



GENERAL TERMS AND CONDITIONS OF E-SERVICES AGREEMENT

1 DEFINITIONS

Account is a Customer's current account with the Bank which is connected to E-Services.

Account information service provider means payment services provider which provides account information service via open interface, as it is defined in the Law on Payments of the Republic of Lithuania.

Agreement means the Special Terms and Conditions of E-Services Agreement and the General Terms and Conditions of E-Services Agreement jointly.

Bank is OP Corporate Bank plc Lithuania branch (OP Corporate Bank plc Lietuvos filialas), identification code 302535257, head office address Konstitucijos ave. 29, Vilnius, Republic of Lithuania, registered in the Register of Legal Entities of the Republic of Lithuania. E-mail address of the Bank – info@opbank.lt

Banking Day shall mean any business day in Lithuania, when the Bank provides financial services during the Bank's opening hours specified on the Bank's website. For the transactions with currency exchange and/or other transactions, determined and announced by the Bank, the Banking Day shall mean any business day in Lithuania and Finland, when the Bank and Bank HQ provides financial services.

Bank HQ is OP Corporate Bank plc with head office in Helsinki, which is the counterparty for services and transactions, specified by the Bank.

Bank's website is the Bank's website on the internet www.opbank.lt

Customer is any legal person specified as Customer in Special Terms and Conditions of E-Services Agreement, being the holder of the Account(s) connected to E-Services.

Direct interface is a service provided through the Bank's electronic channel for sending account statements prepared by the Bank to the Customer's accounting or business management systems (ERP) and / or using payment order submission services.

E-Services mean the NetBank (either directly or either Open interface or either Direct interface (if this service is provided to the Customer)).

E-User or User is a natural person appointed by the Customer (legal person) to perform Operations on behalf of the Customer via E-Services.

E-User Agreement shall mean an agreement signed between each E-User and the Bank, where E-User's data, User Name and other conditions, if any, are specified.

E-User Rights or Rights shall mean the profile of using the NetBank in which the E-User can make Payments or other Operations, in accordance with options of the mode of use granted to him.

The following E-User rights are available in NetBank:

Summary - User has the rights to read summary information related to Bank accounts.

Account statement - User has the right to read and create account statements, use transaction search.

Salary payment single transaction view - User has the right to read and create account statements, filter account statements, view salary payments or view single salary payments.

Payments - User has the right to read, create, amend, import SEPA payments, Cross border payments, defined payments, non-executed orders.

Salary payments - User has the right to read, create, amend, delete, import salary payments, also read, amend, delete salary payments made by own in list of non-executed orders.

Currency exchange - User has the right to read, create, amend, delete currency exchange deals.

View and change payments made by another user - User has the right to read, amend, delete payments made by own and another E-User in list of non-executed orders and defined payments.

Loans - User has the right to read information related to the loans provided by the Bank.

Deposits - User has the right to read deposits related information.

Standing orders - User has the right to read, create, amend, delete SEPA and Cross border standing orders.

User management - User has the right to read, create, amend, delete other E-Users rights and Limits.

Group account service – includes rights of the E-User regarding usage of group account service provided by the Bank.

AIS/Account list and details – User has the right to read information from Customer's indicated accounts using services of Account information service provider.

AIS/Salary payment single transaction view – User has the right to read salary payment transaction data from Customer's indicated accounts using services of Account information service provider.

AIS/Transaction list and details – User has the right to read and create account statements and Operation details from Customer's indicated accounts using services of Account information service provider.

PIS/Payments – User has the right to initiate payments from Customer's indicated accounts using services of Payment initiation service provider.

PIS/Salary payments – User has the right to initiate salary payments from Customer's indicated accounts using services of Payment initiation service provider.

PIS/Standing orders – User has the right to initiate the Standing orders from Customer's indicated accounts using services of Payment initiation service provider.

PIS/View and change payments made by another user – User has the right to view and amend payments from Customer's indicated accounts using services of Payment initiation service provider.

Currency exchange rates, settings and Bank messages functionality is available to all Users irrespective of their User rights granted.

General Terms and Conditions of E-Services Agreement are these General Terms and Conditions of E-Services Agreement.

