

STANDARD TERMS AND CONDITIONS OF THE PAYMENT CARD AGREEMENT

Applicable from 1 July 2017 for Danske Bank A/S Latvia branch and Danske Bank A/S Lithuania branch

1. GENERAL PROVISIONS

1.1. These Standard terms and conditions of the payment card agreement set out the terms and conditions for issuing and using payment cards and regulate the relationship between the Bank and Customer when the services provided by the Bank and Third Persons via a payment card are used.

1.2. The following definitions are used:

Account means the Customer's account with the Bank linked to the Card and used for Operations carried out with the Card. The Account is specified in the Special terms and conditions of the Agreement. The Account is opened, managed and held under the current account agreement or another separate Service Agreement and according to the Account Conditions.

Agreement means the Payment card agreement, which contains the Special terms and conditions, the Customer confirmations, the Card Conditions and the Payment Conditions. All amendments and annexes, if any, to the Agreement constitute the inseparable part of the Agreement. The Account Conditions, the General Conditions and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

Available Funds mean funds available in the Account for use and consist of the amounts for which the Customer has a claim against the Bank and of the unused part of a credit limit, if any credit has been made available to the Customer through the Account.

Card means an electronic Payment instrument owned by the Bank, allowing the Cardholder to perform Operations pursuant to the procedure established by the Bank.

Card Conditions mean these Standard terms and conditions of the Payment card agreement and all amendments and annexes to it.

Cardholder means a natural person to whom the Bank has issued the Card on the basis of an application of the Customer for the management of the Account and the performance of Operations with the Card. The Cardholder is a representative of the Customer and exercises the rights conferred on them by the Customer. The Customer and the Cardholder may coincide or differ.

Contactless Transaction means a Card transaction made by moving the Card across the Terminal without inserting the Card into the Terminal.

Customer means the legal or natural person who has concluded the Agreement with the Bank, has an Account with the Bank and whose Account the Card is connected to.

International Card Organisation means MasterCard International, Maestro International Service Association or any other payment card organisation accepted and made available by the Bank.

Limit means the maximum amount of funds in euros and in applicable cases the number of Operations permitted to be performed per specified period set for the Card.

Merchant means any service provider or entity authorised to accept Card Operations for goods or services provided.

Operation means the use of the Card for accessing, through the Terminal, the funds available in the Customer's Account for the purpose of cash withdrawal, payment for goods or services, deposits of cash into the Account, receipt of information or other operations related to the Card.

Payment Conditions are the Standard terms and conditions for provision of payment services which constitute the annex to the Agreement.

Personalised Security Element means a PIN, Security Code, password or any other personalised security element agreed between the Parties or accepted by the Bank for the identification of the Customer or Cardholder.

PIN code or PIN means a secret personal password issued to the Cardholder by the Bank, according to which the Bank identifies the Cardholder. The PIN must be regarded as the signature of the Cardholder in the performance of Operations.

Security Code means a security measure ensuring additional identification of the Cardholder when the Cardholder is paying on websites displaying the "MasterCard SecureCode" sign.

Terminal is an ATM, a payment terminal or another system (including an internet environment) complying with the requirements of the Bank and the International Card Organisation allowing the Cardholder to perform Operations.

The other definitions used in the Card Conditions have the same meaning as set out in the General Conditions and in the Payment Conditions.

1.3. With the Agreement, the Customer specifies the Cardholder and authorises the Cardholder to use Available Funds by means of the Card and perform the Operations on the conditions stipulated in the Agreement. The Customer must immediately after the conclusion of the Agreement make the Cardholder familiar with the Agreement (including all the annexes to it), the General Conditions and the Principles for Processing Personal Data, must secure the Cardholder's compliance with the provisions and is fully responsible for ensuring that the Cardholder knows and complies with the Agreement. The Bank may require the Cardholder to submit the additional statement or to submit the information and documents required by the Bank.

