

STANDARD TERMS AND CONDITIONS OF THE E-INVOICE AUTOMATIC PAYMENT SERVICE AGREEMENT

Applicable from 1 April 2018 for Danske Bank A/S Estonia branch and Danske Bank A/S Lithuania branch

1. GENERAL PROVISIONS

1.1. The Standard Terms and Conditions of the E-invoice automatic payment service agreement regulate a service, which allows Customer to give the Bank payment orders for the Payment of the E-invoices received.

1.2. The following definitions are used:

Account means the account opened by the Bank in the name of the Customer and specified in the Agreement.

Agreement means the E-invoice automatic payment service agreement, which contains the Special Terms and Conditions and the Standard Terms and Conditions. All amendments and annexes, if any, to the Agreement constitute an inseparable part of the Agreement. The General Conditions, the Standard Terms and Conditions for Provision of Payment Services and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.

E-invoice means the electronic invoice submitted by the Seller to the Customer via the Bank for the services provided or the goods sold.

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

Monthly limit means the maximum Payment amount specified by the Customer for the E-invoices submitted by the specific Seller to the extent the E-invoices can be paid in total to the Seller in a calendar month under this Agreement. In case the Customer initiates the payment manually, the payment amount can exceed the Monthly limit. In case the Customer will not choose the exact amount of the Monthly limit, it is displayed in banking systems as an amount determined by the Bank.

Payment means the payment executed by the Bank automatically under the details specified in the E-invoice made from the Account pursuant to the terms and conditions of the Agreement.

Payment Conditions mean the Bank's Standard Terms and Conditions for Provision of Payment Services.

Payment day means the day chosen by the Customer among the options given by the Bank in the Special terms and conditions of the Agreement and when the Bank shall make the Payment on the basis of the E-invoice.

Payment limit means a maximum amount specified by the Customer in the Agreement to the extent the Customer agrees to remit to the Payee in a single Payment and to the extent the Bank is authorised to initiate the single Payment. In case the Customer initiates the payment manually, the payment amount can exceed the Payment Limit. In case the Customer will not choose the exact amount for the Payment Limit, it is displayed in banking systems as an amount determined by the Bank.

Seller means the legal entity specified in the Agreement, selling goods or providing services and submitting E-invoices to the Customer pursuant to which the Payments are made.

Service Receiver Code means a unique identifier (e.g. reference number, customer number, agreement number) of the receiver of the goods or services named in the E-invoice.

Wait for funds period means the possibility of waiting for funds if there are insufficient funds in the Account, which is required for making the Payment on the Payment day. Wait for funds period is a period of time starting on the Payment day selected by the Customer until the calendar day following the due date of the Payment pursuant to the specific E-invoice. This period cannot be longer than 30 (thirty) calendar days from receipt of an E-invoice. The Account is checked automatically every day during this period in order to remit the specific E-invoice.

The other definitions used in the Standard terms and conditions of Agreement have the same meaning as set out in the General Conditions or in the Payment Conditions.

2. CONCLUSION OF AGREEMENT

2.1. The Agreement shall be concluded at the Bank's place of Service or via electronic channels acceptable to the Bank. If the Agreement is to be concluded at the Bank's place of Service, each Party will be

provided with a separate copy of the Agreement and all copies will have the same legal effect.

2.2. In order to conclude the Agreement, the Customer must have an Account opened with the Bank.

2.3. The Agreement will come into force after the Parties have agreed to its terms and conditions by signing the front page(s) of the Agreement (including details of the Parties, the Special terms and conditions of the Agreement and confirmation of the Parties) and shall remain in force for the term specified in the Agreement.

2.4. The Agreement applies only to the E-invoices received by the Bank after the Agreement has entered into force.

2.5. By signing the Agreement, the Customer agrees that the Bank is entitled to send the Customer's data and any data associated with the Agreement to the Seller or the other related parties for the purpose of performance of the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Bank shall execute the Payments in accordance with timely received E-invoices for which the due date of E-invoice specified in the E-invoices is not earlier than the Payment day chosen by the Customer and specified in the Agreement.

3.2. The Bank makes the Payments only in euros and only from the Account specified in the Agreement. In case of an insufficient euro balance in the Account the Bank shall not debit other accounts and shall not exchange the funds available in the Account in another currency into euros in order to make the Payment.

3.3. The Bank shall not make the Payment if the amount to be paid on the E-invoice exceeds the Payment limit or the amount of the Payment exceeds the Monthly limit.

3.4. If the Customer has chosen on Wait for funds period, the Bank checks the Account for sufficient funds every day specified in the definition of Wait for funds period and makes the Payment if sufficient funds are received in the Account at least on the last day of Wait for funds period before Cut-off time pursuant to the Payment Conditions.

3.5. The Bank has the right to determine the order of Payments if there are several E-invoices whose Payment day is the same and the amount held in the Account is not sufficient for making payment operations based on all E-invoices received.

3.6. When the Customer and the Bank have entered into more than one agreement, which provides the same Payment day, the Bank shall unilaterally make a decision on the order of executing Payments from the Account.

3.7. If the Bank receives the E-invoice during the term of the Agreement, but the Payment day is after expiry of the Agreement, the Bank is not to remit the E-invoice amount and not to make the Payment thereof.

4. FEES PAYABLE

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

4.2. By signing the Agreement, the Customer confirms to be aware of the circumstance that the Seller may specify in the E-invoice the account which is not opened with the Bank but opened with another payment service provider and agrees in the above case to pay all Service fees pursuant to the Price List.

