

Safeguarding account agreement (effective 2021-06-16)

1. Subject matter of the Agreement

- 1.1. This Agreement regarding a Bank Account for Keeping Funds of Customers of a Financial Institution (hereinafter the Agreement) shall regulate the relationship of the financial institution 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), which appears by reason of the Customer wishing to open a bank account with the Bank intended for keeping funds of customers of the Customer (hereinafter the Account) and managed by the Customer by right of trust. A customer of the Customer shall be understood as a user of the Customer's financial services (a natural person and/or a legal entity).
- 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, the Law on Payments 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 payment operations.

2. Identification of the Customer and documents provided to the Bank

- 2.1. Prior to commencing a business relationship, the Bank shall perform the identification of the Customer and the natural person acting on behalf of the Customer according to the requirements prescribed by the internal rules of the Bank and laws and other legal acts of the Republic of Lithuania.
- 2.2. The Customer shall perform all the required actions through its head of administration or other duly authorised representatives (hereinafter the Customer's Representative). The Customer's Representative may represent the Customer provided that the Representative provides the Bank with a document evidencing the granted authorisations (power of attorney, procuration, etc.). The document evidencing the granted authorisations must satisfy the form and content requirements prescribed for such documents by laws and other legal acts.
- 2.3. The Bank shall only accept such documents evidencing authorisations of the Customer's Representative, which clearly and unambiguously specify the Customer, the Customer's Representative and the authorisations granted to the Customer's Representative. The Bank shall be entitled to refuse to accept any documents that do not satisfy the requirements listed herein.

- 2.4. The Customer must provide the Bank with the following documents and information:
- 2.4.1. The completed questionnaire of the Customer (legal entity);
 - 2.4.2. Information about the nature of operations of the Customer and its customers;
 - 2.4.3. Information about the Customer's management (shareholder) structure;
 - 2.4.4. Information about the purpose and envisaged nature of the Customer's business relationship with the Bank;
 - 2.4.5. An extract from the Register of Legal Entities of the Republic of Lithuania or, where the Customer is not from the Republic of Lithuania - an extract from the respective authority of the State of registration of the Customer confirming that the Customer is a duly registered and operating legal entity;
 - 2.4.6. The Articles of Association of the Customer;
 - 2.4.7. An extract from the tax administration authority, if applicable;
 - 2.4.8. The license issued by the supervisory authority, which grants the right to provide financial services;
 - 2.4.9. The Customer's annual financial statements for the preceding year;
 - 2.4.10. Documents and/or information confirming the lawful grounds of acquisition and source (origin) of the Customer's funds and other assets;
 - 2.4.11. Information about the Customer's final beneficiary (beneficiaries);
 - 2.4.12. A copy of the Customer's Money Laundering and Terrorist Financing Prevention Procedure or other documents, which specify the money laundering and terrorist financing prevention procedures applied by the Customer in respect of its customers, including, but not limited to, the "know your customer" procedure, the rules for customer identity establishment, monitoring of customer financial operations, identification and suspension of suspicious operations, storage of information about operations executed by customers and register handling as well as other internal control procedures;
 - 2.4.13. Other documents and information, to the extent necessary for the Bank to be able to appropriately implement the requirements of legal acts regulating the prevention of money laundering and terrorist financing and/or other legal acts.
- 2.5. The Customer hereby confirms that all the data provided by the Customer is accurate and up-to-date.
- 2.6. Requirements for the documents provided to the Bank:
- 2.6.1. At the Bank's request, the Customer must provide the Bank with original documents or notarised copies of documents;
 - 2.6.2. At the Bank's request, any documents issued abroad must be verified with an Apostille or legalised according to the procedure prescribed by legal acts.
 - 2.6.3. The documents provided to the Bank must be drafted in the Lithuanian language and/or other language indicated by the Bank. Where any documents provided to

the Bank are drafted in a foreign language, the Bank shall be entitled to demand that these documents be translated into the Lithuanian language and/or other language indicated by the Bank, the translation be signed by the translator and that the authenticity of the translator's signature be verified by a notary. Where the Bank accepts from the Customer any documents drafted in a foreign language, the Bank may, where need be, organise the translation of the documents into the Lithuanian language and the Customer must compensate for the translation costs incurred by the Bank. All the costs of drafting, delivery, verification and translation of documents provided by the Customer to the Bank shall be borne by the Customer. The Bank shall be entitled to keep and store any copies of notarised documents provided by the Customer or, where possible, the original documents provided by the Customer.