1.4. The Customer and the Cardholder and the Operations must comply with the provisions of the Agreement (incl. the Payment Conditions), the General Conditions and the legislation applicable at the Place of Service. In the event of non-compliance, the Bank may refuse to issue or renew the Card or suspend the performance of the Operation.

1.5. The Bank is entitled to offer additional Card-related services and benefits to the Cardholder provided by Bank or a Third Person. The Bank is not liable for any such additional services or benefits provided by a Third Person. The Bank may also terminate the additional services and benefits without prior consent of the Customer or Cardholder at any time. The Bank may establish service fees in the Price List applicable to all such services and benefits provided by Bank or through the Bank. The information about additional services and benefits is available on the Bank's website or at the Bank's place of Service.

1.6. The use of the Card-related services and benefits is optional. In case the Cardholder wishes to use any of them, the Cardholder must review the terms and conditions of the respective service before using it. By using the service, the Customer and the Cardholder are deemed to be familiar with the terms and conditions of the respective service and the Customer's consent given to them.

1.7. The Bank may involve Third Persons in the performance of the Agreement and Operations related to the Card (such as other credit institutions, International Card Organisations, UAB First Data, Nets Estonia AS, etc.), whereas the Bank is not liable for any acts or omissions of such Third Persons.

2. CONCLUSION OF THE AGREEMENT

2.1. The Agreement shall be concluded at the Bank's place of Service or through electronic channels acceptable to the Bank. If the Agreement is to be concluded at the Bank's place of Service, each Party will be provided with a separate copy and all copies have the same legal effect.

2.2. The Agreement shall come into force after the Parties have agreed to its terms and conditions by signing the title page(s) of the Agreement (which include(s) data on the Parties, the Special terms and conditions of the Agreement and confirmations of the Customer).

2.3. The Bank shall start providing the services according to the Agreement and the Card may be used after the Card has been activated according to the Agreement and all other preconditions deriving from the Agreement or the General Conditions are met by the Customer and the Cardholder (e.g. all required Cardholder's consents, statements and documents have been submitted to the Bank).

3. ISSUE, VALIDITY AND RENEWAL OF THE CARD

3.1. When issuing the Card, the Bank must provide the Customer with the Card and PIN code. The PIN is delivered in a separate envelope, which may not be opened or damaged. The Customer undertakes not to use the Card issued in the name of the Cardholder and is responsible for the delivery of the Card and unopened PIN envelope to the Cardholder.

3.2. The Card must be issued to the Customer at the Bank's place of Service or may be sent to the Customer by letter to the address specified by the Customer.

3.3. Only inactive Cards are sent by letter. The Card and the PIN are sent separately and may be posted on different days.

3.4. Upon receipt of the Card and its PIN sent by letter, the Customer must ensure that neither the Card envelope nor the PIN envelope has been opened or damaged, and the Customer must activate the Card

in Danske eBank or at the Bank's place of Service or in another way accepted by the Bank. The Customer must not activate the Card if either envelope has been opened or damaged and must inform the Bank hereof immediately.

3.5. If the Customer has not received the Card and/or the PIN sent by letter within 10 (ten) business days after the ordering of the Card, the Customer must inform the Bank immediately.

3.6. If the Customer gives the above-mentioned information to the Bank, does not receive a Card or a renewed Card from the Bank within a period of 90 days or does not activate the Card within the same period from the sending of the Card and PIN by letter or other preconditions for using of the Card are not met within the same period, the Bank may close the Card. In the latter cases, the Bank is entitled to retain the Card issuance or renewal fee according to the Price List.

3.7. The Card must remain valid and effective up until and including the last day of the month indicated on the Card, except in the cases when the validity of the Card is suspended or terminated due to the circumstances specified in the Agreement or the General Conditions.

3.8. Upon expiry of the validity of Card, the Bank may issue a new Card to the Cardholder provided that the Customer and Cardholder fulfil the requirements established by the Bank. The Bank notifies the Customer about the time and place of receipt of the new Card and debits the fee specified in the Price List for Card renewal from the Account.

