

TERMS AND CONDITIONS OF ELECTRONIC SIGNATURE AGREEMENT

The Terms and Conditions of Electronic Signature Agreement (hereinafter – the Terms and Conditions) regulate the relationship between the Bank and User of the Electronic Signature. The Terms and Conditions constitute an integral part of Electronic Signature Agreement. If another agreement concluded between the Bank and the User provide for a different procedure, the provisions of such agreement shall prevail over the Terms and Conditions.

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1. Terms

All terms not defined by the Terms and Conditions have the meaning given them by the rules of law of the Republic of Latvia. The terms defined in the “Terms” Section in singular and plural shall be interpreted equally.

Agreement - Electronic Signature Agreement.

Bank – joint stock company “Rietumu Banka” registration No. 40003074497, the legal address: 7 Vesetas Street, Riga, LV-1013, the Republic of Latvia, website: www.rietumu.com, e-mail address: info@rietumu.lv

Bank’s Losses – any expenses, debts, losses of the Bank, Penalties, unenforceable liabilities of third parties, and lost profits and damage to the Bank’s reputation.

Client – a private individual or a corporate entity, or a legal arrangement, or an association of such individuals/entities/arrangements to whom the Bank provides financial services under the JSC “Rietumu Banka” and Client Agreement.

Client’s Representative – a person who is entitled to represent the Client in legal relations with the Bank within the scope of the authorisation granted to him/her.

Counterparty – a third party which carries out an identification of the User and/or ensures the signing of the documents by the User with a Qualified Electronic Signature.

Due Certification – the certification of documents made by a competent public officer as

follows:

- additional certification in the form of legalisation or "Apostille" is not required if the documents are issued in the member states of the European Union, the European Economic Area, the United Kingdom of Great Britain and Northern Ireland (except for its overseas territories) or the Swiss Confederation (hereinafter – Exception Countries);
- documents need to be certified with "Apostille" if they are issued in the signatory countries of the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents (except the Exception Countries);
- documents have to be legalized in accordance with the procedure established by the laws and regulations of countries if they are issued in the countries that are not signatories of the Hague Convention, or in the countries that are not Exception Countries.

Electronic Signature – a signature generated based on the algorithm set by the Bank using the Identification and Authorisation Tools. The Electronic Signature has the same legal force as a handwritten (physical) signature.

Identification and Authorisation Tools:

- DigiPass OTP (One Time Password) – an OTP generation device;
- DigiPass – an OTP and Test Key generation device;
- Mobile DigiPass – a software installed on a mobile device to generate the OTP and Test Key;
- TCT – an individual Test Code Table;
- DC (Digital Certificate) – a digital certificate used to authorise the orders in the Internet Bank.

Internet Bank – a communication channel between the User and the Bank supported by the Bank for exchange of information and documents.

JSC "Rietumu Banka" and Client Agreement – an agreement in the wording approved by the Bank about the provision of financial services by the Bank to the Client, the integral part whereof constitute the Terms and Conditions of JSC "Rietumu Banka" and Client Agreement.

OTP – a one-time digital password acquired via DigiPass OTP, DigiPass or a Mobile DigiPass.

Party/Parties – the User and the Bank either alone or jointly.

Penalty – a penalty provided by Article 1716 of the Civil Law of the Republic of Latvia (*Civillikums*).

QR Code – a graphical code for installation of Mobile DigiPass on a mobile device, reading of which is carried out through the mobile application Internet Bank.

Qualified Electronic Signature – an electronic signature in accordance with point 12 of Article 3 of the Regulation (EU) No. 910/2014 of the European Parliament and of the Council.

Remote Banking Systems – Internet Bank and other systems stipulated in the JSC "Rietumu Banka" and Client Agreement which allow the User to remotely interact with the Bank.

Remuneration – commission fees and payment for services of the Bank in accordance with the Tariffs or an agreement between the Bank and the User, and the Penalty, fines, interest and other payments by the User for the benefit of the Bank.

Rietumu ID – an identification number assigned by the Bank.

