

GENERAL TERMS OF ACCUMULATION ACCOUNT AGREEMENT

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

These General Terms of UAB SME Bank (legal entity code 305223469, registered address at Antano Tumėno str. 4-15, LT-01109 Vilnius, Lithuania, registered in the Register of Legal Entities of the Republic of Lithuania (hereinafter referred to as the **Bank**) Accumulation Account Agreement (hereinafter referred to as the **General Terms**) are applied to the provision of accumulation account services rendered to Clients of the Bank if they conclude the Agreement, by signing the Special Terms. These General Terms are considered to be an inseparable part of such Agreements. The Bank and the Client are hereby jointly referred to as "**Parties**" and severally as "**Party**".

1. CONCEPTS

- 1.1. **Bank** – UAB SME Bank, company number: 305223469, address: Antano Tumėno str. 4-15, LT01109 Vilnius.
- 1.2. **Agreement** - the Account Accumulation Agreement concluded between the Bank and the Customer, consisting of the General Part and the Special Part, and the Rules applicable to this Agreement.
- 1.3. **Customer** - the legal entity that has entered into the Agreement.
- 1.4. **Website** - the website of the Bank: www.smebank.lt.
- 1.5. **Online Banking** - the system of the Bank enabling the Customer to manage the services provided by the Bank online.
- 1.6. **Accumulation Account** - the bank account opened within the Bank for the Customer for the purpose of accumulating the authorised (share) capital of the Customer.
- 1.7. **Payment Transaction** - the transfer of funds initiated by the Customer from the Account opened with the Bank.
- 1.8. **Fees** - the fees charged to the Customer for the services provided by the Bank, which are published on the Website.
- 1.9. **General Rules** - the General Rules for the provision of the services by the Bank, which are published on the Website.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Agreement shall set out the rights and obligations of the Bank and the Customer arising from the use of the Account.
- 2.2. Under the Agreement, the Bank shall undertake to accept and credit money to the Accumulation Account opened by the Customer, to execute the Customer's instructions for transferring and withdrawing certain amounts from the Account, and to perform other operations executed by the Bank, whereas the Customer shall undertake to reimburse the Bank for the services rendered and operations performed, as much as is permitted by law.
- 2.3. The Customer shall not be paid interest by the Bank on the funds in the Account, unless otherwise agreed.

3. RIGHTS AND OBLIGATIONS OF THE BANK

- 3.1. The Bank shall undertake to:
 - 3.1.1. open the Accumulation Account for the Customer;
 - 3.1.2. credit the funds transferred to the Account;
 - 3.1.3. execute payment orders given by the Customer in writing or by other agreed means.

- 3.1.4. provide information on the Account balance, payment transactions made and other agreed information.
- 3.1.5. execute other instructions given by the Customer to the extent permitted by the functionality of the Account or applicable restrictions (transaction limits, account restrictions, etc.).
- 3.2. The Bank shall be entitled to:
 - 3.2.1. receive remuneration in accordance with the applicable Fees for the services rendered to the Customer;
 - 3.2.2. debit the applicable Fees from the Account or other accounts of the Customer with the Bank.
- 3.3. The Bank shall execute payment transactions in the currency specified in the Special Part of the Agreement. If the funds received into the Account are in a currency other than the specified currency, the Bank shall convert them into the currency of the Account at the rate set by the Bank on the date of currency conversion, before crediting such funds to the Account.
- 3.4. If funds have been transferred to the Account in error or the Customer has received another's funds, the Bank shall be entitled to make a correction by debiting the amount of funds credited to the Account without the Customer's consent. If the Account has insufficient funds to debit the erroneously credited funds, the Bank shall be entitled to block the Account and/or debit such amount of funds from the other Accounts of the Customer.
- 3.5. The Bank shall not be liable for and shall not verify the accuracy of the data provided in the payment order.
- 3.6. The Bank shall be entitled to refuse the execution of payment transaction if this is contrary to the applicable legislation, the General Rules or the terms and conditions of this Agreement.
- 3.7. Payment transfers from the Account shall be made only if there are sufficient funds in the Account to make the payment and to pay the fees charged by the Bank, unless otherwise agreed.
- 3.8. After the Customer transfers all funds from the Accumulation Account, the Bank will close the Accumulation Account without the separate consent/request of the Customer.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 4.1. The Customer shall undertake to
 - 4.1.1. comply with the requirements set out in the Agreement;
 - 4.1.2. provide data confirming that the Customer is in the course of establishment or has registered a legal entity entitled to accumulate and/or increase funds for the authorised capital in accordance with the law, upon the request of the Bank;
 - 4.1.3. correctly fill in the forms provided by the Bank and follow the instructions of the Bank when giving payment orders;
 - 4.1.4. pay the applicable Fees for the services rendered by the Bank on time;
 - 4.1.5. comply with other obligations agreed with the Bank.
- 4.2. The Customer shall be entitled to:
 - 4.2.1. manage the Account and carry out payment transactions to the extent related to the accumulation of the authorised capital;
 - 4.2.2. receive information on the Account as agreed in advance;
 - 4.2.3. receive other services agreed with the Bank.

5. LIABILITY OF THE PARTIES

- 5.1. The Customer shall be responsible for the accuracy of the instructions, notices, requests and data submitted to the Bank using the Account.

- 5.2. The Bank shall not be liable for the services and goods provided by third parties, and their quality, disruptions in electronic systems of third parties when the Customer accesses the systems of third parties or pays for goods sold or services provided by third parties using Online Banking services.
- 5.3. The Bank shall not be liable for any losses incurred if the Customer does not inform the Bank that the User/Administrator's power of attorney, proxy or other basis of representation has expired.
- 5.4. The Bank shall undertake to indemnify the Customer against direct losses incurred by the Customer as a result of the intent or gross negligence of the Bank.

6. FINAL PROVISIONS

- 6.1. The Agreement shall enter into force after signing by the Customer and the Bank.
- 6.2. The Agreement shall enter into force on the date of its conclusion and shall remain in force:
 - 6.2.1. until the Customer is established in accordance with the procedure laid down in legislation and all funds in the Accumulation Account are transferred to another account;
 - 6.2.2. until the Customer terminates the establishment procedure and provides evidence.
- 6.3. The Customer shall be entitled to terminate the Agreement by giving the Bank 30 (thirty) calendar days' written notice.
- 6.4. The Bank shall be entitled unilaterally to terminate the Agreement concluded for an indefinite period of time by notifying the Customer, who is a consumer, at least 60 (sixty) calendar days, and the Customer, who is not a consumer, at least 30 (thirty) calendar days before the termination of the Agreement, except for the cases, when the law provides otherwise.
- 6.5. The Bank shall be entitled to terminate the Agreement without complying with the notice periods if the Customer:
 - 6.5.1. fails to comply with the terms and conditions set out in the Agreement or in other service agreements of the Bank;
 - 6.5.2. the Bank has a reasonable doubt as to whether the Customer's actions comply with the requirements of the legislation;
 - 6.5.3. the Customer deliberately carries out activities that are detrimental to the security of the systems and the stable operation of the Bank.
- 6.6. The Bank may unilaterally amend the provisions of the General Part of the Agreement by notifying the amendments to the Agreement to the Customer, who is a consumer, at least 60 (sixty) calendar days, and to the Customer, who is not a consumer, at least 30 (thirty) days before the effective date of the amendments thereto.
- 6.7. Any disputes arising out of or related to the Agreement shall be settled in accordance with the procedure established by the law of the Republic of Lithuania.

7. 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.

<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> <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; 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>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

	<p>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>
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