

# Deposit Agreement No. \_\_\_\_\_

## PART I

TRASTA KOMERCBANKA

TKB

1. Bank: JSC "TRASTA KOMERCBANKA", reg. No. 40003029667, legal address: 9 Miesnieku Street, Riga, LV-1050, Latvia

**Representative:** Position Name, surname

### 2. Depositor:

2.1. Name, surname / Company name:

2.2. ID No. / Registration No.:

2.3. Address:

2.4. Representative:

2.5. Current Bank Account No.:

### 3. Term Deposit

In accordance with provisions of this Deposit Agreement the Depositor shall deposit funds on a deposit account opened with the Bank as a term deposit for a definite period of time.

3.1. Term deposit amount and currency: In figures

In words

3.2. Annual interest rate:

3.3. Date of depositing:

3.4. Term deposit maturity date:

3.5. Interest payment: monthly

at maturity

3.4. Deposit Account No.:

### Special Terms

By his/her signature here below the Depositor certifies that he/she has fully familiarised himself/herself with the provisions of the Deposit Agreement Parts I and II, the Consolidated Pricelist (hereinafter in the text – the Pricelist), as well as with the General Transactions and Accounts Service Regulations, and undertakes to observe them. The Depositor certifies that the provisions of this Deposit Agreement have been discussed with him/her and the Depositor has agreed to comply with them.

Depositor \_\_\_\_\_

Bank \_\_\_\_\_

(typed name, surname)

(position, typed name, surname)

Riga, \_\_\_\_\_

(date)

### Additional agreement

Depositor \_\_\_\_\_

Bank \_\_\_\_\_

(typed name, surname)

(position, typed name, surname)

Riga, \_\_\_\_\_

(date)

## PART II. PROVISIONS OF DEPOSIT AGREEMENT

### 1. General Provisions

1.1. In accordance with these provisions the Depositor shall deposit funds on the deposit account as a term deposit for a definite period of time (hereinafter - the "Term Deposit"). These provisions shall form an integral part of the Deposit Agreement (hereinafter - the "Agreement"). The signatures of the parties herein shall certify that they have fully familiarized themselves with these provisions, the provisions are completely clear and understandable to the parties and they undertake to comply with these provisions.

1.2. The Depositor shall be responsible for the accuracy, completeness and truthfulness of the information provided by him/her. The Depositor shall have the obligation to notify the Bank without delay in writing about any changes of the signatories, the Depositor's name, legal address (or domicile), personal identity documents, registration number and stamp impression (by submitting certifying documents). If the Bank considers it necessary, it shall have the right to request and the Depositor shall be liable to submit additional information to the Bank as requested by the Bank. In the event of providing any untimely and/or incomplete and/or inaccurate and/or untruthful information, the Depositor shall be liable to the Bank for any losses caused to it thereof.

### 2. Depositing of the Term Deposit

2.1. By signing this Agreement, the Depositor shall authorise the Bank to debit the Depositor's current account opened with the Bank for the Term Deposit amount and to transfer it to the opened deposit account. The Depositor shall be liable to ensure availability of funds on the Depositor's current account in the amount of the Term Deposit in order the Bank could transfer the amount of the Term Deposit to the deposit account on the depositing date which is specified in Part I of the Agreement and which cannot exceed 10 (ten) calendar days from the Agreement signature date. In the event there are no sufficient funds on the current account for the Bank to make a transfer from the current account to the deposit account on the date stipulated in Part I of the Agreement, the Agreement shall be terminated and the Bank shall have no further obligation to accept the Term Deposit from the Depositor unless the Parties have agreed otherwise. In the event of such termination of the Agreement, the Depositor shall be liable to recoup the Bank for all losses, which have thereby occurred.

2.2. If the Customer's application for placing a Term Deposit is received at the Bank outside the business hours of the Bank, the deposit shall be placed by the Bank on the next working day of the Bank (provided that the customer's account has enough funds). The deposit maturity date specified by the Customer shall not be changed. Interest shall be calculated for the actual deposit placement period (as from the deposit start date until the expiration date of the agreement).

### 3. Calculation and Payment of Interest

3.1. The deposit placement and withdrawal dates shall be counted as one day. Accordingly, interest on the Term deposit shall be calculated as from the date of transferring the Term deposit amount to the deposit account until the Term deposit withdrawal date (i.e., interest shall not be calculated for the day of Term deposit withdrawal). Interest shall be calculated assuming that a year has 365 days. Interest shall be paid in conformity with the procedure stipulated in Part I of the Agreement, by remitting the accrued interest to the Depositor's current account with the Bank. If the Depositor has chosen to receive the interest on a monthly basis in conformity with the procedure stipulated in Part I of the Agreement, the Depositor herewith authorises the Bank, without prior notice of the Depositor, to transfer the accrued interest, which is due to the Depositor, to the account with the Bank specified by the Depositor.