- 2.7. The persons who are entitled to dispose of the Customer's funds shall be indicated on the sample signatures and seals card provided by the Customer to the Bank, which card shall confirm the right of the persons indicated on the card to dispose of the funds in the Customer's account and shall be signed by the Customer's head of administration, a person duly authorised by the Customer's head of administration or other person who is entitled to do so according to the documents provided by the Customer to the Bank.
- 2.8. The Customer's written payment orders must be signed by the Customer or the Customer's authorised representative and verified with a seal, if the seal sample is included on the sample signatures and seals card provided to the Bank.

3. Implementation of money laundering and terrorist financing prevention

- 3.1. The Customer hereby agrees to appropriately implement, in respect of its customers, the money laundering and terrorist financing prevention measures envisaged in laws and legal acts. The main money laundering and terrorist financing prevention measures, which must be implemented by the Customer in respect of its customers, shall be as follows:
 - 3.1.1. The "know your customer" procedures, which shall ensure that the payment operations being executed comply with the Customer's knowledge about its customers, their business model and determined risk level, including, but not limited to, the determination of the source of funds of customers;
 - 3.1.2. determination of customer identity;
 - 3.1.3. monitoring of the financial operations executed by customers;
 - 3.1.4. Identification and suspension of suspicious operations (special systems implemented by the Customer help to ensure the effective implementation of this procedure);
 - 3.1.5. Storage of information about the operations executed by customers and handling of the respective register;
 - 3.1.6. Timely notification of the Customer's employees and training of the Customer's employees;

- 3.1.7. Internal control;
- 3.1.8. Other money laundering and terrorist financing prevention measures envisaged in legal acts.
- 3.2. The Customer shall ensure that, on the date this Agreement is signed and throughout the term of validity of the Agreement, the Customer complies and will comply with the requirements of legal acts regulating money laundering and terrorist financing prevention.
- 3.3. The Customer hereby assumes the following obligations:
 - 3.3.1. Once a year and at its own expense, to order an independent review of its operations in terms of money laundering and terrorist financing prevention and provide the Bank with a report on the conducted review. The independent expert selected for conducting the review of money laundering and terrorist financing prevention must satisfy the eligibility, experience and/or other requirements set by the Bank. Where the review of money laundering and terrorist financing prevention of the Customer reveals any non-compliance or shortcomings, the Bank shall be entitled to demand that the Customer provide an action plan and/or report regarding elimination of the non-compliance or shortcomings and/or information regarding elimination of the non-compliance or shortcomings;
 - 3.3.2. To have a compliance/money laundering prevention officer who has the required educational background, competences and experience.
- 3.4. The Bank shall be entitled to prescribe to the Customer additional obligations relating to money laundering and terrorist financing prevention.

4. Conclusion of the Agreement

- 4.1. Prior to concluding the Agreement, the Bank shall perform an evaluation of the Customer pursuant to the provisions of Chapters 2 and 3 of this Agreement.
- 4.2. The Bank shall be entitled to not conclude the Agreement, to refuse to provide the Bank's services (including suspension of payment operations in the Customer's account), to refuse to open the Account with the Bank or perform other actions relating to the provision of the Bank's services, if the Customer and/or persons related to the Customer:
 - 4.2.1. Fail to provide, avoid or refuse to provide data and/or documents required for determining the identity of the Customer, its representative or beneficiary and/or for determining the Customer's management (shareholder) structure, or conceal the identity of the beneficiary, or avail of any legal entities which actually do not implement any activity;
 - 4.2.2. Fail to provide sufficient evidence and/or documents substantiating the lawful grounds of acquisition and/or source (origin) of funds or other assets or operations executed (being executed) in the Account, or avoid or refuse to provide the aforementioned evidence and/or documents, or there exist any other circumstances that allow assuming that the respective party is related to money laundering and/or terrorist financing;

