

GENERAL TRANSACTION AND SERVICE REGULATIONS

General definitions

Bank - Joint Stock Company TRASTA KOMERCBANKA, registered in the Register of Enterprises of the Republic of Latvia on 27.09.1991, registered in the Commercial Register of the Republic of Latvia on 28.04.2003 under unified registration number 40003029667, registered address: Miesnieku Street 9, Riga, LV-1050, Latvia, e-mail address: info@tkb.lv; website address: www.tkb.eu; Licence for operations as a credit institution No.8, monitoring institution - Financial and Capital Market Commission, website address: <http://www.fktk.lv>.

Customer - a person having permanent legal capacity and capacity to act, and who uses, used or expressed a wish to use the services provided by the Bank.

Parties - the Bank and the Customer jointly and severally.

Regulations - the General Transactions and Service Regulations approved by the Bank, which regulate the legal relationship between the Parties and are applicable to all the Services; Part II of the Bank's Agreement on Principal Services.

Service - any financial or other services, which the Bank offers and provides to its Customers.

Special Agreement - any Agreement on Provision and Reception of Services concluded between the Parties, which is not the Agreement on Principal Services.

Agreement on Principal Services - an Agreement on Provision and Reception of Services concluded between the Parties, which consists of Part I of the Agreement on Principal Services and the Regulations.

Part I of the Bank's Agreement on Principal Services - a form, which the Customer completes and signs to express the wish to receive one or more Services and which consists of 5 sections: "Section A: Current Account", "Section B: Remote Services", "Section C: Payments Cards", "Section D: Deposits" and "Section E: Lifestyle Services".

Service Agreement - the Special Agreement and/or the Agreement on Principal Services.

Customer's Questionnaire - a Bank's form approved by the Bank and to be completed by the Customer, which states complete and accurate data and details of the Customer, which the Bank will use, inter alia, for communication with the Customer, as well as the cause of opening of the Account, planned cooperation regions, countries, intended account turnover, a certification about the true beneficiary and other essential information.

Payment Service - any payment service provided by the Bank, which meets the definition provided in the Law on Payment Services and Electronic Money.

Payment Order - Customer's order to the Bank to fulfil a payment.

Payment - an activity initiated by the payer or the beneficiary, the purpose of which is to hand over money, to make a transfer or to withdraw money and which does not depend on the obligations on which the legal relations between the payer or the beneficiary are based.

Unauthorised Payment - an incorrectly or erroneously completed or forbidden payment.

Payment Instrument - a personalised device or a set of procedures, which the Customer uses to submit an Order proposed for fulfilment. Under these Regulations a payment instrument is considered to be: Payment cards, Remote bank services.

Account - the Customer's current account in the Bank.

Multi-Currency Account - an Account with several currencies.

Card Account - a one-currency Account, which is linked to the payment card issued the Bank.

Temporary Account - an Account, which is opened for depositing of stock capital prior to registration of a company in the Register of Enterprises of the Republic of Latvia (Commercial Register).

IBAN - an International Bank Account Number; an international payment account number, which unambiguously identifies an individual payment account in any European Union Member States and corresponds to the international standard ISO 13616-1:2007 "Financial services". IBAN is a unique identifier.

Pricelist - a Joint Pricelist of Services, which is a systematised summary of service fees for the Bank's services, according to which the Bank deducts service fees for the Services provided by the Bank, calculates, pays or deduct interest. The Pricelist is an integral part of the Agreement on Principal Services and other Service Agreements.

Service Fee - the remuneration defined in the Pricelist, which the Customer pays for the Services provided by the Bank.

Account Statement - a document prepared on paper or in an electronic form, which reflects all the cash flow on the Account within the indicated period and states the balance of the Account at the start and at the end of this period.

Applicable Law - laws and regulations of the Republic of Latvia, laws and regulations of the European Union, which are directly applicable in Latvia. Laws and regulations of the European Union or other foreign countries are applicable, if envisaged by laws and regulations of the Republic of Latvia or the Customer and the Bank have agreed on such a procedure, when entering into the transaction relationship.

Working Day - a Bank's working day.

Bank's Office Hours - the time, when the Bank is open for general operations.

Consumer - the Customer as a natural person, who expresses a wish to receive, receives and/or could/plans to receive the Service for the purpose, which is not related to its economic or professional activities.

Definitions of Section A: "Remote Services"

Electronic Document - a document, created in an electronic way, including, but not limited to a Customer's order with instructions to perform respective operations, an application, as well as any other documents, in which the information is provided in an electronic form and, which is signed by an Electronic Signature.

Electronic Signature - a key generated by the authorisation element assigned by the Remote Service, which is attached to the Electronic Document or is logically related to this document, ensures the authenticity of the Electronic Document and confirms that the Customer uses the authentication means provided to it and the password managed by the Customer.

Secure Electronic Signature - a secure electronic signature in the meaning of the Electronic Documents Law.

Remote Bank Service - Internet Bank, Telephone Bank, SMS Bank and Info Chat.

Internet Bank - Trast.Net information system, the access address of which is: <https://www.tkb.eu>, and with which remote access to Bank's Services is ensured.

Telephone Bank - a telecommunication system, which ensures remote access to Bank's Services using telephone communication. Telephone of the Telephone Bank: +371 67027777.

SMS Bank - the possibility to receive information on transactions made with payment cards by the card user in the Customer's mobile phone via SMS.

Info Chat - a service, which provides the Customer the possibility to contact the Bank in real time, in a secure information system using a certain software (in writing or orally).

User of the Remote Bank Service - the Customer and/or the person, who, on behalf of the Customer, is authorised to use the Internet Bank (User) through Authentication (Electronic Identification Data), using the totality of the user code, password and the key generated by the Authorisation Element assigned to the Customer or User by the Bank. The User is entitled to use the Internet Bank with the viewing mode defined by the Customer or a full functionality mode. User's rights and obligations are identical to the Customer's rights and obligations defined in these regulations.

Authentication - a recognition procedure, which based on the Electronic Identification Data allows the Bank to state that the connection to the Remote Bank Service is established by the Customer and/or the User, who uses the Electronic Identification Data assigned by the Bank.

Electronic Identification Data - the totality of the user code, password and the key generated by the Authorisation Element assigned to the Customer or User, which allow to perform Authentication.

Authorisation Element - a code calculator (digipass) assigned to the Customer or the User.

Key Generated by the Authorisation Element - the Customer's electronic signature, which is attached to the Electronic Document or is logically related to this document and ensures the authenticity of the Electronic Document and confirms the Customer's identity.

Compromising the Authorisation Element and the Password - loss, theft of the Authorisation Element and/or the Password, unauthorised access to the Authorisation Element and parameters of the Password.

Definitions of Section C: "Payment Cards"

Permitted Credit Limit - the amount of money, which the Bank has granted to the Customer in the form of a credit facility in addition to the Customer's funds on the Card Account, for which the Bank receives respective interest.

Permitted Credit Limit Interest - interest, which the Customer should pay for the use of the Permitted Credit Limit.

Permitted Credit Limit Interest Rate - the fixed rate defined in the Pricelist, according to which the Customer should pay interest for the use of the Permitted Credit Limit.

Total Costs of the Permitted Credit Limit - the total amount of payments made by the Customer in favour of the Bank, which includes payments to cover the accrued Permitted Credit Limit Interest and service fees (if any in the Pricelist).

Annual Interest Rate of the Permitted Credit Limit - the Total Costs of the Permitted Credit Limit, which are expressed in interest per annum from the amount of the Permitted Credit Limit in the manner prescribed by laws and regulations of the Republic of Latvia.

Period of Use of the Permitted Credit Limit - the period, during which the Permitted Credit Limit is available to the Customer.

Report - a monthly report on the Card Account or a Statement, which reflects the Transactions made on the Card Account.

Contactless Function - a functionality of the payment card, which allows to carry out Transactions in presence of the payment card by reading and processing payment card's data without entering its PIN code or signing a Transaction cheque. The availability of the Contactless Function for the Card is evidenced by a respective pictogram on the Card.

CVC2 Code - a three-digit code on MasterCard and Maestro cards, which consists of three digits and which is located on the side of the card close to the Card user's signature panel and intended for the increase of card security for online payments with the card.

Card Transaction - the use of the Card to pay for goods and services, withdrawal of cash in banks or ATMs and other transactions made with the Card.

Card Transaction Limit - the maximum limit of the amount/number of a Transaction(-s) within a respective period of time, which is defined in the Pricelist or based on the Bank's separate agreement with the Customer.

FDL - SIA First Data Latvia - the Card and Transaction data processing centre servicing the Bank.

Card- a payment card issued by the Bank.

Card Account Balance - the total amount of the available balance of Customer's personal funds and the Permitted Credit Limit granted by the Bank (if any).

Card User - a natural person, whom, based on a Customer's application, the Bank issues the Card and whose name and surname are indicated on the Card.

Security - a security deposit, a surety or a pledge established by an agreement, which secured Bank's claims against the Customer, if the Customer does not fulfil its liabilities arising from terms of the Agreement on Principal Services.

Unauthorised Transaction - an incorrectly or erroneously fulfilled or forbidden Transaction.

PIN Code - an identification number, a combination of digits known only to the Card User, which the Bank issues together with the Card and which the Card User uses as an electronic signature to confirm individual Transactions.

MasterCard® SecureCode™ - a service, which provides additional protection to Card Users within the SecureCode system created by MasterCard, when making purchases in shops of online traders - members of the system - and using the Bank's payment card issued to the Customer.

SecureCode - the password of the Customer/Card User created/updated in the Internet Bank or generated by the Bank together with the Card, which is used, when making purchases in the internet environment.

Trader - a merchant, who accepts the Card for payments for goods and services in its place of commercial activity.

Definitions of Section D: “Deposits”

Depositor - the Customer, with whom a deposit agreement is concluded.

Term Deposit - Customer’s money deposit in the Bank for a certain Term Deposit period and with a certain Term Deposit Interest rate.

Term Deposit Period - the time period (months), for which the Term Deposit is deposited.

Term Deposit Interest - the interest calculated from the amount of the Term Deposit, which the Bank pays to the Depositor, and which depends on the Term Deposit Period and the interest rate.

Definitions of Section E: “Lifestyle Services”

Lifestyle Service - a Bank’s service, which provides services of a private secretary: provision of information to the Customer, ordering and/or reservation on behalf of the Customer and according to the Orders given by the Customer, as well as making offers to the Customer on services and products of Bank’s Cooperation Partners.

Lifestyle Service Reception Place - the territory of Latvia.

Lifestyle Service Cooperation Partner - a natural or a legal person, a personal company, other legal formation, an association of such persons in any combinations thereof, who offer services unrelated to the provision of financial services, for example, accommodation in a hotel, organisation of travels, transport services, health care services, sport, recreation, consultations and other services.

Service of a Lifestyle Service Cooperation Partner - services provided by different service providers, which the Customer can order, using the Lifestyle service, and to pay with a Card or by transfer, using Remote Bank Services.

Lifestyle Service Reservation Fee - a reservation fee or a guarantee payment set for the reception of a Service of a Lifestyle Service Cooperation Partner, which, according to the rules of provision of the Service of a Lifestyle Service Cooperation Partner, the Customer should pay before the reception of such service.

1. SUBJECT-MATTER

- 1.1. These Regulations are applicable to any legal relations between the Bank and the Customer.
- 1.2. The Bank shall provide the possibility to read the Regulations by making them available in the Customer service premises and on the Bank’s website.
- 1.3. Regulations in Russian and English are considered to be translations of the Regulations from Latvian. In case of disputes, the Latvian version of the Regulations is applicable.
- 1.4. The Customer shall read the Regulations and shall certify in the manner prescribed by Part I of the Agreement on Principal Services that understands them and agrees that these Regulations are applicable to the relations between the Parties.
- 1.5. Prior to the signature of the Agreement on Principal Services or within 5 working days from the signature of Part I of the Agreement on Principal Services, if Part I of the Agreement on Principal Services is signed on paper, the Customer shall have the right to request from the Bank and the Bank shall be obliged to explain to the Customer the content of the Regulations or individual paragraphs of the Regulations, which are not clear to the Customer. The above mentioned Customer’s rights shall not be detrimental to Paragraph 2.1 of the Regulations. When the Agreement on Principal Services is signed electronically, the Customer

shall have the right to request from the Bank and the Bank shall be obliged to explain to the Customer the content of the Regulations or individual paragraphs of the Regulations, which are not clear to the Customer.

- 1.6. Specific rules of each separate service referred to in Part I of the Agreement on Principal Services are defined in terms of the respective section of the Regulations.
- 1.7. The Bank shall provide any Service, which is not indicated in the Agreement on Principal Services, to the Customer based on the Regulations and a separately concluded Special Agreement. Terms of the Special Agreement shall prevail over the Regulations.
- 1.8. All the references to the Regulations shall include a reference to these Regulations as amended and updated.
- 1.9. Service Agreements can be signed on paper or as an Electronic Document with an Electronic Signature in Bank's remote service systems Internet Bank and/or Telephone Bank, if the Customer has the right to submit an application and/or sign a Service Agreement in the respective remote service system, using the valid functionality of the Internet Bank and the possibilities provided by the Telephone Bank.
- 1.10. Service Agreements and documents related to the agreements, which have been signed in the Bank's remote service system, are Electronic Documents. All the Electronic Documents signed by the Customer using its Electronic Signature have the same force as those signed on paper.
- 1.11. The Bank shall have the right to refuse the initiation of transaction relations or to refuse the conclusion of a separate Service Agreement without explaining the cause of the refusal.

