



JSC "RIETUMU BANKA"  
 VESETAS 7 / RIGA  
 LV-1013 / LATVIA  
 REG. No. 40003074497 / RTMBLV2X  
 BLOOMBERG: RIET  
 TELEPHONE +371 67025555  
 FAX +371 67025588  
 info@rietumu.lv  
 www.rietumu.com

## JSC "RIETUMU BANKA" AND CLIENT AGREEMENT

Riga, date \_\_\_\_/\_\_\_\_/20\_\_\_\_

Approved by the Board of JSC "Rietumu Banka", Minutes No. 36, 21.10.2019

COMPLETE IN BLOCK CAPITALS

The joint stock company "Rietumu Banka", the unified registration No. 40003074497, the legal address: 7 Vesetas Street, Riga, LV-1013, the Republic of Latvia (hereinafter – the Bank), represented by \_\_\_\_\_,  
 on the one part, and \_\_\_\_\_ (hereinafter – the Client)  
(corporate entity: full name / private individual: name, surname)

**To be completed by a citizen / non-citizen of the Republic of Latvia:**

Identity number  
 \_\_\_\_\_

**To be completed by citizens of other countries:**

Passport / Identity document No.  
 \_\_\_\_\_

**To be completed by a corporate entity:**

Registration No.  
 \_\_\_\_\_

Date of birth  
(day/month/year)      \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of issue of passport /  
 identity document  
(day/month/year)      \_\_\_\_/\_\_\_\_/\_\_\_\_

Issuing state and institution  
 of passport / identity document \_\_\_\_\_

Residential / Legal address: \_\_\_\_\_  
(street, house, flat)

City \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

represented by \_\_\_\_\_ (position) \_\_\_\_\_ (name, surname)

who acts on the basis of \_\_\_\_\_

on the other part, the Bank and the Client (hereinafter – the Parties) have concluded the agreement (hereinafter – the Agreement) on the following:

1. The subject matter of the Agreement is the establishment of legal relations between the Parties wherein the Bank delivers services to the Client for Remuneration.
2. The Terms and Conditions of JSC "Rietumu Banka" and Client Agreement (hereinafter – the Terms and Conditions) determine the rights and obligations of the Parties as well as the procedure of providing services of the Bank to the Client. In order to use any services of the Bank, the Client submits a relevant Order to the Bank. The Terms and Conditions constitute an integral part of the Agreement. By signing the Agreement the Client confirms that he/she has read the Terms and Conditions. The current version of the Terms and Conditions is available on the Bank's website www.rietumu.com.
3. The Client confirms that he/she has access to the Internet and agrees that the Bank is entitled to provide non-confidential and/or not personally addressed information to the Client by publishing it on the Bank's website www.rietumu.com.
4. The Client under the Terms and Conditions provides the Client's property in custody of the Bank to the Bank as a Financial Collateral (within the meaning of the Financial Collateral Law of the Republic of Latvia (Finanšu nodrošinājuma likums)) to guarantee and secure the fulfilment of the Client's liabilities.
5. The Client understands and accepts that in case of outstanding obligations on the part of the Client to the Bank which derive from the maintenance of Investment Accounts, the Bank is entitled to use the Assets held as the Financial Collateral in the transactions the Bank performs at its own expense, as well as at the expense of other Clients of the Bank, including but not limited – to pledge, re-pledge, sale, purchase or lend to third parties.
6. The Bank uses the information provided by the Client to the extent and within limits stipulated in the legislation of the Republic of Latvia. The information may be used for marketing and commercial purposes and handed over to persons within the Group of the Bank entities and to other persons in line with the Terms and Conditions.
7. The substantive law of the Republic of Latvia governs the rights and obligations of the Bank and the Client arising from the Agreement.
8. The Parties settle disputes relating to the Agreement in line with the Terms and Conditions.
9. The Agreement takes effect upon its signature by the Parties and is valid for an indefinite period. The Agreement and/or Terms and Conditions can be amended in accordance with the Terms and Conditions.
10. The Parties are entitled to terminate the Agreement in line with the Terms and Conditions.
11. During the term of the Agreement the Client undertakes to ensure that all private individuals who represent the Client in relations with the Bank, including the Client himself (if the Client is a private individual), sign "Electronic Signature Agreement" with the Bank in the version approved by the Bank and fulfil obligations resulting therefrom, and do not terminate it during the term of this Agreement.
12. The Parties sign the Agreement by hand and/or by means of an electronic signature. The method of signing of the Agreement does not influence the legal force of the Agreement and the obligations assumed by the Parties resulting therefrom.

Client represented by \_\_\_\_\_  
(name, surname)

Bank represented by \_\_\_\_\_  
(name, surname)

X  
 \_\_\_\_\_  
(signature)

X  
 \_\_\_\_\_  
(signature)

Rietumu ID \_\_\_\_\_ Test key \_\_\_\_\_

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)



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Riga, date \_\_\_\_/\_\_\_\_/20\_\_\_\_

Approved by the Board of JSC "Rietumu Banka", Minutes No. 36, 21.10.2019

COMPLETE IN BLOCK CAPITALS

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Identity number  
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**To be completed by citizens of other countries:**

Passport / Identity document No.  
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**To be completed by a corporate entity:**

Registration No.  
 \_\_\_\_\_

Date of birth  
(day/month/year)      \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of issue of passport /  
 identity document  
(day/month/year)      \_\_\_\_/\_\_\_\_/\_\_\_\_

Issuing state and institution  
 of passport / identity document \_\_\_\_\_

Residential / Legal address: \_\_\_\_\_  
(street, house, flat)

City \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

represented by \_\_\_\_\_ (position) \_\_\_\_\_ (name, surname)

who acts on the basis of \_\_\_\_\_

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3. The Client confirms that he/she has access to the Internet and agrees that the Bank is entitled to provide non-confidential and/or not personally addressed information to the Client by publishing it on the Bank's website www.rietumu.com.
4. The Client under the Terms and Conditions provides the Client's property in custody of the Bank to the Bank as a Financial Collateral (within the meaning of the Financial Collateral Law of the Republic of Latvia (Finanšu nodrošinājuma likums)) to guarantee and secure the fulfilment of the Client's liabilities.
5. The Client understands and accepts that in case of outstanding obligations on the part of the Client to the Bank which derive from the maintenance of Investment Accounts, the Bank is entitled to use the Assets held as the Financial Collateral in the transactions the Bank performs at its own expense, as well as at the expense of other Clients of the Bank, including but not limited – to pledge, re-pledge, sale, purchase or lend to third parties.
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7. The substantive law of the Republic of Latvia governs the rights and obligations of the Bank and the Client arising from the Agreement.
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12. The Parties sign the Agreement by hand and/or by means of an electronic signature. The method of signing of the Agreement does not influence the legal force of the Agreement and the obligations assumed by the Parties resulting therefrom.