Limit is a financial limit to the extent of which an E-User can authorize payments.

NetBank is a banking software provided by the Bank which is available via the Internet. NetBank can be accessed by using the hyperlink: <https://www.op-bank.lt/netbank>.

Open interface means the publicly accessible technical interface for communication between account servicing payment service providers, payment initiation service providers, account information service providers, other payment service providers, payers and payees, developed in accordance with a delegated act adopted by the European Commission requirements laid down in Article 98 (1) (d) of Payment Service Directive (EU) No 2015/2366.

Operation is a Payment and/or any other transaction on the Account, exchange of information or usage of any other service of the Bank via E-Services.

Parties are the Customer and the Bank collectively, and **Party** either of them separately.

Payment shall mean any payment carried out by the E-User via Net-Bank on behalf of the Customer directly or via Open interface or via Direct interface (if this service is provided to the Customer).

Payment initiation service provider – payment services provider which provides payment initiation service via open interface, as it is defined in the Law on Payments of the Republic of Lithuania.

Price List is the Bank's Price List for Services.

Security Keys are passwords and codes used to identify the E-User. Security Keys consist of the User name (User ID) shown in Special Terms and Conditions of E-Services Agreement, as well as passwords of electronic means of identification (E-signature, mobile e-signature, Smart-ID, etc.), issued by the Bank or third parties acceptable to the Bank.

User name shall mean the E-User identifier specified in Special Terms and Conditions of E-Services Agreement, assigned by the Bank to the E-User and applied by the E-User to connect to the NetBank.

Signature Formula determines signatory rights (powers) of E-Users for registration, approval and authorization of payment orders also rights to administer other E-users rights and Limits. Signatory rights (powers) are divided into following levels:

- i) **Registrar** - Registrar of payment orders. Limits are not applied, no possibility to send the payments to the Bank. Registrar may only see the orders registered by him/her. If Registrar is mandatory (Registrar*) then neither authorizers nor approvers can register payment order themselves.
- ii) **Approver** - Approver of payment orders (not authorizer). Limits are not applied. If Approver is mandatory (Approver*) then authorizers can neither register payment orders themselves nor authorize them before approving. If Approver is not mandatory then the authorizers can authorize the payments without Approver's approval. Approver can replace 2 Approver /3 Approver.
2 Approvers, 3 Approvers, joint approval (2 Approver +2 Approver;3 Approver +3 Approver +3 Approver) - Approver of payment orders jointly with another approver. Index determines the number of approvers required. Limits are not applied, can't send the payments to the Bank. When Approver/ 2 Approvers/ 3 Approvers are marked mandatory (Approver */2 Approvers *3 Approvers *), the person with Authorizer's signature right can neither register the payments nor authorize them before Approver */2 Approvers *3 Approvers *have given their approval. 2 Approvers can replace 3 Approver.
- iii) **Authorizer** - Authorizer of payment orders up to defined Limits. Payments exceeding the Limits cannot be authorized. Possible to set a Payment limit: when payment amount exceeds the defined limits, the person can not authorize the payment. **Authorizer** can be replaced by **2 Authorizers/3 Authorizers** within his/her limits. The higher signature right can replace the lower right (**Authorizer** can sign instead of **2 Authorizers**) but it does not change the total number of required signatures.
2 Authorizers, 3 Authorizers, joint authorizing (2 Authorizers + 2 Authorizers/ 3 Authorizers + 3 Authorizers) - Authorizer of payment orders jointly with another authorizer up to payment limit. In case of exceeding the payment limit, final authorization is required by another authorizer(s) with sufficient limits. All users must have sufficient payment, daily and monthly limit for sending the payment order to the Bank.
- iv) **Administrator, limited** - reads, creates, amends, deletes the rights of other E-users and Limits. Limits can be changed within the limits set for the Administrator, limited.

The mandatory indication of signature right can be given only for Registrar or Approver and it is marked with asterisk in Special Terms and Conditions of E-Services Agreement: for example **Registrar***, **Approver***.

If **Registrar** or **Approver** is marked mandatory (**Registrar***; **Approver***) then Authorizer cannot register payment order.

