

## IRREVOCABLE TERM DEPOSIT AGREEMENT

### 1. TERMS AND CONDITIONS FOR THE USE OF IRREVOCABLE TERM DEPOSIT AND PAYMENT OF INTEREST

- 1.1. On the first day of the Deposit term specified in the Agreement, the Deposit amount shall be transferred from the Deposit service account to the Deposit account specified in the Agreement, which is intended solely for the storage of the Deposit, and the Depositor shall not have the right to manage or use the Deposit account.
- 1.2. During the term of the Agreement, the Depositor may not increase the Deposit amount in the Deposit account.
- 1.3. A Deposit Service Account is a bank or savings account opened in the name of the Depositor at the Bank for the purpose of servicing the Depositor's Deposit, i.e. for accepting and returning the Deposit amount and paying interest. The Depositor has the right to dispose of the funds in the Deposit Service Account in accordance with the bank or savings account agreement concluded between the Bank and the Depositor.
- 1.4. The Bank calculates and pays the Depositor interest on the Deposit in the Deposit Account at the rate specified in the Agreement. Interest is calculated from the first day of the Deposit term and is calculated for the entire Deposit term. No interest is calculated for the day on which the Deposit term ends. Interest is calculated according to the formula:  $\text{Deposit amount} \times \text{interest rate} / 100 / \text{actual number of days in the year (365 or 366)} \times 30$  (if interest is calculated for a partial month, the actual number of days in that month is used instead of 30). The total interest amount for the deposit term is equal to the sum of the interest for all months of the period. Depending on what is specified in the Agreement, the Bank pays interest: if it is specified that interest is paid monthly, it is paid on the last day of each month, if it is specified that interest is paid annually, it is paid on the last day of the month of each year, one year after the date of conclusion of the Agreement, if it is specified that interest is paid at the end of the Deposit term, interest is paid on the last day of the Deposit term. Interest is paid by transferring the accumulated interest amount to the Deposit service account.
- 1.5. Upon expiry of the Deposit term specified in the Agreement (if the Depositor has not requested a renewal) or upon termination of the Agreement by the Depositor in accordance with the procedure provided for therein, the Bank shall transfer the Deposit amount and accrued interest (if payable) to the Deposit service account on the last day of the Agreement.
- 1.6. No later than 60 (sixty) calendar days before the end of the Deposit term, the Depositor shall have the right to submit a request to the Bank in writing and by telephone to renew the Agreement. In such a case, the Agreement shall be renewed for the same Deposit term and for the same Deposit amount or for the amount specified in the Depositor's request if a partial withdrawal of the Deposit has been made. In the event of a renewal of the Agreement, the Bank shall apply to the Depositor the interest rates approved by the Bank and valid on the date of the renewal of the Agreement for the type and term of the Deposit. Upon renewal of the Agreement, the start date of the Deposit term shall be deemed to be the end date of the previous Deposit term. If the Depositor does not submit a request to the Bank for the renewal of the Agreement or submits a request without complying with the terms specified in this clause, the Agreement shall not be renewed and shall expire upon the expiry of the Deposit term specified in the Agreement. The number of renewals is not limited, and the Depositor must submit a request to the Bank for each renewal as provided for in this clause.
- 1.7. In the event of a renewal of the Agreement, on the expiry date of the Deposit term, the entire Deposit amount and accrued interest, if payable at the end of the term, shall be transferred to the Deposit service account and, at the end of the same day, the Deposit amount shall be transferred to the Deposit account. The Depositor must ensure that on the Deposit term end date, the entire Deposit amount is in the Deposit service account, otherwise the Agreement will not be renewed and the Agreement renewal condition specified in the Agreement will automatically cease to be valid without any separate notification to the Depositor.
- 1.8. If the terms and conditions of the Agreement concluded with the renewal clause do not comply with the terms and conditions for accepting deposits of this type (minimum Deposit amount, term, etc.) applicable at the Bank on the Deposit term renewal date, or if the Bank has discontinued accepting deposits of this type, as well as if there are insufficient funds in the Deposit service account at the time of the Agreement renewal to renew the Deposit, or if it is impossible to renew

the Deposit for other reasons beyond the Bank's control (seizure, death of the Depositor, international financial, economic, and other restrictive sanctions imposed on the Depositor, etc.), or which are due to legal requirements for the prevention of money laundering and terrorist financing (e.g. the Depositor fails to submit an updated customer knowledge questionnaire, fails to submit an updated identity document, and in other cases), the Bank shall have the right not to renew the Agreement automatically without notifying the Depositor separately.

- 1.9. **The Depositor shall not have the right to terminate the Agreement prematurely and/or withdraw part of the Deposit before the expiry of the Deposit term specified in the Agreement (including cases of Agreement renewal), except in the cases provided for in Clause 1.10 of the Agreement.**
- 1.10. A depositor who is a natural person (consumer) has the right to terminate the Agreement before the agreed term and withdraw the entire Deposit or, without terminating the Agreement, withdraw part of the Deposit in exceptional circumstances, which are announced on the [Bank's website](#) and provided as an annex to the Agreement. When withdrawing part of the Deposit, the minimum amount of this type of Deposit published on <https://www.artea.lt/en/private/saving-investment/deposits/irrevocable-term-deposit> must remain in the Deposit account. In such a case, the Depositor shall submit a request to the Bank and documents justifying the special circumstances. If the documents justifying the special circumstances are submitted to the Bank within the period specified on the Bank's website <https://www.artea.lt/en> and in the annex to the Agreement from the date of the occurrence of the special circumstances, the Bank shall pay the Depositor the interest actually accrued on the Deposit withdrawn early; otherwise, no interest shall be paid to the Depositor. The Bank shall pay the Deposit funds and accrued interest (if the conditions for their payment are met) to the Customer immediately, if possible, but no later than within 5 (five) business days from the date of submission of the request and the necessary documents. If the Depositor withdraws part of the Deposit, the interest accrued on the part of the Deposit shall be paid at the end of the Deposit term together with the interest accrued on the remaining amount of the Deposit.

