ŠIAULIŲ BANKAS AB

entity code 112025254, Tilžės str.149, LT-76348 Šiauliai, Tel. +370 41 595 607, Fax +370 41 430 774, www.sb.lt



TERMS AND CONDITONS OF ŠIAULIŲ BANKAS AB TIER2 SUBORDINATED BOND ISSUE

Type of securities	Tier 2 Subordinated Bonds
ISIN Code	(shall be assigned before the Issue Date)
Number of securities	2 000
Nominal Value	EUR 10 000
Total Nominal Value of the Issue	EUR 20 000 000
Interest Rate	6.15 %
Maturity Date	23 December 2029

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2019

TERMS AND CONDITIONS OF TIER2 SUBORDINATED BONDS

1. GENERAL PROVISIONS

- 1.1. Šiaulių Bankas AB, a limited liability company incorporated in Lithuania (the "Issuer") issues EUR 20 000 000 Tier2 subordinated bond issue (the "Bonds") by the decision of the Management Board of the Issuer:
- 1.2. This document contains terms and conditions of the Bonds.
- 1.3. The Issue terms and conditions shall be available at the Issuer's business address Tilžės str. 149, LT-76348 Šiauliai and it will be available on the Issuer's website www.sb.lt

2. INTERPRETATION

- 2.1. In these Terms the following expressions have the following meanings, whereas additional expressions have been defined in other parts of these Terms, where clearly marked so:
 - 2.1.1. "Agent" means Issuer itself.
 - 2.1.2. "Applicable Banking Regulations" means at any time the laws, regulations, delegated or implementing acts, regulatory or implementing technical standards, rules, requirements, guidelines and policies relating to capital adequacy then in effect in Lithuania including, without limitation to the generality of the foregoing, CRD IV, BRRD, and those regulations, requirements, guidelines and policies relating to capital adequacy adopted by the Supervisory Authority, as replaced or amended from time to time, and then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer or the Group).
 - 2.1.3. "Bail-in Powers" means any loss absorption, write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Lithuania, relating to (a) the transposition of the BRRD as amended or replaced from time to time and (b) the instruments, rules and standards created thereunder, pursuant to which any obligation of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Issuer or any other person (or suspended for a temporary period).
 - 2.1.4. "BRRD" means the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms, as the same may be amended or replaced from time to time.
 - 2.1.5. "Business Day" means a day on which commercial banks settle inter-bank payments in euro in Lithuania and which is a settlement day of the CSD.
 - 2.1.6. "Bonds" mean tier2 (as defined by the Applicable Banking Regulations) subordinated bonds issued by the Issuer in accordance with these Terms and the Final Terms, representing unsecured debt obligation of the Issuer before the Bondholder.
 - 2.1.7. "Bondholder" is the owner of the Bonds.
 - 2.1.8. "Capital Event" means the determination by the Issuer, after consultation with the Supervisory Authority, that the Outstanding Principal Amount of the Bonds ceases or would be likely to cease to be included in whole or in any part, or count in whole or in any part, towards the Tier2 Capital of the Issuer in the essence of CRR.
 - 2.1.9. "Issuer" means Šiaulių Bankas AB, company code 112025254.
 - 2.1.10. "CRD IV" means the legislative package consisting of the CRD IV Directive, the CRR and any CRD IV Implementing Measures.