Tariffs – a list of Remunerations published on the website of the Bank www.rietumu.com.

Test Key – a digital code calculated using a TCT, DigiPass or Mobile DigiPass using the algorithm set by the Bank.

User – a private individual who has entered into the Agreement with the Bank.

Working Hours – the hours when the Bank performs the servicing of Users.

Working Day – the working hours specified by the Bank on a day that is not a Saturday, Sunday or a public holiday specified in the legislation of the Republic of Latvia.

2. The User's Identification

2.1. When signing the Agreement, the Bank identifies the User according to the laws and regulations of the Republic of Latvia, the European Union and the internal documents of the Bank.

2.2. The User is obligated to provide the Bank with the following information and documents:

2.2.1. those mandatory to be submitted under the rules of law of the Republic of Latvia, the European Union and/or other countries;

2.2.2. those regarding the User, his/her location and residential address, nature of operations, contact information and other information;

2.2.3. those evidencing the identity of the User. The User must monitor the validity periods of the submitted personal identification documents. The User must monitor the validity of the submitted identity documents. The User must submit new identity documents before previously submitted ones expire.

2.3. The User is obliged to immediately inform the Bank in writing of any changes in:

2.3.1. the User's status, scope of authorization, capacity to act;

2.3.2. any documents and information previously provided to the Bank.

2.4. If the User fails to fulfil his/her obligations regarding the submission of information or documents to the Bank, the Bank is entitled:

2.4.1. to debit the Remuneration from the User;

2.4.2. to obtain information from public and private registers and cover the related expenses from the User's funds;

2.4.3. to restrict or terminate the use of Electronic Signature and/or the Remote Banking Systems, until the User has eliminated such infringements and duly fulfilled his/her obligations towards the Bank.

2.5. The User is liable for the completeness and accuracy of the information provided to the Bank. The Bank sets the term for reviewing and analysing the information provided by the User as well as determines whether the information provided by the User is sufficient.

2.6. The User enters into legal relations with the Bank personally and is not entitled to sign the Agreement through attorneys.

2.7. The User is liable for any consequences and losses incurred due to the incapacity of the User.

2.8. The Bank has the right to refuse to accept documents that are not drawn up in Latvian language and to request a translation from the User.

2.9. The Counterparty interacts with the User in the languages specified by the Counterparty. Description of the interaction process is available on the Bank's website www.rietumu.com.

2.10. The Bank uses the signature reproduced in the identity document as the signature specimen of the User. If several documents are submitted, the Bank is entitled to use any of them.

3. Issuing of Rietumu ID and Identification and Authorisation Tools

3.1. The Bank assigns to the User the Rietumu ID and issues the Mobile DigiPass. The User uses the Rietumu ID and the Mobile DigiPass for access to the Internet Bank and creation of the Electronic Signature.

3.2. After the User has signed the Agreement and submitted it to the Bank, the Bank sends to the User's contact details specified in the Agreement:

3.2.1. to the telephone number – a short text message with Rietumu ID number;

3.2.2. to the e-mail address – a link to the section of the Bank's website, where the QR Code of the User is available. The link expires 72 hours after the moment of sending.

3.3. If the User did not receive Rietumu ID or QR Code, or failed to install Mobile DigiPass, he/she shall contact the Bank and follow the instructions given by the Bank. The Bank is entitled to request from the User a re-identification and re-signing of the documents at the User's expense.

3.4. The Bank in accordance with the Clause 3.2 of the Terms and Conditions will send the Rietumu ID and the Mobile DigiPass to the User through open electronic communication channel. The Bank is not responsible for unauthorized access by third parties to the transmitted information.

3.5. After assigning to the User a new Rietumu ID or keeping one of the previous Rietumu ID numbers based on the Clause 3.7. of the Terms and Conditions, the Bank blocks all other Rietumu IDs. The User shall preclude access of third parties to these tools until those are actually blocked.