- 4.2.3. Specify in the documents provided to the Bank any inaccurate and/or insufficient information, conceal documents and/or information, provide documents and/or information that give rise to doubts as to their accuracy or authenticity, or the provided documents and/or information do not satisfy the requirements prescribed by legal acts and/or the Bank;
- 4.2.4. Have breached their obligations assumed under contracts concluded with the Bank and/or other creditors;
- 4.2.5. Have, by unlawful actions, caused damages to the Bank or created the risk of such damages for the Bank, or have impaired the Bank's reputation;
- 4.2.6. In the opinion of the Bank, are engaged in activities relating to an increased risk of money laundering and/or terrorist financing;
- 4.2.7. Criminal liability has attached to them or they have been convicted for crimes or criminal offences;
- 4.2.8. Based on the information available to the Bank, they are related or were related in the past to criminal organisations;
- 4.2.9. Based on the information available to the Bank, they are related or were related in the past to activities prohibited by international or national legal acts;
- 4.2.10. Based on the information available to the Bank, they are engaged in activities in the absence of the required licenses or other permits issued by competent State authorities;
- 4.2.11. Are included on the list of persons who are suspected of local or international terrorism and/or terrorist financing;
- 4.2.12. Are persons who, for any reasons, are subject to sanctions or permanently reside in a country on which sanctions have been imposed, or who have registered their seat in such a country, and/or their principal area of business is in such a country;
- 4.2.13. Are persons who have registered their seat in the target territory as defined in the Law on Corporate Income Tax of the Republic of Lithuania;
- 4.2.14. Whose beneficiaries are domiciled in a country which is not a member of the Financial Action Task Force on Money Laundering and Terrorist Financing (FATF) or an international organisation with the FATF observer status and fighting against money laundering and terrorist financing, or have registered their seat in such a country;
- 4.2.15. Whose beneficiaries are persons entrusted with important public positions in countries with the corruption perceptions index (CPI) of 0 to 5;
- 4.2.16. Trade or mediate in the trade of virtual currencies (e.g. bitcoins, etc.);
- 4.2.17. Are engaged (plan to be engaged) in any activities, which do not comply with the Bank's principles of sustainable activity, the principles of assurance of human rights, transparency, gender equality, morality and ethics, or other activities, which are unacceptable to the Bank;

- 4.2.18. Plan to use the Account for transit purposes;
- 4.2.19. Fail to provide, avoid or refuse to provide the Bank with information about payers and/or payees of funds as required by legal acts.
- 4.3. The Bank shall be entitled to not conclude the Agreement, refuse to provide the Bank's services, refuse to open the Account with the Bank or perform other actions relating to the provision of the Bank's services in the cases listed in the Conditions of Provision of Payment Services of the Bank and in other cases listed in this Agreement in order to prevent money laundering and terrorist financing.
- 4.4. The related parties referred to in clause 4.2 shall be understood as parties who either directly or indirectly own the Customer's parts (shares), or whose shares are either directly or indirectly owned by the Customer, or whose management body or member of management bodies the Customer is.
- 4.5. When passing a decision regarding conclusion of the Agreement and opening of the Account, the Bank shall adhere to the principles of objectivity, non-discrimination and proportionality. In case where the Bank passes the decision to not conclude the Agreement and to not open the Account, the Bank shall notify the Customer about the refusal to create a business relationship, but the Bank shall not have the duty to specify any reasons for its decision. The Bank must notify the supervisory authority, the Bank of Lithuania, about the negative decision to conclude the Agreement and open the Account and provide the Bank of Lithuania with the reasons for the refusal.
- 4.6. The Bank shall open the Account and start providing services under the Agreement not later than on the business day following the date the Agreement becomes effective.
- 4.7. The Agreement shall be concluded in the Lithuanian language. At the Customer's request and subject to the Bank's consent, the Agreement may be concluded in the English language. The Bank shall be entitled to demand that the Customer compensate for the costs of translation of the Agreement into a foreign language.