2. ENTRY INTO FORCE OF THE REGULATIONS AND AGREEMENTS

- 2.1. The Regulations shall become binding to the Customer from the day, when it signed Part I of the Agreement on Principal Services.
- 2.2. The Bank shall have the right to amend the Regulations unilaterally. The Bank shall inform its Customers about new versions of the Regulations by making them available in the Customer service premises, on the Bank's website and/or in the Internet Bank.
- 2.3. To existing Customers the Bank shall provide the possibility to read the Regulations 60 (sixty) days before the effective date of the Regulations. The Regulations shall also refer to those transactions concluded between the Parties, which occurred before and continue to exist at the time of entry of the Regulations into force. If the Customer does not agree to the new version of the Regulations, until the time of entry of the Regulations into force the Customer shall have the right to terminate all the agreements concluded between the Parties having fulfilled all the liabilities arising from such Agreements. If the Customer does not use the right under this paragraph, it shall be considered that the Customer has agreed to the new version of the Regulations. If the existing Customer applies for the reception of a new Service before the entry of the Regulations into force, the new version of the Regulations shall be applicable to the relations between the Parties as of the moment, when the Customer has signed Part I of the Agreement on Principal Services and has received that version of the Regulations or certifies that has read the new version of the Regulations.

3. DOCUMENT PREPARATION REQUIREMENTS

- 3.1. The documents submitted to the Bank shall be originals or derivatives certified by a notary. The Bank shall accept documents in Latvian, Russian or English.
- 3.2. The Bank shall have the right to request duly notarised documents and/or copies of documents, which should be submitted by the Customer to the Bank.

- 3.3. The Bank shall have the right to request duly notarised translations of documents(including personal identification documents), if such documents have not been in Latvian, English and/or Russian. If the Bank prepares such translations on its own or with the help of third parties, the Customer shall reimburse the Bank all the costs arising thereof. The Bank shall have the right without acceptance and without prior approval of the Customer to deduct from the Customer's account any costs in connection with producing of any such translations.
- 3.4. All the documents and/or copies of documents to be submitted to the Bank, which were issued or prepared outside the territory of the Republic of Latvia, should be legalised, unless otherwise provided by laws and regulations of the Republic of Latvia.

4. CUSTOMER'S IDENTIFICATION

4.1. General Customer identification matters

- 4.1.1. The Bank shall identify the Customer according to the procedure established in the Regulations and according to the requirements of laws and regulations of the Republic of Latvia.
- 4.1.2. Before the initiation of transaction relations, if Customer's identification data change, as well as at the Bank's request, the Customer shall submit to the Bank any documents certifying its identity. These documents shall be submitted to the Bank as originals or as notary-certified copies.
- 4.1.3. In addition to the provisions of paragraph 4.1.2 of the Regulations, the Customer shall be obliged to submit a fully completed and signed Customer's Questionnaire to the Bank.
- 4.1.4. The Bank shall have the right to ask the Customer to update the data indicated in the Customer's Questionnaire and/or to prepare a new Customer's Questionnaire. The Bank shall have the right to take any other measures in order to fully identify the Customer and get an insight into its economic or professional activity and true beneficiaries.
- 4.1.5. The Customer shall forthwith notify the Bank of any changes in the information and/or documents submitted to the Bank by the Customer.
- 4.1.6. Customers shall be identified based on originals or copies of documents, which have legal force in the Republic of Latvia.
- 4.1.7. The Customer shall be obliged to submit to the Bank a notice of changes in identification documents, amendments to powers of attorneys and/or representation rights. Powers of attorney and documents certifying representation rights, as well as any cancellations or amendments thereof shall be regarded as binding to the Bank only when submitted to the Bank in writing, regardless of the information available in public registers or other official sources of information. All amendments to documents shall be prepared by the Customer and submitted to the Bank in accordance with the requirements set out in these Regulations with respect to submission of the said documents.

4.2. Identification of a natural person

- 4.2.1. Natural persons, residents of the Republic of Latvia shall submit the following identification documents to the Bank:
 - a passport or an ID card.
- 4.2.2. Natural persons, non-residents of the Republic of Latvia shall submit the following identification documents to the Bank:
 - an ID document valid to enter the territory of the Republic of Latvia, if the person appears in person at the Bank in the Republic of Latvia;
 - a domestic passport of the person's residence country, other personal ID document recognised in the respective country or a document allowing

entering the country where identification of the person is to be performed, if the identification does not take place at the Bank in the Republic of Latvia.

4.3. Identification of a legal person

- 4.3.1. For identification of a legal person, the following should be submitted to the Bank:
 - 4.3.1.1. documents certifying the fact of legal registration of the legal person in a respective register of the Register of Enterprises, to represent the list of capable persons,
 - 4.3.1.2. articles of association of the company as amended or similar documents, if those should be prepared according to the legal form of the person.Documents of a legal person, non-resident of the Republic of Latvia, can differ from the list above according to the jurisdiction of the state of registration of the company.
- 4.3.2. To open a Temporary Account the Bank shall be provided with the memorandum of incorporation (decision on association/incorporation) for identification of the established legal person.
- 4.3.3. A statement of the legal person, resident of the Republic of Latvia, issued by the Register of Enterprises on updated entries in the register shall be issued not earlier than 30 calendar days before their submission to the Bank.
- 4.3.4. If the Customer, resident of the Republic of Latvia, does not submit the documents listed in paragraph 4.3.1 or the Customer, legal person, was registered using a Secure Electronic Signature, the Bank upon Customer's request can receive information from the LURSOFT database. The Bank shall deduce a service fee defined in the Pricelist from the Customer for such a way of acquisition of information.
- 4.3.5. Natural persons, representing a legal person shall be identified according to the documents above stated in the Regulations for identification of natural persons.

4.4. Powers of attorney

- 4.4.1. The authorised person acting on behalf of the Customer, shall present to the Bank a power of attorney, which unambiguously states the rights to close the deal initiated by the authorised representative.
- 4.4.2. Powers of attorney of Customers - natural persons submitted to the Bank should have a notary's certification that the document is authentic and the person concerned had legal capacity and capacity to act to sign it. The existing Customer - natural person, can prepare a power of attorney at the Bank according to the Bank's defined form of power of attorney. In this case, a power of attorney shall be prepared in the presence of a Bank representative and requires a notarial certification.
- 4.4.3. Powers of attorney of Customers - legal persons submitted to the Bank should be prepared according to the requirements of laws and regulations with regard to preparation of powers of attorney. The Bank shall have the right to request that the power of attorney to be submitted has a notarial certification that the document is authentic and the person concerned had the right to sign it.
- 4.4.4. If the Customer has not reached the age of majority, a Customer's representative should present a document certifying the right to close deals on behalf and in the interests of this minor person.

5. CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA

- 5.1. The Bank shall be obliged to guarantee the secrecy the person, accounts, deposits and transactions of the Customer. The Bank shall have the right to disclose Customer's confidential Information only according to the Applicable Law or as prescribed in an agreement between the Bank and the Customer.

- 5.2. Any information about the Customer, Accounts and operations on them, transactions closed or planned by the Customer, information acquired as a result of identification and research of the Customer, Customer's personal data, as well as other information, which has become known to the Bank when providing the Services to the Customer shall be regarded as confidential.
- 5.3. The Customer hereby agrees and grants the right to the Bank to provide information about the Customer, the Customer's Account and transactions on it if such information is required by correspondent banks, through which the transaction concerned is performed, and the Bank shall have the right to exchange data about the Customer with other banks in compliance with the laws and regulations in force.
- 5.4. The Bank shall have the right to transfer Customer's confidential information to cooperation partners, with which the Bank has concluded an agreement, and which provide services to the Bank or ensure the performance of Bank's Services.
- 5.5. The Customer hereby agrees that the Bank has the right to request and receive any Customer's confidential information from third persons and databases, as well as the Bank shall have the right to transfer Customer's data to third persons only for the achievement of the goals stated in the Regulations.
- 5.6. The Bank shall process data of physical persons according to the following defined goals of the Bank: for the provision of financial services and other Bank's services and for the fulfilment, registration and control of related orders, for the provision and improvement of the quality level of provided services and customer service; for organisation and implementation of draws and lotteries; for the provision and improvement of the quality level of provided services and customer service; for the implementation of rights arising from debt recovery, offset and/or assignment; risk management; for the fulfilment of duties and implementation of rights defined in the Credit Register Law; for the fulfilment of the Law on Prevention of Money Laundering and Funding of Terrorism and registration and control of related transactions.
- 5.7. If the Customer does not fulfil its liabilities arising from the Agreement, the Bank shall have the right to transfer Customer's Confidential Information and personal data to debt recovery services providers and debt history and administration databases.
- 5.8. In the case of termination of cooperation, the Bank shall have the right to continue processing Customer's confidential information and Customer's personal data as long as necessary for the respective goal.

6. PAYMENT SERVICES

- 6.1. The relations between the Bank and the Customer with regard to Payment Services shall be regulated by the Regulations and the Applicable Law regulating the area of Payment Services.
- 6.2. Description of Payment Services:
 - 6.2.1. a service as a result of which cash can be deposited to or withdrawn from the Account, as well as all the necessary operations performed by the Bank to provide the Customer the possibility to use the Account;
 - 6.2.2. Making payments, making payments with a Card or a similar devices, making a credit transfer or a regular payment. The term "payment service" shall refer to a payment service, when a credit limit is applied to the cash available to the payment service used;
 - 6.2.3. Issue or reception of a Payment Instrument;
 - 6.2.4. Making a payment, if the Customer consents to make a payment, using Remote Bank Services or a remote means of communication, a digital or information technology device, and if the payment is made to a remote communication, information technology system or a network operator, which is

only a mediator of the user of the payment service or a seller of the product or a service provider.

6.3. Filling of a payment document:

6.3.1. The Bank shall accept Payment Orders that are filled out in accordance with the form approved by the Bank, which is available as a soft copy in the Internet Bank or as a had copy in the Customer service premises.

6.3.2. The Customer shall be obliged to fill all the boxes in the Payment Order without deletions or corrections. Payment Orders submitted on paper shall be completed using a pen in a clear and readable way.

6.3.3. The Payment Order should be duly signed in person by the Customer - natural person or a Customer's authorised representative and/or a personal signature of the person entitled to represent the Customer - legal person, and the Customer's stamp shown in the Signature Sample Card; or an Electronic Signature, if the Payment Order is submitted as an Electronic Document using Remote Bank Services. If a signature is lacking (including incomplete and/or imprecise), the Bank shall have the right to reject a Payment Order notifying the Customer thereof. The Bank shall not be obliged to notify the Customer of such rejection of a Payment Order, if its sender cannot be defined.

6.3.4. When signing a Payment Order as prescribed by paragraph 6.3.3 of the Regulations, the Customer shall agree that the Payment will be made and entrusts the Bank to make the Payment.

6.3.5. The Bank shall not have the obligation to identify the persons that submit to the Bank Payment Orders on paper, if such orders are completed correctly and comply with the requirements set in the Regulations (and other Service Agreement concluded between the Parties).

6.3.6. The Bank shall not be held liable for losses, if it has been stated through expert examination that the signature and stamp are counterfeited.

6.3.7. If the wording of the amounts stated in a Payment Order differs from the numerical expression of such amounts, the wording of the amounts shall be regarded as prevailing.

6.3.8. The Payment Order acceptance date shall mean the day when the Bank receives the Payment Order submitted by the Customer.

6.3.9. A Payment Order shall be regarded as received by the Bank when submitted:

6.3.9.1. using the Internet Bank and a Bank's automatic notice on acceptance of the Payment Order for execution has been received in the Customer's Internet Bank. The Payment Order, which was submitted in the Internet Bank outside Bank's Office Hours, shall be regarded as received on the next Working Day;

6.3.9.2. using the Telephone Bank and a Bank officer has informed the Customer by phone that the Payment Order was received;

6.3.9.3. on paper and a Bank officer has accepted it, stamped and signed a paper copy of the Payment Order.

6.3.10. The Bank shall consider that a Payment Order is valid for execution until the end of the 6 (sixth) Working Day following the date of its issue, regardless of the time of its reception by the Bank.

6.3.11. The Bank shall have the right to reject Payment Orders and/or reject Payments, if:

6.3.11.1. The Payment Order has been completed in an unclear and illegible way;

6.3.11.2. The Payment Order contains deletions and corrections;

6.3.11.3. Not all the boxes in the Payment Order are completed;

6.3.11.4. The Payment purpose has not been clearly set;

- 6.3.11.5. The Payment Order has not been duly signed as prescribed by the Regulations;
 - 6.3.11.6. The Bank has not obtained a true and clear idea of the transaction to be performed;
 - 6.3.11.7. The Bank has doubts as to compliance of the recipient's name with the account number indicated in the Payment Order;
 - 6.3.11.8. The Bank suspects that the transaction can be related to money laundering.
- 6.3.12. The Bank shall have the right not to execute Customer's orders in other cases provided for by the Regulations or in cases specified in the Service Agreements between the Bank and the Customer.

- 6.4. Payment operations. Crediting (payment) of funds to the Customer's Account.
- 6.4.1. The Bank shall accept any crediting of the Customer's Account without prior approval of the Customer. Such right shall be irrevocable.
 - 6.4.2. The Bank shall credit any credited or paid funds to the Customer's Account, the number of which is indicated in the Payment Order. If crediting is made in a foreign currency, it shall be recorded in the Customer's account in the respective currency (indicated in the payment), unless otherwise agreed between the Bank and the Customer.
 - 6.4.3. In the case of cashless transfers of money to a beneficiary's account, the Bank shall have the right to credit them based only in the beneficiary's Account number, IBAN, indicated in the Payment Order.
 - 6.4.4. Funds in the euro currency, which are transferred from Member States of the European Union and the European Economic Area, shall be credited (paid) to the Customer's Account on the same day as the transfer (respective funds) are received by the Bank.
 - 6.4.5. At the Bank's request, the Customer shall have the obligation to submit to the Bank the documents and information for the Bank to have true and clear idea about the origin and legal nature of the transaction. If such information and documents are not submitted or are not submitted in the requested amount within 5 Working Days following the date of crediting of the Payment to the Bank, the Bank shall have the right to refuse transferring of funds to the Customer's Account and to return the funds to the payer.
 - 6.4.6. By mutual agreement of the Parties, funds can be credited to the Customer's Account forthwith after confirmation from the correspondent bank on the existence of the transfer has been received, but the Bank has not received its correspondent account statement confirming the balance of such a transfer yet. If, based on an agreement between the Parties the Bank has credited funds to the Customer's Account, but having received a statement from its correspondent bank, the Bank has stated that:
 - 6.4.6.1. the money that has been credited to the Customer's account based on the notice from the correspondent bank, actually has not been transferred (in full or in part) to the respective Bank's correspondent account, or
 - 6.4.6.2. the money was credited to the Customer's account wrongly and/or by error, or
 - 6.4.6.3. the amount of money credited to the Customer's account has been revoked;The Bank shall be entitled to write off the wrongly credited amount from the Customer's Account without a separate approval of the Customer.
 - 6.4.7. If the money in the Customer's Account is not sufficient in order for the Bank to write off the wrongly credited amount, the Bank shall be entitled to write off this amount from any Customer's Accounts opened with the Bank (incl. to write

off the amount in other currency, applying the currency exchange rate set by the Bank on the day of money write-off), and to use any other Customer's funds that are at the Bank's disposal.

