

## GENERAL TERMS AND CONDITIONS OF CREDIT CONTRACT

Recast No. 1, valid from August 11, 2021

### 1. GENERAL TERMS AND CONDITIONS

#### 1.1. CONCEPTS AND ABBREVIATIONS

**Bank** – SME Bank, UAB, company code 305223469, address Antano Tumėno str. 4-15, Vilnius, LT-01109.

**Pledge (Mortgage) Contract** is a contract by which, in accordance with the terms and conditions specified in the law, the Pledged assets are pledged in favor of the Bank, aiming to secure the fulfillment of the obligations under the contract. The Parties agree that Compensatory interest and any losses incurred by the Bank because of a failure to fulfill or properly fulfill obligation, secured by pledge (mortgage), are secured by maximum pledge (mortgage), the amount of which is specified in the Special Terms and Conditions of the Contract.

**Pledged Asset** is real estate (i.e., an apartment, residential house, land-plot), specified in the Special Terms and Conditions of the Contract, or other asset, accepted by the Bank, which is used to secure the fulfillment of Borrower's obligations under the Contract.

**Commitment Fee** is calculated from the amount of Credit that was not taken, considering a year has 360 days and a month has the number of calendar days. Commitment fee is calculated from the day of signing the Contract until the end of the term for taking out the respective Credit.

**Payment Day** is a calendar day, except for official holidays and weekends (Saturdays and Sundays). In the event where the payment day is on an official holiday or the weekend, the Payment Day is considered the following day after the official holiday or the day off.

**Credit** is a crediting facility of the Bank which provides the Borrower the right to take and repay the Credit or a part of it without exceeding the Credit amount specified in the Contract and in accordance with the terms for repaying the Credit under the terms and conditions of the Contract. In the event when the Borrower repays the Credit in part or in full in accordance with the terms specified in the Contract or earlier, the Borrower does not have a right to take the Credit again. Credit amount is specified in the Special terms and conditions of the Contract. Credit amount is the amount of money that Bank undertakes to provide for a specified purpose, and the Borrower undertakes to repay in accordance with the terms and conditions specified in the Contract.

**Credit Administration Fee** is the fee paid by the Borrower for the benefit of the Bank for the preparation and administration of the Credit Contract and is specified in the Special Terms and Conditions of the Contract.

**Credit Contract (hereinafter – Contract)** is these general terms and conditions, Special Terms and Conditions of the Contract, Payment Schedule, other annexes, and subsequent additions and (or) changes of the Contract. If the full Credit is repaid by the end of Credit repayment term (there are no more Payment days under the Payment Schedule), Payment schedule is not concluded.

**Guarantee** is a guarantee by a particular person, specified by the Bank, and/or a guarantee in a form and content, specified by the Bank, by a person (Guarantor) that owns enough assets to fulfill the obligation, which is used to secure the fulfillment of Borrower's obligations under the Contract, as well as the documents that ensure the Guarantor's (Guarantors') right to conclude a corresponding surety agreement (if applicable).

**Guarantor** is a person that guarantees to the Bank (if a separate surety agreement is concluded) the proper fulfillment of Borrower's obligations under the Contract.

**Payment Schedule** is a schedule that specifies the installments payable by the Borrower to the Bank each month.

**Interest** is the interest paid by the Borrower to the Bank as it is specified in the Special Terms and Conditions of the Contract for the use of the monetary funds provided by the Bank and is calculated from the factual Credit amount taken and not yet repaid.

**Compensatory (Default) Interest** is interest, paid additionally by the Borrower to the Bank, in the event where the Borrower fails to pay the Bank the amounts payable under Contract in accordance with the deadline or if the Bank initiates the termination of the Contract due to the Borrower's fault, as specified in the Special Terms and Conditions of the Contract. The Compensatory (default) Interest is calculated for all amounts that the Borrower failed to pay on time.

**Basic Interest Rate** is a share of the interest base in percentage, published on Thomson Reuters and (or) other information base on the day of changing the interest as specified in the Special Terms and Conditions of the Contract.

**Margin** is a percentage of margin decided upon by the parties for the Bank's borrowing risk, profits, and costs, set on the day of concluding the Contract and valid until all obligations are fulfilled.

**EURIBOR** is the interbank market interest rate published by European Money Markets Institute or other officially appointed organization. The value used for calculating interest is the EURIBOR value of basic interest rate for the period published two Business days before recalculating the interest. In the event where, on the second business day before changing the basic interest rate, the value of basic interest is not published, the closest previously published value of basic interest is used. If the published EURIBOR value is negative, i.e., less than 0 (zero), for the purpose of calculating Credit interest rate, it will be considered that EURIBOR value is 0 (zero).

**Account** is the Borrower's bank account, opened and kept in the Bank, to which the Credit is transferred, and where funds, required for fulfilling payments under the Contract, are stored, and from which the payments are fulfilled under the terms and conditions specified in the Contract.

**Security Measures** are measures specified or not specified in the Contract for securing the fulfillment of Borrower's obligations under the Contract that have been or must be provided to the Bank.

## 1.2. EXPLANATION

- 1.2.1. The titles of the sections and the articles of the Contract are intended for a more convenient use of the Contract and shall not be used for the purpose of interpreting the Contract.
- 1.2.2. Depending on the context, the concepts used in the Contract may be used in the plural, and vice versa.
- 1.2.3. The concepts defined in the 'Concepts and Abbreviations' Section of the Contract hereinafter shall be capitalized and used in the meaning defined in Clause 1.1. unless the context requires a different interpretation.

## 2. GENERAL TERMS AND CONDITIONS FOR GRANTING A CREDIT

- 2.1. The Bank undertakes to grant the Borrower the Credit upon the proper fulfillment of all the preliminary conditions specified below:
  - 2.1.1. The Borrower has paid the full Credit Administration Fee to the Bank.
  - 2.1.2. The Borrower submitted all proper Security Measures to the Bank on acceptable conditions and, when required by the legislation of the Republic of Lithuania, registered them with the competent national authority.
  - 2.1.3. The Borrower has submitted the insurance contract, specified in the Special Terms and Conditions of the Contract, to the Bank, if there is a Borrower's obligation in the Special Terms and Conditions of the Contract to conclude a respective insurance contract and the insurance contract is valid for the entire period of the Contract.
  - 2.1.4. The Borrower has submitted the documents in a manner accepted by the Bank: Borrower's operation documents, a decision by a competent Borrower's body to

conclude the Contract and contract conditions, the authorization of director's appointment or the authorized person, personal ID document, a decision by a competent Borrower's body to conclude the surety agreements, the newest audited and interim reports and other documents required by the Bank.