Special Terms and Conditions of E-Services Agreement is the part of the Agreement concluded between the Parties, wherein the specific Customer's data is filled in, E-users and their rights are indicated, as well as Limits are set.

Customer

Bank

Other definitions established herein shall have the same meaning as in General Terms and Conditions of Servicing the Customers of the Bank, unless otherwise expressly defined in this Agreement.

2 SCOPE OF APPLICATION

1.1 This Agreement defines the rights and obligations of the Customer and E-User when using E-Services. The Customer and E-User shall also follow any instructions issued by the Bank concerning how to use E-Services.

1.2 The Bank's services accessible via E-Services are governed by the terms of the relevant service, taking into account the variances arising from this Agreement and from the nature of the relevant E-Service channel.

1.3 The General Terms and Conditions of Servicing the Customers of the Bank shall supplement this Agreement and apply in any other respect not regulated in this Agreement.

1.4 The Customer must ensure that all the E-Users get familiarized with the provisions of the Agreement and the General Terms and Conditions of Servicing the Customers of the Bank, as well as comply with these terms and conditions, when using the NetBank. The Customer is liable for the E-User observing these terms and conditions, including all the E-User's Operations performed via E-Services. **The Customer especially shall pay attention and shall ensure the E-User pays attention to the bolded clauses of the General Terms and Conditions of E-Services Agreement.**

3 TECHNICAL REQUIREMENTS

3.1 The Bank shall not be responsible for providing necessary equipment, applications or network services required for using E-Services.

3.2 For using E-Services, the electronic connections and means of communication of the E-User must meet the technical requirements established by the Bank. The requirements are available on the Bank's website.

3.3 The E-User shall be obliged to acquire a secure solution (equipment, applications or network services) for using E-Services at his/her own cost. The E-User shall be liable for the security of his/her computer and the Internet connection. **The use of unsecured or unprotected computer or Internet connection causes high risk of unauthorized use of E-Services.**

4 IDENTIFICATION OF THE USER AND USE OF SECURITY KEYS

4.1 By signing the E-User Agreement, the E-User confirms the receipt of the User Name, Electronic mean of identification, issued by the Bank (code calculator, etc.) and its usage instructions.

4.2 To perform Operations via E-Services, the Bank shall identify the E-User on the basis of the Security Keys.

4.3 The Bank shall, in the absence of manifest circumstances showing contrary, be entitled to presume that the Security Keys are used by the E-User.

4.4. Security Keys enable E-User to perform Operations, to sign electronic agreements, applications, orders and messages on behalf and in the name of the Customer. The Customer is bound by and responsible for any acts concluded by E-Users using Security Keys. Any documents and / or actions approved by Security Keys are regarded as having the same legal effect as a hand signature and approved by stamp (if applicable) Customers' documents.

5 PROTECTING THE SECURITY KEYS

5.1 The E-User shall be obliged to take all necessary measures in order to maintain confidentiality of the Security Keys. E-User shall be obliged to remember Security Keys, he/she cannot write it or save it in any data storage, to disclose it to third parties and/ or keep it with electronic identification means (devices).

5.2 For security purposes the E-User shall, when first time using Net-Bank and thereafter, regularly change the password(s) of electronic means of identification, as instructed by the Bank or third party, acceptable to the Bank, which has issued electronic mean of identification.

5.3 The E-User shall be obliged to notify the Bank immediately of the loss or theft of the electronic means of identification or of loss of possession thereof against the will of the E-User in any other manner. The E-User shall also immediately notify the Bank (in that case, if E-User is using electronic mean of identification, issued by third party, acceptable to the Bank, there must be first informed such third party) if the E-User suspects that the Security Keys may have become known to any other person. Such notification shall be delivered to the Bank during Banking Days by phone number +370 5 2472075, and in case the Bank cannot be reached by previously indicated phone number Customer shall deliver notification by e-mail: Lithuania.icm@opbank.lt during Banking Days or in the Bank's office during Banking Days or by any other means acceptable to the Bank.

5.4 Upon receiving a notification referred to in Clause 5.3 herein, the Bank shall block the use of the E-User connection to NetBank and/ or NetBank User rights.