6.4.8. The Bank shall not assume any liability for Customer's funds credited to the Customer's Account without using a correspondent account from the official Bank's list of correspondent banks (the list is available on the Bank's website at www.tkb.eu), and the Customer confirms that shall not file any claims against the Bank in this respect.

6.5. Payment operations. Transfer (write-off) of funds from the Customer's account.

6.5.1. The Bank shall perform transfer operations based on a Customer's Payment Order prepared/completed as prescribed by these Regulations.

6.5.2. If the amount under the Payment Order issued by the Customer exceeds the balance of the Customer's account in the given currency, the Customer may instruct the Bank to make the payment using the available Customer's funds in other currencies. If such instruction is not given, the Customer's Payment Order shall not be accepted. The Bank shall use its exchange rate set for currency exchange transactions. The Bank shall execute Customer's transfer transaction under the Payment Order only provided that there are enough funds in the Customer's account to execute such an order and to cover the service fee according to the Pricelist.

6.5.3. The Bank shall have the right at any time, also before the acceptance of a Payment Order for execution, to request any documents and other information concerning Customer's true beneficiaries, performed and planned economic and professional activities, as well as documents to prove income and/or information about the purposes of execution of the Payment Order. The Bank shall have the right to take any other measures in order to get a full insight into the Customer's economic or professional activity with regard to the initiated transfer.

6.5.4. In the event the Customer fails to submit information and documents required for investigation of the Customer, including about true beneficiaries, Customer's transactions, purposes of execution of the Payment Order, Customer's and true beneficiaries' economic and personal activity, financial standing, sources of money and other funds, the Bank shall have the right to suspend the execution of the Payment Order submitted by the Customer until the Customer submits the information requested by the Bank within the deadline and in the amount set by the Bank.

6.5.5. If the Customer has sent to the Bank via Remote Bank Services several Payment Orders for the amount exceeding the funds available on the Customer's Account, the Bank shall have the right to execute such Payment Orders in free sequence at its own discretion, if the Customer has not requested other sequence of payments.

6.5.6. If there are insufficient funds for execution of any Payment Order in the Account, the Payment Order shall be executed as soon as enough funds are provided in the account concerned. In this case, the time to wait for the funds missing for execution of any Payment Order may be up to the end of the 6 (sixth) Working Day from the date of its issue.

6.5.7. If the Customer opts to initiate the execution of the Payment Order on a certain date, the Customer shall make a special note about this in its Payment Order. The Bank shall execute the Payment Order on the specified date provided that there are enough funds on the Customer's Account on such date of payment execution to execute the Payment Order and to deduct the Service Fee according to the Pricelist. In this case the date of receipt of the Payment Order shall be considered the day on which the Parties have agreed.

6.5.8. If the Pricelist states that the Bank offers express transfers or urgent transfers, upon submission of a Payment Order to the Bank the Customer shall have

the right to specify whether the Payment Order is to be executed as an express transfer or an urgent transfer. If no instructions are made in this respect, it shall be assumed that the Customer has not issued any special instructions as to execution of the Payment Order and such Payment Order shall be executed as a standard transfer.

6.5.9. After the Customer has agreed to the execution of the Payment (by signing a Payment Order as prescribed by paragraph 6.3.3 of the Regulations) and the Bank has received the Payment Order, the Payment Order shall be irrevocable. If the Customer has submitted a Payment Order to the Bank with an instruction that it is due on a specified date (paragraph 6.5.7), then the Customer can revoke such Payment Order no later than until the end of the Working Day preceding the Payment Order execution date.

6.5.10. The Customer shall have the right to ask the Bank to revoke the Payment Order after it is received by the Bank, and in this case the Bank shall take measures as far as possible to revoke the Payment Order.

6.5.11. To perform Customer's Payment Orders the Bank shall choose an intermediary institution and the payment settlement system at its own discretion.

6.5.12. After the amount indicated in the Payment Order has been debited from the Account, the Bank shall provide the following information to the Customer in its Account Statement:

6.5.12.1. an indication (reference) allowing the Customer to identify each Payment, and information about the beneficiary, when possible;

6.5.12.2. the amount of the payment in the currency, in which it was debited from the Account, or in the currency, which was used in the Payment Order;

6.5.12.3. the Service Fee for the service, which is paid by the Customer, and the breakdown of this service fee or also the interest paid by the Customer;

6.5.12.4. the exchange rate, which was used by the Bank to fulfil the Payment Order, and the amount of payment after currency translations, if there was a currency exchange;

6.5.12.5. the value date of debiting of the amount of the Payment Order from the Account or the date of reception of the Payment Order.

6.5.13. The Customer shall be liable to check the transactions on its Account at least once a month against the Account Statement issued by the Bank or available in the Internet Bank or against a report prepared in a similar way. The Customer shall be liable to inform the Bank immediately after finding out about any incorrectly or erroneously executed, or an Unauthorised Payment.

6.5.14. If the Customer has given a Payment Order to make a currency exchange transaction with an execution date different from the Payment Order issuing date, the Customer shall be obliged upon request of the Bank to provide a minimum balance of the account up to 10% of the value of the conversion transaction amount until the conversion is made (the Bank shall determine the volume of security at its discretion). Such minimum Account balance shall be considered as a security of fulfilment of Customer's obligations assumed under the conversion transaction. Before fulfilment of a conversion transaction, the Bank shall have the right to request from the Customer to increase the minimum balance of the Account. Should the Customer fail to comply with the requirements of the Bank, the Bank shall have the right to withdraw and terminate the agreement on conversion transaction unilaterally. If the Bank suffers any losses due to non-fulfilment of a conversion transaction, the Bank shall have the right to cover such losses by deducting the amount due from the Customer's security funds unilaterally. If the security funds are not sufficient to cover such losses, the Bank shall have the right to deduct the amount due from any Account of the Customer with the Bank.

7. CURRENT ACCOUNT (Section A)

- 7.1. The Bank shall open the following Accounts - a Multi-Currency Account; a Card Account; a Temporary Account.
- 7.2. Unless otherwise provided by provision of the Service Agreement, when initiating transaction relations with the Bank, the Customer shall open at least one of the Accounts offered by the Bank.
- 7.3. When applying for an Account, the Customer shall complete and sign Sections A and/or C of Part I of the Agreement on Principal Services (if the Customer opens a Card Account with a Payment Card).
- 7.4. The Bank shall examine the documents submitted by the Customer, the Customer's Questionnaire and the signed Part I of the Agreement on Principal Services and shall take the decision on initiation of cooperation or a refusal to initiate transaction relations. The Bank shall have the right to define on a case-by-case basis, whether it is necessary to extend the period of examination of documents by notifying the Customer about it.
- 7.5. The Agreement on Principal Services with regard to Section A of Part I of the Agreement on Principal Services shall enter into force, when the Bank issues a confirmation to the Customer that the Agreement on Principal Services has been signed by both parties and the Account is open.
- 7.6. If the Customer is a person, who has the right to keep funds of third persons within the framework of its economic or professional activities (for example, an insolvency administrator, a sworn notary, a sworn advocate, an insurance intermediary (insurance agent, insurance broker), an investment management company, an investment broker company, a pension fund), and this person wishes to use the services provided by the Bank directly for this purpose, the Customer shall also provide information, documents or a certification that funds accepted in deposit from third persons within the framework of the Customer's economic or professional activity will be kept on the Account. The Bank shall inform the Customer that in the case of Bank's insolvency, the list of Bank's property will not include the property of third persons that is kept in the credit institution.
- 7.7. The Card Account shall serve to pay for Transactions, make Payments and other Bank operations, and from which the Bank shall deduct a service fee for servicing of the Card and other services in relation to the Card.
- 7.8. The Bank shall open a Temporary Account for the Customer only to deposit the stock capital of the company to be established.
- 7.9. The stock capital shall be deposited by a person who is duly authorised to perform such actions. In the event such authorisation of the person to deposit the said stock capital is not stated in the memorandum of incorporation, it is necessary to present a power of attorney according to the requirements of the Regulations.
- 7.10. After the registration of the company with the Register of Enterprises of the Republic of Latvia (Commercial Register) and submission of all the identification documents of a legal person defined in the Regulations, the Temporary Account shall be transformed into a regular Account.
- 7.11. A Temporary Account, not transformed into a regular Account within 6 (six) months of its opening, shall be closed after the Bank receives a certificate signed by the founders confirming that the company shall not be founded and the money shall be repayable to the founders (or to the authorised person). The power of attorney for receiving the money shall be prepared in accordance with the requirements defined in these Regulations.

8. REMOTE BANK SERVICES (Section B)

- 8.1. When applying for Remote Bank Services, the Customer shall complete and sign Section B of Part I of the Agreement on Principal Services.

- 8.2. Access to Remote Bank Services shall be provided using a respective communication channel of the Remote Bank Service and the Information System.
- 8.3. The Customer shall provide and pay for technical resources required for the use of respective Remote Bank Services on its own.
- 8.4. The Keys Generated by the Authorisation Element are equal to the Customer's personal signature. Electronic Documents, which are signed with a respective Key of the Authorisation Element, which was generated at the time of signature of the document, have force equal to the documents signed on paper, and such documents establish rights and obligations of the parties.
- 8.5. Using a respective Remote Bank Service, the Customer can perform actions intended as part of functionality of the respective Remote Bank Service.
- 8.6. The Bank shall assign to the Customer and the Customer shall use the following Electronic Identification Data to access services of the Internet Bank and the Info Chat, for Authorisation and use of the services: User's code (identifier), Authorisation Element and Password (the initial Password must be changed, when entering the Internet Bank for the first time).
- 8.7. If one Authorisation Element assigned by the Bank is at the disposal of the Customer and/or the User, the Customer and/or the User shall have the right to use one and the same Authorisation Element for those connections to the Internet Bank, to which it is linked and authorised as a user.
- 8.8. The Customer shall use the User code (identifier), the password indicated in Part I of the Agreement on Principal Services and the code generated by the Authorisation Element to access the Telephone Bank, for Authentication and use of the services. For Authentication needs, the operator of the Telephone Bank shall have the right to ask that the Customer to answer the control question indicated in Part I of the Agreement on Principal Services.
- 8.9. Each connection to the Internet Bank, the Info Chat and the Telephone Bank shall start with Authentication. The Customer can start using the Remote Bank Service only after a successful Authentication.
- 8.10. When using the SMS Bank service, the Customer shall have the possibility in its mobile phone to receive information about the Card Transactions executed by the card user (with or without the card account balance - as chosen by the Customer) and other information on Card Transactions provided by the Bank. If the Customer was already issued a Card, the Bank shall provide the Customer with the possibility to receive the SMS Bank service immediately after the Customer has applied for the SMS Bank service, using the Internet Bank or completing an additional application in Section C of Part I of the Agreement on Principal Services (Bank form). If the Customer applies for a payment card and the SMS Bank at the same time, the Bank shall provide the Customer with the possibility to receive the SMS Bank services as soon as the Customer has activated its Card after its reception.
- 8.11. The SMS Bank service can be received, if the Customer was issued a Bank Card and its has been activated after its reception. If the Customer's Card is closed, the SMS Bank shall be disconnected automatically.
- 8.12. The Bank shall have the right to set technical and other restrictions related to the access to the Remote Bank Services. The Bank shall list such restrictions in User manuals.
- 8.13. All the documents created in the Internet Bank and the Telephone Bank shall be Electronic Documents, which the Customer creates on behalf of itself and signs with a Key Generated by the Authorisation Element.
- 8.14. The Customer shall entrust the Bank to execute and the Bank shall undertake to accept an Electronic Document for execution, if it was duly completed and approved by a Key Generated by the Authorisation Element.
- 8.15. Payment services in the Telephone Bank shall be provided to the Customer based on Electronic Documents, the sample of which the Customer itself has prepared in

the Internet Bank and/or which were prepared by a Bank's officer at the task of the Customer, and which the Customer approved by a Key Generated by the Authorisation Element.

