



**EFDI. EUROPEAN FORUM
OF DEPOSIT INSURERS**

**SCHEDULE 2 BILATERAL SPECIFICATIONS UNDER THE COOPERATION AGREEMENT ON
DEPOSIT GUARANTEE SCHEMES (THE "AGREEMENT") – CROSS-BORDER PAYOUTS**

BETWEEN

Financial and Capital Market Commission (Latvian Deposit Guarantee Fund)

And

VĮ "Indėlių ir investicijų draudimas" (Lithuanian DGS)

Edited by the European Forum of Deposit Insurers (EFDI)

Version 1.0 – 15 September 2016

**SCHEDULE 2: BILATERAL SPECIFICATIONS UNDER THE COOPERATION AGREEMENT ON
DEPOSIT GUARANTEE SCHEMES (THE "AGREEMENT") – CROSS-BORDER PAYOUTS**

I – PARTIES

1. Financial and Capital Market Commission (Latvian Deposit Guarantee Fund)
LV-1050 Riga
LATVIA
tax identification number 90001049028
the "Home DGS";

And

2. VĮ "Indėlių ir investicijų draudimas" (Lithuanian DGS)
LT-03219 Vilnius
LITHUANIA
tax identification number 110069451
the "Host DGS".

II – PRINCIPLES

In application to Part II of the Agreement, the Home DGS and the Host DGS as stated above convene the following as operational conditions applicable between them (Bilateral-Spec.). These bilateral specifications shall apply in addition to the principles and duties as specified in the Agreement.

III – COOPERATION LANGUAGE

No further specifications.

IV – EXCHANGE OF INFORMATION BETWEEN PARTIES

In addition to Provision 4 of the Agreement, the Home DGS agrees to provide the Host DGS with the following data fields in relation to each Relevant Credit Institutions Branch once a year or by request:

- Number of depositors
- Total covered deposits
- Other relevant data.

V – PREPAREDNESS AND TESTS

A - Further to Provision 5 of the Agreement, the Home DGS and the Host DGS agree to:

- Make exchanges of a Test Payment Instruction File a secure channels at least once in three years.
- Organise a crisis management exercise on a Test Payout on an occasional basis.

VI – PRIOR NOTIFICATION OF THE PAYOUT EVENT

No further specifications.

VII – PAYOUT AND TIMEFRAME

No further specifications.

VIII – USE OF THIRD PARTIES BY THE HOST DGS

As specified in Provision 8.3 of the Agreement, the Host DGS may have to outsource services to third-parties in the course of the Payout:

If the Host DGS uses services of a third party and should the Home DGS ask for replacement of at third party , the costs of this replacement are to be reimbursed by the Home DGS to the Host DGS.

IX – PAYMENT INSTRUCTIONS

No further specifications.

X – EXCHANGE MECHANISM

A – As an alternative to Provision 10.1 of the Agreement and in accordance with the prescriptions in the relevant section in the H2C Rulebook, the Parties define their bilateral Exchange Mechanism as follows:

- Other

B – In case of unavailability of the section A solution Parties will exchange via e-mail with secured files (*.zip files encrypted with at least AES -256). ZIP file password has to be transmitted by alternative channel, SMS or voice call.

XI – CURRENCY AND METHOD OF PAYMENT

Under Provision 11.1 of the Agreement, the Home DGS and the Host DGS agree to take the euro as the Payout Currency.

XII- COMMUNICATION

A – D. Provisions 12.1 (viii), 12.1 (ix), 12.1 (x) and 12.2 of the Agreement are sufficient.

E - Further to Provision 12.4 of the Agreement, the Parties convene to make use along the Payout Process of the following tools or documents:

The following documents will be sent by the Home DGS:

- Sending letters to depositors with general content
- Sending letters to depositors with detailed SCV data

The following tools or documents may be used if appropriate for a specific Payout Event upon agreement between the Home DGS and the Host DGS.

- Activation of a call centre
- Publication of documents in the failed bank's branches or websites
- Publication of documents in the agent bank's branches or websites
- Media buying (press, radio...)
- Press relations management
- Social media management (at the Host DGS's, the failed bank's, the paying agent bank's platforms)
- Use of tools required by the method of payment
- Any other tool.

XIII – ADDITIONAL SERVICES RENDERED BY THE HOST DGS

In application to Provision 13 of the Agreement, the Home DGS and the Host DGS convene that the Host DGS will render to the Home DGS the following services, upon agreement between the Home DGS and the Host DGS if appropriate for a specific Payout Event:

- Assistance for receiving and answering general queries by Host Depositors
- Contact assistance between Host Depositors and the Home DGS for specific queries
- Translation of Documents from the Host language to i/ the English language or ii/ to the Home language
- Interpreting services
- Analysis of Temporary High Balances claims

- Analysis of other claims
- Media buying
- Others (to be specified).

