

GENERAL TERMS AND CONDITIONS FOR DOCUMENTARY CREDIT ISSUANCE

(an integral part of the documentary credit issuance application and / or application for amendment of documentary credit and / or issuance terms and conditions of documentary credit, valid for applications submitted from July 1st, 2024)

1. TERMS AND DEFINITIONS

The terms used in these *General Terms and Conditions for Documentary Credit Issuance* are understood as they are defined in this section; the other used and capitalized terms shall be understood as they are regulated by the *General Rules* or *Payment Rules*.

The parties agree that if there are other conditions unidentified in these *General Terms and Conditions for Documentary Credit Issuance* or Bank applies the Applicant different terms than those set in these *General Terms and Conditions for Documentary Credit Issuance*, all such conditions are determined in the Application or if it is entered into, in the Loan Agreement.

1.1. Credit validity period: Credit validity period, the expiration of which is specified in the Application. If Credit validity period expiration specified in the Application is non-business day, Credit validity period expiration shall be considered the next business day after the non-business day.

1.2. Credit issuance basis (or the term Documentary Credit Issuance Agreement used in the Loan Agreement): the Applicant's Documentary credit issuance application, these *General Terms and Conditions for Documentary Credit Issuance*, the Applicant's Application for amendment of documentary credit and / or issuance terms and conditions of documentary credit (if any) and other documents concluded by the parties, which are considered an integral part of the Credit issuance basis.

1.3. Credit account / Credit deposit account: account in the Bank, in which all existing and future funds (future income), are presented to the Bank as Financial collateral.

1.4. Credit amount: the maximum possible amount of the Credit considering amount tolerance.

1.5. Bank: AB Artea Bankas, whose details and contact information are specified in the *General Rules*.

1.6. General Terms and Conditions for Documentary Credit Issuance: these Bank-approved *General Terms and Conditions for Documentary Credit Issuance*, which are applicable to the Application and are an integral part of the Application which are available on the Bank's website www.artea.lt or in the Bank's client service units, or at the Applicant's request, the Bank will issue a paper copy of these terms and conditions free of charge. *General Terms and Conditions for Documentary Credit Issuance* are not signed by the Parties.

1.7. General rules: the *General Service Rules of Artea bankas* approved by the Bank, which are available on the Bank's website www.artea.lt or in the Bank's client service units, or at the Applicant's request, the Bank will issue a paper copy of these rules free of charge.

1.8. Documents: Beneficiary's documents presented for payment under the Credit.

1.9. Documentary Credit (the Credit): an unilateral irrevocable obligation of the Bank, issued on the basis of Applicant's Application and the instructions provided therein, to pay to the Beneficiary the amount not exceeding the Credit amount, if the Beneficiary until the Credit validity period expiration presents the Documents complying with the terms and conditions of the Credit.

1.10. The actual Credit validity period: the period from the

date of issue of the Credit until the date of expiry of the Bank's obligations specified in the Credit. If the Credit is available with another bank, the actual Credit validity period shall be the period from the date of issue of the Credit until the Credit expiry date specified in the Application plus 15 (fifteen) calendar days. If the Credit is available by deferring payment term, the actual Credit validity period shall be the period from the date of issue of the Credit until the latest possible date of payment.

1.11. Financial collateral: the amount of current and future funds in the Credit Account, which ensures the fulfilment of all the Applicant's obligations to the Bank arising from the Application and which the Applicant provides to the Bank as financial collateral in accordance with the Application, these *General Terms and Conditions for Documentary Credit Issuance* or which the Bank deposits from the funds of the loan granted to the Applicant by the Loan Agreement in accordance with the procedure and in the cases established in the Application, *General Terms and Conditions for Documentary Credit Issuance* and the Loan Agreement.

1.12. Beneficiary: the party specified in the Application in whose favour the Credit is being issued.

1.13. Loan Agreement: the loan agreement entered into by the Parties (with all its present and future amendments, supplements and annexes) indicated in the Application.