- 8.16. Using services of the Telephone Bank, the Customer may entrust the Bank to create Electronic Documents as Payment samples, based on the information transferred by the Customer in a phone conversation to a Bank's employee. For any operation to be performed, the Customer shall submit to the Bank all the information necessary for the execution of the operation and preparation of documents. The Bank shall have the right to deny the Customer the preparation of an Electronic Document, as well as deny execution of a specific operation, if the Customer has not submitted to the Bank the information necessary for the execution of the operation and preparation of documents, or has submitted incomplete and/or false information to the Bank.
- 8.17. The Bank shall have the right to deny the Customer the creation and/or an acceptance of an Electronic Document to the Customer, as well as to suspend execution of an Electronic Document and to offer the Customer to prepare the document concerned on paper, if the Bank suspects that the Customer's Authorisation Element and Password have been compromised or the Information System has been hacked, or there has been an unauthorised access to the Information System.
- 8.18. The Bank shall have the right to refuse the Electronic Document created by the Customer for the performance of operations indicated in it, as well as deny or suspend execution of a specific operation, if the Customer has not submitted to the Bank the information necessary for the execution of such operation, or the information submitted to the Bank is false and/or incomplete, or, if it is stated that additional documents are required for the execution of such an Electronic Document and the Bank has informed the Customer thereof.
- 8.19. The Bank shall have the right to set limits and other restrictions on transfer operations, when using the Remote Bank Services.
- 8.20. The Customer's access to the Internet Bank shall be blocked, if the Customer enters Electronic Identification Data incorrectly 5 times in a row. To unlock the Internet Bank, the Customer shall file a written application to the Bank to unlock access to the Internet Bank and/or contact the Bank by calling +37167027777, stating its name/surname and answering to the control question indicated in Part I of the Agreement on Principal Services.
- 8.21. The Customer shall be obliged to take measures required to keep elements of protection of Customer's Electronic Identification Data in safety. The Customer shall assume all the risks related to storage of Electronic Identification Data.
- 8.22. The Customer shall ask the Bank to block access to the Remote Bank Service immediately, if there has been unauthorised access of third persons to the Customer's Electronic Identification Data or they have been lost, stolen or otherwise misappropriated, or there has been unauthorised use of Electronic Identification Data, or, if there are suspicions about unauthorised access to the Remote Bank Service by third persons and/or mobile phone, which is linked to the SMS Bank, and/or in the case of compromising of the Authorisation Element and/or the Password. The Customer may submit such a request to the Bank in person or orally by contacting the Telephone Bank (provided that the Customer has access to Authentication data), or by calling +371 67027777 (provided that the Customer states its name/surname and answers to the control question indicated in Part I of the Agreement on Principal Services).
- 8.23. The Customer shall file a written application to the Bank to prepare new Electronic Identification Data.
- 8.24. If the Bank suspects that there has been unauthorised use of Electronic Identification Data, the Bank shall have the right to block the respective Remote

Bank Service and to inform the Customer about this immediately after blocking, except for the cases, when the provision of information is impossible due to justified security considerations or prohibited according to the requirements of laws and regulations of the Republic of Latvia.

- 8.25. The Bank shall have the right to unlock Electronic Identification Data, as soon as locking is no longer required or any element or all the elements of Electronic Identification Data have been replaced with new ones.

9. PAYMENTS CARDS (Section C)

- 9.1. When applying for a Card, the Customer shall complete and sign Section C of Part I of the Agreement on Principal Services.

9.2. General provisions:

9.2.1. The Bank shall start providing the service from the moment, when Section C of Part I of the Agreement on Principal Services has been signed by the Customer and the Bank, the Customer has fulfilled the requirements defined in the Regulations with regard to the Security or a Card has been issued to the Card user or a Customer's authorised person.

9.2.2. The Bank shall assign a Permitted Credit Limit to the Customer for the period from the Bank's decision on assigning of a Permitted Credit Limit till the expiry of the Card to be issued or the Card, which has already been issued.

9.2.3. The Period of Use of the Permitted Credit Limit is not defined. At any time the Bank shall have the right to ask the Customer to repay the Permitted Credit Limit in full.

9.2.4. For the Customer (natural person) the Bank shall calculate the Annual Interest Rate of the Permitted Credit Limit and the Total Costs of the Permitted Credit Limit, using the following assumptions:

9.2.4.1. The Permitted Credit Limit Interest Rate will be unchangeable (i.e., corresponds to the Pricelist, which is in force on the day of conclusion of Section C of Part I of the Agreement on Principal Services) and will be applicable during the entire period of validity of the Card;

9.2.4.2. The amount of the Permitted Credit Limit shall be repaid at the end of the period of validity of the Card;

9.2.4.3. The amount of the Permitted Credit Limit will be used in full (issued to the Customer) on the day of granting of the Permitted Credit Limit.

9.2.4.4. The service fees applied by the Bank will be unchangeable (i.e., correspond to the Pricelist, which is in force on the day of signature of Section C of Part I of the Agreement on Principal Service, or indicated in a special Bank's offer) during the entire period of validity of the Card.

9.3. Issue and use of the Card:

9.3.1. The Card shall be the Bank's property, which was issued by the Bank to the Customer/Card user for use. The Card can be used by the person, whose name and surname are indicated on the Card.

9.3.2. The Customer shall submit to the Bank (including to the Internet Bank) a completed and signed (including with the Authorisation Element) application for conclusion of Section C of Part I of the Agreement on Principal Services and other documents requested by the Bank.

9.3.3. The Customer's application for the conclusion of Section C of Part I of the Agreement on Principal Services shall be deemed to be an irrevocable Customer's request to issue a Card, as well as Customer's consent to the application of the Pricelist and the Regulations to the relations between the Parties.

9.3.4. The Bank shall have the right to refuse to issue a card without explaining the cause of the refusal.

9.3.5. A card is issued, if Section C of Part I of the Agreement on Principal Services has been concluded.

9.3.6. The issue of a card shall mean:

9.3.6.1. the issue of a Card by signing a respective protocol, and its activation in the Bank;

9.3.6.2. sending of a Card by a courier post. The Customer shall activate the Card received by courier post to the Internet Bank.

9.3.7. Cards can be used for Transactions in places servicing Cards.

9.3.8. The period of validity of the Card is indicated on the Card. The Card is valid until the last day of the indicated month (inclusive). The validity period of the Card shall not be considered as the end of the effective period of the Agreement on Principal Services.

9.3.9. The PIN code and the SecureCode of the Card shall be considered to be a personal signature of the Card User for the approval of Transactions, which binds the Customer/Card User according to the Applicable Law and the concluded Agreement on Principal Services.

9.3.10. If the Card has a Contactless Function, the Bank shall consider that the Transaction has been approved by the Card User, if the Transaction request has been approved according to the rules of the international payment card organisation. The Bank shall have the right to ask to approve a Transaction with a Card with a Contactless Function with a PIN Code for security reasons, when certain provisions are met.

9.3.11. The Bank/Trader/Acquirer shall have the right to seize the Card, if its PIN Code was entered incorrectly 3 (three) times, as well as not to return Card seized by ATMs to the Card User.

9.3.12. The Customer shall be responsible that all the Cards issued to it based on Section C of Part I of the Agreement on Principal Services are returned to the Bank or destroyed within 7 (seven) days after their expiry.

9.3.13. When a Card expires, the Bank shall have the right to prepare a new Card and issue that Card with a new validity period to the Customer/Card User automatically, if the Customer or the Card User has not violated the Regulations and the Customer has not submitted to the Bank a request not to renew the Card at least 30 (thirty) days before the expiry of the Card.

9.3.14. The Bank shall have the right to annul and destroy the Card, to close the opened Card Account, if the Customer has not taken the Card from the Bank within 3 (three) months from the start of the validity period of the Card. To receive a new Card, the Customer shall submit to the Bank a new application for the conclusion of Section C of Part I of the Agreement on Principal Services.

9.3.15. If the Card gets lost, stolen, mechanically damaged or its PIN Code or other Card data have become known to any other person, the Bank, at Customer's application, shall prepare and issue a new Card.

9.3.16. The Bank and the Customer can agree with each other on the size of the Customer's Transaction Limit, except for the cases, when the Transaction Limit is defined according to the requirements of laws and regulations regulating the Bank's operations.

9.3.17. The Bank shall issue Cards to the Customer, the Card User or the person authorised by the Customer. If Cards are issued to the Customer, the Customer shall hand over the Card to the person indicated as the Card User in Section C of Part I of the Agreement on Principal Services and shall ensure that the Card User signs it immediately.

9.3.18. A Card can be replaced only based on a Customer's written application, except for the cases, when Card replacement was initiated by the Bank.

9.3.19. The Customer shall be obliged to make Card Users read the Regulations, and the Customer shall bear material responsibility for all the Transactions made by the Card User, as well as for potential losses, which the Card User can cause to the Bank or third person when making Transactions or breaching the Regulations.

9.3.20. The Card User shall have no right to use the Card, if the Bank informs that the Card is annulled. If the Card User continues to use the annulled Card, the Customer shall bear full material responsibility for the payments related to the use of the annulled Card, as well as for potential losses, which are caused to the Bank or third persons in case of use of the annulled Card.

9.3.21. The Card can be used only for the needs of the Customer/Card User rather than to hide the identity of any other person acting in the interests of that other person.

9.3.22. At any time of the day the Customer, using the Internet Bank, can request and receive information about:

9.3.23. the Permitted Credit Amount of its Card Account and its usage dates;

9.3.24. dates and amounts of Transactions;

9.3.25. the applied Permitted Credit Limit Interest Rate;

9.3.26. applied costs.

9.3.27. The information about the starting and closing account balance of the statement period shall be shown in the monthly Card Account statement, which the Bank prepares according to the procedure described in the Regulations.

9.3.28. If the Card gets lost or stolen, or its PIN Code becomes known to any other person, or it has been stated that an Unauthorised Transaction has been performed with the Card, the Customer or the Card User shall immediately inform FDL (Dzirnavu Street 37, Riga, phone +371 67092555, fax +371 67092567) or the Bank's Customer Service Centre or branch, phone +371 67027777, fax +371 67027700, or the Internet Bank. The loss or theft of a Card should be reported as soon as possible to the Bank or an order to block the Card should be given to the Bank in the Internet Bank as soon as possible.

9.4. Obligations of the Card User:

9.4.1. to sign the card immediately upon its reception;

9.4.2. to store the card consciously, preventing that the Card or the Card number gets into disposal of other persons, to protect the Card from exposure to high temperatures, electromagnetic fields and mechanical damages;

9.4.3. not to disclose the PIN Code and the SecureCode to other persons, not to write the PIN Code and the SecureCode on the Card, as well as not to keep them together with the Card;

9.4.4. not to exceed the Transaction Limit;

9.4.5. not to use the Card after its expiry, as well as in the cases, if the Operation of the Card was stopped or suspended due to any reasons;

9.4.6. when closing a Transaction, to approve it by the PIN Code or its signature. When approving a Transaction with its signature, to present a personal identification document at the request of the servicing employee. When making purchases online, the Card User shall be obliged to enter the CVC2 Code, SecureCode always, when asked. After the approval of a Transaction with the Card's PIN Code, CVC2 Code or SecureCode the Transaction cannot be revoked;

9.4.7. not to sign documents confirming the Transaction and not to approve the Transaction with the PIN Code/SecureCode, if the amount indicated in the document, POS terminal/online on the Transaction approval screen differs from the actual Transaction amount or the documents is not fully completed;

9.4.8. to store documents confirming any Transaction no less than for 6 (six) months.

9.5. Rights and obligations of the Bank

9.5.1. The Bank shall decide on the issue of a Card within 5 (five) Working Days from the completion and signature of Section C of Part I of the Agreement on Principal Services. The Card shall be issued to the Customer within 7 (seven) Working Days from the Bank's decision on the issue of the Card.

9.5.2. The Bank shall credit the Card Account according to the contributions made (including contributions made by third persons) to the Card Account. The Card Account shall be credited in the currency of the Card Account defined in Section C of Part I of the Agreement on Principal Services. If any amount of money is credited to the Card Account in a currency differing from the Card Account's currency indicated in Section C of Part I of the Agreement on Principal Services, the Bank shall have the right to translated the amount paid to the currency of the Card Account according to the exchange rate defined by the Bank on the day of crediting.

9.5.3. By date 5 (five) of each month the Bank shall issue or send to the Customer a Report on the previous settlement period according to the procedure defined in Section C of Part I of the Agreement on Principal Services. The Customer can receive the information referred to in this paragraph on paper by submitting a written request to the Bank.

9.5.4. The Bank shall have the unilateral right, without previous information of the Customer, to cover the Customer's debt to the Bank for the use of the Card, including the service fee, by debiting funds from any Customer's Account opened with the Bank, if there are no sufficient funds on the Card Account, and also from the Permitted Credit Limit.

9.5.5. The Bank shall have the right, informing the Customer in advance, to change the Permitted Credit Limit or other provisions of the Agreement on Principal Services, if the Customer/Card User has not properly performed its liabilities arising from the Agreement on Principal Services or requirements of the Bank and/or the value of the Security has reduced. If the Customer has not performed additional activities to fulfil the Bank's requirements and/or the Customer has nor provided an additional Security within the deadline set by the Bank, the Bank shall have the right to suspend the activity of the Card, and the Parties shall act according to the provisions of paragraph 21 of the Regulations.

9.5.6. The Bank shall have the right suspend the activity of the Card, if:

9.5.6.1. if a Customer's request to suspend the activity of the Card has been received;

9.5.6.2. insolvency proceedings have been initiated against the Customer - legal person. The activity of the Customer's Card shall be suspended until the insolvency case is examined;

9.5.6.3. legal protection proceedings have been initiated against the Customer - legal person. The activity of the Customer's Card shall be suspended until the legal protection proceedings end;

9.5.6.4. information is received from an international card organisation on potential compromising of the Customer's Card data. In case of use of such rights, the Bank shall inform the Customer about the suspension of the activity of the Card immediately;

9.5.6.5. a request of the State Revenue Service or a sworn court bailiff on recovery of funds from the Customer has been received. In this case the activity of the Card shall be suspended until the Bank transfer the entire amount indicated in the request to the State Revenue Service or a sworn court bailiff;

9.5.6.6. the risk of non-fulfilment of Customer's payment liabilities undertaken under concluded agreements has significantly increased;

9.5.6.7. the Card has been reported to be lost or stolen;

9.5.6.8. the Bank suspects that the Card has been counterfeited.

9.5.7. The Bank shall have the right to suspend or stop the activity of the Customer's Card, to suspend and/or close the Customer's Card Account informing the Customer about it, if:

9.5.7.1. the Card User or the Customer does not fulfil provisions of the Agreement on Principal Services;

9.5.7.2. the Bank suspects money laundering or funding of terrorism;

9.5.7.3. insolvency proceedings of the Customer - legal person were announced with a court judgement.

9.5.8. The Bank has the unilateral right, without previous information of the Customer, to prohibit the use of the Card in separate countries or at separate Traders.

