

APPROVED
by Resolution No 03-204 of the
Board of the Bank of Lithuania
of 22 December 2015
(as amended by Resolution
No 03-102 of the Board of the
Bank of Lithuania
of 30 May 2023)

REGULATIONS ON THE CONCLUSION OF THE ADDRESSABLE BIC HOLDER AGREEMENT OF THE PAYMENT SYSTEM CENTROLINK OF THE BANK OF LITHUANIA

CHAPTER I GENERAL PROVISIONS

1. The Regulations on the Conclusion of the Addressable BIC Holder Agreement of the Payment System CENTROLink of the Bank of Lithuania (hereinafter – Regulations) shall lay down requirements for payment service providers wishing to enter into an agreement with the Bank of Lithuania on the use of services of the payment system CENTROLink of the Bank of Lithuania (hereinafter – System) as addressable BIC holders, i.e. through the Bank of Lithuania, the direct system participant (hereinafter – Addressable BIC Holder Agreement). The Regulations shall also lay down the procedure for submitting a request and documents related thereto to the Bank of Lithuania, their processing as well as concluding the Addressable BIC Holder Agreement.

2. The Regulations have been prepared in line with the provisions of Article 8(1)(4) of the Republic of Lithuania Law on the Bank of Lithuania in order to provide payment service providers that meet the requirements laid down in the Regulations with the opportunity to participate in the System and thus encourage payment service providers to improve the quality of payment services and shorten the duration of payment execution. Requirements for payment service providers that have the right to conclude the Addressable BIC Holder Agreement with the Bank of Lithuania shall be laid down in the Regulations in order to encourage stable and efficient operation of payment systems and thus enhance the stability of the financial system, as well as to ensure the security of the System, stability of its operation and to allow maximum management of risks that may arise for the Bank of Lithuania due to the conclusion of Addressable BIC Agreements.

3. The Regulations shall apply to payment service providers wishing to conclude an Addressable BIC Holder Agreement with the Bank of Lithuania.

4. Integral parts of the Regulations:

4.1. Addressable BIC Holder Agreement form (Annex 1);

4.2. Capacity Opinion (Annex 2);

4.3. Country Opinion (Annex 3);

4.4. System service fees and the description of the procedure for payment for provided services (Annex 4);

4.5. Registration form of an addressable BIC holder (Annex 5).

5. The following terms shall be used in the Regulations:

5.1. **Addressable BIC holder (ABIC holder)** – a company (payment service provider) indicated in the Special Part that wishes to connect to the System through the direct System participant – the Bank of Lithuania;

5.2. **General Part** – a part of the Agreement that sets forth general terms and conditions of the Agreement applicable to all addressable BIC holders operating in the System through the Bank of Lithuania, notwithstanding the date of the conclusion of the Agreement;

5.3. **BIC** – a bank identification code issued by SWIFT to financial institutions or other entities;

5.4. **FC account** – account of customer funds to secure the fulfilment of obligations arising from payment orders according to SCT and SDD scheme;

5.5. **FC Inst account** – account of customer funds to secure the fulfilment of obligations arising from payment orders according to SCT Inst scheme;

5.6. **Bank of Lithuania** – the central bank of the Republic of Lithuania operating as the direct System participant and providing intermediation services for System participants;

5.7. **account of own funds (FC2)** – account managed by the Bank of Lithuania which holds financial collateral to secure the fulfilment of obligations related to the services provided by the Bank of Lithuania, liabilities to the Bank of Lithuania and other expenses of the Bank of Lithuania incurred due to the ABIC holder, as well as to secure the fulfilment of payment orders on behalf of the ABIC holder;

5.8. **System** – the payment system CENTROLink of the Bank of Lithuania;

5.9. **System Rules** – the Operating Rules of the Payment System CENTROLink of the Bank of Lithuania approved by the resolution No. 03-204 of the Board of the Bank of Lithuania of 22 December 2015 on the approval of the rules for the conclusion of the addressable BIC holder agreement of the payment system CENTROLink of the Bank of Lithuania;

5.10. **Special Part** – an integral part of the Agreement, in which individual data related to the ABIC holder and other terms and conditions agreed by the ABIC holder and the Bank of Lithuania are indicated;

5.11. **Agreement** – the Addressable BIC Holder Agreement that is comprised of the General Part and the Special Part. The General Part and the Special Part shall comprise a single, integral and indivisible document, shall not be effective individually and may not be interpreted or construed separately;

5.12. **date of entry into force of the Agreement** – the date indicated in the Special Part of the Agreement, at which the Agreement comes into force;

5.13. **Party** – the Bank of Lithuania or the ABIC holder.

6. Other terms used in the Regulations shall coincide with terms in the Operating Rules of the Payment System CENTROLink of the Bank of Lithuania (hereinafter – Rules).

CHAPTER II REQUIREMENTS FOR PAYMENT SERVICE PROVIDERS WISHING TO BECOME AN ADDRESSABLE BIC HOLDER OF THE BANK OF LITHUANIA

7. A payment service provider which may become an addressable BIC holder of the Bank of Lithuania – the direct System participant – is that which:

7.1. may become a direct System participant following the procedure established in the System Rules; or

7.2. is a payment institution established in the European Economic Area, as laid down in Article 4(4) of Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC (hereinafter – payment institution), or an electronic money institution, as laid down in Article 2(1) of Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit of and prudential supervision of the business of electronic money institutions amending Directives 2005/60/EC and 2006/48/EC and repealing Directive 2000/46/EC (hereinafter – electronic money institution); or

7.3. is a payment or electronic money institution established in the non-European Economic Area, operating in the Republic of Lithuania in accordance with the procedure provided for by legal acts;

7.4. is a credit, payment or electronic money institution established in a non-European Economic Area country, but included in the list of companies that adhere to the SEPA Schemes by the European Payments Council.

8. The payment service provider wishing to become an addressable BIC holder of the Bank of Lithuania, the direct System participant, must meet the following requirements:

8.1. have an identification code (BIC) in accordance with ISO 9362:2014 standard "Banking. Banking communication messages. Business Identifier Code (BIC)";

8.2. identify the number of its accounts and the accounts of its customers in accordance with ISO 13616-1:2020 standard "Financial services. International bank account number (IBAN). Part 1: Structure of the IBAN";

8.3. have the hardware and system software installed and perform the testing procedures proving their readiness for operation according to the requirements indicated in the technical documentation of the System;

8.4. have sufficient technological resources of the system, and the systems and procedures for the management of operational risk;

8.5. have sufficient and effective legal and organisational measures for ensuring the prevention of money laundering, terrorist financing and fraud and for the implementation of international sanctions, and have put in place supporting and properly documented procedures;

8.6. have digital signature certificates issued to authorised persons by the electronic certification system of the Bank of Lithuania;

8.7. inform their customers that their personal data included in the payment orders and payment handling instructions will be processed within the System.

8.8. beneficiaries and members of the management body must be of good repute. Members of the management body and anti-money laundering compliance officers must also possess the qualifications and experience necessary to properly perform their duties. When assessing the reputation of beneficiaries and members of the management body the provisions of Article 34(12) and (13) of the Law of the Republic of Lithuania shall apply *mutatis mutandis*;

8.9. not pose payment, operational, activity and reputational risks to the System with their activities.

9. It shall be considered that a payment service provider that is an addressable BIC holder or seeking to become one, has sufficient resources and means indicated in subparagraph 8.4 of the Regulations if its right to provide payment services was not terminated, suspended or limited, or, over the last 12 months, the Addressable BIC Holder Agreement concluded with them was not terminated, or they, members of their management body or their beneficiaries were not penalised for improper operational risk management, or no investigations relating to potential participants, members of their management body or beneficiaries are being conducted.

10. It shall be considered that a payment service provider, submitting a request to register it in the System as an addressable BIC holder operating through the Bank of Lithuania, agrees that the Bank of Lithuania has the right to receive information from a competent authority monitoring the activity of the payment service provider or from a respective branch of a competent authority, necessary to make sure that the payment service provider meets the requirements laid down in the Regulations.

CHAPTER III SUBMISSION OF A REQUEST TO THE BANK OF LITHUANIA

11. A payment service provider wishing to register in the System as an addressable BIC holder operating through the Bank of Lithuania, the direct System participant, must:

11.1. provide to the Bank of Lithuania a duly completed request (Annex 5 to the Regulations) for concluding the Addressable BIC Holder Agreement;

11.2. provide to the Bank of Lithuania copies of documents of establishment and other documents certifying the right of the payment service provider to provide payment services;

11.3. provide a Capacity Opinion (if such opinion has not been previously provided) presented in Annex 2 to the Regulations according to a sample form and, if the payment service provider is established in the non-European Economic Area – a Country Opinion presented in Annex 3 to the Regulations. The Country Opinion should not be submitted if the ABIC holder is established at the United Kingdom or if the Bank of Lithuania does not have a valid legal opinion on that country at that time.

11.4. provide the completed KYC questionnaires and additional information requested by the Bank of Lithuania;

11.5. provide, at a request of the Bank of Lithuania, the conclusions of an independent external audit on money laundering, fraud and terrorist financing prevention and the implementation of international sanctions, and, in case activities are not yet performed, an official letter with a commitment to conduct such audit and provide such audit report no later than within 6 months from connecting to the System. The choice of the audit company must be agreed on with the Bank of Lithuania.

12. If information referred to in paragraph 11 of the Regulations has not been previously provided to the Bank of Lithuania, the payment service provider must indicate in the request the date when these documents and data were presented to the Bank of Lithuania, as well as confirm that the data has not changed. The payment service provider must update the data that changed and, if the Bank of Lithuania requires, provide additional documents and information.

