

## GENERAL PART OF THE TERM DEPOSIT AGREEMENT

### 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. This Term Deposit Agreement (hereinafter **the Agreement**) shall regulate the relationship of the legal entity or natural person specified in the Agreement (hereinafter **the Depositor**) and the Public Limited Liability Company Mano Bankas, Company Reg. No. 112043081, registration address: S. Moniuškos g. 27, Vilnius (hereinafter **the Bank**) arising from the Depositor depositing money into the term deposit account opened with the Bank in the name of the Depositor (hereinafter **the Account**) and refunding by the Bank of the amount deposited by the Depositor (hereinafter **the Deposit**) according to the terms and conditions specified in the Agreement.
- 1.2. The relationship of the Depositor and the Bank arising from the Depositor depositing the Deposit with the Bank and the Bank refunding the Deposit shall also be regulated by the Civil Code and other legal acts of the Republic of Lithuania, the Rules on the Provision of Services of the Bank and the personal data processing principles approved by the Bank.
- 1.3. The Deposit Agreement shall be concluded with the Depositor visiting the Bank and signing the Deposit Agreement or via the internet bank, if the Depositor has concluded an internet banking agreement or other relevant agreement with the Bank. The Deposit Agreement concluded via the internet bank shall have the same legal power as the Deposit Agreement concluded with the Depositor visiting the Bank and signing the Agreement.
- 1.4. The Deposit Agreement shall be concluded on the conditions specified in the services and operations rates of the Bank enforced at the time the Deposit Agreement is concluded. At the time of agreeing to the Deposit conditions prescribed by the Bank and concluding the Deposit Agreement with the Bank, the Depositor shall choose a Deposit term, a Deposit amount and currency, an account to which the Deposit will be refunded and an account to which interest will be paid out.

### 2. RIGHTS AND OBLIGATIONS OF THE DEPOSITOR

- 2.1. The Depositor hereby agrees to keep the term Deposit in the Bank throughout the set term that shall commence from the moment specified in clause 8.1 of this Agreement. Where the Deposit Agreement is concluded via the internet bank, the Bank shall, at the time of opening a Deposit account, automatically withdraw the Deposit amount specified in the Deposit Agreement from the Depositor's account in the Bank and transfer it to the Account. Where the Depositor fails to pay the full amount specified in the Deposit Agreement into the Account by the deadline specified in clause 2.3 of this Deposit Agreement, it shall be deemed that the Deposit Agreement has not become effective.
- 2.2. The Depositor may deposit the amount of the Deposit into the Account in cash at the Bank, by transferring the funds to its current account in the Bank.
- 2.3. Funds must be deposited into the Account within 5 (five) calendar days from the date the Agreement is concluded.
- 2.4. The Depositor shall be entitled to withdraw the Deposit before expiry of the term of the Deposit. In this case, the Depositor agrees to notify the Bank of this in writing at least 5 (five) business days before the premature withdrawal of the Deposit.
- 2.5. In order to withdraw the Deposit in cash, the Depositor shall notify the Bank of this in writing 5 (five) business days in advance.
- 2.6. The Depositor may not increase or reduce the amount of the Deposit specified in the Agreement or withdraw the Deposit in shares during the term of the Agreement.
- 2.7. In case of any changes in the Depositor's (legal entity's) heads of administration, representatives or other persons who are entitled to conclude transactions on behalf of the Depositor, the Depositor 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.
- 2.8. Where the Agreement is concluded via the internet bank or using other telecommunications means, the Depositor that qualifies as a consumer pursuant to legal acts shall be entitled to withdraw from the Agreement within 14 (fourteen) calendar days by notifying the Bank of the withdrawal in writing or in another manner acceptable to the Bank. It shall be deemed that the 14 (fourteen) calendar days term for withdrawing from the Agreement has not been missed, if the notice (given in writing or in another manner acceptable to the Bank) is sent before expiry of the term for withdrawing from the Agreement.

- 2.9. In case where the Depositor avails of its right to withdraw from the Agreement within 14 (fourteen) calendar days from the date the Agreement is concluded, interest on the Deposit shall not be paid out. The Bank shall transfer the Deposit to the Depositor's account specified in the Agreement and close the Account on the last day of validity of the Agreement.
- 2.10. The Depositor that qualifies as a consumer pursuant to legal acts shall lose the right to withdraw from the Agreement, if it does not avail of this right within 14 (fourteen) calendar days from the date the Agreement is concluded.