1.14. Payment rules: the *Payment Service Rules of Artea bankas* approved by the Bank, which are available on the Bank's website www.artea.lt or in the Bank's customer service units, and at the request of the Applicant, the Bank will issue a paper copy of these rules free of charge.

1.15. Applicant: the party having presented the Application.

1.16. Service fees: the fees for services provided and transactions performed by the Bank approved by the Bank which are available on the Bank's website www.artea.lt or in the Bank's customer service units, and at the request of the Applicant, the Bank will issue a paper copy of these fees free of charge.

1.17. Application: according to the Bank-submitted form Applicant's filled and signed Documentary Credit issuance application and / or Application for amendment of documentary credit and / or issuance terms and conditions of documentary credit. *General Terms and Conditions for Documentary Credit Issuance*, *General Rules*, *Privacy Policy*, *Payment Rules* and *Service Fees* are an integral part of the Application.

1.18. Privacy policy: the *Privacy Policy of Artea Bank Group companies in Lithuania* approved by the Bank, which is available on the Bank's website www.artea.lt/en/about/important-documents/privacy-policy or in the Bank's customer service units, and at the request of the Applicant, the Bank will issue a paper copy of this policy free of charge.

1.19. Parties: the Applicant and the Bank, as well as their legal successors.

2. CREDIT ISSUANCE TERMS

2.1. The Bank, acting in accordance with the Credit issuance basis and Credit rules approved by the International Chamber of Commerce (ICC Publication No. 600, 2007 Revision, ICC Uniform Customs and Practice for Documentary Credits) issues a Credit, with the means of which the Bank undertakes to be liable to the Beneficiary and pay him/her/it the amount not exceeding the Credit amount, if the Beneficiary presents the Documents complying with the Credit terms and conditions.

2.2. The Bank, by making a positive decision, issues, extends, increases or otherwise amends the Credit, if all the conditions listed below are properly fulfilled:

2.2.1. the Applicant has submitted to the Bank duly completed and signed Application;

2.2.2. the Applicant has paid to the Bank all the fees associated with issuance of the Credit, its extension, increase or other amendment;

2.2.3. the Applicant has submitted to the Bank a Financial collateral (if the Credit is being issued by submitting the

Financial collateral) and / or other performance security measures specified in the Application;

2.2.4. other agreements between the Bank or Bank group companies and Applicant or Applicant's group companies are properly executed;

2.2.5. the Applicant and / or the Beneficiary and / or other banks specified in the Application and / or other persons participating in the transaction are not subject to financial sanctions or other restrictive measures (including sectoral sanctions for the activities carried out) of the European Union, the United Nations, the United States of America, the Republic of Lithuania and / or other states or international organizations and the Applicant and / or Beneficiary or other banks specified in the Application are not controlled by such a person and have no links with persons included in the list of international financial sanctions or other restrictive measures and do not violate the restrictions of sectoral sanctions;

2.2.6. there are no other grounds established in legal acts or the *General Rules* that allow / oblige the Bank to suspend business relations with the Applicant and / or the issuance of the Credit and / or terminate the contractual relationship.

2.3. If the Credit cannot be advised through the bank specified in the Application, the Bank has the right to choose another bank for advice of the Credit.

2.4. The Bank will pay under the Credit upon receipt of the Documents complying with the terms of the Credit or a reimbursement claim from the nominated bank. The Bank has the right to suspend the execution of payments under the Credit in cases where the Applicant and / or the Beneficiary and / or other banks specified in the Application and / or other persons participating in the transaction are subject to financial sanctions or other restrictive measures (including sectoral sanctions for the activities carried out) of the European Union, the United Nations, the United States of America, the Republic of Lithuania and / or other states or international organizations or whether there are other circumstances provided for in clause 2.2.5.

