

TERMS AND CONDITIONS OF JSC "RIETUMU BANKA" AND CLIENT AGREEMENT

The Terms and Conditions of JSC "Rietumu Banka" and Client Agreement (hereinafter – "Terms and Conditions") regulate the procedure of the delivery of financial services and the performance of banking operations and constitute an integral part of JSC "Rietumu Banka" and Client Agreement (hereinafter – "Agreement") unless other signed agreements between the Bank and the Client stipulate another regulatory order of their legal relations. Provisions of these agreements have precedence over the Terms and Conditions.

Provisions of Section II "Delivery of Basic Services of the Bank" and Section III "Opening and Maintenance of Investment Accounts" have precedence over provisions of Section I "General Regulations".

Section I. General Regulations

1. Basic Terms

All terms not defined by the Terms and Conditions have the meaning given to them by the corresponding norms of law of the Republic of Latvia. Except where the Terms and Conditions stipulate otherwise, the terms in the section "Basic Terms" defined in singular have the same meaning in plural, as well as the terms defined in plural have the same meaning in singular.

Assets – all cash funds and Financial Instruments and other resources held on all Client's accounts with the Bank or in custody of the Bank according to the concluded transaction.

Bank – the joint stock company "Rietumu Banka" registered in the Register of Enterprises of the Republic of Latvia on May 14, 1992, registered in the Commercial Register of the Republic of Latvia on November 11, 2004 under the unified registration No. 40003074497, its legal address: 7 Vesetas Street, Riga, LV-1013, the Republic of Latvia. The licence for credit institution activity has been re-registered on 22 April 2008 by the Financial and Capital Market Commission. The number of the Licences Register 06.01.04.018/245.

Bank's Losses – any uncovered expenses, debts, losses and commitments to third parties, Penalties and fees, unenforceable liabilities of third parties, as well as lost profits and damage to the Bank's reputation.

Client – a private individual or a corporate entity or an association of those individuals or entities, to whom the Bank provides services under the Agreement.

Client's Representative – a person who is entitled to deal with the Assets and/or submit Orders on behalf of the Client and receive information provided for the Client and otherwise represent the Client in his/her relations with the Bank within the framework of his/her authorisation.

Counterparty – a third party through whose mediation the Bank executes Orders and provides the custody of Assets.

Due Certification – the verification of documents made by a competent public officer taking

into account that:

- certification needs no additional conformation for countries the Republic of Latvia has signed a treaty on legal assistance with;
- certification needs no additional conformation for member states of the European Union, the European Economic Area and the Swiss Confederation;
- certification needs to be certified with an apostille for signatory countries of the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents (except for member states of the European Union, the European Economic Area and the Swiss Confederation);
- certification has to be additionally legalised for countries that are not signatories of the Hague Convention and have no treaty on legal assistance signed or that are not member states of the European Union, the European Economic Area and the Swiss Confederation.

Electronic Signature – a signature generated in compliance with the algorithm set by the Bank using the Identification and Authorisation Tools. The Electronic Signature has the same legal power as a real (manual) signature.

Financial Collateral – cash funds and/or Financial Instruments used to secure the fulfilment of the Client's liabilities to the Bank that arise or may arise under the Terms and Conditions. The Financial Collateral Law of the Republic of Latvia regulates provisions of the Financial Collateral.

Financial Instrument – financial instruments within the meaning of the Law on Financial Instruments Market (Finanšu instrumentu tirgus likums) of the Republic of Latvia, agreements that simultaneously give rise to financial assets of one person and financial liabilities and equity securities of another person; as well as documents certifying the issuer's obligations to the holder, including but not limited to stocks, bonds, debt warrants, bills of exchange, shares in mutual funds, any other claims on assets; as well as their related or derivative instruments or contracts, i.e., options, futures contracts and forward deals.

Home-Banking – a system for remote Assets management, which ensures the Client's cooperation with the Bank via installable computer software and allows the Client to submit Orders.

Identification and Authorisation Tools:

- DigiPass OTP (One Time Password) – an OTP generation device;
- DigiPass – a generation device of an OTP and a Test Key;
- TCT – an individual Test Code Table;
- DC (Digital Certificate) – a digital certificate used to authorise the Client's Order in the Internet Bank.

Internet Bank – a system for remote Assets management and the receipt of services of the Bank, which allows the Client to submit Orders via the Internet.

