

# IRREVOCABLE TERM DEPOSIT AGREEMENT

## GENERAL TERMS AND CONDITIONS OF THE IRREVOCABLE TERM DEPOSIT AGREEMENT

### 1. KEY CONCEPTS

Terms defined in this Chapter shall be capitalized first in the text of the Agreement unless their meaning in the context is different from that defined in this Chapter.

**Bank** – Saldo Bank UAB, company code 305334925, registered office address Žalgirio st. 94-1, LT-09300, Vilnius.

**Deposit** – cash funds deposited with the Bank by the Client, which the Bank undertakes to return to the Client and to pay interest thereon in accordance with the terms and conditions specified in the Agreement.

**Client** – a natural person with whom the Bank has entered into an Agreement and who is specified in the Special Terms and Conditions of this Agreement.

**Annual Interest Rate** – the annual interest rate specified in the Special Terms and Conditions of the Agreement to be applied by the Bank in calculating the interest payable to the Client.

**Saldo Internet Bank** – a service of the Bank which is available online by logging into the site indicated in the Bank's website [www.saldo.com](http://www.saldo.com).

**Agreement** – this irrevocable term deposit agreement, consisting of the Special Terms and General Terms and Conditions, and all annexes, amendments, and supplements thereto, if any.

**Parties** – the Client and the Bank.

**Term** – the period of time for which the Client deposits the Deposit with the Bank as specified in the Special Terms and Conditions of this Agreement.

### 2. SUBJECT OF THE AGREEMENT

2.1. By this Agreement, the Bank undertakes to accept and return the irrevocable terminated Deposit from the Client and to pay the interest (if any) accrued thereon in accordance with the terms and conditions and in accordance with the procedure set out in the Agreement.

### **3. CONDITIONS FOR THE CONCLUSION OF THE AGREEMENT**

3.1. The Agreement is concluded remotely, by electronic means, with the Client confirming it with a qualified electronic signature or by other methods of confirming the Agreement acceptable to the Bank, as permitted by the laws of the Republic of Lithuania. An Agreement concluded by electronic means shall be treated as a transaction in writing and shall produce the same legal effects as an Agreement signed by the parties.

3.2. The Client must transfer the full amount of the Deposit to the Bank's account no later than within 10 calendar days from the moment of concluding this Agreement. The amount of the Deposit and the Bank's account number is specified in the Special Terms and Conditions of this Agreement.

3.3. A Deposit is considered to have been deposited from the moment the amount of the Deposit is credited to the Bank's account.

3.4. If the Client transfers to the Bank's account a smaller amount of the Deposit than provided for in the Special Conditions of this Agreement, the Bank shall return the transferred funds to the Client's personal account specified in the Special Terms and Conditions of this Agreement no later than within 7 calendar days, and the Agreement shall be deemed not to have been concluded. 7 cale

3.5. If the Client transfers to the Bank's account a larger amount of the Deposit than provided for in the Special Terms and Conditions of this Agreement, the difference between the amount transferred by the Client and the Deposit amount specified in the Special Terms and Conditions of this Agreement shall be returned to the Client's personal account specified in the Special Terms and Conditions of this Agreement within 7 calendar days.

3.6. The Deposit amount may not be lower than 500 Eur (five hundred euros) and may not exceed the maximum amount of the Deposit set by the Bank, i.e., 100 000 Eur (one hundred thousand euros), and the total amount of the Client's deposits in the Bank may not exceed 200 000 Eur (two hundred thousand euros). If the amount of funds transferred by the Client exceeds the maximum Deposit amount set by the Bank or the maximum total amount of the Client's

Deposits in the Bank, the part exceeding the maximum amount shall be returned to the Client's personal account specified in the Special Terms and Conditions of this Agreement within 7 calendar days.

3.7. The Client must transfer the Deposit funds from his/her account, the number of which is specified in the Special Terms and Conditions of this Agreement. If the Bank determines that the funds have been transferred without complying with the requirement set out in this clause, the Bank shall have the right to return such funds to the person who transferred them and to treat the Agreement as null and void. The funds are returned to the person who transferred them no later than within 7 calendar days counting from the date on which the funds were received.

3.8. During the term of this Agreement, the Client may not increase or decrease the Deposit amount. The Deposit cannot be withdrawn in installments.