3.9. If the Customer does not want a new Card, the Customer must inform the Bank thereof 30 (thirty) days before the Card expires.

3.10. If the new Card is issued, regardless of the circumstances it is needed even in case of replacement of the Card during its validity period, the new Agreement must be concluded between the Bank and the Customer.

4. CARD SECURITY MEASURES

4.1. The Card is personal and bears the first name, surname and signature of the Cardholder. Only the Cardholder is entitled to use the Card and perform any Operations with it.

4.2. The Card may not be handed over to any Third Person (including family members), except to the Merchant for the duration of the performance of an Operation in case this is necessary, and the Card must be visible to Cardholder all the time.

4.3. The Personalised Security Elements and any data of the Card may not be recorded on any carrying media (e.g. the Card) or be disclosed to any Third Person (including the Customer, if the Customer is not the Cardholder, or a family member).

4.4. The Customer must ensure that the Cardholder:

4.4.1. signs the Card by hand upon receipt of the Card;

4.4.2. uses the Card only in compliance with the Agreement;

4.4.3. protects the Card with utmost care in order to ensure its security, Card data and Personalised Security Elements and makes every reasonable effort to prevent the Card, Card data and Personalised Security Elements from falling into the hands of a Third Person;

4.4.4. memorises the PIN and destroys the PIN on paper provided by the Bank;

4.4.5. changes the Personalised Security Elements from time to time and changes the Personalised Security Elements immediately if the Bank has informed the Customer or the Cardholder that the latter needs to be changed;

4.4.6. complies, when performing Operations, with the instructions given by or written on the Terminal or given by Bank;

4.4.7. keeps the Card away from high temperatures, mechanical damage and strong electromagnetic waves;

4.4.8. does not alter the Card or makes copies of it.

4.5. The Bank has the right to:

4.5.1. refuse the performance of an Operation if the Personalised Security Element has been used incorrectly or if the Bank is in doubt about the authenticity of the identity of the Cardholder or the consent of the Cardholder;

4.5.2. close and withdraw the Card in case the Personalised Security Element (e.g. the PIN) has been entered incorrectly three consecutive times;

4.5.3. close or block the card for objectively justified reasons related to the security of the Card;

4.5.4. require the Merchant to prohibit the use of the card or confiscate the Card.

4.6. For security reasons, the Merchant has the right to refuse to accept the Card or keep the Card (including if any Personalised Security Element has been used incorrectly or the Merchant is in doubt about the authenticity of the identity of the Cardholder).

4.7. The Customer and/or the Cardholder is obliged to notify the Bank immediately of any unauthorised, wrong or unlawful use of the Card and if a risk exists that the Card might be used by Third Persons or by any other means against his or her will, including a risk of loss or theft of the Card or Personalised Security Element, or if they believe that the Personalised Security Elements has or may be disclosed to a Third Person or there are other circumstances which may affect the security of the use of the Card. The Customer and Cardholder can notify the Bank 24/7 (e.g. the Bank's information line, Danske eBank etc.) of the latter. If the Bank receives the above-mentioned notice, the Bank must employ all reasonable and available measures to prevent further use of the Card (e.g. block the Card).

4.8. Should the Card be found after the submission of the report in accordance with the terms above, the Card must normally not be used anymore and must be closed.

4.9. If the Cardholder leaves the Card in a Terminal, the Card must be deemed to be lost. The Cardholder should inform the Bank about it immediately. The Card must be closed subsequently and will be not returned to the Cardholder or to Customer.

4.10. The Cardholder must not use an invalid or closed Card or a Card that has otherwise become unfit for use and must return such Card to the Bank immediately.

4.11. In addition to the security and diligence requirements established in the Agreement, the Customer and Cardholder must read the additional instructions of the Bank on how to keep the Card, Card data and Personalised Security Elements secure before using the Card. The additional instructions are available at the Bank's Place of Service and on the Bank's website.

