

## INVESTMENT SERVICE PROVISION CONTRACT

### 1. DEFINITIONS USED IN THE CONTRACT

**1.1. Electronic banking system:** the totality of existing and future measures, with the help of which the Client, signing the Contract, according to the relevant technical possibilities available during the term of validity of the Contract, is provided with the Bank's services remotely.

**1.2. Financial Instrument or FI:** has the same meaning as in the Law on Markets in Financial Instruments.

**1.3. Investment account:** an account opened at the time of signing this Contract by the Client, which is intended to settle for the purchased financial instruments, to settle funds for sold financial instruments, to store Client's financial instruments and other Transactions related to financial instruments.

**1.4. Client:** a natural or legal person specified in the special part of an investment services provision contract to which the Bank provides the investment services specified in the contract and/or services related to investment services.

**1.5. Client category:** the status granted by the Bank to the Client: Retail Client, Professional Client or Eligible Counterparty.

**1.6. Packaged retail investment products PRIP** is an investment product where the amount reimbursed to a Retail Client depends on fluctuations in reference values or performance of one or more types of assets that is not directly acquired by Retail Client.

**1.7. Retail client** is a client that is not assigned either to Professional Clients or to Eligible Counterparties, i.e. who does not have sufficient knowledge, skills and experience to make informed investment decisions and make an appropriate assessment of the risks involved.

**1.8. Transaction:** FI purchase, sale, exchange, transfer, storage, as well as other operations with financial instruments and/or cash related to the services provided by the Bank to the Client.

**1.9. KID** is a document prepared by the PRIP product manufacturer, which provides basic information and risks related to investments in PRIP.

**1.10. KIID:** a document containing the most important information about a collective investment undertaking and its management company;

**1.11. Professional Client:** the Client, which meets the criteria established for professional clients, specified in the Law on Markets in Financial Instruments of the Republic of Lithuania. If the Client is recognized as a Professional Client, the Bank provides investment services to such Client without complying with the obligations set out in Article 29 (except for Parts 5 to 8), 30, 33 and 34 (1) of the Law on Markets in Financial Instruments of the Republic of Lithuania. The Client, recognized as the Professional Client, may apply for separate or all Client protection measures upon a separate written request. Higher level of investor protection is applied to the Client from the moment when a written Contract is signed between the Bank and the Client and the written arrangement enters into force that the Client will not be considered as a Professional Client.

**1.12. Eligible counterparty:** as defined by the Law on Markets in Financial Instruments of the Republic of Lithuania. The Bank provides investment services to such a Client without complying with the obligations set out in Article 29 (except for Parts 5 to 8), 30, 33 and 34 (1) of the Law on Markets in Financial Instruments of the Republic of Lithuania. The eligible counterparty may ask to apply separate or all Client protection measures by a separate written request.

**1.13. Contract:** this investment service contract consisting of the general and special parts, annexes, amendments and supplements to the Contract and other related documents.

### 2. SUBJECT OF THE CONTRACT

**2.1.** Under this Contract, the Bank provides the Client with the following services (the Services):

**2.1.1.** Client's order reception and transmission;

**2.1.2.** Execution of orders at Client's expense;

**2.1.3.** Safekeeping, accounting and management of financial instruments at Client's expense, including safekeeping of assets and other related services such as cash or financial collateral management, with the exception of top-tier management of securities accounts;

Upon the conclusion of additional Contracts between the Client and the Bank, the Bank may provide the Client other, not specified in this item, investment and/or additional services.

**2.2.** The relations between the parties resulting from the implementation of this Contract shall also be regulated by the Civil Code of the Republic of Lithuania, the Law on Securities, the Law on the Markets in Financial Instruments, other laws and regulations, depositary regulations of the regulated markets or multilateral trading systems in which the order is executed as well as Šiaulių bankas' general rules for the provision of services, terms for provision of investment services and other internal documents of the Bank regulating the performance of transactions.

### 3. SUBMISSION AND ADMISSION OF ORDERS

**3.1.** In order to execute Transactions, the Client undertakes to submit orders to the Bank directly (personally) or through a duly authorized representative and provide all necessary information for the Bank to properly fulfil the Client's will in the order.

**3.2.** The Client has the right to submit to the Bank:

**3.2.1.** orders to buy FI;

**3.2.2.** orders to sell FI;

**3.2.3.** orders to transfer FI;

**3.2.4.** requests to cancel the submitted order.

**3.3.** The Client submits orders in the following ways:

**3.3.1.** directly to employees authorized by the Bank;

**3.3.2.** via electronic banking system;

**3.3.3.** by telephone;

**3.3.4.** in another way acceptable to the Bank.

**3.4.** The following information must be indicated to the Bank by the Client in the order:

**3.4.1.** the date and time of acceptance of the order or investment decision (hours and minutes);

**3.4.2.** data identifying the Client and the financial instruments with which the transaction is ordered;

**3.4.3.** the content of the transaction (purchase, sale, exchange, free transfer, etc.);

and any other data and information required by the Bank, the law or the third party related to the transaction.