5.5 The E-User shall also be obliged to provide the Bank, without undue delay, with information about circumstances of losing the possession of the electronic means of identification and/or Security Keys.

5.6 A breach by E-User of the obligations set forth in this Clause 5 causes high risk of unauthorized use of E-Services.

Customer

Bank

6 LIABILITY

6.1 The Customer shall be liable for any losses caused by unauthorised use of E-Services, except the case specified in Clause 6.2 herein.

6.2 The Customer shall not be liable for losses caused by unauthorized use of E-Services after the Bank has been notified about the loss of electronic means of identification loss and/ or if Security Keys may have become known to any person according to Clause 5.3 herein, unless the unauthorized use involves unlawful actions by the Customer or E-User.

6.3 Bank shall not be deemed responsible for services provided by Account information service providers or Payment initiation service providers and for any possible loss caused to the Customer by these providers.

7 E-USER RIGHTS

7.1 The E-Users and their rights shall first be specified in Special Terms and Conditions of E-Services Agreement.

7.2 The Customer may change E-User rights and appoint new E-Users either:

7.2.1 by signing a new Special Terms and Conditions of E-Services Agreement with the Bank (in such case, the new Special Terms and Conditions of E-Services Agreement, concluded between the Parties replaces the previous one), or

7.2.2 via Net Bank by its appointed Administrator, limited. The Administrator, limited shall not however be able to change via NetBank his/her own rights. This can only be done by the authorised Bank's representatives in the Bank's office, after the Customer submits the respective request to the Bank.

7.3 Before starting to use E-Services, E-Users shall familiarise themselves with its functionality and terms of use, including the terms and conditions of this Agreement relevant to them. The Customer shall ensure that E-Users familiarise themselves with the aforementioned matters and follow them.

7.4 The Bank shall be entitled, for the purpose of protecting the interests of the Customer and/or the Bank, to reject appointment of an E-User or to cancel rights of an existing E-User by notifying the Customer thereof without delay.

7.5 E-User rights shall be granted, amended and cancelled only under and in accordance with this Agreement. **For the avoidance of doubt, the validity of E-User rights shall not be dependent on the existence and status of any other relations (if any) between the Customer and E-User, such as e.g. employment relationship or contractual relationship of any other kind, membership in a management body, shareholding etc. The Customer is responsible for cancelling any unnecessary E-User rights without delay.**

8 PERFORMING THE OPERATIONS

8.1 The Bank shall provide E-Services within its service hours determined by the Bank. The Bank shall have the right to suspend provision of E-Services for the system maintenance, or if the hardware or software used by the E-User endanger the security of E-Services.

8.2 The E-User shall be entitled to use E-Services according to his/her E-User rights' profile. E-User rights' profiles are Account based, which means that E-Users may have different rights concerning different Accounts.

8.3 Submission of Payment orders directly via NetBank consists of the following stages: *Entering* ® *Approving* ® *Authorizing*. The *Entering* and *Approving* stages are optional, which means that *Authorizer* can make payments by skipping them. However, the Customer may choose to make these stages mandatory by adding an asterisk to the Signature Formula symbol of the relevant E-User right profile (Registrar* or Approver*). In such case the *Authorizer* cannot authorize Payment without the *registrar of payments* entering the payment and *approver of the payments* approving the payment.

8.4 Execution of Operations via Open interface or via Direct interface consists of the same stages as using NetBank directly except that when using Open interface E-User, first, enters into platform of Account information service provider and/or Payment initiation service provider where E-User is identified with Security Keys and when using the Direct interface E-User is identified with Security Keys when entering Bank's electronic channel.

8.5 The Customer may also establish joint *Approving* and/or *Authorizing* requirements for certain E-Users. In such case the required number of E-Users must respectively approve or authorize the Payment (for example Signature Formula 2 Approvers means that two E-Users with 2 Approvers rights must approve the Payment; Signature Formula 3 Authorizers means that three E-Users with 3 Authorizers rights must authorize the Payment).

8.6 The E-User shall be obliged to notify the Bank about any errors or disturbances hindering the performance of Operations.