- 2.1.5. It does not become apparent that statements and confirmations, specified in the Contract by the Borrower, are incorrect and/or false.
  - 2.1.6. There are no reasons to terminate the Contract or no other circumstances become apparent that would raise doubts about the potentiality of repaying the Credit and/or properly fulfilling other obligations under the Contract by the Borrower and/or Guarantor.
  - 2.1.7. The Borrower and/or persons, guaranteeing for Borrower's obligations, have fulfilled all conditions for granting the Credit specified directly in this Contract and/or its annexes.
  - 2.1.8. The Borrower has fulfilled and is continuing to fulfill all obligations specified in the Contract.
- 2.2. The Bank has the right to, at its own discretion, provide the credit irrespective of whether the advance terms and conditions have been fulfilled or not, as well as postpone the fulfillment of advance terms and conditions.
  - 2.3. If, before the disbursement of the Credit funds, any of the conditions specified in Clause 2.1. of the General Terms and Conditions of the Contract are not fulfilled and/or negative information was received about Borrower's solvency (i.e., information about Borrower's struggles with the fulfillment of financial obligations, negative Borrower's financial indicators, Borrower's indebtedness to public authorities or applied seizures, etc.), the Bank has the right to stop the disbursement of the Credit funds and unilaterally terminate the Contract. The Bank is not obliged to specify the reasons for such decision. In such an event, the Bank has the right to terminate the Contract from the day specified in the Bank's notice. In such an event, fees paid to the Bank by the Borrower under the Contract (Credit Administration Fee, any fees related to the provision of Safety Measures, such as the notarization, registration, and deregistration in a pledge institution of the Pledge (Mortgage) contract, including its changes, assessment of Pledged Assets (and reassessment of them), insurance, etc.) are not refunded and losses, incurred by the Borrower (if any), are not reimbursed. If the Credit Administration Fee has not been paid, the Borrower must pay it to the Bank.
  - 2.4. The Borrower has the right to refuse to take the Credit in full or in part by informing the Bank in advance in writing, if the Borrower pays all amounts payable to the Bank (including, but not limited to Credit Administration Fee, Commitment Fee, specified in the Special Terms and Conditions of the Contract).
  - 2.5. If, by the end of the term for taking the Credit, specified in the Special Terms and Conditions of the Contract, the Borrower does not take the full amount of the Credit, then all repayable shares of the Credit are proportionally reduced by the amount of the Credit that the Borrower did not take.
  - 2.6. The Borrower has the right to take the full amount of the Credit by the end of the term for taking the Credit, specified in the Special Terms and Conditions of the Contract. Once the term for taking the credit is due, the Bank has the right not to issue the Credit solely for missing the deadline.
  - 2.7. The Bank is not responsible for material or any other (direct or indirect) losses incurred by the Borrower and related to the disbursement of Borrower's funds, if, by not granting the Credit, the Bank acted in accordance with the terms of Contract.

### **3. CREDIT REPAYMENT**

- 3.1. The Borrower undertakes to repay the Bank the full Credit, granted to the Borrower under the Contract, in amounts and terms, specified in the Payment Schedule (if applicable), starting to repay from the beginning of Credit repayment date specified in the Special Terms and Conditions of the Contract, and to return the Credit taken in full no later than by the final term for repaying the Credit.
- 3.2. Unless it is specified differently in the Special Terms and Conditions of the Contract or in the Annexes to the Contract, the Credit repayments and Interest, specified in the Special Terms and Conditions of the Contract, are made every month on the Payment Day specified in the Payment Schedule. The Bank calculates the amount of the payments and makes the Payment Schedule and makes any changes unilaterally.
- 3.3. All Borrower's payments must be made into the bank account of the Bank, specified in this Contract, in the same currency the Credit has been disbursed, unless separate provisions of the Contract clearly specify differently.
- 3.4. The Borrower irrevocably agrees for the Bank to debit all Borrower's payments under the Contract once the payment terms for such payments are due from the Account. It is considered that amounts payable by the Borrower under the Contract are paid to the Bank from the moment the payable amounts have been debited from the Account.
- 3.5. If the Account balance is not sufficient, the Bank has the right to debit the deficient amount of money from other Borrower's accounts.
- 3.6. If the currency of the credit and that of Account funds differ, the Bank debits the amount of funds required to pay the payments to the Bank from the Account in accordance with the exchange rate set for the currency of funds in the Account and that of credit set by the Bank on the day of debiting.
- 3.7. The Borrower has the right, upon notifying the Bank in writing and no later than before 30 (thirty) days, to repay the Credit or a part of it before the final term specified in the Special Terms and Conditions of the Contract and/or Payment Schedule. If the Borrower repays the Credit or a part of it before the term specified in the Special Terms and Conditions of the Contract and/or Payment Schedule, the Borrower must, together with the Credit repaid (or a part of it), pay the Bank the fee for premature repayment of the Credit, specified in the Special Terms and Conditions of the Contract. If the Borrower repays the Credit or a part of it before term specified in the Special Terms and Conditions of the Contract and/or Payment Schedule and does not notify the Bank in the manner specified in this Clause, the Borrower undertakes to pay full interest that the Borrower would have had to pay the Bank for the amount of the Credit that is repaid in advance until the repayment date set in the Contract or the annexes.
- 3.8. If the Borrower repays a part of the Credit before the set term, it is considered that the Borrower repaid those parts of the Credit for which the repayment terms specified in the Credit Contract are the earliest.
- 3.9. In the event where the Borrower is indebted to the Bank both under the Contract and under other contracts concluded between the Bank and the Borrower, and if the Bank receives a smaller amount from the Borrower than the full amount payable to the Bank by the Borrower, then the Bank, irrespective of payment purpose, specified by the Borrower, will at its discretion decide which obligations and in which order will be covered with the amount received by the Bank.

### **4. CALCULATING AND PAYING THE INTEREST**

- 4.1. For the entire period of the use of the monetary Credit funds of the Bank, until the set terms of the repayments of the Credit, the Borrower pays the Bank Interest, specified in the Special Terms and Conditions of the Contract, and calculated from the factually granted

and not yet repaid Credit amount. When calculating Interest for each factual month, it is considered that such respective month has a factual number of calendar days, and the year has 360 (three hundred sixty) days.