Client represented by \_\_\_\_\_  
(name, surname)

Bank represented by \_\_\_\_\_  
(name, surname)

X  
 \_\_\_\_\_  
(signature)

X  
 \_\_\_\_\_  
(signature)

Rietumu ID \_\_\_\_\_ Test key \_\_\_\_\_

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)



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## CLIENT REGISTRATION CARD CORPORATE ENTITY

Date

Approved by the Board of JSC "Rietumu Banka", Minutes No. 77, 4.11.2022

COMPLETE IN BLOCK CAPITALS

Client  (full name)

Registration No.

Address of the actual location of the company  (street, house, office)

City  Country  Postal code

### CLIENT'S BUSINESS ACTIVITY

Client's principal activity (please indicate specialization)

Client's additional type of activity (please indicate specialization)

Whether a licence or special registration is required for the operation?  No  Yes (please fill in Appendix No. 1)

Please specify whether the Client's activity/service is any of the below specified areas?

- |   |   |
|---|---|
| <input type="checkbox"/> credit institution   | <input type="checkbox"/> insurance company                        |
| <input type="checkbox"/> savings and loans cooperative  | <input type="checkbox"/> reinsurance company                      |
| <input type="checkbox"/> fundraising institutions and lenders (lombard)   | <input type="checkbox"/> insurance mediatory                      |
| <input type="checkbox"/> alternative investment fund manager  | <input type="checkbox"/> payment services provider                |
| <input type="checkbox"/> non-profit organisation (association or fund)  | <input type="checkbox"/> investment management company            |
| <input type="checkbox"/> trade with precious metals and/or gemstones  | <input type="checkbox"/> financial instruments market participant |
| <input type="checkbox"/> trade in arms and/or military equipment  | <input type="checkbox"/> investment services provider             |
| <input type="checkbox"/> intermediation in real estate transactions   | <input type="checkbox"/> pension fund                             |
| <input type="checkbox"/> legal services (if the account will be used for carrying out transactions on behalf of the Client)                                     | <input type="checkbox"/> gambling organisation                    |
| <input type="checkbox"/> accounting services (if the account will be used for carrying out transactions on behalf of the Client)                                | <input type="checkbox"/> collection services                      |
| <input type="checkbox"/> registration and servicing of legal establishments (if the account will be used for carrying out transactions on behalf of the Client) |   |
| <input type="checkbox"/> no   |   |

Detailed description of Client's business activities and planned transactions:

Number of employees

Key countries of purchase of products and services:

Key countries of sale of products and services:

X

(signature of Client's Representative)

**Key partners of purchase of products and services**

(please specify name, registration country, country of business, type of activity, website address):

1. \_\_\_\_\_  
 \_\_\_\_\_

2. \_\_\_\_\_  
 \_\_\_\_\_

3. \_\_\_\_\_  
 \_\_\_\_\_

**Key partners of sale of products and services**

(please specify name, registration country, country of business, type of activity, website address):

1. \_\_\_\_\_  
 \_\_\_\_\_

2. \_\_\_\_\_  
 \_\_\_\_\_

3. \_\_\_\_\_  
 \_\_\_\_\_

**Whether the Client belongs to a group or an association of companies?** No Yes (please specify the composition of the group or association of companies, including the Client's role in the group/association):

Nº	Name of the company	Role in the group/association	Country of registration	Servicing bank
1				
2				
3				

**Does the Client's business activity relate to the Republic of Latvia?** NO (please explain the reason for opening the current account with JSC "Rietumu Banka" in Riga, Republic of Latvia):

\_\_\_\_\_

\_\_\_\_\_

 Yes (please specify): business activity is carried out in the Republic of Latvia office in the Republic of Latvia business partners in the Republic of Latvia employees in the Republic of Latvia company is run from the Republic of Latvia real estate in the Republic of Latvia Client's beneficial owner and/or representative has a passport/identity card or a residence permit in the Republic of Latvia other (please specify) \_\_\_\_\_**Client's relation with the registration country is approved by** (please specify): agreements entered into with partners of the registration country office lease agreement in the registration country employment contracts with employees in the registration country documents approving the ownership of the real estate in the registration country Client's beneficial owner and/or representative has a passport/identity card or a residence permit in the registration country other (please specify) \_\_\_\_\_

X

(signature of Client's Representative)

**IDENTIFICATION OF THE CLIENT AS A POLITICALLY EXPOSED PERSON**

Are/were the Beneficial Owner<sup>1</sup> or the holder of shares of the Client 's company, or the Client 's officials/authorised representatives, and their family members classified as politically exposed persons<sup>2</sup> or members of the family of a politically exposed person<sup>3</sup>, or persons closely related to a politically exposed person<sup>4</sup>?