5. USE OF THE CARD

5.1. The Card is linked to the Account and allows the Cardholder to perform Operations with the Available Funds of the Customer to the extent of the Limits set out in the Agreement.

5.2. The Card may be used only in Terminals that bear the logo of the Card and if the Card is accepted by Merchant.

5.3. The Card may be used for the Operations agreed with the Agreement and/or allowed by the Bank's, e.g. payment for goods or services, withdrawal or deposit of cash or Payment transactions in Terminals, retrieval of information about the Account and performance of other Operations allowed by the Bank.

5.4. The Cardholder may not use the Card upon expiry of its term, if the Card is closed or blocked, upon the lack of Available Funds in the Account to carry out an Operation or if the Limits are exceeded.

5.5. If a fee is payable for the Operation, the amount of the fee may be taken into account prior to the performance of the Operation. If the Available Funds are insufficient to cover the Operation and the fee, such Operation may not be performed.

5.6. The Cardholder may not use the Card for illegal purposes, incl. the purchase of such goods and services which are prohibited by the legislation applicable at the Place of Service or in a manner which may cause harm to the Bank or a Third Person.

5.7. The Operation performed with the Card is binding on the Customer, if the Cardholder has given his or her consent to it, i.e. has authorised the Operation. The following activities are deemed to serve as authorisation of an Operation:

5.7.1. signing of the sales receipt;

5.7.2. entering of a PIN;

5.7.3. entering of the data of the Card, Security Code or another appropriate Personalised Security Element on the website of the Merchant in the space designated for that purpose in case of Operations involving online shopping (paying on the Internet);

5.7.4. for an Operation with pre-authorisation, forwarding of the data of the Card to the Merchant;

5.7.5. use of the Card to make a Contactless Transaction or another similar payment;

5.7.6. giving of consent for the performance of an Operation in any other manner agreed with the Bank or acceptable to the Bank.

5.8. Upon request from a Merchant, the Cardholder must submit a personal identification document and agree that the data of the identity document are noted.

5.9. Before authorising the Operation, the Cardholder must carefully check the entries on the document (such as the first name and surname of the Cardholder, Card number, expiry date and the CVC2 code of the Card, the data of Operation, the amount and currency of the payment, the data of the Merchant, etc.).

5.10. When presenting Card data on websites displaying the "MasterCard SecureCode" sign, the Cardholder must also enter the Security Code or go through an additional cardholder identification process via Danske eBank. The Bank uses the mentioned security

solution (one-time Security Code or identification via Danske eBank) to ensure secure performance of online (Internet) shopping Operations. The detailed description of the latter is available on the Bank's website.

5.11. The Cardholder must keep the documents providing evidence of the Operations performed using the Card until the Operations performed are verified on the Account statement and the Cardholder is convinced the Operations have been performed properly.

5.12. The Bank has a right to assume that any and all Operations performed using the Card have been performed by the Cardholder.

5.13. If Operations have been performed using the Card and they differ from the normal use of the Card, the Bank is entitled to contact the Customer or the Cardholder in order to verify the correctness of performed Operations.

5.14. The Bank undertakes to:

5.14.1. render to the Customer Card Services as they are defined in the legislation applicable at the Place of Service pursuant to the Agreement;

5.14.2. execute Operations in compliance with the Agreement (incl. the Payment Conditions) and the General Conditions;

5.15. The Bank is entitled to refuse to perform the Operation if the Operation does not comply with the legislation applicable at the Place of Service or the terms of the Agreement (incl. the Payment Conditions), the General Conditions or other requirements of the Bank. For instance, if:

5.15.1. the Account is blocked or impound;

5.15.2. the Card is blocked or closed;

5.15.3. the Operation exceeds the applicable Limits or Available Funds (in euros) for fulfilling the Operation and payment of fees for the Operation;

5.15.4. the PIN or any Personalised Security Element has been incorrectly used;

5.15.5. the Bank has doubts concerning the identity or consent of the Cardholder.

