



General Terms and Conditions of Transactions

The General Terms and Conditions of Transactions, hereinafter referred to as the "Terms and Conditions", have been approved by the Board of the Bank. The Terms and Conditions are a general document governing the mutual relationships between the Bank and the Customer and stipulating the rights and duties of the Bank and the Customer arising from the services provided by the Bank in accordance with the agreements concluded between the Parties and with the respective Terms and Conditions of Banking Services and the Terms and Conditions of the Banking Operations. The Terms and Conditions shall be applicable in cases when any of the issues referred to in the Terms and Conditions have not been stipulated in the services' terms and conditions or if such a stipulation is unclear. The Terms and Conditions with all their annexes, amendments and supplements shall form an integral part of each legal transaction and the relationships between the Bank and the Customer.

Terms used:

In these Terms and Conditions, the terms and concepts shall have the following meaning unless specified otherwise in the Terms and Conditions:

Account – any Current Account, Card Account, deposit account or another account containing the Customer's Financial Assets and opened at the Bank on behalf of the Customer.

Account Statement – a document in a paper or electronic format issued by the Bank to the owner of the account or to his/her designated person. The Account Statement reflects the movement of money resources in the account of the Customer within a certain period of time, as well as the balance of account in the beginning and in the end of this period.

Agreement – each mutual agreement of several persons on the establishment, amending or termination of legal relationships.

Apostille – a unified certification which certifies the capacity in which the person (the notary) signing the document has acted and the identity of the seal or stamp which it bears. The Hague Convention of 1961 on Abolishing the Requirement of Legalization for Foreign Public Documents stipulates that a document prepared in one country shall have legal force in another country provided that it has been certified with a certification of a unified Apostille.

Application – a form approved by the Bank and completed by the Customer in a written form or electronic format in order to receive Banking services.

Bank – JSC "Reģionāla investīciju banka", registered in the Register of Enterprises of the Republic of Latvia on 28 September 2001 under the unified registration number 40003563375, legal address: 2 J. Alunāna Street, Riga, LV-1010.

Banking Day – any calendar day on which the respective state's commercial banks and other financial institutions (including the Bank) are open for work.

Bank's Home Page – the Bank's home page on the Internet: www.ribbank.com.

Banking Operation – credit or debit operation in the Customer's Account initiated by the Customer, the Bank or a third party and performed in order to provide the Banking services.

Banking Services – in the meaning of the term "financial services" used in the Credit Institution Law (Section 1(4)), as well as in the meaning of the term "payment services" used in the Law on Payment Services and Electronic Money (Section 1(1)), of the terms "deposit services" and "additional deposit services" used in the Law on the Financial Instruments Market (Section 3(4) and (5)), as well as other services provided by the Bank.

Beneficiary – an individual or a legal entity which is the planned recipient of the transferred Financial assets, incl. money transfer.

Card – signatures and seal specimen card.

Card Account – an account opened at the Bank on behalf of the Customer and linked to a payment card.

Certification of Authenticity of the Documents (legalization) – certification of the authenticity of signature and seal, which is done by a consular official in order to ensure that documents prepared in one country have a legal force in another country. By legalizing the document the legal status and powers of the official (notary, etc.) signing the document is also certified. Certification of the authenticity of a document (legalization) is not a notarial act.

Consumer – a Customer (individual) which is to be considered to be a consumer within the meaning of the Consumer Rights Protection Law.

Current Account – an account for the making of payments opened at the Bank on behalf of the Customer.

Customer – an individual or a legal entity or an association of such persons, which uses, or has expressed a wish to use the Banking Services and/or acts as a Remitter or Beneficiary.

Financial Assets – cash or non-cash means of payment, precious metals, as well as Financial Instruments.

Financial Instruments – an agreement which simultaneously creates financial assets for one person and financial liabilities or capital securities for another person.

Financial Intelligence Unit – a service for the prevention of money laundering, which is a specially established State institution that controls unusual and suspicious financial transactions, and obtains, receives, registers, processes, collects, stores and analyses the respective information, as well as provides it to pre-trial investigation authorities and courts.

Money Laundering and Terrorism Financing – money laundering is the activities defined as such in the Law on the Prevention of Money Laundering and Financing of Terrorism. Terrorism financing is the activities defined as such in the Criminal Law.

Multicurrency Account – an Account in which all the incoming money is transferred and stored in the currency indicated in the transfer provided that the Bank has fixed the exchange rate for this currency; if not, a separate agreement with the Bank is necessary.

Parties – the Bank and the Customer, both together and each separately.

Payment – an activity initiated by a Remitter or a Beneficiary in order to transfer or withdraw money, which does not depend on any obligations undertaken by the Remitter or the Beneficiary in accordance with their legal relationships.

Payment Instrument – any personalized device or a set of procedures agreed upon by the Customer and the Bank used by the Customer and the Bank to initiate and approve a Payment (e.g. payment card, PIN code, code calculator (Digipass), password, etc. used by the Customer to make operations with the Financial assets placed in the account).

Payment Order – a written or electronic order submitted by the Customer to make a transfer using the money available in the Account.

Price List – Banking Services list, which defines and classifies the Bank's services as well as the commission fees and the payment procedure established by the Bank and which is in force at the moment of the provision of services as well as after the closure, blocking of the account and the termination of contractual relations between the Bank and Customer.

Proceeds from Criminal Activity – proceeds are to be considered proceeds from criminal activity if a person has acquired them directly or indirectly by committing a crime, and in other cases to which the provisions on proceeds from criminal activity of the Criminal Procedure Law apply.

Real Benefit Recipient – an individual:

a) who directly or indirectly controls at least 25% of a company's equity capital or the total of voting shares, or controls a company's operations in any other way;

b) who has direct or indirect rights to a property or who directly or indirectly controls at least 25% of a legal entity that is not a company. The Real Benefit Recipient of a foundation is a person or a group of persons for the benefit of which the foundation has been formed. The Real Benefit Recipient of a political party, association or cooperative association is the political party, association or cooperative association itself;

c) for whose benefit, or in whose interest, business relationships are established;

d) for whose benefit, or in whose interest, a separate transaction is carried out without establishing any business relationships in the meaning of the Law on the Prevention of Money Laundering and Financing of Terrorism.

Remitter – a Customer who submits a Payment Order to the Bank or a Customer who gives a permission to make a Payment from his/her Account.

Remote Account Management Tools – Internet Bank, SMS Bank, i.e., electronic payment and/or information systems, in which the exchange of information between the Customer and the Bank necessary for the provision of Banking Services is carried out via the electronic communication media.

Remote Communication Device – any device, including remote account management tool, which can be used to conclude agreements between the Customer and the Bank, and/or to provide/receive Banking Services, without a simultaneous physical presence of the payment services provider and the payment services user.

Shell Bank – a bank, the management, the staff or the place of provision of financial services of which is not located in the country where the bank is registered, and which does not have any institution supervising its operations. A Shell Bank is also a person who provides services similar to the services of a credit institution carrying out transfers on behalf of the third persons, and which does not have any

institution supervising or controlling its operations, except in cases when such transfers are made by electronic money institutions or when transfers are made between the companies of one group in the meaning of the Law on Financial Conglomerates, or between companies with the same Real Benefit Recipient.

Supervisory Authority – the Financial and Capital Market Commission address: 1 Kungu Street, Riga, LV-1050, Internet home page: www.fktk.lv.

Transfer – transfer of Remitter's money to the correspondent bank of the Bank in accordance with the details indicated by the Remitter in the Payment Order and with the Price List, as well as money transfers into a Beneficiary's Account at the Bank.

Unique Identifier – IBAN account number, payment card number or another unique identifier to be presented by a Customer to be definitely identified as a Beneficiary or a Remitter.

1. Identification of the Customer and the Customer's Powers

- 1.1. The Bank shall identify the Customer according to the procedure defined by the Bank and according to the applicable laws of the Republic of Latvia and the European Union. The Customer shall be obliged to submit identification documents required by the Bank.
- 1.2. The Customer shall prepare at the Bank the signatures specimen of the Customer or of his/her representative's signature. The Bank shall be entitled at its sole discretion to require the renewal of the Customer's signature specimen, and the Customer shall be obliged to renew it within the time frame defined by the Bank.
- 1.3. When providing Banking services, the Bank shall compare the signatures of the Customer or his/her representative on the transaction document with the signature specimen of the Customer or his/her representative on the Cards submitted to the Bank. At the Customer's sole discretion, the signature specimen may be submitted together with the Customer's seal specimen. In such a case the Bank shall compare the seal of the Customer on the transaction document with the seal on the Card submitted by the Customer. The Bank shall not be obliged to take into account the colour of the stamp.
- 1.4. The Customer hereby undertakes full responsibility for losses incurred by the Bank in the event the Customer has deliberately deceived the Bank, or due to carelessness of the Customer, as well as due to malicious actions by third persons provided that the Bank has identified the signature and the seal of the Customer or his/her representative according to Paragraphs 1.1 to 1.3 and no gross negligence has been found in its activities.
- 1.5. In order to use Banking Services and the Banking Operations using the remote connection devices, the Customer shall receive Payment Instruments the status and application procedure of which shall be defined in a separate Agreement signed between the Parties.
- 1.6. In case of withdrawals and deposits of money, the Bank shall identify the Customer or his/her representative according to the presented personal identification documents.
- 1.7. The Customer is entitled to issue the power of attorney to a third person to receive the Banking Services. Such power of attorney must be prepared in a written form. The power of attorney submitted to the Bank shall be considered to be valid until the Customer recalls it or until the validity term indicated in the presented power of attorney. The power of attorney must be recalled in a written form informing the Bank thereon.
- 1.8. A Customer who is an individual has the right to grant an authorization of managing a personal account to the third person signing in the presence of the Bank's employee the power of attorney in the form provided by the Bank or by submitting the power of attorney drafted in the form of a notarial act.
- 1.9. Documents issued abroad for the use in the Republic of Latvia have to be legalized according to the established procedure (*Apostille* or *legalization*), except for the documents issued in countries with which Latvia has signed the legal assistance agreements.
- 1.10. In the event a power of attorney is issued for a certain term, it shall lose its validity at the moment when the term of the power of attorney has expired, unless the power of attorney had been recalled before its expiry. The Bank shall not be responsible for any losses and other additional expenditure incurred by the Customer in cases when the Power of Attorney has been recalled, but the Bank has not been informed about it in a written form.
- 1.11. When processing documents, the Bank shall verify the compliance of a power of attorney with the form and the necessary scope of authorization stipulated in the laws of the Republic of Latvia in order to ensure that the Customer shall be entitled to receive the chosen Banking Services and Banking Operations. This shall also apply to procures registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia. If, at the moment of signing of a document,

the signatory of the document is not authorized to represent a Customer whom he/she claims to represent, the signatory, as an individual, shall assume all the liabilities arising from the signed document and shall be responsible for the fulfillment of these liabilities.

