

Accumulation account agreement

1. Subject matter of the Agreement

- 1.1. This Accumulation Account Agreement (hereinafter the Agreement) shall regulate the relationship of the legal entity specified in the Agreement that is being incorporated or that has already been incorporated (hereinafter the Customer) and the Public Limited Liability Company Mano Bankas, Company Reg. No. 112043081, registration address: S. Moniuškos g. 27, Vilnius LT-08115 (hereinafter the Bank), that appears as the Customer opens an accumulation account (hereinafter the Account) with the Bank and as funds are credited to the Account for the purpose of accumulating the authorised (share) capital.
- 1.2. The relationship of the Customer and the Bank appearing by reason of opening the Account and crediting of funds shall also be regulated by the Civil Code of the Republic of Lithuania, other legal acts of the Republic of Lithuania, 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.
- 1.3. Pursuant to this Agreement, the Bank shall open the Account for the Customer, accept and credit funds to the Account intended for accumulating the authorised (share) capital and execute the Customer's orders regarding the transfer and payment of certain amounts from the Account and execution in the Account of other operations permitted by the Bank, and the Customer shall pay to the Bank for the provided services and executed operations according to the services and operations rates approved by the Bank.

2. Obligations of the Bank

- 2.1. The Bank hereby agrees, according to the provisions and procedure prescribed by this Agreement:
 - 2.1.1. To open for the Customer the Accumulation Account specified in the Agreement.
 - 2.1.2. To credit to the Accumulation Account transferred funds or funds delivered in cash. To credit the received funds to the Accumulation Account according to the procedure prescribed by the services and operations rates approved by the Bank, which are available on the internet website of the Bank at www.mano.bank and at customer service centres.
 - 2.1.3. The Bank shall provide the Customer with information about the balance of funds in the Account and the operations executed in the Account in an Account statement according to the procedure prescribed by the Conditions of Provision of Payment Services. Account statements with the specified information shall be provided subject to payment of the services and operations rates approved by the Bank.

- 2.1.4. The Bank hereby agrees to ensure the confidentiality of the Customer, the Account and all operations related 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 other parties without the Customer's consent according to the procedure and in cases prescribed by laws of the Republic of Lithuania and/or this Agreement.
- 2.2. The Bank may adjust its services and operations rates unilaterally 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 paid on the actual amount available in the current account based on the actual number of days, while considering that a year has 360 days and a month has the calendar number of days. Where the balance in the Account is below the minimum balance prescribed by the Bank, interest shall not be paid.
- 3.2. The accumulated interest shall be paid to the Customer's Account at the end of each calendar month. Where the Customer withdraws all funds from the Account or terminates this Agreement, interest shall be paid on the day the funds are withdrawn or the Agreement is terminated.
- 3.3. The balance of funds in the Account shall not be increased by the amount of unpaid interest.
- 3.4. The Bank shall be entitled to unilaterally adjust the rate of interest payable for the balance in the Account, the minimum balance in the Account for which interest is payable and the minimum amount of a one-time supplementation of the Account according to 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. The Customer shall have the right, according to the procedure and conditions prescribed by the Agreement, to execute in the Account operations permitted by the Bank and intended for forming (accumulating, increasing) the authorised capital and avail of the other services offered by the Bank.
- 4.1.2. To withdraw funds from the Account and/or transfer them to other accounts indicated by the Customer and to close the Account, if the procedure of incorporation (establishment) of the Customer is terminated and a legal entity is not established (incorporated) and this, pursuant to the incorporation documents and legal acts, qualifies as grounds for refunding contributions to the incorporators or for allocating contributions to other purposes, or if the Customer, within the

terms prescribed by legal acts, provides the Bank with documents evidencing that it is a legal entity registered with the Register of Legal Entities of the Republic of Lithuania.