No  Yes (please fill out the Politically exposed person's identification card)

**DECLARATION IN ACCORDANCE WITH U.S. FATCA**

I hereby certify that corporate entity:  is not  is a tax resident of the United States of America (USA)

**FINANCIAL INFORMATION**

**Sources of funds:**

- investments of company owners
- income and/or interest receivable from business activity
- subsidies (please specify the source) \_\_\_\_\_
- borrowings (please specify the source) \_\_\_\_\_
- other (please specify) \_\_\_\_\_

**Description of planned transactions on the current account(s)**

- Types of payments:**
- state compulsory payments
  - salaries
  - investments
  - administrative costs
  - payments for goods and services
  - loans
  - other (please specify) \_\_\_\_\_

**Transaction currencies:** \_\_\_\_\_ **Average monthly volume of transactions (EUR)** \_\_\_\_\_

**Number of transactions per month** \_\_\_\_\_ **The maximum monthly volume of transactions (EUR)** \_\_\_\_\_

**Volume of payments per month:** to private individuals \_\_\_\_\_ % to corporate entities \_\_\_\_\_ %

**Average monthly cash transactions, including volume of ATM cash withdrawals** \_\_\_\_\_ %

**Please explain the necessity of cash transactions:** \_\_\_\_\_

**Average monthly balance planned on the current account (EUR)** \_\_\_\_\_

**Does the company have to submit regular financial reports in its place of registration or activity?**

No  Yes (please specify the institution, which collects financial reports) \_\_\_\_\_

For what period was the last financial report submitted? \_\_\_\_\_

Is the report available for public access?  Yes \_\_\_\_\_  No  
(please specify the source)

**Whether the Client has accounts in other banks/payment institutions?**

No

Yes (please specify): \_\_\_\_\_ (name of the bank/payment institution) \_\_\_\_\_ (country of registration)

\_\_\_\_\_ (name of the bank/payment institution) \_\_\_\_\_ (country of registration)

**GENERAL INFORMATION**

**Whether the stamp must be used for signing the documents in paper form on behalf of the Client?**  No  Yes\*

\* please fill in Appendix No. 2

<sup>1</sup> **Beneficial owner** – a natural person who owns or controls a client-corporate entity or a legal arrangement, or for whose benefit or in whose interests the business relationship is being established or an individual transaction is being executed, and it is at least:

- a) in respect of corporate entities – a natural person who owns or directly or indirectly controls over 25 per cent of the corporate entity's fixed capital or the voting shares, or who directly or indirectly controls the corporate entity's activity;
- b) in respect of legal establishments – a natural person who owns or in whose interests a legal establishment is created or operates, or who directly or indirectly exercises the control over it, including who is the founder, trustee or supervisor (manager) of this establishment.

X

(signature of Client's Representative)





**Private individuals who directly or indirectly own shares of the Client's company, whose share ownership does not exceed 24.99% of the total number of shares of the Client's company** (please specify):

No.	Name	Surname	Country	Identity number / Date of birth	Ownership %
1					
2					
3					

**Companies that are part of the Client's share ownership structure** (please specify):

No.	Full name	Registration No.	Country of registration	Ownership %
1				
2				
3				

**Is/Was the Beneficial Owner or members of his/her family classified as politically exposed persons<sup>2</sup> or members of the family of a politically exposed person<sup>3</sup>, or persons closely related to a politically exposed person<sup>2</sup>?**

- No
- Yes (please fill out the Politically exposed person's identification card)

**The Beneficial Owner has the following ownership of the Client (corporate entity):**

- direct holding of the Client's (corporate entity's) shares – \_\_\_\_\_ %
- indirect ownership (through another corporate entity) or on the basis of the trust agreement entered into between the Beneficial Owner and the registered owners of corporate entity – \_\_\_\_\_ %
- other (manager, controlling entity) \_\_\_\_\_  
(please specify in detail)

<sup>1</sup> **Beneficial owner** – a natural person who owns or controls a client-corporate entity or a legal arrangement, or for whose benefit or in whose interests the business relationship is being established or an individual transaction is being executed, and it is at least:

a) in respect of corporate entities – a natural person who owns or directly or indirectly controls over 25 per cent of the corporate entity's fixed capital or the voting shares, or who directly or indirectly controls the corporate entity's activity;

b) in respect of legal establishments – a natural person who owns or in whose interests a legal establishment is created or operates, or who directly or indirectly exercises the control over it, including who is the founder, trustee or supervisor (manager) of this establishment.

<sup>2</sup> **Politically exposed person** – a person who is entrusted or has been entrusted with prominent public functions in the Republic of Latvia, in another EU or EEA Member State or a third country, including the head of the state, the head of administrative unit (municipality) of the state, the head of the government, a minister (a deputy minister or an assistant deputy minister, if such a position exists in the state), a state secretary or another high-ranking official in the government or in the administrative unit (municipality) of the state, a member of the parliament or a similar legislative framework, a member of the governing body (board) of a political party, a judge of the constitutional court, a judge of the supreme court or a judge of another court (member of a judicial institution), a member of the council or of the board of the supreme audit institution, a member of the council or of the board of a central bank, an ambassador, a chargé d'affaires, a high-ranking military officer, a member of the council or of the board of a state-owned enterprise, the head (director, deputy director) of an international organization and a member of the board or a person who holds an equivalent position in that organization.

X

(signature of Client's Representative)



<sup>3</sup> **Member of the family of a politically exposed person** – a person who is: a) a spouse of a politically exposed person or a person equivalent to a spouse. A person shall be treated as equivalent to a spouse provided that the laws of the respective country contain a provision for such status, b) a child of a politically exposed person or a child of a spouse of a politically exposed person, or of a person equivalent to a spouse, his/her spouse or a person equivalent to a spouse, c) parents, grandparents and grandchildren of a politically exposed person, d) brothers and sisters of a politically exposed person.

<sup>4</sup> **Person closely related to a politically exposed person** – a private individual who is publicly known to have business relationship or other close relationship with a politically exposed person, or who is a shareholder or a participant in the same commercial company with any politically exposed person, and a private individual that is a sole owner of a legal arrangement that is known to be established for the benefit de facto of any politically exposed person.

JSC "Rietumu Banka" is entitled to request and the Client shall timely provide any information and documents, confirming details provided in the Beneficial Owner's Identification Card.

The Client undertakes to immediately inform JSC "Rietumu Banka" about any changes in the provided information in writing.

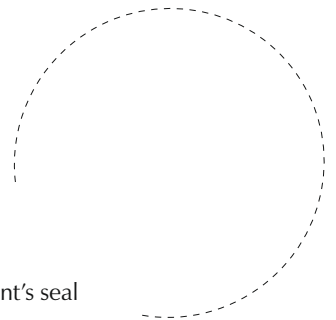
Hereby I confirm that all information provided herein is true.

Hereby I confirm that I am aware of the liability, including criminal responsibility for providing false data or wilful non-disclosure of information.