9.6. Security.

9.6.1. Securities of performance of liabilities by the Customer/Card User, if a Permitted Credit Limit is granted to the Card Account, shall be one or several of the below mentioned: a Term Deposit serving as a security deposit (financial pledge); a surety; other type of pledge. The Bank reserves the right to deny the Customer the possibility to use a Security other than a security deposit, as well as to not to satisfy the Customer's request for the reduction of the size of the security deposit defined in the Pricelist and other Bank's Regulations, orders and decisions. The Bank shall have the right not to explain the decision made by the Bank.

9.6.2. The size of the Term Deposit as a security deposit and the interest rate of the Term Deposit shall be set by the Bank according to the Pricelist or by a separate agreement with the Customer, after that signing Section D of Part I of the Agreement of Principal Services. The Term Deposit as a security deposit shall be credited in the currency of the Customer's Card.

9.6.3. The term of the Term Deposit (security deposit) shall be the validity period of the Card plus 40 days. If the Card's validity period is extended automatically without a previous agreement with the Customer, the term of the Term Deposit (security deposit) shall be extended accordingly.

9.6.4. The amount of money accepted as a Term Deposit is pledged in favour of the Bank as a financial pledge and shall not be available to the Customer.

9.6.5. The Bank shall pay the Customer interest for the amount of money on a Term Deposit, when the term of the security deposit ends, unless otherwise provided in this section of the Regulations.

9.6.6. If the Customer wishes to suspend the use of the Card or to reduce the amount of the Term Deposit as a security deposit and to reduce the Permitted Credit Limit, and to withdraw the entire Term Deposit as a security deposit or a part of it, the Customer shall submit a written application to the Bank or notify the Bank using the Remote Bank Services. The part of the Term Deposit or the entire Term Deposit indicated by the Customer can be received by the Customer before the term not earlier than 40 days after the reception of the respective Customer's written request by the Bank, but in this case the Customer shall lose the right to receive the unpaid Term Deposit Interest.

9.6.7. If a performance event sets in, the Customer grants the Bank freely, without any additional procedures, to handle the funds of the Term Deposit transferred as a financial pledge according to laws and regulations, using them to reduce the scope of Customer's liabilities arising from paragraph 9 of the Regulations or to completely cover these liabilities. The Parties have agreed to consider that a performance event shall be any event, when the Customer/Card User does not timely make any of payments under the Regulations, including penalties and/or other ancillary claims, if expenses/losses were inflicted as a result of use/servicing of the Card or the Card Account, if the requirements of the Regulations and/or laws and regulations are not observed. The agreement between the Parties regarding the financial pledge shall be considered as a financial pledge agreement concluded between the Parties without preparation of any additional documents. The financial pledge right established by this paragraph in favour of

the Bank shall secure to the Bank all the claims arising from paragraph 9 of these Regulations in full scope and shall remain in force during the entire effective period of the Agreement on Principal Services.

9.6.8. The Bank shall have the right to ask additional Security from the Customer to ensure proper performance of Customer's liabilities by sending a respective written notice to the Customer.

9.6.9. If, within 3 (three) calendar weeks after the Customer has received the notice referred to in paragraph 9.6.8 of the Regulations from the Bank, the Parties cannot agree in writing on amendments (incl. granting of additional security to the Bank), the Bank shall have the right to unilaterally withdraw from the Agreement on Principal Services and to request from the Customer early performance of the payment obligations arising from the Agreement on Principal Services.

9.6.10. The Parties have agreed that by signing Section C of Part I of the Agreement on Principal Services the Customer has pledged as a financial pledge in favour of the Bank all the funds in any currency that are present on and enter the accounts open by the Customer in the Bank and grants the Customer the right to freely, without any additional procedures handle these funds, if a performance event has set in, use them to reduce the amount of delayed Customer's liabilities arising from paragraph 9 of the Regulations or to completely cover these liabilities. The Parties have agreed that a performance event shall be any case, when the Customer does not timely make any of the payments under these Regulations, including payments of penalty and/or other ancillary claims. The agreement between the Parties regarding the financial pledge shall be considered as a financial pledge agreement concluded between the Parties without preparation of any additional documents between the Parties. The financial pledge right established by this paragraph in favour of the Customer secures to the Customers all the claims arising from the Agreement on Principal Services against the Customer in full scope and remains in force during the entire effective period of the Agreement on Principal Services.

9.7. Settlements

9.7.1. The bank shall have the right to debit the Card Account without previous consent or information of the Customer in the following cases:

- 9.7.1.1. for Card Transactions made using the Card;
- 9.7.1.2. for the provision of Bank's services according to the Pricelist;
- 9.7.1.3. to pay appropriate and fair remuneration set by the Bank for the services provided to the Customer, which are not on the Pricelist, but were necessary to execute any Customer's order;
- 9.7.1.4. for the losses suffered as a result of Card use and/or breach of paragraph 9 of the Regulations;
- 9.7.1.5. if any payment to the Card Account is made due to the Bank's technical error, or lack of legal grounds for crediting of the Card Account is found.

9.7.2. For the Card Transactions in a currency differing from the currency of the Card Account, the Bank shall translate them to the currency of the Card Account at the time of posting of the Transaction according to that day's euro reference exchange rate of the European Central Bank republished by the Bank of Latvia, retaining the service fee defined in the Pricelist.

9.7.3. The Customer and the Card User are aware that the exchange rate of Card Transactions in a currency differing from the currency of the Card Account can vary on the day of the Transaction and on the day, when the Card Transaction is debited to the Customer's Card Account.

9.7.4. Visible Card Account Balances after Card Transactions, which are made without authorisation of cards, can differ in real time in the Internet Bank, on ATM balances and the SMS Bank balances.

9.7.5. Interest for the use of funds of the Permitted Credit Limit shall be calculated by the Bank according to the Pricelist from the day, when information on the Card Transaction has been received (the Card Account has been debited), until the day, when the funds of the Permitted Credit Limit are paid to the Bank.

9.7.6. The fee for overdraft of the Card Account Balance (a negative Card Account Balance) shall be calculated by the Bank according to the Pricelist from the day, when the negative Card Account Balance appeared on the Account, and until the day, when this negative Card Account Balance was covered.

9.7.7. If the Card Account replenishing Card Transaction is made outside the Bank's Office Hours, the actual date of this Card Transaction and the date of posting of this Card Transaction in the Bank's monthly Reports issued to the Customer may vary.

9.7.8. If there is insufficient balance on the Customer's Card Account to deduct fees for services, the Bank can deduct them also by creating a negative Card Account Balance.

9.7.9. The Bank shall reserve funds at the Card Account at the time of performance of a Card Transaction for its payment for 14 calendar days. If no information on debiting of the Card Transaction is received during this reservation time, the funds shall be unlocked and shall become available to the Customer.

9.8. MasterCard SecureCode

9.8.1. The Bank shall have the right to issue each Card with an automatically generated SecureCode, which is not disclosed to the Customer/Card User, and in this case the Customer shall restore (change) the SecureCode generated by the Bank for online purchases in the Internet Bank before the use of the Card.

9.8.2. The Customer can change/restore the SecureCode password in the Internet Bank as often as it wants.

9.8.3. The SecureCode should be updated each time, when the Bank issues a new Card to the Customer.

9.8.4. The SecureCode password is used only when purchasing online in shops of online traders.

9.8.5. The SecureCode password entered by the Card User is not available to the online trader.

9.8.6. The purchase is approved only when the SecureCode password of the Card User matches the SecureCode password previously registered with the Bank. A correctly entered SecureCode will certify that the Card User has been identified. If the SecureCode password is incorrect, it will be impossible to pay for any purchase with the Card.

9.8.7. If the Card User has performed any activities, as a result of which the Card User avoided entering of its SecureCode password, the Customer/Card User shall be responsible for any losses and costs, which might be faced by the Card User or the Bank as a result of non-use of the SecureCode password.

9.8.8. The Customer shall be obliged to change the Card's SecureCode password, if it is known to third persons or in case of such suspicions.

10. DEPOSITS (Section D)

10.1. Term Deposit

10.1.1. When signing Section D of Part I of the Agreement on Principal Services, the Depositor has authorised the Bank to write off the Term Deposit amount from the Depositor's Account in the Bank and to credit it to the Term Deposit account indicated in Part I of the Agreement on Principal Services. The Depositor shall be obliged to ensure that the Depositor's Account has the amount of money in the amount of the Term Deposit in such a way that the Bank could credit the amount of the Term Deposit to the Term Deposit account on the date of signature of Section D of Part I of the Agreement on Principal Services. The start date of the

Term Deposit shall be the date, when the Customer signed and submitted to the Bank Section D of Part I of the Agreement on Principal Services. The end date of the Term Deposit shall be the date, which is calculated for the period, which starts on the start date of the Term Deposit and ends on the last day of the term indicated in Section D of Part I of the Agreement of Principal Services.

- 10.1.2. If there are no funds in the amount of the Term Deposit on the Depositor's Account on the date of signature of Section D of Part I of the Agreement of Principal Services, the Customer shall have the right to provide the amount of the Term Deposit within the deadline not exceeding 10 (ten) calendar days from the date of signature of Part I of the Agreement of Principal Services, however, in this case the start and end date of the Term Deposit shall not change and Term Deposit Interest shall be calculated for the actual period of the Term Deposit (from the start date of the Term Deposit to the end date of the effective period of the Agreement). Unless the Parties have agreed otherwise, if, within the deadline set above, the funds present on the Account are not sufficient to debit funds from this Account within the deadline set in Section D of Part I of the Agreement of Principal Services, the respective agreement shall be terminated and the Bank shall not longer be obliged to accept the Term Deposit from the Depositor. In case of such termination of the Agreement on Principal Services the Depositor shall be liable to compensate all the losses, which were thus suffered by the Bank.
- 10.1.3. If Section D of Part I of the Agreement of Principal Services regarding opening of a Term Deposit is receive outside the Bank's Office Hours, the Bank can open the Term Deposit (provided that there are sufficient funds on the Depositor's Account) on the next Bank's Working Day. The end date of the Term Deposit indicated by the Depositor shall not change. Term Deposit Interest shall be calculated for the actual period of the Term Deposit (from the start date of the Term Deposit to the end date of the Term Deposit).
- 10.1.4. The day of acceptance and withdrawal of the Term Deposit shall be regarded as one day. Therefore, Term Deposit Interest for the Term Deposit shall be calculated starting from the day, when the Term Deposit is credited to the Term Deposit Account, and shall stop to be calculated on the day of withdrawal of the Term Deposit (i.e., Term Deposit Interest shall not be paid for the day, when the Term Deposit is withdrawn). Term Deposit Interest shall be calculated assuming that there are 365 days in a year.
- 10.1.5. Term Deposit Interest shall be paid according to the procedure defined in Section D of Part I of the Agreement on Principal Services by transferring it to the Depositor's Account in the Bank. The procedure of payment of Term Deposit Interest shall not change, even if the Term Deposit is each time extended automatically according to the procedure defined in the Regulations or, if the Term Deposit or some part of it starts to serve as a security of fulfilment of the Depositor's or third persons' liabilities towards the Bank (a security deposit).
- 10.1.6. If according to the procedure defined in Section D of Part I of the Agreement of Principal Services the Depositor chooses to receive Term Deposit Interest once a month, the Depositor has hereby authorised the Bank without prior agreement with the Depositor to credit the amounts of money due to the Depositor to the Account in the Bank, which is indicated by the Depositor.
- 10.1.7. The Term Deposit Interest for the Term Deposit, which since the signature of Section D of Part I of the Agreement on Principal Services serves as a security of performance of Depositor's or third persons' liabilities towards the Bank (a security deposit), shall be credited to the Depositor's Account once a year. If the Security Deposit is terminated prior to its maturity, Term Deposit Interest for the current year shall not be paid.
- 10.1.8. If the Depositor has not withdrawn from its Account Term Deposit Interest calculated for the Term Deposit, this amount of Term Deposit Interest shall not be

added to the amount of the Term Deposit and no additional Term Deposit Interest shall be paid for this.

- 10.1.9. If the Pricelist changes during the existence of the Term Deposit or the Term Deposit or its part starts to serve as a security of performance of Depositor's or third persons' liabilities towards the Bank (a security deposit), the annual interest rate for the Term Deposit defined in Section D of Part I of the Agreement on Principal Services shall not change.
- 10.1.10. If the Term Deposit since the signature of Section D of Part I of the Agreement on Principal Services serves as a security of performance of Depositor's or third persons' liabilities towards the Bank (a security deposit), the Term Deposit Interest rate shall be variable and shall be defined according to the Pricelist.
- 10.1.11. If pursuant to laws and regulations of the Republic of Latvia the Bank is obliged to withhold taxes from any amounts payable to the Depositor, the Bank shall provide such payments to the Depositor only after the due taxes are withheld according to the tax rates envisaged in laws and regulations of the Republic of Latvia.
- 10.1.12. If the Depositor wishes to withdraw the Term Deposit before its maturity, it shall inform the Bank about this in writing (or using Remote Bank Services). The Term Deposit shall be paid to the Depositor, when the notification period in case of termination of a term deposit defined in the Pricelist expires, and both below mentioned provisions are met:
 - 10.1.12.1. The Bank shall have to pay Term Deposit Interest according to the rates defined in the Pricelist for these cases;
 - 10.1.12.2. The Bank shall have the right to deduct that Term Deposit Interest from the principal amount of the Term Deposit, which has already been paid.
- 10.1.13. If the Depositor wishes to receive the Term Deposit before its maturity, without observing the notification period in case of termination of a term deposit defined in the Pricelist, the Bank shall pay the Term Deposit to the Depositor immediately, if all the below mentioned provisions are met:
 - 10.1.13.1. The Bank shall have the right to deduct that Term Deposit Interest from the principal amount of the Term Deposit, which has already been paid;
 - 10.1.13.2. The Bank shall have the right to deduct service fee from the principal amount of the Term Deposit according to the Pricelist for such early termination of the Term Deposit;
 - 10.1.13.3. The Bank shall have the right to pay Term Deposit Interest applying the interest rate, which is defined in the Pricelist for the case of termination of a Term Deposit.
- 10.1.14. If the Term Deposit is terminated before its maturity, the Term Deposit or some part of it, which serves as a security of fulfilment of the Depositor's or third persons' liabilities towards the Bank (a security deposit), shall not be paid to the Depositor.
- 10.1.15. In case of early termination of Term Deposit the provisions listed in the valid Pricelist shall apply.
- 10.1.16. The Depositor shall have the right to receive the Term Deposit and Term Deposit Interest on the last day of the Term Deposit indicated in Part I of the Agreement on Principal Services. The Bank shall have the right not to pay the Term Deposit and Term Deposit Interest, if the Depositor has any unfulfilled liabilities towards the Bank arising from other transactions concluded between the Depositor and the Bank.
- 10.1.17. Term Deposit Interest and the amount of the Term Deposit shall be paid to the Customer's Account in the currency, in which the Depositor made the Term Deposit.

