

# NATURAL PERSON'S QUESTIONNAIRE

Date:        /        /

In accordance with legislation of the Republic of Lithuania regarding tax administration and prevention of money laundering and terrorist financing, other legal acts applicable to "DSBC Financial Europe" UAB entities registered in Lithuania (hereinafter the "DSBC"), we kindly ask you to complete this questionnaire. Completely filled in questionnaires is a mandatory precondition for receiving services of the DSBC. The requested information contains personal data and we will process such personal data in accordance with the Principles of processing Personal data, approved by the DSBC and available on [www.dsbcf.com](http://www.dsbcf.com).

## 1. Customer information

- Passport.
- National identity card.
- Temporary or permanent residence permission in the Republic of Lithuania.
- Other (indicate) \_\_\_\_\_

Surname			
Given name			
Passport/Identification No.		Issuing Country	
Expiry Date	/  /	Birth Date	/  /
Place of birth (city, country)		Nationality	

## 2. Country of Residence for Tax Purposes

- The Republic of Lithuania.
- Other country: \_\_\_\_\_

Taxpayer identification number (TIN) \*: \_\_\_\_\_  No TIN has been issued for me in this country

I confirm that I am only the indicated state's (s') resident for tax purposes:  Yes  No

\* A high integrity number with an equivalent level of identification as a TIN. E.g. Social Security Number, personal ID number.

## 3. Contact detail

### Residential Address

Address Details in Room, building	
Number and Street/Road	
District, City	
Region	
Postal Code	
Country	

**Correspondence Address**, Check here if the same with **Residential Address**

Address Details in Room, building	
Number and Street/Road	
District, City	
Region	
Postal Code	
Country	

	<b>Country Code</b>	<b>Number</b>
Telephone number	+	
Mobile number	+	
Email		
Skype ID		

#### 4. Information about sources of funds and account using purpose

<input type="checkbox"/> Salary	<input type="checkbox"/> Pension/social benefits	<input type="checkbox"/> Income from family members/close relatives
<input type="checkbox"/> Savings	<input type="checkbox"/> Heritage	<input type="checkbox"/> Scholarship
<input type="checkbox"/> Securities	<input type="checkbox"/> Real Estate sold	<input type="checkbox"/> Loans/borrowed funds
<input type="checkbox"/> Self-Employment (including remuneration from originator's /sort activities)		<input type="checkbox"/> Winnings (Lotteries/bet)

#### Nature and purpose of the transactions to be performed

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#### Reference of the beneficiary for your payment order:

Beneficiary name	Country	Purpose

#### Your External Bank Account:

Account Name		Account Number	
With (Bank)		Branch (If available)	
Bank Address			

## 5. Information on Occupation

Employed

Full name of company	
Job position	
City, country of workplace	

Self - employed (based on business certificate, business license, etc.) or business:

- trade in food products and household goods
- trade in means of transport
- trade in/rent in real estate
- services (construction, repair works, beauty treatment services, etc.)
- agricultural activities
- activity related on ferrous, non
- other (indicate): \_\_\_\_\_

Student

Unemployed

Pensioner

## 6. Countries from which funds will be received or transferred

Lithuania  European Union  Other (indicate): \_\_\_\_\_

## 7. Relationship with EU (Note: Mandatory for non - EU citizens only)

- |   |  |
|---|--|
| <input type="checkbox"/> Employment in EU   | <input type="checkbox"/> Real estate in EU                     |
| <input type="checkbox"/> EU - registered company (stake held/ self-employment)    | <input type="checkbox"/> Spouse, child is citizen of EU        |
| <input type="checkbox"/> Permission for temporary or permanent residence in EU    | <input type="checkbox"/> Studies/education in EU               |
| <input type="checkbox"/> EU state benefits (pension, compensation for land, etc.) | <input type="checkbox"/> Spouse is employed/has business in EU |

## 8. Expected Monthly volume of funds in account

- < € 1,000     
  € 1,001 – € 5,000     
  € 5,001 – € 10,000  
 € 10,001 – € 50,000     
  > € 50,000

## 9. “DSBC Financial Europe” UAB services you use/ plan to use

Current account  VISA/ MASTER Prepaid Card  Currency Exchange

## 10. Information on a politically exposed person

Do you or your close family members or close associate entrust or during the past 18 months entrusted with prominent public functions in Lithuania, in the European Union, in international or foreign state institutions?

- No  
 Yes (indicate)   
  I myself   
  My close family member   
  My close associate

- Head of the State, Head of the Government, Minister, Vice Minister or Deputy Minister, Secretary of State, Chancellor of the Parliament, the Government or any Ministry.
- Member of the Parliament.
- Member of the Supreme Courts, the Constitutional Courts or any other judicial authority, against whose decisions there is no judicial remedy.
- Mayor of the municipality, municipality administration director
- A member of the management body of the Supreme State Audit and Control Office or the Central Bank Chairman, Deputy Chairman or a member of the Management Board
- An Ambassador, a Charge d'Affaires ad interim, Envoy Extraordinary and Minister Plenipotentiary or the senior member of the armed forces.
- A member of the management or supervisory body of the company managed by the state or municipality.
- Director, deputy director or member of the management or supervisory body of the international intergovernmental organization.
- Head, deputy head or member of the management body of a political party.