**3.5.** Order validity period must be indicated in the Order. If the term is not specified, the order is valid for one trading session. Orders not executed before their validity date expire.

**3.6.** The Bank has the right to refuse to accept the order if the order does not conform to the form established by the Bank and does not contain sufficient information to enable the Bank to properly fulfil the Client's will, it is submitted in a manner inconsistent with the Contract or in violation of other conditions stipulated in the Contract. The Bank has the right to refuse to accept any Client's order or to refuse to execute the received order without specifying the reasons if, at the discretion of the Bank, the submission or performance of the order would be in conflict with any legal requirements, rules of the market in which the order should be executed, good market practice or other reasons for which, in the opinion of the Bank, the acceptance and/or execution of the respective order is difficult or impossible.

**3.7.** The parties agree that by submitting orders by telephone or other unwritten form, also by electronic mail or via electronic banking system, the Bank has the right to record the conversations with the Client and to store all electronic communications with the Client. The Bank has the right to use sound recordings and electronic communications as evidences in the disputes between the parties. When giving order by telephone, electronic mail or via electronic banking system, upon request of the Bank, the Client must indicate the Client's identifying data (name, surname, personal identification number, username, etc.). At the request of the Client, such records / communications may be disclosed to the Client within 5 (five) years from the date of the recording or electronic communication. The Bank has the right, at its discretion, to set a reasonable charge for the provision of such information.

**3.8.** Orders to sell or otherwise transfer, pledge or otherwise burden FI, which are the joint ownership of spouses, may be submitted only by both spouses, except in cases where the Client acts on behalf of the spouse on the basis of a proxy issued by the latter or other legal basis for representation. For FI, which is the joint ownership of spouses, telephone orders are accepted only if the Bank has been provided with written authorization of the Client's spouse in accordance with the requirements established by law. Orders for FI, which is the personal property of the Client in a marriage, can be provided by the Client only if the Bank receives the acceptable documents confirming the fact of personal ownership.

**3.9.** The Bank, after accepting the Client's order, will provide the Client with confirmation of acceptance of the order:

**3.9.1.** if the order was accepted by telephone, the Bank will provide confirmation to the Client also by telephone immediately after acceptance of the order;

**3.9.2.** if the order was accepted via electronic banking system or by e-mail, the Bank will provide confirmation to the Client via the electronic banking system or by e-mail;

**3.9.3.** if the order was accepted in writing by the Bank, the Bank will provide the Client with confirmation of acceptance of the order at the Bank's office;

**3.10.** The Client undertakes, before submitting to the Bank a request to sell FI, to ensure that there is a sufficient number of FI units in the Investment Account, and/or to transfer the corresponding number of FI to the Investment Account or, together with the FI sales order, to submit the Bank the request to transfer the FI, while committing not to dispose the specified number of FI units in the Investment Account before the moment of execution or cancellation of the order. With the Bank's consent, the Client may accumulate the required number of FI after placing the order for FI sale, but in any case, such FI must be transferred to the relevant Investment Account no later than before 12:00 of the settlement date.

**3.11.** The Client undertakes, prior to submitting to the Bank an order to buy FI, to ensure that the Investment Account has a sufficient amount of cash and/or to transfer the necessary amount of cash into this account, while committing not to dispose the amount of money indicated in the order until its execution or cancellation. With the Bank's consent, the Client has the right to transfer the required amount of funds to the Investment account after submitting the order to buy the FI, but in any case, the required amount of funds must be transferred no later than before 12:00 of the settlement date.

**3.12.** The Client, upon signing the Contract, gives his repeated consent and instructs the Bank, in the course of execution of the Client's orders, to buy FI and dispose of the funds of the Client located in the Client's Investment Account. In cases where the Client's funds are insufficient in the Investment Account, the Bank, without the individual order of the Client, has the right to use funds in other Clients' accounts in the Bank, if necessary, to change any currency in the accounts into the currency required for settlement (if there are several currencies, the currencies are changed in accordance with the Bank's established currencies exchange priorities) according to the non-cash (currency) purchase/sales rate established by the Bank at that time.

#### **4. ORDER CANCELLATION AND CHANGE OF CONDITIONS**

**4.1.** The Client has the right to cancel any type of order that has not expired and which the Bank has not started or partially executed. If the Client cancels an order that has been partially executed by the Bank, it is considered that the part of the order that is not yet executed is cancelled.

**4.2.** The order is considered cancelled if the Bank receives from the Client a notice of cancellation of the order in accordance with the requirements of the Contract and legal acts before the Bank starts executing the order. The Bank shall provide notice of the cancelled order in the same manner as the order was received. Submission of order cancellation is subject to the same procedure as for the submission of orders specified by this Contract.

**4.3.** The Client has the right to change the terms of the submitted order only by cancelling the previous order and

submitting a new order in accordance with the procedure established by the Contract.

**4.4.** The Order may be unilaterally cancelled by the Bank if, before the end of the execution of the order, the Bank receives information about the FI event that has a significant impact on the structure of the FI indicated in the Order (for example, in the case of cancellation or consolidation of FI).

