

REGULATIONS FOR PAYMENT SERVICES PROVISION (valid since 15-03-2010)

1. Introduction

1.1. The present Regulations for Payment Services Provision regulate the procedure of payment services provision in UAB Medicinos bankas. These Regulations are based on the requirements for payment services provision set out in the Law on Payments of the Republic of Lithuania and the Guidelines for payment services provision published by the Association of Lithuanian Banks.

1.2. In case of a conflict between provisions of these Regulations and provisions of contracts on payment services provision concluded between the Bank and the Customer after the validation of these Regulations, the provisions of these contracts shall apply. In case of a conflict between provisions of these Regulations and provisions of contracts on payment services provision concluded between the Bank and the Customer before the validation of these Regulations, the provisions of these Regulations shall apply.

1.3. The term "Regulations for a bank account administration" used in contracts on bank account concluded between the Bank and the Customer before the validation of these Regulations shall correspond with the term "Regulations for the bank payment services provision".

2. Payment Service Provider

2.1. Payment Service Provider – UAB Medicinos bankas (hereinafter – the Bank), legal entity's code 112027077, VAT payer's code LT120270716, registered office Pamėnkalnio str. 40, LT-01114 Vilnius-1, the Republic of Lithuania, data registered and stored in the Register of Legal Entities of the Republic of Lithuania. The Bank's supervisory authority – the Bank of Lithuania, the number of the bank license issued thereby – 9.

2.2. The website of the Bank – www.medbank.lt.

2.3. the email address of the Bank – info@medbank.lt.

3. Definitions

3.1. Definitions in these Regulations shall have the meanings below, except for cases where a different meaning appears due to the context of the Regulations:

1) Personal Data - means any information relating to a user who is identified or who can be identified directly or indirectly by reference to such data as a personal identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

2) Personal Data Management – means any action performed with personal data, including collection, recording, accumulation, storage, classification, sorting, connecting, changing (amendment and adjustment), submission, publication, usage, logic and/or arithmetic operations, searching, spreading, deletion or any other action or set of actions.

3) Bank – UAB Medicinos bankas that data is indicated in Point 2.1 herein;

4) Business Day of the Bank – means a day on which the Bank participating in the execution of a Payment Transaction carries out activities necessary for such Payment Transaction. The Bank may establish different Business Days for the execution of different Payment Transactions. Unless the Charges or Contract establishes otherwise, a Business Day of the Bank means a day, other than Saturday or Sunday, or any other day off or holiday established in legal acts of the Republic of Lithuania. Particular Business Days of the Bank divisions are indicated in the website of the Bank;

5) Personal Identification Document acceptable to the Bank – the passport of the citizen of the Republic of Lithuania, the passport of the citizen of a foreign country, the personal identification card, the driving license issued in the Republic of Lithuania after January 1, 2003, the permission for residence in the Republic of Lithuania or other document with a photo and signature acceptable to the Bank;

6) Framework Payment Services Contract (hereinafter – Framework Contract) – the Bank Account Contract concluded between the Bank and the Customer establishing the obligation of the Bank to open the Account in the Bank and conditions of opening thereof and regulating the execution of individual and subsequent Payment Transactions. These Regulations is a component part of the Framework Contract.

7) Beneficiary – means a natural or legal person who receives the funds of a Payment Transaction;

- 8) Internet Banking** – the execution of Payment Transactions using the Internet Banking System managed by the Bank (IBS) in the manner established in the Contract;
- 9) Statement** – means a document drafted and issued by the Bank which contains information about Payment Transactions performed in the Account during a certain period;
- 10) Charges** – means Charges charged for Services and Operations of the Bank with all adjustments and amendments, which is a component part of the Contract;
- 11) Customer** – means a natural or legal person who uses Payment Services provided by the Bank as the Payer and / or the Beneficiary;
- 12) Commission Fee** – means a fee charged by the Payment Services Provider for a Payment Transaction and / or related services;
- 13) Credit Transfer** – means a Payment Service whereby at the Payer’s initiative funds are transferred to the Payment Account of the Beneficiary;
- 14) Payment Order** – means any order by a Payer or Beneficiary to the Bank requesting the execution of a Payment Transaction;
- 15) Payment Transaction** – means an act, initiated by the Payer or by the Beneficiary, of placing, transferring or withdrawing funds, irrespective of any underlying obligations of the transaction between the Payer and the Beneficiary;
- 16) Payment Transaction Authorization (Authorization)** – the Payer’s consent to execute a Payment Transaction;
- 17) Customer’s (legal entity’s) sample signature and seal card** – signature and seal sample card approved under the procedure established in the Bank by the Customer – the Head of the legal entity or his duly authorized person and kept in the Bank indicating the data (name, surname, title, personal identification number) sample signatures of representatives of the Customer – the legal entity empowered to dispose funds available in the Account on behalf of the Customer - the legal entity. The Customer’s sample signature and seal card also indicate a sample of the Customer’s – the legal entity’s seal if the Customer – the legal entity possesses such;
- 18) Payment Services** – means payment services provided by the Bank which are defined in the Law on payments of the Republic of Lithuania;
- 19) Payment Service Provider** – means a credit institution or any other body providing Payment Services;
- 20) Payment Service User** – means a natural or legal person making use of payment services in the capacity of either payer and (or) beneficiary;
- 21) Payment Instrument** – means any personalized device and / or certain procedures agreed between the Customer and the Bank and used by the Customer in order to initiate a Payment Order;
- 22) Payment Account** – means an account opened in the name of one or more Customers and used for the execution of Payment Transactions;
- 23) Payer** – means a natural or legal person who holds a Payment Account and allows a Payment Transaction from that Payment Account upon the Payment Order, or, where there is no Payment Account, a natural or legal person who gives a Payment Order to perform a Payment Transaction;
- 24) Reference Exchange Rate** – means a currency exchange rate fixed, and changed by the Bank and announced in the website and divisions of the Bank which is used as the basis for currency exchange;
- 25) Durable medium** – any instrument which enables a user of payment services to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- 26) Contract** – means agreement the Framework Contract, the Single Payment Contract and / or other agreements concluded between the Customer and the Bank on the provision of Payment Services;
- 27) Parties** – the Bank and the Customer that concluded the Framework Contract, separately – the Party;
- 28) Regulations** – means the present regulations of the provision of the Bank Payment Services;
- 29) Direct Debit** – means a Payment Service which involves the debiting of funds from the Payer’s Payment Account when the Payment Transaction is initiated by the Beneficiary on the basis of the Payer’s Consent given to the Beneficiary, Beneficiary’s Payment Services Provider or Payer’s Payment Services Provider;
- 30) Unique Identifier** – means a number of the Payment Account specified to the Customer by the Bank and used to identify unambiguously the Payment Account for a Payment Transaction;
- 31) Foreign country** – means a country other than the Member State of the European Union and of the European Economic Area (EEA);
- 32) Member State** – means the Member State of the European Union and of the European Economic Area (EEA);

33) User – means a natural person using Payment Services provided by the Bank under the Contract and acting for purposes other than his trade, business or profession;

34) Single Payment Contract – means the Contract concluded between the Bank and the Customer regulating the execution of a Single Payment Transaction.

4. Contract Conclusion

4.1. Framework Contract

4.1.1. The Framework Contract shall be concluded if the Customer wishes:

- to open the Payment Account in the Bank;
and / or
- to perform single or subsequent Payment Transactions and the Bank requests to open the Payment Account in the Bank.

4.1.2. The Framework Contract shall be considered as concluded when the Bank and the Customer agree on the conditions of opening the Payment Account.

4.2. Single Payment Contract

4.2.1. The Single Payment Contract shall be concluded if the User of Payment Services wishes to perform a Single Payment Transaction for which the Bank does not request to open the Payment Account.

4.2.2. The Single Payment Contract shall be considered as concluded when the Bank and the Customer agree on the conditions of the provision of the Single Transaction service.

4.3. Other contracts on Payment Services provision

4.3.1. In case the Framework Contract does not establish the provision of certain Payment Services, the Bank and the Customer have the right to conclude separate contracts on the provision of such Payment Services.

4.3.2. In case separate contracts on certain Payment Services are concluded and the Customer needs to open the Payment Account, the provisions of the present Regulations shall apply to the relationship of the Parties concerning the provision of such additional Payment Services.

5. Commission Fee, Interest and Exchange Rate

5.1. For the Payment Transactions executed by the Bank and/or related services the Customer shall pay to the Bank the Commission Fee in the amount established by the latter.

5.2. The terms of the Commission Fee shall be specified in the Contract and/or the Charges. Upon expiration of payment terms of the Commission Fee the Customer must have in his Accounts the amount of funds equal to the total amount due from the Customer to the Bank. If the amount of funds available in the Account is insufficient for payment of the Commission Fee, the Bank shall specify in the Account the amount of the Customer's debt to the Bank.

