

## Terms and Conditions of Customer Packages

### 1. Terms Used

**Bank** – AS "Reģionālā investīciju banka" (joint stock company), registered in the Commercial Register of the Republic of Latvia under registration No. 40003563375, legal address: 2 J.Alunāna Str., Riga, LV-1010.

**Bank's Home Page** – Bank's home page on the Internet: [www.ribbank.com](http://www.ribbank.com).

**Price List** – the Price List of Services for Customer Packages.

**Internet Banking** – an electronic payment system maintained by the Bank, wherein information exchange between the Customer and the Bank, necessary for the performance of Bank's operations, takes place through the Internet network.

**Customer Package** – a set of Banking Services, valid only when all Banking Services included in the package are used simultaneously. Types of Customer Packages and Banking Services included therein are specified in the Price List.

**Customer** – a legal entity that has at least one Account opened with the Bank and has submitted an Application to the Bank.

**Account** – any current account, card account, deposit account or other account opened for the Customer at the Bank, wherein Customer's funds are accounted.

**Agreement** – an agreement between the Bank and the Customer on the Customer Package, consisting of its integral parts – Application, these Terms and Conditions, Price List, Bank's General Terms and Conditions of Transactions.

**Monthly Fee** – a charge for the maintenance of the Customer Package, which is to be paid on a monthly basis and the amount of which is determined in the Price List.

**Registration Fee** – a one-time payment, which is to be made by the Customer to the Bank for the registration of the Customer Package and the amount of which is specified in the Price List.

**Terms and Conditions** – these Terms and Conditions of Customer Packages.

**Service Agreement** – an agreement between the Bank and the Customer on the use and maintenance of the Banking Service, consisting of its integral parts – an application for the respective service and the terms and conditions of the respective service.

**Price List of Services** – the Price List of Banking Services, which, inter alia, defines the commission fees and the payment procedure established by the Bank and which is in force at the moment of provision of services as well as after the termination or temporary suspension of business relations between the Bank and Customer.

**Application** – a Bank-approved form completed and signed by the Customer for receiving the Customer Package.

**Parties** – the Bank and the Customer, each individually – the Party.

### 2. General Terms and Conditions.

- 2.1. These Terms and Conditions lay down legal relations between the Bank and the Customer, related to the Customer Packages. In matters non-stipulated herein, the Bank's General Terms and Conditions of Transactions shall apply.
- 2.2. Legal relations between the Parties, arising from a particular Service Agreement included in the Customer Package, shall be laid down by the Service Agreements entered into by and between the Parties.
- 2.3. The Application signed by the Customer shall be deemed as the Customer's consent to these Terms and Conditions, the Price List, and the Bank's General Terms and Conditions of Transactions, as well as to the application thereof to the relations of the Parties.

- 2.4. The current versions of these Terms and Conditions, the Bank's General Terms and Conditions of Transactions, and the Price List are available in the office of the Bank, as well as on the Bank's Home Page.
- 2.5. The Customer undertakes to notify the Bank immediately of all and any changes concerning the information specified in the Application, as well as other crucial information. In case of provision with untimely, false or incomplete information, the Customer shall compensate the Bank for all losses incurred by the latter as the result of non-fulfilment of the said condition.

### **3. Signing of the Agreement**

- 3.1. The Agreement shall be deemed as signed and shall enter into force once the Customer has submitted the Application to the Bank, the Customer has paid the Registration Fee, Service Agreements have been concluded on all Banking Services included in the Customer Package requested by the Customer, and the Bank has connected the Customer Package for the Customer. Each Service Agreement shall be deemed as concluded in accordance with the provisions of the respective Service Agreement.
- 3.2. If the Customer Package chosen by the Customer includes the Banking Service, with regard to which the Bank and the Customer have already entered into the Service Agreement, this Banking Service shall be added to the Customer Package and the Parties shall not conclude a new Service Agreement thereon.
- 3.3. The Agreement shall not be concluded if at least one of the Banking Services in the Customer Package is not provided to the Customer.
- 3.4. The Bank has the right to refuse from entering into the Agreement and connecting the Customer Package, without explaining the reason for rejection.

### **4. Payments**

- 4.1. The Customer shall pay the Bank the Registration Fee for the provision of the Customer Package, making payment pursuant according to the current Price List.
- 4.2. The Customer shall pay the Bank the Monthly Fee for the Banking Services included in the Customer Package during the period of validity of the Agreement, making payment pursuant according to the current Price List.
- 4.3. Following the expiry of the Agreement, the Customer shall pay the Bank the commission fees, set in the Price List of Services for each respective service, for all the services determined in Service Agreements.
- 4.4. The Customer shall pay commission fees for the transfers exceeding the number set in the Customer Package in accordance with the Price List of Services of the respective service.
- 4.5. For other Banking Services not included in the Customer Package, the Customer shall pay commission fees for a specific Banking Service according to the respective Service Price List.
- 4.6. When determining the number of transfers submitted within the framework of the Customer Package, data for the period during which respective transfer orders are submitted shall be used.