3.6. If the User is signing the Agreement in the presence of the Bank's employee, or if User is a Client, the Bank is entitled to assign to the User the Rietumu ID and/or Identification and Authorisation Tools without using the procedure described in Clauses 3.1. – 3.5. of the Terms and Conditions.

3.7. If the User is a Client, the Bank is entitled, but not obliged, to keep for the User the previous Rietumu ID number and associated Identification and Authorisation Tools.

3.8. The Bank is entitled to provide the User access to other Remote Banking Systems apart from the Internet Bank, as well as issue any Identification and Authorisation Tools.

3.9. When signing the Agreement with a Qualified Electronic Signature, the User:

3.9.1. accepts to the rules of the Counterparty;

3.9.2. confirms that Qualified Electronic Signature does not contain any restrictions, including, but not limited to, in respect of purposes of its use, powers of the User, volume of transactions and operations.

3.10. The User is liable for:

3.10.1. confidentiality of the process of video identification;

3.10.2. security of the User's devices, through which the Agreement is being signed or video identification is taking place;

3.10.3. devices and/or communication channels of the User.

3.11. Before the moment of signing of the Agreement by the Bank, obligations of the Bank stipulated by the Agreement and the Terms and Conditions do not arise.

4. Procedure of using Electronic Signature

4.1. The User is entitled to use the Electronic Signature for signing of documents and use the Internet Bank as a communication channel with the Bank. For these purposes the User:

4.1.1. indicates Rietumu ID and OTP for identification when logging into the Internet Bank;

4.1.2. indicates Rietumu ID and Test Key for signing the JSC "Rietumu Banka" and Client Agreement;

4.1.3. indicates Rietumu ID and Test Key and/or OTP and/or DC (Digital Certificate) according to the requirements by the Bank for signing other document or information.

4.2. The User can enable 'Push Notifications' mode in the Mobile DigiPass. Then notifications requesting confirmation of the actions performed by the User in the Internet Bank will be delivered to the mobile device automatically. Upon successful confirmation of the request, the Mobile DigiPass automatically generates and sends to the Bank the OTP or the Test Key necessary for entering the Internet Bank or signing of the documents.

4.3. The Bank is entitled to change without a prior notification the order of using the Identification and Authorisation Tools and the Remote Banking Systems.

4.4. The Electronic Signature may be used by the User for signing of any documents and concluding any transactions without restrictions in respect to amounts and terms, including, but not limited to, signing of the JSC "Rietumu Banka" and Client Agreement. The User may transfer

to the Bank the signed documents through the Internet Bank, and via other communication channels approved by the Bank.

4.5. The procedure of the use of the Electronic Signature, Remote Banking Systems and Identification and Authorisation Tools within the framework of providing services to the Client on the basis of JSC "Rietumu Banka" and Client Agreement is regulated by JSC "Rietumu Banka" and Client Agreement.

4.6. The Bank is entitled, without specifying the reasons, refuse to accept any documents and/or information signed with the Electronic Signature, and request their signing by the User in other form. The Bank sets requirements for the form and processing of the documents and information received from the User.

4.7. The Bank is entitled not to accept for execution documents and information from the User, without specifying reasons.

4.8. The Bank is entitled without notification restrict access by the User to the Remote Banking Systems if:

4.8.1. the validity term of the identity document of the User has expired;

4.8.2. the User failed to update the version of software used on a mobile device;

4.8.3. the User did not receive or fails to update the Identification and Authorisation Tools;

4.8.4. the User did not pay the Remuneration;

4.8.5. the Bank has evidence or suspicion that the User's actions fail to comply with the requirements of laws of the Republic of Latvia, the European Union, internal regulations of the Bank, the Agreement, the Terms and Conditions, and/or the JSC "Rietumu Banka" and the Client Agreement.

4.9. The Bank accepts documents from the User during the Working Hours. The Parties have the right to agree on another time for accepting the documents.

4.10. The Bank is not liable for consequences arising out of:

4.10.1. the errors in the details of the User's documents;

4.10.2. misinterpretation of documents;

4.10.3. unclear, incomplete or inaccurate documents;

4.10.4. incorrectly executed documents;

4.10.5. distortion of the text of documents, and for other reasons beyond the control of the Bank.