## 5. EXECUTION OF ORDERS

**5.1.** The Bank accepts and executes orders in accordance with the terms specified in the order and on the best conditions for the Client. In the event that no specific conditions are specified in the order, the conditions set out in this Contract and the Procedure for the Execution of the Orders for Financial Instruments (the Order Execution Procedure) shall apply. The Client agrees that his orders will be executed, without a separate consent, outside the regulated market and the multilateral trading system.

**5.2.** The Bank has the right to execute the order without complying with the conditions specified in the order if, in certain circumstances, this is necessary for the Client's interests, and the Bank was not able to ask the Client in advance or the Client did not respond in time to the Bank's request. In the event specified in this paragraph of the Contract, the Bank shall immediately inform the Client that the order has been fulfilled under conditions other than those specified in the order. The Bank has the right to execute the order on better conditions than those specified in the Client's order, without first notifying the Client thereof.

**5.3.** The order is started to execute immediately, unless otherwise is stated in the order or the order execution can be immediately disadvantageous to the Client in accordance with the Order Execution Procedure. In the cases specified in paragraphs 3.10 - 3.11 of the General part of the Contract, the order is started to execute when the Client collects the necessary number of FI in the Investment Account or accumulate sufficient funds in the personal Investment Account unless otherwise agreed by the Client with the Bank.

**5.4.** In cases where, due to certain obstacles, the Bank cannot start executing all or some of the terms of the order, or all or some conditions of the order cannot be fulfilled within a reasonable time due to the circumstances of the regulated market where the order is executed or outside of it, the Bank informs the Client within a reasonable time in the same manner as to provide the Client with confirmation of receipt of the order and its execution.

**5.5.** The Client agrees that the order placed by him may be executed by joining the order with the Bank's and/or other Bank's clients orders in accordance with Order Execution Procedure.

**5.6.** The Bank, upon fulfilment of the Client's order, notifies the Client, at the latest on the following working day, of the execution of the order:

**5.6.1.** if the order was accepted by telephone, electronic banking system or by e-mail, the Bank will provide confirmation of the execution of the order to the Client via the electronic banking system or by e-mail;

**5.6.2.** if the order has been submitted to the Bank in writing at the Bank's branch, the Bank will provide the Client with confirmation of the execution of the order in the Bank's branch.

**5.7.** In the event that the Bank receives a confirmation of a completed Client's order from a third party, the Bank notifies the Client in accordance with the procedure set forth in paragraph 5.6 of the General Part no later than on the following working day.

## 6. BANK'S RIGHTS AND OBLIGATIONS

### The Bank undertakes:

**6.1.** To execute the Client's orders in regulated markets or multilateral trading systems or outside the regulated market or multilateral trading system on the best terms and conditions for the Client in accordance with the Bank's Order Execution Procedure;

**6.2.** To carry out operations for the management of the Investment Account in accordance with the laws, the resolutions of the Bank of Lithuania and the instructions of the Central Securities Depository;

**6.3.** After execution of the Transactions, to make the corresponding entries in the Investment Account;

**6.4.** After having executed the order to sell FI and received funds for FI sold, to transfer funds to the Client's Investment Account no later than within 1 (one) business day from the date of receipt of the funds. In case if the money received by FI is transferred directly to the Client not through the Investment Account, the Bank is not responsible for the transfer of funds to the Client's Bank account in a timely manner. In the event that the Client has arrears with the Bank, from such funds the Bank is entitled to deduct all amounts that the Client must pay to the Bank, including, but not limited to, all interest and Bank losses;

**6.5.** At the request of the Client, to provide all information about the status of the order placed by the Client;

**6.6.** The Bank, while safekeeping the Client's FI in the Investment Account, undertakes:

**6.6.1.** to pay dividends, interest and other payments, as well as funds received after FI redemption period expires and FI buyer redeems the FI, to the Client's Investment Account specified in the Contract no later than within 3 (three) business days from the receipt of these funds. In the event that the Client has arrears with the Bank, from such funds the Bank shall be entitled to deduct all amounts that the Client is required to pay to the Bank, including, but not limited to, all interest and Bank losses. The Bank is not liable for any late payments and orders from issuers or other persons. If the Client requests the funds to be transferred to another account of the Bank or other credit institution than the one specified in the Contract, he must notify the Bank in writing no later than 1 (one) business day before the date of transfer of funds;

**6.6.2.** at the Client's request, to start execution of FI transfer no later than within 1 (one) business day from the receipt of the Client's request, if the Client is not indebted for the concluded transactions and the services provided by the Bank;

**6.7.** To provide to the Client advance (*ex-ante*) information on costs and taxes related to the FI and the services provided under the Contract. A detailed summary of *ex-ante* disclosures about FI costs and fees will be provided in cases where the Bank recommends or suggests to the Client to enter into a FI

transaction or the Bank is obliged to provide the Client with the KID / KIID related to the FI concerned. The *ex-ante* information on costs and fees will be based on exemplary terms and will not be individualized;

