

Signet Bank AS

General Business Terms and Conditions

Terminology Used in the Terms and Conditions.

Means of Authorisation –	personal signature of the Client or their representative; Electronic Signature; codes issued by the Bank (PIN code, etc.), Password; secure electronic signature within the meaning of the Laws and Regulations, and/or other means determined by the Bank, which are used to confirm that the relevant Client's order has been given by the Client.
Reference Interest Rate –	the interest rate used for the calculation of the interest applicable to the provision of the Payment Services and which may be verified by the Parties via a publicly available source.
The Bank –	Signet Bank AS, registration number 40003043232, registered office: Antonijas 3, Riga, LV-1010.
Banking Business Day –	a day during the Bank's business hours on which the Bank performs activities necessary for the execution of the Bank's operations. The Bank has the right to set different working hours of the business day depending on the type of the Bank's operation. Unless otherwise provided in the Terms and Conditions, the Tariffs and/or the Agreements, a Banking Business Day shall be deemed to be any day other than a Saturday, Sunday, public holiday and any other holiday recognised as such under the Laws and Regulations. Information on specific opening hours may be available on the Bank's website, Internet Bank and Client Service Facilities.
Website of the Bank –	website of the Bank on the internet www.signetbank.com .
Banking Operations –	any financial services within the meaning of the Laws and Regulations, incl. Payment Services, investment services and ancillary investment services provided by the Bank to the Client in accordance with the Terms and Conditions, the Tariffs and the Agreements.
Banking Services –	any services, other than Banking Operations, provided by the Bank in accordance with the Terms and Conditions, the Tariffs and/or the Agreements.
Business Client –	a Client that is a legal entity or a legal arrangement.
Transaction –	the establishment, performance, amendment and termination of legal relations between the Client and the Bank in connection with the performance of Banking Operations and the receipt of Banking Services.
Digipass –	Electronic Signature generation device or mobile application.

Electronic Signature –	a combination of Digipass-generated digits which is used for Digipass user authorisation.
Internet Bank –	the Bank's remote payment service system designed for the exchange of information between the Client and the Bank, for the management of Accounts and for the submission of the Client's orders to the Bank using devices with an Internet connection.
Client –	a Private Client or a Business Client or an association of such persons who have a Transaction relationship with the Bank.
Client Order –	an instruction given by the Client to the Bank to perform a certain type of Banking Operation and/or to provide a certain type of Banking Service (incl. Payment Order).
Commission Fee –	the fee specified in the Tariffs, charged by the Bank for the Banking Operations and/or provided Banking Services. The Commission Fee may also be included in the relevant Agreements or other documents binding on the Client.
Agreement –	the agreement between the Client and the Bank on the execution of a Transaction, including all amendments, supplements and annexes thereto.
RoL –	Republic of Latvia.
Payment Instrument –	any personalised device or set of procedures agreed between the Payment Service User and the Payment Service Provider and used by the Payment Service User to initiate a Payment.
Payment Order –	An instruction given by the Payer or the Beneficiary to its Payment Service Provider to execute a Payment in accordance with the Terms and Conditions and/or the relevant Agreement.
Payment –	an action initiated by the Payer or the Beneficiary, the purpose of which is to transfer money, make a money transfer (remittance), or withdraw money and which is independent of the obligations underlying the legal relationship of the Payer or the Beneficiary.
Payment Service –	a service defined as such in the Laws and Regulations.
Payer –	a Client who has an account with the Bank and authorises a Payment to be made from that account with the Bank and/or who gives a Payment Order if they do not have an account with the Bank.

Payment Service User –	a natural or legal person who uses a Payment Service as a Payer and/or a Beneficiary.
Payment Service Provider –	a Payment Service Provider which has been defined as such by the Laws and Regulations (including the Bank).
Minimum Balance –	the minimum value in monetary terms of the total assets held in all the Client's accounts with the Bank, specified in the Tariffs, which the Client is obliged to maintain throughout the entire duration of the business relationship with the Bank.
Laws and Regulations –	the minimum value in monetary terms of the total assets held in all the Client's accounts with the Bank, specified in the Tariffs, which the Client is obliged to maintain throughout the entire duration of the business relationship with the Bank.
Money Laundering –	<p>the conversion of criminal proceeds into other forms of value, changing the location or ownership of funds, knowing that they are the proceeds of crime, with the aim of concealing or disguising the criminal origin of the funds or helping another person involved in the commission of a criminal offence to evade legal responsibility;</p> <p>concealing or disguising the true nature, origin, location, placement, movement, ownership of the proceeds of crime, knowing that the proceeds of crime have been obtained;</p> <p>acquiring or disposing of the property, possession or use of the proceeds of crime of another person, knowing that the proceeds of crime have been acquired.</p>
Terms and Conditions –	these General Business Terms and Conditions of the Bank.
Durable Medium –	any instrument which enables the user to store information addressed to them personally in such a way as to ensure the availability and use of the information in an unaltered form for the period of time necessary for the provision of the information.
Password –	the password specified by the Client in the application for opening a current account, which is used to authorise the Client's orders made by telephone.
Consumer –	a Client who is deemed to be a consumer under the Laws and Regulations.
Beneficial Owner –	<p>the natural person who is the owner of the Business Client or who controls the Business Client or in whose name, for whose benefit, or in whose interest a business relationship is established or a transaction of a casual nature is carried out, and is at least:</p> <p>a) in the case of legal entities, the natural person who</p>

	directly or indirectly holds more than 25 per cent of the capital or voting shares of the legal entity, or who exercises a direct or indirect control over this legal entity;
	b) in the case of a legal arrangement, the natural person who owns, or in whose interest a legal arrangement has been established or operates, or who exercises a direct or indirect control over it, including being a founder, authorised person, or supervisor (manager) of such an arrangement.
Representative –	a natural person who, on the basis of laws and regulations or a power of attorney, has the right to represent the Client in relations with the Bank within the scope of execution of Transactions.
Private Client –	a Client who is a natural person.
Proliferation –	the manufacture, storage, transfer, use or distribution of weapons of mass destruction.
Proliferation Financing –	direct or indirect collection or transfer of any financial funds or other property with the intent to use, or knowing that it will be used, in whole or in part, to finance Proliferation.
Parties –	the Bank and the Client/Payer/Beneficiary, both together.
Beneficiary –	a natural person or a legal entity who is the intended recipient of the transferred (remitted) funds.
Standard Currency Exchange Rate –	the exchange rate used to calculate the currency conversion notified by the Payment Service Provider to the Payment Service User or obtainable through a publicly available source.
Tarifi –	the tariffs for the Banking Operations and the Banking Services in force at the time of provision of the Banking Services, approved by the Bank.
Terrorist Financing –	direct or indirect collection or transfer of financial funds or other property obtained in any way, with the intention or knowledge that it will be used, in whole or in part, to carry out one or more of the following activities:

terrorism;

the acts referred to in [Article 1](#) of the Convention for the Suppression of Unlawful Seizure of Aircraft;

the acts referred to in [Article 3](#) of the Convention for the Suppression of Unlawful Acts Against the Safety of Maritime Navigation of 10 March 1988;

the acts referred to in [Article 1](#) of the International Convention Against the Taking of Hostages;

the acts referred to in [Article 2](#) of the International Convention for the Suppression of Terrorist Bombings.

the acts referred to in [Article 7](#) of the Convention on Physical Protection of Nuclear Material;

the acts referred to in [Article 1](#) of the Convention on Suppression of Illegal Acts against the Safety of the Civil Aviation;

the acts referred to in [Article 2](#) of the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementing Convention on Suppression of Unlawful Acts against the Safety of Civil Aviation;

the acts referred to in [Article 2](#) of the Convention on the Prevention and Punishment of Crimes against Internationally Protected Persons;

the acts referred to in [Article 2](#) of the Protocol of 10 March 1988 for the Suppression of Unlawful Acts against the Safety of Fixed Platforms Located on the Continental Shelf;

travel for terrorist purposes;

involvement in, organisation, or direction of a terrorist group;

recruiting, training, or instructing a person to commit terrorism.

Terrorist financing includes the direct or indirect collection or making available of funds or property obtained in any way, whether directly or indirectly, to a terrorist group or an individual terrorist.

1. Preamble.

- 1.1. These Terms and Conditions shall govern the relationship between the Bank and the Client related to the conclusion, execution and termination of Transactions, unless otherwise provided in the Transaction Documents concluded between the Bank and the Client.
- 1.2. The Client shall be entitled to request from the Bank only the provision of services which are specified in the Tariffs or the Transaction Documents or which have been mutually agreed between the Bank and the Client in compliance with the requirements of the Legislation.
- 1.3. The Terms and Conditions shall apply to and be binding for all transactions initiated between the Bank and the Client and shall form an integral part thereof even if any provision of the Terms and Conditions is not included in the Transaction Document entered into with the Client. The Terms and Conditions are a general document governing the relationship between the Bank and the Client, which sets out the basic terms and conditions of Transactions. In addition to the Terms and Conditions, the special terms and conditions of Transactions shall be determined by the Bank's regulatory documents and the Agreements.
- 1.4. The Client has the right to receive from the Bank, and the Bank is obliged to provide to the Client, full and accurate information about the potential risks that the Client may face when executing Transactions.
- 1.5. Any part of the Terms and Conditions shall be separate, valid and binding on the Bank and the Client. If any part of the Terms and Conditions (clauses, paragraphs) becomes inconsistent with the Laws and Regulations or becomes invalid, this shall not affect the validity of the remaining part of the Terms and Conditions. The Terms and Conditions shall be binding on the Client's successors and assigns. In the event of linguistic or interpretative disputes, arguments, disagreements or claims, the text of the Terms and Conditions in the Latvian language shall prevail.

2. Operations with the Client's account with the Bank.

2.1. Opening a Client Account.

- 2.1.1. The Bank shall open an account for the Client on the basis of the Agreement. Client accounts with the Bank are multi-currency accounts. The Client's financial instruments account with the Bank shall record financial instruments owned by the Client. The Bank has the right to set a minimum balance of the Client's account with the Bank. The Client is obliged to maintain the specified minimum balance in the Client's account with the Bank.
- 2.1.2. The Bank shall have the right to verify the Bank's recorded transactions and to correct the Client's account balance at any time without prior notice to the Client if the verification reveals any errors.
- 2.1.3. The Bank has the right to refuse the Client to open an account. The Bank is not obliged to explain to the Client the reason for the refusal.