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- 2.1.11. "CRD IV Directive" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as the same may be amended or replaced from time to time.
- 2.1.12. "CRD IV Implementing Measures" means any regulatory capital rules or regulations, or other requirements, which are applicable to the Issuer or the Group and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer or the Group (on a solo or consolidated basis, as the case may be) to the extent required by the CRD IV Directive or the CRR, including for the avoidance of doubt any regulatory technical standards released by the European Banking Authority (or any successor or replacement thereof).
- 2.1.13. "CRR" means Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as the same may be amended or replaced from time to time.
- 2.1.14. "Supervisory Authority" means the Bank of Lithuania (Lietuvos bankas) and any successor or replacement thereto or any other authority having primary responsibility for the prudential oversight and supervision of the Issuer.
- 2.1.15. "Final Terms" mean the Bond properties summary table, provided in the Annex1 to this document.
- 2.1.16. "Group" means, the Issuer together with its subsidiaries.
- 2.1.17. "Interest Commencement Date" means the Issue Date of the Bonds (as specified in the Final Terms) or such other date as may be specified as such in the Final Terms.
- 2.1.18. "Interest Payment Date" means any date or dates specified as such in the Final Terms.
- 2.1.19. "Issue Date" means the date when the Bond is deemed to be issued as specified in the Final Terms.
- 2.1.20. "Issue Price" means the price payable for one Bond upon the issue thereof as determined in accordance with the Final Terms.
- 2.1.21. "Maturity Date" means the date of ordinary redemption of the Bonds as determined in accordance with the Final Terms.
- 2.1.22. "Nominal Amount" shall mean the stated value of a Bond as specified in the Final Terms.
- 2.1.23. "Outstanding Principal Amount" means the principal amount of the Bond on the Issue Date as reduced by any partial redemption from time to time.
- 2.1.24. "Rate of Interest" means the rate (expressed as a percentage per annum) of interest payable in respect of the Bonds specified in the Final Terms or calculated or determined in accordance with the provisions of these Terms.
- 2.1.25. "CSD" means Nasdaq CSD SE branch in Lithuania (Nasdaq CSD SE Lietuvos filialas), code of legal person 304602060, address Konstitucijos ave. 29-1, LT-08105 Vilnius, Lithuania.
- 2.1.26. "Relevant Amounts" means the outstanding principal amount of the Bonds, together with any accrued but unpaid interest and additional amounts due on the Bonds. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Bail-in Powers by the Relevant Resolution Authority.
- 2.1.27. "Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Issuer and/or the Group.
- 2.1.28. "Tax Event" means:
 - any amendment to, or change in, the laws or treaties (or any regulations thereunder) of the Taxing Jurisdiction affecting taxation;

- any governmental action in the Taxing Jurisdiction; or
- any amendment to, or change in, the official position or the interpretation of such law, treaty (or regulations thereunder) or governmental action or any interpretation, decision or pronouncement that provides for a position with respect to such law, treaty (or regulations thereunder) or governmental action that differs from the theretofore generally accepted position, in each case, by any legislative body, court, governmental authority or regulatory body in the Taxing Jurisdiction, irrespective of the manner in which such amendment, change, action, pronouncement, interpretation or decision is made known,

which amendment or change is effective or such governmental action, pronouncement, interpretation or decision is announced, on or after the Issue Date of the Bonds and as a result of which:

- the Issuer is, or will be, subject to additional taxes, duties or other governmental charges with respect to such Bonds or is not, or will not be, entitled to claim a deduction in respect of payments in respect of such Bonds in computing its taxation liabilities (or the value of such deduction would be materially reduced); or
- the treatment of any of the Issuer's items of income or expense with respect to such Bonds as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to additional taxes, duties or other governmental charges.
- 2.1.29. "Taxing Jurisdiction" means the Republic of Lithuania or any political subdivision thereof or any authority or agency therein or thereof having power to tax or any other jurisdiction or any political subdivision thereof or any authority or agency therein or thereof, having power to tax in which the Issuer is treated as having a permanent establishment, under the income tax laws of such jurisdiction.
- 2.1.30. "Terms" mean these terms and conditions of the Bonds as established by the Management Board of the Issuer, together with the Final Terms forming an agreement between the Issuer and a Bondholder in respect of the issue and redemption of a Bond and rights and obligations arising from the Bond.
- 2.1.31. "Tier 2 Capital" means tier 2 capital for the purposes of the Applicable Banking Regulations.

2.2. In these Terms:

- 2.2.1. if an expression is stated in item 2.1. to have the meaning given in the Final Terms, but the Final Terms gives no such meaning or specifies that such expression is "Not Applicable" then such expression is not applicable to the Bonds;
- 2.2.2. references to any act or other regulatory instrument or any provision of any act or other regulatory instrument shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

3. FORM

3.1. The Bonds are issued in dematerialised book-entry form. The Bonds are not numbered.

4. DENOMINATION

.1. The Bonds will be issued in such denominations as may be specified in the Final Terms.

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5. CURRENCY

5.1. The Bonds are denominated in the euro.

6. TITLE

6.1. The title to the Bonds passes by the registration in the CSD.

7. TRANSFER

7.1. The Bonds can be transferred from one securities account to another by the account managers (members of CSD) by way of debiting the first securities account and crediting the other securities account in the amount of the corresponding number of securities. Ownership of a Bond is deemed to have changed from the moment a relevant entry is made to securities accounts, i.e. when a Bond is transferred to the securities account of the respective Bondholder.

8. DELIVERY

8.1. The Issuer organizes the registration of the Bonds in the CSD and their deletion from the CSD upon their redemption. Only persons who have securities accounts (whether directly of via a nominee structure) with the CSD can subscribe for or purchase the Bonds.