5.3. The amount of the Commission Fee shall be specified in the Contract and/or the Charges.

5.4. The Bank shall have the right to debit the Commission Fee from the Account of the Customer where the Payment Transaction is performed. The Bank shall also have the right to debit the Commission Fee from other Accounts of the Customer opened in the Bank. In cases established by the Bank the Customer shall pay the Commission Fee to the Bank in cash prior to or after the execution of the Payment Transaction. Furthermore, the Bank shall have the right to deduct the Commission Fee due from the Customer (Beneficiary) and directly related with the Payment Transaction from the amount transferred to the Customer (Beneficiary) before crediting it to the Account of the Customer (Beneficiary).

5.5. If the Payment Transaction is executed using the Payment Account and funds available in the Payment Account are insufficient for the execution of the Payment Transaction and for payment of the Commission Fee, the Bank shall have the right to refuse to accept the Payment Order and to execute the Payment Transaction.

5.6. The Commission Fee shall be paid in currency specified in the Charges, unless the Parties have agreed otherwise.

5.7. If funds available in the Payment Account are insufficient for payment of the Commission Fee in the currency established in the Charges, the Bank shall have the right to apply the Reference Exchange Rate and to convert the funds available in the Account in another currency to the required currency.

5.8. The Bank shall pay to the Customer the interest on funds available in the Payment Account, if so provided in the Contract or Charges. Interest shall be calculated on the balance of funds available in the Payment Account, which shall be calculated after the last transaction performed that day in the Payment Account. For the purpose of calculating the interest mentioned in this paragraph it shall be considered that a year consists of 360 and month – of 30 days, unless the Parties have agreed otherwise. Interest calculated for a calendar month shall be paid on the last Business Day of the Bank of such month, transferring the interest to the Payment Account.

5.9. If when executing Payment Transactions a debt to the Bank occurs in the Customer's Payment Account, until such debt is covered the Customer shall pay to the Bank the interest provided for in the Contract or Charges or in laws of the Republic of Lithuania when the interest is not provided for in the Contract of Charges.

5.10. Revised Reference Exchange Rate and revised Reference Interest Rate shall be applied by the Bank Immediately and without a separate warning. The Customer can obtain information about changes in the Revised Reference Exchange established by the Bank on the website or divisions of the Bank, unless the Bank and the Customer have agreed otherwise.

5.11. The Customer shall additionally pay Commission Fees established by Intermediary Banks (Correspondent Banks) and subjected to the Bank for credit transfers of the Customer to other Member States or foreign countries, debiting such Commission Fees from the Customer's Payment Account.

5.12. If the Customer is not a User and/or a respective Payment Transaction is executed in the currency of the Member State to or from the foreign country or in the currency of the foreign country, for the fulfillment of notification obligations or corrective or preventive measures in observance of Chapters IV–VI of the Law on Payments of the Republic of Lithuania the Customer must pay to the Bank the Commission Fee in the amount established in the Charges and/or Contract.

5.13. If the Customer fails to duly discharge his payment obligations to the Bank within the established time limits, the Customer must pay to the Bank the penalty in the amount established in the Charges, Contract and/or legal acts of the Republic of Lithuania and/or interest.

6. Use of Payment Services

6.1. The key features of Payment Services shall be specified in the present Regulations and Contracts.

6.2. Information which must be provided in the Payment Order

6.2.1. The Bank shall credit the funds to and debit them from the Payment Account according to the Unique Identifier specified in the Payment Order received by the Bank – the Account number of the Customer assigned to by the Bank according to the standard of the international bank account numbers, (i.e. IBAN). The Bank, crediting the funds to and debiting them from the Payment Account according to the Unique Identifier specified in the Payment Order received by the Bank, shall not check whether such Unique Identifier corresponds to the Account holder's forename and surname / name.

6.2.2. The Bank executing Payment Orders initiated by the Customer shall transfer to the Beneficiary's Payment Services Provider the information contained in the Payment Order. The Bank shall have the right to establish mandatory information which must be submitted to the Bank for the proper execution of the Payment Order. The Bank shall also have the right to establish mandatory requirements for Payment Order form and manner of its transfer to the Bank.

6.3. Credit Transfers in the Republic of Lithuania

6.3.1. Credit Transfers initiated by the Bank in the Republic of Lithuania may be simple and urgent. The Customer shall select the manner of the Credit Transfer. If the Customer does not select the manner of the Credit Transfer, it shall be considered that the simple Credit Transfer has been initiated.

6.3.2. The following references are necessary for a Credit Transfer in litas:

- 6.3.2.1. name of the Payment Order;
- 6.3.2.2. date of the Payment Order;
- 6.3.2.3. kind of the payment (simple/urgent);
- 6.3.2.4. number of the Payment Order (up to 10 characters);
- 6.3.2.5. code of the Payer (legal entity) (up to 11 characters);

- 6.3.2.6. the Customer's (Payer's) code in the Beneficiary's information system if the beneficiary of the funds as assigned an individual code to the Payer (up to 16 characters);
- 6.3.2.7. the Payer's forename and surname/name (up to 200 characters);
- 6.3.2.8. the Payer's Account number (IBAN standard) (20 characters);
- 6.3.2.9. the Payer's bank name (up to 30 characters);
- 6.3.2.10. the Beneficiary's code (the legal entity's code) (up to 11 characters);
- 6.3.2.11. the Beneficiary's forename and surname/name (up to 200 characters);
- 6.3.2.12. the Beneficiary's Account number (IBAN standard) (20 characters);
- 6.3.2.13. the Beneficiary's bank name (up to 30 characters);
- 6.3.2.14. the amount of the transferred funds in digits and letters;
- 6.3.2.15. the currency letter code (3 characters);
- 6.3.2.16. at the request of state institutions – payment codes (up to 28 characters);
- 6.3.2.17. payment purpose including the most relevant information (up to 300 characters);
- 6.3.2.18. the Payment Orders intended for paying for agricultural products shall additionally indicate the sort of agricultural products, date of its submission and the payment term provided for in the Contract.

6.4. Credit Transfers to member States or Foreign Countries

6.4.1. Credit Transfers initiated by the Bank to member States or foreign countries may be simple, urgent and very urgent. The Customer chooses the manner of the execution of the Credit Transfer. If the Customer does not choose the manner of the execution of the Credit Transfer it shall be considered that the simple Credit Transfer has been initiated by the Customer. Without prejudice to the terms of the execution of the Credit Transfers stipulated in the present Regulations, the Bank shall undertake to delegate the simple Credit Transfer to the Intermediary Bank within 2 (two) Business Days of the Bank after the order regarding the Credit Transfer is received by the Bank, if the Credit Transfer is urgent – on the next Business Day of the Bank following the day of the receipt of the order regarding the Credit Transfer in the Bank, and very urgent – on the day of the receipt of the order regarding the Credit Transfer in the Bank.

6.4.2. Credit Transfers to Member States or foreign countries shall be executed upon the submission of the international Payment Order of the set form by the Customer filed in observance of the requirements established by the Bank.

6.4.3. Executing Payment Transactions in currencies of foreign countries or in currencies of Member States to foreign countries the Bank shall not bear any liability for mistakes made by the intermediary and/or Beneficiary's Payment Services Provider and/or for delayed terms of the execution of the Payment Order and/or nonperformance/improper performance of the Payment Order due to the fault of the intermediary and/or Beneficiary's Payment Services Provider.

6.5. Consent to execute a Payment Transaction and its withdrawal, revocation of the Payment Order

6.5.1. A Payment Transaction shall be considered to be authorized only if the Payer has given Consent. If the aforementioned consent is not given, the Payment Transaction shall not be authorized. The Customer may give Consent in the form and manner established by the Bank or agreed between the Bank and such Customer in the present Regulations or Contract. A written Consent must be signed by the Customer or a legal representative thereof. Consent on Payment Transactions may also be confirmed by electronic signature, a password and codes assigned to the Customer and/or other Means of Identification indicated in the Contract. Consent confirmed in all ways provided for in this item shall be considered as duly confirmed by the Customer and shall have the equal legal power as the hard copy signed by such Customer and shall qualify as a means of proof when hearing the disputes between the Bank and the Customer in courts and other institutions.

6.5.2. Consent of the Customer shall be submitted prior to the execution of the Payment Transaction. On agreement between the Customer and the Bank the Payment Transaction may be authorized, i.e. Consent of such Customer may be obtained after the execution of the Payment Transaction.

6.5.3. The Customer may withdraw Consent at any time before the point of time of irrevocability under Point 6.5.4. Consent to execute a series of Payment Transactions may also be withdrawn with the effect that any future Payment Transaction is to be considered as unauthorized. The Customer must notify the Bank in written or in any other manner acceptable to the Bank about withdrawal of Consent.

6.5.4. Payment Order revocation procedure:

6.5.4.1. A Payment Order may not be revoked after it is received by the Payer's Payment Services Provider, excluding the cases established in the present Regulations;

6.5.4.2. When a Payment Transaction is initiated by or through the Beneficiary, the Payer may not revoke the Payment Order when it is sent or when the Payer has given Consent to the Payee to execute the Payment Transaction. However, in case of a Direct Debit the Payer may revoke the Direct Debit transaction (the Payment Order) no later than by the end of the Business Day preceding the day on which the Payer and the Beneficiary have agreed to debit the funds from the Payer's Payment Account;

6.5.4.3. Payment Orders provided for in point 6.7.2 herein may be revoked no later than by the end of the Business Day preceding the agreed day;

6.5.4.4. Upon expiration of the time limits established in points 6.5.4.1-6.5.4.3 herein the Payment Order may be revoked only on agreement between the Customer and the Bank and in cases provided for in point 6.5.4.2 herein the Beneficiary's Consent shall also be necessary;

6.5.4.5. The Bank shall have the right to charge a Commission Fee in the amount established in the Charges for the revocation of the Payment Order.