- 4.2. The Interest is calculated from the first day of granting the Credit until the final day of the Credit repayment term to the Bank, specified in the Contract or its annexes. Unless the Special Terms and Conditions of the Contract and/or Payment Schedule specifies differently, the Interest is paid in accordance with the following conditions:
  - 4.2.1. The first Interest, calculated for the period from the factual day of granting the Credit or a part of it, until the closest following Payment Day, is paid on that Payment Day.
  - 4.2.2. Other Interest, calculated for the period from each Payment Day (inclusive) until the following Payment Day, is paid for the previous period on each Payment Day.
  - 4.2.3. In the event where the full Credit repayment date does not match the Payment Day, all calculated Interest must be paid on the Credit repayment to the Bank day.
- 4.3. If any of the amounts payable under the Contract were not paid to the Bank on time, or if the Bank initiates the termination of the contract because of Borrower's fault, in order to compensate the damage incurred by the Bank and to compensate the losses incurred by the Bank, also if the payment terms are missed because of increased risk of the Borrower, the Borrower pays the Bank Compensatory Interest, specified in the Special Terms and Conditions of the Contract. For the sake of clarity, the Parties agree that, for the entire period from the end of any term of Credit repayment, or from the day of termination of the Credit contract, until the factual repayment of such amounts, the Borrower only pays Compensatory Interest.

## **5. COMMITMENT AND ADMINISTRATION FEES**

- 5.1. The Commitment Fee is calculated from the amount of Credit that is not taken, considering that the year has 360 days and a month – the amount of calendar days. The Commitment Fee is calculated from the day of signing the Contract until the end of term of taking the respective Credit.
- 5.2. The Commitment Fee is paid on each month in accordance with the terms and conditions of interest payments specified in the Contract.
- 5.3. The Borrower undertakes to pay the Bank a one-time Administration Fee, specified in the Special Terms and Conditions of the Contract, on the day of signing the Contract. The Administration Fee is not refundable even in the events where the Bank decides to terminate the Contract or not to disburse the Credit. The Bank has the right to postpone the payment of Borrower's administration fee for legal persons (clients) until the following payment of respective contract and, for working capital loans, to write off the client's administration fee from the disbursed credit amount.

## **6. RIGHTS AND OBLIGATIONS OF THE BORROWER**

- 6.1. The Borrower has the right to:
  - 6.1.1. In accordance with the terms and conditions, specified in this Contract, repay the Credit in full or in part before the repayment terms specified in the Special Terms

and Conditions of the Contract and/or Payment Schedule.

- 6.1.2. Familiarize with the personal data of themselves and their employees that is processed by the Bank, and to require fixing the personal data if it is false, incomplete, or inaccurate, and to stop the processing such data (except for its storing) if it was determined that the processed personal data is false, incomplete, or inaccurate. In the event where the Borrower, upon familiarizing with own personal data, determines that the personal data is processed illegally, unfairly, has the right to require in writing for the Bank to immediately destroy illegally or unfairly acquired personal data and to stop processing actions of such personal data except for its storing.
- 6.1.3. Address the Bank in writing requesting to change of the terms and conditions of the Credit if the Borrower cannot properly fulfill the financial obligations undertaken with the Contract.
- 6.1.4. Execute other rights foreseen in the Contract and/or in the legislation of the Republic of Lithuania.

6.2. The Borrower undertakes:

- 6.2.1. To use the Credit for the purpose specified in the Special Terms and Conditions of the Credit Contract.
- 6.2.2. To conclude Security Measures agreements with the Bank, specified in the Special Terms and Conditions of the Contract, and/or ensure their conclusion (if a third party secures the fulfillment of obligations under the Contract) and, if the legislation of the Republic of Lithuania requires, register the Security Measures agreements with respective authorities. Borrower's obligations, specified in this Clause, also include the submission of all documents, required to properly conclude the Security Measures agreements.
- 6.2.3. To pay for preparing, concluding, changing, supplementing, assessing, registering of Security Measures agreements, and any other expenses and fees, arising from them, including, but not limited to Pledge (Mortgage) contract notarization and registering in the Mortgage registry, and to pay the fees for changes and deregistration.
- 6.2.4. To accept and repay the Credit in accordance with the terms, specified in the Contract, together with payable Interest, and to complete other payments to the Bank, specified in the Contract.
- 6.2.5. To pay Compensatory Interest upon failure to pay the Bank the amounts payable under the Contract. The Compensatory Interest is specified in the Special Terms and Conditions of the Contract and are to be paid from the amount of the Credit that has not been repaid, until the indebtedness is paid for in full, irrespective of the termination of the Contract.
- 6.2.6. To immediately compensate the Bank any expenses arising from forced recovery of the indebtedness under the Contract.
- 6.2.7. Without the advance written agreement by the Bank, the Borrower cannot:
  - 6.2.7.1. Sell, gift, exchange or otherwise transfer, pledge, lease, lend for use or otherwise give the Pledged assets to third parties (to dispose it), worsen its conditions, complicate, and restrain it with any material or contract law or in any other ways.
  - 6.2.7.2. Carry out mergers, acquisitions, divisions, spinoffs, or other similar changes in the structure of the Borrower that could have an essential and negative effect on the position of the Bank.
  - 6.2.7.3. Change the legal status or the field of operations of the Borrower.

- 6.2.7.4. Transfer own rights and/or obligations under the Contract to third parties.
  - 6.2.7.5. Invest in other companies having defaulted any payment obligations to the Bank.
  - 6.2.7.6. Terminate the Borrower's business, reduce it significantly or transfer to another party.
  - 6.2.7.7. Reduce the authorized capital of the Borrower.
  - 6.2.7.8. Carry out any essential changes in the Borrower's shareholding structure, including, but not limited to, the events where a single shareholder or a group of associated persons concentrates more than 10 (ten) percent of the total shares.
- 6.2.8. Upon instruction by the Bank, to carry out the assessment of Pledged Assets and renew it periodically. If, after performing the assessment of Pledged Assets upon the instruction of the Bank, it becomes apparent that the value of assets, pledged to the Bank, is smaller than the amount of the Credit or if the value of assets, pledged to the Bank, became smaller because of the Borrower's fault and/or after analyzing Borrower's financial status it becomes apparent that the Borrower cannot fulfill the obligations under the Contract properly and on time, then, upon request by the Bank, the Borrower must submit additional Surety Measures and/or repay the amount of Credit that the Bank has requested in writing within 14 (fourteen) days.
- 6.2.9. To protect and process legal and technical documentation of the Pledged Assets, by entering and registering all applied changes and submit it within 7 (seven) days after the Bank's request.
- 6.2.10. Upon request by the Bank, provide all information about the state of the Pledged Assets and enable to inspect such Assets live.
- 6.2.11. To submit the following information to the Bank in accordance with the terms and conditions provided below:
- 6.2.11.1. Annual reports with annexes of the Guarantor, signed by the Borrower's manager, senior accountant, and, if applicable, certified with Borrower's stamp, and approved by the Borrower and/or Borrower company group, and auditor's report, prepared in accordance with international accounting standards – within 4 (four) months from the end of each respective financial year.
  - 6.2.11.2. Interim reports of the Guarantor, signed by the Borrower's manager, senior accountant, and, if applicable, certified with Borrower's stamp, and approved by the Borrower and/or Borrower company group – each quarter, but no later than within 1 (one) month after the end of reporting quarter.
- 6.2.12. Irrespective of Borrower's legal status during the period of the Contract, within 7 (seven) days from the Bank's request, to submit any financial documents, required to determine Borrower's financial status, as well as the proof that the Borrower was and is fulfilling its obligations to other credit and finance institutions. Documents, submitted to the Bank, must comply with the Law of Republic of Lithuania and accounting requirements.
- 6.2.13. The Borrower must immediately, but no later than within 5 (five) working days, inform the Bank in writing, if:
- 6.2.13.1. Any changes of Borrower's information that must be entered in a public register happens and (or) there are changes in the Borrower's by-laws.
  - 6.2.13.2. Any changes of Guarantor's information that must be entered in a public