13. The Bank of Lithuania shall be furnished with original documents or their scanned copies. The Bank of Lithuania may also be furnished with documents, together with the mark of authenticity of a legal entity of the Republic of Lithuania that prepared or received the

documents, that are documented in line with the procedure established in the Rules for Preparation of Documents approved by Order No V-117 of the Office of the Chief Archivist of Lithuania of 4 July 2011. The Bank of Lithuania may require submitting the original documents, their notarised statements, extracts or copies, where appropriate. Documents presented to the Bank of Lithuania must be in Lithuanian or English (or translated to these languages with the translator's confirmation mark); however, the Bank of Lithuania reserves the right to require presenting all documents in Lithuanian at any time.

14. Documents developed and/or issued in foreign states and furnished to the Bank of Lithuania should comply with the requirements set forth in paragraph 13. If necessary, the Bank of Lithuania may request the submission of documents bearing the mark APOSTILLE, except in cases provided for by laws and international treaties.

15. The Bank of Lithuania shall have the right to ask the competent authority monitoring the activity of the payment service provider or a respective branch of a competent authority to present an opinion on whether the payment service provider wishing to register in the System as an addressable BIC holder has implemented appropriate measures ensuring that the respective payment service provider is in accordance with the conditions laid down in paragraph 8 of the Regulations, or ask the payment service provider to provide the independent auditor's report on whether the payment service provider is in line with the conditions set forth in subparagraph 8.5 of the Regulations.

16. If documents presented to the Bank of Lithuania are defective in terms of content or form or not all documents necessary to make the decision have been presented, the Bank of Lithuania shall have the right to demand to eliminate the deficiencies and/or present the missing documents. Furthermore, the Bank of Lithuania shall have the right to require additional documentation and information, necessary for making a decision. Where the Bank of Lithuania requests additional documents and information or the payment service provider submits additional documents or information at its own initiative, the time limit of consideration of the application and taking of the decision shall be calculated from the receipt of the additionally requested documents and information or of the documents and information additionally submitted by the payment service provider.

17. The Bank of Lithuania must examine the documents presented, arrive at a decision regarding the conclusion of an Addressable BIC Holder Agreement with the respective payment service provider, and give a written notice to the person who submitted the request within 30 calendar days from the receipt of the request in accordance with the provisions of paragraph 16 of the Regulations.

18. The Bank of Lithuania shall refuse to conclude the Addressable BIC Holder Agreement with the payment service provider if:

18.1. documents submitted by the payment service provider are not in line with the requirements laid down in the Regulations, other Bank of Lithuania legal acts or documents regulating operations of the System, not all data indicated in the Regulations or additionally required has been submitted or it is incorrect;

18.2. the payment service provider is not in line with the requirements laid down in the Regulations, or the competent authority monitoring the activities of the payment service provider or a respective branch of a competent authority presents an opinion that the measures implemented by the payments service provider are not sufficient to ensure that this payment service provider is line with the conditions laid down in paragraph 8 of the Regulations;

18.3. there is sufficient ground to believe that pecuniary interests of the users of payment services will be violated or the stability, soundness or reputation of the System or the Bank of Lithuania will be compromised if an Addressable BIC Holder Agreement will be concluded with the payment service provider;

18.4. the payment service provider, members of the management body and beneficiaries are subject to international sanctions imposed by the European Union, the United Nations, other international organisations;

18.5. executes or intends to execute very few payments or the projected volumes of payments is not justified.

CHAPTER IV CONCLUSION OF THE AGREEMENT

19. Having made a decision to conclude the Addressable BIC Holder Agreement with the payment service provider, the Bank of Lithuania shall notify the provider about it within 5 business days, suggesting a period of time for testing.

20. Having received a notification from the Bank of Lithuania about the decision to conclude the Addressable BIC Holder Agreement, the payment service provider must:

20.1. authorise the Bank of Lithuania to represent it in STEP2, RT1 or other clearing systems in line with SEPA requirements, in which the Bank of Lithuania is the direct participant;

20.2. join the SEPA Credit Transfer Scheme Agreement and/or the SEPA Core Direct Debit Scheme Agreement and/or the SEPA Instant Credit Transfer Adherence Agreement by registering with the European Payments Council;

21. Upon receiving a positive testing result, the Bank of Lithuania shall conclude with the payment service provider an Addressable BIC Holder Agreement, the form of which is presented in Annex 1 to the Regulations.

CHAPTER V

REQUIREMENTS TO ADDRESSABLE BIC HOLDERS WISHING TO CONNECT TO TARGET-LIETUVOS BANKAS AND THE PROCEDURE FOR THEIR CONNECTION AND REMOVAL

22. Payment service providers having the status of addressable BIC holder in the System shall have access to TARGET-LIETUVOS BANKAS if:

22.1. such payment service providers cannot become direct or indirect participants of TARGET;

22.2. such payment service providers participate in the System's SEPA instant credit transfer scheme and have provided to the System and received from the System more than one million SCT *Inst* payment orders annually;

22.3. such payment service providers, their directors or beneficiaries have not been subject to any sanctions for inadequate operational risk management, or inadequate compliance with anti-money laundering, anti-terrorist financing, anti-fraud and anti-sanctions, or inadequate compliance with the implementation of international sanctions in the past 24 months, and are not the subject of any ongoing investigations, and have provided a supporting statement, issued not earlier than three months ago by the relevant supervisory authority. .

22.4. they adequately comply with anti-money laundering, anti-terrorist financing, anti-fraud and international sanctions requirements and have effective controls in place in these areas, and provide evidence of this in the form of an audit report, carried out by independent auditors no more than 6 months ago;

22.5. meet all the other conditions laid down in paragraph 8 of the Regulations.

23. The Bank of Lithuania, having received a request for access to TARGET-LIETUVOS BANKAS, and having assessed compliance with the requirements, registers such a System's addressable BIC holder in TARGET-LIETUVOS BANKAS as the TARGET addressable BIC holder.

24. The TARGET addressable BIC holder can submit payment orders to TARGET2 and receive them on those days when TARGET is operational.

25. The Bank of Lithuania is entitled to remove the TARGET addressable BIC holder from TARGET if they are no longer in line with the conditions indicated in paragraph 22 of the Regulations.

26. For services provided by TARGET-LIETUVOS BANKAS, the TARGET addressable BIC holders must pay the Bank of Lithuania in accordance with the procedure established in Annex 4 of the Regulations.

CHAPTER VI

FINAL PROVISIONS

27. When the Bank of Lithuania makes a decision to conclude the Addressable BIC Holder Agreement, the request and other documents presented shall not be surrendered and shall be retained in the documentary file of financial market participants. If a decision is taken not to conclude the Addressable BIC Holder Agreement, the request and other documents presented may be surrendered upon the written request of the payment service provider.

28. The payment service provider that concludes the Addressable BIC Holder Agreement with the Bank of Lithuania must notify the Bank of Lithuania about any changes in information presented to the Bank of Lithuania following the Regulations.

29. The Addressable BIC Holder Agreement shall expire according to the procedures thereof.

Annex 1 to
the Regulations on the Conclusion of
the Addressable BIC Holder Agreement
of the Payment System CENTROLINK of
the Bank of Lithuania

GENERAL PART OF THE ADDRESSABLE BIC HOLDER AGREEMENT

Vilnius

The Bank of Lithuania seeking to provide intermediation services for payment system participants and the company (payment service provider) indicated in the Special Part seeking to connect to the System and use intermediation services for payment system participants have concluded this Addressable BIC Holder Agreement under the terms and conditions set forth below.

I. GENERAL PROVISIONS

1. Terms used in this Agreement:

1.1. **ABIC holder** – a company (payment service provider) indicated in the Special Part that wishes to connect to the System through the direct System participant – the Bank of Lithuania;

1.2. **General Part** – a part of the Agreement that sets forth general terms and conditions of the Agreement applicable to all ABIC holders operating in the System through the Bank of Lithuania, notwithstanding the date of the conclusion of the Agreement.

1.3. **BIC** – a bank identification code issued by SWIFT to financial institutions or other entities;

1.4. **Financial institution code (FIC)** – a code issued by the responsible institution to ABIC holder, which is a component of IBAN format account according to the standard ISO 13616-1:2020. Financial services – International bank account number (IBAN) – Part 1: Structure of the IBAN and uniquely identifies the financial institution and (when applicable) the financial institution's branch;

1.5. **financial collateral** – funds in euro transferred to the account of customer funds or to the account of own funds, which are financial collateral according to a security financial collateral arrangement and which secure the fulfilment of obligations of the ABIC holder to the Bank of Lithuania arising according to the Agreement or the System Rules

1.6. **formal dialogue** – a formal meeting of the ABIC holder and representatives of the Bank of Lithuania (a cycle of meetings) to discuss any issues arising in the activities of the ABIC holder and affecting the stability, reliability and reputation of the System;

1.7. **account(s) of customer funds** – account managed by the Bank of Lithuania which holds financial collateral used to secure the fulfilment of the System participant's obligations in relation to the System arising from SCT, SDD payment orders (FC account) and SCT *Inst* payment orders (FC *Inst* account);

1.8. **FC account** – account of customer funds to secure the fulfilment of obligations arising from payment orders according to SCT and SDD scheme;

1.9. **FC *Inst* account** – account of customer funds to secure the fulfilment of obligations arising from payment orders according to SCT *Inst* scheme;

1.10. **Bank of Lithuania** – the central bank of the Republic of Lithuania operating as the direct System participant and providing intermediation services for System participants;

1.11. **minimum amount of financial collateral** – an amount that should be held in the FC account or the account of own funds (FC2) (if established) throughout the entire period of validity of the Agreement;

1.12. **account of own funds (FC2)** – account managed by the Bank of Lithuania which holds financial collateral to secure the fulfilment of obligations related to the services provided by the Bank of Lithuania, liabilities to the Bank of Lithuania and other expenses of the Bank of Lithuania incurred due to the ABIC holder, as well as to secure the fulfilment of payment orders on behalf of the ABIC holder;

1.13. **System** – the payment system CENTROLINK of the Bank of Lithuania;

1.14. **System Rules** – the Operating Rules of the Payment System CENTROLink of the Bank of Lithuania approved by the resolution No. 03-204 of the Board of the Bank of Lithuania of 22 December 2015 on the approval of the rules for the conclusion of the addressable BIC holder agreement of the payment system CENTROLink of the Bank of Lithuania;

1.15. **Special Part** – an integral part of the Agreement, in which individual data related to the ABIC holder and other terms and conditions agreed by the ABIC holder and the Bank of Lithuania are indicated;

1.16. **Agreement** – this Addressable BIC Holder Agreement that is comprised of the General Part and the Special Part. The General Part and the Special Part shall comprise a single, integral and indivisible document, shall not be effective individually and may not be interpreted or construed separately;

1.17. **date of entry into force of the Agreement** – the date indicated in the Special Part of the Agreement, at which the Agreement comes into force;

1.18. **Party** – the Bank of Lithuania or the ABIC holder.