**Specify the politically exposed person**

Name, surname: \_\_\_\_\_

State, institution, position: \_\_\_\_\_

**11. Application for account opening and/or other services**

The Company further resolves to proceed with the opening of the following and therefore please proceed accordingly:

Account Type	Currency	Print Statements – Frequency
<input type="checkbox"/> Personal Account <input type="checkbox"/> Cards	<input type="checkbox"/> Euro <input type="checkbox"/> Other: _____	<input type="checkbox"/> Frequency: _____

**Application for Cards**

The “DSBC Financial Europe” UAB will issue payment cards to the following information:

Full name of Cardholder	Card type	Currency	Account to be connected with the Debit card	Account to be debited for blocking amount
	<input type="checkbox"/> Master Prepaid	<input type="checkbox"/> EURO	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing
		<input type="checkbox"/> USD	<input type="checkbox"/> New	<input type="checkbox"/> New
Type of card issuance	<input type="checkbox"/> Regular <input type="checkbox"/> Urgent			
Name on the card	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			

Residential Address (for Card delivery)	
Mobile telephone number for SMS Card Alerts:	

### Transaction Limits

Transaction type	Default Limit Per Day (€)	Daily Limit set by User (€) *
Transfer within “DSBC Financial Europe” UAB Network	50,000	
Transfer to other local EU banks	10,000	
Transfer to international account - via SWIFT	10,000	

\*Depending on the channel used, for financial transactions exceeding the cumulative daily limit per Account Holder, the User may be given the option to forward the transactions to “DSBC Financial Europe” UAB for manual processing and execution, regardless of the limits listed above. In addition, if this Daily Limit set by User is rejected by “DSBC Financial Europe” UAB, the User’s daily transaction limit will be set at the Default Limit Per Day.

### Cardholder Declaration

I understand that when considering my application and also when operating the account or making lending decisions, you will use the system of scoring. I apply for the issue with a card and I confirm that the information given is true. I agree that DSBC reserves its right to decline the application. By signing below, I confirm that I have read and agree to abide by the Terms and Conditions of “DSBC Financial Europe” UAB Card published on website [www.dsbcf.com](http://www.dsbcf.com).

I confirm that I have received and read the Terms and Conditions of use of DSBC’s Prepaid card they appear on the website [www.dsbcf.com](http://www.dsbcf.com) and I have accepted them.

<b>Signature of the Cardholder</b>
<b>Name, surname:</b>
<b>Date:</b> /    /

## 12. Personal Account fee

**Customer name:** \_\_\_\_\_

OPENING OF NEW PERSONAL ACCOUNT		
	Standard Package	Elite Package <sup>(1)</sup>
Current Account according to standard procedure	Free of charge	Free of charge
<b>Monthly maintenance fee for Current accounts</b>	<b>19 EUR</b>	<b>9 EUR</b>
Monthly maintenance fee for Multi- Currency Current accounts*	+19 EUR	+9 EUR
<i>*Other than EUR currency if available</i>		
<i>Free Maintenance Fee if the average daily balance of your account within a month is at least 10,000 EUR.</i>		

DSBCnet FOR PERSONAL		
Sign up DSBCnet	Free of charge	Internet Banking, Mobile Banking
Monthly fee subscription	Free of charge	

IN - COMING REMITTANCES		
Incoming foreign payments	5 EUR	
Incoming payments within "DSBC Financial Europe" UAB	Free of charge	

OUTGOING REMITTANCES		
Remittance within "DSBC Financial Europe" UAB network	Free of charge	
<b>Outward Transfers in EUR <sup>(2)</sup></b>		
<b>Time of execution</b>	<b>Charge paid by the beneficiary (BEN)</b>	<b>Charge shared (SHA)</b>
Standard D+2 <sup>(5)</sup>	25 EUR + 0.25% <sup>(6)</sup>	25 EUR + 0.25% <sup>(6)</sup>
Urgent D+1 <sup>(4)</sup>	50 EUR + 0.25%	50 EUR + 0.25%
Express D <sup>(3)</sup>	70 EUR + 0.25%	70 EUR + 0.25%
<b>Outward Transfers in foreign currencies <sup>(7)</sup></b>		
Standard D+2 <sup>(5)</sup>	35 EUR + 0.25% <sup>(6)</sup>	35 EUR + 0.25% <sup>(6)</sup>
Urgent D+1 <sup>(4)</sup>	55 EUR + 0.25%	55 EUR + 0.25%
Express D <sup>(3)</sup>	70 EUR + 0.25%	70 EUR + 0.25%
<b>Remittance instruction</b>		
Missing/invalid IBAN charges	30 EUR	
<b>Extra fee for large transactions <sup>(8)</sup></b>		
<b>From (transaction amount)</b>	<b>To (transaction amount)</b>	<b>Fee</b>
50,000 EUR	< 100,000 EUR	+ 50 EUR
100,000 EUR	< 200,000 EUR	+ 100 EUR
200,000 EUR	< 500,000 EUR	+ 250 EUR
From 500,000 EUR		+ 300 EUR