- 6.2.13.3. register happens and (or) there are changes in the Guarantor's by-laws.
  - 6.2.13.3. Borrower's management bodies of and/or the auditors are changed.
  - 6.2.13.4. A competent management body of the Borrower decides to reorganize, terminate the operations (liquidate without succession), or apply to the court to institute bankruptcy proceedings or begin extra-judicial bankruptcy proceedings.
  - 6.2.13.5. A competent management body of the Guarantor decides to reorganize, terminate the operations (liquidate without succession), or apply to the court to institute bankruptcy proceedings or begin extra-judicial bankruptcy proceedings.
  - 6.2.13.6. The Guarantor dies.
  - 6.2.13.7. Borrower's investments in other companies are changed essentially.
  - 6.2.13.8. Claims have been submitted against the Borrower in court or other dispute settlement body, or all the Borrower's assets or a part of the Borrower's assets are seized, or other restrictions to property rights are applied, or criminal proceedings have been instituted against the Borrower.
  - 6.2.13.9. The public authorities have imposed sanctions on the Borrower that could have a significant negative effect on the Borrower's business, assets, or financial standing of the Borrower.
  - 6.2.13.10. Assets pledged in favor of the Bank have been destroyed, injured or its value decreased due to other reasons.
  - 6.2.13.11. A claim is submitted against assets pledged in favor of the Bank.
  - 6.2.13.12. The Borrower will not be able to properly fulfill the obligations undertaken under the Contract.
  - 6.2.13.13. There occur any other important changes that can affect the fulfillment of the Contract (e.g., bankruptcy or restructuring proceedings have been initiated) and what measures related to them the Borrower has taken.
  - 6.2.14. Within a term, specified by the Bank, to submit an additional Security Measure, acceptable to the Bank, if the Bank requires this in the events specified the General Terms and Conditions of the Contract.
  - 6.2.15. If loan subordination is foreseen in the Special Terms and Conditions of the Contract, no later than within 14 (fourteen) calendar days from concluding Credit contracts with third parties, to submit agreement(-s) of form and content acceptable to the Bank under which the Borrower's credits, received from the third parties, would be subordinated in respect of the Credit under this Credit Contract.
  - 6.2.16. To familiarize (introduce) third parties that have secured/are intending to secure the fulfillment of Borrower's obligations under the Contract, and (or) persons related to the fulfillment of Contract with the main conditions of Contract and any changes to them.
  - 6.2.17. To fulfill other obligations, foreseen in the Contract and/or the legislation of the Republic of Lithuania.
- 6.3. If the Contract is concluded with multiple Credit beneficiaries (Clients), all Credit beneficiaries have a united obligation to fulfill the obligations foreseen in the Contract for the benefit of the Bank, irrespective whether the Credit funds were used to satisfy all of their needs or only one of the beneficiary's needs.

## 7. RIGHTS AND OBLIGATIONS OF THE BANK

- 7.1. The Bank has the right to:



- 7.1.1. Without a separate notice, refuse granting the Credit in full or in part, if, after signing the Contract, the Borrower is not fulfilling (or does not fulfill) the terms for granting the Credit, specified in the Contract.
- 7.1.2. Indicate another bank account to the Borrower to which the Credit must be repaid and other payments under the Contract must be made.
- 7.1.3. Refuse assessing the possibilities of Borrower's indebtedness rearrangements of the Borrower who does not fulfill the financial obligations, if the Borrower does not provide the Bank with required information, and such information, available to the Bank, does not allow to reasonably predict the Borrower's income and expenses, the Borrower refuses to cooperate and/or provides false or unrealistic information.
- 7.1.4. To monitor the state of the Pledged assets, require and receive from the Borrower all information and documents, required by the Bank, related to Borrower's financial and property status. The Borrower irrevocably agrees and provides the Bank and/or third parties used by the Bank the right to photograph, make sound and video recordings for the purposes specified in this Clause.
- 7.1.5. Require the Borrower to submit documents, proving that the Cred was used for the purpose specified in the Special Terms and Conditions of the Contract as well as documents and information confirming the Borrower's financial status.
- 7.1.6. Submit information about the Borrower to the persons that have ensured the fulfillment of Borrower's obligations (Guarantors, owners of the Pledged Assets, etc.), related companies, third parties that provide services to the Banks, perform the Bank's audit, etc. (to an extent that is required for the provision of the aforementioned services), the Bank of Lithuania, which processes the database of loan risk, other parties in the events specified in the Law of the Republic of Lithuania or Contract or when the Borrower does not fulfill or does not properly fulfill the obligations specified in the Contract.
- 7.1.7. At its own discretion, at any time and without any limitations transfer the claims that the Bank has acquired against the Borrower, or a part of such claims, arising from the Contract and/or Security Measures agreements, both for a fee and free of charge, to persons chosen by the Bank.
- 7.1.8. Choose the order and which Security Measures to realize irrespective of a different instruction from the Borrower.
- 7.1.9. Require an additional Security Measure, if:
  - 7.1.9.1. The value of assets pledged for the benefit of the Bank decreases by more than 15% compared to the asset market value on the day of concluding the Contract.
  - 7.1.9.2. Any of the circumstances, specified in Clause 11.1. of the General Terms and Conditions of the Contract, takes place.
  - 7.1.9.3. Reorganization, restructuring, bankruptcy, or liquidation proceedings are initiated for a legal person that has submitted a Security Measure for Borrower's obligations under the Contract.
  - 7.1.9.4. Other circumstances appear that, in the opinion of the Bank, justify such requirement and are reasonably necessary to secure the obligations.
- 7.1.10. If, at any point, the Bank receives a smaller amount from the Borrower than the one payable under the Contract, at its own discretion distribute such payment to cover the Borrower's indebtedness, irrespective to any other different instructions given by the Borrower.