2. Other terms used in the Agreement shall have the same meaning as respective terms indicated in the System Rules.

II. SUBJECT MATTER OF THE AGREEMENT, RIGHTS AND OBLIGATIONS OF THE PARTIES

3. With the Agreement, the Bank of Lithuania, the direct System participant, shall allow the ABIC holder indicated in the Special Part to provide payment orders to the System and receive payments from the System.

4. The ABIC holder shall pay to the Bank of Lithuania for the services provided according to the Agreement in accordance with the procedure established in Annex 4 to the Regulations.

5. The payment for the System's services established in Annex 4 to the Regulations shall be deducted from the financial collateral held in the account of own funds (FC2) in accordance with the procedure established in Annex 4 to the Regulations;

6. As of the date of the entry into force of the Agreement established in the Special Part, the ABIC holder shall be registered in the System through the direct System participant – the Bank of Lithuania – and shall assume the following rights related thereto according to the Agreement:

7. The ABIC holder shall be entitled:

7.1. to receive consultations from the Bank of Lithuania when seeking to connect to the System and use its services;

7.2. to get acquainted with the System's technical documentation required for the provision of payment services;

7.3. seeking efficient cooperation with the Bank of Lithuania and smooth technical integration with the process of the CENTROLink system, to outsource technical integration, consultancy and legal services, to which they undertake to apply no less stringent requirements for the protection of confidential information than are applied to the ABIC holder in relevant agreements with the Bank of Lithuania (responsibility for improper management of confidential information by outsourcers lies with the ABIC holder);

7.4. to have a technical interface with the System as well as send and accept payment orders itself;

7.5. to receive real-time information on the netting of payment orders submitted by other System participants where it is indicated as a creditor;

7.6. to monitor in real time the balance of its financial collateral and the information on the total amount of the expected inflows;

7.7. according to debit payment orders sent to the System and as a debtor, to receive information about them immediately and provide R-Messages to the System on the rejection of such payment orders;

7.8. after each clearing procedure, it may receive the information on the netting of its payment orders submitted to the System before the start of such a procedure and on the netting of payment orders submitted to the System by other System participants, in which the System participant is indicated as a creditor, as well as the expected inflows;

7.9. after business hours of the System, to obtain the information on payment orders submitted to the System by the ABIC holder which have been rejected due to insufficient balance in the accounts of customer funds to settle the resulting net obligation of the ABIC holder;

7.10. in accordance with the procedure set out in the Agreement, to obtain from the Bank of Lithuania the information on the fee calculated for the services provided;

7.11. if an error in the calculation of the fee amount is ascertained, to request its correction;

7.12. after submitting a request, to have more than one account of customer funds or account of own funds, if the ABIC holder has more than one BIC;

7.13. to terminate this Agreement in accordance with the terms and procedure indicated therein.

8. The ABIC holder does not have a right to assign to other parties the rights and/or obligations arising from the Agreement, including, but not limited to, the assignment of FIC to a third party.

9. The Bank of Lithuania shall be entitled:

9.1. to receive payment for the intermediation services provided according to the Agreement;

9.2. to receive information from the ABIC holder on its preparation to execute the Agreement, the number and size of operations that it intends to perform and other information related to the provision of services without which the Bank of Lithuania cannot ensure quality of the provision of services;

9.3. to receive information on the members of the beneficiaries, subsidiaries and parent companies of the ABIC holder, members of their management bodies, anti-money laundering officials, the reputation of these entities and other information to make sure that the ABIC holder does not pose reputational risk to the System and the Bank of Lithuania;

9.4. to request the ABIC holder to provide data on its compliance with the requirements on the prevention of money laundering and terrorist financing and the implementation of the international sanctions (including the right to request to provide an independent audit report on the ABIC holder's compliance with the requirements on the prevention of money laundering and terrorist financing and the implementation of the international sanctions);

9.5. to restrict the ABIC holder's rights to submit and receive payment orders, if:

9.5.1. such activity poses an overall risk to the System;

9.5.2. such activity poses reputational or operational risk to the Bank of Lithuania;

9.5.3. the established minimum financial collateral is not available in the account of customer funds or own funds;

9.5.4. when the ABIC holder becomes insolvent or when it becomes known that the ABIC holder will become insolvent in the nearest future;

9.5.5. if there are suspicions that the ABIC holder improperly complies with the requirements on the prevention of money laundering, fraud and terrorist financing or the enforcement of the international sanctions, provides incomplete data or otherwise avoids to provide comprehensive data on the compliance with such requirements;

9.5.6. if it becomes evident that the information provided by the ABIC holder to the Bank of Lithuania prior to the conclusion of the Agreement does not correspond to reality or not all information requested by the Bank of Lithuania was presented and, having known that information, the Bank of Lithuania would not have concluded the Agreement with the ABIC holder or would have concluded it under other terms;

9.5.7. the ABIC holder does not comply with obligations established in the Agreement;

9.5.8. the ABIC holder is in breach of the requirements laid down in the Regulations, Agreement and other legal acts regulating the System's operation;

9.6. unilaterally set and change the minimum amount of financial collateral to each account of customer funds or own funds by notifying the ABIC holder about it and indicating reasons for such change at least 7 calendar days in advance of such change;

9.7. to restrict the ABIC holder's ability to dispose of financial collateral, if the resolution of the Board of the Bank of Lithuania on the application of enforcement measures to the ABIC holder becomes effective or in other cases envisaged by the laws;

9.8. to debit funds of the ABIC holder in the cases envisaged in the Agreement, the System Rules and the legal acts;

9.9. to provide to another SEPA payment system information on the reachability of the ABIC holder;

9.10. to outsource the provision of services related to the Agreement without prior notification of the ABIC holder about it;

9.11. to invite the ABIC holder for a formal dialogue if the holder is or was subject to enforcement measures of the supervisory authorities, or the Bank of Lithuania has grounds to believe that the ABIC holder fails to adequately implement the requirements for the prevention of money laundering, terrorist financing and fraud and for international sanctions;

9.12. to amend the provisions of the General Part of the Agreement by unilateral decision, notifying the ABIC holder about it at least 30 days in advance by announcing such amendment on its website or notifying the ABIC holder at the contact email address indicated by it.

10. The ABIC holder shall undertake to:

10.1. strictly observe the provisions of the legal acts applicable to its activities, including, but not limited to, the requirements on the measures ensuring the prevention of money laundering and terrorist financing and the implementation of international sanctions and the requirements on safeguarding of funds of the payment service users;

10.2. at the request and under the terms of the Bank of Lithuania, submit independent auditor reports on compliance with the obligations indicated in Article 10.1;

10.3. at the request of the Bank of Lithuania, update (clarify) the KYC questionnaire data and the data on the structure of the customers' portfolio and to provide additional information related to payment orders according to the risk assessment of the System participants and the adequacy assessment of the measures applied to the prevention of money laundering, terrorist financing, fraud and to the implementation of international sanctions conducted by the Bank of Lithuania;

10.4. mutatis mutandis comply with the provisions of the System Rules and the requirements indicated in the System's technical documentation applicable to System participants;

10.5. throughout the period of validity of the Agreement, fulfil the requirements established in the System Rules applicable to the ABIC holder;

10.6. at the request of the Bank of Lithuania, present information on compliance with the requirements of the Agreement and the System Rules;

10.7. immediately, but no later than in 3 business days, notify the Bank of Lithuania by email addresses centrolink@lb.lt and ridcompliance@lb.lt of any change in their name, code, parent companies, final beneficiaries, management, registered office, bank details and licence or another document issued by the supervisory authority proving the ABIC holder's right to provide payment services, as well as of any pre-trial investigations initiated against them, their subsidiaries and parent companies, the management or the final beneficiaries, enforcement measures imposed by law enforcement, judicial or supervisory authorities related to the provision of financial services and the implementation of the requirements for money laundering, terrorist financing and fraud and for international restrictive sanctions, the initiated and ongoing investigations by supervisory authorities with regard to the implementation of such requirements, any changes in the business plan or risk appetite, and essential changes in other information submitted to the Bank of Lithuania with a view to joining the System;

10.8. ensure the functioning of organisational, hardware and software facilities of the interface with the System in accordance with the technical requirements of the Bank of Lithuania, manage security and operational risk of its information systems linked to the System;

10.9. continuously monitor whether financial collateral held on the accounts of customer funds for securing fulfilment of its obligations is sufficient for the fulfilment of its obligations arising according to submitted payment orders and whether financial collateral held on the accounts of own funds is sufficient for covering its obligations arising from the provision of services according to the Agreement, and, where appropriate, supplement the accounts by transferring an additional portion of financial collateral;

10.10. pay the fees for the services provided according to the Agreement and the System Rules in accordance with the procedure established in the Agreement;

10.11. use the digital signature certificates of the Electronic Certification System of the Bank of Lithuania issued to the authorised persons of the ABIC holder in accordance with the provisions of the Rules of the Electronic Certification System of the Bank of Lithuania for the interface to the System and for signing the messages sent;

10.12. appoint a software administrator for connecting to the System's DPS that would manage the parameters of this software and user rights, and, no less than once in three months, check access rights and remove access rights of those users that do not use DPS;

10.13. participate in business continuity testing carried out by the Bank of Lithuania, the start of which is notified by the Bank of Lithuania no less than ten (10) calendar days in advance;

10.14. submit direct debit orders only to those entities that have chosen to receive such payment orders and have been entered by the Bank of Lithuania in the directory of recipients of direct debit orders;

10.15. use the FIC allocated to the ABIC holder only when generating its own accounts or those of its customers and not to transfer the FIC to other parties;

10.16. participate in formal dialogues organised by the Bank of Lithuania live or by means of remote communication;

10.17. fulfil other obligations envisaged in the Agreement and the System Rules.