9. TRANSFERABILITY

9.1. The Bonds are freely transferrable; however, any Bondholder wishing to transfer the Bonds must ensure that any offering related to such transfer would not be qualified as a public offering in the meaning of the applicable law. Ensuring that any offering of the Bonds does not fall under the definition of public offering under the applicable law is the obligation and liability of the Bondholder. The securities account managers may temporarily block the Bonds on a Bondholder's securities account to ensure performance of corporate actions regarding the Bonds.

10. STATUS

- 10.1. The Bonds will be subordinated to all unsubordinated claims against the Issuer. The subordination of the Bonds means that upon the liquidation or bankruptcy of the Issuer, all the claims arising from the Bonds shall fall due in accordance with these Terms and shall be satisfied only after the full satisfaction of all unsubordinated recognized claims against the Issuer in accordance with the applicable law. Therefore, upon the liquidation or bankruptcy of the Issuer, the Bondholders are not entitled to any payments due under the Bonds until the full and due satisfaction of all the unsubordinated claims against the Issuer. Without prejudice to the aforesaid, the Bonds shall rank pari passu among all other Tier 2 subordinated and unsecured indebtedness of the Issuer, but shall be senior to any and all Tier 1 instruments. By subscribing to the Bonds or acquiring the Bonds in a secondary market, the Bondholder unconditionally and irrecoverably agrees to such subordination of claims arising from any Bonds.
- 10.2. As long as there are no liquidation or bankruptcy proceedings initiated against the Issuer, all claims arising from the Bonds shall be satisfied in accordance with these Terms and the applicable law. Notwithstanding any rights of the Bondholder under these Terms or the law, by subscribing to Bonds or acquiring the Bonds from a secondary market the Bondholder unconditionally and irrevocably relinquishes the right to demand premature redemption of any Bonds.
- 10.3. No Bondholder shall be entitled to exercise any right of set-off against moneys owed //by the Issuer in respect of such Bonds.

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11. INTEREST

- 11.1. The Bonds shall bear interest on its Outstanding Principal Amount from and including their Issue Date (as specified in the Final Terms) to, but excluding, the date of any final redemption at the rate *per annum* specified in the Final Terms. Such interest will be payable in arrears on each Interest Payment Date as is specified in the Final Terms and on the date of final redemption.
- 11.2. The determination by the Issuer of all amounts of interest for the purposes of this item (11) shall, in the absence of manifest error, be final and binding on all parties.

12. REDEMPTION

12.1. Redemption at Maturity

12.1.1. Unless previously redeemed the Bonds shall be redeemed at their principal amount on the Maturity Date.

12.2. Early Redemption as a result of Tax Event

12.2.1. Upon the occurrence of a Tax Event, but subject to having obtained the relevant Supervisory Authority permission if such permission is then required under the Applicable Banking Regulations, the Issuer may, at its option, having given not less than 30 days' notice to the Bondholders in accordance with item 17 (which notice shall be irrevocable) redeem all (but not some only) of the outstanding Bonds at any time at a redemption amount equal to their Outstanding Principal Amount together with interest (if any) accrued up to but excluding the date of redemption.

12.3. Early Redemption as a result of Capital Event

12.3.1. Upon the occurrence of a Capital Event, but subject to having obtained the relevant Supervisory Authority permission if such permission is then required under the Applicable Banking Regulations, the Issuer may, at its option, having given not less than 30 days' notice to the Bondholders in accordance with item 17 (which notice shall be irrevocable) at any time redeem all (but not some only) of the outstanding Bonds at a redemption amount equal to their Outstanding Principal Amount, together with interest accrued up to but excluding the date of redemption.

12.4. Optional Early Redemption (Call)

- 12.4.1. After 5 years have passed from the Issue Date of the Bonds and having obtained the relevant Supervisory Authority permission if such permission is then required under the Applicable Banking Regulations, the Issuer may, having given not less than 30 days' notice to the Bondholders in accordance with item 17 (which notice shall be irrevocable) redeem fully Bonds at their Outstanding Principal Amount, together with accrued interest thereon.
- 12.4.2. The appropriate notice referred to in this item (12.4) is a notice given by the Issuer to the Bondholders, which notice shall be signed by a duly authorized officer of the Issuer and shall specify:
 - 12.4.2.1. whether Bonds are to be redeemed in whole or in part only and, if in part only, the aggregate Outstanding Principal Amount of the Bonds which are to be redeemed;
 - 12.4.2.2. the due date for such redemption, which shall be not less than 30 days after the date on which such notice is validly given; and
- 12.4.2.3. the amount at which such Bonds are to be redeemed, which shall be their Outstanding Principal Amount together with accrued interest thereon.
- 12.4/3. Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

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12.5. Partial Redemption

12.5.1. If the Bonds are to be redeemed in part only on any date in accordance with item 12.4, the Bonds shall be redeemed *pro rata* to their Outstanding Principal Amount, subject always to compliance with all applicable laws, and the rules of the stock exchange on which the Bonds have then been admitted to trading.