4.11. The Bank is entitled to change the procedures and order of identification and authorisation. The Bank has the right not to accept the documents which were submitted violating the order set by the Bank.

4.12. The Bank determines types of the orders that can be submitted by phone. The Bank makes audio records of the orders submitted by phone.

4.13. An audio record of the User's orders submitted by phone is a legal proof alongside with a printout of an e-mail or the Internet Bank. The Bank is entitled, at its own discretion, to refuse to accept the order by phone and require an additional written confirmation.

4.14. The Bank is not liable for losses caused to the User due to abuse, falsification or fraud by third parties.

4.15. The User is liable for access to systems and the confidentiality of security features.

4.16. The User is liable for keeping the Identification and Authorisation Tools, passwords, codes, identifiers safe and secret. If third parties gain access to information and tools specified in this Clause, the User is obliged to notify the Bank in writing without delay.

4.17. The Bank is entitled to refrain from executing the orders and accepting the documents from the User in any of the following circumstances:

4.17.1. order or documents have been submitted without complying with the requirements of the Terms and Conditions;

4.17.2. the text of the orders or documents is illegible or incorrect;

- 4.17.3. the order or documents do not contain all the information necessary for the execution of transactions;
- 4.17.4. the User has a debt to the Bank as a result of the non-fulfilment of the User's obligations under the Terms and Conditions or other documents;
- 4.17.5. the circumstances beyond the control of the Bank have occurred that hinder the execution of the orders or documents;
- 4.17.6. orders or documents are technically non-executable;
- 4.17.7. the execution of the orders or accepting of documents may result in the Bank's Losses;
- 4.17.8. the orders or documents contradict the rules of law of the Republic of Latvia;
- 4.17.9. the Bank doubts the validity of the orders or documents;
- 4.17.10. the Bank is not liable for losses the User might incur as a result of such non-execution of orders or non-acceptance of documents.

4.18. The User is obliged to independently control and follow the status of execution or acceptance for execution of the documents or orders.

4.19. The Bank is entitled request the User to undergo a face-to-face identification in the Bank within the specified term. The Bank is entitled to restrict access to Remote Banking Systems and not execute orders until face-to-face identification is performed. The expenses incurred in respect of undergoing the face-to-face identification are covered by the User.

5. Remuneration for Services of the Bank

5.1. The User pays to the Bank a Remuneration for the identification services, for issuing, servicing, replacing of Rietumu ID and the Identification and Authorisation Tools, for using the Remote Banking Systems and Electronic Signature, and other services in accordance with the Tariffs. The User shall get acquainted with the Tariffs, exchange rates and interest rates before applying to the Bank.

5.2. The Bank is entitled to unilaterally amend the Tariffs, the Remuneration and their payment procedure. The Bank shall notify the User of these changes 5 Working Days before the amendments take effect unless the legislation of the Republic of Latvia stipulates another period of time.

5.3. The Bank is entitled, at its own discretion, to unilaterally set or cancel an individual amount of the Remuneration in respect to the User.

5.4. The Remuneration is withheld from the User until User's liabilities to the Bank against the User are discharged in full.

6. Confidentiality

6.1. The Bank complies with the confidentiality requirements in accordance with the laws of the Republic of Latvia and the European Union. For communication with the User the Bank uses contact information specified in the Agreement or corresponding orders.

6.2. The Bank discloses information about the User, as well as other confidential information to the:

- 6.2.1. User and his/her representatives;
- 6.2.2. state institutions, courts, as well as other competent authorities and officials;
- 6.2.3. Counterparties and persons involved in transactions carried out by the User;
- 6.2.4. outsourced service providers, auditors and inspectors;
- 6.2.5. persons related to the Bank;
- 6.2.6. other third parties.