11. The Bank of Lithuania shall undertake to:

11.1. ensure access to the System for the ABIC holder: provide to the ABIC holder software of the interface to the System "Connecting Workstation of the Participant" (hereinafter – DPS), which should be used by the ABIC holders for the exchange of payment orders and related information;

11.2. grant the DPS administration rights to the person appointed by the ABIC holder, allowing management of user access rights defined in the DPS instruction manual;

11.3. provide the following technical documentation: requirements and recommendations for information systems, hardware and software of connecting workstations, descriptions of information exchange flows and message structures;

11.4. consult the ABIC holder on the connection to the System and the use of its services;

11.5. fulfil other obligations established in the Agreement and the System Rules.

III. PROVISION OF FINANCIAL COLLATERAL AND DISPOSAL OF FUNDS

12. At least two accounts are opened at the Bank of Lithuania for the ABIC holder – account of customer funds (FC account and/or FC *Inst* account) and account of own funds (FC2).

13. From the moment of its opening, the account(s) of customer funds is dedicated only for holding and managing the funds received by the ABIC holder from electronic money holders and payment service users. The funds held at the account(s) of customer funds remain within the ownership of electronic money holders and payment service users and they cannot be used for recovery of the ABIC holder's debts. The ABIC holder's customer funds are held in the payment system in full compliance with the requirements of Article 10 of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market and Article 7 of Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions, as well as the requirements implementing the above provisions in the national law, namely Article 25 of the Republic of Lithuania Law on Electronic Money and Electronic Money Institutions and Article 17 of the Republic of Lithuania Law on Payment Institutions.

14. The ABIC holder must ensure that the amount of financial collateral held on the accounts of customer funds exceeds all obligations of the ABIC holder arising according to payment orders provided by the ABIC holder throughout the entire period of validity of the Agreement, and the amount of financial collateral held at the account of own funds exceeds all obligations of the ABIC holder arising from the provision of services according to the Agreement throughout the entire period of validity of the Agreement.

15. The ABIC holder must ensure that financial collateral on the accounts of customer funds or own funds is not smaller than the minimum amount of financial collateral set for that account of customer funds or own funds by the Bank of Lithuania throughout the entire period of validity of the Agreement.

16. The ABIC holder that has several BICs may have several accounts of customer funds opened in the System, which are linked to individual BICs. The purpose of financial collateral held on each account of customer funds shall be dedicated to securing financial obligations of the ABIC holder in relation to the BIC that is linked to the specific account of customer funds.

17. Financial collateral held on the account of customer funds indicated in the Special Part shall be considered to be financial collateral transferred under a security financial collateral arrangement concluded in accordance with provisions of the Law of the Republic of Lithuania on Financial Collateral Arrangements. From financial collateral held on account of customer funds, the Bank of Lithuania shall have the right to settle any existing or future obligations of the ABIC holder arising out of payment orders submitted by it. The Bank of Lithuania shall have the right referred to in this paragraph even if its claims are only conditional or not yet due.

18. Upon events indicated in paragraph 32 of the Agreement, notwithstanding the commencement of any insolvency proceedings in respect of an ABIC holder and notwithstanding any assignment, judicial or other attachment or other disposition of or in respect of the ABIC holder's rights, all obligations of the ABIC holder arising out of payment orders shall be automatically and immediately accelerated, without prior notice, so as to be immediately due. Mutual obligations of the ABIC holder and the Bank of Lithuania shall be unilaterally set off by the Bank of Lithuania against each other using only financial collateral held on the account of own funds, and the party owing the higher amount shall pay to the other the difference.

19. If the funds were credited to or debited from the accounts of customer funds without any reason, the Bank of Lithuania, having detected this error and having informed the ABIC holder about it, shall correct it.

20. Where financial collateral is insufficient for the execution of payment orders submitted by the ABIC holder, the Bank of Lithuania shall not have the obligation to supplement the aforementioned financial collateral with its own funds. In such case, respective provisions of the System Rules shall be applied.

21. Where financial collateral held on the account of customer funds is not sufficient to cover the financial obligations of the ABIC holder arising out of payment orders or the amount of the financial obligation on the FC account is smaller than the minimum amount of financial collateral established by the Bank of Lithuania, and financial collateral is not immediately increased up to the necessary amount, the Bank of Lithuania, without prior notice and at its discretion, shall have the right:

- 21.1. to apply a funds usage limit for the missing amount of funds;
- 21.2. to suspend service provision to the ABIC holder in the System;
- 21.3. to unilaterally terminate the Agreement and remove the ABIC holder from the

System.

22. Where the financial collateral held on the account of own funds is insufficient to cover the ABIC holder's obligations according to the Agreement, the Bank of Lithuania, without prior notice and at its discretion, shall have the right:

- 22.1. to apply an additional administrative fee in accordance with the procedure established in Annex 4 to the Regulations;
- 22.2. to apply a funds usage limit for the missing amount of funds;
- 22.3. to suspend service provision to the ABIC holder in the System;
- 22.4. to unilaterally terminate the Agreement and remove the ABIC holder from the

System.

23. If financial collateral held on the accounts of customer funds and own funds is insufficient to cover the ABIC holder's obligations, the Bank of Lithuania shall have the right to recover the missing funds in accordance with the procedure established by legal acts.

24. The ABIC holder shall be reimbursed for financial collateral held on the accounts of customer funds and own funds by applying a zero interest rate or an interest rate equal to the interest rate on the deposit facility, whichever is smaller.

IV. CONFIDENTIALITY AND PERSONAL DATA

25. The Bank of Lithuania shall provide information about the ABIC holder, its financial collateral and the operations performed on the instruction of the ABIC holder, including personal data, to third parties only in cases defined by the legal acts of the Republic of Lithuania and the European Union legislation.

26. In order enable the System participants to execute payment orders in accordance with the requirements of SEPA schemes and to assess the risk profile of the System participants and the adequacy of measures applied to the prevention of money laundering, terrorist financing and fraud and to the implementation of international sanctions, the Bank of Lithuania may

monitor operations performed by the ABIC holder (as detailed in the System Rules) without the ABIC holder's consent, so as to assess whether the provisions of the System Rules and the Agreement are duly complied with. The Bank of Lithuania shall also have the right to use the aggregated and depersonalised data accumulated in the System for surveys, research and statistics in accordance with the procedure provided for by legal acts regulating activities of the Bank of Lithuania, as detailed in the System Rules.

27. User identifiers, passwords and codes related to the DPS used by the ABIC holder and network management shall be considered confidential information.

28. The ABIC holder shall have the right to monitor only its own data. The ABIC holder must immediately notify the Bank of Lithuania if, due to an error in the System, it became possible for the ABIC holder to get access to the data, to which it has no authorised access.

29. The Bank of Lithuania shall handle the data received for the purpose of concluding and implementing the Agreement in accordance with the procedure and to the extent indicated in the System Rules.

V. VALIDITY OF THE AGREEMENT

30. The Agreement shall enter into force on the date of entry into force of the Agreement indicated in the Special Part and shall remain in force for an indefinite period.

31. The Agreement may be terminated by mutual agreement between the Parties or on the initiative of one Party.

32. The Bank of Lithuania shall have the right to terminate the Agreement and remove the ABIC holder from the System immediately, by a unilateral decision and without prior notice, in the following cases:

32.1. opening of bankruptcy or insolvency proceedings in respect of the ABIC holder, suspension of operations, restriction or withdrawal of the right to engage in the provision of payment services;

32.2. if it becomes evident that the information provided by the ABIC holder to the Bank of Lithuania prior to the conclusion of the Agreement no longer corresponds to reality or not all information requested by the Bank of Lithuania was presented and, having known that information, the Bank of Lithuania would not have concluded the Agreement with the ABIC holder or would have concluded it in other terms;

32.3. the ABIC holder does not comply with obligations established in the Agreement;

32.4. in the case established in paragraphs 21 and 22 of the Agreement;

32.5. the ABIC holder is in breach of the requirements laid down in the Regulations, Agreement and other legal acts regulating operations of the System;

32.6. non-compliance by the ABIC holder with at least one of the requirements of paragraph 8 of the Regulations;

32.7. the ABIC holder, members of the management body or beneficiaries are subject to international sanctions imposed by the European Union, the United Nations, other international organisations;

32.8. over the last 12 months, the ABIC holder, their management or beneficiaries were subject to enforcement measure(s) for improper operational risk management or improper prevention of money laundering, terrorist financing and fraud or improper implementation of international sanctions;

32.9. supervisory authorities of the System participant take a decision on enforcement measure(s) to be imposed on the ABIC holder for improper operational risk management or inadequate prevention of money laundering, terrorist financing and fraud or improper implementation of international sanctions;

32.10. the Bank of Lithuania has reasonable grounds to suspect that ABIC holder inadequately manages operational risk, inadequately performs prevention of money laundering, terrorist financing and fraud or fails to properly implement the requirements of international sanctions;

32.11. any other event related to the ABIC holder happens, which, in the assessment of the Bank of Lithuania, could pose a threat to the System's stability, reputation, reliability and security or such a threat is posed by the ABIC holder's activity;

32.12. the Bank of Lithuania takes a decision to terminate the System's operation or the provision of services to ABIC holders;

32.13. the volumes of payments submitted to the System by the ABIC holder significantly differ from the projected payment volumes indicated when seeking to become an ABIC holder.