3.9. The Bank has the right not to accept the Deposit or to terminate the concluded Agreement and not to pay accrued interest if, upon the Bank's request, the Client fails to provide documents or data, the submission of which is mandatory according to the legislation of the Republic of Lithuania. The Bank also has the right not to accept the Deposit if, at the time of conclusion of the Agreement, it turned out that the Client was incapacitated.

#### **4. PAYMENT OF INTEREST**

4.1. The Bank pays interest to the Client on the Deposit. The annual interest rate is specified in the Special Terms of this Agreement.

4.2. Interest is payable once during the term of the Agreement on the last day of the Term.

4.3. Interest shall begin to accrue on the day when the Deposit is credited to the Bank's account and shall continue to accrue until the day before the day on which the Deposit ends.

4.4. In the case specified in Clause 3.4 of this Agreement, when the Agreement is not concluded, the accrued interest is not paid to the Client.

4.5. Interest is calculated on the actual amount of the Deposit, assuming 365 days per year and the actual number of days per month.

4.6. At the end of the term, the accrued interest shall be credited together with the Deposit to the Client's account.

4.7. In the event of termination of the Agreement before the Maturity Date, no interest shall be payable on the Deposit unless otherwise provided in the Agreement or a separate agreement between the Parties.

## **5. DEPOSIT REFUND AND AUTOMATIC RENEWAL**

5.1. The Deposit is refundable to the Client upon expiry of the Term without an automatic renewal of this Agreement or termination of this Agreement before the Term.

5.2. The Deposit is returned on the last day of the Term and, in the event of termination of this Agreement, no later than within 7 calendar days, by transferring the Deposit funds to the Client's account specified in the Special Terms and Conditions of this Agreement. The Client has the right to submit a request to transfer Deposit funds to his/her personal account other than specified in the Special Terms and Conditions of this Agreement. This account must be the Client's personal account opened with a financial institution having the right to provide payment services in the Republic of Lithuania.

5.3. At least 14 and no more than 60 calendar days before the end of the Term, the Bank informs (by e-mail or through Saldo Internet Bank) the Client about the approaching expiry of the Agreement and the possibility to extend the Agreement. The Client may give consent for the automatic extension of the Deposit at any time during the Agreement's Term, including the moment of conclusion of the Agreement, via Saldo Internet Bank or by e-mail. The Client may also change or withdraw this consent at any time before the end of the Agreement's Term. Upon receiving the Client's consent, the Agreement is automatically extended for the same Term specified in the Special Terms and Conditions of this Agreement. The Term is extended for the Deposit amount together with accrued and unpaid interest. In case the Deposit amount together with the accrued and unpaid interest exceeds the maximum Deposit amount specified in Clause 3.6 of this Agreement or the maximum total amount of the Client's deposits in the Bank, the part exceeding the maximum amount shall be transferred to the Client's personal account specified in the Special Terms and Conditions of this Agreement within 7 calendar days, while the Term for the remaining amount is extended. There is no limit to the number of automatic renewals.

5.4. The Bank has the right to refuse to extend the Agreement if:

5.4.1. upon renewal of the Agreement, the terms and conditions of the Agreement do not comply with the terms and conditions for accepting deposits set by the Bank at that time (maturity, minimum deposit amount, interest rate, etc.);

5.4.2. the Client is deceased or incapacitated;

5.4.3. the Bank no longer accepts this type of deposit;

5.4.4. the Bank has received a request from bailiffs and/or other state authorities for the restriction of funds in accounts opened in the Client's name;

5.4.5. the Bank decides not to continue the business relationship with the Client due to a risk unacceptable to the Bank;

5.4.6. on other grounds laid down by law.

5.5. At the time of renewal of the Agreement, the Annual Interest Rate shall be automatically changed to the Annual Interest Rate applicable to deposits of the same type with the Bank on the date of the renewal of the Agreement as published on the Bank's website at [www.saldo.com](http://www.saldo.com). The start date of the new term of the renewed Deposit is the last day of the previous Deposit Term.

5.6. If during the term of the Agreement the Client does not express a wish to extend the Agreement, the Deposit, together with the accrued interest, shall be transferred to the Client's account in accordance with the procedure set out in Clause 5.2 of the General Terms and Conditions of this Agreement.