6.5.5. In cases provided for in laws of the Republic of Lithuania, when a forced fund recovery (debit) is executed, funds shall be debited from the Payment Account of the Customer (Payer) without the Customer's (Payer's) Consent.

6.6. Authorization of Written Payment orders and their Delivery to the Bank

6.6.1. The hard copy of the Payment Order of the Customer – legal entity (printed or filled in with a pen in legible writing) must be signed by one representative of the Customer holding the right of the first signature if the Customer's (legal entity's) sample signature and seal card indicates the person (persons) holding the right of the first signature only or one representative of the Customer holding the right of the first signature and one representative of the Customer holding the right of the second signature if the Customer's (legal entity's) sample signature and seal card indicates persons holding the right of the first and second signatures. Additionally, the Customer's Payment Orders must be confirmed by the Customer's seal in the sample seal is indicated in the Customer's (legal entity's) sample signature and seal card.

6.6.2. The hard copy of the Payment Order of the Customer – natural person (printed or filled in with a pen in legible writing) must be signed by the Customer – natural person whose sample signature is given in the Framework Contract or by his representative holding a valid notarized power of attorney or its equivalent.

6.6.3. In the cases when the Payment Orders of legal entities are delivered to the Bank by a person not included into the sample signature and seal card or who does not possess a power of attorney issued by the head of the legal entity for this action, also in case it is not clear who is entitled to dispose funds available in the Payment Account, the Bank shall have the right to accept Payment Orders for their execution.

6.6.4. When the agreement on the Payment Account administration by means of the Internet Banking System is concluded between the Bank and the Customer, the Customer's Payment orders shall be submitted by electronic payment means under the order set out in that agreement.

6.7. Receipt of the Payment Order in the Bank

6.7.1. The Payment Order shall be deemed to have been received in the Bank on the day of its receipt if the Payment Order is received before the hour established in the Charges. If the Payment Order is received in the Bank after the hour established in the Charges or on the day that is not a Business Day of the Bank, such Payment Order shall be deemed to have been received in the Bank on the nearest Business Day of the Bank, except for the case set out in Point 6.8.1 herein. The Bank shall have the right to debit the funds of the Payment Order from the Customer's Payment Account on the day of submission of the Payment Order to the Bank.

6.7.2. On agreement of the Customer initiating the Payment Order and the Bank the execution of the Payment Order may be started on a particular day or at the end of a certain period or on the day, if the Customer is the Payer, when the Payer sets funds at his Bank disposal. In cases specified in this point the Payment Order shall be deemed to have been received in the Bank on the agreed day. If such agreed day is not a Business Day of the Bank, the Payment Order shall be deemed to have been received in the Bank on the nearest Business Day of the Bank;

6.7.3. When the Bank agrees to accept the Payer's Payment Order which does not contain full information necessary for the execution of the Payment Order (the Beneficiary's name, Beneficiary's Payment Account number according to IBAN standard, etc.) and for the purpose of processing the information in the Payment Order and generation of the final Payment Order the Bank shall involve Third Persons (e.g., when accepting

payments according to the payment (settlement) books), such Payment Order shall be deemed to have been received in the Bank when the aforementioned Third Persons provide to the Bank all information required by the Bank necessary for the execution of the Payment Order.

6.7.4. The Bank shall have the right to record and keep any Payment Orders submitted in any manner agreed with the Bank, as well as to record and store the information about all Payment Transactions executed in the Payment Account.

6.8. Time limits of the provision of payment services

6.8.1. When a Credit transfer is made in litas in the Republic of Lithuania, the Bank shall guarantee the crediting of the Payment Transaction amount into the Beneficiary's Payment Service Provider's Account on the day of execution of the Payment Order if the Payment Order is received by the Bank before 12 o'clock on that Business Day of the Bank. If the receipt of the Payment Order is after 12 or not on a Business Day of the Bank, the Bank shall guarantee the crediting of the Payment Transaction amount into the Beneficiary's Payment Service Provider's Account on the nearest Business Day of the Bank.

6.8.2. When the Customer is a Payer the Bank shall guarantee the crediting of the Payment Transaction amount into the Beneficiary's Payment Service Provider's Account at least within 3 (three) Business Days of the Bank from the day of the receipt of the Payment Order in the Bank (starting from January 1, 2012 – no later than before the end of the next Business Day of the Bank from the day of the receipt of the Payment Order in the Bank). If the Payment Transaction is executed according to the provided hard copy of the Payment order, the Bank shall guarantee the crediting of the Payment Transaction amount into the Beneficiary's Payment Service Provider's Account at least within 4 (four) Business Days of the Bank from the day of the receipt of the Payment Order in the Bank (starting from January 1, 2012 – no later than within 2 (two) Business Days of the Bank from the day of the receipt of the Payment Order in the Bank). The Bank may set shorter terms of the execution of Payment Transactions in the Charges. The following provisions shall apply to:

6.8.2.1. Payment Transactions are executed in the Republic of Lithuania in litas and/or euros, except for the cases in point 6.8.1 herein;

6.8.2.2. Payment Transactions in euros executed to other Member States;

6.8.2.3. Payment Transactions involving the one exchange only between euros and litas and such currency exchange is performed in the Republic of Lithuania, and if the funds of the executed Payment Transfer are transferred to other Member States in euros.

6.8.3. If Payment Transactions are executed in the Republic of Lithuania or funds are transferred to other Member states in currencies other than of Member States inside the Euro Zone (except for litas in which Payment Transactions are executed in the Republic of Lithuania) and the Customer is a Payer, the Bank shall guarantee that having received the Payment Order, the Payment Transaction amount shall be credited into the Beneficiary's Payment Services Provider's Account no later than within 4 (four) Business Days of the Bank from the receipt of the Payment Order in the Bank. The Bank may set shorter terms of the execution of Payment Transactions in the Charges.

6.8.4. If Payment Transactions are executed in currencies of foreign countries or in currencies of Member States transferring funds to foreign countries and if the Customer is a Payer, the terms of crediting the Payment Transaction into the Beneficiary's Payment Services Provider's account shall not be established, excluding cases stipulated in the Charges.

6.8.5. In the case indicated in point 6.7.2 herein, if Credit Transfers are executed in litas in the Republic of Lithuania the Bank shall guarantee that the Payment Transaction amount shall be credited into the Beneficiary's Payment Services Provider's account on the day of the execution of the Payment Order, and if this day of the execution of the Payment Order is not a Business Day of the Bank – on the nearest Business Day of the Bank.

6.8.6. If the Customer is a Beneficiary, the Bank shall guarantee the possibility for the Customer to use the Payment Transaction amount available in the Payment Account:

6.8.6.1. when the Payment Transaction is executed in the currency of the Member State - immediately after crediting such amount to the Bank Account and receipt by the Bank of all information necessary for that purpose;

6.8.6.2. when the Payment Transaction is executed in the currency of the foreign country – within 1 (one) Business Day of the Bank of the day on which the amount is credited to the Bank Account and the Bank receives all information necessary for that purpose.

6.8.7. When the Customer does not have the Account, the Bank, having accepted the funds designated for such Customer, shall create the possibility to dispose of such funds for the time limit established in point 6.8.6.

6.8.8. When the Customer is a Beneficiary, the Bank shall refer the Payment Order initiated by or through such Customer to the Payer's Payment Service Provider within the time limit agreed between such Customer and the Bank. The Payment Order to perform a Direct Debit shall be delivered within the agreed time limit to enable the execution of settlement on the agreed day.

6.8.9. When cash is placed on the Account in the currency of the Account the Bank shall guarantee the possibility to dispose of such funds no later than on the next Business Day of the Bank after receipt of the funds. If the Customer is a User – as soon as the funds are received.

6.8.10. Time limits for other Payment Services shall be established in Contracts, the Charges or other documents (e.g. applications, questionnaires etc.).

6.9. Payments in Cash from the Payment Account

6.9.1. Cash from the Customer's Payment Account shall be paid based on the cheque written and signed by its representatives or the cash order executed by the Bank and signed by the Customer. If cash is paid based on the cheque, the Customer must indicate: on the front side of the cheque - the place and date of the cheque, to whom the cheque amount must be paid, the amount in letters and digits; the back side of the cheque - the data of a person authorized to receive cash from his identification documents acceptable to the Bank.

6.9.3. If cash is paid from the Payment Account of the Customer - legal entity, the cheque must be signed by the representative (representatives) of the Customer indicated in the Customer's signature and seal sample card and approved with the Customer's seal if the seal sample is indicated in the Customer's signature and seal sample card.

6.9.4. If cash is paid from the Payment Account of the Customer - natural person, the cheque and cash order must be signed by the Customer whose signature sample is indicated in the Framework Contract or by his representative holding the valid notarized power of attorney or its equivalent.