- 7.1.11. The Bank has the right to immediately submit for payment the promissory note, issued to ensure the fulfillment of this Contract (when such has been issued) to the Borrower and persons that have guaranteed the payment of the promissory note, if the Borrower has not fulfilled the obligation to pay any of the amounts payable to the Bank under this Contract or if the Bank has reasonable doubts that the Borrower is (or may become) insolvent or bankruptcy or restructuring proceedings have been (or may soon be) instituted against the Borrower, the Borrower is (or may be) liquidated or reorganized, there are other circumstances that cast doubts regarding the Borrower's and/or the Borrower's surety provider's (guarantor's) possibilities to properly fulfill the terms and conditions of the Contract (e.g., the Borrower has indebtedness to public authorities, the Borrower's assets are seized, etc.).
- 7.1.12. Execute other rights foreseen in the Contract and/or in the legislation of the Republic of Lithuania.

7.2. The Bank undertakes to:

- 7.2.1. Grant the Borrower the Credit under the terms and conditions specified in the Contract.
- 7.2.2. Set off the Credit or a part of it when it is repaid earlier under the terms specified in the General Terms and Conditions of the Contract.
- 7.2.3. Not disclose the Borrower's and its employees' personal data and other confidential information to third parties, except in the events specified in the Contract.
- 7.2.4. Accept Borrower's requests, complaints, and other demands and respond to them in accordance with terms and conditions specified by law.
- 7.2.5. Not create obstacles for the Borrower to properly and timely fulfill the obligations under the Contract and to fulfill the obligation for the parties to collaborate and cooperate, foreseen in the Civil Code of the Republic of Lithuania.
- 7.2.6. Monitor the fulfillment of Borrower's obligations to the Bank, undertaken under the Contract, and inform the Borrower when the obligations are not fulfilled.
- 7.2.7. Upon the Borrower's written address to the Bank, organize the terms to confidentially discuss the reasons for not fulfilling the financial obligations, and, if reasonably feasible (there is objective information that the Borrower will be able to repay the accumulated debt and continue to properly fulfill the contractual obligations), offer possible rearrangements of the debt, acceptable to the Bank.
- 7.2.8. Upon Borrower's request, review Security Measures for guaranteeing the fulfillment of the obligations under the Contract and applied to the Borrower.
- 7.2.9. Carry out other duties, foreseen in the Contract and/or Legislation of the Republic of Lithuania.

- 7.3. If the event where other contracts or agreements are valid between the Borrower and the Bank, under which, or on other grounds, the Parties have mutual obligations, the Bank has the right to unilaterally, at its own discretion, to offset any Borrower's payment to the Bank, or any amount payable to the Borrower, irrespective of the grounds and purpose of the payment, as a payment to the Bank under any contract, agreement, or on any other legal grounds. The Bank also has the right to offset any payment, received from the Borrower, under any Invoice, issued to the Borrower, or installment irrespective of the payment purpose, specified by the Borrower.

## 8. INSURANCE

- 8.1. Unless the Special Terms and Conditions of the Contract state differently, the Pledged

Assets, pledged in favor of the Bank, except for land-plots, invoices, and property rights (if such are pledged), are insured under the conditions specified further in this section of the Contract.

- 8.2. Pledged assets are insured for the benefit of the Bank; thus, the Pledged Assets insurance contract shall designate the Bank as the beneficiary of the insurance benefit. The Borrower undertakes to submit to the Bank the insurance policy of the property (or other), where the Bank is the beneficiary, and to submit documents, confirming the payment of the insurance deposit.
- 8.3. The Pledge Assets are insured for the entire period of the Contract, including the period from the last day of the Credit repayment until the complete fulfillment of obligations under the Contract, if the Borrower does not repay the Credit, Interest, or does not make other payments to the Bank under Contract in accordance with the terms, specified in the Contract.
- 8.4. The insurance cover must be valid at least until the end of the final Credit funds repayment date, specified in the Special Terms and Conditions of the Contract, plus three months.
- 8.5. Pledged Assets are insured with an insurance company acceptable to the Bank.
- 8.6. The amount of real estate insurance must be no less than the replacement (construction) value of the estate, the amount of movable property insurance must be no less than property market or residual (book) value. In separate event and with a written agreement from the Bank, Pledged Assets can be insured with proportional insurance (insurance amount is lower than asset value).
- 8.7. Real estate must be insured from destruction or damage by fire, water exposure (plumbing, heating system, sewerage accident, etc.), illegal acts of third parties (setting on fire, exploding, etc.), except the events where the Pledged Assets are still being built. The movable property must be insured from destruction or damage by fire, water exposure (plumbing, heating system, sewerage accident, etc.), illegal acts of third parties (setting on fire, exploding, etc.), forces of nature (flood, storm, rainfall, hail, snowfall, soil compaction, etc.), car accidents, theft, infringement of the item due to acts of any persons, infringement of the item while transporting it or by any way separating it from the mounting structure.
- 8.8. In the events where the construction of the Pledged Assets is not finished, it is insured with construction insurance. After the construction insurance ends, the Borrower must insure the pledged item from all the risks as specified in Clause **8.7** of the General Terms and Conditions of the Contract.
- 8.9. The Borrower's duty is to ensure the insurance of the Pledged Assets is also applied in those events where the Pledge (Mortgage) contract and/or insurance contract must be concluded by third parties.
- 8.10. The Borrower undertakes not to change the conditions of the Pledge Assets insurance contract without a written agreement from the Bank.
- 8.11. The Bank has the right to use the insurance benefit to offset Borrower's indebtedness under the Contract. If the indebtedness under Contract is covered in full, the remaining amount of the insurance benefit is transferred to the owner of the Pledged Assets.
- 8.12. The Borrower agrees to the Bank receiving information from the insurance company on the insurance of the Pledged Assets and its conditions, the payment of the insurance deposit or the failure to pay the deposit, the extension or termination of insurance contract.
- 8.13. Unless the Special Terms and Conditions of the Contract specify differently, the Pledged Assets must be evaluated by independent property assessor, acceptable to the Bank. The Pledged Assets must be re-assessed upon the requirement by the Bank.
- 8.14. The Borrower, upon the requirement from the Bank, must inform the Bank in writing about the fulfillment of the insurance obligations under the Contract.
- 8.15. The Bank has the right, with which the Borrower agrees and does not object to, on the Borrower's behalf and using the Borrower's funds, to perform the assessment of the

Pledged Assets and insure the Assets Pledged for the benefit of the Bank until the proper fulfillment of the Borrower's obligations under the Contract. In such an event, the Borrower must reimburse the respective costs, incurred by the Bank, including, but not limited to, periodical insurance payments.

