

## CONDITIONS FOR STANDING CREDIT TRANSFERS

The terms used in the Conditions for Standing Credit Transfer (hereinafter referred to as the Conditions) shall be understood as defined in the Artea bankas Payment Services Rules (hereinafter referred to as the Payment Rules), which are published on Artea bankas' website [www.artea.it](http://www.artea.it) unless otherwise provided in these Conditions.

1. A standing credit transfer service shall mean the service of AB Artea bankas (hereinafter - the Bank) to the Customer (natural or legal person) who has entered into a Standing Credit Transfer Agreement (hereinafter referred to as the Agreement) with the Bank on the basis of which the Bank periodically, make funds transfers from the Customer's (Payer's) account to the Beneficiary's account specified in the Agreement, in accordance with the Payment Order conditions (amount, terms, periodicity, etc.) specified in the Agreement and these Conditions. The Conditions are an integral part of the Agreement.
2. The Agreement shall be considered as a multiple consent (order) of the Customer (Payer) to execute the Payment Orders provided in the Agreement.
3. Unless otherwise provided in these Conditions, the Bank shall execute Payment Orders in accordance with legal acts and the Payment Rules.
4. The Bank shall execute Periodic Credit Transfers only in accordance with the Payment Order data specified in the Customer's Agreement. The Customer (Payer) is responsible for the correctness of the Payment Order data specified in the Agreement.
5. The Bank shall initiate the Standing Credit Transfers on the First day of execution of the Payment Order specified in the Agreement and shall execute it until the expiry of the term specified in the Agreement with such periodicity as specified in the Agreement.
6. The Bank shall execute Standing Credit Transfers only from the Payer's account specified in the Agreement and only in the currency specified in the Agreement. If there are insufficient funds in the currency specified in the Agreement in the Payer's Account for execution of the Payment Order, the Bank shall not convert the funds in other Payer's accounts into the currency specified in the Agreement and shall not transfer funds from other Payer's accounts to the Beneficiary.
7. The Bank shall not execute the Payment Order if there are insufficient funds on the Payer's account on the day of execution of the Payment Order to execute the Payment Order and debit the Fee for the executed Payment transaction. The next Payment Order shall then be executed at the intervals specified in the Agreement.
8. If the Customer has specified in the Agreement the Minimum Account Balance to remain after the Periodic Credit Transfer, then all funds in the Payer's Account shall be transferred to the Beneficiary's Account, leaving only the Minimum Account Balance specified in the Agreement in the Account. If the amount of funds on the Payer's account is less than the Minimum Account Balance after the credit transfer, the Bank shall not execute the Payment Order on the Payment Order date specified in the Agreement and the next Payment Order shall be executed at the periodicity specified in the Agreement when the Account contains an amount of funds exceeding the Minimum Account Balance, including the Commission Fee due to the Bank.
9. If the Payment Order amount is specified in the Agreement as a percentage (percentage of the balance of funds on the Payer's account), the Bank shall calculate the funds amount on the execution day amounting to the specified percentage (percentage) from the total amount of funds on the Account in the Agreement currency at the moment of execution of the Payment Order and transfer the aforementioned amount of funds to the Beneficiary's account.
10. If the Beneficiary's bank is not Artea bankas and the Payment Order day specified in the Agreement coincides with the day off or holidays, the Payment Order shall be executed on the last business day preceding the day off or holiday day or the first business day following the day off or holiday day in accordance with the Payer's choice specified in the Agreement (transfer from a day off and public holidays to the next business day).
11. The Bank shall debit from the Payer's account the amount of funds specified in the Agreement and transfer it to the Beneficiary's account specified in the Agreement, if on the day of execution of the Payment Order:
  - 11.1. The Payer's account has sufficient funds in the specified currency to execute the Payment Order and debit the Commission Fee for the transaction;
  - 11.2. The Payer's account is not seized or otherwise restricted by the Payer's disposal of funds in the account;
  - 11.3. in other cases provided by the legal acts, these Conditions or the Payment Rules, when the Bank is entitled or obliged not to execute Payment Orders.
12. If the Payer has concluded more than one Standing Credit Transfer Agreement with the Bank and the Payment Order execution dates specified therein coincide, the Bank shall execute the Payment Orders in the order of conclusion of these Agreements.
13. If other payment orders for debiting funds from the Payer's account specified in the Agreement are submitted to the Bank as well, the Bank shall execute the submitted payment orders according to the order of receipt of payment orders (calendar order), unless otherwise provided by legal acts, *Payment Rules* or other agreements concluded between the Bank and the Customer.
14. The Bank will not be liable if the Standing Credit Transfer cannot be executed due to incorrect or ineligible Payment Order Data specified in the Payer's Agreement.
15. Unless otherwise agreed with the Customer, the Customer shall undertake to pay to the Bank the Commission Fee for the Periodic Credit Transfer Service on the Execution Date of the Payment Order at the rate specified in the *Service Fees*. If the Payer's account specified in the Agreement does not have sufficient funds to pay the Commission Fee for the service rendered on the day of execution of the Payment Order, the Bank shall be entitled to debit the Commission Fee from other Payer's accounts with the Bank as regulated by the Payment Rules.
16. The Agreement shall enter into force on the date of its conclusion and shall remain in force until the date of its expiry or termination of the Agreement. The Agreement shall expire if the Payer's bank account agreement specified in the Agreement is terminated.
17. The Customer is entitled to terminate the Agreement at any time.
18. The Bank shall be entitled to terminate the Agreement by giving at least 15 (fifteen) calendar days' notice to the Customer.

- 19.** The Agreement may be terminated on the initiative of the Bank if the funds are returned in accordance with the Payment Order submitted in the event of the Payer's account is closed or Beneficiary's account is incorrect .
- 20.** If the Customer changes the Payment Order data specified in the Agreement, the Parties shall enter into a new Standing Credit Transfer Agreement and the old Agreement shall be terminated.
- 21.** The Bank shall have the right to unilaterally change these Conditions in accordance with the procedure established in the General Service Terms Artea bankas which are published on [www.artea.lt](http://www.artea.lt) and are an integral part of the Agreement and these Conditions.
- 22.** The Agreement is drawn in the Lithuanian and English languages. In the event the Agreement conditions are understood differently by the Parties, the conditions drawn in the Lithuanian language shall be considered as correct.

AB Artea bankas