3.2. If the Depositor has not withdrawn the interest, accrued on the Depositor's Term Deposit, from his/her current account, the interest amount shall be not added to the Term Deposit amount and no extra interest shall be paid for this amount.

3.3. If the Pricelist is amended during the validity period of the Agreement, the interest rate stipulated on the date of Agreement signature, shall remain unchanged.

3.4. If according to tax legislation and other regulatory enactments of the Republic of Latvia, the Bank has a liability to withhold taxes from the payments due to the Depositor, the Bank shall make such payments after the amount of tax is deducted in conformity with the tax rates prescribed by tax legislation of the Republic of Latvia.

### 4. Pre-mature Termination of the Agreement

4.1. If the Depositor wishes to withdraw the amount of the Term Deposit prematurely, he/she shall notify the Bank thereof in writing (or via electronic means of communications). The Term Deposit shall be paid to the Depositor, when the notification period, stated in the Pricelist for premature termination of the Term Deposit, ends, and on the conditions set forth below:

1) The Bank shall pay the interest according to the rates specified in the Pricelist for premature termination.

2) The Bank shall be entitled to withhold the interest, which has already been paid, from the principal amount of the Term Deposit.

4.2. If the Depositor wishes to withdraw the Term Deposit prematurely, not observing the notification period for premature termination of the Agreement specified in the Pricelist (Clause 4.1), the Bank shall immediately disburse the Term Deposit to the Depositor on the conditions set forth below:

1) The Bank shall have the right to withhold the interest, which has already been paid, from the principal amount of the Term Deposit.

2) The Bank shall have the right to withhold a commission from the principal amount of the Term Deposit for such premature termination of the Agreement in conformity with the Pricelist.

3) The Bank shall have the right to disburse the interest by applying the rate, specified in the Pricelist for such specific case of termination of the Agreement. If the Pricelist provides no consequences for such specific case of termination of the Agreement, a competent body or an official of the Bank shall make the decision as to interest payment.

4.3. In case of premature termination of the Agreement the Bank shall apply the provisions stated in the effective Pricelist.

### 5. Termination and Possible Extension of the Agreement

5.1. The Depositor shall have the right to withdraw the Term Deposit and the interest thereof on the last day of deposit period under the Agreement. However, the Bank shall be entitled not to disburse the amount of the Term Deposit and accrued interest if the Depositor has any outstanding liabilities to the Bank, arising from other deals concluded between the Depositor and the Bank.

5.2. If the Depositor wishes to extend the existing Term Deposit period, the Bank and the Depositor shall sign a new agreement thereof.

### 6. Other Provisions

6.1. The interest and the Term Deposit amount shall be paid in the currency of the Term Deposit placed by the Depositor.

6.2. If the Term Deposit serves as collateral for liabilities of the Depositor or third parties to the Bank, the parties shall act in conformity with agreements concluded between the Bank and the Depositor thereof.

6.3. Any disputes or differences that arise while performing the Agreement shall be solved by the parties in the form of written claims; and thereto the parties shall be obliged to respond to a claim of the other party within 30 calendar days. If no agreement is achieved this way, the dispute in connection with the Agreement (any claim or difference of tangible or intangible nature arising from this Agreement, including differences of claims for fulfillment of the Agreement, payment of penalty, indemnification against loss or security as well as any other differences and claims referring to the Agreement, modification, breach, termination, lawfulness, validity or interpretation thereof) shall be settled by the Court of Arbitration of the Association of Commercial Banks of Latvia in Riga in conformity with the regulations of this Court. The number of arbitrators shall be 1 (one). The language of proceedings shall be Latvian. The arbitrator shall be appointed by the Chairman of the Court of Arbitration of the Association of Commercial Banks of Latvia. If a Depositor is regarded as a consumer for the purpose of the Republic of Latvia *Consumer Rights Protection Law*, the dispute shall be referred for consideration to a judicial authority of the Republic of Latvia according to location of the Bank (legal address).

6.4. The Agreement may be amended when mutually agreed upon by the parties. An exception from the provisions of this clause shall be the Bank's authority to unilaterally amend the Pricelist, including its provisions with regard to premature withdrawal of the Term Deposit. The Bank shall inform the Depositor about such amendments by placing information in the Bank's premises and on the Bank's home page at: <http://www.tkb.lv>.

6.5. If the wording of figures contained in this Agreement conflicts with their numerical expression, the written wording shall prevail. In all other cases, not stipulated by the Agreement, the Bank and the Depositor shall act in conformity with the Bank's General Transactions and Accounts Service Regulations and effective laws and regulations.

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