

Signet Bank AS

Deposit Terms and Conditions



In effect from 15.02.2023.

1. Terms and Abbreviations

Bank –	Signet Bank AS.
Client –	a natural person or legal entity who has concluded the Agreement with the Bank.
Parties -	the Bank and the Client together.
Agreement -	an agreement between the Parties for the acceptance and servicing of the Deposit, the terms of which are set out in the Application and the Terms and Conditions.
Application -	the Client's application for Deposit.
Terms and Conditions -	these Deposit Terms and Conditions, which set out the procedures for acceptance, servicing and termination of Deposits with the Bank.
Deposit Account -	an account opened by the Bank for the Client for the purpose of crediting the Deposit.
Early Termination Fee -	the fee specified in the Tariffs payable by the Client to the Bank for early termination of the Agreement.
Deposit -	the Client's deposit on the Deposit Account for the term specified in the Agreement with the Deposit Amount specified in the Agreement and the Deposit Interest Rate specified in the Agreement. The Deposit is non-replenishable.
Deposit Interest -	the interest calculated on the Deposit, the amount and payment procedure of which shall be set out in the Agreement. The calculation of interest on the Deposit shall be based on a year, assuming that there are 365 days in a year.
Deposit Acceptance Date -	the date on which the Deposit is credited in full to the Deposit Account.
Deposit Cut-off Date -	the last day of the Deposit Term specified in the Agreement counting from the Deposit Acceptance Date.
Deposit Term -	the term specified in the Agreement for which the Bank accepts the Deposit. The Deposit Term shall commence on the Deposit Acceptance Date.
Tariffs -	the current Tariffs for services of the Bank.
Current Account -	the Client's current account with the Bank to which the Bank pays the Deposit Interest and the Deposit.
Order -	a written instruction from the Client to the Bank for early termination of the Agreement and payment of the Deposit, on the basis of which the Bank shall pay the Deposit to the Client in accordance with the Agreement and the Tariffs.

Internet Bank -	the remote payment service system of the Bank. The Internet Bank login link is on the Bank's website.
RL -	Republic of Latvia.
GBTC -	the General Business Terms and Conditions of the Bank.

2. General Provisions

- 2.1. The relations between the Parties not provided for in the Agreement shall be governed by the GBTC, the relevant provisions governing the Bank's services and the current regulatory enactments in the RL.
- 2.2. The Bank shall not be liable for any errors, inaccuracies or other omissions resulting from the Client's incomplete or incorrectly completed documents and the Order.
- 2.3. The Bank shall not accept funds that have been obtained through illegal means or that the Bank suspects may be related to money laundering and/or the financing of terrorism and proliferation and/or the attempted violation and/or circumvention of international and national sanctions. If such funds have already been deposited and the Bank only subsequently becomes aware that such funds give rise to suspicion of money laundering and/or the financing of terrorism and proliferation and/or the violation and/or circumvention of international and national sanctions or an attempt thereof, the Bank shall be entitled to terminate the Agreement and take such other measures as may be prescribed by the regulatory enactments on money laundering and the prevention of the financing of terrorism and proliferation and the regulatory enactments on international and national sanctions.
- 2.4. The Agreement may be concluded by the Client in person, visiting the Bank, or remotely using the Internet Bank.
- 2.5. The Agreement consists of the Application and the Terms and Conditions. The Application shall be kept at the Bank.
- 2.6. If the Agreement is concluded via the Internet Bank, no paper form of the Agreement shall be drawn up.
- 2.7. The Order submitted to the Bank after the business hours of the Bank shall be deemed to have been submitted on the next business day of the Bank. The execution period of the Order shall commence on the next business day of the Bank following the date of submission of the Order.
- 2.8. If the Agreement provides for payment of the Deposit Interest on a monthly basis, the Deposit Interest shall be paid on the last business day of each month.
- 2.9. The Bank withholds taxes from the Deposit Interest in accordance with regulatory enactments of the RL.