**Notes:**

1. Elite Package: From 19th October 2020, new customers will get more than 50% discount on Current Account monthly maintenance fee (9 EUR a month) when applying for a Personal Account along with a Payment Card (digital or physical). The details of this package are published on our website.
2. Outgoing payments within European Economic Area member - states.
3. D – current working date, Lithuania time zone, 08:30AM – 11:00AM (cut off time at 11:00AM).
4. D+1 – value date on the following working day, Lithuania time zone.
5. D+2 – value date on the next 2 working days, Lithuania time zone.
6. 0.25% on total amount of transaction.
7. Maximum transaction fee capped at 150 EUR for Standard D+2. Urgent D+1 and Express D will be charged more 25 EUR and 45 EUR respectively depending on your request.
8. This service charge is an extra fee for large transactions to check documents and scan KYC compliance . The processing fee is still fixed following the information on the above table.

**OTHER SERVICES RENDERED**

Account, Statement & Notification		
“DSBC Financial Europe” UAB account statement	10 EUR	Hard copy. Free when download via DSBCnet
“DSBC Financial Europe” UAB current account reference letter	50 EUR	
Express courier original copy	60 EUR	To client address worldwide: DHL/FedEx
SMS notification about account transactions	0.2 EUR	Per message
Email notification about account transactions	Free of charge	

Account closure		
Closing the account after one year	Free of charge	
Closing the account within 12 months	200 EUR	

The fees and charges are subject to change from time to time.

For "DSBC Financial Europe" UAB only
Promotion code:

**13. Self – Certification**

Pursuant to the Agreements for the automatic exchange of information which were concluded and/or will be concluded between the Republic of Lithuania and other countries for tax matters and the relevant legislation (FATCA and the Common Reporting Standard - CRS), “DSBC Financial Europe” UAB (“DSBC”) is required to identify account holders that are tax residents in foreign jurisdictions (for purposes of CRS) and are US Persons that is US citizens or tax residents (for purposes of FATCA) and report all related information to the Tax Department in Lithuania which in turn will report this information to Tax Departments of the foreign jurisdictions and/or to the IRS of the United States. DSBC requests you to complete this Self-Certification Form. Further information on FATCA and CRS may be found on the U.S. IRS at [www.irs.gov/fatca](http://www.irs.gov/fatca) and the OECD at <http://www.oecd.org/tax/automatic-exchange/>.

Are you a US Citizen / Resident for tax purposes?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Please report all countries in which you are tax resident:

Country of Tax Residence	Taxpayer Identification Number (TIN) or Functional Equivalent		If no TIN available enter Reason A, B or C *
	Type of Document	Number	

\* Complete only for CRS countries - If a TIN is not available, please provide the appropriate reason A, B or C.  
Reason A - The Country where the Account Holder is a tax resident does not issue TINs to its residents.  
Reason B - The Account Holder is otherwise unable to obtain a TIN (please explain):

Reason C - No TIN is required (Note: Please select this reason only where the domestic law of the relevant authorities of the country of tax residence entered above, does not require the collection of the TIN issued by such country of tax residence to be disclosed).

### 14. Customer declaration

By signing this questionnaire, I confirm that information provided in this questionnaire is true, complete and accurate and undertake to immediately notify the "DSBC Financial Europe" UAB ("DSBC") in writing of any change in the information provided by me in this questionnaire. I undertake to immediately notify the DSBC in writing of any intentions to perform transactions on behalf of the third persons and/or to hold third persons' funds in the accounts to be opened in my name. I confirm that if such notification is not given, I am the owner of the funds held in the accounts to be opened/opened in my name, as well as I am not performing any transactions on behalf of the third persons and I am not holding third persons' funds in the accounts opened in my name.

Please be noticed that: "DSBC Financial Europe" UAB always conducts AML/CTF checks of Source of Fund on Incoming Transactions and/ or Outgoing Transactions for any DSBC Account that has been operating for under 3 months.

1. DSBC's Compliance Team reserves the right to send emails/ call or conduct short online Conference to ask for Transactions' Documents (Invoices/ Agreement/ Receipt of Delivery), Explanation and further Evidence to prove the genuine Business Relationship between the Account Holders and their customers as well as their suppliers. The submitted documents will be reviewed and assessed. From there onward, any of your payment to this beneficiary would not be held back if the documents/ evidence are in line with DSBC's policy.
2. The Online Conference serves the main purpose of getting your authorization for the payment which is considered necessary by the Compliance Team to prevent Fraudulent Activities.

By signing this Application Form, I/ We are aware of the information provided for AML-CTF Checks of Source of Fund on Transaction and I/We agree and are going to follow with the regulations posed to the DSBC Account's holder.

By signing this questionnaire I confirm that I am aware that the information provided in this questionnaire and other information about me, the account holder, and the accounts held in the DSBC, which is available to the DSBC, may be transferred to the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania in order to communicate it to tax administration authorities of those states in which taxes are paid and in which I am considered to be a tax resident according to international treaties on the exchange of financial account information. I also confirm that I have read and agree to abide by all "DSBC Financial Europe" UAB's Terms and Conditions.

