

## THE GENERAL PART

### OF BANK ACCOUNT CONTRACT

Recast No. 1, valid from 09/06/2021

#### 1. CONCEPTS.

- 1.1. Bank – “SME Bank”, UAB, registration number 305223469, address Antano Tumėno str. 4-15, LT-01109 Vilnius.
- 1.2. Contract – Bank account contract, concluded between the Bank and the Client, consisting of the General part and the Special part and General rules applicable to this contract and Annexes, i.e., Online banking contract and Terms and conditions of the use of Online banking.
- 1.3. Client – Individual or Juridical person that has concluded the Contract.
- 1.4. Website – the website of the Bank: [www.smebank.lt](http://www.smebank.lt).
- 1.5. Online banking system – the system of the Bank, allowing the Client to manage services provided by the Bank, online.
- 1.6. Account – a bank account opened for the Client in the Bank.
- 1.7. Payment transaction – a transfer of the funds from the Client’s Account in the Bank and initiated by the Client.
- 1.8. Rates – fees, published on the Website, and applied to the Client for the services provided by the Bank.
- 1.9. General rules – general rules of the provision of the Bank’s services that are published on the Website.

#### 2. OBEJCT OF THE CONTRACT.

- 2.1. This Contract foresees the rights and obligations of the Bank and the Client arising from the use of the opened Account.
- 2.2. Under this Contract, the Bank undertakes to accept and credit the funds to the Account opened by the Client, fulfill the Client’s directions for transferring certain amounts and disbursing them from the account and perform other operations, performed by the Bank, and the Client undertakes to pay the Bank for the services and operations provided.
- 2.3. The operations are performed, and services are provided under the Law of the Republic of Lithuania and other legislation and the internal documents of the Bank. The General rules of the Bank are an integral part of the Contract which regulates the relations between the parties while providing payment services to an extent to which this Contract does not regulate them.
- 2.4. The Client does not pay interest to the Bank for the funds kept in the Account unless there is a separate agreement.

#### 3. RIGHTS AND OBLIGATIONS OF THE BANK.

##### 3.1. The Bank undertakes:

- 3.1.1. To open an Account for the Client for an unlimited period.
- 3.1.2. To credit the Account with the funds transferred by the Client and third parties.
- 3.1.3. To fulfill Client’s directions for transferring certain amounts and disbursing them from the Account and perform other payment operations which are performed with the accounts of such nature.

- 3.1.4. To provide information about the Account balance, performed payment operations and other agreed upon information in the online banking platform. If the Client requests to obtain information in a durable medium, the information is prepared under a separate agreement.
    - 3.1.5. To fulfill all directions from the Client to the extent allowed by the functionality of the Account and applied limitations (operation limits, account constraints, etc.).
    - 3.1.6. To ensure the secrecy of the information about the Account and all performed operations. To provide information exclusively to the Client and/or its representatives and in other events and in accordance with the terms foreseen in the Law of the Republic of Lithuania.
  - 3.2. The Bank has the right:
    - 3.2.1. To receive the payment under the applied Rates for the services provided to the Client.
    - 3.2.2. To debit the applied Rates from the Account or other Client's accounts in the Bank only if there is an agreement (authorization) by the Client to fulfill the payment transaction.
    - 3.2.3. To unilaterally terminate the Contract if there are no monetary funds in the Account for more than a year and if no operations were performed with the Account and if the Client, after the Bank's notice, does not begin to use the Account.
  - 3.3. The Bank performs the payment operations in the currency specified in the Special part of the Contract. If the Account was funded by other currency than specified, before crediting the funds, the Bank exchanges the funds to the Account currency under the exchange rate set by the Bank on the day of currency exchange.
  - 3.4. If the funds were transferred to the Account mistakenly or if the Client has received funds that do not belong to the Client, the Bank has the right to perform a correction by debiting the amount of credited funds from the Account without the Client's agreement. If the Account balance is not sufficient to debit the credited funds, the Bank has the right to block the Account and/or credit such amount of funds from other accounts of the Client.
  - 3.5. The Bank is not responsible for and does not check the correctness of the data specified in the payment order.
  - 3.6. The Bank has the right to refuse to perform payment transactions if they are contradictory to the applicable legislation, General rules, or the terms of this Contract.
  - 3.7. Payment transactions from the Account are only performed in the event where the Account balance is sufficient for the payment and to pay the fees applied by the Bank, unless there is a separate agreement.
4. THE RIGHTS AND OBLIGATIONS OF THE CLIENT.
  - 4.1. The Client undertakes:
    - 4.1.1. To comply with the requirements specified in the Contract.
    - 4.1.2. To properly fulfill the forms provided by the Bank when submitting payment orders and to comply with Bank's requirements.
    - 4.1.3. To pay the Rates for the services provided by the Bank on time.
    - 4.1.4. To fulfill other obligations agreed upon with the Bank.
    - 4.1.5. In the event where the Account balance is not sufficient to be debited for the fees and commissions for the services provided, within 3 (three) business days from the notice from the Bank, to pay the required amount of money to the Account.

