

UAB SME BANK GENERAL TERMS AND CONDITIONS OF THE TERM DEPOSIT AGREEMENT

Revision No 1 shall be valid from 01/11/2021

These UAB SME Bank (legal entity code 305223469, registered office address Antano Tumėno St. 4-15, LT-01109 Vilnius, the Republic of Lithuania, registered in the Register of Legal Entities of the Republic of Lithuania, hereinafter referred to as the **Bank**) General Terms and Conditions of the Term Deposit Agreement (hereinafter referred to as the **General Terms and Conditions**) shall apply to the term deposit service provided to the Bank's customers (hereinafter referred to as the **Depositors**), if the Bank and the Depositor agree thereon after signing the Special Terms and Conditions of the Agreement. These General Terms and Conditions shall be deemed to be an integral part of such Agreements. The Bank and the Depositor shall hereinafter be collectively referred to as the **Parties** and each individually as the **Party**.

1. TERMS AND ABBREVIATIONS

- 1.1. **Agreement** shall mean a Term Deposit Agreement consisting of the General Terms and Conditions and the Special Terms and Conditions.
- 1.2. **General Rules** shall mean the General Rules for the Provision of Banking Services.
- 1.3. **Deposit** shall mean the funds (the amount of the Deposit) which the Depositor transfers to the Bank for temporary storage and safekeeping in accordance with the procedure and terms established in the Agreement, and which the Bank accepts and stores in accordance with the procedure provided for in the Agreement.
- 1.4. **Depositor** shall mean a legal entity or a natural person acting in the interests of his/her business or professional activity, who concludes the Agreement himself/herself or for whose benefit the Agreement is concluded.
- 1.5. **Special Terms and Conditions** shall mean a part of the Deposit Placement Agreement signed between the Depositor and the Bank.
- 1.6. **Interest** shall mean interest of the amount specified in the Agreement paid to the Depositor of the Bank for holding the Deposit.
- 1.7. **Account** shall mean an account opened with the Bank in the name of the Depositor, used for the execution of payment transactions or containing funds belonging to the Depositor and to which the Deposit funds and interest accrued on the Deposit are transferred upon termination of the Agreement as provided in the Agreement.
- 1.8. Other terms used shall be specified in the Special Terms and Conditions.

2. INTERPRETATION

- 2.1. The titles of the sections and clauses of the Agreement are intended for more convenient use of the Agreement and may not be used to interpret the Agreement.
- 2.2. The terms used in the Agreement may, depending on the context, be used in the plural and vice versa.
- 2.3. Other terms used in the Agreement shall be understood as defined in the General Rules, unless the context of the Agreement gives a different meaning.

3. SUBJECT MATTER OF THE AGREEMENT

- 3.1. The Agreement hereby regulates the relationship between the Bank and the Depositor, arising from the transfer of the Deposit amount to the Deposit Account and withdrawing the Deposit amount from it by the Depositor as well as returning the amount of money transferred to the Depositor by the Bank under the conditions and terms provided for in the Agreement at the request of the Depositor or upon expiry of the Agreement and by paying interest on the Deposit under the conditions and in accordance with the procedure established in the Agreement. In addition to this Agreement, the relations between the Parties shall be regulated by the General Rules and legal acts of the Republic of Lithuania.
- 3.2. The Bank shall automatically transfer the Deposit amount from the Account specified in the Special Part of the Agreement to the Deposit Account on the next business day after signing the Agreement. If it is not possible to debit the Deposit amount from the Account or the Account does not contain the full amount of the Deposit, it shall be deemed that the Agreement has not been concluded. In such a case, the Bank shall transfer the amount in the Deposit Account (if a part of the Deposit amount has been paid) to the Account and close the Deposit Account.
- 3.3. The Agreement may be concluded after the Depositor and the Bank have signed the Agreement:
 - 3.3.1. with physical signatures, or