6.9.5. The person authorized to receive cash based on the written cheque, while receiving cash must in the Bank must provide the Bank with a Means of Identification acceptable to the Bank.

6.10. Direct Debit

6.10.1. The Bank shall accept and perform the Beneficiary's Payment Orders to execute transfers of the Direct Debit from the Customer's (Payer's) Payment Account if they are fully executed and if the Bank is provided with the written Consent of the Customer (Payer) to debit funds from the Payment Account. In the cases established by the Bank such Customer's Consent may be given to the Beneficiary's Payment Services Provider or the Beneficiary.

6.10.2. The Bank shall accept Payment Orders initiated by or through the Customer (Payer) for the execution of transfers of the Direct Debit from the Payer's Payment Account if they are fully executed, and shall transfer them immediately to the Payer's Payment Services Provider.

6.10.3. In case Payment Orders to execute transfers of the Direct Debit from the Payment Account are given by Third Persons in observance of the case stipulated in legal acts or the Contract concluded with the Bank establishes the right of the Bank to debit the Customer's funds due to the Bank or to administrate the Customer's Account, the Bank shall perform the Customer's Payment Orders only after Orders given by Third Persons are performed and/or the Customer's amounts due to the Bank based on the Contract (Contracts) are debited.

6.10.4. In case the Customer and the Bank conclude the Contract on the Direct Debit of funds from the bank account, funds to the Services Provider (the Beneficiary) who has given the Payment Order shall be transferred without a separate order of the Customer for each transfer.

6.10.5. The Bank shall perform the Direct Debit Transactions following the agreement of the Customer (Payer) and the Bank, however the Bank shall not be held liable if the Beneficiary gives the Payment Order in breach of the terms established in the agreement with the Payer.

6.11. Order of Priority of Debiting Funds

6.11.1. If funds available in the Account are sufficient for all given claims, funds shall be debited in the sequence of the receipt of the Payment Orders from the Customer (Payer) or Beneficiary or initiated through the Beneficiary and other documents (the calendar order of priority), unless laws of the Republic of Lithuania establish otherwise.

- 6.11.2. If funds available in the Account are insufficient for all given claims, the Customer must specify funds debiting from the Payment Account in such sequence:
- 6.11.2.1. the first priority is given to debiting funds based on executive documents on damage incurred due to injury or death, its reimbursement and maintenance recovery;
 - 6.11.2.2. the second priority is given to debiting funds based on executive documents on benefits arising from employment and copyright agreements;
 - 6.11.2.3. the third priority is given to debiting funds based on payment documents establishing contributions to the Budget (State, Municipality or Social Insurance), also based on payment documents of the settlement for supplied agricultural products;
 - 6.11.2.4. the fourth priority is given to debiting funds based on executive documents to satisfy other monetary claims;
 - 6.11.2.5. the fifth priority is given to debiting funds based on other payment documents in the calendar order of priority.
- 6.11.3. If funds available in the Payment Account are pledged to the Bank, they shall be debited (out of turn) to cover the indebtedness to the Bank first under the order established in the Contracts concluded with the Bank.
- 6.11.4. Funds of the same priority based on claims shall be debited under the calendar order of priority of the receipt of the documents.
- 6.11.5. The order of debiting funds in case of proceedings, bankruptcy and other cases provided for in laws are established by other laws of the Republic of Lithuania.

6.12. Miscellaneous

- 6.12.1. The Customer (the Payer) shall guarantee the availability of the sufficient amount of funds in a respective currency in his Payment Account necessary for the execution of the Customer's Payment Order. If at the point of time of submission of the Customer's Payment Order the amount of funds in the Account in the required currency is insufficient, the Bank shall have the right to refuse to execute such Payment Order, unless the Parties agree otherwise.
- 6.12.2. If at the point of time of submission of the Customer's Payment Order the amount of funds in the Customer's Payment Account in the required currency is insufficient, but the amount of funds in another currency is sufficient, the Bank shall have the right, but not the obligation, applying the Reference Exchange Rate, to convert the amount up to LTL 5000 (five thousand litas) of the funds available in the Account in another currency to the required currency and execute the Payment Transaction.
- 6.12.3. Funds in litas and other currency can be placed to the Payment Account by the Customer himself and by other natural or legal persons holding accounts in the Bank or other credit or payment institutions. Cash - litas and euros - can be placed in the Payment Account by the Customer and other natural or legal persons, in other currency - only the Customer himself or his representative holding the power of attorney. The power of attorney of the Customer - natural person must be notarized or its equivalent.
- 6.12.4. The Bank shall have the right to request for documents and/or information from the Customer evidencing the legal nature of funds available in the Payment Account of the Customer insofar this is necessary for the Bank to properly meet requirements set out in laws regulating the prevention of money laundering and/or other legal acts and/or the present Regulations and/or Contracts. The Bank shall also have the right to request for additional documents and/or information from the Customer if the Bank has reasonable doubts regarding the authenticity or legality of the submitted Payment Orders and/or other documents or/and the authenticity of signatures in Payment Orders and/or other documents. The Bank shall have the right to refuse the execution of the Customer's Payment Order or provision of a Payment Service or suspend (block) (terminate) the execution of the Payment Order if the Customer fails to provide the Bank with required documents and/or information within the set term. Furthermore, the Bank shall be entitled to refuse the execution of the Customer's Payment Order or provision of a Payment Service or suspend (block) (terminate) the execution of the Payment Order till the Customer provides the Bank with required documents and/or information. In the cases herein the Bank shall act for purposes to safeguard legal interests of the Customer, the Bank and other persons, therefore the Bank shall not be held for damages the Customer may incur due to such actions of the Bank.
- 6.12.5. Contracts may establish the cost limit of Payment Transactions executed by means of a Payment Instrument.
- 6.12.6. Upon the submission of an application of the established form, the Customer can transfer regular payments to the Bank from his Payment Account to accounts indicated in such application.

6.11.7. If according to the Payment Order funds are returned due to the reasons that do not depend on the Bank (incorrect Payment Order data, the Beneficiary's Account is closed etc), the returned amount shall be credited into the Customer's Account. Charges paid by the Payer for the execution of the Payment Order shall not be refunded, the accumulated interest for the delayed execution term of the Payment Order shall not be paid, and charges and costs related to such return of the funds shall be debited from the Customer's Account.

6.12.8. The Bank shall have the right to refuse the execution of the Customer's Payment Order or to suspend or terminate its execution in cases provided for in these Regulations and/or contracts and/or legal acts of the Republic of Lithuania.

6.12.9. In case the Bank refuses to execute the Customer's Payment Order, it shall notify the Customer hereof or creates conditions to familiarize with such notification, except for cases when such notification is technically not possible or prohibited by laws of the Republic of Lithuania. The Payment Order refused by the Bank shall be considered as not received. If the refusal of the Bank is impartially reasonable, the Bank shall be entitled to charge the Customer for the notification of the Bank on such refusal with the Commission Fee indicated in the Charges.

6.12.10. The Bank shall limit possibilities of the Customer to dispose funds available in the Payment Account if following laws of the Republic of Lithuania funds have been seized or restricted otherwise, and the Bank shall be not held liable for damages incurred by the Customer.

7. Information provided to the Payment Services User

7.1. Information about Single Payment Transactions based on the Framework Contract

7.1.1. The Bank must prior to the beginning of execution of the Single Payment Transaction initiated by the Customer according to the Framework Contract at the request of such Customer provide the latter with the information about the maximum time of execution of such Payment Transaction (Paragraph 3.5 herein), the Commission Fee due and the method of withholding its amount (the Charges). The Customer may get familiarized with the aforementioned information at the Bank division and on the Bank's internet website.

7.1.2. The Bank shall provide in the Statement the following information about the Payment Transactions (if the Customer is not a User, not all below-specified information may be provided by the Bank in the Statement):

7.1.2.1. information about the amounts of Individual Payment Transactions debited from the Customer's Payment Account:

7.1.2.1.1. information enabling the Customer to identify each Payment Transaction and Beneficiary related information;

7.1.2.1.2. the Payment Transaction amount in the currency in which such amount is debited from the Payment Account, or in the currency specified in the Payment Order;

7.1.2.1.3. the amount of the Commission Fee for the Payment Transaction amount, the manner in which the amount of the Commission Fee is withheld, or interest paid by the Customer (Payer) for such Payment Transaction;

7.1.2.1.4. the currency exchange rate applied by the Bank and the Payment Transaction amount after currency exchange, if the execution of the Payment Transaction involved the exchange of currency;

7.1.2.1.5. the date of debiting the Payment Account;

7.1.2.2. information about the amounts of Single Payment Transactions credited to the Payment Account:

7.1.2.2.1.; information enabling the Customer (Beneficiary to identify Payment Transaction and the Payer, as well as the details of the Payment Order transmitted alongside the Payment Transaction;

7.1.2.2.2. the Payment Transaction amount in the currency in which the amount is credited to the Account of the Customer;

7.1.2.2.3. the amount of the Commission Fee for the Payment Transaction amount, the manner in which the amount of the Commission Fee is withheld, or interest paid by the Customer (Beneficiary) for such Payment Transaction;

7.1.2.2.4. the currency exchange rate applied by the Bank and the Payment Transaction amount prior to currency exchange, if the execution of the Payment Transaction involved the exchange of currency;

7.1.2.2.5. value date.