4.1.6. In the event where the Account balance is not sufficient to debit the mistakenly transferred funds, within 3 (three) business days from the notice from the Bank to repay the Bank the mistakenly transferred funds to the Account.

4.2. The Client has the right:

4.2.1. To manage the Account and make payment transactions.

4.2.2. To obtain the information about the Account that was previously agreed upon.

4.2.3. To receive other services agreed upon with the Bank.

4.2.4. To terminate the contract at any time by informing the Bank within 30 (thirty) calendar days.

## 5. CLIENT RESPONSIBILITY.

5.1. The Client is responsible for the correctness of the documents and data submitted to the Bank in the forms of orders, notices, and requests while using the Account and undertakes to repay any damages to the Bank that arise from the information that was submitted incorrectly.

5.2. The Bank is not responsible for the services and goods and their quality when they are provided by third parties, for the malfunction of the online systems by third parties in the event where the Client logs on to the systems of the third parties or where the Client pays for the goods or services provided by the third parties using the services of Online banking.

5.3. The Online banking contract and its annex Terms and conditions of the use of Online banking are an integral first annex of this Contract. The Client familiarizes with it at the time of signing the contract and signs it together with this Contract.

5.4. The Bank is not responsible for any losses that arise in the event where the Client does not immediately inform that the authorization, procuration, or other basis for representation of the User/Administrator has expired.

5.5. The Bank undertakes to repay the direct losses of the Client that arise from the Bank's intent or negligence.

## 6. DEFENDING THE RIGHTS OF THE CLIENT.

6.1. The Law of the Republic of Lithuania is applied to this Contract.

6.2. Client's requests and complaints about the Bank's actions which could violate requirements of the Contract and (or) Client's rightful interests are investigated by the Bank. The disputes are resolved by negotiation.

6.3. The Bank investigates the Client's requests (complaints) free of charge.

6.4. If the Client that is not a user thinks that the Bank's actions led to damages to the Client, or the Bank has violated the Client's rights or interests protected by the law, the Client has the right to contact the Bank in writing and substantiate the requirement, and the Bank, no later than within 30 (thirty) days from the Client's address, undertakes to submit a written response.

6.5. If the Client is a user, the Client also has the right to address the advance dispute resolution non-judicial institution – the Bank of Lithuania. If the user thinks that that the Bank's actions led to damages to the Client or the Bank has violated the user's rights or interests protected by the law, the user has the right to contact the Bank in writing and substantiate the requirement. The user must address the Bank no later than within 3 (three) months from the day on which the user became aware of, or had to become aware of, about the violation of the rights or legal interests. The Bank undertakes, no later than within 14 (fourteen) days from receiving the user's address, to submit a written response. The Bank investigates the user's request free of charge.