12.6. Cancellation of Redeemed Bonds

12.6.1. All Bonds redeemed in accordance with item 12 will be cancelled and may not be reissued or resold nor can the Issuer use any voting rights arising from the Bonds if at any time should the Bonds be partially repurchased

13. TAXATION

- 13.1. Should any amounts payable in cash or in kind (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Bonds be subject to withholding or deduction of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Republic of Lithuania or any political subdivision thereof or any authority or agency therein or thereof having power to tax, the Issuer shall be entitled to withhold or deduct the respective taxes or duties. For the avoidance of doubt, any such withholdings or deductions shall be made by the Issuer on the account of the Bondholder with the Issuer having no obligation to compensate the withheld or deducted tax amounts to the Bondholder.
- 13.2. Should an applicable treaty for the avoidance of double taxation set forth lower withholding rates than those otherwise applicable to the interest payment under Lithuanian domestic law, the respective Bondholder shall be requested to provide the documents necessary for application of the respective treaty (including, but not limited to, residence certificate issued or attested by the tax authority of the residence state of the Bondholder) at least 15 (fifteen) days prior to the payment. If such documents are not presented to the Issuer, the Issuer shall be entitled to withhold tax at the rates set forth by the Lithuanian domestic legislation.
- 13.3. Any reference in these Terms to interest in respect of the Bonds shall be deemed also to refer to any additional amounts which may be payable under this item (13) or any undertaking given in addition thereto or in substitution therefor. For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of payments of principal under the Bonds.

14. PAYMENTS

- 14.1. Payments of amounts (whether principal, interest or otherwise, including on the final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in the CSD at the close of business on the Business Day preceding the due date for such payment (the "Record Date"). Payment of amounts due on the final redemption of the Bonds will be made simultaneously with deletion of the Bonds, or, if so required by the Issuer, against delivery of the Bonds to the Issuer. If the due date for payment of the final redemption amount of the Bonds is not a Business Day, the Bondholder thereof will not be entitled to payment thereof until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms.
- 14.2. If the Issuer fails to transfer any amount payable to a Bondholder in connection with the Bond by the due date, the Issuer undertakes to pay delay interest to the Bondholder on the outstanding amount as from the payment deadline until actual payment at the rate specified in the Final Terms.

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15. LIMITATION PERIOD

15.1. Claims against the Issuer in respect of the Bonds will expire unless made within 3 years after the due date for payment.

16. AGENT

16.1. As Issuer plays Agent's role itself, i.e. there is no mediator between the Issuer and the Bondholders during registration of the Bonds in the CSD as well as subscription for Bonds, interest and redemption payments, etc., the Bondholders acknowledge that they have no additional claims against the Issuer and the Issuer has no additional obligations, other than provided in these Terms, arising solely from the fact that the Issuer plays the Agent's role itself.

17. NOTICES

17.1. To Bondholders

17.1.1. Notices to Bondholders will be deemed to be validly given published through the information system of the stock exchange in which they are listed (if applicable) or in case of unlisted Bonds if sent to them at their e-mail address as recorded in the CSD or, and will be deemed to have been validly given on the second Business Day after the date of such sending or publishing.

17.2. To Issuer

17.2.1. Notices to the Issuer will be deemed to be validly given if delivered to the Issuer at 149 Tilžės str., Šiauliai, Lithuania or by e-mail to rid@sb.lt (or at other contact details as may have been notified to the Bondholders) and will be deemed to have been validly given at the opening of business on the next day on which the Issuer's principal office is open for business.

18. LAW AND JURISDICTION

18.1. The Bonds and all non-contractual obligations arising out of or in connection with any of them are governed by Lithuanian law and subjected to the jurisdiction of the courts of Lithuania.