### Privacy Statement

In order to be informed about the processing of your personal data, your rights and other important information regarding the security and use of your data at DSBC, please read the DSBC's Privacy Statement which is available on DSBC's website [www.dsbcf.com](http://www.dsbcf.com) as well as on the DSBCnet website: [www.dsbcnet.com](http://www.dsbcnet.com).

<b>Signature of the Customer</b>
<b>Name, surname:</b>
<b>Date:</b> /    /





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**FOR INTERNAL USE ONLY**

Applicant's CIF:	
Cardholder's CIF:	DSBCnet account name:
Account(s) to be linked with the Card:	

**“DSBC Financial Europe” UAB Validate & Approval**

DSBC validate staff name:	DSBC approval staff name:
Date: / /	Date: / /

FF00P12005V8

# TERMS AND CONDITIONS FOR "DSBC FINANCIAL EUROPE" UAB CURRENT ACCOUNT

## 1. Use of Your Account

### 1.1. Instructions

1.1.1. Regarding basic concepts, "You" or "your" means the person or people in whose name we have opened and maintained the Account and your Company if you have a Business Current Account with us. "We" or "us" means "DSBC Financial Europe" UAB.

1.1.2. We will act on your instructions in respect of your Account, unless we believe an instruction: has not been made by you; is ambiguous or unclear; is against the law; or has been made with fraudulent or criminal intent. We may also refuse to act on your instructions if we are required to for legal reasons or if you have broken the terms of your Agreement with us. We will get in touch with you as soon as possible if we have refused to act on your instruction, or held a payment instruction for a period of time, unless we are not allowed to for legal reasons. If you have authorized someone else to access and operate your Account (including any Third-Party Provider), we will need to see written evidence of this authorization before acting on their instructions.

1.1.3. By applying to open an Account with us, you confirm that: you are 16 years old or older; you are a resident in the European Countries; your Account is for personal use only; and this is your only Personal Current Account with us.

1.1.4. You will advise us if any of the confirmations mentioned above change or become false or misleading. You may deposit funds into your Account using Internet Banking Service, unless we agree otherwise in writing with you. If we ask you for further information (including tax information), you will provide us with this information as soon as possible. We will only ask for further information where it is necessary to be able to continue to operate your Account or is reasonable to do so in the circumstances.

### 1.2. Transactions into your Account

1.2.1. You can transfer or send funds into your Account via the Mobile App or Internet Banking. Funds paid into through the App will be credited to your Account immediately.

1.2.2. You can transfer or pay funds into your Temporary Account only one time at the moment you make the first funding transaction.

1.2.3. Every incoming fund must be used for a specific payment order. The payment order or supporting documents for a specific payment order will be required to provide "DSBC Financial Europe" UAB's staff before any incoming fund could be credited into your account with us.

### 1.3. Payments out of your Account

1.3.1. You must have enough money in your Account to cover the full amount of any payment you wish to make. If

you do not, we will normally refuse the payment.

1.3.2. When setting up a new payee in the App or Internet Banking, you must ensure all information provided is accurate and complete. If it is not, we may not be able to process a payment instruction to that payee or the payment may be delayed or fail to reach that payee. We will not be liable for any loss you suffer if you do not include all the necessary information for a new payee or if the information you provide is incorrect.

1.3.3. You are suggested to transfer the money within 02 weeks from the date of receipt of the incoming fund. The period of fund keeping without any payment order executed shall not be longer than 06 months in every case. If not, on the next business day after that 06-month period, your funds would be automatically transferred to the designated external account provided by you in the Application Form.

1.3.4. You are allowed to request to adjust or cancel the details of your Payment Order. However, the possibility of your request's fulfillment depends on the processing time and cut-off schedule when clearing payment orders in the SEPA Credit Transaction system.

1.3.5. The payment-cancellation request is solely for your interest and does not fall under any responsibility or liability of "DSBC Financial Europe" UAB. Therefore, we are not liable to any damage/ loss induced by your decision on adjusting/canceling their payment orders. You must be well-aware of that: after the Payment Order is authenticated, it will be executed at any later time according to the Processing Time and Cut-off Schedule when clearing payment in our SEPA Credit Transaction system which is designated by "DSBC Financial Europe" UAB, and you have no right to appeal under any circumstances.

1.3.6. If the Payment Order is cancelled/ adjusted due to unclear transactions and/or lack of documents, you will have to pay a cancellation/ adjustment fee, which will be deducted from your account. The fee for this cancellation/ adjustment is EUR 10 applied for both Personal and Corporate Accounts.

1.3.7. Regarding large transactions, "DSBC Financial Europe" UAB will charge a fee for checking documents and scanning KYC (Know-Your-Customer) compliance. This service fee is subject to change from time to time and more details are displayed on the Rates, Fees, and Charges sheet which is public on our website.

(URL: <https://www.dsbcf.com/personal-account/fees> for Personal Account and <https://www.dsbcf.com/corporate-account/fees> for Corporate Account).

### 1.4. International Payments

1.4.1. If you wish to make an International Payment through

the App, we will process this using the exchange rate and fees confirmed in the App at the time of making the payment. Other organizations are also involved in processing International Payments and we are not responsible for all stages of an International Payment. If we become aware that an International Payment has been rejected or delayed, we will try to help you retrieve the funds. If any funds are returned to you for any reason, they may need to be reconverted to € Euro and you may receive less than you originally paid.