4.3. The Bank is entitled to debit the Service fees from the Customer accounts opened with the Bank.

5. LIABILITY OF THE PARTIES

5.1. The Customer is liable for the accuracy of the data specified in the Special Terms and Conditions of the Agreement.

5.2. The Bank is not liable for the following:

5.2.1. The accuracy of the data specified in the E-invoice, including the amount payable and other contents of the E-invoice;

5.2.2. Failure to pay the E-invoice according to the deadline indicated therein or any other requirement deriving from the E-invoice (e.g.

penalties for late payment] when the Payment has been made pursuant to the Agreement;

5.2.3. Failure to pay the E-invoice since the E-invoice was not sent to the Bank or the E-invoice was sent to the Bank when Payment under the Agreement could not be made;

5.2.4. Failure to pay the E-invoice when the Payment was not made due to a lack of funds in the Account to pay the Service fees;

5.2.5. Failure to pay the E-invoice when the Payment was not made as the Payment limit or Monthly limit.

5.3. The Bank is not responsible for the correctness of the data contained in the E-invoices sent by the Seller and does not resolve the relevant complaints of the Customer. The Seller is responsible for the correctness of the contents of an E-invoice. The Bank is only responsible for making the Payment(s) according to the E-invoice and the terms and conditions of the Agreement.

6. AMENDMENTS TO THE AGREEMENT

6.1. The Bank is entitled unilaterally to amend the Standard Terms and Conditions of the Agreement by notifying the Consumer of any amendments at least 2 (two) months or 60 (sixty) days (depending on which period is longer) and by notifying the Customer who is not a Consumer of any amendments at least 1(one) month or 30 (thirty) days (depending on which period is longer) prior to the entry into force of such amendments according to the procedure established in the General Conditions.

6.2. If the Customer does not agree with the amendments, the Customer is entitled to terminate the Agreement by notifying the Bank thereof at least 5 (five) days in advance in writing or in another manner agreed in the Agreement before the respective amendments take effect and upon fulfilment of all the Customer's obligations arising from the Agreement.

6.3. If the Customer does not exercise its right to terminate the Agreement, the Customer will be deemed to have accepted the amendments made and declared that the Customer has no subsequent claims against the Bank in respect of the amendments to the Agreement.

7. EXPIRY AND TERMINATION OF AGREEMENT

7.1. The Bank may terminate the Agreement ordinarily, irrespective of reason, by notifying the Consumer at least 2 (two) months or 60 (sixty) days in advance (depending on which period is longer) and the Customer who is not a Consumer at least 1 (one) month or 30 (thirty) days in advance (depending on which period is longer) in the manner set out in the General Conditions.

7.2. The Customer may terminate the Agreement at any time by notifying the Bank at least 5 (five) days in advance in the manner set out in the General Conditions and by performing all obligations under the Agreement.

7.3. The Agreement expires automatically, i.e. without separate notification, if the Account specified in the Agreement is closed or when the Seller stops sending E-invoices to the Bank.

8. FINAL PROVISIONS

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

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

8.3. The General Conditions apply to issues not regulated by the Agreement.

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

8.5. The Agreement is governed by and construed in accordance with the legislation applicable at the Place of Service.

9. SPECIAL CONDITIONS APPLICABLE AT THE PLACE OF SERVICE ALONE

9.1. As regards the Services provided under this Agreement by Danske Bank A/S Lithuanian branch, the following special conditions apply:

9.1.1. The Consumer is entitled to request from the Bank repayment of the full amount of the Payment made, provided the following conditions are satisfied:

9.1.1.1. An exact amount of the Payment was not indicated during authorization of the Payment; and

9.1.1.2. The amount of the Payment is larger than the Consumer could reasonably expect in view of its previous expenses, the terms and conditions of the Agreement and other circumstances, except currency exchange when for the purpose of the Payment an exchange rate agreed between the Bank and the Consumer is applied. If the Consumer specifies the limit of such Payments (either for one Payment or several Payments executed within a certain period), such Consumer is deemed to have reasonable expectations in respect of the particular sum of such Payments.

9.1.2. The Consumer is not entitled to repayment under the above provisions if the Consumer received the E-invoice at least 4 (four) weeks before the date of execution of the Payment.

9.1.3. The Consumer may request the Bank to repay the sum of the Payment under the above provisions not later than 8 (eight) weeks after the execution of the Payment.

9.1.4. Upon receipt of the Consumer's request to repay the sum of the Payment, the Bank shall within 10 (ten) business days return the full amount of the Payment or provide the reasons for its refusal to repay such amount and the procedure of the appeal against such refusal. If the sum of the Payment is repaid to the Consumer, the fees paid by the Consumer for the execution of such Payments will not be refunded.

9.2. As regards the Services provided under this Agreement by Danske Bank A/S Estonia branch, the following special conditions apply:

9.2.1. If the Payment day is before 1. April 2018 agreed between 29-31 days of the month, than that date shall be automatically replaced with the 28-th day of the month.

9.2.2. An E-invoice automatic payment agreement concluded before the 1. April 2018 as for indefinite period, is deemed to be concluded after that date to 30 (thirty) years from the date of its conclusion.

9.2.3. If the Payment Date is before 1.april 2018 agreed as per receiving day of an E-Invoice, than that date shall be automatically replaced with the option Two days after receiving the E-invoice.