**6.8.** If the Bank accounts for Retail Client's positions in respect of weighted financial instruments, the Bank will inform the Retail Client, when the starting value of each such FI will decrease by 10%, and then every time it will decrease by 10%. In accordance with the procedure set out in this section, information will be provided to the Retail Client for each relevant FI, each time, when the 10% loss limit is exceeded. The report will be submitted to the Retail Client at the latest by the end of the Bank's business day, after the exceeding of the threshold has been established, or if the threshold is exceeded and calculated not on the Bank's business day after the end of the business day following it;

**6.9.** At least once a quarter, to prepare for the Client the report of FI accounted by the Bank about the FI kept by the Client at the end of the reporting period, and no later than within one month after the end of the quarter in question, to provide this information to the Client;

**6.10.** No later than within 3 months after the end of the relevant year, to submit to the Client an annual follow-up (*ex-post*) information on all incurred expenses and fees and other payments related to investment and/or additional services in cases where the Bank recommended or proposed to the Client to conclude a FI transaction or the Bank was obliged to provide KID / KIID to the Client related to the respective FI and the Bank has maintained or maintains a continuous relationship with the Client throughout the year. Such information will be based on the actual costs incurred by the Client and will be personalized in relation to the Client;

**6.11.** The Bank shall submit the reports referred to in paragraphs 6.8 to 6.10 of the General Part to the Client by e-mail or via the electronic banking system. If the Client does not use the Bank's electronic banking system or has not provided the e-mail address, the Client will be able to receive the reports in the Bank's Client service units.

#### **The Bank has the right:**

**6.12.** To refuse to execute the Client's order to sell or transfer FI, execute the Client's payment order to transfer funds to another bank, credit institution or other account if:

**6.12.1.** The Client's FI or monetary funds are pledged and/or transferred to the Bank as collateral holder or the Bank safekeeps them on the order of the collateral taker or the Client's right to dispose of FI or cash funds located on the Client's Bank account is restricted otherwise in accordance with the procedure established by laws or other legal acts;

**6.12.2.** The Bank is given the Client's order according which Client's monetary funds are to be used to pay for the FI, which at the time of submission of the payment order is not cancelled in accordance with the procedure established by the Contract;

**6.12.3.** The Client has not paid to the Bank the fees payable under the Contract.

**6.13.** To restrict the Client's right to dispose of the funds in the Investment Account in the payable and/or other currencies required for the payment if the Investment Account does not have or has insufficient funds in the currency to be paid before the settlement or before the cancellation of the order;

**6.14.** To refuse to accept Orders or to restrict the provision of services if the Client does not have a valid LEI code if the LEI code is required for the Transaction in accordance with the applicable legislation;

**6.15.** To restrict the Client's right to dispose of the FI in the personal Investment Account required for settlement before the settlement or before the cancellation of the order;

**6.16.** To transfer of orders submitted by the Client to another person chosen by the Bank, who has the right to provide the relevant investment services, if the Client submits an order which the Bank cannot execute directly or, in the opinion of the Bank, such transfer does not affect the quality of execution of the order;

**6.17.** By concluding a PRIP transaction by telephone, the Bank may inform the Retail Client that submission of KID before entering into PRIP is impossible. In such cases, the Bank may submit to the Client the KID after the conclusion of the PRIP transaction by sending KID by e-mail indicated by the Client in the Contract or via the electronic banking system. If the Bank informs the Client that it is not possible to submit the KID before the conclusion of the transaction, the Retail Client has the right to postpone the conclusion of the PRIP transaction and request the Bank to submit KID for inspection before the PRIP is concluded.

## **7. CLIENT'S RIGHTS AND OBLIGATIONS**

### **The Client undertakes:**

**7.1.** Immediately, but no later than within 5 working days, to inform the Bank if there is a change:

**7.1.1.** In the details of the person indicated in the Special Part of the Contract representing the Client (name, surname, etc.);

**7.1.2.** In the legal entity name, legal form, office, code, representative, contact details or other data;

**7.1.3.** In the name, surname, family status or other data of the natural person;

**7.2.** Within 14 (fourteen) calendar days after receipt of the Bank's request, to submit any documents required by the Bank for the execution of orders and other transactions;

**7.3.** To ensure that the Bank can at any time get acquainted with the financial statements of the Client (legal entity);

**7.4.** To ensure that if the Client's (natural person's) spouse cancels the authorization for the Client to perform transactions with the FI which are the joint property of the spouses or after termination of such authorization on other grounds, or if the Client-owned FI becoming a joint ownership of the Client and the Client's spouse or if on other grounds the Client's rights to these FI are restricted, the Bank was be immediately informed accordingly. If the Client fails to fulfil this obligation or fulfils it improperly, he shall compensate the Bank for any losses incurred thereon;

**7.5.** To provide the Bank with data describing the financial status of the Client, his knowledge related to specific investment services or FI, investment experience, investment period and objectives pursued using the investment services provided by the Bank, awareness of the risks related to investment and its tolerance and other data and documents required by the Bank which the Bank is entitled to claim in accordance with the laws and other regulatory acts of the Republic of Lithuania and which are necessary for the provision of services to the Client;