2.2. Use of Client Account.

- 2.2.1.A Private Client Account shall be handled by the Private Client or their Representative.
- 2.2.2. The Business Client's account with the Bank shall be handled by the Representative. The Bank shall be entitled to extend the Representative's representation rights to all accounts of the relevant Client with the Bank, unless otherwise provided in the Agreement or otherwise instructed by the Client in writing to the Bank.
- 2.2.3. The Bank shall perform Banking Operations and/or provide Banking Services only if the documents submitted by the Client for opening an account with the Bank

have been reviewed and the Bank has agreed to establish a Business Relationship with the Client.

2.2.4. The Client assumes all responsibility for the Client's Orders and for the completeness and accuracy of the Client's Orders.

2.2.5. Contributions to the Client's account with the Bank and transfers to the Client's account with the Bank made as a result of the Bank's error, clerical error, unlawful act of third parties or made due to lack of other legal grounds may be refunded by the Bank by making a correction entry in the Client's account with the Bank without a separate notification to the Client. If there is insufficient money in the Client's account with the Bank or if operations with the Client's account with the Bank or money in it are restricted, the Client shall be obliged to repay to the Bank the amount of money received and not reimbursed without a legal basis, and the Bank shall have the right to debit the required amount from other Client's accounts with the Bank without prior agreement with the Client.

2.3. Currency Conversion Transactions via the Client Account with the Bank.

2.3.1. The Client may enter into Transactions with the Bank to convert the currency of the funds in the Account by agreeing on the specific terms thereof. The identification of the Client and the agreement of the terms of a particular Transaction shall be made by telephone or other means of communication in accordance with the terms of the relevant Agreements.

2.3.2. When entering into a non-cash currency conversion transaction, the Client must ensure the required amount of funds in the Client's account with the Bank. If the Client refuses a currency conversion transaction or fails to provide sufficient funds in the Client's account with the Bank, the Bank shall be entitled to debit the Client's account with the Bank to cover any losses incurred as a result of exchange rate fluctuations.

2.3.3. The Bank shall be entitled to make an audio recording of any conversation between a Bank employee and a Client. If the currency conversion transaction is concluded by telephone, the audio recording of the conversation shall be considered as confirmation of the concluded currency conversion transaction.

2.3.4. In case of payment card payments, the Bank shall convert the currency of the Transaction into the currency of the payment card account by applying the exchange rates of international payment card organisations, the Bank's mark-up and/or the Bank's currency conversion rates.

2.4. Use of the Client's Financial Instruments Account with the Bank.

2.4.1. The Client's financial instruments account with the Bank is used for the safekeeping and accounting of financial instruments, the closing of financial instruments Transactions, as well as settlement of financial instruments.

2.4.2. The Client may enter into Transactions in financial instruments by submitting a Client's Order specifying all the terms of the Transaction. The Client may submit a Client's Order to execute Transactions in Financial Instruments in accordance with the procedures set out in the relevant Agreement.

2.4.3. The Client's Order for a Transaction in financial instruments shall also be deemed to be the Client's order in respect of the Client's accounts with the Bank under the Transaction.

2.4.4. When entering into Transactions with financial instruments, the Client must ensure that the Client's accounts with the Bank contain the required amount of financial instruments and funds.

2.5. Client Account Statement.

2.5.1. The Client has the right to receive a statement of the Client's Account for a specified period of time. The Client's Account statement shall be drawn up in accordance with the procedure established by the Bank and the Laws and

Regulations.

- 2.5.2. The Bank may, at the Client's request, issue to the Client a statement of the status of the Client's Account for any period of time specified by the Client, subject to a fee in accordance with the Tariffs.

2.6. Closing a Client Account.

- 2.6.1. The Bank shall have the right to close the Client's Account upon receipt of the Client's order to close the Client's Account, as well as in other cases specified in the Terms and Conditions, the Tariffs and/or the relevant Agreement.
- 2.6.2. The Bank has the right to close the Client's Account. The Bank is not obliged to explain to the Client the reason for closing the account.
- 2.6.3. The Bank has the right to close the Client's Account without notifying the Client if the Client has not operated the Client's account for a period longer than the period specified in the Tariffs/Agreement, the Client's Account balance is less than the balance specified in the Tariffs or the Client does not maintain the Minimum Balance.
- 2.6.4. The Bank shall be entitled to close the Client's accounts, not to perform any Banking Operations and refuse to provide any Banking Services to the Client or any person related to the Client (incl. Representative, Beneficial Owner, Employee, a person who has a direct or indirect interest in the Client's share capital or is otherwise related to the Client), if the Client or a person related to the Client commits or has committed, in the Bank's sole discretion, a legally punishable, unfair or unethical act, compromised the Bank in any way, committed an offensive, insulting or defamatory act against the Bank or its employees or otherwise gives the Bank grounds to consider that further cooperation with the Client or its related person is impossible, as well as in cases where the Bank has been misled at the time of the establishment of the Business Relationship.
- 2.6.5. If, at the time of closing the Client's Account, after debiting the Client's Account for Commission Fees and other amounts due to the Bank, the Bank still has funds in the Client's Account, the Bank shall transfer the funds to the Client's Account with another credit institution and the Client shall be obliged to inform the Bank about the details of his/her account with another credit institution. This clause shall not apply if the Client's Account is closed in the cases provided for by the Laws and Regulations, if the Laws and Regulations provide for a different resolution with respect to the funds held in the Client's Account.
- 2.6.6. After the Client's Account has been closed, the Terms and Conditions, the Tariffs and the relevant Agreements shall remain in force in respect of claims between the Bank and the Client.
- 2.6.7. Until the Client's Account is closed, the Client shall indemnify the Bank against all liabilities incurred by the Bank in executing the Client's orders and shall reimburse the Bank for all its expenses and losses and, if necessary, provide an adequate collateral.
- 2.6.8. The documents submitted by the Client for the opening of the Client's Account and for the execution of Banking Operations shall not be returned to the Client.

2.7. Procedure for Submitting Client's Orders.

- 2.7.1. The Client may submit Client's Orders to the Bank in person, via Internet Bank, by telephone, by e-mail or by other means of communication in accordance with the procedures set out in the Terms and Conditions and the relevant Agreement. The Bank shall have the right to refuse to accept the Client's Orders without explaining the reasons or to require the Client to submit the Client's Order via another means of communication, to perform the actions specified by the Bank or

to submit the documents and information requested by the Bank.

- 2.7.2. Any Client's Order must be authorised by one of the Means of Authorisation. The Bank shall verify the authenticity of the Means of Authorisation used using the technical means available to the Bank, and the Client shall not be entitled to make any claims against the Bank if, as a result of such verification, the Bank has concluded that the Client's Order has been authorised using the Means of Authorisation and has executed the Client's Order. The Bank shall have the right to require the Client to authorise the Client's Order by another Means of Authorisation and to refuse to accept the Client's Order if the Client does not comply with such a request.
- 2.7.3. Orders submitted by the Client in person must be authorised by the personal signature of the Client or their representative.
- 2.7.4. Client's Orders submitted via Internet Bank and by telephone must be authorised by an Electronic Signature.
- 2.7.5. Client's Orders submitted by telephone can only be authorised with the Password if they are submitted for any of the Banking Services or transactions listed below.
 - 2.7.5.1. Currency conversion in the Client's current account.
 - 2.7.5.2. Transfer between the Client's accounts, except card accounts (without limit).
 - 2.7.5.3. Transfer to/from accounts linked to the Client's payment cards (up to EUR 100,000.00).
 - 2.7.5.4. Deposit placement (without limit).
 - 2.7.5.5. Replenishment of deposit (without limit).
 - 2.7.5.6. Receipt of the account balance information.
 - 2.7.5.7. Payment card blocking.
 - 2.7.5.8. 3D Secure registration, parameter change or card restoration online.
- 2.7.6. To submit a Client's Order by telephone, the Client must call the telephone number provided by the Bank and provide the Bank with his/her name and Password before providing the Bank with the information required for the Client's Order.
- 2.7.7. The Bank shall have the right to require the Client to call the Bank from the Client's telephone number (or any other telephone number provided by the Client as his/her telephone number) specified in the Client's application for opening and servicing a current account, or to require the Client to call another telephone number of the Bank or to wait for the Bank to call back.
- 2.7.8. The Client may submit Client Orders and Agreements to the Bank by e-mail, provided that they are executed as electronic documents and signed with a secure electronic signature within the meaning of the Laws and Regulations.

3. Payment Services.

3.1. Information to be Provided by the Payer to Obtain Payment Services and/or Documents to the Bank.

- 3.1.1. The Bank shall have the right to impose requirements regarding the provision of certain information that the Payer must provide in order for the Bank to ensure the proper execution of the Payment Order. The relevant information requirements are specified in the Payment Order Form, the Tariffs, the relevant Agreement, the Bank's website and/or by sending a separate notice to the Client regarding the submission of the required information. If the Payer has not provided all the information required for the Bank to ensure proper execution of the Payment Order, the Bank shall have the right, but not the obligation, to request additional information from the Payer. If the Bank is unable to obtain/clarify the necessary information, it shall be entitled not to execute the

submitted Payment Order.

- 3.1.2. In the "Purpose of Payment" section of the Payment Order, the Payer must specify the contract or invoice number and date on the basis of which the Payment is made, in addition to a detailed explanation of the exact reason (business reason) for the payment (the explanation of the reason for the payment must not include a mere reference such as "for goods", "for services", etc.).
- 3.1.3. The Bank may, at its sole discretion, request and the Payer is obliged to submit to the Bank the contract, invoice or other document supporting the Payment as specified in the "Purpose of Payment" section of the Payment Order. All contracts, invoices or other documents supporting the Payment submitted by the Payer to the Bank must contain the exact specification of the goods or services.
- 3.1.4. The Payer has the right to ask the Bank for assistance in order to find out the information necessary for making the Payment, and the Bank undertakes to provide the Client with the necessary information to the best of its ability.