2.5. After the Bank receives the Documents, determines their compliance with the Credit terms and conditions and informs about this the Applicant, the Applicant shall on the date of payment of the Documents pay the Bank the amount of the Documents in the required currency, by accumulating it in its Bank account. This amount shall be debited by the Bank and transferred to the bank which has presented the Documents. If the Applicant failed to accumulate the required amount timely and / or the Bank is unable to write off this amount, the Bank is entitled to debit the required amount from Applicant's all accounts at the Bank, from the funds of the loan granted to the Applicant, to use the Financial collateral and / or other collateral provided for in the Application.

3. FEES

Credit issuance fees

3.1. The Applicant obliges, on the Credit issuance day, to pay to the Bank the fee in accordance with the *Service fees* set for the Credit issuance.

3.2. When the fees of other banks are for the account of the Applicant or when the fees of other banks are for the account of the Beneficiary and the latter refuses to pay the fees of other banks, the Applicant undertakes to pay the fees determined by another bank related to Credit, its amendment advice and / or other related services of another bank. This obligation of the Applicant is termless.

3.3. The Applicant undertakes to pay other fees as per *Service fees* / (if entered into) Loan Agreement related to Credit issuance, amendment and / or other related services of the Bank. These fees shall be paid by the Applicant immediately after the Bank provides relevant service, and, at the Bank's request, in good time before the relevant service provision date if the said agreements provide nothing otherwise, and to cover all the costs incurred by the Bank.

Default interest and fines

3.4. If the Applicant misses payment deadlines, he/she/it shall, for each calendar day of delay, pay to the Bank 0.05 (five hundredths) per cent default interest on the amount with missed payment deadline.

3.5. If the Applicant fails to perform or improperly performs the non-financial obligations provided for in the Application and / or these *General Terms and Conditions for Documentary Credit Issuance*, the Bank has the right, taking into account the consequences of the violation (s), to unilaterally impose on the Applicant a fine not exceeding 2 (two) per cent from the Credit amount. The Applicant must pay the fine within the term set by the Bank.

3.6. Payment of the default interest and / or fines does not release the Applicant from performance of contractual obligations and does not give the Applicant the right to request postponement of execution of the obligations.

3.7. In case the Applicant fails to pay the payables indicated in the Application / these *General Terms and Conditions for Documentary Credit Issuance* / *Service fees* / Loan Agreement or Bank notice, including the payment of the fine, the Bank has the right to unilaterally write off such amounts from any of the Applicant's Bank account (s).

3.8. If currencies of the amounts payable to the Bank or other banks and of the funds held in the Applicant's account with the Bank differ, the Bank debits the funds amount from any Applicant's account in the Bank required to be paid to the Bank or other banks to cover the payables, applying the Bank-set currency exchange rate on the writing-off day.

4. BANK'S RIGHTS AND OBLIGATIONS

4.1. The Bank has the right to refuse to issue and / or amend the Credit if:

4.1.1. the Applicant, Beneficiary, other bank, collaterals are unacceptable for the Bank;

4.1.2. bankruptcy proceedings have been instituted against the Applicant and / or persons who have provided collateral under the Application or the Loan Agreement, or a decision has been made to initiate bankruptcy proceedings, the Applicant and / or persons who have provided collateral under the Application or the Loan Agreement are being restructured or a decision has been made for restructuring, the Applicant and / or the persons who have provided collateral under the Application or the Loan Agreement are being liquidated, merged, divided or reorganized or a decision has been made regarding the liquidation, merger, division or reorganization of the Applicant and / or the persons who have provided collateral under the Application or the Loan Agreement.

4.1.3. the Applicant does not fulfil and / or improperly fulfils his / her / its obligations to the Bank under the agreements with the Bank and / or the Bank's subsidiaries, and / or other financial institutions, and / or third parties.

4.1.4. essential negative information emerges about the Applicant, Beneficiary or for any other reasons that the Bank is not obliged to specify.