- A limited-access mode enables the Client to control account balances and receive account statements, make payments between the Client's accounts.
- A full-access mode enables the Client to submit Orders without limitation.

M-Bank – an information system, which ensures the Client's communication with the Bank; the Client receives SMS on his/her mobile phone or messages and account statements on his/her e-mail.

Order – an instruction given by the Client duly completed and submitted to the Bank or a

Counterparty in accordance with the Terms and Conditions, which serves as a basis for the execution of Transactions with Assets or the performance of other activities under the Terms and Conditions.

OTP – a one-time password acquired by using a DigiPass OTP or a DigiPass.

Party/Parties – the Client and the Bank referred to in the Terms and Conditions either alone or jointly.

Penalty – a penalty provided for by Article 1716 of the Civil Law of the Republic of Latvia.

Remote Banking Systems – Internet Bank, Home-Banking and M-Bank.

Remuneration – a commission and a payment for services of the Bank according to the Tariffs or an agreement between the Bank and the Client, and a Penalty, interest and other Client's payments to the Bank.

Rietumu ID – an identifier of the Client's Representative.

Tariffs – a pricelist of services and commissions of the Bank published on the web site of the Bank www.rietumu.com.

Test Key – a digital code calculated in compliance with the algorithm set by the Bank using a TCT or a DigiPass.

Transactions with Assets – any activity with Assets in the line with the Terms and Conditions.

Working Day – an official business day of the head office of the Bank in Riga, Latvia.

Working Hours – the hours when the Bank accepts Orders for execution.

2. The Client's Identification

2.1. When signing the Agreement, the Bank identifies the Client and the Client's Representatives according to the legislation of the Republic of Latvia and the internal regulatory framework of the Bank.

2.2. During the Agreement period the Client is obligated on his/her own account and at the request of the Bank:

2.2.1. to provide the Bank with the necessary documents if the provision of those documents is obligatory under the norms of law of the Republic of Latvia and/or the countries of the placement of the Client's Financial Instruments and/or cash funds;

2.2.2. to inform the Bank about any changes in the Client's status, changes of details specified in the documents submitted when opening accounts, the change of the Client's beneficial owner and changes in the membership of the Client's board no later than on the day following the introduction or approval of such changes by the appropriate institution;

2.2.3 to provide complete and true information and supporting documents about the Client and his/her business activity, the origin of the Client's cash funds and Financial Instruments and purposes of their use, the transactions to be made and the beneficial owners of cash funds and Financial Instruments during the whole Agreement period.

2.3. If the Client fails to fulfil his/her obligations regarding the provision of information or documents to the Bank, the Bank is entitled to request the required information about the Client in the public registers and to debit the expenses inflicted on the Bank from the Client's account without further authorisation.

2.4. The Bank states the adequacy level of the provided and requested information according to the legislation of the Republic of Latvia and the internal regulatory framework of the Bank. The Client is liable for the authenticity and truthfulness of the information provided to the Bank.

2.5. The Bank uses the information provided by the Client to the extent and within limits stipulated in the legislation of the Republic of Latvia.

3. Client's Representatives

3.1. The Client enters into legal relations with the Bank directly or through Client's Representatives.

3.2. The Client's Representatives enter into legal relations with the Bank acting for and on behalf of the Client and create rights and obligations for the Client.

3.3. It is the extent and framework of representation and authorisation which entitles the Client's Representatives to enter into relations with the Bank for and on behalf of the Client. Activities of the Client's Representatives are binding to the Client as if the Client has performed them himself/herself. The Bank is not liable for damages inflicted on the Client by the Client's Representatives. The Client incurs full liability to the Bank for activities of the Client's Representatives.

3.4. Rights and authorisation of the Client's Representatives have to be Duly Certified according to the legislation of the Republic of Latvia and the internal regulatory framework of the Bank.

3.5. The Client submits signature samples of the Client's Representatives on appropriate forms of the Bank Duly Certified by an officer or a partner of the Bank.

3.6. If signature samples of the Client's Representatives are not certified or are certified improperly, the Bank is entitled to refuse to accept Orders from the Client's Representatives for execution.

3.7. The authorisation of the Client's Representatives has legal power in respect to the Agreement until the Bank will not be duly informed about the cancellation of their authorisation in writing. The Client is obligated to make sure that the Bank has received a notice on the cancellation of the Representatives' authorisation. The Bank is entitled but not required to check the validity of the authorisation of the Client's Representatives in public registers, official journals and other information sources.