- 3.3.2. by a qualified electronic signature by means of remote communication (or by using the Bank's Internet banking services).
- 3.4. The Agreement concluded using the Bank's online banking services or using remote communication means shall have the same legal authority as the Agreement signed by the Depositor with a physical signature.
- 3.5. The Bank hereby guarantees the security of the deposited deposits and ensures the return of the deposits.
- 3.6. When concluding the Agreement, the Depositor in the Special Terms and Conditions shall select the term of the Deposit, the amount and currency of the Deposit, the Account to which the Deposit shall be returned and/or to which the Interest for the Deposit shall be paid.
- 3.7. In order to conclude the Agreement, the Depositor must have an Account with the Bank in the currency of the Deposit.
- 3.8. The Agreement shall enter into force when the pre-agreed Deposit is deposited (the Deposit amount is paid into the Deposit Account).
- 3.9. During the term of the Agreement, the Depositor shall have no right to increase or decrease the Deposit amount. The Deposit cannot be withdrawn in instalments.

4. PROCEDURE FOR CALCULATION AND PAYMENT OF INTEREST

- 4.1. The Interest specified in the Special Part of the Agreement shall be paid to the Depositor for the Deposit.
- 4.2. Interest shall be transferred to the Account in accordance with the Interest payment method specified in the Special Terms and Conditions of the Depositor at the periodicity specified in the Agreement or at the end of the Term specified in the Special Terms and Conditions of the Agreement. If the Agreement provides for the periodicity of interest payment:
 - month – Interest shall be transferred on the last business day of each month;
 - quarter – Interest shall be transferred every three months on the last business day of the month;
 - half-year – Interest shall be transferred every six months on the last business day of the month;
 - year – Interest shall be transferred every twelve months on the last business day of the month.
- 4.3. If the frequency of payment of the last accrued Interest does not coincide with the expiry date of the Deposit, then the accrued Interest shall be paid at the end of the Deposit term.
- 4.4. Interest at the end of the Term may not be paid to the Depositor if the Agreement is extended and the Depositor has chosen to add the accrued Interest to the Deposit amount for the term of the extension.
- 4.5. Interest shall be calculated from the day the Deposit is credited to the Deposit Account (inclusive) until the last day of the Term (excluding it).
- 4.6. The interest rate payable shall be determined by agreement of the Parties, taking into account the annual interest rates valid in the Bank on the day of signing the Agreement, taking into account the type, term, currency and amount of the Deposit. The duration of the year shall be considered to be 360 days.
- 4.7. Upon extension of the Agreement, the newly extended Term shall be subject to the interest rate set as valid for the Deposit of the respective Term on the first day of the new Term, unless the Bank notifies the Depositor separately of the application of a different interest rate no later than 30 days before the Term.

5. EXTENSION OF AGREEMENT VALIDITY

- 5.1. The Depositor shall have the right to choose an automatic extension of the Agreement for the same as the original Term, and the number of extensions shall be unlimited.
- 5.2. Ways to extend the Term:
 - 5.2.1. If the Depositor specifies in the Special Part of the Agreement that the Agreement is automatically extended only for the Deposit amount, the unpaid interest accrued on the last day of the Term shall be transferred to the Account and the Term shall be extended only for the Deposit amount;
 - 5.2.2. If the Depositor specifies in the Special Part of the Agreement that the Agreement is automatically extended for the amount of the Deposit and accrued interest, the Term shall be extended for the amount of the Deposit and accrued unpaid interest on the last day of the Term;
- 5.3. The Bank shall have the right not to extend the Deposit Term if the terms and conditions of the Agreement after the extension of the Deposit Term do not comply with the Deposit Terms (minimum Deposit amount, minimum or maximum Deposit Term and others) valid on the day of the Deposit term extension. The Term of the term deposit with periodic interest payment cannot be extended automatically.