4.2. The Bank, upon receipt of the Documents, which do not comply with the terms and conditions set out in the Credit, has the right to approach the Applicant for his / her / its consent to pay under such the Documents. In case of nonreceipt of the Applicant's consent to pay according to such Documents, the Bank has the right to return the Documents to the party which presented them. The Bank administers the Documents acting in accordance with the instructions of the party that presented the Documents. The Bank also has the right to reject the Documents which do not comply with the Credit terms and conditions even if the Applicant's consent is received.

4.3. The Bank has the right to deem the documents submitted via authentic means of telecommunications (SWIFT and so on) the originals.

4.4. The Bank undertakes:

4.4.1. when issuing the Credit, to comply with the terms and conditions specified in the Applicant's Application;

4.4.2. to check the received Documents and to determine their compliance with the terms and conditions of the Credit;

4.4.3. the Bank, having paid under the Documents, acquires the right of recourse against the Applicant.

5. APPLICANT'S RIGHTS AND OBLIGATIONS

5.1. The Applicant shall:

5.1.1. no later than on the date of the Credit issuance or other costs incurring day to compensate the Bank for all costs it incurred or may incur when performing the Application and issuing the Credit. The refundable Bank charges include the amounts payable to the Beneficiary and other banks under the Credit and / or already paid amounts, other (including foreign) bank fees;

5.1.2. after finding out about the circumstances in contrary to the Applicant's representations and warranties, immediately inform the Bank in writing;

5.1.3. upon the Bank's request, immediately provide all information and / or documents related to the Credit and / or execution of the Application, the Beneficiary and / or the Applicant, including the Applicant's financial documents (quarterly, semi-annual financial statements, annual financial statements);

5.1.4. not keep funds in the Credit account that are not intended to secure the Credit's obligations to the Bank under the Application. The Bank is not and will not be responsible for the administration and / or safekeeping of such funds.

5.1.5. no later than within five (5) business days in writing notify the Bank about:

5.1.5.1. decisions for Applicant's liquidation, reorganization (by merger or division of companies, changing the type or status of the company), restructuring, bankruptcy case instituting to the Applicant or non-judicial bankruptcy proceedings initiation;

5.1.5.2. amendment of the Applicant's articles of association, name, domicile address and other details of the Applicant, the change in Applicant's head or members of other management bodies (the board, the supervisory board), composition of the Applicant's participants (shareholders, members, partakers, etc.);

5.1.5.3. the sanctions already applied or to be applied by public administration and law enforcement agencies on the Applicant, which deprive or restrict the Applicant's rights in the economic-commercial activities, limit disposal of Applicant's assets.

5.2. The Applicant confirms and ensures that:

5.2.1. between the Applicant and the Beneficiary, there are no disputes or disagreements regarding establishing and / or execution of the transaction or obligation, for which the Credit is issued, there are no circumstances that could prevent from execution or cause improper execution of the Applicant's commitments to the Beneficiary under such transaction or other obligation;

5.2.2. information and documents provided to the Bank are accurate and true;

5.2.3. the Applicant's representative, who has submitted the Application, shall act in accordance with his / her / its mandate, the submission of the Application does not contradict with the laws, Applicant's articles of association, other founding documents, the management bodies regulations and other statutory requirements, obligations assumed by the Applicant under the agreements concluded with the third parties, also that all the necessary permits, consents, authorizations necessary for the submission of the Application and to create contractual relationships arising from it from Applicant's management bodies, public authorities or others have been obtained;

5.2.4. the Applicant has all the necessary permits and licenses necessary for the Applicant's activities;

5.2.5. on the day of signing the Application the Applicant is not instituted the case and the Applicant does not know about preparation of instituting the same in the court or arbitration, in which the decision could have a negative impact on the Applicant's financial position and business or Applicant's ability

to properly carry out its obligations under the Application, and there is no reason to believe that such disputes or proceedings may arise in the future;

5.2.6. if the Applicant in the Application nominates another bank to honour or negotiate under the Credit, understands the risks associated with the mandate to decide on the compliance of the Documents with the terms and conditions of the Credit to such other bank;