I acknowledge that I have read and agree to the Client Personal Data Protection Notice (available on the website [www.rietumu.com](http://www.rietumu.com)).

The Client represented by \_\_\_\_\_  
(name, surname)

X \_\_\_\_\_  
(signature)



Rietumu ID \_\_\_\_\_

Test-key \_\_\_\_\_

Client's seal

**TO BE COMPLETED BY BANK EMPLOYEE**

I confirm the identity and signature of the Client's Representative

Passport / Identity document No. \_\_\_\_\_

\_\_\_\_\_  
(name, surname)

X \_\_\_\_\_  
(signature)

Date \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_





3. Name \_\_\_\_\_ Surname \_\_\_\_\_ / / (data of birth)

Please state the country(-ies) and/or place(-s) where the Beneficial Owner is a tax resident<sup>1</sup>, and the taxpayer identification number<sup>2</sup> assigned to the Beneficial Owner as a tax resident:

\_\_\_\_\_ (country or place of tax residency) \_\_\_\_\_ (taxpayer identification number)

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**In case the Client has more than 3 (three) Beneficial Owners, use one more standard form Client's Tax Residency Declaration (in this case do not complete the Sections I and II).**

JSC "Rietumu Banka" must collect, process and annually provide information and data regarding its Clients and/or Beneficial Owners of its clients to the State Revenue Service of the Republic of Latvia within the framework of the Standard for Automatic Exchange of Financial Account Information in Tax Matters in cases and according to the order stipulated by the laws of the Republic of Latvia.

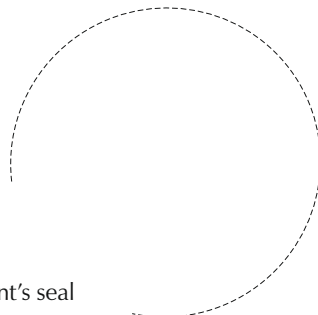
**JSC "Rietumu Banka" is entitled to request from the Client and the Client is obliged to timely provide any information and documents, confirming the details provided above. Furthermore JSC "Rietumu Banka" is entitled to independently verify information provided by the Client.**

**Hereby I confirm that the information provided is true, as well as confirm that all countries and/or places, where the Client and Beneficial Owner(-s) are the tax residents, have been stated. The Client undertakes to immediately inform JSC "Rietumu Banka" about any changes in the above-stated information in writing.**

**Hereby I confirm that I am aware of the liability, including criminal responsibility for providing false data or wilful non-disclosure of information. I acknowledge that I have read and agree to the Client Personal Data Protection Notice (available on the website [www.rietumu.com](http://www.rietumu.com)).**

Client represented by \_\_\_\_\_ (name, surname)

X \_\_\_\_\_ (signature)



Rietumu ID \_\_\_\_\_ Test-key \_\_\_\_\_ Client's seal

**TO BE COMPLETED BY BANK EMPLOYEE**

I confirm the identity and signature of the Client's Representative

Passport / Identity document No. \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_ (signature) Date / / 20

<sup>1</sup> **Tax residency.** According to the explanatory materials and comments prepared by the Organization for Economic Cooperation and Development (hereinafter – OECD) (<http://www.oecd.org/tax/automatic-exchange/>), the Client or the Beneficial Owner of the client in order to determine their tax residency shall be governed by the laws of their country of registration, citizenship or domicile.

In most countries, an individual is usually considered a tax resident of the country where he/she is a citizen, pays income tax or has a permanent place of domicile. In turn, a corporate entity or company is usually considered a tax resident of the country of its establishment, registration, or where the company's permanent executive body is located. Normally a person is not a tax resident of one or another country, if in this country income tax is levied only on income received from the sources on the territory of this country, or from the capital placed therein.

It should be taken into account that each country has its own rules for determination of tax residency both for individuals or companies. There may be situations when a person is a tax resident of several countries (double residence). Additional information on the rules for determination of the tax residency in different countries is available on the OECD website: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#d.en.347760>.

<sup>2</sup> **Taxpayer identification number.** The OECD has developed supporting materials on the structure of taxpayer identification number assigned in different countries, and on the types of public documents usually containing and showing the taxpayer identification number: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/#d.en.347759>.

<sup>3</sup> **Place of effective management of the company.** If a corporate entity or company is not recognized as a tax resident in any country (the company is fiscally transparent), in order to apply the Standard for Automatic Exchange of Financial Account Information in Tax Matters, it is recognized as a resident of the country where the company's permanent executive body (actual management of the company) is located. According to the explanatory materials and comments prepared by the OECD, the place (the office / premises of the company) where the meetings of the company's main (senior) officers (for example, the board of directors, the council, the executive board, general attorneys) take place, in which meeting substantive issues of the management and main activities of the company are considered and resolved, is the place of effective management of the company. In the event of small companies, this place is usually the location of an authorized representative of the company that manages and acts with the company's bank account and financial assets placed on it. Management of the company can be performed out from several places, but the above mentioned substantive and main issues of the company's activities can only be resolved in one place. To determine the place of effective management of a company, it is important to take into account all relevant facts and circumstances.

<sup>4</sup> **VAT** - or value added tax is the consumption tax which is actually paid by the end consumer, when purchasing goods or receiving services. The division of taxable personas are specified in Section 3 of the Value Added Tax Law of the Republic of Latvia.

<sup>5</sup> **VAT payer's number** - VAT or an equivalent number assigned by the country in which the taxpayer carries out economic activity and which for the VAT application purposes allows to identify the taxpayer.

