

GENERAL PART OF BANK ACCOUNT CONTRACT

Revision No. 3, valid from 02/04/2024

1. CONCEPTS

- 1.1. **Bank** – UAB SME Bank, registration number 305223469, address Antano Tumėno str. 4-15, LT01109 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** – natural person of legal entity that has concluded the Contract with the Bank.
- 1.4. **Website** – the website of the Bank: 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. OBJECT 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. THE RESPONSIBILITIES OF THE CLIENT

- 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 nonjudicial 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), address: Žirmūnų str. 151, LT-09128 Vilnius, Lithuania.

7. FINAL PROVISIONS

- 7.1. 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.
- 7.2. The Client does not have a right to transfer its obligations under the Contract to a third party without a written agreement by the Bank.
- 7.3. 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.

- 7.4. The Client has the right to terminate the Contract by informing the Bank in writing 30 (thirty) days in advance.
- 7.5. 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.
- 7.6. The Bank has the right to terminate the conclude the Contract without complying with the notice terms if the Client:
- 7.6.1. does not comply with the terms and conditions specified in the Contract and other Bank services contracts;
 - 7.6.2. the Bank has reasonable doubts about Client's actions complying with the legislation;
 - 7.6.3. the Client intentionally performs actions that harm the safety and steady operation of the Bank's systems.
- 7.7. 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.
- 7.8. The termination of the Contract is a basis for closing the Bank account.
- 7.9. 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.
- 7.10. 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.
- 7.11. The Contract is concluded in two copies with equal legal power, one for each party.

8. 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: Savanoriu av. 5, LT-03116, 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: Savanoriu av. 5, LT-03116, Vilnius; tel.: (+370 5) 213 5657; fax: (+370 5) 213 5546; e-mail: 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; 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; 1.12. deposits of the Bank of Lithuania; 1.13. debt securities and liabilities issued by the participant of the deposit insurance system himself, related to his acceptances and promissory notes; 1.14. electronic money and funds received by electronic money institutions from electronic money holders in exchange for electronic money.
Cases where restrictions to the payment of insurance compensation for deposits apply	<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> <ol style="list-style-type: none"> 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; 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>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> <ol style="list-style-type: none"> 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; 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; 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; 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; 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; 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; 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

	<p>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	<p>Public Institution Deposit and Investment Insurance, address: Savanoriu av. 5, LT-03116, Vilnius; tel.: (+370 5) 213 5657; fax: (+370 5) 213 5546; e-mail: idf@idf.lt</p>
Further information	<p>www.iidraudimas.lt</p>
Depositor confirmation that he received the information	