## **6. CHANGING THE TERMS OF THE AGREEMENT**

6.1. The Bank has the right to unilaterally change the terms of the Agreement by informing the Client 30 calendar days before the effective date of such changes by e-mail as specified in the Special Terms and Conditions of this Agreement or through Saldo Internet Bank.

6.2. The Bank is not entitled to unilaterally change the Maturity Date and the Annual Percentage Rate of Interest payable on the Deposit, which was fixed at the time of entering into the Agreement or at the time of renewal of this Agreement.

6.3. If the Client does not submit a written (or equivalent) request for termination of the Agreement within 30 calendar days from the date of the notification of changes, the Parties shall be deemed to have agreed to the new terms and conditions and the Client shall have no right to make any future claim or objection to such a change of the terms and conditions.

## **7. EXPIRATION AND TERMINATION OF THE AGREEMENT**

7.1. The Agreement expires upon the expiry of the Term set out in the Agreement or upon the termination of the Agreement by either Party before the Term.

7.2. Upon expiry of the Term specified in the Agreement, the Bank shall transfer the Deposit and accrued interest to the Client's personal account specified in the Special Terms and Conditions of this Agreement on the expiry date. The Client has the right to submit a request to transfer the Deposit funds to his / her personal account other than specified in the Special Terms and Conditions of the Agreement. This account must be the Client's personal account opened with a financial institution operating in the Republic of Lithuania.

7.3. Either Party has the right to terminate the Agreement before the Term on the grounds provided for in this Agreement and by law.

7.4. The Bank has the right to unilaterally terminate the Agreement before the Maturity Date in the following cases:

7.4.1. In the cases provided for in this Agreement and by law, by giving the Client 3 business days notice by e-mail or through Saldo Internet Bank. After termination of the Agreement, interest on the Deposit does not continue to accrue. The Bank shall return the Deposit to the Client no later than within 7 calendar days from the day of Agreement termination.

7.4.2. In the cases provided for in Clause 3.9 of the Agreement, by notifying the Client 3 business days in advance. In such case, the Bank returns the Deposit to the Client no later than within 7 calendar days from the day of Agreement termination. In the case described in this point, the Bank does not pay interest on the Deposit to the Client.

7.4.3. If the Bank finds that the Deposit was transferred not by the Client. In this case, the contract is terminated without prior notice and the funds are returned to the person who transferred them no later than within 7 calendar days. In this case the Bank does not pay interest on the Deposit to the Client.

7.5. The Client has the right to unilaterally terminate the Agreement in the following cases:

7.5.1. The Client does not agree with the Bank's unilateral changes to the terms of the Agreement. In this case, the Client must submit a written request to unilaterally terminate the Agreement. The Agreement shall be terminated no later than within 10 calendar days from the date of receipt of the request. In this case, the Bank returns the Deposit no later than 7 calendar days. In the event of termination of the Agreement under this clause, the Bank shall pay to the Client the interest accrued until the date of termination of the Agreement. No interest is charged or payable on the day of termination.

7.5.2. The Client shall exercise the right to withdraw from the Agreement within 14 calendar days from the date of conclusion of the Agreement by notifying the Bank at the e-mail address specified in the Special Terms and Conditions of this Agreement. In the case set out in this clause, the Bank does not pay interest on the Deposit to the Client. If the Client withdraws from the Agreement on the grounds provided for in this Clause, the Bank shall return the Deposit no later than within 7 calendar days.

7.5.3. The Client has the right to unilaterally terminate the Agreement in exceptional circumstances (loss of employment, serious illness, or the death of the Client, their spouse, child, or other close relative). In such cases, the Bank does not pay interest on the Deposit. If the Client terminates the Agreement on the grounds specified in this clause, the Bank shall return the Deposit no later than within 7 calendar days.

7.6. By a separate written agreement, the Bank and the Client may agree that in case of unilateral termination of the Agreement initiated by the Client, interest on the Deposit will be paid to the Client.

