

GENERAL TERMS AND CONDITIONS OF TERM DEPOSIT AGREEMENT

Revision No 2, valid from 01/01/2024

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** - Term Deposit Agreement consisting of the General Terms and Conditions and the Special Terms and Conditions.
- 1.2. **General Rules** - the General Rules for the Provision of Banking Services.
- 1.3. **Deposit** - 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** - 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** - a part of the Deposit Placement Agreement signed between the Depositor and the Bank.
- 1.6. **Interest** – interest of the amount specified in the Agreement paid to the Depositor of the Bank for holding the Deposit.
- 1.7. **Account** - 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:
 - 4.2.1. month – Interest shall be transferred on the last business day of each month;
 - 4.2.2. quarter – Interest shall be transferred every three months on the last business day of the month;
 - 4.2.3. half-year – Interest shall be transferred every six months on the last business day of the month;
 - 4.2.4. 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 email or via electronic banking) on the main information on deposit insurance, the procedure of insurance compensation disbursement, cases where deposits are not insured, cases where restrictions to the payment of insurance compensation for deposits apply and cases where the payment of insurance compensation for deposits is deferred.

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.

11. DEPOSITOR INFORMATION

MAIN INFORMATION ON DEPOSIT INSURANCE	
Deposits held by UAB SME Bank are insured	Public Institution 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	7 working days ³
The currency of the payment of the insurance compensation for deposits	euros
Contact information	Public Institution Deposit and Investment Insurance, address: 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
Depositor confirmation that he received the information	

Remarks:

¹If a deposit is not compensated as a result of UAB SME Bank's inability to fulfil its financial obligations, deposit insurance compensations to depositors shall be paid by insurance company. Maximum amount of insurance compensation of deposits with UAB SME Bank per single depositor is EUR 100 000. The amount of deposit insurance compensation is determined by summing up all the deposits held with UAB SME Bank. For instance, if a depositor has a savings account with relevant account balance of EUR 90 000 and a current account with relevant account balance of EUR 20 000, the amount that will be disbursed to such depositor as insurance compensation will be only EUR 100 000.

In some specific cases (funds from sales of residential property owned by a depositor have been transferred to the depositor's account no more than 6 months before the occurrence of the deposit insured event; funds inherited by a depositor as legatee or successor; funds received by a depositor as a beneficiary under a life insurance contract or under any other contract that conforms to its essence in the event of death; funds received by a depositor as a compensation or benefit in the cases and under the conditions provided for by law due to fatality of another person when performing his/her professional or official duties; benefits or compensations for damage rendered by violent crimes) deposit coverage is higher than EUR 100 000.

More detailed information is available at the following website: www.iidraudimas.lt.

²If you have a joint account with another (other) person (persons), the insurance coverage limit of EUR 100 000 applies to each joint owner of the deposit.

³Insurance compensation disbursement.

Institution responsible for the deposit insurance scheme is insurance company (Public Institution Deposit and Investment Insurance, address: Algirdo g. 31, Vilnius, LT-03219, tel.: 8 5 2135657, fax: 8 5 2135546, email: idf@idf.lt), website address: www.iidraudimas.lt. It will compensate your deposits (up to EUR 100,000) no later than within:

- 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 within said periods no insurance compensation was disbursed to you, you should contact insurance company. More detailed information is available at the following website: www.iidraudimas.lt.

Other important information

In principle, all deposits of retail depositors and corporate depositors are insured by insurance company. Exceptions applied to certain deposits are provided at the website of insurance company: www.iidraudimas.lt. UAB SME Bank, at your request, will also inform you whether a product is or is not covered by insurance. If deposits are insured, UAB SME Bank confirms this in statement of account.