7.1.3. The Customer may obtain the Statement in the following ways:

7.1.3.1. arriving to the division of the Bank directly from the Bank employee;

7.1.3.2. the Customer who uses the Internet Banking Service, may print the Statement himself using the Means in observance of a respective contract;

7.1.3.3. receiving the Statements from the Bank by mail or in any other agreed manner in observance of a respective agreement between the Customer and the Bank and/or request of the Customer

7.1.4. The Customer who is a User shall have the right to receive free of charge the Statement containing the information about Payment Transactions performed in the Payment Account as specified in point 7.1.2 herein in the following manner:

7.1.4.1. the Customer who uses the Internet Banking Service, may print the Statement himself using the Means in observance of a respective contract. The Statements issued in such manner shall be free of charge irrespective of their frequency. The Bank shall have the right to establish for what period the information should be provided in the Statement about the Payment Transactions executed during it in this manner, however in any case the Customer shall be eligible to receive free of charge the Statement issued in such way containing the information at the request of the Customer about Payment Transactions executed in the Payment Account within maximum 30 (thirty) calendar days prior to the day of application of the Customer or during a calendar month preceding the day of application of the Customer;

7.1.4.2. the Customer who does not use the Internet Banking Service shall be entitled upon arrival to the division of the Bank to receive once in a calendar month the Statement free of charge directly from the employee of the Bank containing information at the Customer's request about the Payment Transactions performed in the Payment Account during maximum 30 (thirty) calendar days prior to the day of application of the Customer or during a calendar month preceding the day of application of the Customer.

7.1.5. The Customer who is not a Consumer must pay for the issuance of Statements the Commission Fee in the amount fixed in the Charges. The Consumer must also pay the Commission Fee in the amount fixed in the Charges for the information provided at his request additionally to the information specified in point 7.1.2 and for more frequent delivery of the Statements or for the issuance of the Statements in the manner or using the means, other than those established in point 7.1.7 herein.

7.2. Information about Single Payment Transactions

7.2.1. When the Payment Order for the execution of a Single Payment Transaction is delivered using the Payment Instrument provided for in the agreement concluded by the Customer with another Payment Service Provider the Bank shall not be required to provide such information or create conditions to get familiarized with such information already provided to the Customer according to the agreement concluded with another Payment Service Provider or to be provided under such agreement.

7.2.2. Conditions of execution of Single Payment Transactions:

7.2.2.1. Unique Identifier and/or precise information requested by the Bank (in established cases) must be specified to the Bank by the Customer for the proper execution of the Payment Order;

7.2.2.2. the longest possible duration of the provision of the Payment Service is specified in paragraph 6.8 herein;

7.2.2.3. the Commission Fee due from the Customer and as withheld amount of the Commission Fee are specified in the Charges;

7.2.2.4. if a Single Payment Transaction involves the exchange of currency, the Reference Exchange Rate shall apply;

7.2.2.5. for the purpose of execution of Single Payment Transactions other provisions of these Regulations shall also apply.

7.2.3. Having received the Payment Order to execute a Single Payment Transaction, the Bank shall promptly provide the Customer (Payer) with easy access to get familiarized with:

7.2.3.1. information enabling the Customer (Payer) to identify the Payment Transaction and with the Beneficiary related information;

7.2.3.2. the Payment Transaction amount in currency specified in the Payment Order;

7.2.3.3. the amount of Commission Fee payable by the Customer for the Payment Transaction and the method of division of the Commission Fee – this information is given in the Charges;

7.2.3.4. the Reference Exchange Rate and the Payment Transaction amount after currency exchange, if the Payment Transaction involved the exchange of currency;

7.2.3.5. the date of receipt of the Payment Order.

7.2.4. At the request of the Customer, the Bank shall furnish him with the information referred to in item 7.2.3 of the Conditions in written or using any other Durable Medium acceptable to the Bank.

8. Obligations of the Payment Services User related with Payment instruments

8.1. The Customer authorized to use a Payment Instrument must:

- 8.1.1. use the Payment Instrument in observance of conditions regulating the issuance and use of the Payment Instrument as specified in the respective Contract and these Regulations;
- 8.1.2. having found out that the Payment Instrument has been stolen or lost in any other matter, suspecting or obtaining information about illegal acquisition of the Payment Instrument or unauthorized use thereof as well as about the facts or suspicions that personalized security features of the Payment Instrument (including Means of Identification) have become known or might be used by Third Persons, promptly notify the Bank or any other entity specified thereby in observance of conditions regulating the issuance and use of the Payment Instrument as specified in the respective Contract and these Regulations.
- 8.2. The Customer having received the Payment Instrument must promptly take all actions to safeguard personalized security features of the received Payment Instrument.

9. Communication between the Payment Services provider and the Payment Services User

- 9.1. All notifications, statements, reports, notes, confirmations and any other information (hereinafter Notifications) communicated by the Parties to each other must be of simple written form (i.e. prepared in the form of a respective document), excluding the cases established in legal acts of the Republic of Lithuania and/or contracts or other documents submitted to the Bank (applications, questionnaires, etc.), when the Notifications may be communicated verbally or must be of notarial form. Documents communicated using the telecommunications terminal equipment or electronic means of communication (fax, internet, Internet Banking System, etc.) shall be comparable to the documents of written form.
- 9.2. The Bank shall deliver Notifications to the Customer personally or by way of publicizing:
- 9.2.1. Notifications of the Bank delivered personally shall be handed in or communicated orally directly to the Customer, also sent to the Customer by mail, e-mail, fax, communicated by phone and other telecommunications terminal equipment or with the help of the Internet Banking System. If the Notification is communicated verbally, the Bank shall have the right to record the communication and keep its record in the manner established by legal acts of the Republic of Lithuania;
- 9.2.2. Notifications of the Bank communicated by way of publicizing shall be made available in the premises of the divisions of the Bank and on its internet website. Such Notifications may also be published in advertisements in press or other media.
- 9.3. Notifications communicated by the Customer shall be handed in or communicated orally directly to Bank employees and also may be sent to the Bank by mail, fax, phone and other telecommunications terminal equipment, email or with the help of the Internet Banking System. If the Customer communicates the Notification orally, the Bank shall have the right to record the communication and keep its record and/or request the submission of such Notification in written form in the manner established by legal acts of the Republic of Lithuania.
- 9.4. The Bank must guarantee uninterrupted and good quality functioning of the Internet Banking System and website of the Bank (to the extent depending upon the Bank). However, the Bank shall have the right to improve its information systems and eliminated noticed failures, even if this may result and / or results in the interruptions of the provision of information and/or Services. The Bank must plan the works of improvement of its information systems and elimination of their failures and where necessary perform them at night. In cases of exceptional circumstances and/or important reasons the Bank, seeking to prevent the Customer and/or itself from potential losses shall have the right to eliminate the failures of information systems at any time of the day. The works of elimination of failures of the information systems shall be carried out within the shortest possible time. During the improvement and/or elimination of failures of the information systems of the Bank the fulfillment of all obligations of the Bank for the fulfillment of which the information systems are used shall be suspended.
- 9.5. Each Party shall have the right to select the manner of communication of the Notification, excluding the cases stipulated by legal acts of the Republic of Lithuania and/or contracts and other documents furnished to the Bank (applications, questionnaires, etc.). Notification of the Bank communicated by way of publicizing shall be considered as duly delivered and handed in to the Customer, excluding the cases imperatively stipulated by legal acts of the Republic of Lithuania, when the Bank must deliver the Notification to the Customer personally. Information constituting the bank secret may be communicated personally.
- 9.6. Notifications communicated by the Parties shall be deemed as received:
- 9.6.1. when the Notification is communicated orally (including by phone) – at the moment of communicating it by word of mouth;
- 9.6.2. when the Notification is handed in personally – on the day of handing it in;