The Bank shall disclose the information if such disclosure is required pursuant to the Terms and Conditions, laws and regulations of the Republic of Latvia, the European Union or other countries, the regulations of the Counterparties or other third parties

6.3. The User is obligated to ensure confidentiality of any information obtained from the Bank. This applies to information about the Bank, the Counterparties, their technology, intellectual property, planned cooperation, and individual transaction conditions. The User undertakes not to disclose the above-mentioned information to any third party, if it is not allowed by the Terms and

Conditions or the laws and regulations. The User undertakes to maintain security precautions to prevent unauthorized disclosure, use or loss of information.

6.4. The Bank processes the personal data of the User and other private individuals. The information about data processing is provided in the Client Personal Data Processing Notice (available at www.rietumu.com). The Bank is entitled to amend the said notice unilaterally without providing a notification on the same.

6.5. The User confirms the following:

6.5.1. the User will comply with the requirements of the laws and regulations on the personal data protection;

6.5.2. all persons whose data is provided by the User to the Bank have read the Client Personal Data Processing Notice (available at www.rietumu.com) and agree to provision of their data to the Bank;

6.5.3. immediately upon the Bank's request, the User will supply the documents evidencing the lawfulness of providing the personal data;

6.5.4. the User will reimburse the Bank's Losses related to violation of Clause 6.5. of the Terms and Conditions.

6.6. The Bank is not liable for any actions of third parties with the information of the User or related natural persons, including its further disclosure, use, storage or transferring of the information.

6.7. The Bank is entitled to use post, e-mail, telephone and other communication channels for sending the information related to the User. The Bank is not liable for damages resulting from the unauthorized access by third parties to the information sent.

6.8. Information and reports provided by the Bank may be sent to the User via open electronic communication channels.

6.9. Information that is not individually addressed to the User may be published on the Bank's website www.rietumu.com or in the official gazette "Latvijas Vēstnesis".

6.10. The following is deemed by the Parties to be the day when the User receives information from the Bank:

6.10.1. the day on which the Bank sends the information via the Remote Banking Systems, e-mail or provides the same by phone;

6.10.2. the 14th day after the date of dispatch recorded on the post office receipt or in the supporting document;

6.10.3. the day on which the information is provided on the website of the Bank or published in the official gazette "Latvijas Vēstnesis".

6.11. The User is obligated:

6.11.1. to check the information published on the Bank's website www.rietumu.com and Remote Banking Systems on a regular basis, at least once a week;

6.11.2. familiarize themselves with the amendments to the Terms and Conditions, the Tariffs or Agreement.

7. Liability of the Parties

7.1. The Bank is liable only for losses directly caused to the User as a result of the Bank's intentional breach.

7.2. The Bank does not cover indirect damages, including unearned profit.

7.3. The Bank is not liable for losses incurred as a result of actions or failures to act of third parties, including Counterparties, as well as for their financial standing or the availability and quality of services provided.

7.4. The Bank is not liable for losses or default if:

7.4.1. the User's order has not been executed or has been delayed due to reasons beyond the control of the Bank, including the operation of third parties, systems or infrastructure;

7.4.2. blocking, freezing of the assets of the User or impossibility to recover those as a result of activities of the Counterparties;

7.4.3. losses have occurred as a result of force majeure, market disruptions, technical failures, cyberattacks or other circumstances beyond the control of the Bank.

7.5. The Bank is not liable for any User's obligations towards third parties.

7.6. The User reimburses all Bank's Losses incurred as a result of the execution of orders or the User's failure to fulfil his/her obligations.

7.7. The Bank does not provide financial, tax, legal and investment advice. Any market or analytical information provided by the Bank is for informational purposes only, and the User assumes full responsibility for his/her own investment decisions and the risks associated with them.

7.8. The User is responsible for fulfilling tax obligations in his/her country of tax residence. The Bank is entitled to withhold taxes from the User in accordance with the requirements of the laws and regulations of the Republic of Latvia and the country of the User's tax residency. Should the User withhold tax from the payments due to the Bank, the User is obliged to provide to the Bank with the certificate from the tax authorities of the country of the User's tax residency on the taxes withheld.