- 1.12. The Customer shall be obliged to immediately notify in a written form about all changes in significant circumstances (facts) pertaining to his/her legal relationships with the Bank, especially regarding changes in the name, surname or company name, place of residence, legal address, seal, signatories (or their signatures), changes in capacity or status (loss of capacity, establishment of custodianship, reorganization, privatization, arrest of property, insolvency, bankruptcy, etc.), as well as about all other changes in the documents submitted to the Bank (Articles of Association, register of shareholders/founders, amount of equity capital, officials, minutes of meetings, decisions of the Register of Enterprises of the Republic of Latvia, the Real benefit recipient, etc.) by submitting the new documents justifying these changes or their copies according to the requirements of the Bank.
- 1.13. The Customer shall compensate all losses incurred by the Bank, if during the receipt or provision of the Banking services the Customer or his/her representative is not a capacitated person or his/her capacity is limited.

2. Types of Communication and the Language Used – Preparation, Receipt and Sending of Documents

- 2.1. For the communication with the Bank the Customer shall choose one of the following three languages: Latvian, Russian or English. Irrespective of the language chosen as the main language of communication, the Customer may prepare and submit all documents to the Bank in one of the aforementioned languages without having to provide a translation. If the Customer submits documents in any other language, they must be translated into Latvian, Russian or English. Upon request of the Bank, translation of these documents must be certified in the consular representative office of the respective country, by a notary, by a sworn translator or using any other procedure stipulated by the laws and regulations. An Apostille or a document confirming the authenticity of documents (legalization) shall be used for confirming the authenticity of Documents. The Bank shall not be obliged to compensate to the Customer any expenses incurred in relation to the translation of the respective documents and/or confirmation of their authenticity.
- 2.2. The Customer shall be responsible for the truthfulness, authenticity and completeness of all data and documents submitted to the Bank, and for their timely submission.
- 2.3. Upon receiving the documents, the Bank shall check their authenticity, completeness and validity, as well as the powers of designated persons. In the case the Bank, when taking the aforementioned actions, needs to make use of respective registers or special data bases, as well as in cases when the Customer submits documents to the Bank failing to provide their translation into one of the languages mentioned in Paragraph 2.1, the Bank shall be entitled to use the services of the aforementioned third persons, including translators, at the Customer's expense.
- 2.4. In case of uncertainty, the Bank shall be entitled to ask the respective person (the applicant) to submit any Application and other type of document which is necessary for the Banking Operations in a written form, unless the respective terms and conditions of the Banking operations or the provisions of the signed Agreement stipulate otherwise.
- 2.5. All documents related to the Banking Services and Banking Operations shall be issued by the Bank to the Customer or sent to the Customer's address indicated in the Agreements signed between the Parties, or shall be sent via the Remote Communication Devices.
- 2.6. If the Customer has submitted an application to receive the Account Statements at the Bank in a paper format according to the Agreement signed between the Parties, the Bank shall store the prepared Account Statements for 3 (three) months from the day of preparing the statements.
- 2.7. All informative notices or documents shall be considered to have been sent to the Customer or received at the Bank starting from the moment when a note on the sending of the respective notice or document is registered in the Bank's record-keeping documents unless the respective terms and conditions of the Banking Services or of the Banking Operations stipulate another procedure.
- 2.8. The Customer shall be obliged to submit to the Bank documents which are clearly legible, correctly and precisely completed in blue or black ink without any corrections and deletions, otherwise the Bank shall be entitled to refuse to accept documents which have not been prepared according to the requirements of the Bank.
- 2.9. All documents on the part of the Bank shall be signed by the designated persons of the Bank according to powers granted by the Bank.

3. Currency of the Banking Operations

- 3.1. The Banking Operations must be carried out in a currency agreed by the Parties in the respective Agreement. In the event no currency has been indicated in the Agreement, it shall be assumed that euro is the currency to be used. However, the Bank entitled to require that the Banking Operation is carried out in another currency provided that duly execution of the Banking Operation in the respective currency cannot be carried out due to circumstances which are beyond the responsibility of the Bank and the occurrence of which is not the Bank's fault.
- 3.2. For all transactions between the Bank and the Customer where currency conversion is necessary and where there is no special agreement regarding the exchange rate to be applied on such transactions, the Bank's currency exchange rate established at the moment of such transaction shall be applied, available on the Bank's Home Page or at the Bank's premises during the Bank's working hours.
- 3.3. The exchange rate applied to a transaction shall be indicated in the corresponding document confirming such transaction.

4. Account

4.1. Opening of an Account

- 4.1.1. Opening of a Current Account at the Bank shall be carried out within 5 (five) Banking Days. If while verifying a new Customer and the submitted documents the Bank needs to process additional information, data and documents, the time of opening of a Current Account shall be extended. Other Accounts shall be opened in accordance with the procedure stipulated in the respective service Agreements.
- 4.1.2. The Customer's application regarding an opening of the Current Account or any other Account shall not oblige the Bank to open such an Account.
- 4.1.3. The Customer's Current Account at the Bank shall be a Multicurrency Account.
- 4.1.4. The Customer must sign an Agreement with the Bank on opening of a Current Account. With respect to all transactions between the Bank and the Customer, the owner of the Current Account and of the money available therein shall be the individual or legal entity on whose behalf the Current Account Opening and Servicing Agreement is signed with the Bank. If in the meaning of the laws and regulations of the Republic of Latvia and the European Union the Customer's Real Benefit Recipient is another person, it shall be considered that the money available in the Current Account is the property of the Real Benefit Recipient.
- 4.1.5. If the Customer wants to open a subaccount (additional account which is linked to the Current Account), the Customer shall be obliged to submit a written application to the Bank with an explanation for what purposes the subaccount is opened. In the subaccount, the Banking Operations must be carried out according to the terms and conditions of the respective Agreement already signed. The owner of the Current Account, and of all subaccounts, opened for this account opened at the Bank shall be the individual or legal entity with whom the Bank has signed the Current Account Opening and Servicing Agreement, unless the aforementioned Agreement stipulates otherwise.
- 4.1.6. In the case the Customer is a minor individual of up to 16 years of age, the Current Account Opening and Servicing Agreement on behalf of the Customer may be signed by one of the parents of the Customer or a custodian appointed with a decision of the Orphan's Court. If the Customer is a minor individual of 16 to 18 years of age, the Customer him/herself shall be entitled to sign the Agreement on Opening and Servicing of the Current Account.

4.2. Use of Account

- 4.2.1. An Account of an individual may be used by the individual itself or by his/her designated person.
- 4.2.2. A legal entity shall use its Account via its representatives who have been registered their signatory rights at the Bank to use the Account of the respective legal entity. The Bank shall be entitled to attribute the signatory rights of the representative to all accounts at the Bank that are owned by the owner of the respective Account, unless the Agreements on opening and servicing of Account signed between the Bank and the Customer stipulates otherwise or unless there are any other written instructions submitted to the Bank by the owner of the Account. Changes in the Customer's Card shall be made on the basis of the Customer's written order which does not contradict the applicable laws and regulations of the Republic of Latvia and the European Union, as well as on the basis of the Articles of Association of the Customer or other binding documents.
- 4.2.3. The Customer undertakes all responsibility for his/her Applications and Payment Orders submitted to the Bank, as well as for their completeness and preciseness.