### **3. RIGHTS AND OBLIGATIONS OF THE BANK**

- 3.1. The Bank hereby agrees, according to the conditions and procedure prescribed by this Agreement:
  - 3.1.1. To open the Account for the Depositor and credit the Deposit amount into the Account according to the procedure prescribed by this Agreement.
  - 3.1.2. To pay an annual interest on the Deposit held with the Bank until expiry of the term of the Deposit.
  - 3.1.3. To ensure the confidentiality of the Depositor, the Account and all the operations relating to the Account, except in cases provided for by legal acts. The Bank shall only provide information about the status of the Account and the operations relating to the Account to the Depositor or the Depositor's authorised representative. Information about the Depositor and the Account may only be provided to other parties without the Depositor's consent according to the procedure and in the cases prescribed by legal acts and/or this Agreement.
  - 3.1.4. To ensure the protection of the collected personal data and to process the personal data according to the procedure prescribed by legal acts and the personal data processing principles approved by the Bank.
- 3.2. The Bank shall be entitled to unilaterally terminate the Agreement by giving the Depositor written notice to that effect 30 (thirty) calendar days prior to termination. After the Agreement is terminated, interest on the Deposit shall not accrue.

### **4. INTEREST**

- 4.1. Interest on the Deposit shall accrue from the day succeeding the day on which the Depositor deposits the Deposit amount into the Account, i.e. interest shall not accrue for the day on which the funds are deposited.
- 4.2. The Bank shall pay interest on the Deposit to the Depositor on the day succeeding the date of expiry of the term of the Agreement. Where the Depositor, at the time the Agreement is concluded, opts for the periodical payout of interest, interest may be periodically transferred to the interest payout account indicated by the Depositor. In this case, the interest rate set by the Bank shall apply. No interest shall be due on interest.
- 4.3. Where the Depositor withdraws the Deposit before expiry of the set Deposit term, the Bank shall not pay out any interest on the Deposit.
- 4.4. Where the Depositor withdraws the Deposit before expiry of the set Deposit term and interest has been paid out, the amount of the Deposit to be refunded shall be reduced by the amount of the paid out interest.
- 4.5. Interest shall accrue on the actual amount available in the Account, assuming that a year has 360 days and a month has 30 calendar days.
- 4.6. The interest rate applicable to the Deposit with the term expiring after at least one year may be adjusted by decision of the Bank. The Depositor shall be notified of this by registered letter, or via the internet bank, or to the e-mail address indicated by the Depositor at least 10 (ten) calendar days before the interest rate is adjusted. Where the Depositor does not express in writing its wish to terminate this Agreement within 10 (ten) calendar days from the date the notice is sent, the Bank shall pay on the Deposit the adjusted interest rate approved by the Bank from the first day of the succeeding calendar month. Where the Depositor expresses its wish to terminate this Agreement within 10 (ten) calendar days from the date the notice about the adjusted interest rate is sent, the Agreement shall be terminated and the Deposit shall be refunded to the Depositor together with the accrued interest for the actual term the Deposit was kept in the Bank.
- 4.7. The Bank shall be entitled to unilaterally amend the provisions of the Agreement related to interest while disregarding the remaining term until expiry of the Deposit term, if the State authorities, administrative authorities and/or the Bank of Lithuania adopt any legal acts regulating the deposit policy (payment of taxes on deposit interest, setting of interest rates, etc.) that are binding on credit institutions.

### **5. REPRESENTATIONS AND CONFIRMATIONS OF THE DEPOSITOR**

- 5.1. The Depositor hereby represents and confirms that:
  - 5.1.1. The Depositor has familiarised itself with the Deposit Insurance Conditions. The Deposit Insurance Conditions shall constitute an integral part of this Agreement. The Depositor may also consult the Deposit Insurance Conditions on the internet website of the Bank.
  - 5.1.2. The Depositor is aware that the Bank is entitled to unilaterally amend this Agreement in the cases and according to the procedure prescribed in this Agreement.