<sup>6</sup> **Active non-financial entity.** In accordance with Section 86 of the Law on Taxes and Duties of the Republic of Latvia:

(1) an active non-financial entity is any non-financial entity (hereinafter – organization) with or without the status of a legal person, which meets at least one of the following criteria (1-8):

1) less than 50 (fifty) per cent of the revenue of the organization in the previous calendar year or another corresponding reporting period are the passive revenue (referred to in Paragraph two of this definition), and less than 50 (fifty) per cent of the assets held by the organization in the previous calendar year or another corresponding reporting period are assets generating passive revenue (referred to in Paragraph two of this definition);

2) stocks of the organization are regularly traded on an organized securities market or the organization is an affiliated entity of another organization, the stocks of which are traded on an organized securities market;

3) the organization is a governmental entity, international organisation, central bank, or an organization that belongs to one of the abovementioned structures;

4) the activities of the organization are mostly related to the holding (wholly or partly) of stocks issued by one or several affiliated entities that carry out trading or other commercial activity that is different from the activities of the financial institution, and the provision of financing and other services to such affiliated entities. The organization may not be deemed an active non-financial entity, if it operates (or declares itself as such) as an investment fund, for example, private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;

5) the organization does not carry out and has not earlier carried out an economic activity, but makes capital investment in assets for the purpose of performing economic activity, which is different from the economic activity of the financial institution, provided that the existence of such organization does not exceed 24 (twenty four) months since its initial date of establishment;

6) the organization has not been a financial institution for the last 5 (five) years and is under liquidation or reorganisation proceedings of assets of the organization for the purpose of continuing or resuming such economic activity that is not economic activity of the financial institution;

7) the organization carries out financing and hedging activities jointly with affiliated entities, which are not financial institutions, or under assignment of such affiliated entities, and does not provide financing or hedging services to organisations, which are not affiliated entities, provided that a group of such affiliated entities is mainly involved in economic activity that is not economic activity of the financial institution;

8) the organization that conforms to all of the following requirements:

- a) it has been established and is operating solely for the purposes related to religion, charity, science, art, culture, sports, or education, or it has been established and is operating in its state of residence and is a professional organisation, business union, commercial chamber, work organisation, agricultural or horticultural organisation, union or organisation of citizens, which is operating only for promotion of collective welfare of the society,
- b) it has been exempted from the income (profit) tax in its state of residence,
- c) it has no shareholders or other stakeholders, which hold the ownership or have other material interest in respect of income or assets of the organization,
- d) in accordance with the legal acts applicable in the state of residence of the organization or documents of incorporation of the organization, income and assets of the organization may not be divided or used for the benefit of an individual or corporate entity, which is not a charity institution, other than pursuant to the conduct of the charitable activities carried out by the organization. The above mentioned division or use other than for charity purposes may take place only in case of the corresponding payment of compensation by the organization for services received or payment of the true market value of the property purchased by the organization,
- e) in accordance with the legal acts applicable in the state of establishment or the state of residence of the organization or documents of incorporation of the organization, in case of liquidation or reorganisation of such organization, all assets of the organization are transferred to the governmental entity or other non-profit organization.

(2) such part of revenue shall be deemed passive revenue of the organization, which is formed by:

- 1) dividends;
- 2) interest payments and payments equivalent thereto;
- 3) rental, lease payments and royalty (except rental, lease payments and royalty within the scope of principal business activity of the organization);
- 4) revenue from annuity contracts;
- 5) revenue obtained as a result of such alienation transactions of financial assets, which generate the revenue referred to in Clause 1, 2, 3, or 4 of this Paragraph (except revenue obtained as a result of principal activity of a financial broker (dealer));
- 6) revenue obtained in transactions (including futures, option contracts, and other similar transactions) with financial assets (except revenue obtained as a result of principal activity of a financial broker (dealer));
- 7) revenue from currency exchange transactions (except revenue obtained as a result of principal activity of a financial broker (dealer));
- 8) revenue from swap transactions (except revenue obtained as a result of principal activity of a financial broker (dealer));
- 9) amounts obtained from cash value insurance contracts;
- 10) other revenue, which by their economic nature are equivalent to the revenue referred to in Clause 1, 2, 3, 4, 5, 6, 7, 8, or 9 of this Paragraph.

In addition to the definition specified in the Law on Taxes and Duties, the explanatory materials and comments prepared by the organization OECD (<http://www.oecd.org/tax/automatic-exchange/>) describe the main types of the companies which meet the status of an active non-financial entity and give a brief description thereof:

- Active companies due to the nature of their income and assets:

*normally companies carrying out their basic and principal activity in the area of production, sales of goods and provision of services;*

- Public companies whose shares are traded on the stock exchange, or the companies closely related to such public companies:

*stock exchange where such shares are traded must be duly authorised by the state supervisory authorities and the shares of the company traded on such a stock exchange shall be regularly traded thereof;*

- State and municipal structures, international organizations, central banks and companies owned by such structures;

- Companies carrying out holding activities:

*this targeted activity of the company should be dominant, i.e., it should occupy at least 80 (eighty) % of other types of activities, while members of the group of companies to which such a company belongs should not conduct activities of the financial institution. The company will not comply with this status if it holds shares/stocks for short-term and speculative purposes;*

- Newly-founded companies (start-ups):

*companies no older than 24 (twenty four) months from the date of their registration/establishment in the register of companies, while the planned principal activity must be of active activity within the meaning of this Appendix to the Declaration;*

- Companies under liquidation or reorganisation;

- Treasury centres that are the part of non-financial group of companies:

*main activity of the company – the provision of financing related to the group of companies, furthermore the participants of this group must not carry out activities of financial institution;*

- Non-profit public organizations and professional associations:

*organizations in the country of establishment or conducting of activities must be exempted from paying the corporate income tax.*

<sup>7</sup> **Passive non-financial entity** – Section 87 of the Law on Taxes and Duties of the Republic of Latvia:

1. a non-financial entity which does not meet the criteria of an active non-financial entity (reference 4 above). Normally such companies are the companies that have prevailing passive income in the total volume of their incoming payments, and financial assets and cash are predominant in their balance sheet;

2. the investment entity located in the country which does not apply the Standard for Automatic Exchange of Financial Account Information in Tax Matters.

<sup>8</sup> **Financial Institution** – a custodial institution, a depository institution, an investment entity, or a specified insurance company (Section 70 of the Law on Taxes and Duties of the Republic of Latvia).

*Custodial institution* means any entity that holds, as a substantial portion of business, financial assets for the account of others.

*Depository institution* means any entity that accepts from other persons deposits and other repayable funds in the ordinary course of banking, the activities of the credit and savings company, the activities of the institution providing payment services, the issuer's activities of electronic money or similar economic activities.