1.4.2. You are allowed to request to adjust or cancel the details of your Payment Order. However, the possibility of your request's fulfillment depends on the processing time and cut-off schedule when clearing payment orders in the SEPA Credit Transaction system.

1.4.3. The payment-cancellation request is solely for your interest and does not fall under any responsibility or liability of "DSBC Financial Europe" UAB. Therefore, we are not liable to any damage/ loss induced by your decision on adjusting/canceling their payment orders. You must be well-aware of that: after the Payment Order is authenticated, it will be executed at any later time according to the Processing Time and Cut-off Schedule when clearing payment in our SEPA Credit Transaction system which is designated by "DSBC Financial Europe" UAB, and you have no right to appeal under any circumstances.

1.4.4. In case the Payment Order can be canceled/ adjusted (informed to clients by our back-office Staffs), you will have to pay a cancellation/ adjustment fee, which will be deducted from your account. The fee for this cancellation or adjustment is EUR 50.

#### 1.5. Payments made in error

1.5.1. If you suspect an incorrect or unauthorised payment has been made from your Account (for example, a direct debit which you previously cancelled), please get in touch with us immediately so we can assist as far as we can. If you have made a payment by mistake (for example, you use the wrong payee details), please let us know as soon as possible. We will try to help you recover the funds but we will not be liable for any loss you suffer.

1.5.2. If we make a payment into your Account by mistake, we will take out the same amount without asking for your permission but will let you know what has happened. If someone else tells us they have made a payment into your Account by mistake, we will check with you first before returning the funds. If you disagree, we will not return the funds to the payer, but we may put the payer's bank in contact with you directly.

#### 1.6. Monthly Maintenance Fee

1.6.1. We will apply a monthly service charge (paid in advance) for the maintenance of your DSBC Account. The amount and the timing of the Maintenance Fee will be set out in the Rates, Fees and Charges information sheet for

Personal and/or Corporate Account. The Maintenance Fee is non-refundable.

1.6.2. When the monthly Maintenance Fee is due, DSBC will automatically deduct the service fees from your Current Account. A negative Available Balance of your Account means that you incur a liability to DSBC for the corresponding amount. If you fail to pay off this Maintenance Fee by the due date, you will be subject to a late-payment overcharge fee which is 0.5% per day of the unpaid amount.

#### 1.7. Providing Information

We will provide you with: monthly statements in PDF format through the App; and a paper copy of our Agreement on request.

#### 1.8. Your Contact Details

You must keep your personal details (and details of your Company if you have a Business Current Account) up-to-date in the App. When we need to contact you, we will use the contact details we hold in the App. We will not be responsible for any losses you may incur as a result of us using contact details which are out of date.

## 2. Use of the App

### 2.1. Licence to use the App

We grant you a non-exclusive, non-transferable, royalty-free licence to use the App and software embedded in it to open and manage your Account. This licence will terminate immediately when you close your Account and delete the App.

### 2.2. Updates

We may make updates to the App from time to time. We will let you know when we plan to do so and for how long the App will be unavailable (if at all). If we have an emergency or need to do unplanned maintenance on the App, we will try to let you know as soon as possible. You must upgrade the App when we make new versions available. If you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the App may not work as intended. We are not responsible for the performance of the App on your phone if you do not update the App or your phone's operating system to the latest version available.

### 2.3. Things you must not do

2.3.1. Install the App on, or transfer the App to, anyone else's phone;

2.3.2. Translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the App or assist anyone else to do any of these things;

2.3.3. Use the App in any unlawful manner or in contravention of any term of your Agreement with us;

2.3.4. Collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from our systems;

2.3.5. Upload any content, which is or may be considered

violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any other person; or

2.3.6. Share your password, PIN or any other security detail, with any other person.

If you do anything which is prohibited under this paragraph, you may be responsible for any losses we suffer as a result

## 2.4. Security

When you download the App, you will be required to provide certain Security Information. You are responsible for keeping your phone, the App and the Security Information secure and confidential. You must let us know if you think anyone else has your Security Information or has otherwise managed to unlawfully access your Account. We will never ask you for your passcode, PIN or password, so you must not share these with other people, even if you think they work for us.

## 2.5. Deleting the App

You must not delete the App from your phone until all of your Accounts have been closed and any remaining funds have been returned to you.

## 3. Managing your Account

### 3.1. Checks

In order to continue to provide you with your Account, we carry out certain checks, including identity, fraud and credit checks, on a regular basis. We also update credit bureaus and other data sources from time to time in respect of your Account.

### 3.2. Tax Reporting

We are required to collect certain information about you and your Account in order to share this with the EU tax authorities and tax authorities in other countries. If we ask for any information from you, which is required for us to comply with our tax reporting obligations, you must provide this to us as soon as possible, otherwise we may need to close your Account. We may also be required to withhold certain funds from your Account and pay these to the relevant tax authorities in certain circumstances. We will let you know as soon as possible if we are required to do this.

### 3.3. Closing your Account

3.3.1. You can let us know if you wish to close your Account at any time by getting in touch with us. If you wish to close your Account, you must repay all amounts you owe us and delete the App from your phone. You will not be able to reopen your Account once it has been closed.