## **8. DISPUTE SETTLEMENT PROCEDURE**

8.1. Disputes arising out of this Agreement shall be settled by negotiation between the Parties.

8.2. If the Client considers that the Bank has violated his/her rights, he/she has the right to apply to the Bank by e-mail or phone specified in the Special Terms and Conditions of the Agreement and substantiate his/her claims. The Bank examines the received request free of charge and within 15 business days from the date of receipt of the request, the Bank shall provide the Client with a reasoned reply by e-mail to the Client's e-mail address specified in the Special Terms and Conditions of this Agreement. In exceptional cases when, due to circumstances beyond the

Bank's control, it is not possible to provide an answer within 15 business days, the Bank shall inform the Client by e-mail and indicate when the Client will receive an answer. In any event, a final response is provided to the Client no later than 35 business days after receipt of the request.

8.3. If a dispute cannot be settled by negotiation, it shall be settled in accordance with the Lithuanian law by applying to a court with jurisdiction over the dispute.

8.4. In case of the dispute, the Client (natural person) has the right to apply to the Bank of Lithuania at Žalgirio st. 90, LT-09303 Vilnius.

## 9. DATA PROTECTION

9.1. The Bank takes care of the protection of the Client's or its representatives personal data and privacy. During the provision of the irrevocable term deposit services, the Bank collects, uses and otherwise processes the Client's or his/her representatives data for these purposes: for the purpose of executing the Agreement; for the purpose of customer support; for the purposes of direct marketing and conducting surveys; for the purpose of fulfilling the Bank's obligations set in the applicable laws; other purposes, directly related to the executing the agreement.

9.2. The Bank processes, collects, uses, stores and otherwise processes the Client's and/or its representatives data as detailed in the data protection information provided in the Bank's privacy policy which is disclosed in the Bank's website - <https://www.saldo.com/lt-lt/legal/privatumo-politika/>.

9.3. The Client has a right to get acquainted with her/his personal data, amend it, ask for it to be deleted or restrict processing, a right not to agree with data processing and a right to data portability. Furthermore, the Client always has a right to cancel their consent for data processing with the purpose of direct marketing and conducting of surveys.

9.4. The Client must immediately notify the Bank in writing if the Client becomes aware that the Bank collects, uses, stores and otherwise processes any inaccurate or outdated personal data of the Client or its representatives, or the Client believes that the Bank collects, uses, stores and otherwise processes any personal data of the Client in violation of the requirements of legal acts.

9.5. The Client, who wishes to exercise her/ his rights, related to the processing of personal data, may contact the bank at: [dpo@saldo.com](mailto:dpo@saldo.com)

## 10. OTHER CONDITIONS OF THE AGREEMENT

10.1. Detailed information to the Client about the Deposit Insurance is set out in a separate Annex "Information to the Depositor", which is attached to this Agreement. By signing this Agreement, the Client confirms that he/she has read and agrees to the terms and conditions of the Bank's deposit insurance.

10.2. In this Agreement, the Client and the Bank agree that information about deposit insurance is provided to the Client by e-mail and/or through Saldo Internet Bank. If the Client does not use the Saldo Internet Bank service and does not have an e-mail address, the Parties agree that the Client is informed about deposit insurance by publishing information publicly on the Bank's website [www.saldo.com/lt-lt/](http://www.saldo.com/lt-lt/) and this, by agreement of the Parties, is considered an appropriate way of providing information.

10.3. The Client undertakes to pay the Bank for the services provided by the Bank in accordance with the Bank's fees in force at the time of the transaction, which is indicated on the Bank's website [www.saldo.com](http://www.saldo.com).

10.4. The Client is obliged to immediately inform the Bank of any change in his/her data (name, surname, place of residence, e-mail address, telephone number) or identity document data, as well as an account number.

10.5. If the last day of the Term/last day of the Agreement/cash transfer day is a holiday or public holiday, then the Deposit and accrued interest shall be credited to the Client's personal account on the first Business Day following the holiday or public holiday.

## 11. FINAL PROVISIONS

11.1. The Client agrees to receive information about the performance of the Agreement by post, email, telephone, short messages (SMS) if these contacts are specified in the Agreement, and also Saldo Internet Bank

11.2. The Client may not assign its rights and obligations under this Agreement to any third party.

11.3. The Client guarantees that all documents and information provided to the Bank are correct and true. If the information provided by the Client is found to be incorrect, the Client shall be liable to compensate the Bank for any losses incurred by the Bank as a result of the use of incorrect/false information.

11.4. The Bank and the Client shall each have one copy of the Agreement with equal legal force.

**Bank****Client**

This Agreement on behalf of Saldo Bank  
is signed automatically.