3.2. Acceptance of the Payment Order at the Bank.

- 3.2.1. The Bank shall only accept Payment Orders from the Client in the form and content specified by the Bank and/or agreed by the Parties. Payment Orders submitted by the Client must comply with the requirements set out in the Laws and Regulations, and the Bank accepts no liability for erroneous Payment Orders submitted by the Payer. If a Payment Order does not contain sufficient information for execution, the Bank shall have the right not to execute such Payment Order or to initiate its execution on the basis of the available information.
- 3.2.2. A Payment Order shall be deemed to have been received on the day on which it is received by the Bank. If the day of receipt of the Payment Order is not a Banking Business Day, the Payment Order shall be deemed to have been received on the next Banking Business Day with the following exceptions:
 - 3.2.2.1. A Payment Order received on a Banking Business Day after the Bank's business hours specified in the Terms and Conditions, the Tariffs and/or the relevant Agreement shall be deemed to have been received on the next Banking Business Day;
 - 3.2.2.2. if it has been agreed between the Parties that the execution of the Payment Order shall commence on a specific date or at the end of a specific period or on the date on which the Payer has made the required amount of money available to the Bank, the date of receipt of the Payment Order shall be deemed to be the agreed date;
 - 3.2.2.3. if the Bank has agreed to accept a Payment Order that does not contain complete information to execute the Payment Order (e.g. name of the beneficiary, IBAN-compliant account number, etc.) and the Bank has engaged a third party to obtain the necessary information, such Payment Order will be deemed to have been received by the Bank on the date on which all information necessary to execute the Payment Order has been obtained.
- 3.2.3. The Bank shall be entitled to debit the money specified in the Payment Order from the Payer's account with the Bank on the date on which the Payment Order is submitted to the Bank or within the time limits specified in Clauses 3.2.2.1 to 3.2.2.3 of the Terms and Conditions.
- 3.2.4. The Bank shall have the right to store information about any submitted Payment Order and to record and store information about any executed Payments. Such information serves as evidence to substantiate to the Client or a relevant third party that a particular Payment has been received or made by the Bank.

3.3. Payer's Consent to the Payment (Authorisation).

- 3.3.1. A Payment shall be deemed to be authorised if the Payer has consented to the Payment. The Payer may give his/her consent to the Payment in the manner and form agreed between the Bank and the Payer. The written consent must be signed by the Client or the Representative. Consent to Payment may be confirmed by Means of Authorisation. The Payer's consent to the Payment (authorisation) may be given by using a payment card or by performing certain deliberate and sequential actions (e.g. inserting a payment card into a device, ordering certain goods or services) offered at self-service outlets.
- 3.3.2. Consent confirmed in any of the ways described in Clause 3.3.1 of the Terms and Conditions shall be deemed to be the fully confirmed consent of the Payer to the Payment and such consent shall have the same legal effect as a document signed by the Payer and shall be deemed to be sufficient evidence to resolve any disputes between the Bank and the Payer. The Payer shall not be entitled to contest the Payment made on the basis of the Payer's consent to the Payment given in accordance with the procedure set out in the Terms and Conditions.
- 3.3.3. The Client agrees to the Bank's right to transfer the Payer's personal data held by the Bank to third parties who are (may be) involved in the execution of the Payment (e.g. International Card Organisations, the Beneficiary's Payment Service Provider, the technical provider of the payment system, an intermediary bank, etc.).
- 3.3.4. The Bank shall treat as a Client's Order any authorised Client's Order for the performance of the specified action (Payment or Transaction) in accordance with the Terms and Conditions. In the event of different treatments of a Client's Order, such Client's Order shall be treated in favour of the Bank.
- 3.4. Cancellation of the Payer's Consent to the Payment (Authorisation) and the Payment Order.**
- 3.4.1. The Client is entitled to request the Bank to cancel the Payment Order by submitting to the Bank a cancellation of the Payment Order completed on the Bank's letterhead or in the form of an appropriate application; however, the Bank does not guarantee that the Payment Order will not be executed. The Bank has the right to charge a fee for cancelling a Payment Order.
- 3.4.2. The Payer may not revoke a Payment Order after it has been accepted by the Bank, unless otherwise provided in the Terms and Conditions, the Tariffs and/or the relevant Agreements.
- 3.4.3. If the Parties have agreed that the Payment shall be made on a specific Banking Business Day, Payment Order may be revoked no later than by the end of the Banking Business Day following the day on which the Payment is made.
- 3.4.4. If the Payment is initiated via the Beneficiary (e.g. in the case of payment card transactions), the Payer cannot revoke the Payment Order after it has been submitted to the Beneficiary.
- 3.4.5. Upon expiry of the period specified in Clauses 3.4.3 to 3.4.4 of the Terms and Conditions, the Payment Order may be revoked only by agreement between the Payer and the Bank or, in the case specified in Clause 3.4.5 of the Terms and Conditions, by obtaining the consent of the Beneficiary.
- 3.4.6. The Bank shall, to the best of its ability, contact the Beneficiary's Payment Service Provider or the direct Beneficiary in order to recover the transferred funds. If the processing of a Payment Order has been initiated but it has not yet been sent from the Bank, the Bank shall take all necessary actions to prevent such Payment Order from being executed.
- 3.4.7. The Bank shall refund the money to the Client's account with the Bank only after the Bank is satisfied that the Payment Order will not be executed at any stage of the Payment Order processing (neither inside nor outside the Bank) and after the

Bank has recovered the money from the Beneficiary or the Payment Service Providers involved.

- 3.4.8. If the Client has submitted a cancellation of an already executed Payment, the Beneficiary of which is also a Client, the Bank shall, on the basis of the Payer's request, endeavour to contact the Beneficiary to the extent possible in order to obtain consent to repay the Payment to the Payer. Money is refunded to the Payer only after consent has been obtained from the Beneficiary and there are no other obstacles to the repayment of the money to the Beneficiary.

3.5. Execution of a Payment Order.

- 3.5.1. The Bank shall be entitled to execute the Payment Order only on the basis of the account number specified in the Payment Order, including in cases where the name of the Beneficiary specified in the Payment Order does not correspond to the account number. The Bank shall have the right, but not the obligation, to verify whether the account number of the Beneficiary indicated in the Payment Order corresponds to the Beneficiary indicated in the Payment Order. The Bank has the right not to execute a Payment Order if it has any doubts about the appropriateness of the name of the Beneficiary and the Beneficiary's account as stated in the Payment Order.
- 3.5.2. If the Payer has not indicated the correspondent bank of the Beneficiary's Payment Service Provider in the relevant currency in the Payment Order, the Bank has the right to choose the correspondent bank independently on the basis of the available information, without coordinating this choice with the Payer. If the choice of the correspondent bank was incorrect using the information available to the Bank and the money has been refunded to the Bank, the Bank shall re-transfer the funds at its own expense. If the re-transfer of funds is not executed, the funds which have not been transferred as described in this Clause shall be refunded to the Payer, but without refunding the Commission Fee for the transfer of funds.
- 3.5.3. The Bank shall not be liable for the execution of the Payment Order if the Bank has ensured the transfer of funds to the Beneficiary's Payment Service Provider (or intermediary bank) in the manner and within the timeframe prescribed by the Laws and Regulations. The Bank shall not be liable for the payment of the relevant money to the Beneficiary specified in the Payment Order.
- 3.5.4. If the Payer has submitted a Payment Order in a particular currency for an amount exceeding the funds available to it in that currency, the Bank may, at its discretion, use the Payer's funds in other currencies to execute such Payment Order, but the Bank shall not be obliged to do so. In such case, the Bank's Standard Exchange Rate for that day shall apply.
- 3.5.5. The Bank shall be entitled to execute Payment Orders in a currency other than euro by converting the amounts specified therein into euro at the exchange rate set by the Bank and transferring the relevant amount to the Beneficiary in euro. If such a transfer requires amendments to the submitted Payment Order, the Client shall be obliged to submit an updated Payment Order to the Bank and the Bank shall be entitled not to execute the transfer until the updated Payment Order is received.
- 3.5.6. The Bank shall not be liable for the execution of Payment Orders submitted to the Bank if the Payer's accounts with the Bank do not contain funds in the amount required for the execution of the Payment.
- 3.5.7. If the Payer has submitted several Payment Orders for a total amount exceeding the amount of funds available to the Payer and the Payer has not agreed with the Bank on the execution of the Payment Orders in a certain order, the Bank shall be entitled to execute these Payment Orders in a free order at its discretion.

- 3.5.8. The Bank may transfer the execution of a Payment Order to a third party if it is in the interests of the Payer or directly follows from the content of the Payment Order.
- 3.5.9. When executing a Payment Order instructed by the Payer, the Bank is entitled to transfer to the Beneficiary's Payment Service Provider all information specified in the Payment Order (including the Payer's personal data specified in the Payment Order).
- 3.5.10. The rules relating to the execution of Payment Orders (including the execution procedure and execution time), which are not set out in the Terms and Conditions, are set out in the Tariffs and/or the terms of the relevant Agreements.

3.6. Refusal of Execution of a Payment Order.

- 3.6.1. If the Bank has reasonable doubts that the Payment Order has been submitted by the Client, as well as in cases where the Bank has reasonable doubts about the content of the Payment Order, the Bank has the right, but not the obligation, not to execute the submitted Payment Order.
- 3.6.2. The Bank has the right to refrain from executing a Payment Order or to suspend execution of a Payment Order if:
 - 3.6.2.1. The Bank considers that the information (including explanations) and/or documents provided by the Payer do not and/or do not sufficiently prove the purpose of the Payment as stated in the Payment Order;
 - 3.6.2.2. The purpose of the payment does not correspond to the type of business activity indicated in the Client's Profile and the Payer cannot justify the reasons for the change in the business activity previously carried out;
 - 3.6.2.3. The Payer fails to submit and/or incompletely submits all information and/or documents requested by the Bank within 1 (one) week from the date of receipt of the relevant Notice;
 - 3.6.2.4. The Payment Order is submitted in a currency other than the euro.
- 3.6.3. The Bank shall have the right to refrain from executing a Payment Order or to suspend the execution of a Payment Order if its execution is not permitted by the Laws and Regulations.
- 3.6.4. If the Bank has refused to execute a Payment Order, the Bank shall, to the extent possible, inform the Client thereof, unless such information is impossible for technical reasons or is prohibited by the Laws and Regulations. If the Bank has refused to execute the Payment Order, it shall be deemed not to have been submitted to the Bank. If the refusal to execute the Payment Order is justified, the Bank has the right to withhold the Commission Fee for the execution of the Client's information obligation.

3.7. Crediting of Money to the Beneficiary's Account with the Bank and Withdrawal of Money from the Client's Account with the Bank.

- 3.7.1. The Bank shall be entitled to credit the money to the Beneficiary's account with the Bank without the consent of the Beneficiary. The Bank shall have the right to credit the Beneficiary also to another account of the Beneficiary with the Bank if the account of the Beneficiary with the Bank specified in the Payment Order is closed. In the case of a transfer of money, a statement of the Beneficiary's account with the Bank or a cash withdrawal or deposit document of the Bank shall be sufficient proof of payment.
- 3.7.2. If the currency specified in the Payment Order is different from the currency of the Beneficiary's account, the Bank shall, in accordance with the terms of the Beneficiary's account, credit the money to the Beneficiary's account in the currency specified in the Payment Order or convert it into the currency of the

Beneficiary's account. For all money transfer transactions, the Bank shall convert money at the Standard Exchange Rate of the day, unless otherwise provided in the Terms and Conditions, the Tariffs and/or the relevant Agreement.

