

STANDARD TERMS AND CONDITIONS OF THE ELECTRONIC SERVICES AGREEMENT

Applicable at Danske Bank A/S Lithuania branch from 4 May 2020

1. GENERAL PROVISIONS

1.1. These Standard terms and conditions of the Electronic Services Agreement establish the rights and obligations of the Bank and the Customer arising from the provision of the Bank's services to the Customer via Danske eBank.

1.2. Definitions used for the purposes of this document:

Agreement means the Electronic Services Agreement, which contains the Special terms and conditions and the Standard terms and conditions. All amendments and annexes (including Applications to amend the Special terms and conditions of the Electronic Services Agreement), if any, to the Agreement constitute an inseparable part of the Agreement. The General Conditions and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

Danske eBank means the internet banking service of the Bank which provides access to customers to financing services information and other services of the Bank.

Electronic Services means the Bank's services provided via Danske eBank.

Electronic Signature means an electronic signature/seal that is created by a qualified electronic signature creation device, issued by a certification services provider, meeting the requirements set by a competent institution, acceptable to the Bank.

General Conditions means the General terms and conditions of the Bank, which set out the general principles and the procedure for communicating with and serving customers as well as the general terms and conditions for conducting transactions between the Bank and the customers.

Operation means any transaction, order, notification or other action which the Bank allows the Customer to perform via Danske eBank, including filling in, confirmation and/or submission of KYC (*know your customer*) related questionnaires, other documents and information, etc.

PIN Generator means the identification/authorisation device issued by the Bank, which generates unique password combinations by using a special algorithm.

Security Elements means the identification/authorisation measures acceptable to the Bank (e.g. User ID, PIN Generator, Electronic Signature etc.) allowing identification of the User and confirmation of the Operations.

User means the natural person specified by the Customer in the Special terms and conditions of the Agreement or otherwise agreed by the Customer and the Bank who is authorised to perform Operations via Danske eBank in the name of the Customer. The Customer and the User may coincide or differ.

User ID means a User identification code assigned by the Bank.

Other terms used in these Standard terms and conditions have the same meaning as set out in the General Conditions.

2. CONCLUSION OF THE AGREEMENT

2.1. The Agreement must be concluded at the Bank's place of Service or via 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 of the Agreement and all copies will 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 of the front page(s) of the Agreement (including details of the Parties, the Special terms and conditions of the Agreement and confirmations of the Customer).

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. TECHNICAL AND SECURITY REQUIREMENTS

3.1.1. In order to use the Electronic Services, the Customer's means of communication and their connections must meet the technical requirements established by the Bank. These technical requirements are available to the Customer on the Bank's website.

3.1.2. The Customer must use Danske eBank on a computer with Internet connection and a browser which enables log-in to Danske eBank (the browser version is checked during log-in, so if the version is outdated, the Customer may receive warning messages or logging in to Danske eBank may be banned).

3.1.3. Prior to starting to use Danske eBank for the first time and every time the Bank requests so, the Customer must familiarise himself/herself with the advices on secure use of Danske eBank published on the Bank's website, and must take all actions recommended therein.

3.1.4. The Customer must ensure that the hardware and software used will not damage, modify or otherwise disrupt the information and computer systems of the Bank and will not cause damage or harm to the Bank, the Bank's customers or third parties, and that no other actions not authorised by the Bank are taken.

3.1.5. The Customer must inform the Bank of any unauthorised or incorrectly executed Operation immediately after becoming aware of it.

3.1.6. The Bank is entitled to block the use of Danske eBank, without being liable for any loss that the Customer may suffer from it, in the following cases:

3.1.6.1. If the User enters a wrong password from the PIN Generator multiple times;

3.1.6.2. If the User has not logged in to Danske eBank for 400 (four hundred) consecutive days;

3.1.6.3. If the Customer has submitted a request to the Bank to stop the use of the Electronic Services;

3.1.6.4. If the User has committed a breach of the Security Elements Agreement concluded with the Bank;

3.1.6.5. If the Bank is in doubt about the authenticity of the User, or suspects that the Security Elements or Electronic Services are used without the Customer's/User's consent or fraudulently;

3.1.6.6. For other reasons specified in the General Conditions and agreements concluded with the User and/or the Customer.