XIV – FINANCIAL SPECIFICATIONS AND COSTS

A - E Provisions 14.1.b, 14.1.c, 14.2.c and 14.2.f of the Agreement are sufficient.

F – If not already provided for, the cost matrix of the Host DGS, filled with all the needed data shall be provided upon a Payout Event.

G - As an alternative to the H2C Rulebook and further to Provision 14.3.b of the Agreement, the Parties convene that costs shall not be prefunded.

H - As an alternative to Provision 14.3.b and further to Provision 14.3.c of the Agreement, the Parties opt for a reimbursement of costs following the Payout and agree to apply the following reimbursement specifications:

- Time to reimburse the costs: upon demand by the Host DGS based on a detailed invoice specifying the costs. Payment is to be made within a month following the demand.

I - Further to Provision 14.4, the Parties agree to define the right of audit and its modalities as follows:

- If the Home DGS requests an audit of the Host DGS, the audit shall only include verification of the costs related to the Payout Process.

XV – OTHER BILATERAL PROVISIONS

No further specifications.

XVI AMENDMENT

These bilateral specifications shall be amended upon Provision 23 of the Agreement.

XVII ENFORCEMENT AND TERMINATION

These bilateral specifications shall enter into force as provided for by Provision 20 of the Agreement.

These bilateral specifications shall only terminate in the form as requested by Provision 20 of the Agreement.

**By: Financial and Capital Market
Commission**

Authorized Representative

Name: Pēters Putniņš

Title: Chairman

Date: _____

**By: VĮ „Indėlių ir investicijų
draudimas”**

Authorized Representative

Name: Aurelija Mažintienė

Title: Director

Date: _____



**EFDI. EUROPEAN FORUM
OF DEPOSIT INSURERS**

**SCHEDULE 3: BILATERAL TRANSFERRING SPECIFICATIONS UNDER THE COOPERATION
AGREEMENT ON DEPOSIT GUARANTEE SCHEMES (THE “AGREEMENT”)**

BETWEEN

VĮ “Indėlių ir investicijų draudimas” (Lithuanian DGS)

And

Financial and Capital Market Commission (Latvian Deposit Guarantee Fund)

Edited by the European Forum of Deposit Insurers (EFDI)

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**SCHEDULE 3: BILATERAL TRANSFERRING SPECIFICATIONS UNDER THE COOPERATION
AGREEMENT ON DEPOSIT GUARANTEE SCHEMES (THE "AGREEMENT")**

I – PARTIES

1. VĮ "Indėlių ir investicijų draudimas" (Lithuanian DGS)
LT-03219 Vilnius
LITHUANIA
tax identification number 110069451
the "Transferring DGS"

And

2. Financial and Capital Market Commission (Latvian Deposit Guarantee Fund)
LV-1050 Riga
LATVIA
tax identification number 90001049028
the "Receiving DGS".

II – PRINCIPLES

In application to Part III of the Agreement, the Transferring DGS and the Receiving DGS as stated above convene the following as operational conditions applicable between them (bilateral transferring specifications). These bilateral transferring specifications will apply in addition to the principles and duties as specified in the Agreement.

III – BILATERAL PROVISIONS

As an alternative to Provision 18.2 of the Agreement Parties agree:

The transfer of contributions (funds) from the Transferring DGS to the Receiving DGS shall take place no longer than 6 months from the moment the Member Institution joins the Receiving DGS.

The Receiving DGS shall submit to the Transferring DGS the bank account details to which the Transferring DGS shall transfer the contributions no later than one month from the moment the Member Institution joins the Receiving DGS.

IV - AMENDMENT

These bilateral transferring specifications shall be amended upon Provision 23 of the Agreement.

V – ENFORCEMENT AND TERMINATION

Those bilateral specifications shall enter into force as provided for by Provision 20 of the Agreement.

Those bilateral transferring specifications shall only terminate in the form as requested by Provision 20 of the Agreement.

By: VJ "Indēliju ir investīciju draudimas"	By: Financial and Capital Market Commission
Authorized Representative	Authorized Representative
Name: <u>Aurelija Mažintienė</u>	Name: <u>Pēters Putniņš</u>
Title: <u>Director</u>	Title: <u>Chairman</u>
Date: _____	Date: _____