- 8.16. The Borrower must immediately, but no later than within 2 (two) business days after the Borrower finds out about an insured event (or a potentially insured event) inform the Bank about such an event, due to which the Pledged Assets were destructed or damaged, in writing.

## **9. FINANCIAL COLLATERAL AGREEMENT**

9.1. The Borrower and the Bank agree that this Contract (and its respective terms and conditions) simultaneously act as a financial collateral agreement under which all existing and future funds in the Account and other Borrower's accounts in the Bank both at the time of concluding the Contract and those opened later, as well as cash deposits in the Bank and other Borrower's funds transferred to the Bank under any basis are a financial security without the transfer of ownership as specified in the Law of Financial Collateral Agreement of the Republic of Lithuania even if there is no separate note about a financial security status of such funds (the status is provided under the Contract) and such funds are pledged to the Bank ensuring the fulfillment of the Borrower's obligations specified in the Contract. If, for any reasons, the aforementioned assets do not have a financial security status (it is not regarded as a financial collateral agreement), they are considered pledged to the Bank under a basic written pledge agreement, when pledged assets are transferred for the disposal of the Bank, securing the main Borrower's obligation under the Contract, and interest, penalties and losses arising from it, which the Bank can experience due to failure to fulfill the obligations under the Contract (i.e., the pledge secures both the main obligation and interest arising from it, as well as maximum pledge amount, specified in the Special Terms and Conditions of the Contract. If the Account number or number of other accounts change, the pledge of the Account and other accounts remain. The Bank has the right to provide information to other parties about the pledge of the Account and other accounts (financial collateral agreements). The amount of funds pledged (financial security) to the Bank under this clause matches the amount of obligation unfulfilled under the Contract. The Borrower can freely dispose of pledged (financial security) funds (change, withdraw the financial security), if no restrictions are set under separate agreements or other Terms and Conditions of the Contract, and until the Bank does not exercise the right specified in the Contract or the law to restrict the Borrower's right to dispose of the funds. The funds are considered submitted as a financial security when they are transferred to the Borrower's account in the Bank, including the events when the funds are transferred by other parties under the agreements with the Borrower (in this case, it is considered that they are transferred under an order by the Borrower). The value of the funds pledged in a foreign currency equals the amount converted to the Credit Contract currency in accordance with the currency exchange rules specified in this Contract. If the Borrower fails to fulfill the obligations under this Contract (when enforcement measures are taken), the Bank acquires the rights specified in the Contract for the event of failure to fulfill the obligations, and, in respect to financial pledge, additionally acquires the right to unilaterally fulfill the obligation secured with the financial security at the expense of such pledge by debiting funds from a respective account and using them to cover (offset) the Borrower's obligations that the Borrower failed to fulfill.

## 10. BORROWER'S CONFIRMATIONS AND GUARANTEES

- 10.1. The Borrower ensures that they have the right and all required authorizations to fulfill all obligations undertaken under the Contract, to conclude the Contract, Security Measures Agreements, and any other related agreements, and concluding such agreements does not contradict and will not contradict the law, Borrower's obligations undertaken under contracts with third parties, and that all required permissions and authorizations were acquired from public authorities and other persons to conclude the Contract and Security Measures Agreements.
- 10.2. The Borrower ensures that the persons securing the fulfillment of Borrower's obligations under the Contract (including the Guarantors, owners of the Pledged Assets, persons guaranteeing in the promissory note issued by the Borrower) on the day of signing the Contract, own enough assets and are capable to fully secure the fulfillment of Borrower's obligations under the Contract.
- 10.3. The Borrower ensures that in the application submitted to the Bank and other documents, submitted to the Bank in relation to receiving the Credit, the information specified is correct, not concealed, and represents the factual situation.
- 10.4. The Borrower confirms that all information and/or financial reports that the Borrower submitted to the Bank are correct, accurate and not misleading, such information and/or financial reports do not conceal any essential information, since the submission of such information and/or financial reports nothing has happened to make such information/and or financial reports faulty or misleading, all predictions and statements, submitted by the Borrower to the Bank, were made fairly and in good will after proper and careful research.
- 10.5. The Borrower declares that, on the day of signing the Contract, the Borrower does not have any other financial obligations under credit, mortgage, issuance of guarantee, leasing, financial leasing, guarantee, suretyship, asset pledging contracts (mortgage or pledge bonds), except for those obligations that the Parties are aware of on the day of signing the Contract under the application to receive a Credit or other written document submitted by the Borrower to the Bank.
- 10.6. The Borrower ensures that the Borrower is not insolvent, being liquidated, reorganized, or administrated, insolvency, restructuring or analogous proceedings are not applied to the Borrower, an administrator or another person is not designated for the Borrower's assets, business in full or in part.
- 10.7. The Borrower agrees that the Bank collects all information specified in the Contract about the Borrower, process the Borrower's (or Borrower's employees') personal data in accordance with the legislative requirements of the Republic of Lithuania and European Union for the purpose of fulfilling this Contract and/or defending infringed civil rights.
- 10.8. The Borrower declares that there are no proceedings in court or arbitration, and, to the best of Borrower's knowledge, no litigation, arbitration, or administrative proceedings should take place, there are no sanctions imposed by the public authorities that could significantly and negatively affect Borrower's business, assets, or financial status, except for the cases declared to the Bank before signing the Contract.
- 10.9. The Borrower confirms to have familiarized with all conditions of the Contract before concluding the Contract, they are clear, understandable to the Borrower and the Borrower agrees to them. None of the conditions of this Contract are surprising or unexpected. The Borrower acts at its own risk as cautious and careful commercial entity.
- 10.10. The Borrower confirms the Special Terms and Conditions of the Contract were discussed individually with the Borrower.
- 10.11. The Borrower undertakes the risk arising from possible change of the currency exchange rates and all circumstances arising from it.
- 10.12. The Borrower confirms that the Borrower's representative that has signed the Contract acts within their power, granted to them by the Borrower without infringing the legislation, own

by-laws and other founding documents, regulations of management bodies and requirements from other regulations. Such Borrower's representative that has signed the Contract is properly authorized to represent the Borrower in any situation arising from the fulfillment of this Contract, including, but not limited to submission of oral or written requests, instructions, information, or documents, and to sign under the Borrower's behalf. The Borrower undertakes to immediately inform the Bank about the changes of the persons and/or information about them and/or the authorization of them specified in the Contract, which only take effect and become mandatory to the Bank after the day the Bank confirm receiving such notice, unless such notice specifies a later day of effect.