4.3. **Closing and Blocking of Account**

- 4.3.1. The Bank shall be entitled to close or block the Customer's Account upon the receipt of the Customer's written order on closing or blocking of the Account, as well as in other cases provided for the respective Agreement, these Terms and Conditions and laws and regulations of the Republic of Latvia and the European Union.
- 4.3.2. If there are funds on the Account and Customer submitted an order to the Bank to close the Account, the Bank has the right to perform the order only if with the order regarding the Account closure the Customer submitted a Payment order regarding the transfer of the rest of the funds or order regarding cash withdrawal.
- 4.3.3. After there is decision made by the Bank regarding unilateral collaboration termination with the Customer and closure of the Account, the Bank does not accept Payment orders for the performance of operations on the Account except the Payment order regarding the transfer of the rest of the funds from the Current Account to the Customer's account opened in another bank or order regarding cash withdrawal.
- 4.3.4. The Bank shall be entitled to close or block the Customer's Current Account in the event the Customer has not carried out any Banking Operations in the Current Account for more than 12 (twelve) months, and such closing or blocking must be done according to the following procedure:
 - 4.3.4.1. if the balance of the Current Account is not positive or is equal to 0 (zero), without notifying the Customer thereon;
 - 4.3.4.2. if the balance of the Current Account is less or equal to the sum of the accrued commission fees and within 30 (thirty) calendar days the Bank was not able to contact the Customer, the Bank uses the funds on the Account to pay accrued commission fees;
- 4.3.5. The Bank shall be entitled at its sole discretion to independently require information from the Customer and the Customer shall be obliged to complete the questionnaire prepared by the Bank and submit other documents characterizing the Customer's economic activity, including information on the Banking Operations with cash, its origin, the Real Benefit Recipient and other information according to the laws and regulations of the Republic of Latvia, the European Union and other binding laws and regulations. In case the Customer refuses to fulfill the liabilities stipulated in this paragraph or fulfils them unduly, the Bank shall be entitled to block the Customer's Account. The Customer shall be obliged to cooperate with the Bank to the extent stipulated in the laws and regulations of the Republic of Latvia and the European Union, and in the Agreement between the Government of the United States of America and the Government of the Republic of Latvia to Improve International Tax Compliance and to Implement the Foreign Account Tax Compliance Act (FATCA). Otherwise the Bank shall be entitled to close the Customer's Account and, in accordance with the Customer's instructions, to transfer the Financial Assets available therein to the Customer's current account at another credit institution or to the account from which the funds were previously received.
- 4.3.6. The Bank has the right to unilaterally terminate any Agreement, refrain from the operation realization on the Accounts and close or block the Account without the Customer's prior warning also in the following cases:
 - 4.3.6.1. the Customer has not timely submitted the documents requested by the Bank and/or has not eliminated the shortcomings in these documents;
 - 4.3.6.2. if the Customer permits legally punishable, dishonest or unethical action towards the Bank and thus, can create for it reputational risk or financial losses;
 - 4.3.6.3. if the Bank has data or suspicion that the Customer or the related person to it realizes actions connected to the attempt of money laundering or a similar action;
 - 4.3.6.4. in connection with a debt of commission charges to be withheld;
 - 4.3.6.5. for the purposes of protection of the Customer's property (e.g. the Bank has learned that the Customer's Digipass or other identification information has been acquired by third persons);
 - 4.3.6.6. in the event of death of the Customer or the Customer's representative;
 - 4.3.6.7. in accordance with an order of the State Revenue Service and of a decision or an order of the law enforcement institutions of the Republic of Latvia;
 - 4.3.6.8. if the Customer has delayed the fulfillment of his/her obligations towards the Bank.
- 4.3.7. The Customer shall be obliged to regularly renew the validity of authorization of the Customer's representative at the Bank. In case the validity of authorization of the Customer's representative has expired, the Bank shall be entitled to block and close the Customer's Account. The Bank shall activate the Customer's Account after the renewal of the respective authorization and after the submission of the power of attorney to the Bank.

- 4.3.8. These Terms and Conditions and the Price List of the Bank shall be in force in respect to the mutual claims between the Bank and the Customer also after closing or blocking of the Account.
- 4.3.9. The Customer shall be obliged to free the Bank from all liabilities undertaken by the Bank during the fulfillment of the Customer's orders given until the moment of closure of the Account, to compensate to the Bank all expenses and losses incurred due to such liabilities, and if necessary to submit corresponding collateral.
- 4.3.10. The documents submitted by the Customer for opening of the Account and for receiving the Banking Services shall not be returned to the Customer.

5. Procedure of Payments

5.1. Payments into the Account

- 5.1.1. The Bank shall be entitled to accept any payments into the Customer's Account without the Customer's consent.
- 5.1.2. The Bank shall be entitled to transfer money to the Customer's account, on the basis of the IBAN number of the account indicated in the Payment Order, without taking into account the name of the Beneficiary indicated in the Payment Order.
- 5.1.3. In case of discrepancy between the IBAN account number and the Beneficiary's data indicated in the incoming Payment Order, the Bank shall retain the right to clarify the details of the Beneficiary.
- 5.1.4. In the event the Bank has credited the Customer's Account by mistake, due to misspelling or without any legal basis, the Bank shall debit the Account of the Customer for the same amount of money immediately after it has learned that such a situation has occurred and without prior notification to the Customer about it.
- 5.1.5. A Transfer in foreign currency shall be made to the Customer's Account on the day (valuation date) when a notice on making of Transfer in USD (United States dollars) or EUR (via TARGET2 system) has been received from the correspondent bank, and in other cases after a statement of the correspondent account including the respective amount has been received.

5.2. Transfers from the Account

- 5.2.1. The Bank shall make a Transfer of the funds from the Customer's Current Account. In the case the Customer is an individual, the Transfer may also be made from the Card Account, unless the Agreement concluded with the Customer stipulates otherwise.
- 5.2.2. The Bank is entitled to set limits of the Transfer from the Account. The Customer is entitled to address to the Bank with a request to reconsider the specified limits, in its turn, the Bank is entitled to reject the Customer's request.
- 5.2.3. The Transfer of money shall be performed by the Bank according to the Customer's instructions in the Customer's Payment Order. The Customer shall be obliged to ensure precise and correct wording of Payment Order. The wording of Payment Order shall comply with the Bank's requirements indicating all details of the Beneficiary. With respect to carrying out of Transfers, the Bank shall not be liable for any mistakes, discrepancies and inaccuracies that have occurred due to mistakes or delays in the operation of external information and communication systems, networks, etc., as well as due to unclear, incomplete, inaccurate or incorrect data indicated by the Customer in a Payment Order, etc. or similar circumstances occurred due to another reason beyond control of the Bank.
- 5.2.4. The Customer shall be obliged to include the following details in the Payment Order:
- **Date;**
 - **Remitter (Customer):**
 - For legal entities – company name / for individuals – name and surname;
 - For legal entities – registration number / for individuals – personal identity number (if any);
 - Account number (**IBAN**);
 - **Currency and amount in figures (for Payment Orders submitted in paper format – also the amount in words must be indicated);**
 - **Name of the Beneficiary bank**, its code (SWIFT, FW, BLZ, etc.) and address. If necessary, the name, address and code of the branch of the bank;
 - **Correspondent bank of the Beneficiary bank.** If the Customer has failed to indicate it, the Bank chooses the correspondent bank at its own discretion without agreeing about it with the Customer. If the Customer indicated the correspondent bank, the Bank shall be entitled to choose another correspondent bank with no additional notification to the Customer, if the Bank believes that such a bank shall fulfill the Payment Order more efficiently;

- Beneficiary:

- For legal entities – company name / for individuals – name and surname;
- For legal entities – registration number / for individuals – personal identity number (if any);
- Account number (if the beneficiary is a customer of an European Union Member State's bank, the account number shall be indicated in IBAN form);
- Address;

- Type of Payment;

- External Payment code in accordance with The Bank of Latvia “Regulation for Preparation of Nonbank External Payments Statements” No.112;

- Purpose of Transfer:

- A detailed name and amount of goods and services of the Transfer must be indicated;
- The document on the basis of which the Transfer is made must be indicated stating its number and date (agreement, invoice, etc.);
- Details must be written using Latin letters in a language in which the Transfer must be received, except for cases when Transfers are made in RUB currency.

For Transfers in RUB currency:

In case of an outgoing payment in RUB, the information on the Beneficiary and the Beneficiary bank must be written in a language in which the original names of the latter are written, and the following information must be indicated:

- Beneficiary:

- For a legal entity – individual tax payer’s number must be indicated;
- For an individual – name, surname and father’s name must be indicated;

- Beneficiary bank:

- BIC (bank identification code);
- Its correspondent account in the Russian Central Bank;

- Purpose of Transfer:

- A detailed name and amount of goods and services of the Transfer must be indicated;
- The document on the basis of which the Transfer is made must be indicated stating its number and date (agreement, invoice, etc.);

- Currency operation type code;

- Information on VAT (value added tax):

- If VAT is included, the amount of VAT must be indicated.

In all types of Payments, the description of the purpose of Transfer may not be longer than four lines consisting of 35 characters.

- 5.2.5. If the Customer makes tax and/or duty Transfer in euro on behalf of third person, the Customer must indicate this third person in the section of the Payment Order „Purpose of payment”. If the third person is a resident of the Republic of Latvia, the following data must be indicated: for individuals – name, surname, personal identity number, and for legal entities – company name, unified registration number. If the third person is a non-resident of the Republic of Latvia, the following data must be indicated: for individuals – name, surname, passport data/date of birth, passport number, date and place of issuance and issuing authority, and for legal entities – company name, registration number, date and place of registration.
- 5.2.6. If a Payment Order is executed on behalf of third person, the Customer shall be obliged to submit:
- 5.2.6.1. Identification data of the third person (for legal entities – copy of registration document, for individuals – copy of passport);
- 5.2.6.2. A document in accordance with which the Customer acts on behalf of the third person (original of the power of attorney).
- 5.2.7. The Bank shall be entitled to deduct the funds from the Customer’s Account without prior coordination or agreement with the Customer in the following cases:
- 5.2.7.1. In cases and according to the procedure stipulate in the laws and regulations of the Republic of Latvia and the European Union;
- 5.2.7.2. For the Banking Operations and the Banking Services provided to the Customer;
- 5.2.7.3. In the event the payment/Transfer into the respective Account has been made due to fraud or without any legal basis;

5.2.7.4. By covering the Bank's claim towards the Customer in the form of clearing.

5.3. Provision of Payment Information

5.3.1. If an incoming Payment is made into the Customer's Account, then the following information can be provided to the Customer by the Bank after crediting the amount:

5.3.1.1. The transaction registration number which allows the identification of such Payment and, if possible, information which identifies the Remitter and any other information which has been provided along with the Payment;

5.3.1.2. The Payment amount in the currency which has been transferred into the Customer's Account;

5.3.1.3. The Payment amount in the currency before currency exchange and applicable exchange rate in case of conversion;

5.3.1.4. The date of valuation of money assets being credited to the Account;

5.3.1.5. The amount of the Bank's fee, its form and distribution.

5.3.2. If an outgoing Payment is made from the Customer's Account, the following information can be provided to the Customer by the Bank after debiting the amount:

5.3.2.1. The transaction registration number which allows the identification of such a Payment, and information on the Beneficiary;

5.3.2.2. The Payment amount in the currency which has been debited from the Customer's respective Account;

5.3.2.3. The Payment amount in the currency after currency exchange and applicable exchange rate in case of conversion;

5.3.2.4. The date of valuation of money assets being debited from the respective Account.

5.3.3. Special conditions for the Customers-Consumers: Customers-Consumers shall receive information free of charge provided that the following conditions are met:

5.3.3.1. By concluding an Agreement with the Bank on the use of Internet Bank services at any time in electronic format at the Internet Bank;

5.3.3.2. If the Agreement mentioned in Clause 5.3.3.1 has not been concluded or it is specially stipulated in the Agreement on opening of Current Account, such information shall be provided at the Bank's premises during working hours, provided that the Customer presents a personal identity document. In this case the Bank shall provide to the Customer an Account Statement including all information according to the requirements of the laws and regulations of the Republic of Latvia, these Terms and Conditions and the Agreement entered into by the Parties.