5.16. The Bank has the right to restrict Card Operations. The list of restrictions is available on the Bank's website and in Danske eBank.

5.17. The Customer willing to perform restricted Operations can order an exception from the application of this/these rule(s) by contacting the Bank. The Bank has a right not to suspend the restrictions.

5.18. The Bank is entitled to suspend the use of the Card on a temporary basis due to significant reasons (technical/preventive conditions, software replacement, etc.).

5.19. The Bank must inform the Customer of Operations on an Account statement that can be obtained at the Bank's place of Service or in Danske eBank or another manner agreed between the Parties.

5.20. The Customer must at least once (1 time) a month carefully check the Account statement of the past month and check the Card Operations listed in the statement. If the Customer refuses to check the Account statement, this must shall not release the Customer from liabilities assumed under the Agreement (incl. the Payment Conditions). Having noticed any inaccuracies in the Account statement, the Customer must inform the Bank thereof on the terms specified in the Account Conditions or Payment Conditions.

6. LIMITS

6.1. The Cardholder has a right to use the Card for the Operations to the extent of the Limits.

6.2. The Limits on the Operations performed using the Card are set out in the Agreement. If the Limits are not set out in the Agreement, the default limits of the Bank apply. The default limits are defined in Price List.

6.3. The Bank reserves the right to determine the minimum and maximum Limits.

6.4. The Customer may apply for changes in the Limits pursuant to the procedures established by the Bank during the validity period of the Card. If the Limits are changed, the changed Limits must be regarded as amended on the basis of the Agreement. All the terms and conditions set out in the Agreement must be applicable to the changed Limits.

6.5. The Bank is entitled to refuse to change the Limits without stating the reasons.

6.6. The Bank has the right to unilaterally change (e.g. reduce) the Limits without preparing an annex for the amendment of the Agreement. The Bank must notify the Customer of the changes of the Limits at least 2 (two) months in advance.

6.7. If the Cardholder exceeds the Limits, the Bank has a right not to perform the Operations.

7. FEES PAYABLE

7.1. The Customer must pay the fees set out in the Price List to the Bank for the use of the Card, the Operations performed using the Card and services provided by the Bank, in favour of the Bank or through the Bank.

7.2. All and any fees under the Agreement may be debited from the Account or other Customer accounts with the Bank even if the debited amount exceeds the Available Funds in the Account pursuant to the Agreement, the Account Conditions or the Price List. The monthly fees must be debited once a month for the current month.

7.3. The Bank may charge the fees for the services provided under the Agreement even if the Card is blocked.

7.4. The Bank must charge fees, interest or default interest, fines or penalties (as these may be established by the Bank) for any incorrect use of the Card and for exceeding the Limits or Available Funds at the rate specified in the Price List or in the appropriate Service agreement.

8. PAYMENT OBLIGATIONS

8.1. The Customer is liable for all the Operations performed and liabilities undertaken by using the Card, data of the Card or Personalised Security Elements. The Cardholder's orders for Operations issued to the Bank have the same legal effect as those of the Customer.

8.2. The Bank may debit from the Account all sums, including Operation amounts, debts, fees, default interest, penalties and fines specified in the Price List, and any other claims towards the Customer, arising from the use of Card, including from any use of the Card contrary to the conditions of the Agreement, unless otherwise specified in the Agreement or in the General conditions.

8.3. If the Cardholder performs an Operation exceeding the Available Funds or the Limits, the Customer must pay all the liabilities arising from such Operation to the Bank immediately.

8.4. The Bank shall normally debit the amounts of Operations and fees payable from the Account on the date the Operations are received by the Bank. The Bank may debit the latter amounts from the Account also on a date set by the Bank, which is different from the date set out above.

8.5. The Customer must ensure sufficient amounts in the Account in the agreed currency for paying for the Operations and services, including the fees payable. If there are no sufficient amounts in the Account, the Bank is entitled to debit the relevant amount from any account with the Bank belonging to the Customer or deduct it from amounts received by the Customer also after termination of the Agreement.