10.1.18. If the Term Deposit serves as a security of fulfilment of the Depositor's or third persons' liabilities towards the Bank (a security deposit), the parties shall act according to the agreements concluded for this purpose between the Bank and the Depositor.

10.2. ¾ Term Deposit

10.2.1. Unless otherwise provided in the paragraphs below, the ¾ Term Deposit is subject to the provisions listed in paragraph 10.1 of the Regulations.

10.2.2. The Depositor shall have the right to receive a part of the ¾ Term Deposit, which does not exceed 25% of the initial size of the Term Deposit before its maturity, if it informs the Bank in writing (or using Remote Bank Services) about this no later than by 12:00 (Latvian time) on the Working Day, when it wishes to receive the funds, indicating the specific amount. (If the notice is submitted on a Working Day after 12:00 (Latvian time), it can receive funds on the next Working Day.) The Depositor shall have the right to receive the amount of the ¾ Term Deposit according to the procedure described above unlimited number of times, but the total amount should not exceed 25% of the amount of the ¾ Term Deposit. The Depositor shall have the right to exercise the rights described in this paragraph starting from day 31 counting from the day of opening of the ¾ Term Deposit.

10.2.3. If the Depositor wishes to terminate the ¾ Term Deposit agreement (i.e., to receive the entire amount of the ¾ Term Deposit before the maturity of the ¾ Term Deposit defined in Part I of the Agreement on Principal Services), or also to receive a part of the ¾ Term Deposit, which exceeds 25% of the initial size of the ¾ Term Deposit, it shall notify the Bank in writing (or using the Internet Bank) not later than 30 days before the preferred day of reception of the ¾ Term Deposit. When receiving such an application from the Depositor, the Bank shall repay the ¾ Term Deposit to the Depositor in full after 30 days, without paying calculated, but unpaid interest, as well as withholding from the principal amount of the ¾ Term Deposit that interest of the ¾ Term Deposit, which has already been paid.

10.2.4. If the Depositor wishes to terminate the ¾ Term Deposit (i.e., to receive the entire amount of the Term Deposit ¾ before the maturity of the ¾ Term Deposit defined in Part I of the Agreement on Principal Services), without observing the 30 day notification period, it shall notify the Bank in writing (or using the Internet Bank). Upon receipt of such an application, the Bank shall repay the ¾ Term Deposit, when all the below mentioned provisions are met:

10.2.4.1. without paying calculated, but unpaid interest, as well as withholding from the principal amount of the ¾ Term Deposit that interest of the ¾ Term Deposit, which has already been paid;

10.2.4.2. the Bank shall have the right to withhold service fee from the principal amount of the ¾ Term Deposit according to the Pricelist for early termination of the Term Deposit ¾, applying provisions of the Pricelist, which is in force at the time of the early repayment of the ¾ Term Deposit;

10.2.4.3. the Depositor shall have the right to receive the ¾ Term Deposit and ¾ Term Deposit Interest on the last day of the ¾ Term Deposit defined in the ¾ Term Deposit agreement. However, the Bank shall have the right not to pay the ¾ Term Deposit and ¾ Term Deposit Interest, if the Depositor has any unfulfilled liabilities towards the Bank arising from other transactions concluded between the Depositor and the Bank.

10.2.5. If, when the Term Deposit expires, the Depositor wishes to open the ¾ Term Deposit against, the Depositor shall sign and submit to the Bank Section D of Part I of the Agreement on Principal Services.

10.3. Savings account

- 10.3.1. By signing Section D of Part I of the Agreement on Principal Services the Depositor orders the Bank to transfer funds in the amount indicated in Section D of Part I of the Agreement on Principal Services to the Savings Account.
- 10.3.2. If at the time of signature of Section D of Part I of the Agreement of Principal Services the Depositor's Account contains funds, the amount of which is smaller than the minimum amount defined in the Pricelist, the Depositor shall pay funds to the Saving Account on its own in the amount, which can be less than the minimum amount defined in Section D of Part I of the Agreement on Principal Services, but not be less than the set minimum amount.
- 10.3.3. During the effective period of the Agreement on Principal Services the Depositor shall have the right to replenish the funds on the Savings Account. If funds are credited to the Saving Account in a currency, which differs from the one defined in Section D of Part I of the Agreement on Principal Services, according to the Depositor's order it shall be translated to the currency indicated in Section D of Part I of the Agreement on Principal Services according to the Bank's currency exchange on the respective day of execution.
- 10.3.4. Interest on the Savings Account balance is calculated for each day, when the balance of the Saving Account is equal or higher than the minimum balance defined in the Pricelist. Interest shall be calculated for actual calendar days assuming that there are 365 days in a year.
- 10.3.5. Calculated Interest shall be paid once a month by crediting them to the Account or the Savings Account (adding the amount of interest to the balance of the Savings Account), taking the date of conclusion of Section D of Part I of the Agreement on Principal Services as the date of calculation. If the Depositor chooses to add its interest to the balance of the Savings Account, the Interest shall be credited to the Savings Account by replenishing the existing funds of the Savings Account and interest shall be calculated from them starting from the next month.
- 10.3.6. The Bank shall have the right to change deposit interest rates of the Savings Account unilaterally, by making changes to the Pricelist.
- 10.3.7. If pursuant to laws and regulations of the Republic of Latvia the Bank is obliged to withhold taxes from any income payable to the Depositor, the Bank shall provide such payments to the Depositor only after the due taxes are withheld according to the tax rates envisaged in laws and regulations of the Republic of Latvia.
- 10.3.8. The Depositor shall have the right to withdraw the balance of funds of a part of them from the Savings Account provided that a written application for withdrawal of the balance of funds or a part of them is submitted to the Bank no later than 7 calendar days prior to the withdrawal of funds (notification period). The notification period shall be counted from the day, when a written application for withdrawal of funds from the Saving Account was received from the Depositor. If the Depositor submitted a written application without indicating the deadline of withdrawal of funds, funds shall be paid from the Savings Account on the 7th calendar day of the reception of the application. The procedure referred to in this paragraph shall be applicable also to the case, when the Depositor wishes to close a Saving Account.
- 10.3.9. If the Depositor wishes to withdraw funds from the Savings Account earlier than 7 calendar days from the day of submission of the application to the Bank, the bank shall withhold the service fee for the funds payable according to the Pricelist.
- 10.3.10. Interest and the deposit amount of the Savings Account shall be paid in the currency, in which the Depositor made the deposit.
- 10.3.11. If the Savings Account Deposit serves as a security of fulfilment of the Depositor's or third persons' liabilities towards the Bank, the Parties shall act according to the agreements concluded for this purpose between the Bank and the Depositor.

11. LIFESTYLE SERVICES (Section E)

- 11.1. When applying for a Lifestyle Service, the Customer shall complete and sign Section E of Part I of the Agreement on Principal Services.
- 11.2. The Bank shall ensure the provision of Lifestyle services in the following areas:
 - 11.2.1. Hotel booking;
 - 11.2.2. Booking of airline tickets;
 - 11.2.3. Reservation of a car (with or without a driver);
 - 11.2.4. Booking of a holiday package;
 - 11.2.5. Restaurant reservation;
 - 11.2.6. Reservations of health and beauty services;
 - 11.2.7. Booking of tickets for events;
 - 11.2.8. Reception of different expert advices (legal, taxes, property and other matters).
- 11.3. Within the framework of the Lifestyle Service at Customer's request the Bank shall provide the Customer detailed information on standard services of Lifestyle Service Cooperation Partners and the procedure of their reception. If according to the information provided by the Bank no Service of a Lifestyle Service Cooperation Partner offered by the Bank meets the requirements of the Customer, the Customer shall have the right to ask the Bank to search for such a service provider, which will execute the Customer's order, or agree on an individual service with Lifestyle Service Cooperation Partners.
- 11.4. The Bank shall undertake to provide the Customer with information on possibilities and/or the procedure of ordering and/or reservation of the Service of a Lifestyle Service Cooperation Partner, including, but not limited to informing the Customer about the procedure of cancellation of any order and/or any reservation from the Lifestyle Service Cooperation Partner.
- 11.5. Ordering of a service shall take place using the Remote Bank Services (Telephone Bank, Internet Bank, Info Chat), or by contacting the Bank's contact person by phone.
- 11.6. If the Parties have reached an agreement on provisions of reception of a Lifestyle Service, the Customer shall give an order to the Bank to make an order and/or reservation of a Service of a Lifestyle Service Cooperation Partner on behalf of the Customer and to perform necessary operations with the Customer's funds on the Customer's Account for that purpose.
- 11.7. If the Customer gives an order using one of Remote Bank Services, Customer's Authentication and authorisation of the Payment Order shall take place according to the procedure described in paragraph 8 of the Regulations.
- 11.8. If the Customer gives an order by contacting the Bank's contact person, the Customer's Authentication and authorisation of the Order shall take place by saying its name/surname and answering to the control question indicated in Part I of the Agreement on Principal Services. When accepting an Order according to this procedure, the Bank shall undertake to observe the limit indicated by the Customer in Part I of the Agreement on Principal Services. If the Customer wishes to give a Payment Order for the amount exceeding the limit indicated by the Customer in Part I of the Agreement on Principal Services, the Customer shall be obliged to give the Order using one of the Remote Bank Services.
- 11.9. The Bank shall have no right to accept and execute an order, if the Customer was not authenticated and the order was not authorised.
- 11.10. The Bank shall inform the Customer about execution or non-execution of any order and causes thereof.
- 11.11. The Customer shall be responsible for all the Payment Orders given according to the procedure defined in this Agreement.
- 11.12. If the Customer does not cancel its order and/or reservation within the deadline set by the Lifestyle Service Cooperation Partner and does not use the

Service of the Lifestyle Service Cooperation Partner, the Bank shall not be liable and shall not cover Customer's expenses for the non-return of the Lifestyle Service Reservation Fee.

- 11.13. The Lifestyle Service shall be provided on Working Days from 9:00 to 18:00.
- 11.14. In case of reception of a Payment Order, the Customer shall authorise the Bank without acceptance to deduct from the Customer's Account the funds necessary for execution of the Lifestyle Service and to pay the Reservation Fee and to pay for the order.
- 11.15. The Customer shall be obliged to provide the money on the Account indicated in Section E of Part I of the Agreement on Principal Services in the amount required for execution of the Lifestyle Service, payment of the Reservation Fee or the order of a Service of a Lifestyle Service Cooperation Partner.
- 11.16. The Bank shall have the right to pay the Lifestyle Service Reservation Fee set by the Lifestyle Service Cooperation Partner or the order of a Service of a Lifestyle Service Cooperation Partner by transfer or payment in case to the cash desk of the Lifestyle Service Cooperation Partner.
- 11.17. If, according to the rules of payment for a Service of a Lifestyle Service Cooperation Partner, the payment for a Lifestyle Service shall be made in cash, upon reception of a Payment Order for a Lifestyle Service the Bank shall have the right without acceptance to transfer funds necessary for the execution of the Lifestyle Service from the Customer's Account to the Bank's intermediary account and to pay for the Lifestyle Service ordered by the Customer in the cash desk of the Lifestyle Service Cooperation Partner.
- 11.18. If the balance of the Customer's Account in the currency concerned is not sufficient to pay the Reservation Fee of the Lifestyle Service Cooperation Partner or the order of a Service of a Lifestyle Service Cooperation Partner and to withhold the Fee for the Service, the Customer shall authorise the Bank to make a currency exchange transaction according to the exchange rate set by the Bank, which is in force at the time of posting of the operation and/or the transfer concerned and to debit funds from balances of the Customer's Account in other currencies.
- 11.19. If the balance of the Customer's Account is not sufficient, the Parties can agree on posting of funds necessary for the execution and the Reservation Fee from other Customer's Account.
- 11.20. The Bank shall not be liable for the services provided by Lifestyle Service Cooperation Partners.

12. LIABILITY OF THE BANK

- 12.1. The Bank shall be liable to the Customer for correct execution of Payment Orders in compliance with the law of the Republic of Latvia Law on Payment Services and Electronic Money and in accordance with these Regulations.
- 12.2. The Bank shall not be liable for any Customer's losses or damage resulting from natural disaster, hostilities, international conflicts, applicable laws and regulations and decisions of the Republic of Latvia and the European Union, orders and instructions of the Financial and Capital Market Commission or of similar bank supervisory authorities, as well as resulting from blackouts or brownouts in communication systems or power supply, or due to actions of third parties.
- 12.3. If the Bank acting under a Customer's Payment Order uses services of any intermediary institution or payment settlement system, the Bank shall not be liable for such services provided by an intermediary institution or a payment settlement system.
- 12.4. If a Payment where the Customer is a beneficiary is not executed or is executed erroneously and the Bank is not liable according to the Applicable Law and these Regulations, the provider of the payer's payment services shall be held responsible.