- 9.6.3. when the Notification is sent by post – within 5 calendar days of the day of its sending and where the Notification is sent or received from outside the boundaries of the Republic of Lithuania – within 14 calendar days of the day of its sending;
- 9.6.4. when the Notification is sent by e-mail, fax, phone and other telecommunications terminal equipment – on the nearest business day after the day of its sending;
- 9.6.5. when the Notification is communicated with the help of the Internet Banking System – on the nearest business day after the day of its sending;
- 9.6.6. a publicized Notification of the Bank – on the day of publicizing it;
- 9.6.7. when the recipient confirms the receipt of the Notification earlier than specified above – on such day confirmed by the recipient.
- 9.7. For the purpose of communication of the Notifications the forename, surname or legal entity's name, addresses, telephone, fax numbers and other references (hereinafter the Contact Details), as specified in the Contract or other documents furnished to the Bank (applications, questionnaires, etc.) shall be used.
- 9.8. If the Bank has concluded a certain Contract with more than one Customer (e.g., the Account opened on behalf of two or more persons), the Bank shall have the right to communicate the Notifications related to such Contract to any of such Customers. Such Customer must forthwith deliver the received Notification to other persons who have concluded the aforementioned Contract with the Bank.
- 9.9. If the Contract or other documents furnished to the Bank (applications, questionnaires, etc.) do not contain the Contact Details of the Customer, the Bank shall have the right to deliver the Notification using the most recent Contact Details specified by the Customer. If the Contract does not contain the Contact Details of the Bank, the Customer shall have the right to deliver the Notification using the Contact Details of the Bank specified on the website of the Bank.
- 9.10. The Parties must forthwith inform each other about changes in their Contact Details. At the request of the Bank the Customer must furnish respective documents supporting the change of the Contact Details. If this obligation is not fulfilled, the Notification communicated on the basis of the most recent details specified to the other Party shall be deemed as duly sent and any obligation fulfilled on the basis of such details as duly discharged. The Bank must inform about changes of its Contact Details by way of Publicizing on its website and/or divisions and/or mass media.
- 9.11. The Parties must forthwith notify each other about all circumstances material for the performance of the Contract. The Customer must submit the documents supporting such circumstances - change of the Customer or Customer's representative, initiation and opening of the Customer's bankruptcy or restructuring case, liquidation, reorganization or restructuring of the Customer, etc., irrespective of whether or not such information has been furnished to the public registers.
- 9.12. The Contract may establish liability of the Parties to communicate certain notifications to each other related with the execution of the Contract on regular basis
- 9.13. If the Customer does not receive from the Bank the Notifications, which it had to receive according to the Contract or for the receipt of which it has submitted a separate request to the Bank, he must immediately inform the Bank to the effect.
- 9.14. Upon receipt of the Notification from the Bank the Customer must forthwith verify the correctness and accuracy of information specified in the Notification and having identified any inconsistencies, irregularities or having found other shortcomings – promptly inform the Bank to the effect. This paragraph shall not apply to those Notifications of the Bank which according to their subject matter, Contract or legal acts of the Republic of Lithuania are not subject to the verification and/or approval by the Customer.
- 9.15. Notifications of the Bank may not be considered as the Bank's obligation and/or proposal to the Customer to conclude the Contract or to use the Services, with the exception of the cases when the Notification explicitly specifies that the Notifications should be considered as such obligation and/or proposal.
- 9.16. The present Regulations and the Charges shall be published in the Lithuanian language and at the request of the Customer and agreement of the Bank the Bank may also furnish the Customer with the aforementioned documents also in other languages acceptable to the Bank. The Contracts shall be concluded in the Lithuanian language. At the request of the Customer and agreement of the Bank the Contracts may be concluded also in other languages. The Bank shall have the right to require from the Customer to refund the costs of translation of the present Regulations and the Charges into the foreign language.
- 9.17. Notifications of the Bank publicized on the website of the Bank shall be drafted in the Lithuanian and English languages. In other cases notifications of the Bank shall be drafted in the Lithuanian language. Notifications of the Bank communicated to the Customer personally shall be drafted in the Lithuanian

language. The Bank shall also have the right to draft such Notifications in the language of the Contract. On agreement of the Bank Notifications of the Bank may be worked out in any other language requested by the Customer but in such case the Bank shall be entitled to require from the Customer to refund the costs of translation of the Notifications into the foreign language.

9.18. Notifications of the Customer shall be worked out in the Lithuanian language. On agreement of the Bank the Customer's Notification may be worked out in any other language but in such case Bank the Bank shall be entitled to require from the Customer to refund the costs of translation of the Notifications into the Lithuanian language.

9.19. Documents submitted to the Bank shall be drafted in the Lithuanian language and/or other language specified by the Bank. If documents submitted to the Bank are drafted in a foreign language, the Bank shall be entitled to require their translation into the Lithuanian language and/or other language specified by the Bank by a competent translator acceptable to the Bank. Additionally, the Bank shall have the right to request the notarization of authenticity of the translator's signature.

9.20. The Bank shall have the right to require that documents drafted abroad are legalized under the order provided for in laws or certified by the Apostille.

9.21. In the event of inconsistencies between the text of the Regulations, the Contract or any other document in the Lithuanian language and in their text in a foreign language, the Lithuanian text shall prevail.

9.22. The Customer shall have the right to get familiarized with the applicable version of the Contract, Charges and the Regulations at any time in the division of the Bank. The aforementioned documents may also be published on the website of the Bank and if they are not published there and upon receipt of a separate request from the Customer they must be furnished to the Customer in written or in other manner acceptable to the Bank.

10. Security and Corrective Measures and Obligations

Obligations of the Customer

10.1. The Customer must promptly notify the Bank in written on the theft or loss of the identification document acceptable to the Bank. This requirement has been set out in order to safeguard funds of the customer from any likely illegal acts of Third Persons.

10.2. The Customer granted the right to use the Payment Instrument must follow the provisions set out in paragraph 8.1 herein.

10.3. The Customer having received the Payment Instrument must follow the provisions set out in paragraph 8.2 herein.

Blocking the Payment Account and/or Payment Instruments

10.4. The Bank shall have the right to block the Payment Account (i.e. fully or partially terminate the Payment Transactions in the Payment Account) and/or the Payment Instrument (i.e. fully or partially prohibit the use of the Payment Instrument):

- due to objectively justified reasons related with the security of funds available in the Payment Account and/or security of the Payment Instrument;
- due to suspected unauthorized or fraudulent use of the funds available in the Payment Account and/or the Payment Instrument or with the increased risk that the Customer might not be able to discharge his payment obligation to the Bank (including the cases when the Payment Instrument and credit are used;
- when the Customer defaults on the conditions of these Regulations and/or the Contract;
- if the Bank has reasonable suspicions that funds available in the Payment Account and/or the Payment Instrument may be illegally used by Third Persons;
- if the Bank has reasonable suspicions that the Payment Account and/or the Payment Instrument might be or has been used for illegal activities;
- if the Bank receives reasonable information about the death of the Customer;
- if the Bank is provided with any contradictory information about persons empowered to represent the Customer;
- if at the Bank's request the Customer fails to furnish required documents or/and information;
- in cases provided for by legal acts of the Republic of Lithuania and the Contract or other agreements concluded with the Bank.

10.5. The Payment Account and/or the Payment Instrument shall be blocked at the Customer's initiative if the Customer submits a respective request to the Bank in written or any other manner acceptable to the Bank or notifies the Bank that the Payment Instrument has been stolen or lost in any other matter or funds available in the Payment Account and/or the Payment Instrument might be or has been used for illegal activities. The Bank shall have the right to require that the Customer's oral request to block the Payment Account and/or the Payment Instrument is later confirmed in written or in any other manner acceptable to the Bank. If the blocking has been initiated by the Customer, the Bank shall lift the blocking of the Payment Account and/or the Payment Instrument when the Bank receives a written request of the Customer, unless the Contract establishes otherwise. The Bank shall have the right to replace the blocked Payment Instrument by a new one.

10.6 In cases provided for in point 10.4 of the Regulations the Bank shall notify the Customer in written or in any other manner acceptable to the Bank about the blocking of the Payment Account and/or Payment Instruments and the reasons of such blocking, doing its best to notify the Customer before the blocking and no later than immediately after the blocking, except in cases when the provision of such information would impair the safeguards or is prohibited by virtue of legal acts of the Republic of Lithuania.

10.7 The Bank shall lift the blocking of the Payment Account and/or the Payment Instrument (or shall replace it by a new one) when the reasons for blocking cease to exist.

10.8 The Bank shall not be held liable for the Customer's losses incurred as a result of blocking of the Payment Account and/or the Payment Instrument and shall not pay to the Customer the penalty specified in the Regulations and/or Contract, if such blocking has been performed in observance of the procedure established in the Regulations and/or Contract and according to the terms of the aforementioned documents.

Liability for Unauthorized Payment Transactions

10.9. When the Customer is a User and denies having authorized the executed Payment Transaction or argues that the Payment Transaction was executed incorrectly, the Bank shall have the duty to prove that the authenticity of the Payment Transaction was approved, it has been duly registered, entered into accounts and was not affected by technical or other failures.

10.10. When the Customer is a User and denies having authorized the Payment Transaction executed in the currency of the Member State in the Republic of Lithuania or to or from any other Member State, the use of the Payment Instrument registered by the Bank shall not be a sufficient proof that the Customer has authorized the Payment Transaction or acted fraudulently or with intent, or by gross negligence has failed to fulfill one or more obligations established under points 10.2 – 10.3 herein. When the Customer is not a User and/or the Payment Transaction has been executed in the currency of the Member State to or from a foreign country or in a foreign currency, the use of the Payment Instrument registered by the Bank shall be a sufficient proof that the Customer has authorized the Payment Transaction.

10.11. If the Customer is a User, he shall bear the losses relating to unauthorized Payment Transactions up to EUR 150 equivalent in litas resulting from:

- the use of a lost or stolen Payment Instrument;
- misappropriation of the Payment Instrument, if the Customer has failed to keep the personalized security features safe.

If the Customer is not a User and/or the Payment Transaction is executed in the currency of the Member State to or from a foreign country or in the currency of the foreign country, the Customer shall bear all losses incurred due to reasons mentioned in this paragraph.