### **5. Changing the Type of the Customer Package**

- 5.1. If the Customer wishes to change the type of the Customer Package, the Customer shall submit a new Application to the Bank.
- 5.2. The Agreement on a new Customer Package shall be deemed as concluded and enter into force on the first date of the next calendar month following the month in which all the following conditions have been met: the Customer has submitted an Application for the new Customer Package to the Bank; Service Agreements have been concluded on all Banking Services included in the new Customer Package, and the Bank has connected the new Customer Package for the Customer. Each Service Agreement shall be deemed as concluded in accordance with the provisions of the respective Service Agreement. In the event the type of the Customer Package is changed, no Registration Fee shall be paid for the new Customer Package.
- 5.3. If the new Customer Package includes the Banking Service, with regard to which the Bank and the Customer have already entered into the Service Agreement, this Banking Service shall be added

to the new Customer Package and the Parties shall not conclude a new Service Agreement thereon.

- 5.4. The Bank has the right to reject changing the type of the Customer Package requested by the Customer, if the Customer has any debts related to the Monthly Fee for the existing Customer Package or other payments due the Bank or the Customer has otherwise violated or violates or fails to fulfil these Terms and Conditions or the provisions of the Service Agreement included in the Customer Package.
- 5.5. The Bank has the right to refuse from entering into the Agreement on a new Customer Package and connecting the new Customer Package, without explaining the reason for rejection.
- 5.6. The Agreement on the previous Customer Package shall become invalid once the Agreement on the new Customer Package enters into force.

## **6. Validity Term of the Agreement and Its Termination**

- 6.1. The Agreement shall be concluded for an indefinite period and be valid until the complete fulfilment of obligations under the Agreement.
- 6.2. The Customer has the right to request terminating the Agreement unilaterally by submitting a written notification to the Bank in hard copy or via the Internet Banking system. In such case, the last day of validity term of the Agreement shall be the last day of the calendar month in which the Customer has submitted the application on the termination of the Agreement to the Bank.
- 6.3. The Bank has the right to terminate the Agreement unilaterally, informing the Customer thereof 30 (thirty) calendar days in advance, except the cases referred to in Clauses 6.4 and 6.5 hereof.
- 6.4. The Bank has the right to immediately terminate the Agreement unilaterally, without observing the notification term specified in Clause 6.3 hereof, if the Customer fails to fulfil or fulfils unduly its obligations under the Agreement or the Bank's General Terms and Conditions of Transactions.
- 6.5. The Bank has the right to immediately withdraw from the Agreement unilaterally, if the debt equivalent to at least two Monthly Fees has formed for the Customer. Upon withdrawing from the Agreement on the basis of this Clause, the Bank shall terminate the Agreement without informing the Customer thereof.
- 6.6. In addition to the provisions of these Terms and Conditions, the Bank has the right to withdraw from the Agreement unilaterally also in cases determined in the Bank's General Terms and Conditions of Transactions and pursuant to the procedures laid down therein.
- 6.7. The Agreement shall be terminated automatically, if any of the following events sets in:
  - 6.7.1. the validity of any Banking Service included in the Customer Package expires due to any reasons. In such case, it shall be deemed that the Agreement has become invalid simultaneously with the expiry of the respective Banking Service;
  - 6.7.2. all Customer's account at the Bank are closed.
- 6.8. The termination of the Agreement due to any reason shall not discharge the Customer from the obligation to make all the payments due to the Bank, the basis of which has occurred during the validity term of the Agreement, to cover losses incurred by the Bank as the result of Customer's actions, as well as to fulfil all the obligations arising from the Agreement, which have not been fulfilled by the moment of termination thereof.

## **7. Liability of the Parties**

- 7.1. The Parties shall be liable for the non-fulfilment or undue fulfilment of obligations stipulated in the Agreement in accordance with the Agreement and the normative acts of the Republic of Latvia.
- 7.2. If the person signing the Application on behalf of the Customer is not authorised to represent the Customer, the underwriter undertakes to cover all losses incurred by the Bank as the result of this underwriter's actions.

## **8. Other Terms and Conditions**

- 8.1. The Bank ensures the processing of personal data in accordance with the Bank's Principles of Personal Data Processing available on the Bank's Home Page.
- 8.2. The Bank has the right to unilaterally introduce changes to these Terms and Conditions, the Price List, as well as the General Terms and Conditions of Transactions.

- 8.3. Information on planned amendments to the Price List or these Terms and Conditions shall be available to the Customer on the Bank's Home Page or in the Internet Banking system prior to their entry into force.
- 8.4. The Bank has the right to introduce immediately the amendments which are more beneficial for the Customer in comparison to the previous ones.
- 8.5. The Bank has the right to introduce amendments which are less beneficial for the Customer compared to the previous ones pursuant to the procedures laid down in the General Terms and Conditions of Transactions.