5. Obligations and rights of the Bank

- 5.1. The Bank hereby agrees, according to the provisions and procedure prescribed by this Agreement and the Conditions of Provision of Payment Services of the Bank:
- 5.1.1. To open for the Customer, for an unlimited term, the Account to be managed by right of trust;
- 5.1.2. 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 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 Customer's right to dispose of the funds available in the Account has been restricted as well as when the payment operations executed by the Bank are suspended in cases and according to the procedure prescribed by legal acts;

- 5.1.3. To ensure the confidentiality of the Customer, the Account and all the payment 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 payment operations relating 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 and/or this Agreement;
- 5.1.4. To fulfil the other obligations envisaged in the Conditions of Provision of Payment Services of the Bank.
- 5.2. In order to manage risks and implement the restrictions on the disposal of funds as envisaged in legal acts, the Bank may set the minimum amount of the financial collateral for the Customer. The Parties shall agree on the amount of the financial collateral by signing a separate arrangement to this Agreement.
- 5.3. Should the Customer fail to timely provide or refuse to provide the information and/or documents specified in clauses 2.4, 3.3.1, 7.5 - 7.7 and 7.9 - 7.10 of this Agreement and any other information and/or documents requested by the Bank, the Bank shall be entitled to refuse to provide the payment services of the Bank (including suspension of payment operations in the Customer's account) or perform other actions relating to the provision of payment services of the Bank.

6. Interest

- 6.1. Interest for the balance of funds in the Account shall not be paid, unless the Parties agree differently.

7. Rights and obligations of the Customer

- 7.1. The Customer shall have the following rights:
- 7.1.1. 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 in the Account by wire transfer or in cash;
- 7.1.2. To withdraw all or part of the funds available in the Account.
- 7.2. 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.
- 7.3. 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.

- 7.4. The Customer hereby agrees to use the Account for its intended purpose (only for keeping funds of its customers) and execute payment or other operations according to rules approved by the supervisory authority and legal acts of the Republic of Lithuania.
- 7.5. In case of any changes in the information, documents and/or procedures specified in Chapters 2 and 3 of this Agreement, the Customer must immediately, but in any case within 5 business days from the date such changes appear, notify the Bank of this in writing and provide documents relating to the changes or verified copies of such documents (updated versions of such documents and procedures).
- 7.6. 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, the Customer must immediately after the introduction of these 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 legal documents about the changes referred to herein. Should the Customer fail to appropriately fulfil the obligations stipulated herein, the Customer shall be liable in full for all the resulting consequences.
- 7.7. 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 that will represent the legal entity and sample seals executed according to the prescribed procedure and documents evidencing the changes in the aforementioned details. Should the Customer fail to appropriately fulfil the obligations stipulated herein, the Customer shall be liable in full for all the resulting consequences.
- 7.8. 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.
- 7.9. The Parties hereby agree that the Bank, which is a supervised participant of the financial market, is subject to special requirements; consequently, in case the Bank, in the process of fulfilling these requirements, requests that the Customer provide additional information about a payer or payee or specific payment operations, the Customer shall provide such information at any time in respect of payment operations completed or being executed by the Customer or customers of the Customer. Should the Customer in certain cases not have any of the requested information, the Customer shall notify the Bank about that and hereby agrees to cooperate, where possible, in order to obtain such information.
- 7.10. The Bank shall be entitled to demand and in this case the Customer must immediately, but in any case within 1 (one) business day, provide the following information to the Bank:
- 7.10.1. Comprehensive information about the payee (final beneficiary), including personal information, bank name and address, payee's full name and address, account No., SWIFT, IBAN and other details of the owner of the payee account or information relating to the payee;
- 7.10.2. Additional information about the original payer, for instance:

