

## Legal entity current account agreement

### 1. Subject matter of the Agreement

- 1.1. This Current Account Agreement (hereinafter the Agreement) shall regulate the relationship of the legal entity specified in the Agreement (hereinafter the Customer) and the Public Limited Liability Company Mano Bankas, Company Reg. No. 112043081, registration address: S. Moniuškos g. 27, Vilnius (hereinafter the Bank) appearing when the Customer opens a current account (hereinafter the Account) with the Bank, deposits funds in the Account, uses the Account, disposes of the funds available in the Account and executes other operations in the Account.
- 1.2. The relationship of the Customer and the Bank appearing by reason of opening the Account, depositing funds and executing orders regarding the funds available in the Account shall also be regulated by the Civil Code of the Republic of Lithuania, other legal acts, the Conditions of Provision of Payment Services of the Bank, the Personal Data Processing Rules approved by the Bank and other documents regulating the execution of operations.

### 2. Obligations of the Bank

- 2.1. The Bank hereby agrees, according to the conditions and procedure prescribed by this Agreement:
  - 2.1.1. To open a current account for the Customer for an unlimited term.
  - 2.1.2. According to the procedure and terms prescribed by this Agreement, to execute the Customer's orders regarding the funds available in the Account and execute other banking operations permitted to the Bank, for which the rates of the Bank's services and operations as approved and published (on the Bank's internet website at [www.mano.bank](http://www.mano.bank) and the Bank's customer service centres) by the Bank shall be charged. The Bank shall not accept and shall not execute the Customer's orders to execute operations in the Account, if the funds available in the Account have been seized or the Customer's right to dispose of the funds available in the Account has been restricted in any other manner as well as when the operations executed by the Bank are suspended in cases and according to the procedure prescribed by legal acts.
  - 2.1.3. To pay or transfer funds at the Customer's order within 2 (two) business days after the date the respective payment document or order is received.
  - 2.1.4. At the Customer's request, to provide the Account statement within 5 (five) business days. Account statements with the specified information shall be provided based on the services and operations rates approved by the Bank.

- 2.1.5. To ensure the confidentiality of the Customer, the Account and all the operations relating to the Account, except in cases provided for by law. The Bank shall only provide information about the status of the Account and the operations related to the Account to the Customer or the Customer's authorised representative. Information about the Customer and the Account may only be provided to any other parties in the absence of the Customer's consent according to the procedure and in cases prescribed by law and/or this Agreement.
- 2.2. To pay for the balance of funds available in the Account the annual interest rate approved by the Bank and valid on the respective date, if the Parties agree on the payment of interest in the Special Part of this Agreement. The Bank shall be entitled to unilaterally adjust its services and operations rates according to the procedure prescribed by the Conditions of Provision of Payment Services.

### **3. Interest**

- 3.1. Where the Parties agree on the payment of interest in the Special Part of this Agreement, interest shall be calculated on the actual amount available in the current account based on the actual number of days, while assuming that a year has 360 days and a month has the calendar number of days. Where the amount of funds available in the Account is smaller than the minimum account balance prescribed by the Bank, interest shall not be paid.
- 3.2. The accrued interest shall be paid to the Customer's Account at the end of each calendar month. Where the Customer withdraws all the funds from the Account or terminates this Agreement, interest shall be paid on the date the funds are withdrawn or the Agreement is terminated.
- 3.3. The balance of funds available in the Account shall not be increased by the amount of unpaid interest.
- 3.4. The Bank shall be entitled to adjust the interest rate on the funds available in the Account, the minimum amount of the Account balance on which interest is paid and the minimum amount of one-time supplementation of the Account in accordance with the procedure prescribed by the Conditions of Provision of Payment Services.

### **4. Rights and obligations of the Customer**

- 4.1. The Customer shall have the following rights:
- 4.1.1. To supplement the Account with an amount not smaller than the minimum one-time Account supplementation amount specified in the Special Part of the Agreement. Funds may be deposited to the Account by wire transfer or in cash; funds may also be deposited to the Account by any other legal entity or natural person;
- 4.1.2. To withdraw all or part of the funds available in the Account.