5.3.4. Customers who are not Consumers shall receive the information free of charge by concluding an Agreement with the Bank on the use of Internet Bank services at any time in electronic format at the Internet Bank. In any other cases, the conditions of the receipt of information shall be regulated by the Agreements between the Customer and the Bank, and by the Price List.

5.3.5. All Customers shall be obliged to become acquainted with the flow of Financial Assets in the Account by checking the Account Statements or in any other way provided for in these Terms and Conditions at least once a month and to assess the correctness of the Payments having been made into and from the Account. The Customer shall be obliged to notify the Bank in a written form about unauthorized or erroneous Payment as soon as possible, but not later than term mentioned in Terms and Conditions.

5.4. Other Terms and Conditions of Payments

5.4.1. When receiving the Customer's Payment Orders and making Transfers, the Bank shall comply with the international, the Republic of Latvia and the European Union laws and regulations, as well as the international banking practice.

5.4.2. The Bank shall be entitled to refuse to execute the Customer's Payment Order in the following cases:

5.4.2.1. If the amount in figures indicated in the Payment order differs from the amount in words. The Bank shall be entitled, but not obliged, to consider the amount indicated in words to be the correct one. When using the distance submission of Payment Orders, the Bank shall consider the amount in figures to be the correct one;

5.4.2.2. If the Customer in the Payment Order has failed to indicate all the necessary details or if the details are erroneous;

5.4.2.3. If the Payment Order does not comply with the provisions of Paragraphs 5.2.4 and 5.2.5;

5.4.2.4. If the Bank suspects that the submitted Banking Operation is made for money laundering purposes;

5.4.2.5. In any other cases provided for in these Terms and Conditions or in the laws and regulations of the Republic of Latvia and the European Union.

- 5.4.3. The Bank shall be entitled to suspend the performance of outgoing or incoming Transfers in cases when it is necessary to decide whether the collateral of the Customer's liabilities towards the Bank is needed and justified.
- 5.4.4. If the Customer has not indicated all the necessary details, the Bank shall be entitled, but not obliged, to contact the Customer for additional information. If the Bank does not manage to contact the Customer in order to specify Payment details, the Bank shall be not to execute the outgoing Transfer. The Customer shall be entitled to turn to the Bank for assistance in order to find out the details necessary for the outgoing Transfer, and the Bank hereby undertakes to provide the necessary information to the Customer as far as possible.
- 5.4.5. The Bank shall not be held liable for the execution of Payment Orders submitted to the Bank in the event there is not enough money for fulfilling of such Payment Orders in the Customer's Accounts.
- 5.4.6. If the Customer has submitted a Payment Order in a certain currency for an amount which exceeds the funds available in this currency or if there no such money resources in this currency available in the Customer's Account for making of such a Transfer, the Bank shall be entitled, but not obliged, at its sole discretion to use the Customer's funds available in other currencies. In such a case the currency exchange rate defined by the Bank on the respective day shall be applied.
- 5.4.7. If the Customer has submitted several Payment Orders for the total amount which exceeds the money resources available in the Customer's Account and if the Customer has not asked the Bank to make them in a certain sequence, the Bank shall be entitled to execute these Payment Orders in an optional sequence at its sole discretion.
- 5.4.8. The Customer's Account Statement issued by the Bank from the Banking operations accounting software shall be considered to be a sufficient evidence of incoming or outgoing Transfers.
- 5.4.9. In case of interbank Transfers, it shall be considered that the Bank has fulfilled its liabilities arising from the outgoing Transfer from the moment when the Account has been debited for the respective amount of Transfer. The Bank shall not be held liable for the paying out of the respective amount to the Beneficiary indicated in the Transfer.

5.5. **Cancellation and Changes in Payment Orders**

- 5.5.1. The Customer shall be entitled to request the Bank to cancel or change a Payment Order by submitting a respective order to the Bank and paying the commission fee indicated in the Price List.
- 5.5.2. Upon receipt of the order mentioned in Paragraph 5.5.1 and provided that the Transfer had not yet been executed by the Bank, but its processing has been started, the Bank shall take all the necessary actions in order to stop or change such a Transfer. In the case the Bank has withheld a commission fee for the execution of the Transfer, it shall not be returned to the Customer.
- 5.5.3. Upon the receipt of the Customer's order mentioned in Paragraph 5.5.1, in cases when the Transfer has already been executed, the Bank shall take all the necessary actions to recover the money or change the Transfer as far as it is possible.
- 5.5.4. After the Customer has submitted to the Bank an order on canceling or changing of a Payment Order, the Bank shall not guarantee that the Transfer will not be executed or that the changes will be made.
- 5.5.5. The Bank shall repay the money indicated in the Customer's Payment Order only after the Bank has received the respective money resources from the correspondent bank. The Customer is aware that the banks involved in the Transfer are entitled to deduct their commission charges from the money to be returned to the Customer.
- 5.5.6. If the money is paid into the Customer's Account, the recovery of this money at the Remitter's request may occur only with the consent of the owner of the Account.
- 5.5.7. In cases when in the Customer's Account there are not sufficient money resources for the execution of the Customer's Payment Order submitted to the Bank, the Bank shall store this Payment Order for 10 (ten) Banking Days from the date of the Payment Order, and if the Customer fails to ensure sufficient amount of money in the respective Account available in the currency indicated in the Payment Order within this period, it shall be cancelled.

5.6. **Responsibility of the Bank for the fulfillment of Payment Orders. Erroneous or Unauthorized Payments**

- 5.6.1. The Bank shall be responsible for the correctness of fulfillment of a Payment Order according to the IBAN number of the account indicated by the Payment initiator – the Remitter or the Beneficiary, i.e. for the receipt of such Payment by the Beneficiary bank. If the Bank can prove

- that the Financial Assets were received by the Beneficiary bank according to the IBAN number of the account indicated in the Payment Order, then the Beneficiary bank shall be obliged to ensure that the Beneficiary receives the Financial Assets*.
- 5.6.2. If the Bank is responsible for the fulfillment of a Payment Order to the Customer-Remitter under Paragraph 5.6.1, the Bank shall immediately compensate the amount of an unexecuted or erroneous Payment to the Customer or renew the status of the Customer's account as it would have been if the erroneous Payment had not been made.
 - 5.6.3. If the Bank is responsible for the fulfillment of a Payment Order to the Customer-receiver under Paragraph 5.6.1, the Bank shall immediately Transfer the corresponding Payment amount to the Customer's Account.
 - 5.6.4. Irrespective of the responsibility under Clause 5.6., upon the Customer's request, the Bank shall make its best efforts to immediately trace a Payment and shall inform the Customer on the result, as well as to recover the amount of an unexecuted or erroneous Payment. For the recovery of Financial Assets, the Bank shall be entitled to deduct a fee subject to the Price List from the Customer's account, except for the cases when the Payment was made erroneously due the Bank's fault.
 - 5.6.5. If a Payment Order has not been executed or has been executed erroneously as a result of due to mistakes or deficiencies in the Payment Order submitted to the Bank, or if the Payment Order has not been executed due to the fault of the correspondent bank indicated by the Customer, the Bank shall not be responsible for the non-execution or erroneous execution of such a Payment Order. In this case the Bank shall repay to the Customer the Payment amount only after its recovery; furthermore, the Bank shall not be obliged to repay the fees paid by the Customer in relation to the execution of such a Payment Order. The Bank shall be entitled to deduct the actual expenses related to such recovery from the received amount.
 - 5.6.6. The Bank shall be responsible for the execution of Transfers in compliance with the requirements of the laws and regulations of the Republic of Latvia and the European Union.

6. Terms and Conditions of Remote Account Management Tools

- 6.1. The Bank shall offer to its Customers the following Remote Account Management Tools:
 - 6.1.1. Internet Bank;
 - 6.1.2. SMS Bank.
- 6.2. When signing the Agreement on the Use of the Internet Bank Services, the Customer shall receive a user code and Digipass. During the validity the Agreement the Bank shall hand over the Digipass for use by the Customer withholding a commission fee indicated by the Bank according to the Price List. In case of termination of the Agreement, the Customer shall be obliged to return the Digipass to the Bank.
- 6.3. In case the last Customer's Account linked to an agreement is closed, the Agreement on the Use of the Internet Bank or SMS Bank Services shall be immediately terminated.