10.12. The Customer shall bear all losses relating to unauthorized Payment Transactions if he incurred them by acting fraudulently or by failing to fulfill one or more of his obligations under items 10.2 – 10.3 herein with intent or gross negligence.

10.13. After the Customer furnishes the Bank with the Notification referred to in point 10.5, the Customer's losses resulting from lost, stolen or misappropriated Payment Instrument shall be compensated by the Bank, with the exception of the cases when the Customer acted fraudulently. Provisions of this point shall not apply to the Customer who is not a User.

10.14 If the Bank does not provide appropriate means for the notification at all times of a lost, stolen or misappropriated payment instrument, the Bank shall bear the losses resulting from unauthorized use of the Payment Instrument, except where the Customer has acted fraudulently. Provisions of this item shall not apply to the Customer who is not a User.

Revision of Notifications on Executed Payment Transactions

10.15 The Customer must revise the information about Payment Transactions executed in his Payment Account at least once a month. The circumstance that the Customer has not requested for the statement to be sent shall not exempt the Customer from this liability.

10.16 The Customer must notify the Bank in written on unauthorized or improperly performed Payment Transactions, also on any other mistakes, inconsistencies, irregularities in the statement. The Notification must be furnished immediately but no later than within 60 (sixty) calendar days from the day the Bank, to the Customer's opinion, has performed an unauthorized Payment Transaction or has executed the Payment Transaction in an improper way.

10.17 If the Customer is a User, he must notify the Bank in written immediately on any unauthorized or improper Payment Transaction in the currency of the Member State in the Republic of Lithuania or to other Member State but not later than within 13 (thirteen) months from the date of debiting from the Payment Account. If the Customer is not the User and/ or the Payment Transaction has been executed in the currency of the Member state to or from the foreign country or in a foreign currency, the notification indicated herein must be submitted to the Bank by the Customer within the term established in point 10.16.

10.18 If the Customer fails to submit Notifications within terms established in points 10.16-10.17 it shall be considered that he unconditionally agrees to Payment Transactions performed in the Payment Account.

10.19 The terms established in points 10.16-10.17 herein shall not apply if the Bank fails to provide the Customer with the information about the unauthorized or improperly executed Payment Transaction or to create conditions to familiarize the Customer with it.

Other liabilities

10.20 Having received the notification from the Customer within the term established in point 10.16-10.17 herein and determined that the Customer has not authorized the Payment Transaction, the Bank shall immediately return the amount of the unauthorized Payment Transaction to the Customer and reestablish the balance of the Payment Account the amount was debited from to the one as so the unauthorized Payment Transaction would have not been performed, except for cases stipulated in these Regulations when the Customer bears the liability for an unauthorized Payment Transaction.

10.21 If the Customer, submitting a Payment Order for the execution, indicates the Unique Identifier, such Payment Order shall be deemed to be fully performed if it has been executed according to the Unique Identifier. If the Unique Identifier indicated by the Customer is incorrect, the Bank shall not be held liable for nonperformance or improper Payment Transaction; however it shall endeavor to take back funds of the Payment Transaction.

10.22 If the Customer not only indicate the Unique Identifier but also provides additional information, the Bank shall be held liable for the execution of Payment Transactions according to the Unique Identifier indicated by the Customer.

10.23 If the Customer (Payer) has initiated a Payment Order, the Bank shall be held liable for a proper execution of the Payment Transaction. If the Bank is able to prove to the Customer (Payer) and to the Beneficiary's Payment Services Provider in some cases that the Beneficiary's Payment Services Provider has received the Payment Transaction amount, the Beneficiary's Payment Services Provider shall be liable for the proper execution of the Payment Transaction.

10.24 If the Bank, as the Payer's Payment Services Provider, shall bear liability based on point 10.23, it shall return the amount of non-performed or improperly performed Payment Transaction to the Customer (Payer) or reestablish the balance of the Payment Account the amount was debited from to the one as so the unauthorized Payment Transaction would have not been performed.

10.25 If the Bank, as the Payer's Payment Services Provider, shall bear liability based on point 10.23, it shall immediately credit the Payment Transaction amount into the Customer's (Beneficiary's) Payment Account and/or create conditions for the Customer (Beneficiary) to dispose it. .

10.26 In case the Payment Transaction initiated by the Customer (Payer) according to the Payment Order is not performed or performed improperly, the Bank, as the Payer's Payment Services Provider, in all cases at the Customer's (Payer's) request must immediately take measures to find out the reasons and notify the Customer (Payer) on the search results. .

10.27 The Bank, as the Payer's Payment Services Provider, shall be liable to the Customer (Beneficiary) for a proper transfer of the Payment Order to the Payer's Payment Services Provider and administration of the Payment Transaction according to point 6.8.6 herein.

10.28 If the Payment Transaction the Beneficiary's Payment Services Provider shall not be held liable for according to point 10.27 is not executed, the Bank shall be liable to the Customer (Payer) and return

immediately the amount of the non-performed Payment Transaction to the Customer (Payer) or reestablishes the balance of the Payment Account the amount was debited from. .

10.29 If the Payment Transaction initiated by the Customer (Beneficiary) or through the Customer (Payer) is not performed or is performed improperly, the Bank, as the Beneficiary's Bank, in all cases at the Customer's (Payer's) request shall have to take immediate measures to find out the reasons and notify the Customer (Beneficiary) of the search results.

10.30 The Bank shall be liable to the Customer for the Commission Fees and Interest falling to the Customer due to nonperformance of the Payment Transaction or its improper performance by the Bank's fault.

10.31 Provisions of points 10.23-10.30 herein shall apply in the case when the Customer is a User and the Payment Transaction is executed in the currency of the Member State to or from the Member State. When the Customer is not a User and/or the Payment Transaction is executed in the currency of the Member State to or from the foreign country or in a foreign currency, the Bank shall be held liable for improper performance of such Payment Transaction only in case the Payment Transaction has been performed improperly due to the Bank's fault and the Bank shall not be held liable for mistakes or illegal actions of intermediaries or other persons.

10.32 For the delayed execution of the Payment Transaction or unreasonable restriction of funds available in the Payment Account due to the Bank's fault, at the Customer's request, the Bank shall pay the Customer the penalty of 0,02 percent for each delayed day of the amount of the delayed or unreasonably restricted by the Bank Payment Transaction.

10.33 The Bank shall not be held liable for additional costs of the Customer or indirect damages (non-received earning, income etc) related with the non-performed or improperly performed Payment Transaction. The Bank shall be liable for direct damages incurred by the Customer due to the Bank's fault only.

10.34 The Bank or Customer shall be exempted from liabilities in case of circumstances of superior forces (force majeure).

10.35 The Bank shall not be held liable for completeness of the Payment Order references. The Payment Services User who initiates such Payment Order shall be liable for incompleteness of its references.

10.36 The Bank shall not be held liable for mutual claims of the Beneficiary and the Payer and shall not settle them The Customer may lay claims to the Bank on nonperformance or improper performance of the Bank's obligations only.

10.37 If the Payer lay claims to the Bank on a Payment Transaction unauthorized by him and performed by the Bank where the Beneficiary is the Customer, such Customer (Beneficiary), as the Beneficiary of funds of the mentioned Payment Transaction without any grounds for this, must immediately refund them to the Bank and shall agree that the Bank debits funds received by the Customer from his accounts in the Bank.

11 Conditions of refund of amounts of Payment Transactions initiated y or through the Beneficiary

11.1. The Customer (Payer) shall be entitled to recover from the Bank full amount of the executed Payment Transaction initiated by or through the Beneficiary, if both the following conditions are met:

11.1.1 a precise amount of the Payment Transaction was not specified when authorizing the Payment Transaction;

11.1.2. the Payment Transaction amount exceeds the amount which could have been reasonably expected by the Customer (Payer) in consideration of his previous expenses, Contractual Conditions and other circumstances, except those related with currency conversion, when the Payment Transaction was executed applying the currency exchange agreed upon by the Customer (Payer) and the Bank. If the Customer (Payer) giving the Consent to execute the Payment Transaction initiated by or through the Beneficiary indicates maximum permitted amount of such Payment Transactions (one Payment Transaction or series of such Payment Transactions executed during a certain period), the Customer (Payer) shall be considered as having reasonably expected such maximum amount of these Payment Transactions.

11.2. At the request of the Bank the Customer (Payer) must forthwith provide information about conditions specified in points 11.1.1 – 11.1.2.

11.3. The Customer (Payer) shall not be entitled to the refund of amounts of Payment Transactions initiated by or through the Beneficiary under item 11.1, if the Payer has given Consent directly to the Bank and the Bank or the Beneficiary has furnished the Customer (Payer) in the agreed manner with the information

about future Payment Transaction or created conditions to get familiarized with it at least 4 (four) weeks before the planned execution of the Payment Transaction.

11.4. The Customer shall have the right to ask the Bank to refund the amount of Payment Transaction initiated by or through the Beneficiary within 8 (eight) weeks of the day on which the funds were debited from the Payment Account.

11.5. The Bank upon receipt of the request of the Customer to refund the Payment Transaction amount shall refund full amount within 10 (ten) Business Days or specify the reasons due to which it refuses to refund such amount and the procedure of appealing against such refusal. If the Payment Transaction amount is refunded to the Payer the Commission Fees paid to the Bank and related with the execution of such Payment Transaction shall not be refunded.