## **11. CONSEQUENCES OF FAILURE TO FULFILL THE CONTRACT**

- 11.1. The Parties agree to consider an essential infringement of the Contract that allows the Bank unilaterally, without going to court, terminate the Contract and/or require in writing to immediately repay the Credit (a part of it) together with all accumulated Interest and other amounts payable under the Contract and/or use the Security Measures and/or require to provide the Bank with acceptable additional Security Measures and/or declare that the Bank's obligation to grant the Credit is annulled, when one of the following circumstances become apparent:
- 11.1.1. The Borrower does not use the Credit for the dedicated purpose.
  - 11.1.2. It becomes apparent that at least one of the Borrower's confirmations or guarantees, submitted under the Clause 10 of General Terms and Conditions of the Contract, is false or misleading and/or the Borrower, seeking to receive the Credit, provided false information or failed to provide known information that has significant influence on the Borrower's or Bank's obligations under the Contract in the application submitted to the Bank or other documents submitted to the Bank, Borrower's founding documents, financial reports, or in the reports, notices or requests provided to the Bank during the term of the Contract.
  - 11.1.3. The Guarantor and/or other provider or the owner of Security Measures provided the Bank with false information or withheld information that had or could have had significant influence for granting the Credit or its terms and conditions.
  - 11.1.4. Negative information becomes apparent about the Borrower's and/or Guarantor's and/or other provider or owner of Security Measures.
  - 11.1.5. Circumstances become apparent that, in the opinion of the Bank, can make the Borrower unable to repay the Credit in full or in part according to the terms specified in the Contract, or pay the Interest (i.e., the Borrower's and/or Borrower's financial status has worsened significantly or there are indications that it can worsen significantly compared to the Borrower's and/or Guarantor's financial status before signing the Contract, the Borrower has violated the terms and conditions of another contract, concluded between the Bank and the Borrower, fails to fulfill financial obligations to other financial institutions and/or public authorities and/or public authorities have applied sanctions to the Borrower, Borrower's assets are being seized in full or in part, etc.).
  - 11.1.6. For longer than 7 (seven) days, the Borrower does not repay the payable amount of the Credit and or does not pay Interest or a part of it on time, and/or does not pay other amounts payable under the Contract.
  - 11.1.7. The Borrower is not properly fulfilling or has not properly fulfilled any obligations under the Contract and/or the Borrower and/or the Guarantor is not properly fulfilling or has not properly fulfilled any obligations under the Security Measures Agreement and fails to fulfill them within 7 (seven) calendar days from the day when the Bank requires to eliminate the respective violation in writing.

- 11.1.8. The Guarantor, which guarantees the Borrower's obligations under the Contract, is being reorganized, the cooperation is terminated, goes bankrupt or dies and the Bank and the Borrower cannot agree upon additional Security Measures.
  - 11.1.9. There were disputes regarding the Pledged Assets and the Borrower did not submit to the Bank other acceptable Security Measures or the Borrower or the person that has ensured the fulfillment of the Borrower's obligations, has violated or is disputing the Borrower's Security Measures agreement or it has terminated or is not valid, or there are other grounds, specified in the Law of the Republic of Lithuania, on which the Bank has the right to direct the recovery of Pledged Assets before the term for fulfilling the obligations matures.
  - 11.1.10. Insurance contracts for the Pledged Assets have been terminated or ended and were not extended.
  - 11.1.11. The Bank specified that there is a risk for fulfilling the Borrower's obligations under the Contract and that provided Security Measures are no longer enough, and, in a manner acceptable to the Bank, the Borrower has not submitted a new or additional Security Measures, which was required by the Bank within the period set by the Bank which cannot be shorter than 20 (twenty) calendar days.
  - 11.1.12. The Borrower terminates the main business, changes it essentially or reduces its volume, is being reorganized, liquidated, a plea to initiate a bankruptcy case for the Borrower has been submitted or the Borrower stops payments or there is a plea in court against the Borrower regarding the company's debt or restructuring or its assets or obligations, in full or in part, have been assigned an administrator or a respective officer.
  - 11.1.13. Essential changes happened in the Borrower's and/or Guarantor's ownership (shareholder/partner/owner) structure, which are not acceptable to the Bank.
  - 11.1.14. Other circumstances appear, specified in the legislation of the Republic of Lithuania and providing the grounds for the Bank to terminate the Contract or Security Measures agreements and/or require fulfilling the obligations before the term matures.
- 11.2. In the event of circumstances specified in Clause 11.1. of the General Terms and Conditions of the Contract, the Bank, in writing, informs the Borrower about an essential violation of the Contract and sets an additional, no shorter than 7 (seven) day term for the proper fulfillment of Borrower's obligations. If the Borrower fails to fulfill the contractual obligations by the end of the established additional term, the Bank has the right, to unilaterally, without appealing to court, terminate the Contract by sending the Borrower a written notice about the termination of the Contract before the term has matured 7 (seven) days in advance. The Contract is considered terminated if, by the time the Contract termination term, specified in the Bank's written notice, has matured, the Borrower will not have eliminated all violations of the Contract and/or properly fulfilled obligations under the Contract. In the events where the violations of Contract cannot be eliminated because of objective reasons, the Bank has the right to terminate the Contract without providing the additional term specified in this Clause. The Contract termination term and other terms, specified in this Clause, begin from the day the notice is sent to the Borrower. Until the term of terminating the Contract is matured, the Bank has the right to unilaterally revoke the termination of the Contract.
- 11.3. The Borrower is obliged to repay the disbursed Credit in full, pay the Interest that accumulated until the day of the repayment of the credit and that has not been paid, Compensatory Interest and make other payments specified in the Contract until the maturity of the Contract termination term.
- 11.4. Contract termination does not stop the accumulation of the Compensatory Interest and other

payments specified in the Contract and does not void Borrower's obligation to repay the Credit, pay Interest, Compensatory Interest, other payment specified in the Contract and fulfill other obligations under the Contract.