3.8. When the membership of the Client's Representatives changes, the Bank is entitled to contact the Client and request additional information about the substitution of the Client's Representative. Until the receipt of the requested information the Bank is entitled not to accept Orders from the removable or new Client's Representatives.

3.9. The Client undertakes to inform the Bank about all changes in the authorisation of the Client's Representatives in writing. The Client is liable for the damages the Parties may suffer as a result of the failure to meet this Clause of the Terms and Conditions.

3.10. The Client incurs liability for any damages suffered due to the incapacity of the Client's Representative, if the Bank has not been notified about this incapacity in due time in writing.

4. General Procedure of Providing Services of the Bank

4.1. Banking operations are executed and financial services delivered only according to the Order with the exception when the Bank is entitled to debit Assets or perform other activities without further authorisation.

4.2. The debiting of Assets without further authorisation is performed:

- in cases and in the procedure stipulated by the legislation of the Republic of Latvia;
- to pay for services delivered by the Bank;
- to discharge the Client's liabilities towards the Bank;
- to reimburse the expenses the Bank has incurred when providing services to the Client;
- to correct an error made when crediting funds wrongly or without reason;
- in other cases specified in the Terms and Conditions.

4.3. Depending on the services of the Bank the Client wishes to use the Bank opens accounts to the Client and services them and maintains accounting of Assets. Relations of the receipt of a specific banking service (product) are established when the Bank accepts a relevant Order (including implicative actions of the Bank).

4.4. The Client agrees that all cash funds on accounts or in custody of the Bank according to the concluded transaction form a part of the property of the Bank in accordance with Part 1 of Article 172 of the Law on Credit Institutions (Kredītiestāžu likums) of the Republic of Latvia.

Identification and Authorisation Tools

4.5. The Bank provides a Rietumu ID and the Identification and Authorisation Tools to every Client's Representative for the execution of operations planned by the Client. The Client's Representative signs an application for the issue/change/receipt of the Identification and Authorisation Tools.

4.6. Several Identification and Authorisation Tools of one type may not be linked to one Rietumu ID.

4.7. If the Client's Representative is authorised to act on behalf of several Clients, he/she is entitled to use:

- 4.7.1. one and the same Identification and Authorisation Tools for submitting Orders on behalf of several Clients;
- 4.7.2. separate Identification and Authorisation Tools for submitting Orders on behalf of every separate Client.

4.8. If the Identification and Authorisation Tools issued to the Client's Representative are valid for submitting Orders on behalf of several Clients, the Client's Representative (if having connection to the Remote Banking Systems: Internet Bank and Home-Banking) is automatically

within the limits of his/her authorisation provided with an access to all Clients and their accounts in the Remote Banking Systems.

4.9. A DC is valid for 60 (Sixty) months from the moment the DC has been generated. The use of a DC after its validity has expired is not possible.

Remote Banking Systems

4.10. After receiving the Identification and Authorisation Tools the Client is entitled to use Internet Bank in a limited-access mode.

4.11. On the basis of the Order the Bank also entitles the Client to submit Orders by the Remote Banking Systems – Internet Bank in a full-access mode and Home-Banking, and connects the Client to the information system M-Bank.

4.12. If the Client's Representative has lost his/her rights to submit Orders on behalf of the Client specified in the Order for Connection to Remote Banking Systems, he/she retains rights to submit Orders via Remote Banking Systems on behalf of other Client using the same Rietumu ID.

4.13. The Client has to submit a new Order for Connection to Remote Banking Systems, if 6 (Six) months have passed since:

- the date when the Bank has accepted the previous Order for Connection to Remote Banking Systems, however, the Client has not been connected to Remote Banking Systems for reasons beyond the control of the Bank;
- the Bank has suspended the Client's access to Remote Banking Systems.

4.14. The Bank is entitled to set limits to all kinds of transactions executed via Remote Banking Systems. Standard limits can be seen on the web site of the Bank www.rietumu.com and/or when connected to Remote Banking Systems.

4.15. The following transaction limits are set when operating Internet Bank:

- the Client's single transaction limit – the maximum sum of a transaction made on the Client's any account via Internet Bank;
- the Client's day limit – the maximum grand total of all transactions made on the Client's any account via Internet Bank during one calendar day.