3. Procedure for Crediting, Disbursing of the Deposit and the Deposit Interest

- 3.1. Crediting of the Deposit:
 - 3.1.1. An amount equivalent to the amount of the Deposit shall be held in the Current Account at the time the Application is signed.
 - 3.1.2. If the Bank agrees to accept the Deposit, it shall transfer the Deposit amount from the Current Account to the Deposit Account without notice.
- 3.2. Deposit Interest:
 - 3.2.1. The Bank shall calculate the Deposit Interest on the amount of the Deposit for the actual time it is held in the Deposit Account (each calendar day, including weekends and public holidays).
 - 3.2.2. For the purpose of calculating the Deposit Interest, the Deposit Acceptance Date and the Deposit Cut-off Date shall be deemed to be the same day.
 - 3.2.3. The Deposit Interest shall not be calculated on any Deposit Interest not withdrawn by the Client.
 - 3.2.4. The interest rate of the Deposit shall remain unchanged during the term of the Agreement.
 - 3.2.5. The Deposit Interest shall be transferred to the Current Account in the manner specified in the Agreement.
- 3.3. Disbursing of the Deposit:
 - 3.3.1. The Deposit shall be disbursed to the Client on the Deposit Cut-Off Date by crediting it to the Current Account.

3.4. Early Termination of the Agreement:

- 3.4.1. The Client shall have the right to terminate the Agreement and withdraw the Deposit prior to the expiry of the Deposit Term only in full by submitting the Order to the Bank at least 30 (thirty) days prior to termination of the Agreement. If the Agreement is terminated early at the Client's initiative, the Bank shall not pay any Deposit Interest and shall deduct any Deposit Interest already paid from the amount of the Deposit to be disbursed to the Client or other funds of the Client. Withheld taxes shall not be refunded by the Bank. If the Client submits the Order less than 30 (thirty) days prior to termination of the Agreement, the Bank shall have the right to refuse the Client to terminate the Agreement and disburse the Deposit early. If the Bank agrees to early termination of the Agreement and early disbursement of the Deposit at the Client's initiative without 30 (thirty) days' notice, the Bank shall not pay any Deposit Interest and shall deduct any Deposit Interest already paid on the Deposit and the Early Termination Fee from the amount of the Deposit to be disbursed to the Client or other funds of the Client.
- 3.4.2. The Bank has the right to terminate the Agreement and close the Deposit Account before the Deposit Cut-off Date by notifying the Client. Upon early termination of the Agreement at the Bank's initiative, the Deposit Interest shall be paid for the actual time the Deposit amount is held in the Deposit Account.
- 3.4.3. The Bank shall have the right to terminate the Agreement without prior notice to the Client and close the Deposit Account before the Deposit Cut-off Date (the Bank shall not pay any Deposit Interest and shall deduct the Deposit Interest already paid on the Deposit and the Early Termination Fee from the Deposit amount to be disbursed or other funds of the Client. Withheld taxes shall not be refunded by the Bank):
 - 3.4.3.1. if the Client's funds are subject to recovery in accordance with the current regulatory enactments and regulations of the RL as of the time of recovery. If the amount subject to recovery is less than the Deposit amount, the balance shall be credited to the Current Account;
 - 3.4.3.2. If the Client has any pending obligations to the Bank that are yet to be fulfilled and are due. In this case, the Bank shall deduct the amount of the outstanding obligation from the Deposit amount and the Deposit balance shall be credited to the Current Account.

3.5. Use of the Deposit to Secure Liabilities:

- 3.5.1. If the Client has secured discharge of obligations of the Client or a third party to the Bank using the Deposit, the Agreement shall be automatically extended until the business day of the Bank following the date of full satisfaction of the secured claims, unless the Parties have agreed on other security for discharge of the obligations.
- 3.5.2. The Client shall not have the right to demand or withdraw the Deposit amount or any part thereof, the Deposit Interest or any part thereof, pledge, encumber or otherwise deal with the Deposit amount and the Deposit Interest during the Deposit Term, unless the Parties have agreed on other security for discharge of the obligations.
- 3.5.3. If the Client or a third party fails to satisfy the Bank's claims for which the Deposit serves as collateral, the Bank shall be entitled to use the Deposit and the Deposit Interest to satisfy the secured claims. The Client authorises the Bank to debit the amount of claims from the Deposit Account and credit it to the Bank's account for settlement of claims.

4. Final Provisions

- 4.1. All terms used in the Terms and Conditions shall have the meanings ascribed to them in the GBTC, unless otherwise defined in the Terms and Conditions.
- 4.2. The Parties undertake to settle any dispute, controversy or claim arising out of or relating to this Agreement or relating to its termination, cancellation or invalidity by negotiations. If the Parties have not reached an amicable settlement through negotiations and the Client is a Business Client, the dispute shall be examined by the Arbitration Court of the Association of Commercial Banks of Latvia in Riga in accordance with the Arbitration Rules, the number of arbitrators shall be one, appointed by the Chairman of the Arbitration Court, the language of

proceedings shall be Latvian. The Parties agree that the award of the Arbitration Court of the Association of Commercial Banks of Latvia shall be final and non-appealable.