- 5.4. In case the Depositor indicates that the Agreement is not automatically renewed, the Deposit amount together with the accrued and unpaid interest shall be transferred to the Account on the last day of the Term and the Deposit Account shall be closed.
- 5.5. The Depositor shall have the right to submit a request to the Bank to change the terms of the Term extension in writing or in any other manner agreed with the Bank during any term of the Agreement.

6. EARLY WITHDRAWAL OF DEPOSITS

- 6.1. The Depositor shall have the right to withdraw the Deposit (regardless of its type) before the end of the Deposit term by submitting a request to the Bank in the manner provided for in the General Terms and Conditions no later than within 14 (fourteen) banking days, unless the Parties agree otherwise.
- 6.2. If the Deposit is withdrawn before the end of the term, the Interest shall not be paid (except for the interest already paid), unless otherwise agreed with the Bank.
- 6.3. Upon withdrawal of the Deposit, the Depositor shall be deemed to have unilaterally terminated the Agreement.

7. INSURANCE

- 7.1. Information on deposit insurance and cases when deposits are not insured and when restrictions on the payment of deposit insurance benefits apply shall be provided in these General Terms and Conditions. The information provided shall be considered to be an integral part of the Agreement.
- 7.2. The Parties hereby agree that the Bank shall provide information to the Depositor once a year (by e-mail or via electronic banking) on the terms and conditions of the deposit insurance, the procedure for payment of deposit insurance benefits, cases when deposits are not insured and restrictions on the payment of deposit insurance benefits.

8. AMENDMENT OF THE TERMS AND CONDITIONS OF THE AGREEMENT

- 8.1. The terms and conditions of the Agreement may be amended by written agreement of the Parties.
- 8.2. The Bank shall have the right to unilaterally change the terms and conditions of the Agreement (except for the Term and the amount of Interest paid for the Deposit, which was determined upon concluding the Agreement or extending the Term) by notifying the Depositor thereof in writing 30 (thirty) calendar days in advance. The Depositor, without agreeing to a unilateral change in the terms and conditions of the Agreement, shall have the right to terminate the Agreement before the end of the Term. The Deposit shall be returned within 14 (fourteen) calendar days from the receipt of the Depositor's written request to return the Deposit. In such a case, the Bank shall pay the unpaid interest accrued on the Deposit up to the date of termination of the Agreement.

9. TERMINATION OF THE AGREEMENT

- 9.1. The Agreement shall enter into force upon signing it (signing the Special Terms and Conditions) and paying the full amount of the Deposit within the set term.
- 9.2. The Agreement shall terminate upon the expiry of the Term specified in the Special Part of the Agreement (if the Agreement is not extended) or upon termination of the Agreement by one of the Parties before the end of the Term or before the Parties to the Agreement have fully settled the Agreement.
- 9.3. The Bank shall have the right to unilaterally terminate the Agreement by notifying the Depositor thereof in writing (including by e-mail) 30 (thirty) calendar days in advance. Upon termination of the Agreement at the initiative of the Bank, when there is no fault of the Depositor, unpaid interest for the entire period prior to the date of termination of the Agreement shall be calculated and paid into the Account. The Deposit shall be returned after 30 (thirty) calendar days from the sending of the written notice to the Depositor about the termination of the Agreement.
- 9.4. The Bank shall have the right to terminate the Agreement immediately and unilaterally in other cases provided for in the General Rules. In such cases, the Deposit shall be returned within 14 (fourteen) calendar days from the termination of the Agreement.

10. FINAL PROVISIONS

- 10.1. The Depositor shall not be entitled to transfer his/her rights and/or obligations under the Agreement to third parties without the prior written consent of the Bank.
- 10.2. The terms and conditions specified in the Agreement, except for the Agreement documents published by the Bank, shall be considered to be confidential and may not be disclosed without the written consent of both Parties, except for the cases established by the laws of the Republic of Lithuania and