4.2. The Customer hereby assumes the following obligations:

- 4.2.1. At the time of opening, handling and closing the Account, to provide the Bank with the documents requested by the Bank and evidencing that the Customer is a legal entity being incorporated or a legal entity that has been registered according to the procedure prescribed by legal acts that has the right to accumulate and/or increase funds for the authorised capital and to provide documents confirming the right of the Customer or of the Customer's representative to handle the Customer's Account and to dispose of the funds available in the Account.
- 4.2.2. In case of any changes in the Customer's name, address, Articles of Association, managers or other persons entitled to dispose of the funds available in the Account, not later than on the next business day of the Bank following the changes referred to above, to 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 legal documents. Should the Customer fail to appropriately fulfil the obligations stipulated herein, the Customer shall be liable in full for all the resulting consequences.
- 4.2.3. 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.
- 4.2.4. To pay for the services provided and operations executed by the Bank according to the services and operations rates approved by the Bank.
- 4.2.5. To immediately notify the Bank about any funds erroneously credited to the Account or withdrawn from the Account. Where the balance in the Account is insufficient for withdrawing any erroneously credited funds, the Customer hereby unconditionally agrees, within 3 (three) business days from the date of receipt of the Bank's request, to refund to the Bank the erroneously credited funds to the account indicated by the Bank.

4.3. 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 approved by the Bank and valid on the day this Agreement is signed, which are published on the internet website of the Bank at www.mano.bank and are available at customer service centres of the Bank, and the Conditions of Provision of Payment Services;
- 5.1.2. The Deposit Insurance Conditions.

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

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

5.2.2. 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 legal acts;

5.2.3. The representative 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 Customer 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 shareholder or to the Bank;

6.1.3. To attorneys-at-law who provide legal services to any one of the Parties;

6.1.4. 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 internet website of the Bank at <https://mano.bank/privatumo-politika>.

The Customer (and/or its representative) hereby confirms that it has familiarised itself with the Personal Data Processing Rules approved by the Bank.

Full name and signature of the Customer:

7. Miscellaneous provisions

- 7.1. The Agreement may be concluded at a customer service centre of the Bank or using the e-services system of the Bank. The Agreement concluded via the e-services system of the Bank shall have the same legal power as the Agreement concluded at a customer service centre of the Bank.
- 7.2. The Agreement shall become effective from the date it is signed and shall remain effective until the date it is terminated. Where the Agreement is concluded via the e-services system of the Bank, it shall be deemed that the Customer has signed the Agreement when the Agreement is verified by the Customer's representative using the identification tools that were provided to him/her.
- 7.3. The Bank shall be entitled to terminate the Agreement without additional notice, if the Customer does not incorporate a legal entity and does not register it with the Register of Legal Entities of the Republic of Lithuania or no operations are executed in the Account in the course of 6 (six) months. Upon termination of the Agreement, the balance available in the Account shall be transferred to the Customer to another account as instructed by the Customer. Where the Customer does not give any instructions regarding the transfer of funds to another account, the Bank shall transfer the funds to the Bank's internal accounts.
- 7.4. 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 unilaterally amend the provisions of this Agreement.
- 7.5. 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.
- 7.6. The Customer shall be entitled to unilaterally terminate the Agreement by providing to the Bank together with the written termination application with duly executed documents confirming that a legal entity will not be incorporated, if the Account was opened for accumulating the authorised (share) capital of a legal entity to be incorporated, or that the authorised (share) capital will not be increased, if the Account was opened for accumulating the increase of the authorised (share) capital of an incorporated legal entity, as well as other documents required by law.
- 7.7. The Parties shall be entitled to terminate this Agreement according to the procedure prescribed by the Conditions of Provision of Payment Services.
- 7.8. The Agreement is concluded in two equally binding counterparts. Each Party to the Agreement shall receive a counterpart.
- 7.9. The Agreement shall be concluded and the information related to the Agreement shall be provided in the Lithuanian language and the Lithuanian language shall also be used in the other relations between the Bank and the Customer, except in cases where the Customer opts for a different language that is acceptable to the Bank and that the Bank uses to

provide information.

- 7.10. 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.
- 7.11. The Parties hereby agree to settle all and any judicial disputes in the jurisdiction of the place where the Bank is registered.