- 12.5. The Bank shall compensate the Customer who is a payer but not a Consumer for the amount of the unauthorised or erroneously executed Payment or restore the balance of the Account from which the respective sum was debited to the condition that would have been if the erroneous Payment had not been made only if the respective sum was returned to the Bank, provided that the Bank has not acted with a deliberate malicious intent or gross negligence.
- 12.6. If the Customer (immediately after finding out about any Unauthorised or erroneously executed Payment) informs the Bank no later than within 1 (one) month, if the Customer is not a Consumer, and not later than within 13 (thirteen) months after debiting the Account, if the Customer is a Consumer, then the Bank shall immediately compensate the Customer for the loss by repaying the amount of the Unauthorised Payment or by restoring the balance of the Customer's Account from which the respective sum was debited to the condition that was prior to the execution of the Unauthorised Payment/ Unauthorised Transaction.
- 12.7. The Customer shall not compensate the Customer for losses up to 150.00 euros, if such losses occurred in connection with Unauthorised Payments, Compromising the Authorisation Element and the Password or any other misappropriation of Electronic Identification Data, or if the Customer has not provided safe keeping of Electronic Identification Data and thus allowed misappropriation of the Electronic Identification Data. Provisions of this Clause shall not be applicable to the Consumer.
- 12.8. The Bank shall not be liable:
- 12.8.1. for non-execution of a Customer's Payment Order or other Electronic Document, if the Regulations are violated as a result of such execution, including, but not limited, if the Bank suspects that the Electronic Document was not approved by the Customer;
- 12.8.2. for non-execution of a Customer's Payment Order or other Electronic Document, if the funds available on the Customer's Account are not sufficient to execute the transactions included into the Payment Order or other Electronic Document and to cover the service fee for execution according to the Pricelist;
- 12.8.3. for the consequences, which may occur, when executing the Payment Order or other order given by the Customer, the Electronic Document, which was given by an unauthorised person on behalf of the Customer in the cases, when, using laws and regulations of the Republic of Latvia and these Regulations, the Bank was unable to state the fact that the Payment Order or other Customer's order, Electronic Document was issued by an unauthorised person;
- 12.8.4. for the losses suffered by third persons from unauthorised use of Electronic Identification Data, if such use has become possible through wrongful or intentional (deliberate) actions or gross negligence of the Customer, or default of liabilities by the Customer;
- 12.8.5. for non-execution of a Customer's Payment Order, other Customer's order or an Electronic Document, if incorrect data have been provided when preparing such a document, which are necessary to execute the transactions included into the Payment Order, other Customer's order and/or the Electronic Document.
- 12.9. The Bank shall not provide electronic communication services and shall not be liable for the quality of electronic communication, if the transfer of information using the Remote Bank Services was impossible or the information was distorted, including due to act/omission of the service provider or third persons.
- 12.10. The Bank shall not be responsible for the refusal of third persons to accept the Card. The Bank shall not be responsible for the quality of goods and services that were bought using the Card. The Bank shall not be liable for the restrictions set by third persons, which can affect interests of the Card User.

13. LIABILITY OF THE CUSTOMER

- 13.1. The Customer shall be responsible for compliance of all transactions performed by the Customer with laws and regulations of the Republic of Latvia and the European Union.
- 13.2. The Customer shall be liable for completeness and truthfulness of all the information provided in Payment Orders, the documents submitted to the Bank, as well as other orders given to the Bank, as well as for lawfulness of all transactions performed.
- 13.3. The Customer shall be liable for any losses resulting from the Customer's failure to notify the Bank in a timely manner of any changes in the name, status, address, representation or signatory rights or any other facts that are of importance for mutual relationship between the Parties. Similarly, the Customer shall be liable for any losses caused to the Customer or to the Bank due to the lack of legal capacity of the Customer, Customer's representatives or other third parties, unless the Bank was accordingly notified thereof in advance.
- 13.4. The Customer shall be responsible for all the operations performed by the Bank or the User of the Remote Bank Services using correct Electronic Identification Data and Remote Bank Services.
- 13.5. The Customer shall be liable for all the operations approved by the Electronic Signature, which have been executed by the time, when the Bank received a Customer's notice about loss of the Electronic Identification Data or Compromising the Authorisation Element and/or the Password.
- 13.6. The Customer shall be liable for proper and safe storage of Electronic Identification Data and Payment Instruments.
- 13.7. The Customer shall be responsible for actions of the User of the Remote Bank Services within the framework of this Agreement on Principal Services, the non-performance or improper performance of obligations under these Regulations in accordance with laws and regulations of the Republic of Latvia and these Regulations.
- 13.8. The Customer shall be liable for Card Transactions until the moment, when the Card User has reported a Card loss or theft to the Bank or FDL.
- 13.9. The Customer shall not have the right to compensation for losses up to 150 (one hundred and fifty) euros, if such losses occurred in connection with unauthorised payments due to the loss or theft of the payment instrument received by the Customer or other form of misappropriation, or if the Customer has not provided safe keeping of personalised security elements and thus allowed misappropriation of the payment instrument received by the Customer. Provisions of this Clause shall not be applicable to the Consumer.
- 13.10. The Customer shall not have the right to compensation that occurred in connection with execution of Unauthorised Transactions, if the Customer or a Customer's authorised representative (including, but not limited to the Card User and/or User of the Remote Bank Services) has acted unlawfully or with intent (deliberately), or through gross negligence has not fulfilled any of the following responsibilities:
 - 13.11. using of Payment Instruments in accordance with the rules governing the issue and use of the Payment Instrument (including compliance with the provisions of Sections 6, 7 and 9 of these Regulations);
 - 13.12. immediate notification of the Bank and its indicated authority as soon as it becomes apparent that a Payment Instrument has been lost, stolen or otherwise misappropriated, or that its unauthorised use has taken place;
 - 13.13. taking measures that are necessary to keep safe the personalized security elements of a Payment Instrument.
- 13.14. The Customer shall assume all the losses that occurred in relation to Unauthorised Transactions, if:

- 13.14.1. the Customer has used the Payment Instrument for fraudulent activities; or
- 13.14.2. the Customer intentionally or through gross negligence has not fulfilled any of provisions of the Regulations related to safe use and keeping of the Payment Instrument.

14. ACCEPTANCE-FREE WRITE-OFF

- 14.1. The Bank may seize the Customer's property which has come into legitimate possession of the Bank for as long as it may be necessary to ensure fulfilment of Customer's obligations to the Bank.
- 14.2. The Bank shall have the right to use any Customer's claim to the Bank for the purpose of setting off any Bank's counter-claims raised against the Customer without prior agreement with the Customer.
- 14.3. The Bank shall have the right to withhold service fee according to the Pricelist for a dormant account. A dormant account shall be an account that has been idle for 1 (one) year or longer.
- 14.4. The Bank shall have the right to acceptance-free write off of any amounts from any Customer's accounts in the Bank without giving prior notice to the Customer for the purpose of repayment of any Bank's claims to the Customer, as well as in other cases provided for by the laws and regulations of the Republic of Latvia.
- 14.5. Taking into account that the Customer is aware that pursuant to the laws and regulations of the Republic of Latvia funds may also be credited to a money account based on the beneficiary's account number indicated in Payment Documents only, and if the Bank is not the payer, the Customer shall have the right to ask the Bank to recover the funds credited by mistake, however, the Bank shall never be liable for non-recovery of any such amounts.

15. TRANSACTIONS WITH CURRENCIES, CURRENCY TRANSLATION:

- 15.1. Unless agreed otherwise between the Parties, currency exchange transactions shall be carried out according to the exchange rate set by the Bank at the time of the transactions.
- 15.2. The Parties shall have the right to agree on a special currency exchange rate. A currency exchange transaction with a special currency exchange rate shall be concluded, if the Customer and the Bank by phone or using Remote Bank Services, i.e., the Internet Bank or the Telephone Bank, have agreed on the currency to be bought or to be sold, the currency exchange rate, the total amount of the transaction, the date of execution of the transactions and other conditions.
- 15.3. If the Customer wishes to receive a special currency change rate calling by phone, the Customer shall be obliged at the request of a Bank officer to state the Customer's data defined in Part I of the Agreement on Principal Services, incl. also the answer to the control question serving for Customer's Authentication, using telephone communication.
- 15.4. If the Customer applies for a special currency change rate using the Remote Bank Services, the Customer's Authentication shall take place according to the procedure described in the Remote Bank Services section of the Regulations.

16. INTEREST AND SERVICE CHARGES

- 16.1. Service fees for the use of the Bank's services, interest for the balance of funds on the Account, other charges related to the services provided by the Bank are defined in the Pricelist.
- 16.2. The Customer can read the Pricelist in the Customer service premises and/or on the Bank's website.

- 16.3. Unless otherwise agreed between the Parties, the Customer shall undertake to pay service fees for the services received, interest and other service-related charges in the amount defined in the Pricelist.
- 16.4. Service fees, interest paid to the Bank and other charges related to the services provided by the Bank shall be deducted by the Bank from any Account open on behalf of the Customer. If the Customer's Account balance is insufficient to deduct a service fee, the Bank shall deduct the service fee, interest paid to the Bank and other charges related to the services provided by the Bank from any Account open on behalf of the Customer in the Bank. If the Customer's Account currency is not euro, the Bank shall have the right to carry out a currency exchange transaction based on the currency exchange rate defined by the Bank at the time of deducting of the service fee in order to deduct such a service fee.
- 16.5. The Bank shall deduct service fees in one of the ways stated below:
 - 16.5.1. At the time of provision of the Service, if there is a service fee for the provision of such a service;
 - 16.5.2. if the service fee according to the Pricelist is payable with the frequency defined in the Pricelist, then Bank shall deduct service fees according to the frequency stated in the Pricelist;
 - 16.5.3. special procedure, if any is defined in the Pricelist.
- 16.6. For other Services provided by the Bank, which are not included in the Pricelist, but which were provided by the Bank at the Customer's request and/or per Customer's order, the Bank shall charge proportionate and reasonable fee, the amount of which as agreed between the Parties. If the Bank and the Customer have agreed on the amount of fees for Services provided prior to provision of the Services and the Service was provided to the Customer, the Customer shall have no further right to dispute the amount of such fee.
- 16.7. Interest shall be calculated for the actual number of calendar days, assuming that there are 360 days in a year unless otherwise stated in separate agreements between the Bank and the Customer.
- 16.8. If the Customer - Consumer terminates cooperation with the Bank or refuses to receive a separate Service, the service fee, which is regularly collected by the Bank for the provision of such a service to the Customer shall be paid by the Customer in proportion to the time of its use until the agreement concerned is terminated. If such a fee is collected in advance, the Bank shall repay it proportionally.
- 16.9. The Bank shall not repay service fee to the Customer for the Services or the provision of services related to the execution of the Service, if such actions on behalf of the Bank have been performed according to the Regulations or provisions of a separate Service Agreement.
- 16.10. Customer's obligations arising from Service Agreements shall be fulfilled in the following order: Customer's claims related to the repayment of costs under the Service Agreement or related costs, service fees and other ancillary claims, except for interest and penalties, are covered first, unpaid interest is covered second, the non-repaid permitted credit limit is the third, penalties are the fourth.

17. CORRESPONDENCE

- 17.1. The Customer and the Bank shall maintain correspondence in the Latvian, Russian or English language.
- 17.2. If the Parties have not agreed otherwise, the Parties can exchange information by submitting information to the other Party in person, in Bank's branches and/or representations, and/or through Bank's authorised representatives abroad, or as an Electronic Document, by sending a document signed by a Secure Electronic Signature to the Bank's e-mail, or using Remote Bank Services as a means of communication.

- 17.3. The information submitted to the Bank on paper shall be presented as described in paragraph 3 of the Regulations.
- 17.4. By submitting its contact information to the Bank, the Customer shall agree that the Bank uses this contact information for communication with the Customer. The Customer shall forthwith notify the Bank of any changes in its contact information.
- 17.5. All notices, letters, notifications about Account status, Account statements and confirmations shall be sent to the Customer by post, or using the post included into the Remote Bank Services.
- 17.6. If the Customer wishes to receive notices, letters, notifications about Account status and other confirmations by e-mail, the Customer shall assume all the potential risks that have arisen or may arise by sending correspondence using such means of electronic communication.
- 17.7. Unless otherwise agreed between the Parties the Customer shall agree to receive e-mails without coding.
- 17.8. If a document, a letter, an account statement or other document is sent to the e-mail indicated in the Customer's Questionnaire, Part I of the Agreement on Principal Services or submitted separately, or using the Remote Bank Service as a means of communication, the document shall be considered to be received as of its sending.
- 17.9. If a document, a letter, an account statement or other document is sent to the postal address indicated in the Customer's Part I of the Agreement on Principal Services or submitted separately, the document shall be considered to be received on the 7th (seventh) day after its transfer to the post office.
- 17.10. If the Customer sends any notices or requests, including using the Remote Bank Service, outside Office Hours, they shall be considered to be received by the Bank on the next Working Day.
- 17.11. The Bank shall have the right to offer any Services, by sending respective information to the Customer by post or, using electronic means of communication (Internet Bank, Info Chat, fax or e-mail, which is indicated in Part I of the Agreement on Principal Services, in the Customer's Questionnaire or in an application submitted separately). The Bank's offer shall not be regarded as Bank's recommendation or offer to get the Service concerned.
- 17.12. The Customer shall have the right not to agree to receive commercial notices to its e-mail or phone, or also to refuse from them, using the tool attached to the e-mail, or by submitting an application to the Bank on paper that the Customer no longer wishes to receive such an information.
- 17.13. When sending documents by fax, the Customer shall make sure that the Bank has received the document.
- 17.14. The Bank shall send all notices and other correspondence to the Customer in the Internet Bank or a registered letter to the address indicated by the Customer in the Customer's Questionnaire.