According to the Client's Order the Bank is entitled to set an individual amount of transaction limits.

4.16. Internet Bank limit amounts are set in Euros (EUR). If the Client has specified another currency, then for setting these limit amounts they are converted in Euros applying the exchange rate of the Bank of Latvia on the date the limits are set.

4.17. Limits in Internet Bank are set according to the Order for Connection to Remote Banking Systems. If the Client has failed to set limits the Bank applies the limit amounts set by the Bank at the moment of the execution of the transaction. Where required, limits in a full-access mode of Internet Bank may be changed according to the Order.

4.18. M-Bank services are available to the Client, if he/she has a connection to mobile network operators, whose mobile phones and operators provide short message service via the Internet.

4.19. The Bank is entitled to terminate M-Bank services without any prior notice to the Client if:

- cooperation between the Bank and the relevant mobile network operator has ended;
- the Client's mobile phone number or mobile phone e-mail has been changed;
- the Client's e-mail address has been changed.

4.20. The Bank is entitled to suspend the Client's access to Remote Banking Systems without any prior notice if:

- the Client has failed to pay for operating Remote Banking Systems;
- the validity of the authorisation of the Client's Representative has expired or his/her authorisation has been cancelled;
- the Client fails to renew the version of the required software;
- the Client has failed to receive or fails to renew the Identification and Authorisation Tools.

Submitting Orders

4.21. The Client is entitled to submit Orders in person, by phone, fax, e-mail (only scanned documents), post, via Internet Bank and Home-Banking.

4.22. The Client is obligated to submit duly completed Orders. The Bank sets requirements for the completion of Orders.

4.23. The Client is obligated to provide the Bank with precise, clear and consistent Orders submitting them in accordance with provisions of the Terms and Conditions. Depending on the type of a transaction and services provided by the Bank an Order may contain, including but not limited to the following information:

- the type and name of Assets;
- the subject of the transaction or the service;
- the quantity of Assets;
- the execution time of the Order if it is an essential condition;
- details required for the Client's identification according to Clause 4.24 herein.

When receiving an Order the Bank is entitled to request the Client's confirmation or any other information, including supporting documents for the Client's expense via any other communication facility. Until the receipt of this confirmation or the requested information the Bank is entitled not to execute the Order.

4.24. When the Client submits the Order the Bank identifies the Client according to Clause 4.25 herein. After the Client's identification the Client may submit the Order confirming it according to Clause 4.26.

4.25. When contacting the Bank the Client is identified. For his/her identification the Client depending on the way he/she contacts the Bank specifies:

- in person – the Client's company name/name, surname and presents a personal identification document of the Client's Representative;
- via Internet Bank – Rietumu ID and an OTP;
- via Home-Banking – Rietumu ID and an OTP;
- by fax, e-mail (only scanned documents) – the Client's company name/name, surname, Rietumu ID and a Test Key;
- by phone – Rietumu ID and an OTP;
- by post – the Client's company name/name, surname, Rietumu ID and a Test Key.

4.26. An Order depending on the way it is submitted to the Bank has to include:

- 4.26.1. if given directly – the signature and the seal sample if any;

4.26.2. if given using Remote Banking Systems, by fax, e-mail, phone – Rietumu ID number and the Electronic Signature;

4.26.3. if given by post – Rietumu ID number and a Test Key calculated using a TCT or a Duly Certified signature and the seal sample if any.

The Order the Client has submitted in the procedure set in Clause 4.26 herein is considered to be the Client's authorised Order.

4.27. Unless the Terms and Conditions stipulate otherwise the Electronic Signature in the meaning of Clause 4.26.2 herein is:

- for the Orders referring to accounts hold by one Customer, payment Orders using a template, non-payment Orders – an OTP, a DC or a Test Key;
- for other payment Orders – a DC or a Test Key;

The Bank does not accept Orders for activating Identification and Authorisation Tools for execution, if signed with an OTP.

4.28. After generation both an OTP and a Test Key are valid within the limited time period. To check the correctness of an OTP and a Test Key the Bank uses the date and time when the Bank has received the Order or the date given in the Order.

4.29. The Client may give Orders by phone only using the phone numbers indicated on the web site of the Bank www.rietumu.com. The Bank makes audio records of the Orders given by phone.