19. ACKNOWLEDGEMENT OF BAIL-IN POWERS

- 19.1. Notwithstanding and to the exclusion of any other term of the Bonds or any other agreements, arrangements or understanding between the Issuer and any Bondholder, by its acquisition of the Bonds, each Bondholder acknowledges and accepts that any liability arising under the Bonds may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:
- 19.2. the effect of the exercise of any Bail-in Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:
- 19.2.1. the reduction of all, or a portion, of the Relevant Amounts in respect of the Bonds;
- 19.2.2. the conversion of all, or a portion, of the Relevant Amounts in respect of the Bonds into shares, other securities or other obligations of the Issuer or another person, and the issue to or conferral on the Bondholder of such shares, securities or obligations, including by means of an amendment, modification or variation of the terms of the Bonds;
- 19.2.3. the cancellation of the Bonds or the Relevant Amounts in respect of the Bonds;
- 19.2.4. the amendment or alteration of the amount of interest payable on the Bonds, or the date on which interest becomes payable, including by suspending payment for a temporary period; and
- .3. the variation of the terms of the Bonds, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Bail-in Powers by the Relevant Resolution Authority.

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Annex 1 FINAL TERMS

Issuer	Šiaulių Bankas AB
Bonds	Tier 2 Subordinated Bonds
Type of Bonds	Fixed rate
Currency	EUR
Nominal value	EUR 10 000
Quantity, units	2 000
Total nominal value	EUR 20 000 000
Issue price	EUR 10 000
Issue Date	2019-12-23
Interest Commencement Date	2019-12-23
Maturity date	2029-12-23
Bond term	10 years
Redemtion price	Nominal value
Rate of interest	6.15% per annum
Interest payment dates	23 December of each year from 2020 to 2029
Day count fraction	act/act
Collateral	Without collateral
Governing law	Lithuanian law
Transferability	Freely transferrable
Convertibility	Not convertible
Bail-in powers	Each Bondholder acknowledges and accepts that any liability arising under the Bonds may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by actions provided in Terms and Conditions of Bonds
Listing and admission to trading	The Issuer commits to involve the Bonds in regulated market (NASDAQ Baltic Bond List) within 12 months from the Issue Date
Agent	Šiaulių Bankas AB
Settlement organizer	Šiaulių Bankas AB
Distributor	Šiaulių Bankas AB
Trustee	Legisperitus UAB
Subscription term	2019-12-20
Settlement date	2019-12-23

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Annex 2 PURCHASE OFFER OF ŠIAULIŲ BANKAS AB SUBORDINATED BONDS

Tier2 Subordinated Bonds (further Bonds)	
Issuer:	Šiaulių Bankas AB, code of legal person
	112025254, Tilžės str.149, LT-76348
	Šiauliai, Lithuania
ISIN:	shall be assigned before the Issue Date
Aggregate principal amount:	EUR 20,000,000
Nominal Value:	EUR 10 000
Interest Rate:	6.15% per annum (act/act)
Issue Price:	Nominal value
Issue Date:	23 December 2019
Interest Payment Dates	23 December of each year from 2020 to
094	2029
Maturity Date:	23 December 2029
Early redemption price:	100 per cent of the Nominal Value together
	with accrued, but unpaid Interest
Placement Period:	20 December 2019
Governing Law:	Lithuanian law

Purchase Offer	
Pursuant to the Terms and Conditions of undersigned applicant (the "Applicant") here with the following:	
Number of Bonds to be acquired:	
Amount of Bonds to be acquired (in nominal value):	

Application guidance

A scanned copy of the Purchase Offer, duly signed, valid and binding on the part of the Applicant, should be sent to the following e-mail address of the Issuer: vp.prekyba@sb.lt by the end of the Placement Period.

Incomplete or incorrectly completed Purchase Offers will be disregarded. No additions or amendments may be made to the printed text.

Confirmations of the Applicant

By signing and executing this Purchase Offers the Applicant irrevocably confirms:

- 1. That it requests to acquire the Bonds specified above;
- 2. That it has received, read and understood the Terms and Conditions and as is capable of assessing (and has made an own assessment) the risks associated with an investment in the Bonds and so this investment is made solely at its own risk.
- 3. That it acknowledges and accepts that any liability arising under the Bonds may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by actions provided in Terms and Conditions of Bonds.

The Applicant further confirms and accepts that all acceptances, confirmations and undertakings given by the Applicant pursuant to this Purchase Offer may be enforced against the Applicant by the Issuer.

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Information on the Applicant		
Name:	Contact person:	
Reg. Code:	Address:	
Phone:		
Fax:		
Email:		
Securities account No:	Owner of the securities account and current account:	
Current account No:		

Date:

Name and signature:

Teisininké Eglė Antulė