33. The ABIC holder must immediately notify the Bank of Lithuania when it becomes aware of any events specified in paragraph 32 of the Regulations.

34. Having terminated the Agreement in line with the procedure established in paragraph 32 of the Agreement, the Bank of Lithuania shall immediately remove the ABIC holder from the System and notify the ABIC holder about the reasons for such termination.

35. If the Agreement does not envisage otherwise, the Parties shall have the right to terminate the Agreement unilaterally and without reason by notifying the other Party about it no later than 90 days prior to the date of entry into force of the termination of the Agreement, unless the Parties agree on a different notice period.

36. After termination of the Agreement, the Bank of Lithuania shall close the accounts of customer funds and own funds securing the obligations of the ABIC holder after:

36.1. all payment orders of the ABIC holder entered into the System have been settled or rejected;

36.2. the use has been made of the rights to collateral in accordance with the provisions of the Agreement and/or paragraph 60 of the System Rules;

36.3. the funds remaining in the FC and/or FC Inst account must be withdrawn within 15 days, but the Bank of Lithuania may extend this time limit up to two months.

37. Upon termination of this Agreement, the financial obligations of the Parties arising in line with the procedure established in the Agreement and the System Rules prior to the termination of the Agreement shall be in effect until they are fulfilled. The termination of the Agreement shall not deny the right to demand compensation for losses due to the non-performance of the Agreement

38. The Bank of Lithuania has a right to withhold a part of the ABIC holder's financial collateral or to request to supplement financial collateral held on the account of own funds, if other entities may request the Bank of Lithuania to cover the losses related to the receipt of the ABIC holder's payments or to revoke the payments received.

39. The termination of the Agreement shall not have any impact on the validity period of terms and conditions of the Agreement, establishing the procedures for the settlement of disputes, and on the validity period of other terms and conditions of the Agreement, if these terms and conditions, according to their nature, remain in force even after the termination of the Agreement.

VI. LIABILITY OF THE PARTIES

40. The Bank of Lithuania shall be liable only for direct losses of the ABIC holder which were due to deliberate actions of the employees of the Bank of Lithuania or gross negligence of the employees of the Bank of Lithuania.

41. The Bank of Lithuania shall in no event be liable for:

41.1. indirect losses of the ABIC holder;

41.2. losses of the ABIC holder that result from the ABIC holder's liability arising out of non-execution or inadequate execution of payment orders of the ABIC holder in the System;

41.3. losses of the ABIC holder incurred due to its own fault;

41.4. any losses that result from any malfunction or failure in the technical infrastructure, if such malfunction or failure arises in spite of the fact that the Bank of Lithuania adopted measures that are reasonably necessary to protect such infrastructure against malfunction or failure and to resolve the consequences of such malfunction or failure;

41.5. information submitted incorrectly by and/or to the ABIC holder, if the ABIC holder did not comply with the requirements established in the technical documentation of the System in submitting payment orders to the System and/or changed the conditions of payment order processing, or for other errors made by the ABIC holder;

41.6. losses of the ABIC holder, for which the Bank of Lithuania, as a System operator, is not liable under provisions established in the System Rules;

41.7. the way the ABIC holder complies with the requirements of legal acts applicable to its activities; the Bank of Lithuania, acting in accordance with this Agreement, shall not monitor and supervise the activity of the ABIC holder and shall not be liable for any violations of legal acts applicable for the activities of the ABIC holder.

42. The Bank of Lithuania shall not guarantee the interface of the DPS software provided to the ABIC holder with the ABIC holder's hardware and software; it shall also not guarantee uninterrupted and secure operation of the software or the computer network of the electronic document exchange system due to the activities of third parties or the ABIC holder itself (e.g. operating system patches, interruptions of communications due to the fault of the communications provider, etc.) even if it complies with all requirements established in the technical documentation. However, if the software provided to the ABIC holder by the Bank of Lithuania malfunctions, the Bank of Lithuania shall undertake to consult the ABIC holder or to replace the faulty software.

43. The ABIC holder shall be liable for any losses that result from its activity in the System or from the default in obligations arising according to payment orders provided by it, the System Rules or the Agreement, including those of the Bank of Lithuania, operating as a direct System participant.

44. The ABIC holder shall undertake to cover any additional expenses of the Bank of Lithuania, interest paid or late payment charges as well as losses of the Bank of Lithuania due to its operating as a direct participant of the ABIC holder. This provision shall not be applicable if respective requirements arise due to deliberate actions of the employees of the Bank of Lithuania or gross negligence.

45. The Bank of Lithuania and the ABIC holder shall not be liable for non-performance of obligations, if they prove that these obligations are not fulfilled due to Force Majeure (including, but not limited to, hardware failures, interruptions of telecommunications and communication services, natural disasters, epidemics, strikes and labour disputes). The Party that does not carry out its obligations must forthwith notify the other Party of the occurrence of such circumstances and shall take all necessary measures to resolve them.

46. The Parties must take all reasonable and practicable measures to mitigate any losses arising due to non-compliance with obligations established in the Agreement and the System Rules.

VII. FINAL PROVISIONS

47. Electronic messages signed using the digital signature of the Electronic Certification System of the Bank of Lithuania as well as logs of System events and user actions shall be considered as suitable proof in solving the disputes related to the Agreement.

48. The Bank of Lithuania shall notify the ABIC holder about the amendment to the General Part no later than 30 days prior to the entry into force of such amendment. A time-limit shorter than 30 days may be established in cases when the General Part must be amended due to the fact that there are amendments to the System Rules or amendments to the General Part are necessary in order to eliminate a threat to the System's security or due to other important reasons.

49. The Special Part of the Agreement shall be amended only by mutual agreement between the Parties, with the exception of the changes to contact details, which are changed by notifying the other Party.

50. The Bank of Lithuania shall have the right to change the General Part of the Agreement by a unilateral decision. If the ABIC holder does not agree with the amendment to the General Part, it shall have the right to terminate the Agreement prior to the amendment of the Agreement, having notified the Bank of Lithuania within 10 days prior to the entry into force of the amendment to the General Part. In such case, the Agreement shall be considered terminated as of the date of the entry into force of the amendment to the General Part, unless the Parties agree otherwise.

51. The General Part of the Agreement shall be published on the website of the Bank of Lithuania and shall be the same for all ABIC holders, notwithstanding the date of conclusion of the Agreement, in order to ensure equal opportunities for competition to ABIC holders.

52. In the event of any contradictions between the General Part and the Special Part of the Agreement, the provisions of the Special Part shall apply. In the event of any contradictions between the provisions of the Agreement, the System Rules and/or technical documentation, provisions of the System Rules shall be applied.

53. The law of the Republic of Lithuania shall govern the rights and obligations of the ABIC holder arising in line with the Agreement and the System Rules as well as the interpretation, validity and enforcement of the Agreement.

54. Disputes between the Bank of Lithuania and the ABIC holder related to the Agreement, the System's operation and the System Rules, if not settled by negotiation, shall be settled in courts of the Republic of Lithuania in accordance with the procedure established by the legal acts of the Republic of Lithuania.

55. When signing the Agreement, the ABIC holder shall:

55.1. confirm being in line with the requirements for ABIC holders of the Bank of Lithuania indicated in the Bank of Lithuania's legal acts;

55.2. confirm being aware of all requirements established in legal acts related to its activity, including, but not limited to, requirements related to the protection of personal data, the prevention of money laundering, terrorist financing and fraud and the implementation of international sanctions, as well as complying with all obligations related thereto;

55.3. confirm having sufficient technological resources, the systems and procedures for the management of operational risk;

55.4. confirm having sufficient and effective legal and organisational measures for ensuring the prevention of money laundering, terrorist financing, fraud and the implementation of international sanctions;

55.5. confirm being acquainted with the System Rules and the System's technical documentation as well as being committed to comply with them throughout the entire period of validity of the Agreement;

55.6. entrust the Bank of Lithuania with the right to obtain necessary information about itself, as an ABIC holder, from a competent authority supervising the activity of the ABIC holder and public sources;

55.7. entrust the Bank of Lithuania with the right to present information on the availability of the ABIC holder to another SEPA payment system;

55.8. confirm it had sufficient time to get acquainted comprehensively with the Agreement and clarify all of its terms and conditions, had a possibility to consult with lawyers and the Bank of Lithuania, ask questions of interest to it and used other means to take advantage of all possible opportunities to understand the content of the Agreement and its legal consequences;

55.9. confirm it clearly and unambiguously understands all terms and conditions of the Agreement, their meaning and legal consequences.

**ADRESUOJAMOJO BIC TURĖTOJO
SUTARTIES Nr. ABIC-20XX/XXX
SPECIALIOJI DALIS**

2023 m. June 1 d.

