

Savings account 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
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2. Depositor:

2.1. Name, surname / Company:

2.2. ID No. / Registration No.:

2.3. Address:

2.4. Representative:

2.5. Current Bank Account No.:

3. Term Deposit

Pursuant to the terms of this Savings Account Agreement, the Depositor places funds in the Savings Account maintained with the Bank as a term deposit for a non-fixed period with advance notification on withdrawal in accordance with the terms of this Savings Account Agreement.

3.1. Initial Amount and Currency: In figures

In words

3.2. Annual Interest Rate Upon Conclusion of Agreement: *

* Interest rate may be amended during the term of this Agreement and Interest is calculated according to the rates fixed in the General Price-list.

3.3. Interest is added to the Savings Account balance according to paragraph 3.2. of part II

3.4. Bank opens Savings Account No.:

Special Terms

By his/her signature hereon the Depositor acknowledges that he/she has fully read the terms of part I and part II of the Savings Regulations and undertakes to comply with them. The Depositor confirms that the terms of this Savings Account Agreement have been negotiated with him/her and the Depositor agrees to comply with them.

Depositor _____

Bank _____

(typed name, surname)

(position, typed name, surname)

Riga, _____

(date)

Additional terms

Depositor _____

Bank _____

(typed name, surname)

(position, typed name, surname)

Riga, _____

ART II. TERMS OF SAVINGS ACCOUNT AGREEMENT**1. General Terms**

- 1.1. The Depositor shall deposit funds in the Savings Account as a non-fixed term deposit with advance notice of withdrawal under these terms that are an integral part of the Savings Account Agreement (hereinafter – the “Agreement”). By their signature of this Agreement the parties shall attest that they have read these terms, fully understand them, and shall comply with them.
- 1.2. The Depositor shall bear responsibility for the exactness, completeness and genuineness of the information provided. It shall be the responsibility of the Depositor to inform the Bank in writing, without delay, about any changes of the persons authorized to sign documents, Depositor's name, legal address (place of residence), ID documents, registration number or changes of the seal imprint (by submitting confirmative documents). The Bank shall have the right, where necessary, to require from the Depositor and the Depositor shall be obliged to submit to the Bank any further information upon the Bank's request. The Depositor shall be held liable for any losses incurred by the Bank due to the provision of delayed or/and incomplete or/and imprecise or/and untruthful information by the Depositor.

2. Term Deposit Placement

- 2.1. The Depositor shall deposit funds in the Savings Account. If the funds in the Depositor's Current Account with the Bank, mentioned in paragraph 2.5. of part I of the Agreement, are equal or exceed the amount indicated in paragraph 3.1. of part I of the Agreement at the conclusion of this Agreement, the signature of this Agreement on the part of the Depositor shall be deemed as the Depositor's instruction to the Bank to transfer the funds to the Savings Account in the amount indicated in paragraph 3.1. of part I of the Agreement.
- 2.2. If the amount of funds in the Depositor's Current Account with the Bank, mentioned in paragraph 2.5. of part I of the Agreement, is less than the sum indicated in paragraph 3.1. of part I of the Agreement at the conclusion of this Agreement, the Depositor shall himself/herself place deposit funds in the Savings Account, and the deposited amount may be greater or less than the sum stated in paragraph 3.1. of part I of the Agreement.
- 2.3. Further on, within the term of the Agreement the Depositor shall be authorized, at his/her own discretion, to increase the funds of the Savings Account. If this deposit in the Savings Account is made in a different currency, according to the Customer order, it shall be converted into the currency indicated in part I of the Agreement in accordance with the Bank's exchange rate on the payment day.

3. Interest Calculation and Payment

- 3.1. The Interest on the Savings Account balance shall be calculated for each day when the Savings Account balance is equal or greater than the minimal balance stated in the Price list. The Interest shall be computed for real calendar days, assuming that there are 365 days per year.
- 3.2. The accrued Interest shall be paid according to the procedure set in the Agreement, either by transferring the Interest to the Depositor's Current Bank Account or Savings Account (Adding of Interest) once a month, taking the date of conclusion of the Agreement as the base date. In case the Client chooses Adding of Interest, the Interest shall be transferred to the Savings Account, added to the Savings Account balance and new Interest on them shall be calculated from the next month.
- 3.3. The Bank shall be authorized to change unilaterally the Interest rate by amending the Price list.
- 3.4. If pursuant to the tax legislation of the Republic of Latvia and other regulatory documents the Bank is obliged to withhold any taxes from the funds payable to the Depositor, the Bank shall disburse the funds to the Depositor only after the deduction of the due tax according to the tax legislation of the Republic of Latvia.

4. Savings Account Replenishment, Receipt of funds

- 4.1. During the Agreement term, the Depositor shall have the right to replenish and/or decrease the balance of the Savings Account.
- 4.2. The Depositor shall be authorized to withdraw the balance of funds or a part of it from the Savings Account if a written notice of withdrawing the funds shall be submitted to the Bank not later than 7 days prior to the withdrawal of funds (Notification Period). The Notification Period shall be counted from the day when the particular notification on withdrawal of funds from the Savings Account has been received from the Depositor. If the Depositor has submitted such written notification, without having specified the term of receipt of the funds, the funds from the Savings Account shall be disbursed after seven days. The procedure mentioned in this paragraph shall also be applicable when the Depositor wants to close the Savings Account.
- 4.3. Any payments from the Savings Account shall be transferred to the Depositor's Current Account with the Bank, mentioned in paragraph 2.5. of part I of the Agreement.
- 4.4. If the Depositor wants to withdraw the funds from the Savings Account before the period of 7 days has expired, Bank shall charge a commission in compliance with the Price list.

5. Other Terms and Conditions

- 5.1. The Interest and Term Deposit shall be paid in the same currency as the Term Deposit has been made.
- 5.2. If the Term Deposit serves as collateral for the Depositor's or any third party's fulfilment of obligations with the Bank, the parties shall act in accordance with the agreements that have been signed between the Bank and the Depositor.
- 5.3. All disputes or arguments arising from fulfilment of the Agreement, the parties shall solve by means of written claims; claims; and thereto the parties shall be obliged to respond to a claim of the other party within 30 calendar days. Should the parties fail to reach an agreement in such a way, the dispute shall be solved in the Court of Arbitration of the Association of Commercial Banks of Latvia in Riga, according to the Standing Order of this Court of Arbitration. The number of arbitrators – 1. The language applicable to the Arbitration Court shall be Latvian. The arbitrator shall be appointed by the chief executive 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).
- 5.4. The Agreement may be amended by a mutual agreement of both sides. The exception from this paragraph shall be the Bank's right to unilaterally amend the Price list, including the terms regarding early receipt of the Term Deposit which shall be communicated to the Depositor by the Bank, making the information available in the premises of the Bank, and on the Bank's homepage in the Internet: <http://www.tkb.lv>.
- 5.5. In all occasions not stipulated in this Agreement, the parties shall act in compliance with the Bank's General Transaction and Account Servicing Regulations and the effective regulatory documents.