6.6. In the event where Bank fails to fulfill the Client's requirements or only fulfills them partially, within 1 (one) year from the initial address, the user has the right to address the Supervision Service of the Bank of Lithuania ([www.lb.lt](http://www.lb.lt)), address: Žirmūnų str. 151, LT-09128 Vilnius, Lithuania.

## 7. INFORMATION ON INSURED AND NON-INSURED DEPOSITS.

<b>Main information about the deposit protection</b>	
Deposits kept in "SME Bank", UAB, are insured	in the state company "Deposit and Investment Insurance"
Limit of the protection	up to 100,000 Eur for one depositor for all deposits kept in one credit institution <sup>1</sup>
If you have more deposits in the same credit institution	all deposits, kept in the same credit institution, are summed up and the 100,000 Eur protection limit is applied to the total amount <sup>1</sup>
If you have a joint account with other person (persons)	100,000 Eur protection limit is applied to each depositor individually <sup>2</sup>
Term for paying the payout of deposit insurance if the credit institution fails to fulfill obligations	10 business days <sup>3</sup>
Currency of deposit insurance payout	Euros
Contact information	State company "Deposit and Investment Insurance" Algirdo str. 31, LT-03219 Vilnius Phone: (8 5) 213 5657 Fax: (8 5) 213 5546 E-mail: <a href="mailto:idf@idf.lt">idf@idf.lt</a>
More information	<a href="http://www.iidraudimas.lt">www.iidraudimas.lt</a>

### Notes:

<sup>1</sup> If the deposit is not repaid because the credit institution is not capable to fulfill its financial obligations anymore, the state company "Deposit and Investment Insurance" pays deposit insurance payouts for the depositors. The biggest deposit insurance payout amount for one depositor for the deposits kept in one credit institution is 100,000 Eur. To determine the deposit insurance payout amount, all deposits kept in the same credit institution are summed up. For example, if the depositor has a savings account with 90,000 Eur, and a current account with 20,000 Eur, the depositor will only receive an insurance payout of 100,000 Eur.

In certain events (when, no earlier than 6 months until the insured event, money for the sale of real estate that belonged to the depositor under the property rights, was transferred to the depositor's account; the depositor has inherited money under the will or the law; the depositor, as a beneficiary, has received money in the event of death under a life insurance contract or a corresponding contract; money received by the depositor as a compensation or benefit in the event of death of another person during work or official duty; compensation or benefit for loss incurred during a violent crime) the deposits have a protection limit bigger than 100,000 Eur.

You can find more information on the following website: [www.iidraudimas.lt](http://www.iidraudimas.lt).

<sup>2</sup> If you have a joint account with other person (persons), 100,000 Eur protection limit is applied to each co-owner.

<sup>3</sup> Payment of the insurance payouts.

The state company “Deposit and Investment Insurance” (Algirdo str. 31, LT-03219 Vilnius, phone: (8 5) 213 5657, fax: (8 5) 213 5546, e-mail: [idf@idf.lt](mailto:idf@idf.lt), website: [www.iidraudimas.lt](http://www.iidraudimas.lt)) is responsible for the deposit insurance system. It will return your deposits (up to 100,000 Eur) no later than within:

– 10 business days from January 1, 2021, and December 31, 2023.

– 7 business days from January 1, 2024.

If deposit insurance payouts are not paid within 7 business days from the day of insured event, until December 31, 2023, from May 16, 2016, upon the request of the depositor, within 5 business days from receiving the request, an amount equal to the size of minimal monthly salary, but no bigger than the amount of the depositor’s insurable deposits, is paid to the depositor as a part of the deposit insurance payout (advance deposit insurance payout).

If you did not receive the insurance payout within these terms, you should contact the state company “Deposit and Investment Insurance”. You can find more information on the website: [www.iidraudimas.lt](http://www.iidraudimas.lt).