8.6. Having submitted a Payment order to the Bank, the Customer and the Cardholder must not dispose of and use the amount of funds necessary to carry out the payment order and cover the Bank's fees for this Payment transaction. The corresponding amount of the Operation must be reserved in the Account until the funds are deducted. Bank deducts the final amount of Operation, upon receipt of the confirmation of Operation, from the Account. If the amount of the Operation is higher than the initial reservation of funds, the Bank may debit the final amount of the Operation specified in the confirmation of the Operation from the Account. The Bank must revoke the reservation of funds if the Bank receives no confirmation of the Operation within a period of 15 (fifteen) calendar days as from the date of the reservation of funds.

8.7. In case the Operations are allowed to be performed without checking the Available Funds or Limits, these funds must not be subject to reservation in the Account. However, the Customer and the Cardholder are subject to all the restrictions specified above on the disposal and use of these funds, and if the Available Funds or Limits are exceeded when the Account is debited, the Customer must pay the amount exceeded to the Bank immediately.

8.8. When an Operation is performed using the Card abroad or in a foreign currency, the claims arising from such Operation must be sent to the Bank by the International Card Organisation in euros or converted into euros. Any and all conversions made by an International Card Organisation are subject to the exchange rate established by the International Card Organisation (information about the Operation exchange rates imposed by MasterCard International is available on the website <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html>). The changes in the exchange rates used by the International Card Organisation must apply immediately without any prior announcement to the Customer. The Bank debits the final amount in euros to the Account. The fee may be added to the

Operations made abroad or in foreign currency. The exchange rate used to convert the payment amount is indicated in an account statement.

9. BLOCKING AND CLOSING THE CARD

9.1. The Customer and the Cardholder may at any time demand that the Bank block the Card. If the Customer and the Cardholder have any doubts as to the security of the use of the Card or they wish to refuse the use of the Card or to restrict its use for whatever reason, the Cardholder and Customer are obliged to inform the Bank and block the Card.

9.2. The Bank may block the Card:

9.2.1. if the grounds for blocking arise from the Agreement (including the Payment Conditions), the General conditions or the legislation applicable at the Place of Service;

9.2.2. if the Customer or Cardholder does not perform obligations arising from the Agreement;

9.2.3. if the Customer fails to repay any debt arising from any other agreement concluded with the Bank on the due date;

9.2.4. if the Bank becomes aware of a fact pursuant to which it may reasonably conclude that the Card is being used or may be used against the will of the Customer or Cardholder or suspect the fraudulent use of Card;

9.2.5. if, in the case of a Card with a credit limit, a significantly increased risk exists that the Customer may lack the funds to fulfil the liability to pay;

9.2.6. if the Cardholder has not used the Card for at least 6 (six) consecutive months.

9.3. If the Card is blocked, the Bank must, if possible, notify the Cardholder or Customer before blocking the Card or promptly after blocking the Card. The Bank is not under any obligation to make a notification if it conflicts with objectively based security considerations or if the forwarding of this information is not permissible for another reason under the legislation applicable at the Place of Service.

9.4. The Bank must replace the blocked Card with new one within 10 (ten) calendar days as from the date of the receipt of the application from the Customer.

9.5. The Bank must close the Card if:

9.5.1. the Card have been blocked for at least 3 (three) consecutive months;

9.5.2. the grounds for closing the Card arise from the Agreement (including the Payment Conditions), the General conditions or the legislation applicable at the Place of Service;

9.5.3. the Agreement is terminated or considered terminated.

9.6. A Card once closed will never be reactivated or returned to the Customer or the Cardholder. The closing of the Card terminates the Agreement.

9.7. Upon the closing or expiry of the Card, the Card must be returned by the Customer or the Cardholder to the Bank.

10. LIABILITY

10.1. The Bank is liable for Operations performed against the intention of the Cardholder, unless otherwise specified by the legislation applicable at the Place of Service, e.g. in case the Customer or Cardholder bears the risk of theft or loss of the Card or PIN or other Personalised Security Elements or intentionally or due to gross negligence fails to fulfil an obligation under the Agreement.