- 3.7.3. The Bank shall have the right to refuse to credit funds in a currency other than euro to the Beneficiary's account with the Bank or to convert any funds to be credited to the Beneficiary's account with the Bank into euro at the exchange rate determined by the Bank and to credit the relevant amount to the Beneficiary's account in euro.
- 3.7.4. Due to a mistake, misspelling or other lack of legal grounds, the Bank shall have the right to debit the money credited to the Client's (Beneficiary's) account with the Bank from the Client's (Beneficiary's) account with the Bank without the consent of the Beneficiary/Payer.
- 3.7.5. Cash withdrawals from the Client's account with the Bank are made on the basis of a Payment Order. In the case of a cash withdrawal, a statement of the Client's account with the Bank or a cash withdrawal or deposit document of the Bank shall be sufficient evidence of the payment of money.
- 3.7.6. The Bank shall make a cash withdrawal from the Client's account with the Bank if the Client's accounts with the Bank contain the necessary funds for the execution of the Transaction and payment of the Commission Fee.
- 3.7.7. The Bank shall have the right to refuse to pay cash to the Client in a currency other than euro, or to convert the funds to be paid to euro at the exchange rate set by the Bank and to pay the amount to the Client in euro.
- 3.7.8. If, due to an ATM error, the Client is paid more money than the amount requested by the Client and duly indicated in the withdrawal document, and if this fact is proven, the Bank has the right to debit the Client's account with the Bank for the difference between the amount paid and the amount requested without the Client's separate consent. The amount of the incorrect payment/overpayment is the property of the Bank.

3.8. Due Payment Date.

- 3.8.1. Due dates for crediting, withdrawing and transferring funds to the Beneficiary's account with the Bank are set out in the Terms and Conditions, the Tariffs and/or the relevant Agreements.
- 3.8.2. The cash shall be credited to the Beneficiary's account with the Bank at the time of deposit. Non-cash funds in euro within Latvia shall be credited to the Beneficiary's account with the Bank on the day on which the Bank receives the relevant notification from the Bank of Latvia. Non-cash funds in foreign currency or from other countries shall be credited to the Beneficiary's account with the Bank on the date on which the necessary reports of funds have been received from the correspondent bank or the Payer's bank and the Bank has satisfied itself as to the existence of evidence of receipt of funds in correspondent accounts.
- 3.8.3. The Bank shall execute the Payment Orders specified in Clause 3.2.2.2 of the Terms and Conditions in the prescribed manner and within the prescribed period, but in case the prescribed day is not a Banking Business Day, on the next Banking Business Day. Money deposited on a Banking Business Day but after the Bank's established business hours is deemed to have been received on the next Banking Business Day.
- 3.8.4. The Bank shall transfer the amount of money specified in the Payment Order submitted by the due date specified in the Terms and Conditions, Tariffs and/or Agreements to the Beneficiary's Payment Service Provider no later than on the Payment Order Execution Date specified in the Terms and Conditions, Tariffs and/or Agreements, except in cases where the transfer of money is to be made

through one or more other Payment Service Providers (intermediary banks) and the Bank is not required to ensure the Payment Order execution within the time specified by the Laws and Regulations.

3.9. Information about the Payment if the Client Has an Account with the Bank.

- 3.9.1. At the Client's request, prior to the execution of an individual Payment initiated by the Client, the Bank shall provide information on the maximum execution time of the Payment, the applicable Commission Fees and the breakdown of such Commission Fees (if any). The Client may refer to the Terms and Conditions, Tariffs, relevant Agreements and the Bank's information materials available at the Bank's premises or on the Bank's website.
- 3.9.2. After the funds have been debited from the Payer's account with the Bank, the Bank shall provide the Payer with access to the statement of the Payer's account with the Bank, which shall provide the following information (the Bank has the right not to provide the Payer with the information set out below if the Payer is not a Consumer and the relevant Payment is not subject to the Laws and Regulations on Payments):
 - 3.9.2.1. a reference that allows the Payer to identify each Payment and, where applicable, information about the Beneficiary, if such information is provided in the Payment Order;
 - 3.9.2.2. the amount of funds in the currency in which the amount was debited from the Payer's account with the Bank or in the currency used in the Payment Order;
 - 3.9.2.3. The Payment Service Fee payable by the Payer and the breakdown of that Fee or the interest payable by the Payer;
 - 3.9.2.4. the exchange rate used by the Bank to make the Payment and the amount of money after currency conversion, if currency conversion has been carried out;
 - 3.9.2.5. the value date for debiting the money from the Payer's account with the Bank or the date of receipt of the Payment Order.
- 3.9.3. After the money has been received in the Beneficiary's account with the Bank, the Bank shall provide the Beneficiary with access to the statement of the Beneficiary's account with the Bank, which shall provide the following information (the Bank shall have the right not to provide the Beneficiary with the information set out below if the Beneficiary is not a Consumer and the relevant Payment is not subject to the Legislation on Payments):
 - 3.9.3.1. a reference that allows the Beneficiary to identify each Payment and, where applicable, information about the Payer and any information submitted with the Payment;
 - 3.9.3.2. the amount of money in the currency in which the amount is credited to the Beneficiary's account with the Bank;
 - 3.9.3.3. The Payment Service Fee payable by the Beneficiary and the breakdown of that Fee or the interest payable by the Beneficiary;
 - 3.9.3.4. the exchange rate used by the Bank to make the Payment and the amount of money before currency conversion, if currency conversion has been carried out;
 - 3.9.3.5. the value date on which the money is credited to the Beneficiary's account with the Bank.
- 3.9.4. The Client may consult the Client's account statement in the following ways:
 - 3.9.4.1. without a fee, by checking the Client's account statement (Client's account statement) via the Internet Bank;
 - 3.9.4.2. on receipt of the Client's account statement at the Bank or in any other manner agreed between the Parties, by paying the Bank a Commission Fee

in accordance with the Tariffs.

3.9.5. In the case of a transfer or withdrawal of money, the Client's statement of account with the Bank or the Bank's cash withdrawal or deposit document or Payment Order shall be sufficient proof of payment of money.

4. Identification and Due Diligence in Relation to a Client and the Beneficial Owner.

4.1. The Bank shall identify the Client and the Beneficial Owner in accordance with the procedures established by the Bank and the Laws and Regulations:

4.1.1. a natural person shall be identified by verifying his/her identity on the basis of an identity document containing the following information: for a resident of the Republic of Latvia – name, surname, personal identification number, identity document number, date of issue and expiry date, country and institution that issued the document; for a non-resident – name, surname, date of birth, identity document number, date of issue and expiry date, country and institution that issued the document. For identification of a natural person who is a non-resident, only an identity document valid for entry into the Republic of Latvia shall be used;

4.1.2. A legal entity shall be identified by requesting documents confirming the establishment or legal registration of the legal entity, information on the legal address, as well as by identifying the Representative of the legal entity as a natural person and obtaining a document or a copy of the relevant document confirming the right of the Representative to represent the Business Client.

4.2. The Bank shall have the right to request additional information and/or documents from the Client in order to identify the Client, the Representative and the Beneficial Owner.

4.3. The Bank may, at its sole discretion, periodically request from the Client, and the Client shall be obliged to provide to the Bank, such additional documents and information as the Bank may require to identify and investigate the Client and the Beneficial Owner, including but not limited to completed and signed Bank Forms and documents and information regarding the origin and ownership of the Client's, Representative's and Beneficial Owner's funds, business and personal activities. In the event of non-fulfilment of the Client's obligations under this Clause, the Bank shall have the right to refrain from executing Transactions, suspend the execution of Transactions and/or terminate the Business Relationship with the Client.

4.4. When performing Banking Operations and/or providing Banking Services, the Bank shall visually identify the Client or the Representative and verify their signatures without the use of auxiliary devices:

4.4.1. verify the identity of the Client or the Representative on the basis of the identity document presented by the Client or the Representative;

4.4.2. compare the signatures on the Transaction Documents with the specimen signatures in the Bank's specimen signature card.

4.5. The Bank shall have the right to re-request identity documents and/or take additional measures to identify the Client, the Representative or the Beneficial Owner if it has any doubts that the Banking Operations are carried out and/or the Banking Services are used by the Client and/or the Representative or are carried out for the benefit of the Beneficial Owner, and to contact the Client to verify whether the Transaction is in accordance with the mandate.

4.6. For the execution of Banking Operations and/or the receipt of Banking Services that involve the use of remote means of information exchange (Internet Banking, Payment Orders by telephone, fax, payment cards, the Bank's information, advice and helpline), the Client may use the Means of Authorisation specified in the Agreement. All information related to the Means of Authorisation is confidential information which

may not be disclosed to third parties. The Client agrees that the Bank shall be entitled to record and preserve telephone conversations and other oral communications between the Parties, and to unilaterally choose the technical means for recording telephone conversations and other oral communications (including by video surveillance); the recordings shall serve as sufficient evidence of communications between the Client and the Bank in the resolution of mutual disputes and in court.

- 4.7. The Bank has the right to obtain information or documents from various databases about the Client, the Representative and the Beneficial Owner.

5. Execution of Specimen Signatures and Powers of Attorney.

5.1. Execution of Specimen Signatures

- 5.1.1. Together with the identification documents, the Client shall submit specimen signatures to the Bank.
- 5.1.2. The specimen signatures shall be executed on the Client's application for opening a current account or on the Client's specimen signature cards developed by the Bank.
- 5.1.3. The specimen signatures must be certified. The certification may be made by an authorised representative of the Bank or by a notary public:
- 5.1.3.1. in the case of a certification made at the Bank, the Client and/or the Representative shall sign the Client's specimen signature card in the presence of the Bank's authorised representative, and the Bank's authorised representative shall certify the Client's signatures on the specimen signature card by his/her signature;
- 5.1.3.2. if the certification is made by a notary public, the Client must provide the Bank with the original notarised Client's specimen signature card.

5.2. Formalisation of the Power of Attorney.

- 5.2.1. The authorisation of the representative must be executed in writing by the Client in the presence of the Bank's authorised representative on the Bank's letterhead or by submitting a notarised power of attorney:
- 5.2.1.1. if the power of attorney is executed at the Bank, the signatures of the Representatives shall be authenticated in a manner analogous to the authentication of signatures on the Client's specimen signature card;
- 5.2.1.2. if the certification is made by a notary, the Client must submit the original notarised power of attorney to the Bank.
- 5.2.2. The mandate of the representative may be for a fixed or indefinite period:
- 5.2.2.1. an authorisation for an indefinite period shall be deemed valid until revoked by the Client. The Client shall submit an application to the Bank for revocation of the authorisation;
- 5.2.2.2. an authorisation issued for a specific period of time shall expire on the expiry of its term, unless the Client has previously submitted a revocation of the authorisation to the Bank.
- 5.2.3. The Bank is not obliged to verify the validity of a power of attorney, including powers of attorney registered in the Register of Enterprises of the Republic of Latvia.
- 5.2.4. The Client is responsible for the Representatives' handling of the Client's account with the Bank. The Client is responsible for all Banking Operations carried out by the Representatives and their legality. The Client shall indemnify the Bank in full for any loss caused by the Representative to the Bank.