7.9. The User undertakes to comply with all laws and regulations that are applicable to the User and the Bank. The User confirms that his/her activities in the Bank will be lawful. The User shall not perform actions or give orders that violate or circumvent the laws and regulations applicable to the User and the Bank, including the laws and regulations of the Republic of Latvia, the European Union, and international laws, as well as the laws of the country of residence of the User.

7.10. If the Bank does not exercise its rights stipulated in the Terms and Conditions, or exercises them partially or late, it shall not be deemed a waiver of those rights and shall not limit their further exercise by the Bank.

8. Force Majeure

8.1. The Bank shall not be liable for a full or partial failure to discharge obligations, improper fulfilment or delay in fulfilment of obligations caused by force majeure events, including, but not limited to:

8.1.1. natural disasters, fire, flood, an earthquake, epidemic, pandemic, warfare, terror acts, mass riots and strikes or other extraordinary and unavoidable circumstances;

8.1.2. moratorium, sanctions, restrictions or other measures imposed by government authorities, courts, central banks, international organizations or Counterparties;

8.1.3. malfunctions of computers, communications systems, hardware, payment, settlement or other systems, technical failures, cyber-attacks or software failures;

8.1.4. power supply, data transmission or other utilities malfunctions or emergencies;

8.1.5. decisions or activities of public authorities, international organizations, or Counterparties;

8.1.6. financial market collapse, distortions, serious constraints, closure, or industry crisis;

8.1.7. amendments to the laws and regulations affecting the fulfilment of obligations by the Bank.

9. Effectiveness of the Terms and Conditions and Amendments thereof

9.1. The text of Terms and Conditions approved by the Bank in Latvian language has prevailing force. The current version of the Agreement and the Terms and Conditions are available on the website of the Bank www.rietumu.com

9.2. The Bank is entitled to unilaterally amend any provision of the Terms and Conditions or the Agreement notifying the User thereof 10 days before the new wording comes into effect, unless another provision of the Terms and Conditions or the laws and regulations of the Republic of Latvia and/or the European Union stipulate another time limit. If the User does not agree with the amendments, he/she is entitled to refuse the services of the Bank until the date the amendments come into effect. If the User does not terminate the relationship with the Bank or continues to use the Bank's services until the date the amendments come into force it is considered that the User has agreed to such amendments.

9.3. Notice of changes to the Terms and Conditions and new wording of the Terms and Conditions are published on the Bank's website www.rietumu.com.

9.4. If any of the provisions of the Terms and Conditions or the Agreement become void, it does not affect the validity of other provisions of the Terms and Conditions or the Agreement. The Bank unilaterally excludes the invalid provision from the Terms and Conditions or the Agreement, or replaces it with a valid provision which the Bank notifies to the User.

9.5. The Terms and Conditions shall enter into force upon the Parties' signing of the Agreement.

10. Assignment of Rights and Obligations

10.1. The Bank continues providing the services until a document evidencing the User's death is submitted to the Bank. The following shall be deemed such a document:

10.1.1. a death certificate;

10.1.2. a request from a public authority or official regarding the User's death, or a court decision.

10.2. In case of the User's death, his/her rights and obligations are assigned to his/her heir. The heir shall submit the document evidencing the right to inheritance to the Bank. The Bank sets the time limit for consideration and analysis of the information provided by the heir and decides whether the information provided by the heir is sufficient.

10.3. The User's heirs shall fulfil the User's obligations to the Bank in priority to the User's other obligations to third parties.

10.4. The User's heirs, guardians, insolvency administrators and other successors in title are not entitled to use the Electronic Signature issued to the User.

10.5. The Bank is entitled to transfer its rights to third parties.

11. Claim and Dispute Settlement

11.1. The Bank gives a written reply to the User's written applications and complaints about the services provided within 30 days from the day of receipt of this application or complaint. If the User is regarded as a consumer under the laws and regulations of the Republic of Latvia, the reply is provided within 15 days. The Bank is entitled to extend the time of providing the reply, notifying the User of the same in writing. Procedure of dispute resolution is available on the Bank's website www.rietumu.com.