- 7.10.2.1. Place of birth, passport and/or ID card No., account No. and other details of the original payer (if the payer is a natural person);
- 7.10.2.2. Comprehensive information about the actual beneficiary (beneficiaries), authorised representatives, business activities and other details of the legal entity (if the payer is a legal entity);
- 7.10.2.3. Provide the Bank with copies of ID documents of the customer of the Customer and the "Know your customer" questionnaire filled out by the Customer's customer whose payment order is initiated or being executed, provide other documents relating to the customer identification procedure performed by the Customer, the customer evaluation conducted by the Customer, etc.;
- 7.10.3. Grounds for the payment operation, including information about the purpose and envisaged nature of the transaction or business relationship of a specific payer;
- 7.10.4. Number of payment operations executed or to be executed by a specific payer. This may also include payment operations, which are either directly or indirectly related to a specific payer;
- 7.10.5. Other documents, which may substantiate the grounds of a specific payment operation.
- 7.11. The Bank shall be entitled, based on the Customer's request, to extend the term indicated in clause 7.10 of this Agreement.

8. Applicable fees

- 8.1. The Customer shall pay for the services provided by the Bank and the executed operations according to the services and payment operations rates set by the Bank and published on the Bank's internet website at www.mano.bank and at the customer service centres of the Bank.
- 8.2. 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 of the Bank.
- 8.3. The Bank shall be entitled to withdraw the commission fee from the Customer's account, in which the respective payment operation is executed, or from other accounts opened with the Bank in the name of the Customer, with the exclusion of the bank account managed by right of trust and opened in the name of the Customer, in which the Customer keeps the funds of its (financial institution's) customers.

9. Prohibited activities

- 9.1. It shall be prohibited to the Customer in the process of using the Account and the payment services provided by the Bank:

- 9.1.1. To not adhere to laws and other legal acts, including, but not limited to, the legal acts relating to the prevention of money laundering and terrorist financing;
- 9.1.2. To accept or execute payment operations using funds acquired in an unlawful manner, where the Customer was aware or ought to have been aware of this;
- 9.1.3. To avail of the services provided by the Bank and/or the Account in any manner that causes damages, liability or other negative legal or financial consequences to the Bank or other third parties or that is detrimental to their business reputation;
- 9.1.4. To use the Account for any purposes other than its intended purpose, keep in the Account any funds other than funds of its customers and/or execute any payment operations not relating to the storage of funds of customers of the Customer;
- 9.1.5. To avail of the services of the Bank from a country, which is unacceptable to the Bank and about which the Bank notifies the Customer in advance;
- 9.1.6. To organise illegal gambling, illegal trade in stocks, indexes, commodities, currencies (e.g. Forex), options, exchange traded funds (ETFs), provide trade, investment or other services on exchange markets, Forex markets, other e-currency trading systems, illegally market tobacco products, alcohol, prescription drugs, steroids, arms, narcotics and drug-related attributes, pornographic products, unlicensed lotteries, illegal software, other prohibited articles or products;
- 9.1.7. To accept payments in an unregulated and/or unsupervised virtual currency, purchase, convert or dispose of such currency in any other manner (the prohibition shall also apply to the making or receiving of transfers from virtual currency exchanges);
- 9.1.8. To provide any services prohibited by laws or other legal acts or contrary to public order and good morals.

10. Representations and confirmations of the Customer

- 10.1. The Customer hereby confirms that it has familiarised itself with the services and operations rates set by the Bank and valid on the date the Agreement is signed.
- 10.2. By signing this Agreement, the Customer's representative declares as follows:
 - 10.2.1. The Customer is an undertaking that has been duly incorporated and is lawfully operating.
 - 10.2.2. The Customer holds a valid financial institution license;
 - 10.2.3. The documents provided by the Customer to the Bank are valid and accurate;
 - 10.2.4. 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;

10.2.5. The Customer 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.

11. Confidentiality and processing of the Customer's data

11.1. 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:

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

11.1.2. 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;

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

11.1.4. Other parties, if, given the particularities of cooperation with the Bank and such parties, it is necessary to disclose confidential information.