6. The Bank's Remuneration for Carrying Out the Banking Operations and Providing the Banking Services; Interest Rates, and Exchange Rates.

- 6.1. Banking Operations and Banking Services are fee-based services for which fees may be

charged in the form of commission, interest, etc. The Client shall also reimburse the Bank for all expenses related to the performance of the activities necessary for the execution of the Banking Operations, as well as for all incidental costs (e.g. fees, taxes, etc.). The Client is obliged to ensure the existence of funds in his/her account necessary for the performance of the Client's obligations towards the Bank.

- 6.2. The amount and procedure of payment for the Banking Operations and Services (incl. the allocation of costs incurred as a result of the Payment) shall be governed by the Terms and Conditions, the Tariffs and the Agreements. The Client can get acquainted with the Tariffs at the Bank's premises during the Bank's business hours and on the Bank's website.
- 6.3. For Banking Operations and/or Banking Services not included in the Tariffs but which were necessary to execute the Client's Order, the Bank shall be entitled to determine an appropriate and fair remuneration, unless otherwise agreed with the Client. If the Bank and the Client have already agreed on the Banking Operation and/or Banking Service to be performed and the remuneration due to the Bank for its performance prior to the performance of the Banking Operation and/or Banking Service, the Client shall no longer be entitled to dispute the amount of such remuneration.
- 6.4. The Bank, using third party services at the Client's expense, shall submit to the Client for payment all documents confirming the expenses and the Client shall be obliged to pay to the Bank all expenses indicated in the documents submitted to the Client. The Client shall reimburse to the Bank also all expenses related to the performance of the activities necessary for the execution of the Banking Operations, as well as all incidental costs of any kind. The Bank shall be entitled to obtain at the Client's expense the necessary information, documents and other evidence required for the performance of the Banking Operations and/or provision of the Banking Services, obtaining information about the Client, verifying the information provided by the Client, verifying, managing or disposing of the collateral offered by the Client, as well as obtaining extracts from registers, certificates of authorities, insurance documents, material evidence, etc. The Bank shall be entitled to debit all expenses specified in this Clause from the Client's Account with the Bank without the Client's separate consent (except in the case of transactions in securities).
- 6.5. Requests for information from competent state authorities and officials regarding the Client, the Client's deposits, the Banking Operations and/or the Banking Services, as well as requests for recovery or seizure of the Client's financial assets and other enforceable requests provided for in the laws and regulations in force in the Republic of Latvia shall be executed by the Bank at the Client's expense. The Bank shall be entitled to debit the fees set out in the Tariffs in force at the time of execution of the requests referred to in this Clause from the Client's Account with the Bank without the Client's separate consent.
- 6.6. If the Payment does not involve currency conversion, the Payer shall pay the Commission Fee set by the Bank according to the type of Commission Fee specified in the Payment Order ("SHA" - the Commission Fee for a money transfer shall be paid jointly by the Payer and the Beneficiary, "OUR" - the Payer pays the Commission Fee for the money transfer, "BEN" - the Beneficiary pays the Commission Fee for the money transfer). The Bank's liability is limited by this provision. The Bank shall not be liable if the Payment Service Providers involved in the transfer of funds fail to comply with the Bank's instructions or if the funds are not received in full for reasons beyond the Bank's control.
- 6.7. The Bank shall be entitled to impose a Commission Fee on the Beneficiary for funds or financial instruments credited to the Account. In such case, the Bank shall be entitled to deduct the Commission Fee from the Client's Account with the Bank without the Client's separate consent. If the Client is not a Consumer, the Client shall not be

subject to the Bank's information obligations under the Laws and Regulations governing Payments, and the Client shall pay the Bank a fee for receiving information in accordance with the Terms and Conditions, the Tariffs and/or the relevant Agreements.

- 6.8. If, upon execution of the Payment, the Client's Account with the Bank does not contain sufficient funds, the Bank shall have the right, but not the obligation, to increase the negative balance of the Client's Account, including the negative balance exceeding the credit limit granted to the Client, in whole or in part. Accordingly, the Client is obliged to pay the Bank the remuneration for the unauthorised overdraft balance (interest) in accordance with the Tariffs for the period during which the unauthorised overdraft balance existed on the Client's Account with the Bank. However, notwithstanding anything contained in this Clause, the Bank shall have the right, but shall not be obliged, in the event of non-availability of funds or negative balance of the Client's Account with the Bank, to transfer the necessary amount from other accounts of the Client with the Bank or funds received by the Bank for credit to the Client's Accounts with the Bank without prior notice to the Client. This payment shall be made in the first instance from the Client's funds in the currency in which the payments are to be made. If such funds are insufficient to make the payment in full, the payment shall be made within the balance of the Client's account with the Bank, and the remaining funds shall be paid at the Bank's option on account of the Client's other currency funds, converted by the Bank on behalf of the Client without prior notice to the Client at the exchange rate determined by the Bank on the date of payment. Payments and conversions are made at the Client's expense.
- 6.9. If the Client has failed to pay the fees due to the Bank for the Banking Services, including if the Client's Account with the Bank has a negative balance exceeding the credit limit granted to the Client, the Bank shall have the right to unilaterally terminate the Banking Services to the Client without prior notice.
- 6.10. The currency of the Banking Operations and Services is the euro. The Bank shall have the right not to carry out Banking Operations and not to provide Banking Services if the Client requests carrying out operations or providing services in a currency other than the euro. At the same time, the Bank shall have the right to convert the funds in, to be credited to, withdrawn from or transferred to the Client's Accounts with the Bank into euro at any time without notice in accordance with the exchange rate set by the Bank. The Bank shall not be liable for any loss or unearned profit suffered by the Client as a result of such conversion and shall not reimburse the Client for any expenses incurred in connection therewith.
- 6.11. Changes in the Reference Interest Rate, the Exchange Rate or the Standard Exchange Rate shall be applied by the Bank immediately without prior notice to the Client. Information on these changes is available at the Bank's premises and on the Bank's website.
- 6.12. The fees and reimbursements set out above shall be subject to an appropriate withdrawal or deposit to the Client's Account with the Bank.
- 6.13. If the Client discontinues, fails to initiate or refuses to use the Banking Operations or the Banking Services, the Commission Fee paid to the Bank in respect thereof shall not be refunded to the Client.

7. Safety Measures and Responsibilities.

7.1. Obligations of the Payment Service User in Relation to the Use of the Payment Instrument.

- 7.1.1. The Payment Service User undertakes to use the Payment Instrument in accordance with the Terms and Conditions, the relevant Agreements and in compliance with the Laws and Regulations. The Payment Service User shall take

the necessary measures to preserve the personalised security features of the Payment Instrument (incl. Digipass and Means of Authorisation) in a secure manner (including in accordance with the specific requirements set out in the relevant Agreements).

- 7.1.2. As soon as it becomes known that a Payment Instrument has been lost, stolen or otherwise misappropriated, or its use has been unauthorised, the Payment Service User is obliged to immediately notify the Bank thereof in accordance with the procedure set out in the Terms and Conditions and/or the relevant Agreement.

7.2. Blocking of the Payment Instrument and Suspension of the Banking Operations in the Client's Account with the Bank.

- 7.2.1. The Bank has the right to refrain from executing Transactions and/or to suspend the execution of Transactions (including suspension of the Banking Operations in the Client's Account with the Bank and/or suspension of the Payment Instrument) if:

7.2.1.1. there are suspicions about the safety of the money in the Client's Account with the Bank or possible threats related to the safety of the Payment Instrument, suspicions about unauthorised or fraudulent transactions in the Client's Account with the Bank and/or with the Payment Instrument;

7.2.1.2. The Bank has information that the Payment Instrument has been stolen, lost or there is reasonable doubt that the personalised security features of the Payment Instrument have become known to third parties and that third parties have used/could use the Payment Instrument for unauthorised transactions as well as for illegal transactions, a possible or actual threat from the Client or third parties or other circumstances beyond the Bank's direct or indirect influence or control which could affect the security, integrity, confidentiality or loss to the Bank of the Banking Operations and/or Services provided to the Client and/or other Clients;

7.2.1.3. The Client fails to comply with and/or properly perform the provisions of the Terms and Conditions and/or the Agreements;

7.2.1.4. there are other cases set out in the relevant Agreements (incl. The Payment Instrument is linked to a credit line and the risk that the Payer may be unable to meet its payment obligations has increased significantly) and/or in the Laws and Regulations.

7.2.1.5. In the cases specified in Clause 7.2.1 of the Terms and Conditions, the Bank shall inform the Client in the manner specified in the Terms and Conditions and/or the relevant Agreements or by other means of communication acceptable to the Bank, including by telephone, e-mail or Internet Bank. The Bank shall endeavour to inform the Client of the suspension of the Payment Instrument before the suspension of the Payment Instrument or, if this is not possible, after such suspension of the Payment Instrument, unless such notification to the Client is impermissible for security purposes or to comply with the requirements of the Laws and Regulations.

- 7.2.2. The Payment Instrument or access to the Client's account with the Bank shall be suspended at the Client's initiative if the Client submits a relevant order to the Bank in writing or in any other manner agreed by the Parties in the relevant Agreement or by giving notice in accordance with Clause 7.2.4 of the Terms and Conditions. The Bank shall have the right to require that the Client's oral order be confirmed in writing where possible. The Bank shall also have the right, when accepting an order from an unidentified Client to suspend the operation of a

Payment Instrument or an order to suspend the operation of the Client's Account with the Bank, to request information identifying the Client. If the Bank has reasonable doubts as to the appropriateness of an order, the Bank shall have the right not to execute such order, in which case the Bank shall not be liable for any (potential) losses incurred by the Client.

- 7.2.3. Unless there are important obstacles, the Bank shall, upon the Client's request, reactivate the Payment Instrument or replace it with a new Payment Instrument as soon as there are no longer grounds for blocking the Payment Instrument. If the Payment Instrument cannot be recovered as a result of the suspension or other important circumstances arise, the Client is obliged to pay the Commission Fee for restoring the Payment Instrument.
- 7.2.4. The Bank shall not be liable for any loss incurred by the Client in the event of suspension of the Payment Instrument, provided that the Bank has complied with the Terms and Conditions and/or the relevant Agreements.