3.3.2. We may close your Account by providing you with two months' written notice of closure.

3.3.3. We may also close your Account immediately without notifying you at all if any of the following things happen: we suspect you are using your Account for criminal or fraudulent purposes or someone else is using your Account without your authority; we do not have sufficient

information to operate your Account or it turns out you were not entitled to open an Account in the first place; your behaviour towards our staff makes it difficult for us to deal with you (for example, you are threatening or abusive towards our staff); you are no longer entitled to have an Account with us or you do not accept any revised Agreement; you do not pay any, fees or charges on time; you go into bankruptcy, enter into an individual voluntary arrangement, have a debt relief order or trust deed lodged against you or enter into any other form of analogous circumstances; you die; or you break the terms of our Agreement in any way (including, in particular, if you do anything in the paragraph above entitled "Things you must not do").

3.3.4. If any of the events mentioned above happen, you are responsible for cancelling all payments in and out of your Account and deleting the App from your phone. On closure of your Account, if there are funds remaining in the Account, we will either transfer these on your instruction to an account with another bank or send a cheque to the address we hold for you at the time of closure. If you want to close your Account but still owe us money, we may keep your Account open and seek to recover the money from you using our standard recoveries procedures. On closure of your last Account with us, our Agreement will terminate. However, certain paragraphs of our Agreement will remain in force given their nature and context.

### 3.4. Liability

We accept liability where we act on a payment instruction and this is not received by your payee's bank, except where this is a result of your or your payee's bank's negligence (for example, if you included the wrong payee details). We also accept liability for any losses you may suffer as a result of us not complying with our obligations under our Agreement with you, or as a result of our negligence or fraud. We are not liable for any matters as far as the law permits except where we have accepted liability under the two paragraphs directly above. The matters for which we are not liable include the following:

3.4.1. Business losses incurred, including loss of profits, loss of business, business interruption or loss of business opportunity;

3.4.2. Losses incurred as a result of your inability to access the App;

3.4.3. Losses incurred as a result of you doing anything set out in paragraph entitled "Things you must not do" above;

3.4.4. Losses incurred as a result of using a third-party app on your phone in connection with a feature or service (for example, when sending a message via Settle Up);

3.4.5. Losses incurred as a result of abnormal or unforeseeable circumstances outside our reasonable control, including delays or failures caused by problems with another system or network, data processing failures, mechanical breakdown or industrial action;

3.4.6. Losses or costs incurred where a regulatory requirement means we must break our Agreement;

3.4.7. Losses incurred as a result of your negligence, fraud or breach of any of the terms of our Agreement; or

3.4.8. Losses incurred as a result of you sharing your information, Security Information or the App with any other person.

#### **4. General**

##### **4.1. Changing our Agreement**

We may make changes to your Agreement with us. We will either do this immediately if the changes are in your favour, or with at least two months' advance notice so you can consider the changes we have made. If you do not wish to accept any changes we may make, you can close your Account at any point before the new Agreement comes into force.

##### **4.2. Intellectual Property**

We own or licence all intellectual property rights in our brand and name, our software, the App and all related materials. No right (including intellectual property right) in these things will vest in you at any time.

##### **4.3. Set Off**

If you are in arrears or owe us any money for any reason, we may set off amounts you hold with us in any Account against the amounts you owe us. This means there will be less money available for you in your Accounts. We will only exercise this right where we consider it is reasonable to do so and, where practicable, once we have given you notice in advance.

##### **4.4. Miscellaneous**

If we do not insist that you perform your obligations under our Agreement, it does not mean you do not have to. If we choose not to exercise our rights immediately, this does not constitute a waiver of our rights and we may choose to do so at a later date. Each term of our Agreement operates independently and if any such term is deemed to be unlawful or unenforceable, this will not affect any other term of our Agreement. Our Agreement is governed by Lithuania law and the Lithuania courts will have exclusive jurisdiction to settle any dispute arising out of or in connection with our Agreement

##### **4.5. Our Rights**

We may reduce your Limit or cancel your registration entirely at any time on provision of written notice to you.

##### **4.6. Fraud or Suspicious Activity on your Account**

If you become aware of or suspect that there is unauthorized activity on your Account, you must get in touch with us immediately to let us know.

If you believe you have lost money as a result of fraudulent or other criminal activity on your Account, we may ask you to provide more information for us to assess how the losses have arisen and who is responsible. If we ask you for any such information, you must provide it as soon as possible in all circumstances.

# RULES OF ISSUANCE AND USE OF “DSBC FINANCIAL EUROPE” UAB PAYMENT CARD

## 1. Basic Concepts

“**Card**” means a payment instrument used to manage funds of the Client held on the Account. “**Cardholder**” means a natural person, whose data is imprinted on the card and who is granted by the Client the right to use the card to perform payment operations, withdraw cash, pay for goods or services at points of sale, or via the Internet and other media. The Cardholder and the Client may be the same person or two different persons. “**CVV2 number**” means a Card confirmation number; the last three numbers in the signature field on the backside of the Card. “**Institution**” means “DSBC Financial Europe” UAB or Services Provider of “DSBC Financial Europe” UAB Card processing. “**Identification tools**” means data of the Cardholder imprinted on the Card, Card number, CVV2 number, Card validity period, and PIN code. “**DECTA Limited**” is a fully licensed e-money institution, authorized by the FCA UK, which provides end-to-end solutions for payment processing, acquiring and card issuing for “DSBC Financial Europe” UAB.