5.2.7. Applicant's representative, by signing the Application, undertakes to indemnify the Bank if the Application and / or the contractual relationships arising on its basis will be challenged on the ground that the Application was submitted in violation of the Applicant's governing bodies competence, exceeded the powers conferred or is in contrary to the Applicant's goals;

5.2.8. in the event that for any reason the Bank cannot use the Financial collateral and / or other collateral specified in the Application, the Applicant shall within 2 (two) business days from the date of dispatch of such request, pay the Bank the amount required from the Bank by Documents presenting bank. If the Applicant fails to pay timely the required amount and the Bank pays according to Documents presented or nominated bank's reimbursement claim on the Bank's own account, the Applicant's obligation to pay the Bank-required amounts remains until it is completely executed;

5.2.9. assumes the potential risk of disclosure of confidential information to third parties, which may arise from sending information related to the issuance of the Credit by e-mail.

6. SECURING EXECUTION OF THE APPLICANT'S OBLIGATIONS

6.1. Execution of the Applicant's obligations arising from the Application is secured by Financial collateral, unless otherwise indicated in the Application.

6.2. The Application gives the Bank the right to write-off the amount of money specified in the Application from the Applicant's account (s) with the Bank and to transfer it to the Credit account opened in the Bank on behalf of the Applicant. If the Applicant's account (s) with the Bank contains not enough money, the Applicant shall immediately, but no later than before Credit issuance, pay into his / her / its account (s) with the Bank the amount specified in the Application. If currency of the Credit specified in the Application and of funds held in the Applicant's accounts with the Bank differ, the Bank debits from the Applicant's any account with the Bank the amount of funds specified in the Application applying the Bank's currency exchange rate set for the day of debiting.

6.3. The Applicant, ensuring proper execution of his / her / its obligations arising from the Application, pledges to the Bank the Financial collateral under the conditions set in this paragraph. The parties expressly agree that a separate agreement and / or contract will not be concluded and that:

6.3.1. by agreement of the Parties, these *General Terms and Conditions for Documentary Credit issuance* are also a financial security agreement with the transfer of ownership to the Bank, as provided for in the Law on Financial Collateral Arrangements of the Republic of Lithuania (the FUSI). Upon submitting the Application, the Applicant transfers to the Bank the funds in the Credit account and future funds, which according to FUSI are considered as financial collateral, which secures proper execution of all financial obligations of the Applicant (payment of fees, interest and penalties and other amounts payable, reimbursement of expenses, losses incurred by the Bank, etc.) for the Bank. In the event of the occurrence and / or continuation of any of the enforcement events, as well as in other cases established by the laws of the Republic of Lithuania, the Bank's obligation to return the Financial collateral (funds in the Credit account) to the Applicant shall terminate. Enforcement event by the agreement of the Parties shall be non-performance or improper performance of any Applicant's financial obligations to the Bank, receipt of Documents, initiation of bankruptcy proceedings against the Applicant, initiation of restructuring,

reorganization, reformation or liquidation proceedings without the Bank's prior consent, seizure of Applicant's assets or attachment of other restriction of the right to dispose of them, as well as any other event that allows to think that the Applicant will not fulfil the obligations assumed;

6.3.2. during the actual validity of the Credit, the Applicant shall not have the right to dispose of the Financial collateral or the claim rights related to the return of the Financial collateral. The Applicant and his / her / its successors shall not be entitled to demand that the Bank return the Financial collateral to the Applicant or its successors until the Applicant has fulfilled all its obligations; The Applicant declares that the Bank has the right to manage the Credit account and the Financial collateral in case the Applicant fails to fulfil its obligations until the Applicant's obligations are covered and / or use the Financial collateral to cover the contractual indebtedness at any time when indebtedness arises.

6.4. The Bank has the right to satisfy its claims from the Financial collateral in accordance with the procedure established by legal acts prior to other creditors of the Applicant.