*Investment entity* means any organisation:

1) which primarily conducts as business activity one or more of the following activities or operations for or on behalf of the client:

- a) trading in money market instruments (e.g. cheques, bills of exchange, certificates of deposit, derivatives), foreign currency, exchange rate instruments, interest rate and index instruments, transferable securities or commodity futures traded on a regulated market;
- b) individual and collective investment portfolio management on the basis of issued authorisation;
- c) other investing, administering or managing of financial assets or monetary funds for or on behalf of the client;

2) income of which is primarily attributable to investing, reinvesting or trading in financial assets, if the investment entity is managed by a custodial institution, depository institution, specified insurance company or an investment entity that meets the criteria specified in Paragraph 1 of this definition.

*Specified insurance company* means an insurance company (or the holding company of the insurance company) which offers the service of entering into cash value insurance agreements or annuity contracts, or which is obliged to make payments under such agreements.

*Information specified in this Appendix is provided for information purposes only and is not an exhaustive description of the provisions of the Standard for Automatic Exchange of Financial Account Information in Tax Matters, nor is and can be regarded as legal, tax or other advice or analysis.*

*JSC "Rietumu Banka" is not responsible for information included in this material. In case of any questions in respect of provisions of the Standard for Automatic Exchange of Financial Account Information in Tax Matters and application thereof, we advise you to contact a tax or legal advisor.*



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 info@rietumu.lv  
 www.rietumu.com

## APPLICATION FOR BASIC BANKING SERVICES

Date   /  /   20  

Approved by the Board of JSC "Rietumu Banka", Minutes No. 36, 21.10.2019

COMPLETE IN BLOCK CAPITALS

Client \_\_\_\_\_

(corporate entity: full name / private individual: name, surname)

Upon signing JSC "Rietumu Banka" and Client Agreement please:

review the set of documents of the potential client on an urgent basis, I agree to pay an additional commission according to the Bank's tariffs

Confirm   X   \_\_\_\_\_  
 (Client's signature)

open a current account

send the confirmation on the current account opening to e-mail \_\_\_\_\_

issue a payment card

The Bank opens one card account for the Client and issues an international payment card VISA to the Client or the Client's Representative according to this Application.

VISA Gold     VISA Platinum     VISA Platinum Jurmala     VISA Business  
issued only to the corporate entity    Insurance:     Yes     No  
only VISA Business

Card account currency       Express issue of the Card:     Yes     No

Name and surname on the card                       
(name and surname / company name on the card shall not exceed 21 character, including spaces; only Latin letters are embossed on the card; the corporate entity specifies the cardholder's name and surname)

Company name of the card                       
(company name shall be filled in in Latin letters only, dashes, brackets and other symbols are not allowed)

Voice password                       
(at least 5 characters, Latin letters, no spaces or dashes allowed)

If you wish to set the daily limit of card transactions below the limit set by the Bank, please specify it:

for cash withdrawals in ATMs \_\_\_\_\_ (amount in figures) \_\_\_\_\_ (amount in words)

for other payments \_\_\_\_\_ (amount in figures) \_\_\_\_\_ (amount in words)

once a month on the first day of the month replenish the card account from the Client's current account:

in the amount of \_\_\_\_\_  up to the amount (together with hold amounts)  
(amount in figures) (amount in words)

Place for the receipt of the card: \_\_\_\_\_  
(address for the receipt of the card by courier post and the recipient's phone number / the Bank's representative office or head office of the Bank in Riga)

Set up notifications (M-Bank) \_\_\_\_\_  
(please specify the mobile phone number / e-mail / mobile phone number and e-mail)

account \_\_\_\_\_ (card account / current account / all)     cash flows \_\_\_\_\_ (all transactions / incoming funds / outgoing funds)

a new message in Internet Bank     suspicious card transactions

The Client is aware and agrees that a notification in M-Bank system will be delivered, using the public communications channels and specified contact information, and the text of the notification will be available to the telecommunications services provider and/or communications operators in various countries, including outside the European Union. The Bank will not be liable for losses in respect of an unlawful access and/or use of such information by third parties contrary to the Client's interests.

  X   \_\_\_\_\_  
 (Client's signature)



issue DigiPass 

I confirm that I have received undamaged

\_\_\_\_\_ (serial number of the received device)

I confirm

X

\_\_\_\_\_ (signature of Client's Representative)

send the following number of Mobile DigiPass (please specify)

\_\_\_\_\_ (in digits)

\_\_\_\_\_ (in words)

to the Bank's verified e-mail address \_\_\_\_\_

payment of the commission by payment card – upon activation of Mobile DigiPass

I confirm

X

\_\_\_\_\_ (signature of Client's Representative)

**! If I am the Representative of the Clients in the Bank, I agree that all Identification and authorisation tools I have received will be used for the management of all Clients accounts with the Bank within the framework of my powers.**

I confirm that the above information is true. The Client undertakes to immediately in writing notify JSC "Rietumu Banka" of any changes related to this Application.

The Client is aware and agrees that the Bank will not return the fee for verification of the set of documents of the potential client, and will not accept and review the claims for refusal to open accounts and establish cooperation with the potential client.

I acknowledge that I have read and agree to the Terms and Conditions of JSC "Rietumu Banka" and Client Agreement, the Bank's tariffs and the Client Personal Data Protection Notice (available on the website [www.rietumu.com](http://www.rietumu.com)).

