid as a lump-sum equal to the current outstanding amount. If the amount calculated following the procedure established in the present Item is higher for the calculating party, the other party has to pay the surplus amount to the calculating party the same day immediately. The Bank shall be entitled without any special notice or consent of the Customer to debit the amount specified in the present Item from the Customer's bank accounts with the Bank. If the higher calculated amount must be paid to another party, the party terminating the Currency Contract shall have to pay the surplus amount (difference) within 10 (ten) business days.

**7.** If the Bank is closed, i.e., the Bank is impeded from making or receiving payments due to a strike, blockade, boycott, lockout or any other similar circumstances (or the Bank itself or any other entities are subject to or initiate such actions), the due date under a relevant contract(s) shall be postponed, until such impediment ceases to exist. In such case the parties shall not be liable for any loss or damage. Interest accrued on the postponed due amount shall accrue on overdue amount until the actual payment date at the interbank market rate approved by the Bank for the nearest deferred term. The Bank in any case shall not be held responsible for any disrup-

tions or other disturbances in the Bank's computer systems or telecommunications between the Bank and the Customer.

**8.** In such case if a payment may not be effected in the specified currency due to any Lithuanian or foreign acts of law, decisions of any Lithuanian or

foreign authority, or similar event, then such payment shall be effected in the Lithuanian Litas, or if the Litas is not available – in the euro. In such case, the currency shall be exchanged at the exchange rate for non cash transactions approved by the Bank as of such date.

For more detailed information on the General Rules, on terms and conditions, fees and charges please go to [www.seb.lt](http://www.seb.lt) or call at 1528, (8 5) 268 2800 or visit our bank branches.

**[www.seb.lt](http://www.seb.lt)**