7.3. Client's Liability for Unauthorised Use of Payment Instruments and the Bank's Liability for Unauthorised Payments.

- 7.3.1. The Bank's liability for unauthorised Consumer Payments is set out in the Laws and Regulations.
- 7.3.2. If the non-Consumer Client denies having authorised the Payment (consented to the execution of the Payment Order), the use of the Payment Instrument shall be deemed sufficient evidence that the Client has consented to the Payment or has acted fraudulently or has intentionally or recklessly failed to comply with any of the obligations set out in Section 7.1 of the Terms and Conditions.
- 7.3.3. The Client shall be liable for all losses resulting from the use of a lost or stolen Payment Instrument, unless otherwise provided in the Terms and Conditions or the Laws and Regulations.
- 7.3.4. The Client shall be liable for any loss resulting from an unauthorised Payment if the Client has acted unlawfully or intentionally or grossly negligently failed to comply with one or more of the provisions of Section 7.1 of the Terms and Conditions.
- 7.3.5. If the Client, who is a Consumer, has submitted to the Bank a Notification of loss, theft or unauthorised use of the Payment Instrument in accordance with the procedure established by the Bank, the Bank shall indemnify the Client for losses arising from the use of the Payment Instrument after notification of this fact to the Bank, except in cases where the Client has acted unlawfully or in the cases set out in Clause 7.2.3 of the Terms and Conditions.
- 7.3.6. If the Bank has not provided the Client, who is a Consumer, with the opportunity to inform the Bank about the loss, theft or other misappropriation of the Payment Instrument in accordance with the procedures set out in the Terms and Conditions and/or the Agreements, the Bank shall indemnify the Client for any losses incurred as a result of the use of the Payment Instrument, except in cases where the Payer himself has acted unlawfully or negligently.

7.4. The Bank's Liability for a Correct Execution of the Payment.

- 7.4.1. If the Payment Order is submitted by the Payer, its Payment Service Provider is responsible for the correct execution of the Payment, unless the Payer's Payment Service Provider and, where applicable, the Beneficiary's Payment Service Provider can prove that the Beneficiary's Payment Service Provider has received the money. If the Payer's Payment Service Provider can prove that the Beneficiary's Payment Service Provider has received the money, the Beneficiary's Payment Service Provider is responsible for the correct execution of the Payment.
- 7.4.2. If the Payment is not executed or is executed incorrectly, the Bank shall, at the Client's request, attempt to trace the Payment process and inform the Client of

the result.

- 7.4.3. If a Payment is not executed or is executed incorrectly due to the Bank's fault, the Bank shall pay the costs incurred by the Payer and/or the Beneficiary as a result of the non-execution or incorrect execution of the Payment (e.g. refund the Commission Fee paid). The Bank shall not be liable for any additional costs or indirect losses that may be incurred by the Payer and/or the Beneficiary, nor shall it be liable for any errors made by third parties in the execution of Payments.
- 7.4.4. The rights set out in Clauses 7.5.1 to 7.5.3 of these Terms and Conditions apply only to the Client who is a Consumer. If the Client is not a Consumer, the Bank shall be liable for non-executed or erroneously executed Payments only in cases where the Payment was executed erroneously due to the Bank's fault. The Bank shall not be liable for any errors made by third parties in the execution of Payments.
- 7.4.5. In the event of a cash withdrawal, the Client must immediately verify the cash received in the presence of the Bank employee who issues the cash. Subsequent claims by the Client shall not be considered.

7.5. Refund Terms if the Payment is Initiated through the Payee.

- 7.5.1. The Payer, who is a Consumer, is entitled to receive from the Bank a full refund of the money transferred as a result of an authorised and already executed Payment, if the relevant Payment was initiated by the Beneficiary and if:
 - 7.5.1.1. the exact amount of the Payment is not specified when the Payment is authorised; and
 - 7.5.1.2. The amount of funds to be transferred as a result of the Payment is greater than the Payer could reasonably have expected for the relevant Payment, taking into account its past payment record, the terms of the relevant Contract and the relevant circumstances of the transaction, but excluding Payments related to currency conversion where the exchange rate agreed by the Parties has been applied. If the Payer has specified a maximum Payment amount when consenting to the execution of a Payment Order (also applicable to multiple, consecutive Payments), the Bank will treat such maximum limit set by the Payer as the reasonably accepted maximum Payment amount that the Client intended when entering into the relevant Agreement.
- 7.5.2. The Payer, being a Consumer, is obliged to provide, upon the Bank's request, the information and evidence referred to in Clauses 7.5.1.1.-7.5.1.2 of the Terms and Conditions, substantiating the Payer's claims.
- 7.5.3. The Payer shall not be entitled to a refund if the relevant Payment was initiated by the Beneficiary in cases where:
 - 7.5.3.1. The Client has given consent to the execution of the Payment Order directly with the Bank; and
 - 7.5.3.2. The Bank or the Beneficiary has provided or made available to the Client (Payer), at least 4 (four) weeks before the date on which the Client (Payer) is obliged to fulfil its payment obligations to the Beneficiary, information about the Payment in a form previously agreed or information about the Payment has been available for at least 4 (four) weeks before the execution of the Payment.
- 7.5.4. The Payer, being the Consumer, may request repayment of the money transferred as a result of the Payment authorised, initiated by or through the Beneficiary within 8 (eight) weeks from the date on which the money was transferred from the Client's Account with the Bank.
- 7.5.5. The Bank shall refund all the money transferred as a result of the (revoked) Payment or provide reasons for refusal to refund within 10 (ten) Banking

Business Days from the moment of receipt of the refund request and the Client's explanations (including documents, if necessary and/or if requested by the Bank), indicating the procedure to be followed by the Payer who is a Consumer to object to the Bank's decision. However, the Bank shall have the right to refund to the Client, who is the Payer, the money transferred as a result of the (revoked) Payment without carrying out the checks referred to in Clause 7.5.2 of the Terms and Conditions and without verifying whether the preconditions for the revocation of the Payment exist. The Bank shall not reimburse the Commission Fee for a cancelled Payment also in the event that the Bank shall refund the money transferred to the Client's (Payer's) Account with the Bank as a result of the Payment.

7.5.6. If, in the case referred to in Clause 7.5.1 of the Terms and Conditions, the Client who holds the Client's Account with the Bank is also the Beneficiary, the Beneficiary shall, immediately upon the Bank's request, provide the Bank with the requested information and documents justifying the execution of the Payment. If the Bank reimburses the Payer the money transferred as a result of the (revoked) Payment in accordance with Clauses 7.5.1 - 7.5.5 of the Terms and Conditions, the Client (Beneficiary) shall be obliged to provide his/her Client Account at the Bank with funds in the amount sufficient to reimburse the money transferred as a result of the Payment. The Client also agrees that the Bank has the right to debit the Client's Accounts with the Bank without the Client's consent in the event that the Bank reimburses the Payer for the money transferred as a result of a Payment made (revoked).

7.5.7. Paragraphs 7.5.1 to 7.5.5 of the Terms and Conditions shall not apply in cases where the Payer is not a Consumer.

8. Notifications.

8.1. Transmission of Notifications.

8.1.1. Any notification between the Bank and the Client in connection with the Banking Operations and/or the Banking Services shall be submitted by the Bank to the Client in Latvian, and the Bank shall be entitled to require the Client to submit any Notification in writing in Latvian, unless the terms of the relevant Agreement provide otherwise.

8.1.2. Notifications to the Client shall be given as follows:

8.1.2.1. Notifications to be given to the Client in person shall be given by the Bank directly to the Client, orally or via Internet Bank or by post to the Client's postal address as specified in the Agreements or by any other means as specified in the Agreements. The Bank shall be entitled to use third party services for processing and/or delivery of items, information or data, as well as to send SMS messages, e-mails and other types of messages to the Client's mobile connection number and/or e-mail address registered with the Bank;

8.1.2.2. published notifications will be those published on the Bank's website, in newsletters issued by the Bank and in the media.

8.1.3. A notification sent by post shall be deemed to have been received by the Bank from the moment when the relevant notification has been registered in the records of the Bank. A notice sent to the Client by post shall be deemed to have been received on the seventh day following the day on which it is posted, unless the terms of the Agreement provide otherwise.

8.1.4. Notifications shall be executed in accordance with the Terms and Conditions, the Tariffs and the provisions of the relevant Agreements, as well as the Laws and Regulations.

8.2. Verification of Notifications.

- 8.2.1. If the Bank is required by the Terms and Conditions and/or the relevant Agreement to verify the authenticity, completeness, truthfulness or validity of a notification or to interpret its contents, it shall be liable only for gross negligence. If the performance of the above actions is necessary for the execution of the Client's Order, the Bank is entitled to use the services of third parties at the Client's expense.
- 8.2.2. If the amount or figures in the Client's Order are written in both letters and numbers and if they are written differently, the Bank shall have the right not to execute such Banking Operation or to execute the Banking Operation on the basis of the amount or figures expressed in letters. Electronic payment systems are based on a sum or a number expressed as a number.
- 8.2.3. When making a Payment on the basis of a letter of credit, collection order, writ of execution or other claim or enforcement document, as well as when legalised, notarised or apostilled foreign documents are submitted to the Bank, the Bank is obliged to verify the formal compliance of these documents with the standard or generally accepted form, if such is established.
- 8.2.4. The Client is obliged to deliver to the Bank clearly legible and correctly completed notifications, signed with writing instruments, the written text of which is not technically easily alterable and/or physically unstable and which are free from erasures, colouring, unpunctuated corrections, deletions and/or additions. For damages incurred by the Client as a result of non-fulfilment and/or partial fulfilment of the requirements set out in this Clause, the Client shall be liable. The Bank shall have the right not to accept notifications that do not comply with the requirements set out in this Clause.
- 8.2.5. The Bank shall have the right to request additional confirmation for any Client's Order which has not been submitted to the Bank in person by the Client or the Representative and the Bank has doubts as to the authenticity of the submitted Client's Order, or if at the time of execution of the Client's Order the Bank, according to the information available to the Bank, determines that the Client's Order is inaccurate or erroneous. The Bank shall have the right not to execute the Client's Order until the Client's confirmation of the Client's order has been received. The Bank shall not be liable for any loss incurred by the Client as a result of non-execution and/or delayed execution of its order.
- 8.2.6. All documents for the Banking Operations shall be signed by the Bank's authorised signatories. The signature of a Bank employee on a Bank Transaction Document means that the document has been accepted for execution.