**7.6.** Not to disclose to any third party information related to investment services received from the Bank, including that received via online FI trading system from any regulated market or multilateral trading system;

**7.7.** To adhere to the rules of all regulated markets where the Client will place orders;

**7.8.** On its own initiative, to take measures to reduce the potential loss risk of investment in FI;

**7.9.** not to enter into transactions in violation of the prohibitions (restrictions) imposed by the legal acts of the Republic of Lithuania and the European Union on market abuse, i.e. to place orders for entering into FI transactions using insider information, to manipulate the FI market (try to do this);

**7.10.** To independently collect information about the rights and obligations arising from the FI, their changes and fulfil all obligations arising from the existing FI;

**7.11.** Not to disclose to third parties any information related to products specifically prepared for him and individually applied rates, if applicable;

**7.12.** Without the prior written permission of the Bank not to transfer his rights and obligations under the Contract to third parties;

**7.13.** To compensate the Bank for all fines paid by the Bank to third parties due to non-performance or improper performance of the Client's obligations under this Contract;

**7.14.** In the case of receiving, by mistake, in the Investment Account of wrong money transfer or FI transferred to the Investment Account, immediately to inform the Bank about it and return the funds of FI unduly received;

**7.15.** At the Bank's request, within a specified time limit, to provide information on the origin of his funds, provide information about the Client's final beneficiaries, explain the objectives of the transactions executed.

**7.16.** Not to use the services provided by the Bank in order to legalize the criminal proceeds (property), to not carry out any transactions with persons suspected of money laundering and/or financing of terrorism or subject to international sanctions and which are included in the lists drawn up by the competent authorities of the Republic of Lithuania or international organizations, engage in fraud or other unlawful activities;

**7.17.** On his own initiative, to take measures to reduce the potential loss risk of investment in FI.

#### **Client has the right:**

**7.18.** To submit to the Bank a written request to change the category granted to the Client in order to achieve a higher or lower level of protection of interests;

**7.19.** When concluding a PRIP transaction by telephone, after the Bank informs the Client that it is not possible to submit the KID before the conclusion of the transaction, the Retail Client has the right to postpone the conclusion of the PRIP transaction and request the Bank to submit for inspection in the KID before the PRIP is concluded;

**7.20.** To receive information on the investment services and products provided by the Bank and their risk, as specified in the Description of the financial instruments and their risks, at any of the Bank's Client service units; as well as to access this information at the Bank's website [www.sb.lt](http://www.sb.lt).

#### **Client confirms that:**

**7.21.** He is aware of the Bank's duty to provide information about the Client and his transactions, provided for in the laws of the European Union and/or the Republic of Lithuania;

**7.22.** He is aware that the Bank will not be able to fully assess whether the Client's needs, attributes and objectives are consistent with the needs, attributes and objectives of the FI target market in cases where the Bank does not offer or does not recommend the Client to enter into a FI transaction and during the admissibility test the Bank has received insufficient information from Client or the Client independently accepts the investment decision for the FI transaction and therefore the Client assumes all risks related to the conclusion of such FI transaction;

**7.23.** He is aware that the Bank, in accordance with the procedure established by legal acts, will assess whether the particular Services and other investment services and FI are appropriate or acceptable to the Client only in cases where the applicable legal acts provide for such an assessment to be mandatory;

**7.24.** He agrees that in the event that the Client submits the order on own initiative for FI which, under current legislation of the Republic of Lithuania, are considered as non-complex financial instruments, the Bank, regardless of whether the Client has provided the Bank with information about his investment experience and knowledge, or has not provided such information, will not assess whether the execution of such an order for the non-complex financial instruments is suitable for the Client;

**7.25.** It is known to him that a copy of recorded messages and conversations with the Client at the Client's request will be available for a period of five years;

**7.26.** He has and during the period of validity of the Contract, he will have full access to the Internet and will have access to the documents specified in the Contract, which are available on the Bank's website;

**7.27.** He is aware that the Bank's actions will be based on the assumption that the Client will immediately get acquainted with the Bank's notices of execution of orders, statements of accounts and other information, and will review transaction confirmation notifications and immediately notify the Bank of the errors detected;

**7.28.** He is aware that the rights of the Client to FI issued by foreign issuers or funds kept abroad may vary depending on the laws of jurisdiction, followed by investing in such FI or keeping funds;

**7.29.** Regardless of the provisions of any agreement entered into between the Bank and the Client, the depositary that protects the Client's FI or funds may have a retention right with respect to such property (Client's FI or cash funds), to make a set-off using such property or other security collateral.