18. PROCEDURE FOR CONSIDERATION OF COMPLAINTS

- 18.1. Any Customer of the Bank shall have the right to lodge a complaint regarding the services provided.
- 18.2. The Customer may submit a written Complaint to the Bank in a manner convenient for the Customer: by submitting a written complaint on paper or in the Internet Bank, or sending by mail to the Bank's legal address.
- 18.3. A complaint lodged in writing shall state:
 - 18.3.1. applicant's data (for a natural person: name, surname, personal ID, if any, or passport data; for a legal person: full name, registration number, representative's position, name, surname; applicant's telephone number, applicant's address);
 - 18.3.2. substance of the complaint;

18.3.3. document justifying the complaint.

- 18.4. Any complaint shall be signed by the Customer or its representative and shall be accompanied with the documents, confirming the right of representation (unless there are any such documents at the Bank's disposal).
- 18.5. The Bank shall consider and reply to a Complaint of the Customer as soon as possible, but no more than within 30 (thirty) days. If circumstances of a particular situation require more time to reply, the Bank shall notify the Customer of the expected time of providing a reply.
- 18.6. At the request of the lodger of a Complaint the Bank shall provide additional information on the process of consideration of the lodged Complaint.
- 18.7. If the Customer is not satisfied with the reply of the Bank to its Complaint, the Bank's reply to Customer's dissatisfaction shall contain a justified explanation of its position and shall inform the lodger of the Complaint about other possibilities of consideration of complaints and disputes. The Customer shall have the right:
- 18.7.1. to submit a complaint to the ombudsman of the Association of Latvian Commercial Banks, if the dispute concerns the fulfilment of the Law on Payment Services and Electronic Money and the amount involved in the dispute does not exceed 50,000 euros, as well as meets other provisions of the rules. More detailed information about the Ombudsman of the Association of Latvian Commercial Banks is available on the internet: <http://www.bankasoc.lv/lv/ombuds/>;
 - 18.7.2. to the Consumer Rights Protection Centre, if the Customer is a consumer and believes that a service not according to the agreement was provided to the Customer;
 - 18.7.3. to the Financial and Capital Market Commission;
 - 18.7.4. to the Court of Arbitration of the Association of Latvian Commercial Banks, if this is envisaged by the agreement concluded with the Customer;
 - 18.7.5. a court.

19. WITHHOLDING OF TAXES

- 19.1. If pursuant to laws and regulations of the Republic of Latvia the Bank is obliged to withhold taxes from any amounts payable to the Customer (payment made in favour of the Customer), the Bank shall provide such payments to the Customer only after the due taxes are withheld according to laws and regulations of the Republic of Latvia.

20. CREDIT REGISTER

- 20.1. The Customer shall certify that before issue of a credit (loan) amount the Bank has the right to request and receive from the Credit Register any data about the Customer, its liabilities and their progress, as well as persons, who have certified in writing that will give a surety (guarantee) for the reception of the credit (i.e., guarantors).
- 20.2. The Customer shall authorise the Bank without any additional written warnings to provide to the Credit Register any information about the Customer, its obligations undertaken towards the Bank, as well as about the Customer's guarantor and guarantor's liabilities within 5 (five) Working Days after these liabilities start.
- 20.3. The Bank shall be obliged to provide to the Credit Register any information about violations of the Customer and/or Customer's guarantors within 5 (five) Working Days, if the Customer delays any payments under any Service Agreement concluded with the Bank, based on which the Customer receives a financial service, or the Customer's guarantor delays the payment under the surety agreement for more than 60 (sixty) calendar days and the amount of all the payments delayed by the Customer and/or Customer's guarantor, incl. interest and penalties, reaches 150 (one hundred and fifty) euros or an equivalent of this amount in a foreign currency.

- 20.4. The Customer shall have the right to receive information included into the Credit Register, as well as requests made by credit institutions about the Customer in the Bank of Latvia free of charge.
- 20.5. The Customer is aware that the Credit Register is operating according to the rules approved by the Bank of Latvia, therefore the procedure described in this section can be amended, which is not considered to be a receding from the concluded agreement.
- 20.6. If the Customer believes that the Bank included ungrounded, false or erroneous data about it in the Credit Register, the Customer shall have the right to submit a written complaint to the Bank by specifying the causes. The Bank shall provide a reply to the complaint submitted by the Customer within 30 (thirty) calendar days from the day of its reception.

21. TERMINATION OF THE AGREEMENT AND DISCONTINUATION OF SERVICES

- 21.1. The Bank may unilaterally withdraw from any and all Service Agreements made by the Parties (i.e., discontinue provision of any banking services) and request for early fulfilment of Customer's liabilities by sending a respective notice to the Customer 60 (sixty) days in advance and without indemnifying for any losses sustained by the Customer in the following cases:
 - 21.1.1. upon the Bank's reasonable request the Customer has failed to provide or increase the security of performance of Customer's obligations within the deadline and in the manner set by the Bank;
 - 21.1.2. The Customer or the Customer's authorised person does not observe provisions, instructions of the Regulations and/or the Services provided by the Bank;
 - 21.1.3. the Customer's Bank account has been idle for a period of one year or longer.
- 21.2. The Bank may unilaterally discontinue cooperation with the Customer by receding from the Agreements concluded between the Parties and, when necessary, request for early fulfilment of Customer's liabilities, immediately by sending a respective notice to the Customer and without indemnifying for any losses sustained by the Customer in the following cases:
 - 21.2.1. if the Customer or the Customer's authorised person fails to satisfy the Bank's request to submit data and information regarding Customer's business operations, personal activity, third parties, true beneficiaries, financial standing and sources of funds or the data submitted do not satisfy the request of the Bank;
 - 21.2.2. if the Customer's Account is locked or its activity is suspended in any way pursuant to the applicable law or decisions of the authorities supervising the Bank's activity, or pursuant to orders, requirements, instructions and decisions of other competent authorities;
 - 21.2.3. if the Customer's Account is closed pursuant to the applicable law or decisions of the authorities supervising the Bank's activity, or pursuant to orders, requirements, instructions and decisions of other competent authorities;
 - 21.2.4. if the Bank becomes aware of any Customer's action which may result in negative impact on the reputation of the Bank;
 - 21.2.5. if the Bank has reasonable grounds to suppose that via the electronic means of communication (i.e., Internet, modem and telephone, as well as Bank's software) an unauthorised person has had access to Bank Services;
 - 21.2.6. if the Bank has reasonable grounds to suppose that the Customer uses Bank Services on behalf of a third party which is not identified in accordance with these Regulations.
- 21.3. Under the circumstances referred to in paragraphs 21.2.2-21.2.3 of the Regulations the Customer may receive its funds from its account solely following the

requirements of the Applicable Law or instructions of competent authorities, if any.

- 21.4. Unless any other procedure has been provided for by the agreement made between the Parties, the Customer may unilaterally refuse to use Bank Services notifying the Bank thereof in writing.
- 21.5. The Account shall be closed and the Account balance calculated within 10 (ten) Working Days (unless otherwise provided) upon the receipt of a written request from the Customer to close the Account and provided that the Customer has settled all appropriate service fees with respect to account closing pursuant to the Pricelist. For the period up to the Account closing, the Bank shall continue to accrue interest on the Account balance at the rate specified in the effective Pricelist. At all events, the Account can be closed only after the Customer fulfils all obligations to the Bank, closes all other Accounts, which were necessarily opened to receive Services.
- 21.6. Regardless of paragraph 21.5 of the Regulations, Section C of Part I of the Agreement on Principal Services "Payment Cards" shall be binding upon the Customer until all the Client's obligations under it are fully and properly performed. The Card activity shall be terminated immediately upon reception of an application for termination of Section C of Part I of the Agreement on Principal Services, and no later than within 7 (seven) calendar days the Customer shall hand over to the Bank all the Cards received according to Section C of Part I of the Agreement on Principal Services and shall repay to the Bank the received, but unpaid Permitted Credit Limit, accrued Permitted Credit Limit Interest, penalty and all the other amounts of ancillary claims arising from Section C of Part I of the Agreement on Principal Agreement. In 40 (forty) days after the Customer's application for termination of the Service Agreement the Bank shall transfer to the Customer's Account the amount of money on the Term Deposit, previously withdrawing (writing off) those payments, which the Bank has the right to withhold from the Customer according to the Regulations and the Pricelist.
- 21.7. Upon Account closing, the Bank shall pay to the Customer the remaining funds and interest accrued thereof according to the provisions of these Regulations, if any according to the Pricelist, according to the requirements of these Regulations.
- 21.8. After the closing of an Account, the Bank shall keep the documents submitted to the Bank by the Customer for opening and maintaining the Account.

22. AMENDMENTS AND SUPPLEMENTS

- 22.1. The Bank shall have the right to unilaterally amend and supplement these Regulations and the Pricelist. The Bank shall notify about such amendments and/or changes (i.e., the new version of the Pricelist and the Regulations) no later than 2 (two) months before the planned day of entry into effect of the amendments and/or supplements by placing this information in the Bank's Customer service premises and on the Bank's website. The Customer may read the Bank's Regulations, Pricelist and/or any other Bank's agreements and/or regulations in the Bank's customer service premises during their Office Hours or on the Bank's website: www.tkb.eu, or by making a call to the Infocentre of the Bank.
- 22.2. The 2 (two) months period defined in paragraph 22.1 of the Regulations shall not be applicable to amendments of the Pricelist and/or the Regulations concerning:
 - 22.2.1. the Services, which are not Payment Services; and/or
 - 22.2.2. the Payment Services, which are not in EU and EEA national currencies; and/or
 - 22.2.3. the Payment Services, which are made (from/to) outside EU and EEA countries; and/or
 - 22.2.4. the Payment Services made by the Customers, who are not considered to be Consumers.

- 22.3. In the cases listed in this paragraph amendments to these Regulations and the Pricelist shall enter into force within the deadline set by the Bank.
- 22.4. The Customer has agreed to amendments to the Pricelist and the Regulations, if it has not notified the Bank about its objections to these amendments before the time of entry of the amendments into effect as proposed by the Bank. If the Customer objects these amendments, the Customer shall have the right to terminate all the Service Agreements immediately and without application of any punitive penalties, having fulfilled all the liabilities arising from the Service Agreements before the day of entry of the amendments concerned into effect.
- 22.5. Changes to the reference interest rate and/or reference exchange rate provided in the Bank's Pricelist shall apply immediately without prior notification. This provision shall not be applicable to the changes in interest rates and/or currency exchange rates, about which the Parties have separately agreed in the Service Agreement concerned.
- 22.6. Changes in the Pricelist, these Regulations, interest rates or currency exchange rates, which are favourable to the customer, can be applied without prior notification.

23. APPLICABLE LAW AND JURISDICTION

- 23.1. The legal relations between the Customer and the Bank shall be governed by the Applicable Law.
- 23.2. The Bank premises shall be regarded as the location at which transactions between the Bank and the Customer are executed.
- 23.3. Any dispute, disagreement or claim between the Bank and the Customer shall be resolved through negotiations.
- 23.4. If the Parties cannot reach an agreement through negotiations, the dispute shall be referred to and finally settled by the Riga Court of Arbitration of the Association of Commercial Banks of Latvia in accordance with its Charter, Rules, and Regulation on Expenses of the Court of Arbitration of the Association of Commercial Banks of Latvia. Provisions of the above mentioned instruments shall be deemed to be included herein by reference. The language of the court proceedings shall be Latvian. The subject matter of the dispute may be as follows: any disagreement or claim regarding property or intangible assets arising out of the Service Agreement, including disagreement or claim regarding fulfilment of the agreement, payment of penalties, compensation for losses or security, and any other disagreements or claims regarding the Agreement on Principal Services, amendments to the Agreement on Principal Services, or breaches, termination, legality, validity or interpretation of the Agreement.
- 23.5. The Bank and the Customer may agree on any other venue of execution and dispute consideration and any other applicable law. However, irrespective of the foregoing, the Bank shall have the right to file a claim against the Customer with any other court authority according to laws and regulations.
- 23.6. If according to effective applicable regulatory enactments the Customer is deemed to be a Consumer, any dispute arising between the Customer and the Bank (unless the specific Service Agreement stipulates otherwise) shall be referred to the court of the Republic of Latvia pursuant to the Applicable Law.
- 23.7. The Consumer Rights Protection Centre in accordance with regulatory enactments considers complaints of Payment Services users - Consumers about non-compliance with effective laws and regulations with regard to rights and obligations of the Bank and the Customer and/or payment authorization, and/or receipt and execution of payment orders, and/or the time of payment execution and the value date, and/or the liability of payment services providers, if it has caused or may have caused a material damage to interests of a consumer group (collective consumer interests). If it does not follow from the filed complaint and attached

materials that there was a breach that has caused or may have caused a material damage to interests of a consumer group (collective consumer interests), the Consumer Rights Protection Centre is entitled not to initiate an administrative case. In this case the Consumer Rights Protection Centre shall send a reply to the payment services user.

- 23.8. The Financial and Capital Market Commission in accordance with regulatory enactments considers complaints of Payment Services users, who are not consumers subject to the interpretation provided in the Consumer Rights Protection Law, non-compliance with laws and regulations with regard to rights and obligations of the Bank and the Customer and/or payment authorization, and/or receipt and execution of Payment Orders, and/or the time of payment execution and the value date, and/or the liability of payment services providers, if it has caused or may have caused a material damage to interests of a consumer group (collective consumer interests). If it does not follow from the filed complaint and attached materials that there was a breach that has caused or may have caused a material damage to interests of a consumer group (collective consumer interests), the Commission is entitled not to initiate an administrative case. In this case the Commission shall send a reply to the payment services user.

24. SUCCESSORS OF RIGHTS

- 24.1. In the event of death or legal capacity loss of a natural person, the right to dispose the Customer's funds pursuant to the effective legislation shall have the assignee, trustee or custodian, or the successor, whose right to succeed is confirmed according to the Applicable Law. The Bank shall not be liable, if a document certifying a person's right is subsequently questioned and/or cancelled.
- 24.2. In the event of a legal person's liquidation or reorganisation, the right to dispose the Customer's funds shall be granted to a legal successor or assignee that can prove its status before the Bank presenting relevant documents prepared in accordance with the Applicable Law.