## 2. General Provisions

- 2.1. The Card is issued to the Client (Cardholder), who has reached the age of 16 (a holder of an additional Card must reach the age of 13), owns a DSBC Financial Europe account, and has confirmed his/ her identity.
- 2.2. Card Account which is maintained by the Card Issuing Partner of “DSBC Financial Europe” UAB and Current Account held at “DSBC Financial Europe” UAB are two separate accounts. Cardholder (Client) shall understand the method to top-up payment cards by using a Current Account before using it.
- 2.3. Upon the Client’s confirmation of opening the “DSBC Financial Europe” UAB Payment Card, an amount of EUR 200 will be transferred to the Client’s Card Account from his/her Current Account. The Card Issuance Fee and monthly Maintenance Fee will be deducted from this fund and the remaining amount could be withdrawn to the Client’s Current Account following his/her request afterwards.
- 2.3. The Client shall pay fees for Card maintenance, payment operations, and other operations set by the Institution for Card issuance. By confirming the present Term of Services the Client gives irrevocable consent to automatically deduct fees from his/ her DSBC Financial Europe accounts.
- 2.4. The Client shall pay fees for Card maintenance, payment operations, and other operations set by the Institution for Card issuance. By confirming the present Term of Services the Client gives irrevocable consent to automatically deduct fees from his/ her “DSBC Financial Europe” UAB accounts.
- 2.5. The amount of money in the Client’s Card Account shall be

held in DECTA’s Master Account. DECTA will be fully responsible for this fund while “DSBC Financial Europe” UAB is just an intermediary who introduces customers to DECTA and receives commissions based on the Service Agreement between the two Parties.

## 3. Use of Card

- 3.1. The Card shall only be used by the person, whose name and surname are inscribed on the Card and who has signed on the Card.
- 3.2. The Cardholder can use the Card to settle for goods or services at points of sale labeled with MasterCard logo; to pay for goods or services on the Internet; to withdraw funds from ATMs labeled with MasterCard logo; and/or to pay for goods or services using contactless payment functionality in special places, marked with a sign of contactless payment, up to an amount not exceeding the amount of the transaction set for a particular card reader.
- 3.3. The currency of the Account is Euro. When the Client adds funds to the Account in a currency other than the currency of the Card Account, the currency is automatically converted according to the currency exchange rate of the Institution valid at that moment, which is constantly updated and published here. When the Client pays for goods or services by the Card at points of sale or withdraws funds in a currency other than the currency of the Card Account, fees set by the Institution are applied for the payment operation and currency exchange.
- 3.4. Standard limits set to the “DSBC Financial Europe” UAB Client by the Plan are applied to the Card of the Client, however, one payment operation by the Card cannot exceed 10,000 EUR.
- 3.5. When the transaction using the Card is executed, the amount of the payment operation is reserved on the “DSBC Financial Europe” UAB Account of the Client under rules of MasterCard association, including fees for the operation. Funds from the Account are deducted upon receipt of a message from the merchant or service provider about the completed payment.
- 3.6. Payment operations may not be executed if funds on the “DSBC Financial Europe” UAB Account are arrested or the right to manage the funds is limited; if the Card is blocked; if the amount of funds on the “DSBC Financial Europe” UAB Account is insufficient to perform the payment operation (including fees for the operation); if limits of the Card are exceeded; if the Card has expired. Payment operations may not also be executed if the Identification instruments are indicated incorrectly and/or the suspicion arises that the order to perform the payment operation has been submitted not by the Cardholder.
- 3.7. In case the Client does not pay fees for Card services in a



timely manner, payment operations may not be executed and the “DSBC Financial Europe” UAB Account of the Client will be first of all used to satisfy the requirements of the Institution under the present Term of Services or Supplement related.

3.8. It is forbidden to use the Card for illegal operations, including the purchase of goods/services prohibited or limited by the law or other legal acts.

3.9. The Institution I Issuer has the right to temporarily suspend the use of the Card due to important reasons.

3.10. If the Institution receives instructions from bailiffs and/or other institutions or officers who have the right to arrest or give instructions to compulsorily deduct monetary funds of the Client or terminate payment of monetary funds from the account of the Client, the Institution has the right to transfer funds on the Card Account of the Client to the “DSBC Financial Europe” UAB Account of the Client without separate notice and thus execute instructions of authorized persons and/or institutions.

3.11. Cardholder (Client) is responsible for topping up his/her Card Account which is maintained in good standing at the facility of “DSBC Financial Europe” UAB’s Card Issuing Partner under instructions of “DSBC Financial Europe” UAB in order to keep the card fully functional.

#### **4. Card Blocking**

4.1. The Cardholder (Client) may at any time block his/her Card by informing the Institution via phone/email or block the Card in his/her Internet Banking/DSBCnet Account.