9. Collateral.

9.1. Subject of the Collateral.

- 9.1.1. The Client shall take all necessary measures to indemnify the Bank against liability for the Client's Orders given to the Bank and shall pay to the Bank, at the Bank's request, all its losses, expenses and liabilities arising from the Client's gross negligence, bad faith and/or default.
- 9.1.2. All financial assets of the Client (cash, financial instruments, credit claims, etc.) held or to be held in the Client's Accounts with the Bank shall serve as a financial collateral for the Client's obligations to the Bank arising out of the Transactions, which shall be established in accordance with the relevant Laws and Regulations. The collateral shall cover all obligations of the Client to the Bank, including payment for the Banking Operations and Services, the Bank's expenses, costs, interest and losses which may be payable to the Bank. If the Client has failed to provide the funds necessary for making payments on the current account in time,

as well as in other cases where the Bank has a claim against the Client, the Bank shall be entitled, without prior notice to the Client, to debit (transfer) the amount payable from any of the Client's Accounts with the Bank or funds otherwise due to the Client, and the Bank shall be entitled to convert such funds on behalf of the Client, without prior notice, at the exchange rate of the Bank determined for the relevant day.

- 9.1.3. Items that have come into the Bank's possession, custody or use shall be considered as collateral for the performance of the Client's obligations to the Bank until such obligations have been fulfilled. The Client shall be responsible for the maintenance of the collateral and for the enjoyment of the profits thereof and shall provide the Bank with such information as the Bank may request in writing.
- 9.1.4. The Bank shall be entitled (if the Bank deems it necessary) to require the Client to provide collateral for its obligations to the Bank or (if collateral has already been provided to the Bank) to increase such collateral, as well as in cases where the obligation is conditional.

9.2. Disposal of the Subject of the Collateral.

- 9.2.1. If the Client fails to perform or improperly performs its obligations towards the Bank, the Bank shall have the right to enforce, at its sole discretion and option, any of the financial collaterals referred to in the Terms and Conditions, as well as other collateral items (things or rights) offered by the Client or available to the Bank, by taking possession of them (including by selling them for a free price) or using them without prior notice or special reminder to the Client, unless otherwise agreed by the Parties. The Bank shall be entitled to enforce against the subject of the collateral also before the expiry of the term of performance of the secured obligation if the Client fails to comply with the Bank's request to submit or increase the collateral for performance of the Client's obligations within the time or in the manner specified by the Bank.
- 9.2.2. Upon the signing of the relevant Banking Operation and/or Banking Service Document or the submission of the Client's Order to dispose of the collateral to meet the obligations arising therefrom, the Client instructs the Bank to sell the relevant items of collateral for a free price. In such case (if the Bank exercises the above rights granted by the Client by enforcing the collateral (things or rights) without court and auction mediation), the Bank shall act as the Client's attorney. The Bank has the right to choose the order of disposal.
- 9.2.3. The proceeds from the disposal or use of the collateral shall be distributed at the Bank's discretion among the several obligations arising under the different Agreements in the following order: 1) all expenses related to the storage, transportation, publication of advertisements (if necessary), payment for experts (specialists) and disposal/use of the item(s) to be disposed of by the Client; 2) interest due to the Bank from the Client; 3) penalties and/or other liabilities to the Bank arising from the delay and/or non-performance of the Client's obligations (contractual penalty, payment of earnest money); 4) repayment of the principal amount.
- 9.2.4. After the disposal of the subject of the collateral or the use of the rights and the distribution of the proceeds, the Bank shall return the remaining funds to the Client, notifying him or her thereof within 5 (five) days. If the Client, his or her successors or heirs are not found, these funds shall be kept with the Bank. The Bank shall charge the Client a fee for the safekeeping of these funds, deducted from the Client's money in the Bank. The Bank has the right to receive and use the proceeds of the collateral.

10. Offset. Cession.

- 10.1. The Bank shall have the right to use the balance of any of the Client's Accounts with the Bank to offset the Client's liabilities to the Bank without the Client's separate consent. The Client may set off its claims against the Bank against counter-claims only if the claims are undisputed and judicially recognised as existing (valid) and only in the same currency or, if the Bank agrees, in another currency, by conversion at the Client's expense at the Bank's standard exchange rate of the day. The Bank shall be entitled to set off any claim of the Client against the Bank against any obligations of the Parties.
- 10.2. The Bank shall have the right to exercise a lien to protect its claim against the Client and the Client agrees to the Bank's lien on any of the Client's property lawfully in the Bank's possession or custody to the extent necessary to secure performance of the Client's obligations to the Bank.
- 10.3. The Bank shall have the right to assign (transfer) its claim rights against the Client to third parties. The Client may assign (transfer) its claim rights against the Bank to third parties only with the Bank's written consent. The Bank shall be entitled to instruct third parties to execute the Client's order on its behalf on the Client's account if the Bank considers that it is in the best interests of the Client. In this case, the Bank's liability is limited to the careful selection of the third party and the explanation of the content of the order. If the Bank follows the Client's instructions in selecting the third party or in explaining the content of the order, the Client shall be solely responsible for the execution of the Client's Order, but in such case the Bank shall be obliged to assign all its claims against the third party to the Client.
- 10.4. If a claim is brought against the Bank arising out of a guarantee or warranty of the Bank in respect of the Client's obligations, the Bank shall be entitled to pay the amount of the claim from the Client's (debtor's) Account with the Bank without a court judgement on the basis of a unilateral request of the creditor, if there is a prior agreement between the Bank, the creditor and the Client (debtor) and if the Client does not submit documents confirming the performance of his/her obligations.

11. Termination of the Business Relationship.

- 11.1. The Bank shall be entitled to terminate the Agreement(s) immediately without indemnifying the Client for any loss if the Client has provided false, inaccurate or incomplete information about his/her personal or financial situation; if the Client has failed to comply with a reasonable request of the Bank to submit or increase the Client's performance collateral within the time limit or in the manner specified by the Bank; if the Client fails to maintain the Minimum Balance; as well as in other cases agreed by the Parties in the respective Agreement or specified in the relevant Terms and Conditions for the Banking Operations and/or Banking Services.
- 11.2. The Bank has the right not to serve the Client if the Client is under the influence of alcohol, narcotic, psychotropic, toxic or other intoxicating substances, as well as in cases when the Client is unable to be aware of his actions or the Client's behaviour is inappropriate and interferes with the Bank's work.
- 11.3. The Client shall be entitled to unilaterally withdraw from the Agreement(s) by giving the Bank at least 30 (thirty) days' prior written notice, unless otherwise provided in the relevant Agreement, Terms and Conditions for the Banking Operations and/or Banking Services.
- 11.4. The Bank may unilaterally, by sending a written notice to the Client, within two calendar months from the date of the notice of termination of the business relationship with the Client and/or require the Client to perform all obligations early and close all of the Client's accounts with the Bank without assuming any legal liability and without indemnifying the Client for any losses incurred.

12. Inheritance.

12.1. In the event of the Client's death, the Bank shall be entitled to request from the persons claiming the Client's property from the Bank, and such persons shall be obliged to submit to the Bank, document(s) confirming their rights as heirs to the Client's estate and complying in form and content with the requirements of the Laws and Regulations. The Bank shall have the right to verify the authenticity, validity and completeness of the documents submitted at the expense of such persons.

13. Provision of Non-disclosable Information and Processing of Personal Data.

13.1. The Bank confirms that the details of the Client, his/her accounts and the transactions carried out by him/her shall be considered confidential information (non-disclosable information). The Bank shall provide information about the Client in accordance with the Laws and Regulations and only to certain persons, in a certain manner and to a certain extent.

13.2. The Bank shall have the right to disclose to third parties information about the Client who has failed to comply properly with the Terms and Conditions and/or the provisions of the Agreement, including for inclusion in late payment, debt discipline and credit history registers or other public disclosure to the extent necessary for the performance of the obligations or to facilitate such performance, as well as in the case of cession as provided for in the Terms and Conditions.

13.3. By executing Banking Operations and/or receiving Banking Services, the Client agrees:

13.3.1. that the Bank shall verify the information provided by the Client and/or the information provided in the submitted documents through any third parties, including the processing of personal data of the Client, the Representative and the Beneficial Owner by sending, requesting and receiving personal data from any third party that has registered the processing of personal data in the manner prescribed by the applicable Laws and Regulations; subject to the above, the Client does not object to the actions of third parties, incl. the conduct of the Bank's subsidiaries in disclosing to the Bank, directly or indirectly, personal data held by these third parties, as well as information on transactions carried out with these third parties and the progress of performance of obligations arising from such transactions, in the course of verifying the information provided;

13.3.2. become a data subject of the Bank's personal data processing referred to in Clause 13.3.1 of the Terms and Conditions, i.e, the personal data of the Client, the Representative and the Beneficial Owner will be used to establish any legal relationship between the Bank and the Client, the Representative and the Beneficial Owner; to monitor and ensure the due and timely performance of payments and other obligations arising from such legal relationship (incl. information on the Client, the Representative and the Beneficial Owner and their transactions may be transferred to correspondent banks in order to perform Banking Operations, provide Banking Services and/or fulfil obligations under the Laws and Regulations); for solvency verification and updating, credit history building, personal identification (classification) by codes, for notifications to the addresses specified in the Agreement(s) and/or in the additional information provided and/or documents submitted; for informing third parties about the improper performance of obligations; for placing personal data in public registers; for debt recovery proceedings; for transferring personal data to any third party for debt recovery purposes; and for any other processing of personal data that may arise from the mutual legal relationship. Subject to the provisions of this paragraph, the Client does not object to the Bank transferring personal data to third parties, including

14. third parties existing abroad to whom the Bank has contractually entrusted certain functions or services that the Bank considers necessary for operation or improvement of the Bank;
 - 14.1.1. that the Bank uses the Client's personal data to inform the Client about the services provided by the Bank, products, special offers and advertising campaigns and promotions; subject to the above, the Client does not object to the Bank using telephone, facsimile, electronic mail and other means of distance communication that allow individual contact to communicate with the Client, incl. the Client confirms that he/she has been informed of his/her right to opt out of receiving information of such a commercial nature by informing the Bank in writing;
 - 14.1.2. and confirms that he/she is aware that the Bank is obliged to provide information, incl. the Client's personal data, to the Bank of Latvia, and has the right to request and receive information from the Bank of Latvia in the cases, to the extent and in accordance with the procedure set out in the provisions of the Credit Register of the Bank of Latvia; the Client has been informed of the right to receive information about himself or herself included in the Credit Register of the Bank of Latvia (the Credit Register of the Bank of Latvia is available on the Bank of Latvia's website www.bank.lv).
- 14.2. The Bank confirms that the personal data obtained in the course of processing will be used only in accordance with the purposes of processing and to the extent necessary for that purpose; however, in accordance with the requirements of the applicable laws and regulations or business partners, the data may be transferred to the competent state bodies of the European Union, the European Economic Area, the Organisation for Economic Cooperation and Development member states and other countries for the performance of functions specified in the laws binding to them.
- 14.3. The Bank processes personal data in accordance with the applicable laws and regulations and the Bank's Privacy Policy. The Privacy Policy is available on the Bank's website www.signetbank.com and at the Bank's offices.