11.2. 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>.

11.3. By concluding this Agreement, the Customer (and/or its representative) confirms that it has familiarised itself with the Personal Data Processing Rules approved by the Bank.

12. Liability

12.1. The Customer shall be liable for any errors made in a payment order presented to the Bank, failure to provide information and the provided information.

12.2. The Bank shall be liable for the direct damages incurred by the Customer as a result of the Bank's intent or gross negligence. In this case, the Bank must indemnify for the documented direct damages incurred by the Customer. The Bank shall not be liable for the Customer's foregone earnings or other indirect damages incurred by the Customer.

12.3. The Bank shall not be liable for any refusal to execute a payment order and the resulting damages, if the Bank refuses to execute the payment order based on the Agreement and/or requirements of applicable legal acts of the Republic of Lithuania or the European Union.

12.4. The Bank shall not be liable for any of the following:

12.4.1. Acts or omissions of third parties (including correspondent banks), including the malfunctioning of communication lines, if as a result a payment order is not executed or is executed inappropriately;

12.4.2. Criminal or other unlawful acts of third parties that cause damages to the Customer or other person;

12.4.3. Claims between payers and payees;

12.4.4. The Customer's damages incurred as a result of the suspension of all or several operations or services relating to the Account, if required according to applicable legal acts of the Republic of Lithuania and the European Union or necessary for other reasons not depending on the Bank and beyond the Bank's control.

12.5. The Customer shall be liable in full for failure to implement or appropriately implement or breach of the Agreement and must compensate for all the damages incurred by the Bank, including all imposed fines, sanctions and penalties.

12.6. The Bank Account is intended only for funds and (or) securities of electronic money holders and (or) payment service users transferred to the Customer, which were purchased for safekeeping and management of funds received by the Customer from electronic money holders and (or) payment service users. These funds and (or) securities remain the property of the electronic money holders and (or) payment service users who transferred those funds to Customers accounts, therefore funds in this bank account cannot be used for recovery of any Customer's debts. All commissions, if any, for servicing this bank account must be deducted from other accounts held by the Customer with the bank.

12.7. Where the Customer has any delayed outstanding payments, the Bank shall be entitled to demand that the Customer pay the late charge specified in the Price List from the outstanding amount for each day of delay.

12.8. The financial claims of the Bank and the Customer which appear in connection with the Agreement shall be settled by method of set-off, subject to the Bank's consent.

12.9. The Customer shall be liable in full, if any damages appear as a result of the Customer failing to adhere or comprehensively fulfil the requirements of legal acts, in particular legal acts relating to the prevention of money laundering and terrorist financing. The Customer must compensate in full for the damages incurred by the Bank and/or third parties and pay a fine of EUR 10,000 for each instance of violation in cases where:

12.9.1. Supervisory authorities or other financial institutions (the Bank's partner or other third party) impose on the Bank a fine for acts or omissions, which were caused by the Customer's breach of the provisions of the Agreement or the Customer's failure to appropriately and timely fulfil the provisions of the Agreement;

12.9.2. The Bank's partner (a financial institution) terminates its business relationship with the Bank or closes an account by reason of acts or omission, which were caused by the Customer's breach of the provisions of the Agreement or the Customer's failure to appropriately and timely fulfil the provisions of the Agreement;