## **8. SERVICE FEES AND SETTLEMENT**

**8.1.** For the services provided, the Client undertakes to pay the Bank the fees valid at the time of the provision of services in accordance with the rates established and approved by the Bank, as well as to cover all other costs actually incurred by the Bank related to the performance of the Contract, including but not limited to currency conversion costs, costs to account

managers, brokers or other third parties (subkeeping, stamp and/or FI processing fees, etc.) or related to debt recovery under the Contract and/or other Bank's expenses incurred or to be incurred by the Bank in providing the services specified in the Contract to the Client (provision of information to foreign intermediaries, preparation, translation, translation and forwarding of documents, postal costs, etc.), as well as the taxes imposed by foreign countries.

**8.2.** The Bank has the right to unilaterally change the rates of Investment Services and undertakes to publish the change of rates no later than 30 (thirty) calendar days on the Bank's website [www.sb.lt](http://www.sb.lt) and make it possible to familiarize with the future change of exchange rates at the Bank's Client service departments. The notification of the changes to the Investment Service fees submitted in this way shall be deemed duly given and served to the Client. If, within 30 (thirty) calendar days after the submission of the notice of changes, the Client fails to submit a written request to terminate the Contract or request to terminate the provision of a particular service or continues to perform the transactions, it is considered that the parties to the Contract have agreed on the new rates, and the Client subsequently has no right to bring the Bank to his disagreement and claims regarding such changes.

**8.3.** The Bank shall, without the Client's separate instruction and consent, write off all the fees payable under the Contract, from the Client's Investment Account specified in the Special Part of the Contract, and if there are insufficient funds in it, from any other account of the Client through the procedure set in the bank account contract concluded by the Bank and the Client on the day of the transaction execution or provision of other service or on the day of payment of the FI safekeeping fee established by the Bank (if the fee is paid monthly, quarterly or annually, the Bank writes it off immediately after the end of the relevant period).

**8.4.** Fees are written off in the currency they must be paid to the Bank. In the event that there is no funds in the payable currency in the Client's Cash Account indicated in the Special Part of the Contract or they are insufficient, the Bank shall, without the individual Client's instruction, convert any other currency in the Client's accounts into the currency to be paid according to the Bank's non-cash (currency) purchase / the course set at that time.

## 9. SAFEKEEPING OF FINANCIAL INSTRUMENTS AND CASH FUNDS

**9.1.** The Bank, on behalf of the Client, opens and manages Investment Accounts, which can only account such FI, which the Bank can account for in the Investment Accounts opened in the Bank. The Bank may refuse to accept in the Investment Account FI of certain types, classes, or issued by certain issuers, as well as FI, which are traded on certain markets.

**9.2.** The Bank, while protecting the Client's FI and in order to ensure security of the Client's FI and monetary funds, segregates the Client's monetary funds and FI from the property of the Bank and other Bank's clients.

**9.3.** The Bank manages the Client's FI, which are issued by foreign-registered issuers, in the credit institutions registered in Lithuania or foreign countries of other institutions that are entitled to provide FI custody services, and therein:

**9.3.1.** On behalf of the Bank, it opens the Client's omnibus account, in which the Client's FI are separated from the Bank's assets, and the corresponding entries are made in the Client's FI personal account with the Bank; or

**9.3.2.** On behalf of the Client, it opens an account in which only the Client-owned FI are safekept (costs borne by the Client), or

**9.3.3.** In exceptional cases where it is impossible to open the accounts specified in paragraphs 9.3.1 or 9.3.2, opens FI accounts in the name of the Bank, in which the Client's FI are not segregated from the property of the Bank and other Bank's clients. In this case, the FI custodian can direct the satisfaction of its claim rights to the Bank and/or other Bank Clients towards the FI in such an account.

**9.4.** In the event that the Client's FI or monetary funds are safekept abroad, the Client's FI and cash funds are insured in accordance with the law of that state.

**9.5** The Client must note that:

**9.5.1.** In the event that the Client acquires FI which are issued by foreign-registered issuers, they are safekept abroad and the law of the foreign FI issuer's state is applicable to them. In this regard, the rights granted to the Client by FI or monetary funds may be change;

**9.5.2.** Regardless of this Contract, the FI custodian (depository) may have the rights of obligation execution enforcement, property retention or counterclaim set-off in respect of these FI or cash funds.

**9.6.** The Client is solely responsible for timely submission of notices about acquisition of FI blocks in accordance with the applicable law and is aware that the Bank does not provide such messages on behalf of the Client unless otherwise is agreed by the Parties in writing for such notifications.

**9.7.** The Bank is not liable for any losses and/or expenses and/or restrictions and/or right losses incurred or arising from the Client due to the fact that the Client does not perform or improperly performs the requirements provided for in the legal acts of the Republic of Lithuania or foreign countries to disclose information about FI transactions (block acquisitions, management transactions, etc.).

**9.8.** The Bank informs that funds held in the bank account with the Bank and the Bank's liabilities to investors are insured by the State Enterprise Deposit and Investment Insurance, as provided for in the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania (the Law), except for deposits and liabilities to investors that are not considered insurance objects as such provided for in the said Law.

**9.9.** The rights of a Client to FI issued by foreign issuers or funds safekept abroad may vary depending on the laws of jurisdiction, followed in the course of investing in such FI or keeping funds.