### **Events where the deposits are not insured and when deposit insurance payout limits are applied**

#### **The following are not the objects of deposit insurance:**

1. Deposits of other credit insurances kept in depositor’s account and name.
2. Own funds of a credit company.
3. Deposits which were convicted in criminal proceedings for money laundering.
4. Deposits of finance institutions.
5. Deposits of managing companies.
6. Deposits of financial broker companies.
7. Deposits where the owner identity is not clear (deposits in anonymous and coded accounts).
8. Deposits of insurance companies and reinsurance companies operating under the Law of the Republic of Lithuania.
9. Deposits of collective investment subjects.
10. Deposits of pension funds.
11. Deposits of state and municipal institutions and companies as they are defined in the law of service of the Republic of Lithuania, except for the funds kept in the deposit accounts of such institutions and companies that belong to other persons.
12. Deposits of the Bank of Lithuania.
13. Securities and obligations issued by the member of deposit insurance system related to its acceptances and promissory notes.
14. E-money and funds received by e-money institutions from e-money owners in exchange for e-money.

#### **Deposit insurance payout limits:**

Deposit insurance payouts are not paid:

-for deposits, funds, money, securities and obligations that are not subject to deposit insurance (as specified earlier in this form);

-for depositors for deposits in an account where, within 24 months until the day of insurance event, no operations have been performed in relation to the deposit and the deposit amount is less than 10 Eur.

Deposit insurance payout payment is stopped when there is a claim for money laundering against the depositor or other person that has the right to the deposit insurance payout, until the final court decision takes effect.

**Postponing the deposit insurance payout payment:**

In the events foreseen in the Law of Deposits and Obligations to the Investors of the Republic of Lithuania (see more on [www.iidraudimas.lt](http://www.iidraudimas.lt)), the deposit insurance payout payment can be postponed, e.g., when there is not sufficient data to ground the right to the deposit insurance payout, or court proceedings are taking place regarding the deposit, or the depositor has restricted rights to dispose of the deposit.

**8. FINAL PROVISIONS**

- 8.1. The Contract and its inseparable annexes enter into force from the moment it is signed by the Client and Bank and is valid until it is terminated.
- 8.2. The Client does not have a right to transfer own obligations under the Contract to a third party without a written agreement by the Bank.
- 8.3. All notices and other information prepared by the parties to each other must be in Lithuanian or other language to which the parties have agreed upon, and in a simple written form.
- 8.4. The Client has the right to terminate the Contract by informing the Bank in writing 30 (thirty) days in advance.
- 8.5. The Bank has the right to unilaterally terminate the Contract concluded for an indefinite amount of time by informing the Client, who is a user, no later than within 60 (sixty) calendar days, and by informing the Client, who is not a user, no later than within 30 (thirty) days before the termination date of the Contract, excluding the events when the law states differently.
- 8.6. The Bank has the right to terminate the conclude the Contract without complying with the notice terms if the Client i) does not comply with the terms and conditions specified in the Contract and other Bank services contracts; ii) the Bank has reasonable doubts about Client's actions complying with the legislation; iii) the Client intentionally performs actions that harm the safety and steady operation of the Bank's systems.
- 8.7. The Bank can unilaterally change the clauses of the Contract or the General part by informing the Client about the changes, if the Client is a user, no later than 60 (sixty) calendar days, and if the Client is not a user, no later than 30 (thirty) days before the changes of the Contract take effect.
- 8.8. The termination of the Contract is a basis for closing the Bank account.
- 8.9. Information about insured and non-insured deposits, annexed to this Contract, is an integral part of this Contract, as well as the General rules and rates.
- 8.10. The Contract is concluded and fulfilled under the Law of the Republic of Lithuania. Disputes arising from the Contract or related to it, are solved in accordance with procedures foreseen by the Law of the Republic of Lithuania.
- 8.11. The Contract is concluded in two copies with equal legal power, one for each party.