Client represented by \_\_\_\_\_

(name, surname)

X

\_\_\_\_\_ (signature)

Client's seal 

#### TO BE COMPLETED BY BANK EMPLOYEE

I confirm the identity and signature of the Client or the Client's Representative

Passport / Identity document No. \_\_\_\_\_

\_\_\_\_\_ (name, surname)

X

\_\_\_\_\_ (signature)

Date \_\_\_\_/\_\_\_\_/20\_\_\_\_

Current account No. \_\_\_\_\_

Card account No. \_\_\_\_\_

Rietumu ID \_\_\_\_\_

\_\_\_\_\_ (name, surname)

X

\_\_\_\_\_ (signature)

Date \_\_\_\_/\_\_\_\_/20\_\_\_\_



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BANK'S COPY

## BASIC INFORMATION ON THE PROTECTION OF THE STATE-GUARANTEED DEPOSITS

Date     /    /     20    

Approved by the Board of JSC "Rietumu Banka", Minutes No 28, 14.04.2023

COMPLETE IN BLOCK CAPITALS

Guarantees on deposits with a credit institution	Safety of your deposits is guaranteed by the deposit guarantee scheme, which has been established pursuant to the Deposit Guarantee Law. In case of unavailability of deposits at a credit institution, your deposit in the amount of up to EUR 100,000 shall be compensated by the Deposit Guarantee Fund.
Maximum amount of guaranteed compensation and deposits for which the state-guaranteed compensation is not paid	The maximum amount of guaranteed compensation is EUR 100,000 per each depositor per credit institution. The currency of the guaranteed compensation shall be the euro. Payment of the guaranteed compensation shall not apply to the following deposits specified in Section 23 of the Deposit Guarantee Law: 1) deposits of credit institutions; 2) deposits of financial institutions; 3) deposits of municipalities the annual budget of which exceeds EUR 500,000, and of direct management institutions; 4) deposits related to the laundering of proceeds from crime or which are to be recognized as proceeds from crime, if the judgment of conviction has entered into force; 5) deposits of the depositor who is not identified as a client in accordance with the terms of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing; 6) deposits which in accordance with the Law make up an equity of the deposit taker; 7) deposits of insurance companies; 8) deposits of investment brokerage companies; 9) deposits of investment management companies; 10) deposits of private pension funds; 11) deposits of alternative investment fund managers; 12) debt securities issued by a credit institution, as well as liabilities arisen out of its bills of exchange, including drafts; 13) deposits which were not involved in the transactions within last two years after the date of occurrence of the unavailability of deposits, and are worth less than EUR 10.
Maximum amount of additionally guaranteed compensation	In addition to the maximum guaranteed compensation in the amount of EUR 100,000, a depositor is entitled to the guaranteed compensation in the amount of up to EUR 200,000 in accordance with the types of deposits and provisions specified in Section 4 of the Deposit Guarantee Law.
Calculation of guaranteed compensation in case of multiple deposits at the same credit institution	Total of your deposits at the same credit institution shall be aggregated and the maximum amount of guaranteed compensation (EUR 100,000) shall be applied to the total amount.
Calculation of guaranteed compensation in case of a joint deposit with other person(s)	If more than EUR 100,000 are held on the account, the guaranteed compensation in the amount of up to EUR 100,000 shall be applied to each depositor separately provided that this depositor has been identified prior to the date of occurrence of unavailability of deposits. Where the depositor manages the funds due to another person in the depositor's account, the guaranteed remuneration shall be entitled to that person who can demonstrate his or her right of claim on the funds managed by the depositor, provided that the deposit taker has identified that person before the date of the unavailability of the deposits.

<p>Beginning of guaranteed compensation payout process in case of unavailability of deposits and payout of guaranteed compensation to minors</p>	<p>The payment of the guaranteed compensation shall be made for a period of five years from the date of the unavailability of deposits or from the date of termination of the conditions, which are the basis for the refusal of the guaranteed payment specified in Section 27, Paragraph one of the Deposit Guarantee Law.</p> <p>Guaranteed compensation is paid:</p> <ul style="list-style-type: none"> <li>- Starting from the 10th working day after the date of occurrence of unavailability of deposits if unavailability of deposits has occurred from 1st January 2021 and until 31st December 2023.</li> <li>- Starting from the 8th working day after the date of occurrence of unavailability of deposits if unavailability of deposits has occurred after 1st January 2024.</li> </ul> <p>Legal representatives (parents) of minor savers (account owners) or guardians appointed in accordance with the procedures specified in Section 222 of the Civil Law and Section 26 of the Orphan's Courts Law in case of unavailability of deposits, and in accordance with the property interests of the minor person, it is entitled to perform all necessary activities for the receipt of the State guaranteed compensation of the minor in the order specified in regulatory enactments.</p> <p>Persons shall be entitled to receive the guaranteed compensation personally from the time when they reach the age of 18.</p>
<p>Information on the possibility of mutual offset of claims</p>	<p>In the calculation of guaranteed compensation due to a depositor, the depositor's liabilities against credit institution may be taken into account and mutually offset.</p>
<p>Contacts</p>	<p>Bank of Latvia: K.Valdemara iela 2A, Riga, LV-1050, tel. +371 67022300, www.bank.lv</p>

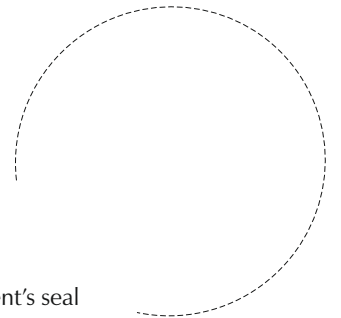
**Client** \_\_\_\_\_  
(corporate entity: full name / private individual: name, surname)

Passport / Identity document / Registration No. \_\_\_\_\_

**The Client hereby confirms that he/she has received and read the Background Information on the Protection of the State-guaranteed Deposits.**

**Client represented by** \_\_\_\_\_  
(name, surname)

X \_\_\_\_\_  
(signature)



**Rietumu ID** \_\_\_\_\_ **Test-key** \_\_\_\_\_ **Client's seal**

**TO BE COMPLETED BY BANK EMPLOYEE**

I confirm the identity and signature of the Client or the Client's Representative.