15. Force Majeure.

- 15.1. The Bank shall not be liable for any failure or partial failure to perform its obligations under the Terms and Conditions and/or the Agreements if such failure is due to Force Majeure (e.g. amendments, supplements to or the adoption and/or entry into force of new binding legislation, acts of God, acts of war, strikes, disruptions in communication media, information systems) and other circumstances beyond the Bank's control.
- 15.2. The Bank shall be liable for the acts of its employees to the extent that they have acted within the Bank's business hours in the performance of their duties and on the instructions of the Bank's management.

16. Communication (Transmission) Errors, Delays, and Other Circumstances.

- 16.1. The Bank shall not be liable for any loss caused by the use of postal, facsimile, electronic or other means of communication, as well as technical equipment supporting the relevant Banking Operations and/or Banking Services, due to any interruption in the use of such means of communication by the parties to the Banking Operations and/or Banking Services.
- 16.2. The Bank shall not be liable for any delay in the transmission of the Client's Order, loss of items, transmission errors or distortions due to lack of or damage to communication equipment, time zone differences, exchange rate fluctuations or any other circumstances beyond the Bank's control.
- 16.3. If an action is to be performed within a certain time limit in the course of a Banking

Operation and/or the provision of Banking Services, the Client is obliged to specify a specific time limit in each individual case. The time limit for performance must be stated in writing, unless the transaction between the Parties provides otherwise. The Bank shall have the right to waive the deadline for execution of the Client's Order specified by the Client if the execution of the Client's Order is not possible within such deadline according to the existing banking practice and such action is not contrary to the Laws and Regulations. In such cases, the Bank shall not be liable for any loss suffered by the Client as a result of the delayed execution of the Client's Order. If the Client fails to specify a deadline for execution in the relevant Transaction Document or in the Client's Order, the Bank shall not be liable for any loss incurred by the Client as a result of the delayed execution of the relevant action or the relevant Order.

- 16.4. The Bank shall have the right to request, at the Client's expense, confirmation of Client's Orders received from the Client by post, fax, telephone, electronic and other means of communication. If the Bank provides the Client with a written confirmation of the Client's Order, the Client is obliged to immediately sign the confirmation and deliver it to the Bank if the Client agrees with the content of the confirmation of the Client's Order, or to dispute the content of the confirmation of the Client's Order if the Bank's confirmation differs from the Client's Order. The Client confirms that the person who signs the Client's confirmation of order is authorised to give the relevant order and to deal with the Client's account with the Bank within the scope of the Client's Order.
- 16.5. Cash and other valuables (incl. Payment Instruments or any of its security features ordered by the Client) shall be sent (delivered, transported, incl., by mail) by the Bank at the Client's risk and expense, unless otherwise agreed by the Parties.

17. Disputes.

- 17.1. Any disputes, uncertainties and claims arising out of or affecting the legal (business) relationship between the Bank and the Client, or the breach, termination, legality, validity or interpretation thereof, shall be settled:
 - 17.1.1. if the Client is a consumer, in court;
 - 17.1.2. if the Client is not a consumer, at the Claimant's choice in court or in the Arbitration Court of the Association of Latvian Commercial Banks in Riga in accordance with the Arbitration Rules, the number of arbitrators shall be 1 (one), appointed by the Chairman of the Arbitration Court, the language of proceedings shall be Latvian. The arbitration award shall be final, non-appealable and binding on the Bank and the Client.
- 17.2. The Client has the right to submit complaints to the Ombudsman of the Association of Commercial Banks of Latvia and to the Consumer Rights Protection Centre regarding the Bank's actions in the course of Transactions in accordance with the procedure established by the Laws and Regulations.
- 17.3. The Bank's supervisory authority is the Bank of Latvia, address: Kungu iela 1, Riga, LV-1050, Latvia. www.banka.lv

18. Other Provisions

- 18.1. The Client is responsible for the truthfulness, completeness, accuracy and timeliness of all information and documents provided to the Bank in connection with the execution of Transactions.
- 18.2. The Client shall be responsible to the Bank for the truthfulness, completeness, accuracy and timeliness of all notifications given to the Bank. The Bank shall be entitled to request from the Client information and documents (contracts, invoices, delivery notes, etc.) confirming the legality of the origin of money or financial instruments in the Client's accounts with the Bank or acquired as a result of

Transactions, the economic activity of the Client or its business partners, the compliance of the Banking Operations with the economic activity of the Client or its business partners, as well as other information necessary for the Bank to properly comply with the Anti-Money Laundering, Anti-Terrorist and Proliferation Financing requirements. If the Client fails to comply with the Bank's request, the Bank shall be entitled to refuse the Client to perform Banking Operations and/or to provide Banking Services.

- 18.3. The Client is obliged to immediately notify the Bank in writing of any changes in circumstances (facts) relating to its transactions with the Bank. This applies in particular to changes of name, residence/legal address or contact address, signatories (or their signatures), capacity or status (loss of capacity, guardianship, reorganisation, privatisation, attachment of property, insolvency, bankruptcy, etc.) and revocation of powers of attorney. In this case, the Client shall submit/present documents substantiating the change and, upon the Bank's request, shall execute a new Client Specimen Signature Card in accordance with the requirements of the Terms and Conditions.
- 18.4. The Client shall be liable for any loss caused by the Client's misrepresentation to the Bank or the Client's negligence or the acts of third parties, if the Bank has incorrectly identified the Client's signature on the Card and the discrepancy was not obvious.
- 18.5. The Bank shall not be obliged to detect and identify forgeries or other irregularities in documents where the forgery or irregularity is not obvious and cannot normally be detected by an employee of the Bank who is not specialised in detecting such forgeries and irregularities.
- 18.6. If the Bank has authenticated the Means of Authorisation in accordance with the Terms and Conditions and/or the relevant Agreements and the technical means available to it, the Client and the Bank assume that the Client's activity authorised by the Means of Authorisation is authentic.
- 18.7. The Client is responsible for the security of the Digipass and the Means of Authorisation assigned to them. The Client shall be liable for any damages resulting from the Digipass or the Means of Authorisation falling into the hands of third parties.
- 18.8. If the signatory of the Transaction Document is not at the time of signing entitled to represent the Client, whose signatory or authorised signatory it purports to be, then the signatory as a natural person shall assume all obligations arising from the signed Transaction Document in full and shall be responsible for their performance.
- 18.9. The Client shall indemnify the Bank against any loss incurred as a result of the Client's signatories or authorised signatories being incapacitated or having limited legal capacity at the time of execution of the Bank's transactions.
- 18.10. The Client assumes all risk and liability for any loss incurred:
 - 18.10.1. if the Client loses the Digipass or any of the Means of Authorisation;
 - 18.10.2. Internet Banking access information (user name, password) or Digipass access information becomes known to any third party;
 - 18.10.3. the Client loses any media containing data about the PIN assigned to the Client or information about the PIN becomes known to any third party;
 - 18.10.4. if the confidential information becomes known to a third party who carries out illegal activities with it;
 - 18.10.5. if a third party has impersonated the Client and the Bank has identified the third party as the Client in accordance with the Terms and Conditions and the Agreement;
 - 18.10.6. if the Client's Order is not executed or is delayed due to errors and distortions in the transmission of the submitted order as a result of technical communication infrastructure deficiencies or interruptions/malfunctions, as well as in cases of duplication of the Client's submitted order.

- 18.11. The Client undertakes to take all reasonable care to ensure that the confidential information of the Client or its authorised person (user) is not disclosed to third parties. The Client is obliged to use only secure (licensed, registered, properly protected, generally known and recognised) services of electronic communications providers, electronic communications networks, domains, means of communication and data transmission, equipment, equipment elements, software. The Client is obliged to observe caution in the use of confidential information and the precautions set by the Bank in the selection and use of electronic communications providers, electronic communications networks, top-level and other domains, numbering plans, operating systems, components, as well as physical and logical protection, including those set on the Bank's website (which is the only top-level domain of the Bank's website). When visiting the Bank's website, the Client is obliged to read and comply with the terms and conditions of use of the website.
- 18.12. The Bank's premises shall be deemed to be the place of performance of Banking Operations and/or Banking Services between the Bank and the Client.
- 18.13. In the event of the Bank's liquidation or bankruptcy proceedings, as well as in other cases provided for in the Laws and Regulations, the Client shall be entitled to receive the guaranteed remuneration for the Client's deposits with the Bank in the amount and in the manner provided for in the Laws and Regulations.
- 18.14. The Bank shall establish and determine the provisions of the Terms and Conditions, the Tariffs and the Agreements. The Bank shall have the right to unilaterally amend the Terms and Conditions, Tariffs and/or the provisions of the Agreements without prior notice to the Client, unless otherwise agreed by the Parties. The Client is obliged to independently familiarize himself/herself with the changes to the provisions of the Terms and Conditions, Tariffs and/or Agreements. The provisions of the Terms and Conditions, Tariffs and/or Agreements are available during business hours at the Bank's premises and on the Bank's website.
- 18.15. If changes to the provisions of the Terms and Conditions, Tariffs and/or Agreements apply to Payment Services, the Bank shall inform the Client of the changes to the provisions of the Terms and Conditions, Tariffs and/or Agreements via Internet Bank, in writing, or any other Permanent Medium 2 (two) months before the changes come into effect. The Parties agree that the Client has agreed to the changes if it has not notified the Bank of its objections to the changes and has not requested termination of the relevant Agreement by the proposed effective date of the Terms and Conditions, the Tariffs and/or the Agreement. The Bank may waive the notification period if the changes to the Terms and Conditions and/or Tariffs are favourable to the Client. The imposition of fees for new Banking Operations and/or new Banking Services shall not be considered as a change that worsens the Client's situation.
- 18.16. At the Client's request, the Bank may provide the Client with information on the Terms and Conditions, as well as the information required to be provided in writing or via another Permanent Information Medium in accordance with the provisions of the Laws and Regulations governing the Payments. The Client may also get acquainted with the above information in the Bank's information materials placed in the Bank's premises or on the Bank's website. The Client shall pay the Bank a fee for providing such information in writing.
- 18.17. In case of disputes, disagreements or claims, the text of the Terms and Conditions, other Bank's Regulations and the relevant Transaction Documents, LV legal doctrine and case law in the Latvian language shall prevail.
- 18.18. The headings and numbering in the Terms and Conditions are for ease of reference and convenience only and are not to be used to interpret the text or meaning of the Terms and Conditions.