11.2. If a legal restriction of communication or correspondence is imposed on the User in the Republic of Latvia or abroad, the application or the complaint:

11.2.1. must be sent in accordance with the imposed restrictions and the established procedure;

11.2.2. must contain all necessary details.

11.3. The Bank is entitled not to register the application or the complaint, and not to respond to it if the same:

11.3.1. is received from a person, that is not a User;

11.3.2. is anonymous or is not signed;

11.3.3. has content that is clearly insulting or provocative, text is not readable or understandable, or the answer has already been given before;

11.3.4. does not meet the requirements of Clause 11.2. hereof.

11.4. All documents and information provided by the User to the Bank may be used by the Bank as evidence for resolving the disputes.

11.5. The legal relations between the Parties shall be governed by the legal regulations of the Republic of Latvia.

11.5.1. Any dispute between the Parties arising out of the Agreement or the Terms and Conditions and/or any claim arising out of or in connection with the Agreement or the Terms and Conditions and/or its performance, infringement, termination and/or validity shall be settled at the discretion of the plaintiff by a respective court of the Republic of Latvia according to the

jurisdiction (if the User is not a resident of the Republic of Latvia – Riga city court) or by the Baltic International Arbitration Court, in Riga, registration No. 40003759437.

11.5.2. In case the dispute is referred for arbitration to the Baltic International Arbitration Court in Riga, it shall be conducted and settled in accordance with the Rules of the Baltic International Arbitration Court. Provisions of the Rules of the Baltic International Arbitration Court are deemed to be included in the Agreement and Terms and Conditions. The Arbitration Court award is mandatory for the Parties and shall be executed before the due dates specified therein. The Arbitration Court shall consist of 1 (one) Arbitrator. The Arbitrator shall be appointed in accordance with the Rules of the Baltic International Arbitration Court. The dispute referred to the Baltic International Arbitration Court shall be considered in the Latvian language.

11.6. The Bank is entitled to protect its rights and interests in the countries of the User's residence or place of business. Clause 11.5. of the Terms and Conditions shall not prejudice the Bank's rights:

11.6.1. to bring actions, file complaints in respect of the User in any country;

11.6.2. to otherwise protect its rights and interests abroad.

12. Termination of the Parties' Relations

12.1. The Bank or the User are entitled to terminate the Agreement by notifying the other Party in writing 10 days before the date of termination, unless the Terms and Conditions or the laws of the Republic of Latvia stipulate otherwise. The User is entitled to terminate the Agreement only on a condition that on the date of termination of the Agreement:

12.1.1. the User terminates the JSC "Rietumu Bank" and Client Agreement (if the User is a Client);

12.1.2. the User's authority to represent a Client is terminated (if the User is a Client's Representative);

12.1.3. the User is not in any other contractual relationship with the Bank, which require that the User has the possibility to use the Electronic Signature.

12.2. The Bank is entitled to unilaterally terminate the use of the Electronic Signature or access to the Remote Banking Systems or terminate the Agreement immediately if the Bank has information or suspicion about the following:

12.2.1. the User's activities fail to comply with the requirements of the laws and regulations of the Republic of Latvia, the European Union, the internal regulations of the Bank, the Agreement or the Terms and Conditions;

12.2.2. the User commits legally punishable, dishonest or unethical act towards the Bank or third parties;

12.2.3. further cooperation with the User will harm the Bank's reputation or will result in the Bank's Losses;

12.2.4. the Bank terminates the JSC "Rietumu Banka" and Client Agreement or other agreement.

12.3. Neither the documents received by the Bank during the cooperation nor copies of such documents are supplied by the Bank to the User.

12.4. The Bank shall make the decisions referred to in Chapter 12 of the Terms and Conditions independently and without consultation with the User. The Bank shall have the right not to indicate the reason for the termination or suspension of the Agreement or service.