3.1.7. In the events specified in clause 3.1.6, the Bank shall inform, if possible, the Customer about the blocking of the Electronic Services or of the non-execution of an Operation and the reasons for this before or immediately after the blocking or non-execution of the Operation. The Bank does not have to inform the Customer if the submission of such information is in conflict with an objectively justified security reasons or if it is prohibited due to other reasons provided by law.

3.1.8. The Bank is entitled unilaterally to change the functionality of Danske eBank, modify, add and remove the Electronic Services.

3.2. RELATIONSHIP BETWEEN THE CUSTOMER AND THE USER

3.2.1. The Customer may specify one or more Users who can use the Electronic Services and execute the Operations in the name of the Customer. The Bank has no obligation to check the internal relationship between the Customer and the User.

3.2.2. By signing the Agreement, the Customer authorises the User(s) to execute the Operations in the Customer's name. Any changes in the relationship between the Customer and the User (e.g. expiry of the employment relationship etc.) shall not affect the validity of the Agreement and the User's rights to execute the Operations, i.e. as long as the Agreement and/or respective Security Elements Agreement is valid or the Customer has not revoked the User's rights by informing the Bank, the User will be entitled to execute the Operations in the Customer's name.

3.2.3. The terms and conditions of the Agreement are binding on both the Customer and the User. The Customer must inform the User of the terms and conditions of the Agreement (e.g. about amendments to and expiry of the Agreement and/or User rights to execute Operations etc.) as well as of the General Conditions, the instructions on use of the respective Electronic Services and must specify that, as regards any further information about the use of the Electronic Services, the User can contact the Bank.

3.2.4. Any breach of the terms and conditions of the Agreement by the User will be considered to have been committed by the Customer (when the Customer and the User are two different persons). The Customer has no right to invoke the fact that the Agreement has been breached by the User and not by the Customer or that the User has not been informed of the terms and conditions of the Agreement.

3.2.5. The Customer may grant different rights to every User to the extent determined by the Bank, including the right to execute various Operations, establish Users' confirmation levels etc.

3.2.6. The Customer may assign to the User the following management rights of Danske eBank:

3.2.6.1. Entering Operations;

3.2.6.2. Approving Operations with confirmation level A (the Operation is submitted to the Bank for processing upon approval by the required Users with the right of confirmation level A);

3.2.6.3. Approving Operations with confirmation level E (the Operation is submitted to the Users with the right of confirmation level A upon approval by the required Users with the right of confirmation level E);

3.2.6.4. Entering Operations with confirmation level N (the Operation is submitted to the User with the right of confirmation level E or, if there is no such level, then to the User with the right of confirmation level A).

3.2.6.5. Change the services received by the User/Users via Danske eBank;

3.2.7. The Customer may also assign to the User the right to view information of Credit servicing account.

3.3. EXECUTION OF OPERATIONS

3.3.1. The User must have the Security Elements as the prerequisite for the execution of the Operations.

3.3.2. The Bank will perform identification of the User by means of the Security Elements and the procedure established by the Bank.

3.3.3. The User must confirm or authorise the Operations by means of the Security Elements or other methods accepted by the Bank (e.g. by clicking the button in Danske eBank etc.).

3.3.4. The Bank is entitled to assume that all Operations confirmed using the required Security Elements have been confirmed personally by the User to whom the respective Security Elements were issued.

3.3.5. Executing Operations via Danske eBank:

3.3.5.1. To use Danske eBank, the Customer must connect to the Danske eBank system on the Bank's website;

3.3.5.2. The Customer must familiarize himself/herself with the guidelines on secure use of Danske eBank published on the Bank's website and must take all actions recommended therein;

3.3.5.3. To execute an Operation via Danske eBank, the User sends and, at the Bank's request, confirms the Operation in accordance with the procedure established by the Bank, and the Operation will then be deemed to have been authorised by the Customer.

3.3.6. The Customer must complete any forms presented by the Bank correctly and comply with the Bank's instructions when placing Operations or taking other actions via the Danske eBank.

3.3.7. The Bank must take into consideration that the Customer's identity has been established and an Operation has been duly authorised, if appropriate Security Elements were used by the User to log in to Danske eBank. Where, at the Bank's request, the Operations must be confirmed by the Security Elements separately, such Operations must be deemed to have been duly authorised if confirmed by using the appropriate Security Elements. The Parties agree that a confirmation/signature made by using the Security Elements has the same legal effect as a signature in written documents and must be admissible as evidence in a court.