10.2. The Bank shall not be liable for:

10.2.1. the actions or omissions of any Third Person (including the Merchant, International Card Organisations, correspondent banks, etc.), including malfunctioning of communication lines, if this is the reason for non-execution or incorrect execution of an Operation;

10.2.2. Third Persons involved in the performance of an Operation, goods or services that are paid for using the Card as well as cases of refusal to service the Card upon performance of an Operation;

10.2.3. damages if the Bank has suspended or blocked the use of the Card relying on an incorrect report;

10.2.4. for any other reasons which do not depend on the Bank and are beyond the Bank's control, or if the Operations or services were rejected, suspended or terminated in the cases established in the Payment Conditions.

10.3. The Customer bears full liability for the use of the Card as well as for non-performance or inappropriate performance of the Agreement. The Customer is liable to the Bank for the acts or omissions of the Cardholder and for any Operations performed by the Cardholder.

10.4. The Customer must notify the Bank of any unauthorised Operations or errors in the execution of an Operation immediately after becoming aware of it pursuant to the Payment Conditions and not later than within the term specified in the Payment Conditions.

10.5. The Consumer is liable for any loss caused to the Consumer by an unauthorised payment until such time as the Bank has received a relevant notice from the Customer in accordance with the Payment Conditions, but not for more than the amount of the retention limit. Business Customers are liable for the loss to the full extent and at any time.

10.6. The retention limit is the limit of liability of the Consumer set out in the legislation applicable at the Place of Service. According to the current legislation, the limit of liability is EUR 150 (one hundred and fifty), and if the legislation applicable at the Place of Service is amended, the retention limit must be change according to the legislation applicable.

10.7. The retention limit is not applied if the Cardholder or Customer has deliberately violated or failed to fulfil the obligations set out in the Agreement or in the event of fraud by the Cardholder or Customer in which case the Customer is liable for the full loss caused.

10.8. The Consumer has a right to require from Bank a refund of an executed payment initiated and authorised by or through the Merchant within the full transferred amount, if the Consumer submits a claim for a refund to the Bank within 8 (eight) weeks from the date of debiting of the payment amount from the Account on the condition that the exact payment amount was not determined during the authorisation of the Operation and the transferred amount of money exceeds the sum, which the Customer or the Cardholder would have expected considering the conditions of the agreement, previous payment amounts and other circumstances. The mentioned circumstances must be proved by the Customer or Cardholder. The Consumer has no right to a refund if the Consumer has given its consent to the Bank for the execution of the Payment transaction or if the Customer or the Cardholder has been notified of the future payment transaction at least 4 (four) weeks before the execution of the Payment transaction. The present clause does not apply to Business Customers.

11. AMENDMENT TO THE AGREEMENT

11.1. The Bank is entitled unilaterally without any agreement between the Parties to change the Card Conditions, the Payment Conditions and Price List according to the procedure established by and notifying the Customer within the term specified in the Payment Conditions and the General Conditions.

11.2. If the Customer does not agree with the changes, the Customer is entitled to cancel the Agreement by notifying the Bank immediately or before the respective changes take effect pursuant to the General Conditions and fulfilling all the Customer's obligations arising from the Agreement.

11.3. If the Customer does not exercise the right to cancel the Agreement, the Customer will be deemed as having accepted the changes made and declared that the Customer has no subsequent claims against the Bank in respect of the changes to the Agreement, the Price List or the Payment Conditions.

12. TERMINATION OF THE AGREEMENT

12.1. The Agreement is entered into for an indefinite period.

12.2. The Agreement must be considered terminated without notice if:

12.2.1. the Card has expired or been closed under any circumstances or on grounds arising from the Agreement;

12.2.2. the Customer has not picked up the Card or activated the Card within the term specified in the Agreement;

12.2.3. the Bank has been notified of the death of the Cardholder or a Customer who is a natural person; or

12.2.4. the Account agreement entered into between the Bank and the Customer has terminated.