- 12.10. Where the Customer violates the requirements of legal acts relating to the prevention of money laundering and terrorist financing, the Bank may detain the funds transferred to the Bank under this Agreement and/or refuse to execute any one of the payment orders presented by the Customer or other request of the Customer following establishment that the Customer is executing a suspicious financial operation or transaction, irrespective of the amount of the operation or transaction, and/or in the presence of an order of any one supervisory or other authority to detain the funds and/or refuse to execute the Customer's payment order or other request. The Bank shall not be liable for the lawfulness of the actions specified in this clause.
- 12.11. Where the Customer violates the obligation to provide information within the prescribed term as provided for in clauses 3.3.1, 7.5 - 7.7 (timely provision of information) or provides incomplete/inaccurate information, the Customer must pay a fine of EUR 100 (one hundred euros) for each day of delay after expiry of the deadline for providing the information.
- 12.12. Where the Customer initiates or the Bank executes the Customer's payment order, which was either identified or not identified, but, following the Bank's request to provide information as envisaged in clauses 7.9 and 7.10 of this Agreement, the information is not provided or the provided information is incomplete/inaccurate, the Customer must pay a fine of EUR 500 (five hundred euros) for each day of delay. The fine shall be calculated from the fourth business day from the date of the Bank's request to provide the respective information.
- 12.13. The Customer shall be liable and must compensate for all and any damages incurred by the Bank, other customers of the Bank and third parties as a result of the Customer failing to fulfil its obligations under this Agreement, fulfil them appropriately or timely or breaching this Agreement in any other manner, breaching the Conditions of Provision of Payment Services of the Bank and requirements of legal acts.

13. Miscellaneous provisions

- 13.1. The Agreement shall become effective on the date it is signed. The Agreement shall remain effective for an unlimited term until terminated.
- 13.2. Where State authorities and administration institutions and/or the supervisory authority adopt legal acts that are mandatory for credit institutions, the Bank shall be entitled to unilaterally amend the provisions of this Agreement.
- 13.3. 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.
- 13.4. The Customer shall be entitled to terminate this Agreement by giving the Bank one-month notice prior to the date of termination of the Agreement. Following termination of the Agreement, the Account shall be closed and the balance of funds available in the Account shall be paid out to the Customer in cash or, by the Customer's instruction, transferred to another account according to the deadlines and procedure prescribed by this Agreement. Where the Customer does not present an instruction to transfer funds to another account, the Bank shall transfer the funds to the Bank's internal accounts.

- 13.5. The Bank shall be entitled to unilaterally and immediately terminate the Agreement without giving any prior notice, if:
- 13.5.1. Any one of the circumstances listed in clause 4.2 of this Agreement is identified;
 - 13.5.2. The Customer fails to fulfil its obligations under Chapter 3 of this Agreement;
 - 13.5.3. The Customer fails to timely provide or refuses to provide the information and/or documents specified in clauses 2.4, 3.3.1, 7.5 - 7.7, 7.9 and 7.10 of this Agreement and requested by the Bank;
 - 13.5.4. The Customer is engaged in any prohibited activities as defined in Chapter 9;
 - 13.5.5. Bankruptcy or insolvency proceedings (including declaration of insolvency) are initiated in respect of the Customer, the Customer's operations are suspended and/or the right to engage in the provision of payment services is restricted or excluded in respect of the Customer;
 - 13.5.6. International sanctions are imposed on the Customer;
 - 13.5.7. The authority supervising the Customer passes the decision to impose disciplinary measures on the Customer by reason of the inadequate operational risk management or inappropriate prevention of money laundering and terrorist financing;
 - 13.5.8. In other cases envisaged in this Agreement, the Conditions of Provision of Payment Services of the Bank and laws of the Republic of Lithuania.
- 13.6. The Parties hereby agree that, in case of a conflict between the provisions of this Agreement and the Conditions of Provision of Payment Services of the Bank, the provisions of this Agreement shall apply.
- 13.7. The Agreement is concluded in two equally binding counterparts. Each Party to the Agreement shall receive a counterpart.
- 13.8. The pre-contractual relationship of the Parties and the relationship of the Parties 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.
- 13.9. The Parties hereby agree to settle all and any judicial disputes in the jurisdiction of the place where the Bank is registered.