## 2. OTHER TERMS AND CONDITIONS

- 2.1. The Agreement shall enter into force on the date of its signing and shall terminate on the expiry date of the Deposit term or upon early termination of the Agreement by either Party. If the entire Deposit amount specified in the Agreement is not transferred to the Deposit account on the first day of the Deposit term specified in the Agreement, the Agreement shall be deemed not to have been concluded.
- 2.2. The Agreement shall be concluded at a Bank branch or using the Bank's Internet banking service. Documents signed via the Internet banking service shall have the same legal force as those signed at a Bank branch.
- 2.3. For the services provided by the Bank, the Depositor shall pay the Bank fees (remuneration) specified in the Bank's approved *Service Price List* valid at the time of service provision, which is published on the Bank's website <https://www.artea.lt/en/private/fees> and which form an integral part of the Agreement.
- 2.4. Funds held in the Bank not exceeding EUR 100,000 or the equivalent are insured by the public institution "Deposit and Investment Insurance", as provided for in the *Law on Deposit and Investor Insurance*, except for Deposits that are not considered insured under the aforementioned law. More detailed information on Deposit insurance is provided in the annex to the Agreement – Basic Information on Deposit Protection in Force at the Bank.
- 2.5. Under this Agreement, the Depositor and the Bank agree that information about deposit insurance shall be provided to the Depositor in account statements and via the Depositor's internet banking service. If the Depositor does not use the internet banking service or has not contacted the Bank during the calendar year to request an account statement, information about deposit insurance shall be provided to the Depositor via the email address specified by the Depositor. If the Depositor does not use online banking, has not contacted the Bank to receive an account statement, and does not have (has not provided) an email address, the Parties agree that the Depositor shall be informed about deposit insurance by reading the information publicly on the Bank's website <https://www.artea.lt/en/private/saving-investment/deposits/deposit-insurance>, which, by agreement of the Parties, shall be considered an appropriate means of transmitting information.
- 2.6. The Depositor is aware that if the Bank executes a court ruling, the instructions of a bailiff or other authority issuing binding instructions, or if the Depositor breaches a credit agreement or other agreement concluded with the Bank, for the proper performance of which the Deposit was pledged to the Bank, or in other cases provided for in legal acts, the Bank shall have the right to

- unilaterally terminate the Agreement before its expiry and to debit funds from the Deposit and/or the Deposit service account without the separate consent and notification of the Depositor.
- 2.7. The Depositor may not, without the prior written consent of the Bank, transfer its rights and/or obligations under the Agreement to third parties and/or otherwise encumber the Deposit, except for pledging the Deposit to the Bank itself.
  - 2.8. By this Agreement, the Depositor is informed that the Bank will process the personal data of the Depositor and/or persons representing him for the purposes of concluding and executing the Agreement, the performance of the Bank's obligations under the law, and for other purposes in accordance with the requirements of the law, as specified in the privacy policy of the *Artea Bank Group* companies in Lithuania (hereinafter referred to as the *Privacy Policy*), which is published at <https://www.artea.lt/en/about/important-documents/privacy-policy>. If the Depositor is a legal entity, the Depositor must inform the persons representing it about the processing of their personal data by the Bank. At the request of the Depositor and/or his representative, the Bank shall provide a paper copy of the *Privacy Policy*.
  - 2.9. By this Agreement, the Depositor or the person who signed the Agreement on behalf of the Depositor is informed that, in addition to this Agreement, the relationship between the Bank and the Depositor is also governed by the *General Rules for the Provision of Banking Services by Artea Bank* (hereinafter referred to as the *General Rules*) and the *Rules for the Provision of Payment Services by Artea Bank* (hereinafter referred to as the *Payment Rules*), which form an integral part of the Agreement. The Depositor is aware that the *Payment Rules*, *General Rules*, *Privacy Policy*, and *Service Fees* may be changed unilaterally by the Bank in accordance with the procedure set forth in the *General Rules*. The *General Rules*, *Payment Rules*, and *Service Fees* are published on the Bank's website <https://www.artea.lt/en/private/fees> and are not issued separately to the Depositor, but, at the Depositor's request, the Bank may provide printed copies of the *General Rules* and *Payment Rules*. By entering into the Agreement, the Depositor or the person acting on behalf of the Depositor confirms that, prior to signing the Agreement, they had the opportunity and sufficient time to familiarize themselves with and evaluate the *Service Fees* published on the Bank's website, the terms and conditions of the *Privacy Policy*, the *General Rules*, and the *Payment Rules* (or received them as provided for in the Agreement), have familiarized themselves with them, agree to them, and undertake to comply with them.

AB Artea bank