**9.10.** Notwithstanding the provisions of any agreement between the Bank and the Client, a depository protecting the Client's FI or funds may have the right of retention with respect to this asset (Client's FI or monetary funds), to make a set-off using such asset or other obligation security collateral.

**9.11.** The Client is informed that in certain cases, due to foreign legal acts, the transfer of financial instruments of foreign issuers from one account manager to another account manager is possible only with the conclusion of a transfer transaction on a regulated market or multilateral trading system.

## 10. RESPONSIBILITY OF THE PARTIES

**10.1.** After the Client has missed the terms for payment of amounts due under the Contract, the Bank shall have the right, without the separate instruction and consent of the Client, to write off the amounts due under the Contract from any Client's accounts with the Bank. In the absence of sufficient funds in the Client's bank accounts with the Bank, the Bank has the right, without the individual instruction and consent of the Client, to write down amounts payable under the Contract from all Client's accounts in other banks or credit institutions in accordance with debit orders issued and signed by the Bank. This Contract is a multiple Client's consent to write off his late payment to the Bank from all Client's accounts in all banks or credit institutions in accordance with the Law on Payments of the Republic of Lithuania. This consent may not be revoked without the written consent of both parties to this Contract. In the event that the funds in the Client's accounts are not available or insufficient in the currency payable, the amounts written off shall be converted into a payable currency, without the Client's separate instruction, according to the Bank's non-cash (currency) sale/purchase exchange rate set on that day. The Contract is also an unconditional multiple consent of the Client to receive all information about the Client's funds located in all Client's accounts opened with credit institutions in cases where the Client is past due to pay the required amounts to the Bank.

**10.2.** The Client with the means of this Contract expresses multiple consent and instructs the Bank, at its (Bank's) discretion, to register orders for sale to the Client's FI on behalf of the Client if:

**10.2.1.** In the Client's accounts opened with the Bank, for more than 3 (three) months, there are no funds enough to pay to the Bank under the Contract, in which case the Bank sells only the amount of FI for which the funds received would be sufficient to pay the fees specified in this paragraph of this Contract and so that the Client would incur minimum losses;

**10.2.2.** The Client does not specify a new FI account manager, for termination of the Contract on any basis, and there is no possibility to transfer FI accounting to issuer-authorized intermediaries of public trading.

**10.3.** If one of the parties to the contract fails to fulfil the contractual obligations, the other party to the Contract shall be entitled to compensation for the direct losses caused thereby.

**10.4.** The parties to the Contract shall be released from liability if the conditions of the Contract are not properly implemented in circumstances of force majeure. Force majeure circumstances are understood as they are defined by the law of the country in which the Client's FI and monetary funds are safekept or the law of the country in which the transaction was to be executed and/or the Civil Code of the Republic of Lithuania.

**10.5.** If the Client does not pay in due time the amounts due to the Bank under the Contract or the Bank does not timely transfer money to the Client under the Contract, for each day of delay, the Client or the Bank shall, at the request of another Contracting Party, pay 0.03 per cent of the interest due from any sum not paid or not transferred in due time. In the event that the Client does not timely transfer FI or cash funds as provided for in paragraphs 3.11 and 3.12 of the General Part of the Contract, the Client, at the Bank's request, pays to the Bank 0.03 percent of the interest from the value of transactions concluded by the

Bank for the Client for each overdue day and compensates the Bank for losses incurred by it in accordance with evidences provided by the Bank.

**10.6.** The Bank does not reimburse the Client for losses and/or expenses incurred due to the malfunctioning or failure of networks, installations, computer equipment, failure to provide data, crises or other adverse changes in the FI market, FI price fluctuations, exchange rate changes, and inflation. The Bank is not liable for losses incurred and/or expenses incurred by the Client as a result of the liquidation or bankruptcy or operation or omission by the issuers, account managers (depositories), paying agents (brokers) or other third parties.

**10.7.** The Bank is not responsible for the fact that the FI of different types and issuers purchased by the Client or available to the Client can give the Client different rights and obligations and the Client did not know about this.

**10.8.** The Bank shall not be liable if the Client's FI will be taken, cancelled or invalidated due to the reasons beyond the control of the Bank.

**10.9.** The Bank is not responsible for the accuracy of payments made by FI issuers, their authorized persons, account managers (depositories), paying agents (brokers) or other third parties, the sufficiency of payments payable to the Client, delay and suspension of payments.

**10.10.** In the event that the Client improperly fulfils the obligations set out in paragraph 7.1 of this Contract, all orders submitted by the Client's representative prior to receipt of the said Client's notice shall be deemed submitted by a duly authorized person of the Client and valid as if submitted by the Client himself.

## 11. VALIDITY AND AMENDMENT OF THE CONTRACT

**11.1.** The Contract enters into force on the day it is signed and is valid indefinitely. From the date of entry into force of the Contract any prior agreements or other arrangements between the parties regarding the Transactions and the Management of the Investment Account shall cease to be valid.