MAIN INFORMATION ON CASES WHERE DEPOSITS ARE NOT INSURED AND WHERE RESTRICTIONS TO THE PAYMENT OF INSURANCE COMPENSATION FOR DEPOSITS APPLY	
Deposits held by UAB SME Bank are insured	Public Institution Deposit and Investment Insurance
Cases where deposits are not insured	<p>Please be informed that according to Article 3(2) of the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors, deposit insurance shall not cover (the deposits of the specified entities shall not be the object of deposit insurance, regardless of the legislation of the country under which these entities are incorporated):</p> <ol style="list-style-type: none"> 1.1. deposits of other credit institutions, held on own account and in own name; 1.2. own funds; 1.3. deposits which have resulted in a conviction in a criminal case concerning money laundering; 1.4. deposits of financial institutions; 1.5. deposits of management companies; 1.6. deposits of financial brokerage firms; 1.7. deposits which have no identified owner (deposits held in anonymous and coded accounts); 1.8. deposits of insurance and reinsurance companies, as well as deposits of insurance and reinsurance companies established in other Member States and third countries; 1.9. deposits of collective investment entities; 1.10. deposits of pension funds;

	<p>1.11. deposits of state and municipal institutions and bodies as defined in the Republic of Lithuania Law on the State Service, except for funds belonging to other persons held in deposit accounts of such institutions and bodies;</p> <p>1.12. deposits of the Bank of Lithuania;</p> <p>1.13. debt securities and liabilities issued by the participant of the deposit insurance system himself, related to his acceptances and promissory notes;</p> <p>1.14. electronic money and funds received by electronic money institutions from electronic money holders in exchange for electronic money.</p>
<p>Cases where restrictions to the payment of insurance compensation for deposits apply</p>	<p>It is hereby informed that according to Article 8 of the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors, no deposit insurance benefits are paid:</p> <p>2.1. for any deposits, funds, monies, securities and/or liabilities which according to Article 3, Part 2 of the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors are not the object of deposit insurance;</p> <p>2.2. 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;</p> <p>2.3. 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.</p>
<p>Cases where the payment of insurance compensation for deposits is deferred</p>	<p>Please be informed that according to Article 7(4) of the Law on Insurance of Deposits and Liabilities to Investors, the payment of insurance compensation for deposits shall be deferred, when:</p> <p>3.1. there is a lack of data justifying the right of the requestor to the insurance compensation for deposits or if the deposit is the subject of a legal dispute; until the data justifying the right to the insurance compensation for deposits is provided or until the final decision of the court is enforced resolving the deposit dispute;</p> <p>3.2. the depositor's right to access the deposit is limited in the cases and under the conditions provided for by laws; until these limitations are lifted;</p> <p>3.3. no deposit-related transactions have taken place in 24 months preceding the date of the deposit insurance event; up to 3 months after the date of the deposit insurance event;</p> <p>3.4. the insurance company receives information from the participant of the deposit insurance system in regard to the amount of insurance compensation for deposits, which will exceed EUR 100 000 due to reasons indicated in Article 4(2) of the Law on Insurance of Deposits and Liabilities to Investors, and for the amount exceeding EUR 100 000; until the amounts indicated in Article 4(2) of the Law on Insurance of Deposits and Liabilities to Investors are clarified, but no later than 3 months after the date of the deposit insurance event;</p>

	<p>3.5. the eligible deposit is held in a joint or deposit account; until the amounts belonging to a specific person in a joint or deposit account are clarified, but no later than 3 months after the date of the deposit insurance event;</p> <p>3.6. the payment of insurance compensation for deposits is made to the depositors of a branch established in a host Member State by a credit institution established in the Republic of Lithuania under Article 7(7) of the Law on Insurance of Deposits and Liabilities to Investors; until the administrator of deposit insurance system of a host Member State confirms that they are prepared to pay insurance compensation for deposits;</p> <p>3.7. the payment of insurance compensation for deposits is made to the depositors of a branch established in the Republic of Lithuania by a credit institution having its registered office in another Member State under Article 7(8) of the Law on Insurance of Deposits and Liabilities to Investors; until the administrator of deposit insurance system of a Member State of the registered office, where the credit institution that has established a branch in the Republic of Lithuania is a participant of that system, provides the information to the insurance company that is required for the payment of insurance compensation for deposits and transfers the amount of funds required for the payment of insurance compensation for deposits;</p> <p>3.8. a depositor or other person who has the right of claim to an insurance compensation for deposit is charged with money laundering and/or terrorist financing in relation to the legality of the acquisition of the money held as a deposit; until the date of becoming effective of the final decision of the court.</p>
Contact information	Public Institution Deposit and Investment Insurance, address: Algirdo str. 31, LT-03219 Vilnius, tel.: (+370 5) 213 5657, fax: (+370 5) 213 5546, email: idf@idf.lt
Further information	www.idraudimas.lt
Depositor confirmation that he received the information	