11.6. If in case indicated in point 11.1 the Beneficiary is a Customer, such Customer, having received the request from the Bank, must immediately furnish the Bank with the documents and information specified thereby pertaining to the Payment Transactions provided for in point 11.1.

11.7. When the Payment Transaction amount is refunded by the Bank to the Payer in cases and manner specified in points 11.1 – 11.5, the Beneficiary (Customer) of such Payment Transaction amount must immediately return to the Bank the amount of the aforementioned Payment Transaction transferred to his (Beneficiary's) Account and agrees with the debiting of funds of such Payment Transaction from his (Beneficiary's) Accounts.

11.8. The Customer (Payer) who is not a User shall not be subject to the provisions of points 11.1 – 11.7 and shall not be eligible to recover the amount of the Payment Transaction mentioned in point 11.1. The Customer (Payer) shall also not be eligible to recover the amount of the Payment Transaction mentioned in point 11.1, if such Payment Transaction is executed in the currency of the Member State to a foreign country or in the currency of the foreign country.

12. Changes of Contracts, these Regulations and the Charges

12.1. The Bank shall have the right to unilaterally change the Framework Contract concluded with the Customer, the present Regulations or the Charges. The Bank shall notify the Customer about the changes which worsen the Customer's situation no later than 60 calendar days if the Customer is a User and 30 calendar days if the Customer is not a User in advance of enforcement of the changes, unless the Parties have agreed otherwise. The Bank shall have the right to notify the Customer about the changes which do not worsen the Customer's situation disregarding the time limits established above in this paragraph. The Bank's Notification referred to in this paragraph shall be delivered personally or by way of publicizing in the division of the Bank, on the website of the Bank. Such Notification communicated by way of publicizing shall be considered as due (written) information of the Customer about the unilateral change of the Framework Contract, Regulations or Charges. It shall be considered that the Customer agrees with such changes if prior to the day of enforcement thereof the Customer does not notify the Bank of his disagreement with the changes. In this case the Customer shall have the right to immediately terminate the Framework Contract which is directly related with such changes notifying the Bank in written or in any other manner acceptable to the Bank about termination of such Framework Contract prior to the day on which the application of such changes begins without paying the Commission Fee if the Customer is a User and paying the Commission Fee if the customer is not a User.

12.2. If the Customer does not exercise the right to terminate the Framework Contract before enforcement of the changes it shall be considered that the Customer agrees with changes introduced by the Bank.

13. Validity and Termination of Contracts

13.1. The Framework Contract shall be valid for unlimited term, unless otherwise established therein.

13.2. The Single Payment Contract shall be valid until the execution of the Payment Transaction stipulated in the Single Payment Contract.

13.3. Other contracts on Payment Services Provision shall be valid for the term indicated therein and may be terminated under the order set out therein.

13.4. The Customer shall have the right to terminate the Framework Contract warning the Bank of the termination no later than 30 (thirty) calendar days in advance of its termination.

13.5. The Customer, who is a User, terminating the Framework Contract concluded for a term longer than 12 (twelve) months or for unlimited term within 12 (twelve) months of its conclusion, shall not pay any

Commission Fee. In all other cases the Customer, as well as the Customer who is not a User, shall pay the Commission Fee for the termination of the Framework Contract established in the Charges.

13.6. The Bank may terminate the Framework Contract notifying the Customer, who is a User, about the termination no later than 60 (sixty) calendar days in advance and if the Customer is not a Consumer – 30 (thirty) calendar days in advance of its termination, excluding the cases when laws of the Republic of Lithuania and/or the Framework Contract establish otherwise.

13.6.1. The Bank shall have the right to terminate the Framework Contract in the following cases:

13.6.1.1. the Customer violates the Framework Contract or any other Contract;

13.6.1.2. on the moment of conclusion or execution of the Contract, the Customer provides the Bank with incorrect, incomplete information or refuses to provide the Bank with the required information at all;

13.6.1.3. no transaction has been performed in the Customer's Payment Account for more than one year;

13.6.1.4. in case of changes in the information contained in the documents provided to the Bank, the Customer fails to provide (update) it and this information was relevant for conclusion of the Framework Contract;

13.6.1.5. at the Bank's request, the Customer fails to provide it with the data regarding his financial situation if such data is relevant to the Bank for taking a decision on the credit or other services provision;

13.6.1.6. the Customer fails to notify the Bank on circumstances that can have a negative impact on a proper performance of the Customer's obligations;

13.6.1.7. the Bank reasonably suspects that the Customer is related to money laundering or any other illegal actions;

13.6.1.8. the Bank is reasonably aware of the Customer as unreliable;

13.6.1.9. the Customer avoids or refuses to provide information at the Bank's request and within the established terms on the nature of funds or assets and any other additional data.

13.7. the Bank, having thoroughly assessed all circumstances known to it, shall be entitled to unilaterally terminate the Framework Contract, as well as due to any other relevant reasons or material breaches of the Framework Contract or other agreements. In this case the Bank shall be entitled to terminate the Framework Contract immediately without any notice to the Customer prior to the term established in point 13.6. The Bank shall immediately notify the Customer on such termination of the Framework Contract.

13.8. The Commission Fee paid for Payment Services on the regular basis shall be paid by the Customer in proportion till the day of the termination of the Framework Contract. If the Commission Fee has been paid in advance it shall be refunded in proportion, if the Customer is a User.

13.9. Upon the termination of the Framework Contract, the Customer shall return the cheque book to the Bank if it was issued to the Customer by the Bank and it still contains unused cheques.

13.10. Upon the termination of the Framework Contract, the Payment Account shall be closed and the balance in the Payment Account shall be transferred at the Customer's request to other account indicated in the application or paid in cash to the Customer in the cash office of the Bank. If a proper order of the Customer has not been received, the Bank shall transfer the funds to the internal accounts of the Bank.

13.11. The Framework Contract may not be terminated if funds available in the Payment Account are seized or the Customer's right to dispose them is restricted otherwise.

13.12. Having received the Notification by the Bank from the Public Institution the Center of Registers on the Customer's (legal entity's) recording out of the Register of Legal Entities, the Framework Contract shall be deemed as expired from the receipt of such Notification without any separate notice and this is a basis to close the Payment Account. If the Customer's Payment Account contains any balance of funds, it shall be transferred to the internal accounts of the Bank.

13.13. The termination of the Framework Contract shall not exempt the Customer from a proper performance of his all obligations to the Bank arising before such termination. The execution of Payment Transactions initiated according to the Framework Contract before its termination shall be completed following the provisions valid before the termination of the Framework Contract, unless the Bank and the Customer have agreed otherwise.

14. The Customer's Personal Data Management

14.1. The Customer shall agree that his personal data, including the natural person identification number, would be managed by the Bank for purposes of the Payment Services Provision and to safeguard the prevention of fraud in payments, investigation and identification within the scope of the execution of the Framework Contract and in cases stipulated and under the order set out in laws of the Republic of Lithuania regarding provision of information to Third Persons for purposes of debt administration and recovery, data

preservation, and shall agree that this data shall be provided to Third Persons under the order set out in laws of the Republic of Lithuania and the present Regulations.

14.2. The Bank shall provide Third Persons with Personal Data of the Customer for the purposes to execute a Payment Transaction and submit the data on it:

14.2.1. the Payer's data - to the Payer's Payment Services Provider and the Beneficiary;

14.2.2. when funds transfers are executed – to the Operator of the Payment System;

14.2.3. when funds are transferred to Member States or foreign countries – to Intermediary Banks, International Payment Organizations.

14.3. The Bank shall also provide the Personal Data to other persons in cases established in laws of the Republic of Lithuania when it is mandatory.

14.4. The Customer shall acknowledge that he is informed about his right to be familiarized with his Personal Data managed in the Bank and the right to request correcting any erroneous, incomprehensive and inconsistent Personal Data

15. Protection of Rights of the Customer

15.1. The Contracts, the present Regulations and the Charges shall be governed by the Law of the Republic of Lithuania.

15.2. Claims of the Customer with regard to the actions of the Bank whereby the latter might have violated the requirements of laws, Contracts and/or legitimate interests of the Customer shall be investigated by the Bank. Disputes shall be settled by way of negotiations.

15.3. The Bank shall analyze the claim lodged by the Customer and notify the latter of the decision made within the time limit which may not be longer than 30 (thirty) calendar days from the receipt of the claim.

15.4. The Bank shall investigate the Customer's claims free of charge.

15.5. In the event the Customer is not satisfied with the decision of the Bank or the Customer does not receive any answer from the Bank, the Customer shall have the right to apply to courts of the Republic of Lithuania in the manner established by laws of the Republic of Lithuania. If the Customer's address (domicile) is outside the Republic of Lithuania or the Customer is a legal entity, disputes not settled by way of negotiations shall be settled in the manner established by laws of the Republic of Lithuania in the manner established by laws of the Republic of Lithuania by a competent court in Vilnius City according to the head office address of the Bank. The Customer who is a User shall also have the right to apply to the State Consumer Rights Protection Authority in the manner established by laws.