- the Bank's right, with which the Depositor agrees and does not object, to disclose information related to the Depositor and the Special Terms and Conditions to the Bank's parent company and subsidiaries, as well as to receive such information from of such companies.
- 10.3. In the event of any conflict between the terms and conditions of the Agreement and the General Terms and Conditions, the terms and conditions of the Agreement shall prevail. In the event of any inconsistency between the Special Terms and Conditions of the Agreement and the General Terms and Conditions, the Special Terms and Conditions of the Agreement shall prevail.
 - 10.4. The law of the Republic of Lithuania shall apply to the Agreement. In addition, the General Rules, which form an integral part of the Agreement, shall apply to the relations between the Parties under the Agreement.
 - 10.5. By signing the Special Terms and Conditions of the Agreement, the Depositor hereby also confirms that he/she has gotten acquainted with the General Terms and Conditions and hereby declares that the Agreement complies with the Depositor's will, its content is clear, before signing the Agreement the Depositor has gotten acquainted with and agrees with the Bank's service and transaction fees, General Rules, deposit insurance information. The Depositor hereby confirms that he/she is informed that at any time during the validity of the Deposit the information on the deposit insurance and other relevant documents shall be available on the Bank's website as specified in the General Rules. It is hereby explained to the Customer that the version of the General Terms and Conditions valid on the day of signing shall be valid for the Agreement. The wordings of the versions of the General Terms and Conditions shall be published on the Bank's Website.
 - 10.6. The Agreement shall be concluded and the information related to the Agreement shall be provided to the Depositor and the Lithuanian language shall be used in other relations between the Parties, unless the Parties have agreed otherwise.

INFORMATION ON INSURED AND NON-INSURED DEPOSITS.

General information on the insurance of the deposit	
Deposits held by UAB „SME Bank“ are insured	at the State Company “Deposit and Investment Insurance”
Insurance limit	up to EUR 100 000 for a single depositor for all the deposits held in a single credit institution ¹
If you have more deposits in the same credit institution	all of your deposits held in the same credit institution are totalised and an insurance limit of EUR 100 000 is applied to the total amount ¹
If you have a joint account with another person (other persons)	the insurance limit of EUR 100 000 is applied individually to each depositor ²
The period for paying the insurance compensation for deposits if the credit union fails to fulfil its liabilities	10 working days ³
The currency of the payment of the insurance compensation for deposits	Euros
Contact information	the State Company “Deposit and Investment Insurance”, Algirdo str. 31, LT-03219 Vilnius, tel.: (+370 5) 213 5657, fax: (+370 5) 213 5546, e-mail: idf@idf.lt
Further information	www.iidraudimas.lt
The depositor’s confirmation of the receipt of the information	

Remarks:

¹ If the deposit is not returned because the credit institution is unable to fulfil its financial liabilities, the State Company “Deposit and Investment Insurance” shall pay the insurance compensation for deposits to the depositors. The largest amount of the insurance compensation for deposits held in a single credit institution for a single depositor shall be EUR 100 000. In establishing the amount of the insurance compensation for deposits, all the deposits held in the same credit institution shall be totalized. For instance, if the depositor has a savings account with EUR 90 000 in it, and a current account with EUR 20 000 in it, he or she will be paid an insurance compensation of only EUR 100 000.

In some cases (when funds for the sold residential housing belonging to the depositor by the right of claim are transferred to the depositor’s account no sooner than 6 months before the day of the insured event of deposits; the depositor inherits funds in accordance with a will or a law; the depositor receives funds as a beneficiary in the event of death according to a life insurance contract or a contract corresponding in its essence to a life insurance contract; the depositor receives funds as compensation or payment in the case of death of another person while carrying out job duties or official duties in the cases laid down by the law; when payments or compensations are paid to cover the damage caused by violent crimes) the deposits shall be insured by an amount exceeding EUR 100 000.

For more information please visit: www.iidraudimas.lt.

² If you hold a joint account with another person (other persons), the insurance limit of EUR 100 000 shall apply to each co-owner individually.

³ The payment of insurance compensations.