1. Adresuojamojo BIC turėtojo sutarties (toliau – Sutartis) Šalys:

1.1. Lietuvos banko mokėjimo sistemos <i>CENTROlink</i> tiesioginis dalyvis	
Pavadinimas	Lietuvos bankas
Juridinio asmens kodas	188607684
Buveinė	Gedimino pr. 6, LT-01103 Vilnius
Atstovas (pareigos, vardas ir pavardė, atstovavimo pagrindas)	Rinkos infrastruktūros departamento direktorius Algirdas Neciunskas, veikiantis pagal 2019 m. lapkričio 7 d. įgaliojimą Nr. V2019/(1.133-2300)-210-46
Kontaktiniai duomenys	Tel. (8 5) 268 0820, el. p.: info@lb.lt , tarpbank@lb.lt

**SPECIAL PART OF
THE ADDRESSABLE BIC HOLDER
AGREEMENT NO. ABIC-20XX/XXX**

X XXX, 20XX

1 Parties to the Addressable BIC Holder Agreement (hereinafter 'Agreement'):

1.1. Direct participant of the payment system <i>CENTROlink</i> of the Bank of Lithuania	
Name	The Bank of Lithuania
Code of legal person	188607684
Registered address	Gedimino pr. 6, LT-01103 Vilnius
Representative (job title, name, last name, basis for representation)	Director of the Market Infrastructure Department Algirdas Neciunskas, acting by power of attorney 07/11/2019 No. V2019/(1.133-2300)-210-46
Contact information	Tel.:(8 5) 268 0820, info@lb.lt , tarpbank@lb.lt

1.2. ABIC turėtojas	
Pavadinimas	
Juridinio asmens kodas	
Licencija	
Buveinės adresas	
Atstovas (pareigos, vardas ir pavardė, atstovavimo pagrindas)	
PVM mokėtojo kodas	
Kontaktiniai duomenys	

1.2. ABIC holder	
Name	
Code of legal person	
Licence	
Registered address	
Representative (job title, name, last name, basis for representation)	
VAT payer code	
Contact information	

2. Sutarties Specialiosios sąlygos:

2.1. ABIC turėtojo BIC kodas	
2.2. ABIC turėtojo sąskaitos:	
2.2.1 ABIC turėtojo FU sąskaitos numeris	LTXX XXXX XXXX XXXX XXXX
lėšų paskirtis	klientų lėšos
2.2.2. ABIC turėtojo FU <i>Inst</i> sąskaitos numeris	LTXX XXXX XXXX XXXX XXXX
lėšų paskirtis	klientų lėšos
2.2.3. ABIC turėtojo FU2 sąskaitos numeris	LTXX XXXX XXXX XXXX XXXX
lėšų paskirtis	ABIC turėtojo nuosavos lėšos
2.3. ABIC turėtojo dalyvavimas mokėjimo schemose:	
2.3.1. SEPA kredito pervedimo schemoje SCT	Taip/Ne
2.3.2. SEPA tiesioginio debeto schemoje SDD	Taip/Ne
2.3.3. SEPA momentinio kredito pervedimo schemoje SCT <i>Inst</i>	Taip/Ne
2.4. Sutarties įsigaliojimo data	20XX m. d.

2. Special terms and conditions of the Agreement:

2.1. BIC code of the ABIC holder	
2.2. ABIC holder accounts:	
2.2.1. FC account number of the ABIC holder	LTXX XXXX XXXX XXXX XXXX
purpose of funds	customer funds only
2.2.2. FC Inst account number of the ABIC holder	LTXX XXXX XXXX XXXX XXXX
purpose of funds	customer funds only
2.2.3. FC2 account number of the ABIC holder	LTXX XXXX XXXX XXXX XXXX
purpose of funds	ABIC holder own funds
2.3. Participation of the ABIC holder in payment schemes:	
2.3.1. In SEPA credit transfer scheme (SCT)	Yes/No
2.3.2. In SEPA direct debit scheme (SDD)	Yes/No
2.3.3. In SEPA instant credit transfer scheme (SCT Inst)	Yes/No
2.4. The date of entry into force of the Agreement	20XX

3. Kitos Sutarties sąlygos yra nurodytos Sutarties Bendrojoje dalyje.

4. Sutarties Specialioji dalis yra neatsiejama Sutarties dalis, ji turi būti aiškinama ir taikoma kartu su Sutarties Bendrąja dalimi, Sistemos taisyklėmis ir kitais Sutarties Bendrojoje dalyje nurodytais dokumentais.

5. Sutartis sudaroma raštu dviem egzemplioriais, turinčiais vienodą juridinę galią, po vieną egzempliorių kiekvienai Šaliai arba vienu egzemplioriumi, jeigu Sutartis pasirašoma elektroniniu parašu.

6. Šalys susitaria, kad Sutarties sudarymas elektroniniu būdu, ją pasirašant elektroniniu parašu arba apsiikeičiant identiškomis skenuotomis pasirašytomis sutarties kopijomis, prilyginamas sutarties sudarymui raštu ir yra galiojantis.

7. ABIC turėtojas, jeigu teikia paslaugas Lietuvos Respublikos rezidentams, pasirašydamas Sutartį įsipareigoja prisijungti prie Lietuvos banko debeto mokėjimo nurodymų kartotekų ir jų apdorojimo rezultatų informacijos apsiikeitimo sistemos KART, kad disponavimo ABIC turėtojo Lietuvos Respublikos

3. Other terms and conditions of the Agreement shall be indicated in the General Part of the Agreement.

4. This Special Part of the Agreement shall be an integral part of the Agreement and must be interpreted and applied in conjunction with the General Part of the Agreement, the System Rules and other documents indicated in the General Part of the Agreement.

5. The Agreement shall be concluded in writing in two copies having the same legal force, one copy for each Party, or in one copy, if the Agreement is signed using electronic signature.

6. Parties agree that the conclusion of the Agreement in an electronic form by using electronic signature or by exchanging identical scanned signed copies of the Agreement shall be considered as valid and equivalent to the conclusion of a written agreement.

7. When signing the Agreement, the ABIC holder, if services are provided for the residents of the Republic of Lithuania, obliges to connect to the Bank of Lithuania debit payment instructions card file and their processing results information exchange system KART in order to ensure that the restriction of disposal of cash held on the ABIC holder's accounts of its

rezidentų sąskaitose esančiomis pinigėmis lėšomis apribojimas arba jų priverstinis nurašymas teisės aktu nustatyta tvarka galėtų būti vykdomas per Piniginių lėšų apribojimų informacinę sistemą.

8. ABIC turėtojas, įrašydamas žemiau el. pašto adresą ir pasirašydamas po juo sutinka (jeigu sutikti nenorima – ABIC turėtojas šį lauką palieka tuščia), kad jo šiuo elektroninio pašto adresu Lietuvos bankas gali kreiptis, siekdamas atlikti teikiamų paslaugų kokybinę apklausą. Tuo tikslu surinktų asmens duomenų tvarkymas detalizuotas Sistemos Taisyklėse ir nėra privalomas. Dėl valios sutikti ar nesutikti išreiškimo arba keitimo ABIC turėtojas nepatirs jokių neigiamų pasekmių. Sutikimas ABIC turėtojo iniciatyva gali bet kuriuo metu būti atšauktas, apie tai informuojant Lietuvos banką turimu el. pašto adresu. Sutikimo atšaukimas nedarys poveikio sutikimu grindžiamo duomenų tvarkymo (atlikto prieš atšaukiant sutikimą) teisėtumui.

customers residing in the Republic of Lithuania or their compulsory deduction according to the procedure set forth by legal acts can be executed via the Cash Restrictions Information System.

8. By filling in the e-mail address below and signing under it, the ABIC holder consents (if the ABIC holder does not want to give consent – this field should be left blank) that the Bank of Lithuania may use this email address to send a questionnaire on the quality of its services to the ABIC holder. The handling of personal data gathered for this purpose shall be detailed in the System Rules and shall not be mandatory. The expression of consent or non-consent or their changes shall have no negative impact on the ABIC holder. The consent may be revoked at any time on the initiative of the ABIC holder by informing the Bank of Lithuania about it via e-mail. The revocation of consent shall not affect the legality of data handling on the basis of previous consent (given before the revocation).

el. pašto adresas

E-mail

parašas

Signature

ŠALIŲ JURIDINIAI ADRESAI IR PARAŠAI / LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES

Lietuvos bankas / Bank of Lithuania

ABIC turėtojas / ABIC holder

Lietuvos bankas
Pavadinimas / Name

Xxxxx
Pavadinimas / Name

Gedimino pr. 6,
LT-01103 Vilnius, Lietuva
Adresas / Address

XXX ,
XXX
Adresas / Address

188607684
Identifikavimo kodas / Company number

XXXXX
Identifikavimo kodas / Company number

LT 886076811
PVM mokėtojo kodas / VAT number

XXXX
PVM mokėtojo kodas / VAT number

Rinkos infrastruktūros departamento direktorius/
Director of the Market Infrastructure Department
Pareigos/Position

Direktorius/CEO
Pareigos/Position

Algirdas Neciunskas

XXX XXX

Annex 2 to
the Regulations on the Conclusion of
the Addressable BIC Holder Agreement
of the Payment System CENTROlink of
the Bank of Lithuania

**GENERAL CONDITIONS OF LEGAL OPINIONS ON THE CONCLUSION OF THE
ADDRESSABLE BIC HOLDER AGREEMENT WITH AN ADDRESSABLE BIC HOLDER –
CAPACITY OPINION**

Bank of Lithuania
Gedimino pr. 6
LT-01103 Vilnius, Lithuania

Conclusion of the Addressable BIC Holder Agreement

[location], [date]

Dear,

We have been asked to provide this Opinion as [external] legal advisers to [specify name of the ABIC holder or branch of the ABIC holder] (hereinafter – ABIC holder) in respect of legal acts of [jurisdiction in which the ABIC holder is established (hereinafter – jurisdiction)] in connection with the conclusion of the Addressable BIC Holder Agreement of the Payment System CENTROlink of the Bank of Lithuania (hereinafter – System).

This Opinion is confined to the laws of [jurisdiction] as they exist on the date of this Opinion. We have made no investigation of the laws of any other jurisdiction as a basis for this Opinion, and do not express or imply any opinion thereon. Each of the statements and opinions presented below applies with equal accuracy and validity under the laws of [jurisdiction], whether or not the ABIC holder acts through its head office or one or more branches established inside or outside of [jurisdiction] in submitting payment orders and receiving payments.

I. DOCUMENTS EXAMINED

For the purposes of this Opinion, we have examined the following documents:

- 1) certified copies of the [specify relevant instruments of incorporation] of the ABIC holder such as are in effect on the date hereof;
 - 2) [if applicable] an extract from the [specify relevant company register] and [if applicable] [register of credit, payment or electronic money institutions or analogous register];
 - 3) [to the extent applicable] a copy of the ABIC holder's licence or other proof of the right to provide payment services in [jurisdiction];
 - 4) [if applicable] a copy of a resolution adopted by the board of directors or the relevant governing body of the ABIC holder on [insert date], evidencing ABIC holder's agreement to adhere to the provisions of the Addressable BIC Holder Agreement (as defined below);
 - 5) [specify all powers of attorney and other documents constituting or evidencing the requisite power of the person or persons signing the Addressable BIC Holder Agreement (as defined below) on behalf of the ABIC holder];
- and all other documents relating to the ABIC holder's incorporation, powers, and authorisations (hereinafter – ABIC holder documents).