12.3. The Bank is entitled to cancel the Agreement unilaterally and immediately without any advance notification in the case of fundamental non-performance by the Customer or Cardholder of any contractual obligation arising from the Agreement or from any other agreement concluded between the Parties, or from General Conditions or in cases specified in the General Conditions or in cases specified in the legislation applicable at the Place of Service.

12.4. The Bank may cancel the Agreement ordinarily, irrespective of the reason, by notifying the Consumer of the termination at least 2 (two) months or 60 (sixty) days in advance (depending on which period

is longer] and the Business Customer at least 1 (one) month or 30 (thirty) days in advance (depending on which period is longer) in the manner set out in the General Conditions.

12.5. In case of termination of the Agreement, all services related to the Card are terminated automatically without notice.

12.6. The Customer may cancel the Agreement at any time by notifying the Bank at least 5 (five) days in advance in the manner set out in the General Conditions and by full performance of all obligations deriving from the Agreement on or before the last day of validity of the Agreement.

12.7. If information about the Customer's Operations executed during the validity period of the Agreement is received by the Bank from a Third Person after the termination of the Agreement, the Customer must pay all debt arising from such Operations within the period and on the terms stipulated by the Bank.

12.8. In case of termination of the Agreement, the Card must be closed immediately.

13. FINAL PROVISIONS

13.1. The Agreement concluded using electronic channels acceptable to the Bank (e.g. via Danske eBank) as well as all the amendments thereto and/or any notices provided by any Party using electronic channels acceptable to the Bank (e.g. via Danske eBank) shall have the same legal effect as the Agreements concluded at the Bank's place of Service and/or handed over personally.

13.2. The Customer is aware and agrees that the Bank processes its personal data according to the principles set out in the Principles for Processing Customer Data. The Bank has a right to request the personal data of the Customer from public resources, operators of state or local government databases, the Third Persons related to the performance of the Agreement and Card Operations or additional Card-related services.

13.3. The Bank is entitled to disclose Agreement-related information concerning the Agreement, the Customer and Cardholder, including personal data of the Customer and Cardholder, and the Operations to Third Persons involved in the performance of the Operations or provision of additional Card-related services or benefits or whose right to receive the information arises from the General Conditions, the Principles of Processing Customer Data or the legislation applicable at the Place of Service.

13.4. The Customer is not entitled to disclose the provisions of the Agreement and any other related information, except the Card Conditions and the Payment Conditions, to Third Persons unless otherwise set out in the legislation applicable at the Place of Service. The Customer is not entitled to assign its rights and obligations deriving from the Agreement to any Third Person.

13.5. The General Conditions and the legislation applicable at the Place of Service apply to issues not regulated by the Agreement.

13.6. If the General Conditions are in conflict with the Agreement, the Agreement prevails. If the Card Conditions are in conflict with the Special terms and conditions of the Agreement, the Special terms and conditions of the Agreement prevail. If the Card Conditions are in conflict with the Payment Conditions, the Card Conditions prevail.

13.7. All disputes arising out of Agreement shall be settled according to the General Conditions.

13.8. The Agreement shall be governed by and construed in accordance with law of the Place of Service.

14. SPECIAL CONDITIONS APPLICABLE TO THE PLACE OF SERVICE ALONE

14.1. The following special conditions apply to the services in Lithuania:

14.1.1. For customers of Danske Bank A/S Lithuania branch who concluded the Special part of the Bank account agreement with Danske Bank A/S Lithuania branch regarding the relevant Card prior to 30 June 2017, these Standard terms and conditions of the Agreement will apply. In this case, the Standard terms and conditions of the Agreement with references to the Special terms and conditions of the Agreement must be construed as references to the relevant Special part of the Bank account agreement.