The State Company “Deposit and Investment Insurance” (Algirdo str. 31, LT-03219 Vilnius, tel.: (8 5) 213 5657, fax: (8 5) 213 5546, e-mail: idf@idf.lt) shall be responsible for the deposit insurance system, website: www.iidraudimas.lt. It will return your deposits (up to EUR 100 000) no later than in:

- 10 working days from 1 January 2021 until 31 December 2023;
- 7 working days from 1 January 2024.

If insurance compensations for deposits are not paid in 7 working days from the day of the insured event of deposits, a compensation share (advance insurance compensation for deposits) equal to the minimum monthly wage but not larger than the amount of the depositor's insurable deposits shall be paid in 5 working days after the receipt of the request as of 16 May 2016.

If you have not been paid the insurance compensation in the specified periods, you should contact the State Company "Deposit and Investment Insurance". For more information please visit: www.iidraudimas.lt.

Other important information.

Essentially all the deposits of retail depositors and companies shall be insured at the State Company "Deposit and Investment Insurance".

Exemptions specified on the State Company "Deposit and Investment Insurance" website at www.iidraudimas.lt shall apply to some deposits. Under your request, the credit institution will also inform you about the insurance status of specific products. If deposits are insured, the credit institution confirms the fact in the account statement.

INSTANCES WHEN DEPOSITS ARE NOT INSURED AND WHEN RESTRICTIONS ON PAYOUT OF DEPOSIT INSURANCE BENEFITS APPLY

The following shall not be the object of deposit insurance:

1. Deposits of other credit institutions which are held at their account and in their name.
2. Own funds of the respective credit institution.
3. Deposits in respect of which a judgment of conviction has been passed in a criminal case concerning money laundering.
4. Deposits of financial institutions.
5. Deposits of management companies.
6. Deposits of financial brokerage firms.
7. Deposits with unidentified owners (deposits held in anonymous and encoded accounts).
8. Deposits of insurance companies and reinsurance companies as well as insurance companies and reinsurance companies established in other Member States and third countries.
9. Deposits of collective investment undertakings.
10. Deposits of pension funds.
11. Deposits of State and municipal institutions and bodies as these are defined in the Law on Civil Service of the Republic of Lithuania, except funds owned by other parties and held in deposit accounts of such institutions and bodies.
12. Deposits of the Bank of Lithuania.
13. Debt securities and liabilities related to acceptances and promissory notes issued by the deposit insurance system participant itself.
14. Electronic money and funds received by an electronic money institution from electronic money owners for the purpose of exchange to electronic money.

Any deposits of the entities listed above shall not qualify as the object of deposit insurance, regardless of the country under whose legal acts these entities have been incorporated.

Restrictions on payout of deposit insurance benefits:

Deposit insurance benefits shall not be paid out:

- 1) for any deposits, funds, monies, securities and/or liabilities which are not the object of deposit insurance (as indicated in this form above);
- 2) to depositors for deposits in an account, in which no transactions related to a deposit have been executed over 24 months before the date of the respective deposit insured event and the amount of the held deposit is smaller than EUR 10;
- 3) to depositors or other persons, which have the right of claim to the deposit insurance benefit and in respect of which, by reason of the lawfulness of acquisition of funds kept by them in the form of deposits, a judgment of conviction has been passed in a criminal case concerning money laundering and/or terrorist financing.

Postponement of the date of payout of deposit insurance benefits:

In the cases listed in the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania (see in more detail at www.iidraudimas.lt), the payout of a deposit insurance benefit may be postponed – for instance, when there is lack of data by which the right to receive a deposit insurance benefit may be

substantiated, or a there is a legal dispute related to the deposit, or the depositor's right to dispose of the deposit has been restricted.

FINAL PROVISIONS.

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. The Client has the right to terminate the Contract by informing the Bank in writing 30 (thirty) days in advance.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. The termination of the Contract is a basis for closing the Bank account.
- 1.9. 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.
- 1.10. 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.
- 1.11. The Contract is concluded in two copies with equal legal power, one for each party.