8.7 For security purposes the Bank shall have the right to ask additional approval for certain Operations before performing them, by calling the phone number appointed for this purpose by the Customer. The Customer shall ensure that the person answering the call is entitled to approve such Operations. The Bank shall have the right to refuse from performing the Operation if that person shall not approve the Operation or if the call is not answered.

8.8 The Bank shall have the right to refuse from performing the Operation if the Security Keys have been used incorrectly or if the Bank has doubts about the identity of the E-User.

9 LIMITS OF THE OPERATIONS

9.1 The applicable Limits shall first be specified in Special Terms and Conditions of E-Services Agreement.

9.2 The Customer can change the Limits either:

Customer

Bank

9.2.1 by signing a new Special Terms and Conditions of E-Services Agreement with the Bank (in such case, the new Special Terms and Conditions of E-Services Agreement, concluded between the Parties replaces the previous one), or

9.2.2 via Net Bank by its appointed Administrator, limited. The Administrator, limited shall not however be able to change via Net Bank his/her own Limits. This can only be done by the authorised Bank's representatives in the Bank's office, after the Customer submits the respective request to the Bank.

9.3 The Bank shall be entitled, for the purpose of protecting the interests of the Customer and/or the Bank, to establish new Limits and/or to change the existing Limits by informing the relevant E-User and Customer thereof without delay.

9.4 Concerning Payments, the Limits apply to *Authorizing*, but not to *Entering* and *Approving*.

9.5 Limits are applied notwithstanding whether Payments via NetBank are executed using Open interface or Direct interface.

9.6 The Limits do not apply to currency exchange transactions.

10 COMPLAINTS

The Customer shall have the right to submit complaints and claims concerning the Operations to the Bank within 60 (sixty) days as of performance of the Operation. The Bank shall have the right not to consider a complaint or claim submitted after expiry of the aforesaid term. The Bank's regulations on examination of customers' claims are available on the Bank's website.

11 SERVICE FEES

11.1 The Customer shall pay the Bank service fees for E-Services pursuant to the Price List. The Customer shall ensure that the Account contains sufficient funds to enable the Bank to debit such fees.

11.2 The Bank shall debit the service fees from the Account without any additional order by the Customer. In other respects provisions of the current account agreement made between the Customer and the Bank shall apply to debiting the service fees under this Agreement.

11.3 The Bank shall have the right to unilaterally change the service fees by notifying the Customer thereof at least 30 (thirty) days in advance.

12 PROCESSING OF PERSONAL DATA

12.1 The Bank processes the personal data of the Customer's manager, its representatives, members of the Customer's bodies, shareholders, beneficiaries as described in the Bank's personal data protection policy which is available on the Bank's website. The Customer undertakes to inform all said persons that the Bank is processing their personal data.

13 ENTRY INTO FORCE, AMENDMENTS AND TERMINATION OF THE AGREEMENT

13.1 The Agreement shall enter into force upon signing by the Parties and shall be effective until further notice.

13.2 The Bank has the right to unilaterally amend the Agreement in accordance with the provisions of Clause 3 of the General Terms and Conditions of Servicing the Customers of the Bank.

13.3 The Customer shall have the right to terminate the Agreement at any time by notifying the Bank thereof at least 1 (one) Banking day in advance.

13.4 The Bank shall have the right to terminate the Agreement by notifying the Customer thereof at least 30 (thirty) days in advance, or by a way of immediate termination according to the General Terms and Conditions of Servicing the Customers of the Bank.

13.4 Payment orders and other instructions given prior to termination of the Agreement shall be fulfilled by the Bank in accordance with their terms, unless agreed otherwise by the Parties.

14 FINAL PROVISIONS

14.1 This Agreement is governed by law of the Republic of Lithuania.

14.2 Competent courts of the Republic of Lithuania at Vilnius city have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

14.3 This Agreement is concluded and signed by the Parties in 2 (two) copies of equal legal force, one for each Party. The Parties shall sign each sheet of the Agreement and its Annexes. In case of electronic signature, the Agreement shall be deemed concluded from the date indicated in the electronic signature of the last representative of the Party.

Customer

Bank