4.2. The Institution has the right to block the Account (fully or partially suspend payment operations on the Account) and/or the Card (fully or partially forbid to use it), terminate the present Term of Services or Supplement, close the Account and apply other measures if the Cardholder (Client) does not comply with the conditions of the Use of Card, the Client has arrears to the Institution; and/or there are other reasons for such actions under the legislation of the General Agreement.

4.3. The Institution does not bear any liability for losses incurred by the Cardholder (Client) in case the Card has been blocked under the procedure set forth by the present Term of Services or Supplement.

4.4. “DSBC Financial Europe” UAB reserves the right to enact “Article 4.2” at any time when a notice from our Card Issuing Partner requesting us to follow.

#### **5. Requirements for Safe Use of the Card**

5.1. The Cardholder (Client) undertakes not to give the Card or reveal Identification tools to third persons, not allow and not create conditions for third persons to use the Card or Identification tools; to keep the Identification tools of the Card in secret (provision of the Card for the performance of the operation is not considered disclosure of the mentioned information); not to send the Card via mail neither in Lithuania nor abroad, as well as not to leave the Card in ATM after using it.

5.2. The Institution recommends memorizing the PIN code of the Card and the Identification tools and not writing them down on the Card, notebook, piece of paper, or elsewhere, not to enter them into a mobile phone, email, or other electronic means of communication.

#### **5.3. 3D SECURE TERMS**

5.3.1. Your Card/s is/are automatically enrolled for use with the “DSBC Financial Europe” UAB 3D Secure service upon online transactions with the Card. 3D Secure is a secure way of using your Card to make purchases on the internet with 3D-enabled Merchants. You are responsible to check and update the mobile phone numbers, to which your Card/s are linked, including the mobile phone numbers of other users, who you have authorized to use additional cards.

5.3.2. We shall send a notification, containing a One-time password (“OTP”) code to your linked Mobile phone for the respective Card, or via other means if applicable, each time you make a purchase online on a 3D-enabled Merchant’s virtual POS. 3D Secure is provided by the Member in association with Mastercard SecureCode™.

5.3.3. If you change any linked Mobile Phone Number/s, your address (including Your Email Address), or any of the particulars of the means in which you receive OTP codes, you must notify us immediately to ensure that our records are up to date and we are able to send the OTP. Notices under this condition should be sent to us as set out in the Communications and Notices part of the present Agreement.

5.3.4. You will be responsible for any fees or charges imposed by third parties in connection with your use of 3D Secure.

5.3.5. You hereby agree and confirm that where payment with 3D Secure was made using your Card, the insertion of an OTP Code shall be treated as your valid and irrevocable consent to comply with the payment instruction. You are responsible for all instructions sent using your OTP codes. You are responsible for ensuring that you keep your OTP codes secure and confidential. Further information about your

5.3.6. Availability of 3D Secure. We try to give a complete service at all times but do not guarantee it. We will not be responsible to you for any unavailability of 3D Secure or any malfunction.

#### **6. Other Terms and Conditions**

6.1. The Institution has the right to transfer the rights for the claim that arises from the present Supplement to other persons without separate consent from the Client, and deduct arrears of the Client and fees payable to the Institution from Accounts of the Client in “DSBC Financial Europe” UAB System.

6.2. The Client shall:

6.2.1. Notify the Institution immediately if the Client becomes aware that the Card is lost, stolen or otherwise compromised;

- 6.2.2. Provide the right contact data and precise address where the Card and notifications related to the Card will be sent (the address can be changed once in 90 days. In case of a need to change it more often, the Client shall contact the Institution). If the Client does not receive the Card, the Client shall inquire about the reasons;
- 6.2.3. Hold the responsibility for all arrears that arise while using the Card and immediately cover them;
- 6.2.4. Notify about the refusal of the Card 1 (one) month prior to the expiry of the Card, so that the Institution would not order a new Card or deduct fees;
- 6.2.5. Inform the Institution about his/ her wish to terminate the present Supplement and pay fees for refusal of Card prior to its expiry;
- 6.2.6. Ensure that the Cardholder acts in compliance with the present Supplement, General agreement, and other applied provisions, and hold the liability for all actions of the Cardholder;
- 6.3. The Client shall bear all losses related to Card use if they were incurred as a result of dishonest actions of the Client performed on purpose, due to gross negligence or in other cases stated by the legislation.

6.4. The Institution/ Issuer is not liable:

- 6.4.1. If a third party refuses to accept the Card or pay out cash, or the transaction with the Card cannot be confirmed due to actions of a third party;
- 6.4.2. Not receiving a payment confirmation when settling the Card due to reasons not depending on the Issuer or the Institution;
- 6.4.3. Provision of goods or services of poor quality by a third party to the Client, which were paid using the Card;
- 6.4.4. Indirect losses or damage incurred when using the Card;
- 6.4.5. Implementation of promotion or loyalty programs by third persons to the Client.
- 6.5. Cardholder (Client) is well-aware of the RULES OF ISSUANCE AND USE "DSBC FINANCIAL EUROPE" UAB PAYMENT CARD and agree to follow instructions from "DSBC Financial Europe" UAB to fully comply with the Terms and Conditions mentioned above.