7. Terms and Conditions of Documentary Operations

- 7.1. The Bank shall offer to its Customers to make the following documentary operations:
 - 7.1.1. Letter of credit – irrevocable obligation issued by the Bank upon the Customer's order, which envisages to pay an amount of money to a beneficiary against the documents presented by such a beneficiary in accordance with the conditions of the letter of credit;
 - 7.1.2. Guarantees – irrevocable undertaking issued by the Bank upon the Customer's order, which envisages to guarantee the Customer's or third parties' liabilities and to pay to a beneficiary the guarantee amount in accordance with the conditions of the guarantee upon receipt of a corresponding request from such a beneficiary;
 - 7.1.3. Documentary collections – interbank operation in the framework of which the remitter's funds are transferred by the Bank to a beneficiary against transport and/or financial documents, by transferring such assets to the beneficiary's account.
- 7.2. Documentary operations shall be made according to the regulations of the International Chamber of Commerce (ICC) – Uniform Customs and Practice for Documentary Credits (UCP 600) (2007), International Standard Banking Practice in accordance with the UCP 600, Uniform Rules for Demand Guarantees (URDG 758) and ICC publication No 522 “Uniform Rules for Collections”.

* Provisions of Paragraph 5.6.1 shall be applicable under the condition that the Beneficiary Bank is located in Latvia or any other European Union Member State, or any state within the European Economic Area, and that the Payment is made in euro.

- 7.3. The Bank shall examine the submitted letter of credit and guarantee applications, as well as collection order within 3 (three) Banking Days. The Bank shall not be obliged to provide justifications for refusal.
- 7.4. Commission fees for documentary operations shall be indicated in the Bank's Price List. In accordance with the Bank's Price List or invoices received by the Bank from its correspondent bank, the Customer shall be obliged to cover all the expenditure related to the servicing of the documentary operation services and incurred (now or in the future) by the Bank or its correspondent bank.
- 7.5. The Bank shall issue a letter of credit or a guarantee to the Customer only in exchange for collateral acceptable to the Bank.
- 7.6. When providing a documentary collection service, the Bank shall act only in accordance with the Customer's order, shall not undertake any financial obligations to cover the documents and shall not be liable for the actions of third parties related to the execution of the Bank's tasks with respect to the operation.
- 7.7. If the Bank receives a request to fulfill the Customer's liabilities guaranteed by the Bank, the Bank shall be entitled to satisfy such claim of a creditor (recipient of the guarantee) and to pay out the requested amount of money from the Customer's (debtor's) account without a respective court judgment, on the basis of the creditor's unilateral request.
- 7.8. If the Bank has been designated as the nominated bank in accordance with the conditions of the export letter of credit without the need to approve the letter of credit, the Bank shall transfer the funds to the Customer to be paid against the documents submitted by the Customer in accordance with the letter of credit only after the Bank has received the afore-mentioned funds from the issuing bank or the remitting bank.
- 7.9. All documents that the Bank sends in relation with the execution of the documentary operation shall be sent using a courier service chosen by the Bank. The Bank shall not be liable for damages, loss and delays of delivery of the documents to the addressee performed by the courier service, and for losses incurred by the Customer as a result of the above.
- 7.10. The Bank shall be entitled to assume that a document submitted by the Customer to the Bank is authentic and correct. However, if the Bank doubts the authenticity or validity of the submitted documents, the Bank shall be entitled to refuse to execute the transaction and to provide the documentary operation service, and to request additional documents. The Customer shall be obliged to notify the Bank about changes to the content of the documents submitted.
- 7.11. Prior to making a documentary operation or during its execution, the Bank shall be entitled to request the Customer, and the Customer shall be obliged to submit to the Bank, additional information and documents, including documents verifying the justification and/or economic essence of the transaction to be performed by the Customer. If the Customer fails to submit the requested documents to the Bank, the Bank shall be entitled to suspend the performance of the obligations related to the execution of the documentary operation until the Customer submits the requested documents to the Bank.

8. Terms and Conditions of Payment Cards

- 8.1. The Bank shall issue to its Customers payment cards of international payment card system MasterCard Worldwide whose subsidiary is MasterCard Europe Sprl.
- 8.2. Before issuing the cards, a Payment Card Issue and Maintenance Agreement shall be signed between the Bank and the Customer.
- 8.3. The Card Account opening, payment cards issue and service takes place in accordance with Terms and Conditions of Issue, Use and Maintenance of Payment Cards. MasterCard World Elite payment cards issue and service take place in accordance with Terms and Conditions of Issue, Use and Maintenance of Payment Cards as well as in accordance with MasterCard World Elite Card Use Terms and Conditions. The indicated rules are on the Bank's Home Page.
- 8.4. The Bank shall be entitled to request collateral for fulfilling the Customer's liabilities, which may be a deposit, a guarantee of a legal entity or individual, mortgage or other type of collateral acceptable to the Bank.

9. Terms and Conditions of Trust Transactions

- 9.1. Trust transactions are based on the Agreement on Trust Transactions signed between the Trustor and the Bank according to which the Trustor shall hand over the Financial Assets to the Bank for management and the Bank undertakes to manage and administer these Financial Assets in the Trustor's interests for a certain charge.

- 9.2. Before making of trust transactions the Bank shall carry out research of the transaction with a purpose to make sure that Customer's Financial Assets are of legal origin and to state the economic essence of the transaction in order avoid Money Laundering and Terrorism Financing.

10. Terms and Conditions of Term Deposits

- 10.1. Term Deposit Agreement shall come into force when there are sufficient money resources in the respective currency in the Customer's Current Account in order to fulfill the term deposit Agreement.
- 10.2. The Bank shall calculate and pay interest for term deposit to the Customer. Interest shall be calculated for each day when the term deposit is located in the deposit account. The day of placement of the term deposit and the payment day shall be considered to be one day.
- 10.3. Deposit rates for a deposit with a term up to 1 (one) year shall be calculated by assuming that in a year there are 360 days, while the deposit term in full months shall be calculated based on the actual number of calendar days.
- 10.4. Deposit rates for a deposit with the term starting from 1 (one) year (including) shall be calculated by assuming that in a year there are 360 days, while the deposit term in full months shall be calculated assuming that in a month there are 30 days.
- 10.5. The Customer shall be entitled to receive the deposit and interest in accordance with the provisions of the Agreement.
- 10.6. The Customer shall be entitled to terminate the term deposit Agreement before its expiry in accordance with the provisions of the Agreement. In the event of early termination of the term deposit Agreement, the Customer shall pay to the Bank a contractual penalty indicated in the term deposit Agreement, which shall be deducted from the due amount of term deposit. In case the term deposit is collateral of the Customer's liabilities towards the Bank, the Bank shall be entitled to refuse to repay the deposit before its expiry.
- 10.7. If any taxes or any other charges upon interests paid by the Bank to its Customer are stipulated under the applicable laws, the Bank shall be entitled to deduct such charges from the corresponding amount of interest and to pay to the Customer the remaining amount.
- 10.8. If any court has declared the Bank insolvent, its license has been annulled or there are any other conditions that gave the Financial and Capital Market Commission the reason to establish that the Bank cannot repay the term deposit, the Customer shall be entitled to the guaranteed compensation according to the provisions of the Deposit Guarantee Law.

11. Terms and Conditions of Opening and Servicing of Financial Instruments Account

- 11.1. A Financial Instruments account shall be opened for the Customer according to these Terms and Conditions and the Financial Instruments Account Opening and Servicing Agreement. The Bank shall open a Financial Instruments account for the Customer after the Customer has opened a Current Account at the Bank and has signed an Agreement on opening and servicing of financial instruments account. The Financial Instruments Account Opening and Servicing Agreement may be concluded electronically via Internet Bank.

12. Terms and Conditions of Cash Transactions

- 12.1. These terms and conditions do not apply to cash transactions made via the Bank's ATMs.
- 12.2. When paying out cash to the Customer, the Bank shall verify the identity of the Customer in accordance with Clause 1 of these Terms and Conditions.
- 12.3. The basis of cash withdrawal is a cash withdrawal check or a cash withdrawal Application or a cash payment order submitted to the Bank. In order to receive cash with a check, the beneficiary of the cash indicated in the cash check must submit it personally.
- 12.4. The Customer shall inform the Bank in advance about the withdrawal of an amount of cash exceeding the amount indicated in the Price List, as well as about the denominations of banknotes according to the procedure stated in the Price List.
- 12.5. If cash has been ordered, but not withdrawn, the Customer shall pay a commission fee indicated in the Bank's Price List.
- 12.6. Processing of coins, exchange of banknotes against banknotes of another denomination, as well as exchange of damaged banknotes is subject to commission fee according to the Price List.
- 12.7. Applications for cash payment into the account or for cash withdrawal from the account and a cash receipt issued by the Bank and bearing a signature and seal of the Bank's employee serving the Customer and confirming that the above mentioned transactions have been made shall serve as evidence that the cash has been paid into or withdrawn from the account.

- 12.8. In case of discovering any signs of counterfeit cash, the Bank shall deliver such cash submitted by the Customer to the police station.
- 12.9. Cash payment check shall be valid for submission to the Bank within 10 (ten) Banking Days from the date of issue indicated on the check.