- 4.2. In order to withdraw the funds available in the Account in cash, the Customer shall notify the Bank of this in writing 5 (five) business days in advance.
- 4.3. The Customer shall present instructions regarding the execution of payments or other operations by visiting the Bank and signing the application/instruction in the form approved by the Bank regarding the execution of payment or other operation as well as by using the Bank's online electronic services system, if the Customer concludes the electronic services provision agreement.
- 4.4. The Customer's instructions to execute operations in the Account may only be presented by persons authorised by the Customer. Persons who are entitled to dispose of the funds available in the Account may also be indicated on the sample signatures and seals card presented by the Customer to the Bank; the aforementioned sample signatures and seals card must be signed by the Customer's head of administration or other person duly authorised by the Customer's head of administration to confirm the right of the persons indicated on the card to dispose of the funds available in the Account.
- 4.5. The Customer's written instructions shall be signed by the Customer's authorised representatives and verified with a seal, if the seal sample is included on the sample signatures and seals card provided to the Bank.
- 4.6. The Customer hereby assumes the following obligations:
  - 4.6.1. To execute payment operations according to the Conditions of Provision of Payment Services of the Bank, the rules approved by the Bank of Lithuania and other legal acts of the Republic of Lithuania;
  - 4.6.2. In case of any changes in the Customer's name, address, Articles of Association, heads of administration or other persons entitled to dispose of the funds available in the Account, no later than on the following business day of the Bank after the changes, visit the Bank and notify the Bank about the changes in the details or revocation of authorisations and/or adjust the sample signatures and seals card and provide other required legally binding documents. Should the Customer fail to appropriately fulfil the obligations stipulated herein, the Customer shall be liable in full for all the resulting consequences.
  - 4.6.3. In case of any changes in the Customer's heads of administration, representatives or other persons who are entitled to conclude transactions on behalf of the Customer, the Customer must immediately notify the Bank of this in writing and provide documents relating to the changes or verified copies of such documents and an extract from the Register of Legal Entities, sample signatures of the heads of administration who will represent the legal entity and sample seals executed according to the prescribed procedure and documents evidencing the changes in the aforementioned details.
  - 4.6.4. To pay for the services provided by the Bank and for the executed operations based on the services and operations rates set by the Bank.
- 4.7. Where the Customer is a financial institution, the Customer hereby agrees to not use this Account for storing any funds of its customers and to not use the Account for any payment operations, which are executed only with the funds of customers of the

Customer that is a financial institution. In cases where the Customer fails to fulfil these obligations, the Bank shall be entitled to unilaterally terminate the Agreement without giving any prior notice to that effect.

- 4.8. The Customer may not assign any of its rights and/or obligations under the Agreement to a third party without the Bank's written consent.

## 5. Representations and confirmations of the Customer

- 5.1. The Customer hereby confirms that it has familiarised itself with the following:

5.1.1. The services and operations rates of the Bank valid on the date this Agreement is signed and published on the Bank's internet website at [www.mano.bank](http://www.mano.bank) and at the Bank's customer service centres.

5.1.2. The Deposit Insurance Conditions.

- 5.2. By signing this Agreement, the Customer's representative declares as follows:

5.2.1. The Customer is an undertaking that has been duly incorporated and is lawfully operating;

5.2.2. The documents provided by the Customer to the Bank are valid and accurate;

5.2.3. The representative acts within the limits of his/her authorisations, which have been granted to him/her by the Customer without violating any of the requirements of laws of the Republic of Lithuania, the Articles of Association and other incorporation documents of the Customer, regulations adopted by the Customer's management bodies and other normative acts;

5.2.4. He/she is aware that the Bank is entitled to unilaterally amend this Agreement and the applicable rates for the services provided by the Bank according to the procedure prescribed by the Conditions of Provision of Payment Services of the Bank.

## 6. Confidentiality and processing of the Customer's data

- 6.1. The fact that this Agreement is concluded, the General Part and the Special Part, annexes to the Agreement and any other information received by the Parties in the process of implementing the Agreement shall qualify as confidential and may not be disclosed to any third parties without the other Party's written consent, except in cases envisaged in the Agreement and/or laws of the Republic of Lithuania. Disclosure of information shall not qualify as violation of this clause, if information is provided:

6.1.1. To an audit company, which conducts an audit of the operations and/or financial statements of the Bank or the Customer;

6.1.2. To the Bank's main shareholder, which owns more than one half of all the shares of the Bank, as well as to companies related to the Bank's main shareholders or to the Bank;

- 6.1.3. To attorneys-at-law who provide legal services to any one of the Parties;
- 6.2. To other parties, if, given the particularities of cooperation with the Bank and such parties, it is necessary to disclose confidential information. The Bank shall act as a controller of the personal data of the Customer (and/or its representatives). The Bank shall process the personal data of the Customer (and/or its representatives) according to the provisions of the General Data Protection Regulation (EU) 2016/679, other applicable legal acts and the Personal Data Processing Rules approved by the Bank, which can be consulted at the Bank's customer service centres and on the Bank's internet website at <https://mano.bank/privacy-policy>.

## **7. Miscellaneous provisions**

- 7.1. The Agreement shall become effective on the date it is signed. The Agreement shall remain effective for an unlimited term until terminated.
- 7.2. Where State authorities, administration institutions and/or the Bank of Lithuania adopt any legal acts that regulate the deposits policy (taxation of interest on deposits, setting of interest rates, etc.) and are mandatory for credit institutions, the Bank shall be entitled to amend the provisions of this Agreement.
- 7.3. The Account may be closed according to the procedure prescribed by the Bank and/or legal acts of the Republic of Lithuania and/or the Conditions of Provision of Payment Services of the Bank as well as at the request of the Customer.
- 7.4. The Parties shall be entitled to terminate this Agreement according to the procedure prescribed by the Conditions of Provision of Payment Services.
- 7.5. The Agreement is concluded in two equally binding counterparts. Each Party to the Agreement shall receive a counterpart.
- 7.6. The Parties' pre-contractual relationship and the Parties' relationship relating to the conclusion, implementation and termination of the Agreement, liability, jurisdiction, etc. shall be governed by law and legal acts of the Republic of Lithuania.
- 7.7. The Parties hereby agree to settle all and any judicial disputes in the jurisdiction of the place where the Bank is registered.