6.5. The Applicant declares that the Financial collateral and the Applicant's right to demand the Bank to return the Financial collateral have not been pledged, transferred or otherwise restricted to anyone, there are no arrests, disputes or prohibitions on disposing of the Financial collateral. The Applicant undertakes to reimburse the Bank for all its expenses and losses if it turns out that the statements set forth in this clause do not correspond to reality.

6.6. The Applicant gives prior consent, which cannot be revoked without the written agreement of both Parties, to transfer to the Bank handling of the Credit account and the Financial collateral, which entitles the Bank to debit the Credit account and use it to pay under the Credit or other Applicant's obligations (including unpaid fees, interest, penalties) to the Bank.

6.7. Upon expiry of actual Credit validity period and the Applicant's fulfilment of all obligations, the Bank, convinced that all the Bank's obligations under the Credit have expired, shall return the remaining Financial collateral to the Applicant's account with the Bank and close the Credit account.

6.8. If, for reasons beyond the Bank's control, the Bank is unable or unlikely to be able to debit the Financial collateral in the Credit account and / or use other collateral specified in the Application to cover amounts due to the Bank or other banks, the Applicant must immediately pay the amounts due to the Bank or other banks into the Bank account specified by the Bank. In this case, the amounts payable by the Applicant shall be deemed to have been paid to the Bank from the date of deposit of funds to the account specified by the Bank.

7. LIABILITY OF THE PARTIES

7.1. The Applicant must compensate all losses incurred by the Bank due to the Applicant's outstanding or inadequately fulfilled obligations, as well as due to the fact that the Applicant's statements and representations are untrue.

7.2. The Bank is not responsible for the form, content, accuracy, authenticity, and legal validity of the documents received, statements made in the documents.

7.3. The Bank is not responsible for the consequences if other banks improperly fulfil their obligations under the terms of the Credit, regardless of whether such a bank was selected by the Bank or the Applicant.

7.4. The Bank is not responsible for the consequences if the documents are damaged or lost when sending them by post, courier or other transfer, are illegible due to postal or telecommunications problems, sent late or not delivered and / or for the errors in the making translation of the documents into another language or interpretation of technical terms.

7.5. The Bank is not responsible for the losses incurred by the Applicant due to the fact that the Bank stopped the execution of payments under the Credit in cases where where the

Applicant and / or the Beneficiary and / or other banks specified in the Application and / or other persons participating in the transaction are subject to financial sanctions of the European Union, the United Nations, the United States of America, the Republic of Lithuania and / or other states or international organizations or whether there are other circumstances provided for in clause 2.2.5.

7.6. The Bank, when using other banks' services, performing Applicant's orders, does this on Applicant's account and risk.

8. FINAL PROVISIONS

8.1. In the case if the provisions of the *General Terms and Conditions for Documentary Credit Issuance* are in contrary to the conditions laid down in the Application, the conditions specified in the Application shall prevail.

8.2. The relations between the Parties are governed by the laws of the Republic of Lithuania. All disputes arising between the Parties shall be resolved by negotiations. If the Parties fail to agree, disputes shall be settled according to the laws of the Republic of Lithuania.

8.3. If the legal addresses, bank account numbers and / or other details of the Parties change, the Parties must inform each other immediately, but no later than within 5 (five) business days. A Party that fails to comply with this requirement may not make claims or retaliation that the actions of the other Party performed according to the last details known to it do not comply with the terms or that it has not received notifications sent according to those details.

8.4. All notices shall be delivered by the Parties to each other upon signature, by post or e-mail, unless otherwise specified in the Application. It is considered that the documents sent by post to the last address of the Applicant known to the Bank were received by the Applicant on the 5th (fifth) calendar day following the day when the Bank delivered the documents sent to the Applicant to the company providing postal services. Notices sent by e-mail shall be deemed to have been received on the day they were sent or, if it was not a working day, on the next working day. By hand delivery, on the day when the Applicant receives the information provided to him at his address and signs that he has received it. The Bank also has the right to submit notices, reports or other correspondence to the Applicant in the Bank's Internet bank.

AB Artea bankas