13. Remuneration for Provision of Banking Services and Indemnification of Expenses

- 13.1. The Banking Services and the Banking Operations shall be chargeable services, payment for which may be defined as a commission fee, interest, etc. The amount of payment and its procedure shall be prescribed in the Price List effective at the time when the respective Banking Service or Banking Operation is provided, except for cases when the amount of payment and its procedure is stipulated in the Agreements signed between the Parties.
- 13.2. In case the Customer fails to pay the commission fee owing to the Bank for the provided service or service to be provided or the performed operation or operation to be performed, the Bank is entitled to terminate the transaction with the Customer without prior notice. In case a possibility to pay the commission fee at the Bank's homepage, using the payment form online by a payment card, is provided to the Customer, the distance contract is deemed concluded between the Customer and the Bank since the moment of performing the payment, and throughout the duration of the said contract, the commission fee payment received by the Bank is also deemed as the Customer's order for receiving the Customer's service order and consent for fulfilment of the distance contract. In case the Customer in the light of legislation and normative acts is deemed a consumer:
 - 13.2.1. the Bank provides to the Customer a possibility in 14 days to use the rights of unilateral termination of the distance contract (rights of cancellation) without providing a reason of cancellation and without paying a penalty, interest or loss compensation unless the Bank has started to perform or completely performed the order, for which the commission fee is applied;
 - 13.2.2. to use the rights of cancellation, the Customer shall inform the Bank on the decision to cancel the concluded contract, using the application for cancellation available on the Bank's homepage; the sample of application for cancellation constitutes an integral part of the information provided by the Bank on the cancellation rights;
 - 13.2.3. when performing the commission fee payment, the Customer shall be aware, agrees and confirms that pursuant to Section 22 of the CM Regulations No. 255 as of 20.05.2014 „Regulations regarding Distance Contracts”, the Customer will not be entitled to use the rights of cancellation since the moment when the Bank has completely fulfilled the distance contract, namely, when the Bank has completed performing the activities, for which the commission fee is applied;
 - 13.2.4. and after performing the payment, the Customer uses cancellation rights, the Bank does not pay to the Customer the amount, which with regards to fulfilment of the distance contract is proportional to the fulfilled part of the distance contract at the moment when the Customer informs the Bank on using the rights of cancellation.
- 13.3. The Customer can become acquainted with the Price List at the Bank's premises during working hours or on the Bank's home page, as well as receive the information electronically via Internet Bank.
- 13.4. For the Banking Services not included in the Price List, which have been necessary in order to fulfill the Customer's order, the Bank shall be entitled to state a corresponding and fair charge, unless there is any other agreement with the Customer. If the Bank and the Customer have agreed on the service to be provided and on the charge to be paid to the Bank for its provision already before the provision of the respective service, the Customer shall not be entitled to dispute the amount of this charge.
- 13.5. The Bank shall be entitled to deduct from the Customer's Account the respective amount of charge for provision of the Banking Services if the Bank has used the services of any third persons. Upon request of the Customer, the Bank shall issue an invoice.
- 13.6. The Customer shall indemnify the Bank for all expenses related to the activities necessary for the provision of the Banking Services and the Banking Operations, as well as any other costs, for example, duties, taxes, commissions of other banks, etc., which are not included in the Price List.
- 13.7. In the event of non-fulfillment or delay in fulfillment of liabilities of the Customer, the Bank shall be entitled to acquire at the Customer's expense all the information, documents and other evidence necessary for the fulfillment of orders of the Customer, for acquiring of information on the Customer, checking of information provided by the Customer, verifying, management or alienation of collateral offered by the Customer, as well as to acquire extracts from registers, certifications from institutions, insurance documents, evidence, etc. The Bank shall be entitled to

deduct all expenses of acquiring of such information from the Customer's accounts without a separate agreement with the Customer.

- 13.8. An entry on previously stated charges and indemnification of expenses shall be made in the Customer's Account.

14. Collateral of the Customer's Liabilities

14.1. Subject of Collateral

- 14.1.1. The Customer must take all the necessary measures in order to protect the Bank from responsibility for actions taken by the Bank on behalf of the Customer and, at the Bank's request must cover all losses, expenses and liabilities incurred by the Bank due to gross negligence, malicious intent or non-performance of liabilities by the Customer.
- 14.1.2. The Bank shall be entitled (provided that the Bank considers it necessary) to require collateral of the Customer's liabilities towards the Bank or (if the collateral of liabilities has already been submitted to the Bank) to request renewal of the initial amount of the collateral or increasing of the collateral in cases when the liabilities are conditional.
- 14.1.3. As of the moment of signing of the Current Account Opening and Servicing Agreement the Customer shall assign all his/her Financial Assets in any Accounts at the Bank and yield therefrom as a financial collateral to the Bank for the satisfaction of any of the Bank's claims arising from the agreements concluded between the Bank and the Customer, including the payment for the Banking Services provided by the Bank, as well as for expenses, costs, interest and losses of the Bank which might be due to the Bank.
- 14.1.4. Any property in possession, holding or use of the Bank shall be considered collateral of the Customer's liabilities towards the Bank until the moment of fulfillment of such liabilities. The Customer shall be obliged to take care of the maintenance of the subject of collateral, as well as for gaining of yield from it and for the provision of the respective data to the Bank according to its written request.

14.2. Alienation of the Subject of Collateral

- 14.2.1. If the Customer fails to fulfill or improperly fulfils his/her liabilities towards the Bank, the Bank shall be entitled to collect the debt from any of the above mentioned subjects of collateral, as well as other subjects and Financial Instruments (things and rights) offered by the Customer or available to the Bank, taking the possession of them, and to alienate or use them without a prior notice or separate warning to the Customer, unless the Parties have agreed otherwise.
- 14.2.2. The Bank shall be entitled to collect the debt from the subject of collateral also before expiry of the term of fulfillment of the secured liabilities, provided that the Customer fails to fulfill the Bank's claim to submit, renew or increase the collateral of the Customer's liabilities within the time or according to the procedure stated by the Bank.
- 14.2.3. By signing the Bank's operation document or issuing an order for the fulfillment of which the collateral is alienated the Customer shall commission the Bank to sell the respective subjects of collateral and Financial Instruments for a free price. In such an event (if the Bank uses the aforementioned rights assigned by the Customer collecting the debt from the subject of collateral or Financial Instruments (things or rights) without intermediation of a court and auction), the Bank shall act as the authorized person of the Customer. The Bank shall be entitled to choose the alienation procedure, as far as such a choice is not restricted by the laws and regulations of the Republic of Latvia and the European Union.
- 14.2.4. The income gained from alienation or use of collateral shall be distributed by the Bank according to the following sequence: firstly, for all expenses related to the storage, management and maintenance of the thing (things) to be alienated from the Customer, related to the publication of advertisements (if such are necessary), fees to experts (specialists) and alienation, expenditure related to execution orders of court decisions, legal procedures are covered; secondly, unpaid loan and delay interest due to the Bank from the Customer are covered; third, for payment of the principal amount; fourth, for payment of contractual penalties and other penalties and/or fulfillment of other liabilities towards the Bank arising from delay in fulfillment and/or non-fulfillment of Customer's liabilities (contractual penalty, payment of earnest money). After alienation of the subject of collateral or use of rights and distribution of income, the remaining money resources shall be returned by the Bank to the Customer informing him/her about it within 5 (five) Banking Days. In the event the Customer, his/her legal successors or heirs cannot be found, these money resources shall be stored at the Bank.
- 14.2.5. The Bank shall be entitled to receive and use the yield from the subject of collateral if the Customer fails to fulfill his/her liabilities.

15. Prevention of Money Laundering and Terrorism Financing

- 15.1. In order to prevent Money Laundering and Terrorism Financing the Bank shall be entitled to:
 - 15.1.1. Require from the Customer and the Real Benefit Recipient any information on the Customer and the Real Benefit Recipient, as well as on the personal and economic activities of the Customer and the Real Benefit Recipient;
 - 15.1.2. Find out information identifying the Real Benefit Recipient and, for legal entities, also the members structure of the respective legal entity and the way how the Real Benefit Recipient controls the respective legal entity;
 - 15.1.3. Acquire information on the purpose and the expected nature of the transaction;
 - 15.1.4. Monitor transactions and acquire information and documents on Banking Operations carried out in the Account, copies of the Agreement and other documents on the basis of which the Payment Orders are executed and money is received in the Account at the Bank indicated in the Payment Orders, documents justifying payments of money into and from the Account, as well as other documents and information the Bank considers necessary for the above mentioned purposes;
 - 15.1.5. Analyze the documents submitted by the Customer and to store and regularly update the data and the information.
- 15.2. In the event the Customer has not submitted the requested information and documents within the term stated by the Bank or the Bank suspects that the submitted documents do not comply with the actual circumstances, or that the transaction is subjected to the sanctions of organisations of the European Union, USA and/or other countries, or that the Money Laundering and Terrorism Financing is carried out, the Bank shall be entitled:
 - 15.2.1. To fully or partially refuse to provide the Banking Service and make the Banking Operation;
 - 15.2.2. To inform the Customer about the refusal to carry out the transaction and about submission of the respective information to the Financial Intelligence Unit;
 - 15.2.3. To terminate business relationships with the Customer and to request the Customer to fulfill his/her obligations before the actual term of their fulfilment.
- 15.3. According to the provisions of the Criminal Law of the Republic of Latvia, the Customer shall bear criminal liability for the intentional provision of false data regarding the ownership of money resources.
- 15.4. If there are any circumstances connected with the Customer which the Bank is obliged to report to the Financial Intelligence Unit in accordance with the requirements of the Law on Prevention of Money Laundering and Terrorism Financing, the Bank shall be entitled to abstain from making any transactions, including any Payment Orders of the Customer. The Bank shall be entitled to inform the Customer solely on the refusal and on the fact that the information has been given to the Financial Intelligence Unit.
- 15.5. According to the regulations and recommendations of the Supervisory Authority, before starting cooperation with the Customer, the Bank shall request the Customer to provide information on the Banking Services and the Banking Operations which it plans to make with the help of the Bank, their types, amount, as well as other information necessary for commencement and assessment of such cooperation. For this purpose, the Bank has prepared a questionnaire which must be completed and submitted by the Customer to the Bank before the actual commencement of cooperation.
- 15.6. The Customer shall be responsible for the truthfulness and authenticity of the information provided in the questionnaire. When assessing and organizing cooperation with the Customer, the Bank shall take into account the information provided in the questionnaire.
- 15.7. The Customer shall be obliged to immediately renew or supplement information in the questionnaire upon request of the Bank.
- 15.8. The Bank shall be entitled to refuse to provide the Banking Services and to make transactions if the instructions of the Customer stated in the Application or Payment Order significantly differ from the information indicated in the questionnaire or if the amounts of transfers exceed the limits stated in the questionnaire.
- 15.9. The Customer shall be obliged to submit the information and documents requested by the Bank proving the truthfulness of the information provided. (Paragraphs 15.1.1-15.1.4)
- 15.10. In the case business relationships with the Customer are terminated on the basis of the provisions of the Law on the Prevention of Money Laundering and Terrorism Financing, the Bank shall, in accordance with the Customer's instructions, unless it contradicts the requirements of the laws and regulations of the Republic of Latvia, transfer the Customer's Financial Assets to the Customer's account at another bank or to an account from which these Financial Assets were received.