3.3.8. The Bank undertakes:

3.3.8.1. To execute the Operations in accordance with the procedure and time limits established by the Bank;

3.3.8.2. To stop the execution of Operations if required by the Customer/User and if it is technically possible.

3.3.9. The Bank is entitled not to execute the Operation if:

3.3.9.1. The data required for executing the Operation are incorrect or insufficient;

3.3.9.2. The Bank cannot contact the Customer or the User to check the Operation;

3.3.9.3. For other reasons specified in the General Conditions of the Bank and agreements concluded with the User and/or Customer.

3.3.10. The Customer must inform the Bank in writing or in another form acceptable to the Bank of any errors or disturbances impeding the execution of the Operation.

3.3.11. The Bank has the right to record all communications sessions held via Danske eBank and use the recordings to prove the orders given by the Customer. The recordings must be deemed to be acceptable evidence if a dispute arises.

4. PAYABLE FEES

4.1. The Customer must pay service fees to the Bank for all Operations deriving from the Agreement and/or executed by the Bank in accordance with the Price List.

4.2. The blocking of the Customer's possibility to execute the Operations via the Danske eBank must not stop the charging of the fees for the Bank's services provided under the Agreement and must not discharge the Customer from the duty to pay such fees.

5. LIABILITY OF THE PARTIES

5.1. The Customer is responsible to the Bank for the correctness of the instructions, notices and requests as well as the data contained therein, sent to the Bank while using Danske eBank .

5.2. The Customer is liable for any actions taken while using the Electronic Services if, at the User's log-in to Danske eBank, the User/Customer was identified by correct Security Elements. The Bank's liability with respect to the identification of the User/Customer is limited to the verification of correctness of the User's Security Elements and the Bank is not obliged to verify the User's/Customer's identity by other means or methods.

5.3. The Customer is responsible to ensure that the User who confirms KYC (*know your customer*) information via Danske eBank has appropriate knowledge and internal authorisation to provide to the Bank information. In case of doubt regarding the information provided in regards of the Customer, the Bank is entitled to demand to provide and/or to appropriate confirm the relevant information by the Customer's senior management additionally.

5.4. In order to use the Electronic Services, the Customer must have the hardware, software and/or other equipment required for the use of such services and must pay the telecommunications costs related to the Electronic Services. The Bank is not to provide the Customer with such equipment and is not liable in cases where the Customer was unable to use the Electronic Services because the Customer did not have the equipment or the equipment was faulty. The Customer is responsible for the security and efficiency of its software, hardware or other equipment used in connection with Danske eBank.

5.5. The Bank does not guarantee that the Customer's software and hardware will provide support to the Electronic Services.

5.6. The Customer is not entitled to modify or repair the Electronic Services, Danske eBank and the Bank's software and must not allow a third party to do so. The Customer is responsible for the secure use of hardware, software or other equipment and must update anti-virus programs, e-mail anti-spam programs and privacy protection programs. The Customer is liable for any loss arising from a violation of the above provisions, and in such case the Bank will be released from liability and the fulfilment of its obligations under the Agreement.

5.7. Apart from executing Operations on the Customer's behalf, the Users of Danske eBank may also view information about the Customer, including KYC data and credit, leasing and other agreements concluded on the Customer's behalf and services to the Customer, unless the Customer restricts access to such information to the relevant User and the Bank has the technical capability to implement such restriction. After the Customer has appointed the Users and granted them the relevant rights, the Bank will not be responsible for any disclosure of information about Operations to the Users or Users' actions taken on behalf of the Customer in Danske eBank.

5.8. The Bank is not liable in cases where, due to failures or disruptions in electronic communications or telecommunications systems or other reasons beyond the control of the Bank, the Customer was unable to use the Electronic Services, or the information transmitted to the Bank and/or the Customer was lost or distorted.

5.9. The Customer bears full liability for the use of the Security Elements and Danske eBank 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 User and for all Operations executed by the User.

5.10. The General Conditions and the Standard terms and conditions for provision of payment services regarding liability also apply to this Agreement.