For the purposes of this Opinion, we have also examined the following documents:

- 1) the General Conditions of the Addressable BIC Holder Agreement approved on [insert date] (hereinafter – Addressable BIC Holder Agreement);
- 2) the Operating Rules of the Payment System CENTROlink of the Bank of Lithuania approved on [insert date] (hereinafter – Rules);
- 3) [...].

[The Rules] and the [...] shall herein be referred to as the System Documents and collectively with the ABIC holder documents – the Documents.

II. ASSUMPTIONS

For the purposes of this Opinion we have assumed in relation to the Documents that:

- 1) originals or true copies of the Addressable BIC Holder Agreement and the System Documents have been provided to us;
- 2) the terms of the Addressable BIC Holder Agreement and the System Documents as well as the rights and obligations created by them are valid and legally binding under the laws of the Republic of Lithuania, by which they are expressed to be governed, and the choice of the laws of the Republic of Lithuania to govern the Addressable BIC Holder Agreement and the System Documents is recognised by the laws of the Republic of Lithuania;
- 3) the ABIC holder documents are valid and legal and have been duly authorised, adopted or executed and, when necessary, delivered by the relevant parties;
- 4) the ABIC holder documents are legally binding on the parties to which they are addressed, and there has been no breach of any of their terms.

III. OPINIONS REGARDING THE ABIC HOLDER

A. The ABIC holder is a legal entity duly established and registered or otherwise duly organised under the laws of [jurisdiction].

B. The ABIC holder has all the requisite corporate powers to execute and perform the rights and obligations under the Addressable BIC Holder Agreement and the System Documents to which it is going to be a party.

C. The execution of rights and the performance of obligations by the ABIC holder under the Addressable BIC Holder Agreement and the System Documents, to which the ABIC holder is going to be a party, do not in any way breach any provision of legal acts of [jurisdiction] applicable to the ABIC holder or to the ABIC holder documents.

D. No additional authorisations, approvals, consents, filings, registrations, notarisations or other certifications of or with any court or governmental, judicial or public authority that is competent in [jurisdiction] are required by the ABIC holder in connection with the adoption, validity or enforceability of the Addressable BIC Holder Agreement and the Systems Documents or the execution and performance of rights and obligations thereunder.

E. The ABIC holder has taken all necessary actions and other steps necessary under the law of [jurisdiction] to ensure that its obligations under the Addressable BIC Holder Agreement and the System Documents are legal, valid and binding.

F. In accordance with documents listed and analysed, we confirm that the ABIC holder complies with all requirements of legal acts, related to its activities, including but not limited to requirements related to the protection of personal data and money laundering and prevention of terrorist financing and there no investigations initiated as regards the ABIC holder's potential infringements in these fields.

This Opinion is stated as of its date and is addressed solely to the Bank of Lithuanian and [the Addressable BIC holder]. No other persons may rely hereon, and the contents of this Opinion may not be disclosed to persons other than its intended recipients and their legal counsel without our prior written consent, with the exception of the European Central Bank and the relevant national central banks of the European System of Central Banks [and [the national central bank/relevant regulatory authorities] of [jurisdiction]].

Respectfully,

[signature]

Annex 3 to
the Regulations on the Conclusion of
the Addressable BIC Holder Agreement
of the Payment System CENTROlink of
the Bank of Lithuania

**GENERAL CONDITIONS OF LEGAL OPINIONS ON THE CONCLUSION OF THE
ADDRESSABLE BIC HOLDER AGREEMENT WITH A FOREIGN ADDRESSABLE BIC
HOLDER – COUNTRY OPINION**

Bank of Lithuania
Gedimino pr. 6
LT-01103 Vilnius, Lithuania

Conclusion of the Addressable BIC Holder Agreement

[location], [date]

Dear,

We have been asked as [external] legal advisers to [specify name of the ABIC holder or of the ABIC holder's branch] (hereinafter – ABIC holder) in respect of issues arising with respect to the legal acts of [jurisdiction in which the ABIC holder is established (hereinafter – jurisdiction)] to provide this Opinion under the legal acts of [jurisdiction] in connection with the conclusion of the Addressable BIC Holder Agreement of the Payment System CENTROlink of the Bank of Lithuania (hereinafter – System). References herein to the legal acts of [jurisdiction] include all applicable regulations of [jurisdiction]. We express this opinion herein under the law of [jurisdiction], with respect to the ABIC holder established outside the Republic of Lithuania regarding the legal acts of [jurisdiction] related to the rights and obligations arising from the conclusions of the Addressable BIC Holder Agreement, as specified in the System Documents and the Addressable BIC Holder Agreement defined below.

This Opinion is confined to the legal acts of [jurisdiction] as they exist on the date of this Opinion. We have made no investigation of legal acts of any other jurisdiction as a basis for this Opinion, and do not express or imply any findings thereon. We have assumed that there is nothing in the laws of another jurisdiction that affects this Opinion.

I. DOCUMENTS EXAMINED

For the purposes of this Opinion, we have examined the documents listed below and such other documents as we have deemed necessary or appropriate:

- 1) the General Conditions of the Addressable BIC Holder Agreement approved on [insert date] (hereinafter – Addressable BIC Holder Agreement);
 - 2) the Operating Rules of the Payment System CENTROlink of the Bank of Lithuania approved on [insert date] (hereinafter – Rules);
 - 3) any other documents governing the System and/or the relationships between the ABIC holder and System participants, between other ABIC holders and the Bank of Lithuania, etc.¹
- [The Rules] and the [...] shall herein be referred to as the System Documents.

II. ASSUMPTIONS

For the purposes of this Opinion we have assumed in relation to the System Documents that:

- 1) the Addressable BIC Holder Agreement and the System documents are valid and legal and have been validly authorised, adopted or executed and, when necessary, delivered by the relevant parties;
- 2) the terms of the Addressable BIC Holder Agreement and the System Documents as well as the rights and obligations created by them are valid and legally binding under the laws of the Republic of Lithuania, by which they are expressed to be governed, and the choice of the

¹ Other documents include, e.g. all additional arrangements on the guarantees of execution of the ABIC holders' transactions in the System.

laws of the Republic of Lithuania to govern the Addressable BIC Holder Agreement and the System Documents is recognised by the laws of the Republic of Lithuania;

3) documents with which we have been provided as copies or examples correspond to originals.

III. OPINION

Based upon and subject to the foregoing, and subject in each case to the points set out below, we are of the opinion that:

3.1 Country-specific legal aspects [to the extent applicable]

The following characteristics of the legal acts of [jurisdiction] are consistent with and in no way set aside the obligations of the ABIC holder arising out of the Addressable BIC Holder Agreement and the System Documents: [list of country-specific legal aspects].

3.2 General insolvency issues [events of default]

a) Types of insolvency proceedings

Types of insolvency proceedings (including composition or rehabilitation) which, for the purpose of this Opinion, include all proceedings in respect of the ABIC holder's assets or any branch it may have under the law of [jurisdiction] and to which the ABIC holder may become subject under the law of [jurisdiction], are the following (hereinafter – collectively referred to as insolvency proceedings): [list proceedings in the original language and in the English language].

In addition to Insolvency Proceedings, the ABIC holder, any of its assets, or any branch it may have in accordance with the legal acts of [jurisdiction] may become subject under the law of [jurisdiction] to [list any applicable moratorium, receivership, or any other proceedings as a result of which payments to and/or from the ABIC holder may be suspended or limited, or similar proceedings in original language and English] (hereinafter collectively referred to as proceedings).

b) Insolvency treaties

[jurisdiction] or certain political subdivisions [jurisdiction], as specified, is/are party to the following insolvency treaties: [specify, if applicable, which have or may have impact on this Opinion].

3.3 Enforceability of provisions of the Addressable BIC Holder Agreement and the System Documents

Subject to the points set out below, all provisions of the Addressable BIC Holder Agreement and the System Documents will be binding and enforceable in accordance with their terms under the laws of [jurisdiction], in particular in the event of the opening of Insolvency Proceedings or other Proceedings with respect to the ABIC holder.

In particular, we are of the opinion that:

a) Processing of payment orders

The provisions on processing of payment orders of Section VIII of the Rules are valid and enforceable. In particular, all payment orders processed pursuant to this section will be valid, binding and enforceable under the laws of [jurisdiction]. The provision of the Rules which indicates the precise point in time at which payment orders submitted by the ABIC holder to the System become enforceable and irrevocable (paragraph 82 of the Rules) is valid, binding and enforceable under the laws of [jurisdiction].

b) Authority of the Bank of Lithuania to perform its functions

The opening of Insolvency Proceedings or other Proceedings in respect of the ABIC holder will not affect the authority and powers of the Bank of Lithuania arising out of the Addressable BIC Holder Agreement and the System Documents. [Specify [to the extent applicable] that the same opinion is also applicable in respect of any other entity which directly provides services to the ABIC holder and which is necessarily required for the use of the System services (e.g. network service provider)]

c) Remedies in the event of default

Where applicable to the ABIC holder, the provisions contained in Chapters III and VII of the General Conditions of the Addressable BIC Holder Agreement and in Chapters IV and VII of the Rules regarding accelerated performance of claims which have not yet matured, the netting of claims for using the ABIC holder's funds, realisation of collateral, limitation of the ABIC holder's possibility to submit payment orders and to receive payments, removal from the System, and termination of agreements and transactions (paragraphs 32 and 14–24 of the General Part of the Addressable BIC Holder Agreement, paragraphs 60 and 30–41 of the Rules) are valid and enforceable under the legal acts of [jurisdiction].

d) Limitation of the possibility to submit payment orders and receive payments and removal from the System

Where applicable to the ABIC holder, the provisions of the Addressable BIC Holder Agreement and the Rules on limitation of the ABIC holder's possibility to submit payment orders and receive payments and its removal from the System on the opening of Insolvency Proceedings or other Proceedings or due to the event of default, as defined in the Addressable BIC Holder Agreement and the System Documents, or if the ABIC holder represents any kind of systemic risk or has serious operational problems are valid and enforceable under the legal acts of [jurisdiction].

e) Assignment of rights and obligations

The rights and obligations of the ABIC holder cannot be assigned, altered or otherwise transferred by the ABIC holder to third parties without the prior written consent of the Bank of Lithuania.

f) Choice of governing law and jurisdiction

The provisions of Chapter IX of the General Conditions of the Addressable BIC Holder Agreement and Chapter XIII of the Rules, in particular in respect of the governing law, the resolution of disputes and the choice of competent courts, are valid and enforceable under the legal acts of [jurisdiction].