16. Clearing and Cession. Detention Rights

- 16.1. The Bank shall be entitled to use the balance of any Account of the Customer, as well as any other Customer's claim against the Bank, in order to clear the Customer's liabilities towards the Bank without a separate agreement with the Customer or consent of the Customer. The Customer shall be entitled to submit his/her counterclaim on the clearing of the Bank only in cases if such claims of the Customer are undisputable and admitted as enforceable by the court. In order to clear Customer's claims, only the Bank's claims in the same currency may be used, or in the event the Bank agrees, claims in another currency may be used converting the money at the Customer's expense according to the respective currency exchange rate fixed by the Bank.
- 16.2. The Bank shall be entitled to fully or partially hand over its rights of claim towards the Customer to third persons. The Customer shall be entitled to transfer his/her rights of claim towards the Bank to third persons only with a written consent of the Bank.
- 16.3. The Parties hereby agree that after conclusion of a respective Agreement, the Bank shall be entitled to ensure its rights of claim towards the Customer by exercising its detention rights to any Customer's property which has been legally handed over for the possession, holding or use of the Bank as far as it is necessary for ensuring of the Customer's liabilities towards the Bank.
- 16.4. Detention rights shall also apply to income from the subject of detention.
- 16.5. Detention rights shall secure all claims of the Bank towards the Customer arising from legal relationships between the Bank and the Customer even in the event the claim is conditional, limited in time or the respective moment for its execution has not yet come.

17. Withdrawal from the Terms and Regulations and Termination of Contractual Relations

- 17.1. The Customer shall be entitled to unilaterally terminate all mutual contractual relations submitting a written application on termination of contractual relations to the Bank not later than within 30 (thirty) calendar days before the day of termination of contractual relations unless other Agreements signed with the Bank stipulate for another procedure regarding termination of contractual relations between the Parties.
- 17.2. The Bank shall be entitled to unilaterally terminate contractual relations between the Parties by sending to the Customer notification about termination of contractual relations not later than 60 (sixty) calendar days prior the day of contractual relations termination, unless other agreements concluded with Customer of contractual relations termination between Parties prescribe otherwise.
- 17.3. The Bank shall be entitled to unilaterally and without a prior written notice to the Customer, and without following the pre-defined prior notification time limits, terminate any contractual relations with the Customer in the following cases:
 - 17.3.1. In the event the Customer violates these Terms and Conditions or the certifications provided by the Customer to the Bank are false;
 - 17.3.2. In the event there are suspicions that a person who is not identified or properly authorized is acting on behalf of the Customer;
 - 17.3.3. In the event there are suspicions that the Customer might be connected with money laundering, terrorism financing or attempted laundering;
 - 17.3.4. In the event the Customer takes a legally punishable, dishonest or unethical action or the Bank has a justified reason to consider further cooperation with the Customer as harmful for the honour, respect or reputation of the Bank;
 - 17.3.5. In any other cases provided for in these Terms and Conditions and in Agreements signed between the Parties.
- 17.4. The Bank shall be entitled to, without following the pre-defined prior notification time limits, terminate business relationships and any contractual relationships with the Customer without indemnifying any losses to the Customer in the event the Customer provides false, imprecise or incomplete data about him/herself or his/her material status or also in the event the Customer has failed to fulfill a justified request of the Bank to submit or increase the collateral of Customer's liabilities within the term or in accordance with the procedure stated by the Bank, as well as in other cases mentioned in the agreement between the Parties.

18. Rights of Action in Case of Customer's Death

- 18.1. Upon receipt of information on the death of a Customer, the Bank shall block all the Customer's Accounts and stop making of any transactions on behalf of the Customer. In the event a trustee of the estate has not been appointed for the estate of the Customer, in exceptional cases, the Bank shall be entitled to pay to the Customer's spouse or first order heir up to five minimum salaries in

the amount stipulated in the laws and regulations of the Republic of Latvia, but no more than 25% of the Customer's funds. In order to receive the above mentioned amount of money, the Customer's spouse or first order heir must submit to the Bank a respective application and documents certifying the death of the Customer and marriage/kinship with the Customer.

19. Inheritance

- 19.1. If rights of inheritance of the heir of the Customer have been approved, he/she must submit/present to the Bank documents confirming his/her rights to the inheritance left by the Customer and complying in form and contents to the requirements of the laws and regulations, as well as personal identification documents:
 - 19.1.1. In the event there are several heirs of the Customer, a document on the division of the inheritance complying with the procedure prescribed in the laws and regulations shall be submitted to the Bank.
 - 19.1.2. The Bank conclude identical new agreements with heir in the event heir inherited the Customer liabilities in the Bank.
 - 19.1.3. In the event the heir decides to terminate the Agreements with the Bank concluded by the deceased Customer, before termination of these Agreements the heir is obliged to settle all the debts and fulfill all liabilities of the Customer.

20. Data protection and Confidentiality

- 20.1. Any information on the Banking services and Banking Operations provided to the Customer in the Bank, as well as information provided to the Bank by the Customer shall be considered confidential, except for the following cases:
 - 20.1.1. In the event the Bank has suspicions or information about the Customer's violations of the laws (criminal offences) and the Bank transfers such information to the law enforcement institutions according to the procedure provided for in the laws and regulations of the Republic of Latvia and the European Union;
 - 20.1.2. Information on the existing debts of the Customer, their scope, basis and reinforcement of obligations rights, one or several, which is disclosed to the Credit Register or other registers of the Bank of Latvia, or for the purposes of debt collection;
 - 20.1.3. Information which is publicly available;
 - 20.1.4. Information which is given to cessionaries provided that the rights of claim will be assigned.
- 20.2. The Customer and/or his/her representative hereby agrees that the Bank shall be entitled to process the data of the Customer or his/her representative. The purpose and the justification of processing of personal data shall be the use of data for the provision of the Banking Services and for ensuring of operation of the Bank. The Bank shall be entitled to require and process the data of the Customer or his/her representative received from third persons, as well as from State and municipal authorities and personal data processing systems.
- 20.3. According to these Terms and Conditions, the Customer has been informed that the data of individuals and legal entities available to the Bank may be disclosed to third persons who provide services to the Bank or who represent the interests of the Bank in order to ensure the provision of financial services mentioned in these Terms and Conditions, as well as to competent authorities of the European Union and other countries thus enabling them to perform their functions as regards fight against Money Laundering and Terrorism Financing, and to public and non-governmental institutions, if necessary pursuant to the Agreement between the Government of the United States of America and the Government of the Republic of Latvia to Improve International Tax Compliance and to Implement the Foreign Account Tax Compliance Act (FATCA).
- 20.4. The Bank shall provide information on the Customer according to the laws and regulations of the Republic of Latvia and the European Union.
- 20.5. The Customer hereby agrees that the Bank shall be entitled to transfer information on the Customer's data to third persons only according to the procedure and for the purposes indicated in these Terms and Conditions.
- 20.6. The Bank shall be entitled to disclose the contents of the Agreement and the information obtained according to the Agreement to shareholders of the Bank, as well as to third persons, with whom the Bank has signed agreements on partnership cessions or any other agreements, according to which the business partner of the Bank who is a third person has undertaken to observe the same confidentiality provisions as regards the information on the Customer as the Bank itself.
- 20.7. User code, password and Digipass with confirmation codes shall be confidential information, which both the Customer and the Bank undertakes to withhold and to avoid the possibility that it is available to any third persons. If confidential information has become available or could have

become available to any third persons, the Customer shall warn the Bank immediately using the Remote Connection Devices or by telephone using telephone identification password, and the Bank shall block the user's rights as soon as possible; these rights may be renewed when the Customer is given new identification codes or when a written request is received from the Customer to cancel blocking of the user's rights.

21. Liabilities of the Parties. Liability Excluding and Limiting Conditions

- 21.1. The Bank shall be obliged to fulfill the orders of the Customer with due diligence and to protect the interests of the Customer as far as it is possible for the Bank and as far as the Bank is obliged to do it. The Bank shall not be responsible for any indirect losses (e.g. loss of profit, etc.).
- 21.2. The Bank will compensate losses to the Customer refunding the sum of unauthorized payment or renewing the statement of the Customer account from which the amount was debited, in case the Customer, immediately informed the Bank as soon as he/she has known about unauthorized or erroneously made Payment Order, but not later than within 13 (thirteen) months.
- 21.3. The Bank and the Customer shall not be held liable for full or partial non-fulfillment of the liabilities provided that such non-fulfillment has occurred due to circumstances beyond the control of the Bank (*force majeure*), including, but not limited to terrorism, military operations, fires, explosions, civil riots, strikes, natural disasters and nature elements, bills issued by the state institutions, illegal activities of third persons, damages, disturbances or errors of computers or other communications, non-fulfillment of duties of transfer processing centre, errors or differences in time zones, fluctuations of currency exchange rates and due to other circumstances, which are beyond the will and control of the Bank.
- 21.4. When using means of communication, the Bank shall not be held liable for losses incurred due to disorders in the use of post, facsimile, electronic or other means of communication, as well as of technical equipment, which ensure the provision and fulfillment of the respective financial services.
- 21.5. The Bank shall not be held liable for delays in transfers, loss of Payment Orders, transmission errors or disorders incurred due to lack of communication equipment or its shortcomings, which are beyond the will and control of the Bank.
- 21.6. The Bank shall not be held liable for the services provided by any third persons with the intermediation of the Bank.
- 21.7. The Bank shall not be held liable for the losses occurred due to the risks related to the fluctuations of the exchange rate, changes in the price of securities or devaluation of the Financial Assets placed at the Bank.
- 21.8. The Bank shall not be liable for the Customer's losses incurred due to the Bank exercising the rights stipulated in the Terms and Conditions, Agreements concluded with the Customer or the laws and regulations, or due to the Bank fulfilling its obligations.