**11.2.** The Special Part of the Contract may only be changed by agreement between the two parties.

**11.3.** Investment Service Provision Conditions, Investment Services Rates and General Part of the Contract may be changed by the Bank by announcing the changes no later than 30 (thirty) calendar days before on the Bank's website [www.sb.lt](http://www.sb.lt) and making them available to the Bank's Clients in the client service departments. The notification of changes made in this way shall be deemed duly filed and served to the Client, except in cases stipulated by legal acts of the Republic of Lithuania, when the Bank must notify the Client personally in writing about such changes. If, prior to the effective date of the amendments, the Client does not submit a written request to terminate the Contract or the provision of a particular service or continues to carry out transactions, it is considered that the parties to the Contract have agreed on new amendments, and the Client is not subsequently entitled to bring to the Bank disagreement and claims regarding such changes.

**11.4.** Order execution procedure, procedure for avoiding conflicts of interest, description of financial instruments and their inherent risks can be changed unilaterally by the Bank in case of changed circumstances. The Bank undertakes to notify

changes to the documents specified in this paragraph of the Contract to the Client, publishing on the Bank's website [www.sb.lt](http://www.sb.lt). The notification thus made about the changes in these documents is deemed duly filed and served to the Client. Changes take effect on the day they are published on the Bank's website.

## 12. TERMINATION OF THE CONTRACT

**12.1.** The Client is entitled to unilaterally and without going to court terminate the Contract by notifying the Bank thereof in writing no later than 14 (fourteen) calendar days before. The Contract shall be deemed to be terminated after 14 (fourteen) calendar days when the Bank receives such Client's notice if the notice does not specify another date for termination of the Contract. If the Client's Investment Accounts contain accounted FI, the Client must, before termination of the Contract, submit orders to transfer these FI to investment accounts opened with other account managers.

**12.2.** The Bank shall have the right, unilaterally and without recourse to the court, to terminate the Contract, notifying the Client thereof in writing no later than 14 (fourteen) calendar days in advance. The Contract is deemed to be terminated after 14 (fourteen) calendar days when the Client receives such notice of the Bank, unless the notice does not specify another date for termination of the Contract. Within the term specified in the Bank's notice, the Client must specify to the Bank another FI manager, to whom the Client's FI will be transferred to for safekeeping. Asked by the Client, the Bank recommends or selects a FI account manager at the request of the Client.

**12.3.** The Bank has the right unilaterally, after informing the Client, to terminate the Contract without complying with the notice period specified in paragraph 12.2 of the Contract if:

**12.3.1.** The Contract is terminated due to the fact that the Client does not fulfil his obligations under the Contract or does not do it properly;

**12.3.2.** Client's Investment Accounts have no FI, cash funds and for more than a year the Client has not performed FI operations.

**12.4.** Upon termination of the Contract, the Bank shall execute all orders received by the Bank before the termination of the Contract and which have not been cancelled or cannot be cancelled in accordance with the procedure established by the Contract.

**12.5.** If at termination of the Contract, the Client does not place orders to transfer the FI to other account managers, the Bank transfers Client's FI for safekeeping to issuer-authorized intermediaries of public trading, processing accounts of FI issued by relevant issuers.

**12.6.** The Client is required to pay to the Bank all the fees payable under the Contract no later than on the date of termination.

**12.7.** If the Client fails to pay the Bank all the fees or debts arising under the Contract, the Bank has the right not to transfer the FI and/or cash funds in the Investment Account to other accounts specified by the Client until the Client fully settles with the Bank, or to exercise its right to sell the FI, as set out in paragraph 10.2 of the General Part of the Contract.

## 13. PROCEDURE FOR CLAIMS AND DISPUTE SOLUTION

**13.1.** If the Client notices inaccuracies or inconsistencies in the Bank's information about the transactions carried out in the Investment Account, he must immediately, but no later than thirty (30) calendar days after the transaction date, in writing or otherwise provide the Bank with a claim for performance of the Contract or other actions of the Bank which do not comply with the terms of the Contract.

**13.2.** Any dispute relating to this Contract or its performance between the Bank and the Client shall be first settled by mutual negotiations. In the case of failure, the dispute shall be settled in the court in accordance with the procedure established by the laws of the Republic of Lithuania.

## 14. FINAL PROVISIONS

**14.1.** The law of the Republic of Lithuania applies to the Contract.

**14.2.** The Client, upon signing the Contract, confirms that:

**14.2.1.** All working conditions are clear for him, they are fair and without prejudice to the Bank and the Client's rights and interests, express the true will of the Client, the Client has understood them and agrees with them.

**14.2.2.** The Contract is signed by the duly authorized representative of the party and creates for the party the valid rights and obligations;

**14.3.** The terms of the provision of investment services, procedure of execution of orders, procedure for avoiding conflicts of interest, description of the financial instruments and their inherent risks, and the rates of provision of investment services are an integral part of the Contract and the Parties undertake to comply with them.

**14.4.** The term Investment Account used in this Contract covers and replaces the terms FI Account and the Cash Funds Account used in the version of the General Part of the Agreement valid till 1 June 2018.

Šiaulių Bankas AB