Passport / Identity document No. \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_  
(name, surname) (signature)



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CLIENT'S COPY

## BASIC INFORMATION ON THE PROTECTION OF THE STATE-GUARANTEED DEPOSITS

Date     /    /     20    

Approved by the Board of JSC "Rietumu Banka", Minutes No 28, 14.04.2023

COMPLETE IN BLOCK CAPITALS

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Maximum amount of guaranteed compensation and deposits for which the state-guaranteed compensation is not paid	The maximum amount of guaranteed compensation is EUR 100,000 per each depositor per credit institution. The currency of the guaranteed compensation shall be the euro. Payment of the guaranteed compensation shall not apply to the following deposits specified in Section 23 of the Deposit Guarantee Law: 1) deposits of credit institutions; 2) deposits of financial institutions; 3) deposits of municipalities the annual budget of which exceeds EUR 500,000, and of direct management institutions; 4) deposits related to the laundering of proceeds from crime or which are to be recognized as proceeds from crime, if the judgment of conviction has entered into force; 5) deposits of the depositor who is not identified as a client in accordance with the terms of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing; 6) deposits which in accordance with the Law make up an equity of the deposit taker; 7) deposits of insurance companies; 8) deposits of investment brokerage companies; 9) deposits of investment management companies; 10) deposits of private pension funds; 11) deposits of alternative investment fund managers; 12) debt securities issued by a credit institution, as well as liabilities arisen out of its bills of exchange, including drafts; 13) deposits which were not involved in the transactions within last two years after the date of occurrence of the unavailability of deposits, and are worth less than EUR 10.
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<p>Information on the possibility of mutual offset of claims</p>	<p>In the calculation of guaranteed compensation due to a depositor, the depositor's liabilities against credit institution may be taken into account and mutually offset.</p>
<p>Contacts</p>	<p>Bank of Latvia: K.Valdemara iela 2A, Riga, LV-1050, tel. +371 67022300, www.bank.lv</p>

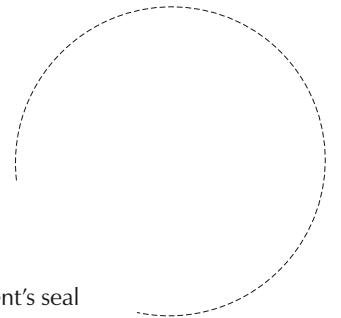
**Client** \_\_\_\_\_  
(corporate entity: full name / private individual: name, surname)

Passport / Identity document / Registration No. \_\_\_\_\_

**The Client hereby confirms that he/she has received and read the Background Information on the Protection of the State-guaranteed Deposits.**

**Client represented by** \_\_\_\_\_  
(name, surname)

X \_\_\_\_\_  
(signature)



**Rietumu ID** \_\_\_\_\_ **Test-key** \_\_\_\_\_ **Client's seal**

**TO BE COMPLETED BY BANK EMPLOYEE**

I confirm the identity and signature of the Client or the Client's Representative.

Passport / Identity document No. \_\_\_\_\_

\_\_\_\_\_  
(name, surname) X \_\_\_\_\_  
(signature) Date \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_



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# CLIENT CERTIFICATION OF OBLIGATION TO OBSERVE NATIONAL AND INTERNATIONAL SANCTIONS

Date      /      / 20    

Approved by the Board of JSC "Rietumu Banka", Minutes No. 77, 4.11.2022

COMPLETE IN BLOCK CAPITALS

**Client** \_\_\_\_\_ (full name)

Passport / Identity document / Registration No. \_\_\_\_\_, hereby affirms, confirms and agrees that within the framework of cooperation with the joint stock company "Rietumu Banka" (hereinafter – the Bank) it/he/she undertakes obligations:

- 1) to meet the legal enactments (including laws, regulations, decisions, resolutions) of the Republic of Latvia, the European Union and the United Nations that include and/or are related to the application of sanctions and other restrictions concerning a range of persons, jurisdictions and territories;
- 2) to comply with legal enactments of the USA that include and/or are related to the application of sanctions and other restrictions, in particular, but not limited to, when sending and receiving money transfers in the currency – US dollars, and/or involving the financial system of the USA, when the Client makes transactions and deals with the financial instruments and securities denominated in US dollars and/or issued by the issuers located at the USA and/or traded on the stock exchanges located at the USA and/or which are kept and accounted in a depository located at the USA and/or these financial instruments are in any manner whatsoever related to the USA within the legal enactments of the USA, and/or other transactions in US dollars; as well as by participating in transactions/deals by persons who are Americans within the scope of USA sanctions laws;
- 3) not to perform activities either intentionally or negligently, either directly or indirectly which violate or which might result in violation of the legal provisions, sanctions and restrictions mentioned in Clause 1 and 2 herein;
- 4) in the course of the activity either intentionally or negligently, either directly or indirectly not to use and not to allow any third party to use any account of the Client with the Bank so that the Bank in any manner whatsoever may be used or involved in violation of the legal provisions, sanctions and restrictions mentioned in Clause 1 and 2 herein;
- 5) not to enter, immediately terminate and not to support business relations with the persons who violate or may be involved in violation of the legal provisions, sanctions and restrictions mentioned in Clause 1 and 2 herein;
- 6) at the first request of the Bank in a form set by the Bank to immediately provide information and documents concerning the Client's business and professional activity, including documents related to the third persons directly or indirectly participating in the Client's transactions.

By signing this Certification the Client recognises and confirms that in the event of violation of the above mentioned clauses of this Certification:

- the Bank is entitled to reject and/or freeze any operations and accounts of the Client with the Bank and immediately, unilaterally and without an approval by the Client, terminate all legal relations with the Client and take other actions stipulated by respective laws and contractual relations between the Bank and the Client;
- the Client is fully legally liable towards the Bank and third parties and undertakes to reimburse the Bank for all damages the Bank incurs due to the Client's fault as a result of such violations;
- the rights of the Bank mentioned in this Certification supplement other rights of the Bank stipulated by JSC "Rietumu Banka" and Client Agreement and Terms and Conditions of JSC "Rietumu Banka" and Client Agreement, and other contractual relations between the Bank and the Client and do not depend on other provisions of such documents. Failure by the Bank to exercise its rights established under this Certification does not imply the Bank's refusal to exercise such rights.

**Client represented by** \_\_\_\_\_

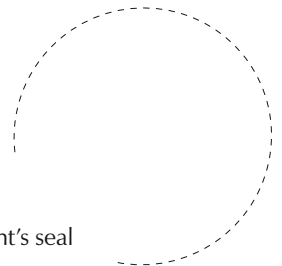
(name, surname)

X

(signature)

**Rietumu ID** \_\_\_\_\_ **Test-key** \_\_\_\_\_

Client's seal



## TO BE COMPLETED BY BANK EMPLOYEE

I confirm the identity and signature of the Client or the Client's Representative

Passport / Identity document No.     

X

(name, surname)

(signature)

Date      /      / 20