

ANNEX II: BUSINESS API AGREEMENT
TO ANNEX I: ELECTRONIC BANKING AGREEMENT
TO THE BANK ACCOUNT AGREEMENT
GENERAL PART

Version No 1, effective from 12/04/2023

1. Terms and Definitions

- 1.1. **Bank** – UAB “SME Bank”, company code 305223469, Antano Tumėno st. 4-15, LT-01109 Vilnius, Lithuania.
- 1.2. **Bank’s Website** – Bank’s internet site www.smebank.lt.
- 1.3. **Internet Banking** – the Bank’s online client service system (including the mobile application) through which the Client can manage his/her rights and perform other actions permitted by the Bank.
- 1.4. **Client** – a legal entity that has concluded an Agreement with the Bank.
- 1.5. **Operation** – actions performed by the Client via the Direct Interface, as specified in the Special Part of the Agreement.
- 1.6. **Services** – operations, message exchanges, and other actions permitted by the Bank through the Direct Interface, as defined in this Agreement.
- 1.7. **Message** – a request and response regarding data exchange between the Client’s software under the conditions specified in the Specification. Messages may include Bank informational messages, reports, statements, or other types of data described in the Specification.
- 1.8. **Certificate** – a certificate used together with a private key to authenticate the Client each time he/she accesses the Direct Interface. Data of the certificate used for authentication are specified in the Agreement.
- 1.9. **Specification** – technical documentation of the Direct Interface (“Business API”) service, describing the principles and requirements for using the Services, message structures and formats, authentication, error handling, supported certificates, and other relevant information.
- 1.10. **Agreement** – the Direct Interface (“Business API”) service agreement, including all its annexes and amendments, descriptions of conditions, and later modifications.
- 1.11. **Direct Interface** – the “Business API” programming interface (API) through which the Client’s software connects to the Bank’s system, enabling the Client to use the Services.
- 1.12. **Direct Interface Password** – the password issued by the Bank to the Client for accessing the Direct Interface after signing the Agreement.
- 1.13. **Technical Intermediary** – a Client using the Direct Interface service, able to use the Services for its own purposes, but also authorized to act on behalf of another Client under the terms and procedures specified in their Agreement, ensuring technical access and the ability to exchange Messages. Depending on the Agreement, the Technical Intermediary may act as an operator (software or service provider) or as a representative (an entity facilitating the provision of Services to a group of related companies).

2. Subject Matter

- 2.1. This Agreement defines the provision of Services to the Client through the Direct Interface.

3. Provision of Services and Execution of Operations

- 3.1. The Client must use the Direct Interface password to confirm an Operation.
- 3.2. To use the Direct Interface service, the Client must have concluded an electronic banking agreement with the Bank. The Client may not terminate the Bank account or the electronic banking agreement without terminating this Agreement.
- 3.3. If the Direct Interface service is provided through a Technical Intermediary, the Client must

perform the following actions:

3.3.1. Grant the Technical Intermediary a power of attorney in a form acceptable to the Bank;

3.3.2. Confirm to the Bank, in a manner acceptable to the Bank, that the Technical Intermediary may act as an intermediary for maintaining connectivity and sending Messages, enabling the use of the Services specified in this Agreement.

3.4. The Bank has the right to share information related to the provision of Services with an authorized Technical Intermediary.

4. Technical Requirements

4.1. The technical requirements of the Direct Interface (Specification) are provided to the Client at the contact details specified by the Client.

4.2. The Bank may change the technical requirements of the Interface at any time, notifying the Client of such changes.

4.3. To continue using the Direct Interface service, the Client must install or otherwise implement the required updates.

5. Access Restrictions

5.1. The Bank has the right to terminate or restrict access to the Direct Interface if:

5.1.1. There is a real threat to the security of the Direct Interface;

5.1.2. The Client or its Technical Intermediary fails to comply with this Agreement, other documents regulating the provision of the Bank's services, or other lawful Bank requirements;

5.1.3. Such a requirement is issued by the authority supervising the Bank;

5.1.4. Other objective reasons make it impossible to provide the Direct Interface service.

5.2. The Bank may temporarily restrict the Direct Interface to correct, improve, update, install new, or modify existing functions, after prior notification to the Client. In certain cases, the Bank may suspend the Direct Interface if there are doubts about its security.

6. Limits

6.1. If specified in the Agreement, certain Operations may be subject to limits. If limits are not specified, the Technical Intermediary or Client may perform all Operations provided for in the Agreement without restrictions.

7. Applicable Fees

7.1. The Client shall pay the Bank the fees for using the Services as set forth in the Agreement or in the Bank's price list available on the Bank's website.

7.2. The Bank shall debit the payable amounts from the Client's account at the Bank specified in the Agreement.

7.3. The Client shall ensure that there are sufficient funds in the account to cover the fees. The Bank has the right, but is not obliged, to debit fees from another Client account held at the Bank.

8. Liability and Dispute Resolution

8.1. The Client must ensure that only the Client or its appointed Technical Intermediary has access to the Direct Interface service and must ensure that unauthorized third parties cannot access the Direct Interface.

8.2. The Client must ensure that the identification tools issued to him/her, including the Certificate, Direct Interface Password, and other sensitive information that may affect the security of the Direct Interface, are properly protected and not disclosed to unauthorized third parties.

8.3. The Client must immediately notify the Bank if the Certificate, Direct Interface Password, or any other sensitive information potentially affecting the security of the Direct Interface is lost or disclosed to unauthorized third parties. Upon receiving such information, the Bank shall take measures to block access to the Direct Interface.

- 8.4. The Client is liable for the actions or refrainment from acting by the appointed Technical Intermediary and assumes any resulting losses.
- 8.5. The Bank is liable for the proper functioning and security of the Direct Interface.

9. Final Provisions

- 9.1. The Agreement is open-ended and enters into force upon signature by both Parties.
- 9.2. All Agreements concluded with the Bank are governed by the laws of the Republic of Lithuania, unless the Parties explicitly agree otherwise.
- 9.3. The Client may terminate the Agreement at any time by notifying the Bank at least 14 days in advance.
- 9.4. The Bank may unilaterally terminate the Agreement without notice if:
 - 9.4.1. The Client or its representative grossly violates the terms of the Agreement;
 - 9.4.2. All Client accounts with the Bank are closed;
 - 9.4.3. The Client revokes the power of attorney of the Technical Intermediary without appointing another representative;
 - 9.4.4. In other cases determined by the Bank if continued validity of the Agreement would threaten the Bank's interests.
- 9.5. The Bank has the right to modify the terms of the General Part of the Agreement, applicable fees, and other conditions, notifying the Client at least 14 days in advance. The Bank has the right at any time (without observing the above notice period) to amend the Specification and the list of provided services, including, but not limited to, the possible Messages that can be sent.
- 9.6. To the extent not conflicting with or addressed in this Agreement, the relationship between the Bank and the Client is also governed by the "SME Bank" policies regarding personal data processing, the price list, internet banking usage terms, and additionally guided by other agreements or conditions regulating the provision of the Bank's services to clients.