- 11.5. In the event where the Borrower fails to fulfill or fails to properly fulfill the obligations under the Contract, the Bank has the right to require a fine of 10 (ten) percent of the Credit amount (in any event, no less than 500 Eur) for each violation (the fine is paid for the benefit of the Bank) if the Contract does not foresee a greater liability. The size of the fine is discussed in advance and considered fair and reasonable by both Parties.

## **12. CONFIDENTIALITY, FORCE MAJEURE**

- 12.1. The Parties undertake not to disclose information about the conclusion and terms of the Contract to third parties and to take all measures which depend on them to prevent such information from being disclosed to third parties except revealing this information:

- 12.1.1. In the events specified in the Contract and/or the Law of the Republic of Lithuania.
- 12.1.2. When such information is public (excluding the events when it became public due to a violation of the Contract).
- 12.1.3. To parties providing audit services and performing the operations or financial accountability audit for the Bank or the Borrower under a contract.
- 12.1.4. Lawyers that provide legal services related to the conclusion of the Contract and/or fulfillment to any of the Parties.
- 12.1.5. Guarantor and/or other provider of the Security measures and/or owner.
- 12.1.6. Borrower's shareholders/partners and/or parent companies and/or subsidiaries.
- 12.1.7. A foreseen successor of the Bank's rights and/or obligations, investor, business partner or asset acquirer and/or the Bank's parent companies and subsidiaries, also their subsidiaries and the departments of all of them. The Bank also has the right, which the Borrower agrees to and provides to the Bank, to acquire such information from these companies.
- 12.1.8. Persons, providing services to the Bank, related to the Contract.

- 12.2. The Borrower is informed that the Bank may send the Borrower direct marketing notifications by email containing relevant information to the Borrower about other (related) services provided by the Bank. The Borrower may opt-out of these notices at any time (in advance or at any time thereafter) by clicking on the appropriate button in the received direct marketing message or by informing the Bank in writing (e.g., by e-mail).

- 12.3. Each Party undertakes to properly (i.e., according to the provisions of General Data Protection Regulation (No, EU 2016/679)) inform all individual persons (i.e., the employees, proxies, or other representatives), which the Party invokes for the fulfillment of the Contract and whose data it passes on or may pass on to the other Party (i.e., when the representatives of the Parties are communicating with each other via e-mail, etc.) that their personal data is or can be passed on to the other Party for the purpose and on the grounds of fulfilling this Contract.

- 12.4. In the event of force majeure circumstances and conditions preventing the fulfillment of obligations under the Contract in full or in part, the term for such obligations shall be extended for the duration of the force majeure circumstances and conditions. For the purpose of determining and ascertaining force majeure circumstances, the Parties shall refer to legislative acts of the Republic of Lithuania.

- 12.5. If the force majeure circumstances last for more than 3 (three) months, the Parties have the right to terminate the Contract. In the event stated above, neither Party shall be entitled to



claim compensation for material damage caused by the termination and breaching of the Contract, except for the repayment of Credit funds, Interest, Credit Administration Fee, Compensatory interest and/or other mutual arrears.

- 12.6. In the event of force majeure circumstances, the Parties must notify each other thereof within 5 (five) days of the appearance or becoming aware of such circumstances.

### **13. APPLIED LAW AND DISPUTE RESOLUTION**

- 13.1. In concluding, performing, amending, extending the Contract, the Parties shall comply with the law and regulations of the Republic of Lithuania.
- 13.2. The Bank and the Borrower undertake to make every effort to resolve any disputes and disagreements between the Parties regarding the conclusion, performance, amendments, or extension of the Contract by negotiation. In the event of disagreement, the dispute is settled by the court with jurisdiction for the registered office of the Bank, applying the law of the Republic of Lithuania.

### **14. FINAL PROVISIONS**

- 14.1. The Contract can only be amended or changed upon written agreement of the Parties, excluding the events specified in the Contract.
- 14.2. Each condition of the Contract is separable and separate from each other; if certain conditions become invalid or contradicting to the provisions of legislation or unfeasible, that does not make the remaining conditions of the Contract invalid.
- 14.3. In the event where legislative acts of the Republic of Lithuania have been amended or adopted, and there is a clause in the Contract that contradicts the legislative act, the Bank has the right to unilaterally replace clauses, contradicting the legislative acts, with the legitimate clauses. The Bank immediately notifies the Borrower about any amendments and additions to the Contract.
- 14.4. All notices of all Parties related to the Contract must be in writing and sent to the addresses of the Parties specified in the Special Terms of the Contract or to the address one Party has communicated to the other Party. The notice can also be sent to the Party via the e-mail address, specified in this Contract (such notice is considered to be submitted on the day it was sent via e-mail).
- 14.5. The Bank and the Borrower must notify each other of any changes in the legal references of the Parties no later than within 2 (two) working days.
- 14.6. The Borrower is informed that the Bank may send the Borrower direct marketing notifications by email containing relevant information to the Borrower about other (related) services provided by the Bank. The Borrower may opt-out of these notices at any time (in advance or at any time thereafter) by clicking on the appropriate button in the received direct marketing message or by informing the Bank in writing (e.g., by e-mail).
- 14.7. The Bank informs that, considering the provisions and requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (further – Regulation), the Bank processes the personal data in compliance with the requirements of Regulation, national legislative acts regulating personal data protection, and the Bank's personal data processing rules. The Bank's personal data processing rules are a binding and enforceable document in respect of the Bank and are publicly available on the internet website <https://www.smebank.lt/>. Any personal data, transferred on the grounds of this contract to the Bank, will be processed and protected with respect to the requirements of Regulation, national legislative acts regulating personal data protection, and the Bank's personal data processing rules.

## **15. CHANGES OF GENERAL TERMS AND CONDITIONS**

- 15.1. The Bank has the right to unilaterally change the General Terms, notifying the Borrower thereof via the Borrower's email address, indicated in the Contract, 30 (thirty) calendar days in advance. If the Borrower does not agree to the changes of General Terms, the Borrower has the right to terminate the Contract, notifying the Bank in writing before such changes come into effect; until the last day of the term of such termination, the Borrower undertakes to repay the full amount of Credit taken in full and to pay interest payable until the day of termination. The interest is calculated from the Credit amount that was taken and not repaid on the day of submitting the notice of termination. If the Borrower fails to fulfill the obligations indicated in the present Clause, the Contract is considered valid and unexpired under such General Terms that were in effect until the changes took effect as specified in this Clause.