## **6. EXTENSION OF THE TERM OF THE AGREEMENT**

- 6.1. At the Depositor's request, the Bank shall, using the method of extension of the Agreement indicated by the Depositor, automatically extend this Agreement for the same term for which it was concluded. Where the Bank does not accept any deposits for such a term, the Agreement shall be extended for the closest term for which the Bank accepts deposits. During the extended term, the Deposit shall be subject to the interest rate that set by the Bank for deposits of this term on the day the Agreement is extended. The Depositor shall agree to the new conditions prescribed by the Bank, if, by the date on which the Deposit is automatically extended, the conditions prescribed by this Agreement are amended.
- 6.2. With consideration of the method of extension of the Agreement indicated by the Depositor, if, upon expiry of the set Deposit term, the Depositor does not withdraw its funds on the day specified in the Agreement, the accrued interest amount will be transferred to the Depositor's current account (the method of extension excluding interest) or to the Deposit account (the method of extension including interest). Upon extending the Agreement, the interest accrued in the Account will be transferred to the interest payout account, provided that the Depositor has opted for this at the time of signing the Agreement.
- 6.3. The number of automatic extensions of the Deposit Agreement shall not be limited; the automatic extension clause shall be cancelled at the Depositor's request to that effect.

## **7. EXAMINATION OF CLAIMS AND SETTLEMENT OF DISPUTES**

- 7.1. Where the Depositor believes that the Bank has infringed upon its rights or legitimate interests, the Depositor must first of all contact the Bank in writing within 3 (three) months from the date on which the Depositor became or ought to have become aware of the infringement upon its rights or legitimate interests and specify its claim and the circumstances of the dispute. The Bank shall examine an application of the Depositor that qualifies as a consumer pursuant to legal acts and provide a response to the application within 15 (fifteen) business days from the date the application is received, in other instances within 30 (thirty) business days, unless laws provide differently. The Bank shall examine the applications referred to herein free of charge. Where the Depositor that qualifies as a consumer pursuant to legal acts is not satisfied with the Bank's response or where the Depositor does not receive a response within the time limit referred to above, the Depositor shall be entitled, within 1 (year) from the date of applying to the Bank, apply to the Bank of Lithuania, address: Žirmūnų g. 151, LT-09128 Vilnius, website: www.lb.lt, and request a preliminary extrajudicial dispute resolution according to the procedure prescribed by legal acts. The requirements applicable to the application are prescribed by the Law on the Bank of Lithuania of the Republic of Lithuania, the Law on the Protection of Consumer Rights of the Republic of Lithuania and other legal acts of the Republic of Lithuania.
- 7.2. The other rights of the Depositor and the remedies for defending the possibly infringed rights and legitimate interests are provided for in the Law on the Protection of Consumer Rights of the Republic of Lithuania, the Civil Code of the Republic of Lithuania and other legal acts of the Republic of Lithuania.

## **8. MISCELLANEOUS PROVISIONS**

- 8.1. The Agreement shall become effective from the day on which the Depositor or other person deposits the full Deposit amount into the Account. Where the Deposit is deposited into the Account by wire transfer, the Agreement shall become effective from the day the full Deposit amount is credited to the settlement account in the Bank.
- 8.2. The Bank shall be entitled to unilaterally amend the provisions of this Agreement by notifying the Depositor of this in writing 30 (thirty) calendar days in advance. The Bank may not unilaterally change the Deposit term or the interest payable on the Deposit that are set at the time the Agreement is concluded or extended, except in the cases envisaged in clauses 4.6 and 4.7 of the Agreement. Where the Depositor does not agree to the provisions of the Agreement unilaterally amended by

the Bank, the Depositor shall be entitled to visit the Bank and terminate the Agreement prematurely. In this case, the Agreement shall be terminated on the 5<sup>th</sup> (fifth) calendar day from the date the Depositor visits the Bank and declares in writing that it wishes to terminate the Agreement. In the case of premature termination of the Agreement referred to herein, the Bank shall pay out to the Depositor the interest on the Deposit accrued before the date the Agreement is terminated.

- 8.3. The Agreement shall remain effective until the Deposit and interest have been refunded/paid out in full.
- 8.4. 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.
- 8.5. The personal data of the Depositor shall be processed according to the personal data processing principles approved by the Bank and constituting an integral part of this Agreement. The Depositor hereby confirms that it has familiarised itself with these conditions and agrees to abide by them. The Depositor may familiarise itself with the personal data processing principles on the internet website of the Bank and/or at customer service center of the Bank.
- 8.6. In case the Deposit Agreement is concluded in writing when the Depositor visits the Bank, the Agreement shall be signed in two equally binding counterparts, with each Party receiving one counterpart of the Agreement.