22. Handling of Customer's Complaints, Objections and Claims

- 22.1. The Customer shall be entitled to submit to the Bank any questions, recommendations and claims in person or in written form or by using Remote connection devices. The claims shall be reviewed within 30 (thirty) Banking Days from the day of receipt. The Customer shall be informed about the result of the review in a written form, in person or by using Remote Connection Devices (phone, e-mail or fax) at his/her own choice. The Bank shall be entitled to extend the term of review of such questions, recommendations and claims by 5 (five) Banking Days warning the Customer about it using the means of communication chosen by the Customer.
- 22.2. The Customer shall be obliged to follow the registration of his/her Banking Operations in his/her Accounts and to check whether it complies with the actually made Banking Operations at least once a month.
- 22.3. The Customer shall be entitled to submit written complaints on the Banking Operation registered in the Accounts of the Customer not later than within 60 (sixty) calendar days from the moment of making of the respective Banking Operation unless Law, Regulations, Agreements concluded between the Parties prescribe other term. Complaints submitted later are not considered. In the event Bank did not receive complaints within the time limits shall be deemed to be implied consent.
- 22.4. The Customer's complaints regarding cash payments from the Account at the Bank, including the amount of money which has been paid out, authenticity or quality of banknotes and other transactions, are reviewed only if they are expressed during the respective transaction is made and in the presence of the employee of the Bank who processes the transaction. Any complaints

- submitted later are not revised. In the event no objections are raised within the stated term, it shall be considered a silent consent.
- 22.5. The Customer shall be obliged to immediately inform the Bank about the fact that the Customer has not received any transfers, shipments or necessary confirmation that the application, Payment Order, etc. has been processed. The Bank does not accept objections regarding cash payments which are confirmed by a signature of the Customer or his/her representative on the Payment Order.
- 22.6. The Customer shall be entitled to submit written complaints to the Ombudsman of the Association of Commercial Banks of Latvia located in 8A Doma laukums, Riga, LV-1050, Internet home page www.lka.org.lv/lv/ombuds.
- 22.7. The Customer-Consumer has the right to submit his claim to the Customer Rights Protection Centre at 55 Brivibas Street, Riga, LV-1010, or on the Internet home page at www.ptac.gov.lv. The process of submission, handling of claims and appellation is established according to the Customer Protection Law and Law on Payment Services and Electronic Money.
- 22.8. The Customer who is not a Consumer shall be entitled submit his claim to the Supervisory Authority according to the Law on Payment Services and Electronic Money.
- 22.9. Regardless of whether the Customer submitted a claim to the ombudsman of the Association of Latvian Commercial Banks earlier, he shall be entitled to submit a claim to a Latvian court or the court of arbitration of the Association of Latvian Commercial Banks.

23. Disputes

- 23.1. All disagreements which might arise between the Parties in the process of preparation or execution of these Terms and Conditions and the Agreements, shall be settled by way of negotiation. If no agreement is reached, the dispute shall be settled at the claimant's choice in the court of the Republic of Latvia or the Court of Arbitration of the Association of Commercial Banks of Latvia according to the Articles of Association of this Court of Arbitration and to the Regulations on the Expenses of the Court of Arbitration of the Association of Commercial Banks of Latvia. The terms and conditions of this document shall be considered as included in this paragraph. The judgment of the Court of Arbitration shall be final, cannot be appealed and shall be binding to the Parties. The number of arbitrators shall be one. The language used in the Court of Arbitration shall be Latvian. The Parties shall commission the Chairman of the Court of Arbitration of the Association of Commercial Banks of Latvia to appoint the arbitrator.

24. Other Provisions

- 24.1. The premises of the Bank shall be considered the place of fulfillment of mutual transactions between the Bank and the Customer.
- 24.2. The Bank shall be liable for activities of its employees during the Bank's working hours to the extent that they are performing their work duties and fulfilling instructions given by the management of the Bank.
- 24.3. The Bank shall be entitled to refuse to provide services to the Customer if the Customer is under intoxication of alcohol, drugs or toxic substances and in other cases when the Customer is unaware of his/her actions, as well as in cases when the Customer's behavior is improper and disturbs the work of the Bank.
- 24.4. Legal relations between the Bank and the Customer shall be subject to the laws and regulations of the Republic of Latvia and the European Union.
- 24.5. In case of disputes, disagreements or claims on linguistic issues or interpretation, the governing document shall be these Terms and Conditions, other effective regulations of the Bank, the Latvian text of the respective terms and conditions of Banking Services and Banking Operations, the law doctrine and court practice of the Republic of Latvia. In the event the above mentioned or any other documents of the Bank are available in different languages, the governing text shall be the Latvian text, while the texts in other languages shall be considered only a translation of the Latvian text.
- 24.6. The Bank has the right to make amendments to these Terms and Conditions, the Price List, as well as to terms of separate services provided by the Bank, informing the Customer at least two months prior to the date when such amendments take effect, unless other period is determined in the service agreements signed by the Bank and the Customer or in laws and regulations. The Customer shall be informed of such amendments at the premises of the Bank during its working hours or on the Bank's homepage, as well as electronically through the Remote Communication Devices. If the Customer does not agree with the amendments, he has the right at any time before the date when respective amendments take effect and without incurring any penalties to terminate

- using of the respective service of the Bank, notifying the Bank to that effect. If the Customer does not submit a notification to the Bank before the date when the amendments take effect, it will mean that the Customer fully agrees with the amendments.
- 24.7. Each provision of the Terms and Conditions shall be interpreted as separately effective, however, in the event any provision of the Terms and Conditions or its part becomes illegal or loses its force due to amendments to the laws and regulations of the Republic of Latvia and/or the European Union, the respective provision of the Terms and Conditions or its part shall be invalid only within the scope of the above mentioned prohibition and it shall not influence the binding validity of other provisions of the Terms and Conditions.
- 24.8. Headings in the Terms and Conditions are included solely for purposes of clearness and convenience; they shall not be used for interpretation of the text or meaning of the Terms and Conditions.
- 24.9. The present Terms and Conditions shall be binding and apply not only to the Customer, but also to any legal successor of the Customer irrespective of changes in the Customer's personnel or change of the Customer's authorized persons.

25. By starting to use any of the Bank's services, the Customer confirms the following:

- 25.1. The Customer has full legal capacity necessary for receiving of the Banking Services and for performing and terminating of the Banking Operations;
- 25.2. The Customer has all the rights, permits, licenses and authorizations necessary for receiving of the Banking Services and performing and terminating of the Banking Operations;
- 25.3. Receiving of the Banking Services and performance of the Banking Operations and all its consequences shall be binding to the Customer and shall not violate the laws and regulations of the Republic of Latvia and the European Union;
- 25.4. The Customer is not a Shell Bank;
- 25.5. The Customer is the Real Benefit Recipient of the Financial Assets, unless the Customer has submitted to the Bank written data on a third person who is the Real Benefit Recipient of the Financial Assets;
- 25.6. All information provided by the Customer to the Bank, including information on his/her Real Benefit Recipient, personal or economic activities, financial condition, place of residence and other information is complete, true and is not deceptive. All documents and notices which the Customer submits (hands over for storage) to the Bank are true and valid;
- 25.7. The Customer has not directly or indirectly influenced the Bank's employees and has not directly or indirectly offered, promised or provided any things, rights or advantages to the Bank's employees in order to make them act or abstain from action thus violating their duties;
- 25.8. The Customer does not perform terrorism financing, laundering of proceeds from criminal activity and the Customer's Financial Assets held in the Bank have not been acquired illegally and are not of legal origin;
- 25.9. The Customer will not use the Banking Services provided by the Bank for any illegal purposes, including for Money Laundering and Terrorism Financing;
- 25.10. The Customer is informed and fully aware of the obligations stipulated in these Terms and Conditions, in the Price List and other documents of the Bank, which regulate the relationships between the Bank and Customer about which the Bank has informed the Customer or with which the Customer has to become acquainted.
- 25.11. Within the term stated by the Bank, the Customer without any objections shall submit (hand over for storage) the information (documents) required by the Bank on identification, origin of resources, the Real Benefit Recipient, transactions made, business activities, personal activities, financial condition, changes in the submitted information (documents), as well as any other information (documents) which the Bank considers necessary in accordance with the requirements of the laws and regulations of the Republic of Latvia, the European Union and other requirements of binding international laws and regulations and agreements.
- 25.12. The Customer hereby agrees that his/her data are processed by the Bank according to the terms and conditions of the Personal Data Protection Law of the Republic of Latvia.
- 25.13. The Customer hereby confirms that he/she is informed and agrees that there may be television surveillance in the Bank's premises when the Customer is present there.
- 25.14. The Customer has considered and discussed with the Bank each provision of the Terms and Conditions separately, understands them and undertakes to observe them.