3.4 Voidable preferences

We are of the opinion that no obligation arising out of the Addressable BIC Holder Agreement and the System Documents, the performance thereof, or compliance therewith prior to the opening of any Insolvency Proceedings or other Proceedings in respect of the ABIC holder may be set aside in any such proceedings as a preference, voidable transaction or otherwise under the laws of [jurisdiction].

In particular, and without limitation to the foregoing, we express this opinion in respect of payment orders submitted by any ABIC holder to the System. In particular, we are of the opinion that the provisions of paragraph 82 of the Rules establishing the enforceability and irrevocability of payment orders will be valid and enforceable and that a payment order submitted by any ABIC holder and processed pursuant to Chapter VIII of the Rules may not be set aside in any Insolvency Proceedings or other Proceedings as a preference, voidable transaction or otherwise under the laws of [jurisdiction].

3.5 Attachment

If a creditor of the ABIC holder seeks an attachment order (including any freezing order, order for seizure or any other public or private law procedure that is intended to protect the public interest or the rights of the ABIC holder's creditors) (hereinafter – Attachment) – under the laws of [jurisdiction] from a court or governmental, judicial or public authority that is competent in [jurisdiction], we are of the opinion that [insert the analysis and assessment].

3.6 Collateral [if applicable]

a) Assignment of rights or assets for collateral, pledge purposes

Assignments for collateral purposes will be valid and enforceable under the laws of [jurisdiction]. Specifically, the creation and enforcement of pledge transactions under the conditions provided for such transactions in the Rules and in the Addressable BIC Holder Agreement will be valid and enforceable under the legal acts of [jurisdiction].

b) Priority of the assignees' and pledgees' interests over interests of other claimants

In the event of Insolvency Proceedings or other Proceedings in respect of the ABIC holder, the rights or assets assigned for collateral purposes or pledged by the ABIC holder in favour of the Bank of Lithuania or other participants in the System will rank in priority of payment above the claims of all other creditors of the ABIC holder and will not be subject to the claims of priority or preferential creditors.

c) Enforcing title to security

Even in the event of Insolvency Proceedings or other Proceedings in respect of the ABIC holder, the System participants and the Bank of Lithuania as [assignees or pledgees, as applicable] will still be free to enforce and collect the rights or assets of such ABIC holder through the action of the Bank of Lithuania pursuant to the Rules.

d) Form and registration requirements

There are no form requirements for the assignment for collateral purposes of, or the creation and enforcement of a pledge over the ABIC holder's rights or assets and it is not necessary for the assignment for collateral purposes or pledge as applicable or any particulars of such assignment or pledge to be registered or filed with any competent court or governmental, judicial or public authority in [jurisdiction].

3.7 Branches [to the extent applicable]

a) Opinion applies to actions through branches

Each of the statements and opinions presented above with regard to the ABIC holder applies with equal accuracy and validity under the laws of [jurisdiction] in situations when the ABIC holder acts through one or more branches located outside [jurisdiction].

b) Conformity with law

Neither the execution and performance of the rights and obligations under the Addressable BIC Holder Agreements and the System Documents nor the submission, transmission or receipt of payment orders by a branch of the ABIC holder will in any respect breach the laws of [jurisdiction].

c) Required authorisations

Neither the execution and performance of the rights and obligations under the Addressable BIC Holder Agreements and the System Documents nor the submission, transmission or receipt of payment orders by a branch of the ABIC holder will require any additional authorisations, approvals, consents, filings, registrations, notarisations or other certifications of or with any court or governmental, judicial or public authority that is competent in [jurisdiction].

This Opinion is stated as of its date and is addressed solely to the Bank of Lithuanian and [the ABIC holder]. No other persons may rely hereon, and the contents of this Opinion may not be disclosed to persons other than its intended recipients and their legal counsel without our prior written consent, with the exception of the European Central Bank and the relevant national central banks of the European System of Central Banks of [jurisdiction]].

Respectfully,

[signature]

Annex 4
to the Regulations on the Conclusion of
the Addressable BIC Holder Agreement
of the Payment System CENTROLINK of
the Bank of Lithuania

**SYSTEM SERVICE FEES FOR ADDRESSABLE BIC HOLDERS AND DESCRIPTION OF
THE PROCEDURE OF PAYMENT FOR THE PROVIDED SERVICES**

1. The minimum monthly fee for ABIC holder's SCT and SCT Inst payment orders - €1,000 for each ABIC holder's BIC code separately.
2. The minimum monthly fee for ABIC holder's SDD payment orders - €1,000 for each ABIC holder's BIC code separately.
3. The following rates shall be applied for each payment order submitted to and received from the System:

3.1. SCT and SCT Inst payment orders for each ABIC holder's BIC code separately.	Monthly volume of SCT and SCT Inst (combined) payment orders	Fee
	up to 40,000	0.024 Eur
	up to 250,000	0.022 Eur
	up to 500,000	0.020 Eur
	up to 850,000	0.018 Eur
	above 850,000	0.010 Eur
3.2. SDD payment orders for each ABIC holder's BIC code separately.	for everyone	0.080 Eur

4. The following one-off fees shall be applied to ABIC holders:
 - 4.1. a fee for the assessment of information provided by the ABIC holder in the context of the KYC and risk assessment process: €5,000;
 - 4.2. a fee for BIC joining the System: €2,000;
 - 4.3. a fee for BIC joining an additional SEPA scheme: €1,000;
 - 4.4. a fee for the change of the name or BIC: €500.
5. The annual fee for the ABIC holder's participation in the system shall be € 2,000.
6. The following service fees shall be applied to the TARGET addressable BIC holders:
 - 6.1. a monthly administrative fee of €200;
 - 6.2. for each payment order submitted to and executed in TARGET2: €1.20;
 - 6.3. for each payment order received from and executed in TARGET2: €0.40.
7. Having received a request to perform an investigation of the payment order's execution, the Bank of Lithuania shall place a request via SWIFT channel. At the request of an ABIC holder a revision or investigation of the payment order and a request via SWIFT channel can be initiated. The first 5 requests of the month due to each ABIC holder's payments shall be executed free of charge, every subsequent request shall be charged a €40 service fee. The ABIC holder that has SWIFT access must answer the request by itself.
8. By the 10th business day of each month, the Bank of Lithuania shall send the ABIC holder by email the VAT invoice with the number of payment orders submitted and received by the ABIC holder over the previous month, the amount payable for them, the amount payable for the holding of funds on the FC, FC2 and/or FC Inst accounts, and for payment order execution investigations as well as the debit date.
9. An ABIC holder agrees that the Bank of Lithuania shall, on the 15th business day of each month and by debit orders, debit from the collateral held on the account of own funds the amounts payable to the Bank of Lithuania: the fee for the services provided in the System and by the Bank of Lithuania, interest, penalties, fines for violations of requirements specified in the legal acts of the European central Bank or the Bank of Lithuania, and other amounts payable in accordance with the procedure laid down in the legal acts of the Bank of Lithuania.

10. If financial collateral held in the ABIC holder's account of own funds is insufficient for debiting the fee at the date of fee debiting, an additional administrative fee of €100 shall be applied to the ABIC holder, which shall be included in the next month's VAT invoice for the services provided.

11. The ABIC holder must cover any additional costs incurred by the Bank of Lithuania related to the participation of the ABIC holder in the System, including but not limited to its registration in STEP2-T, RT1, TIPS or other clearing systems and its connection to the payment schemes.

12. If the ABIC holder disagrees with the calculated fee, the Bank of Lithuania, having received the ABIC holder's claim, shall investigate it by the end of the next business day and notify the ABIC holder of the decision made. If the fee was calculated incorrectly, the Bank of Lithuania shall respectively adjust the amount payable for the next month or shall initiate an additional payment/debit of funds on the same month as agreed by the parties.

13. At the initiative of the Bank of Lithuania, the ABIC holder can submit payment orders for System testing. Test payment orders submitted or received by the ABIC holder are not counted and no fee is charged. No fee is also charged for payment orders executed as a result of System error.

Annex 5
to the Regulations on the Conclusion of the
Addressable BIC Holder Agreement of the
Payment System CENTROLink of the Bank of
Lithuania

	Registration form for the ABIC Holder of the payment system CENTROLink
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1. Activation date

2. ABIC holder name and company code

3. SWIFT BIC

4. the participant registered with the European Payments Council concerning compliance with SEPA schemes
date

Selected functionality:

1. SEPA SCT Yes No

2. SEPA SDD Core Yes No

Debtor only

Creditor & Debtor

3. SEPA SCT INST Yes No

Creditor only

Creditor & Debtor

4. ABIC holder's system is adapted to receive payment orders with Lithuanian characters Yes No

5. ABIC holder's contact data:

1. Name and surname

Phone, email

2. Name and surname

Phone, email

(date)

(position)

(name and surname)

(signature)