6. AMENDMENTS TO THE AGREEMENT

6.1. The Bank is entitled unilaterally to amend the Standard terms and conditions of the Agreement by notifying the Customer of any changes at least 1 (one) month prior to the entry into force of such amendments according to the procedure set out in the General Conditions.

6.2. If the Customer does not agree to the amendments, the Customer is entitled to terminate the Agreement by notifying the Bank thereof in writing or in another manner agreed in the Agreement before the respective amendments take effect and upon fulfilment of all the Customer's obligations arising from the Agreement. If the Customer does not exercise its right to terminate the Agreement, the Customer will be deemed to have accepted the amendments made and declared that the Customer has no

subsequent claims against the Bank in respect of the amendments to the Agreement.

7. EXPIRY AND TERMINATION OF THE AGREEMENT

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

7.2. The Bank may terminate the Agreement ordinarily, irrespective of reason, by notifying the Customer at least 1 (one) month in advance in the manner set out in the General Conditions.

7.3. The Bank may stop the provision of the services immediately and terminate the Agreement if the Customer/User is using Danske eBank in violation of the relevant agreements and/or terms and conditions stipulated by the Bank or intentionally performs unfair actions which damage or may damage the functioning of the Bank's information systems.

7.4. The Customer may terminate the Agreement at any time by notifying the Bank in the manner set out in the General Conditions and by performing in full all obligations under the Agreement. The Bank will terminate the Agreement immediately, but not later than within 5 (five) business days after receiving relevant request from the Customer.

7.5. When all Customer's Credit servicing accounts are closed, the Bank is entitled to terminate the Agreement unilaterally and immediately without any advance notice.

8. FINAL PROVISIONS

8.1. The Agreement concluded using electronic channels acceptable to the Bank as well as all the amendments thereto and/or any notices provided by any Party using electronic channels acceptable to the Bank will have the same legal effect as the agreements concluded at the Bank and/or notices handed over personally.

8.2. The Customer may not assign, transfer or otherwise dispose of any of its rights or obligations under the Agreement.

8.3. Any matters not covered by this Agreement are governed by the General Conditions.

8.4. All disputes arising out of the Agreement must be settled according to the General Conditions.

8.5. The Agreement is governed by and construed in accordance with the legislation applicable at the place where it is concluded.

9. SPECIAL CONDITIONS

9.1. The following special conditions additionally apply to agreements concluded with Danske Bank A/S Lithuania Branch:

9.1.1. These Standard terms and conditions of the Electronic Services agreement also apply to the Customers that have concluded the Special Part of the Bank Account Agreement concerning the use of Danske eBank or the Special terms and conditions of Danske eBank Agreement on or before 31 March, 2018. In such case, any references to the Special terms and conditions in these Standard terms and conditions of the Electronic Services agreement must be deemed to be a reference to the Special Part of the Bank Account Agreement concerning the use of Danske eBank/ the Special terms and conditions of Danske eBank Agreement. The terms and conditions of signing Operations with the first and/or second signature, contained in the Special Part of the Bank Account Agreement concerning the use of Danske eBank, must be deemed to be the terms and conditions of signing Operations with the A and/or E confirmation level.

9.1.2. These Standard terms and conditions of the Electronic Services agreement replace the Standard terms and conditions of Danske eBank agreement and the Rules for using of Danske eBank, that have been concluded with customers on or before 31 March, 2018.

9.2. The following special conditions additionally apply to agreements concluded with Danske Bank A/S Estonia Branch:

9.2.1. These Standard terms and conditions of the Electronic Services agreement also apply to the Customers that have concluded the Telebanking Services Joining Agreement on or before 31 March, 2018. In such case, any references to the Special terms and conditions in these Standard terms and conditions of the Electronic Services agreement must be deemed to be a reference to the Telebanking Services Joining Agreement.

9.3. The following special conditions additionally apply to agreements concluded with Danske Bank A/S Latvia Branch:

9.3.1. For customers of Danske Bank A/S Latvia branch who concluded the eBank Usage and Servicing Agreement these Standard terms and conditions of the Electronic Services agreement will apply and replace the terms and conditions of eBank Usage and Servicing.

9.3.2. The Users and their management rights as well as the Security Elements assigned by the Bank can be specified in the eBank User Rights Specification signed by the Bank and the Customer.