4.30. The Bank determines types of Orders to be given by phone.

4.31. The Bank is not obligated to accept the Client's Orders by phone, if the Bank according to documents the Client has submitted to the Bank is entitled to accept Orders only with the signatures of 2 (Two) or more Client's Representatives.

4.32. The Bank accepts Orders during the Working Hours. The Parties may agree on another acceptance time of the Order.

4.33. The Bank is not liable for consequences incurred due to:

- the mistakes the Client has made in details of the Order;
- wrong interpretation of the Order;
- incorrect, incomplete or imprecise Orders;
- incorrectly processed documents;
- text distortion of an Order and other reasons beyond the control of the Bank.

The Bank is not liable for the non-execution or improper execution of an Order, where such non-execution or improper execution has been caused by market conditions or other objective circumstances.

4.34. The Bank is not liable for possible losses caused to the Client due to misuse, forgery or fraud by third parties, if the Bank has met all Client's identification procedures according to the Client's instructions and regulations accepted in the Bank.

4.35. The Bank notifies the Client when identification and authorisation procedures and regulations accepted in the Bank change. As from the moment the Bank is entitled to refuse to execute any Orders submitted in breach of the new procedures and regulations.

4.36. The Client is entitled to cancel an Order until the moment of its execution by the Bank, except for the Orders that cannot be cancelled or have already been executed upon the receipt of the cancellation Order.

4.37. An audio record of the Orders submitted by phone constitutes a legal proof for the execution of Transactions with Assets in the same way as a fax message or a printout from e-mail, Internet Bank or Home-Banking. The Orders submitted by phone do not require any other documentary proof, however, the Bank at its own discretion may refuse to accept the Order by phone and require an additional written confirmation.

4.38. The Client is liable for the actions of the persons who have access to Remote Banking Systems and other systems for submitting Orders as for his/her own actions and accepts their actions as binding on the Client.

4.39. The Client is liable to keep any Identification and Authorisation Tools, passwords, keys, codes, identifiers and carriers of above mentioned data and tools safe and secret. If third parties gain access to information mentioned in Clause 4.38 herein, the Client is obligated to notify the Bank immediately.

4.40. The Bank is entitled to refrain from the execution of an Order, when establishing any of the following conditions:

4.40.1. the Order has been submitted without observing provisions and requirements of the Terms and Conditions;

4.40.2. the text of the Order is illegible and/or incorrect;

4.40.3. the Order does not contain all the information necessary for the execution of a Transaction with Assets;

4.40.4. the Client has a debt to the Bank as a result of the non-fulfilment and/or improper fulfilment of the Client's obligations under the Terms and Conditions and/or other documents regulating legal relations between the Client and the Bank;

4.40.5. the account specified in the Order does not contain the Assets sufficient for the execution of the Order;

4.40.6. the circumstances beyond the control of the Bank have appeared that complicate the execution of the Order or render it infeasible;

4.40.7. the Order does not meet current market conditions and/or is technically non-executable;

4.40.8. the execution of the Order may result in the Bank's Losses;

4.40.9. the Order contradicts the norms of law of the Republic of Latvia and/or the countries of the placement of Assets, and/or the provisions of the Terms and Conditions;

4.40.10. the Bank doubts the genuineness or authenticity of the Order or the information submitted to the Bank or the documents supporting this Order;

4.40.11. in other cases specified in the Terms and Conditions and/or the norms of law of the Republic of Latvia.

The Bank is not liable for the damages the Client may suffer as a result of such non-execution of the Order.

4.41. When submitting the Order for Transactions with Assets the Client must ensure the availability of the Assets on the accounts required for the execution of the Order. The amount of the Assets required for the execution of the Order includes the following:

4.41.1. the cash funds or Financial Instruments required for the Transaction with Assets;

4.41.2. the cash funds required to cover the costs of the Transaction with Assets;

4.41.3. the cash funds required to pay taxes or duties, if the Transaction with Assets is subject to taxation;

4.41.4. the cash funds required to cover other costs of the Bank related to the execution of the Order;

4.41.5. the cash funds required to pay the Remuneration.

4.42. If the amount of Assets is insufficient the Bank is entitled either to refrain from the execution of the Order or to debit the additional expenses and cash funds required to cover the Remuneration from the Client's any accounts. Besides, the Bank is not obligated to agree these activities with the Client beforehand.

4.43. The Bank is entitled to refuse the execution of an Order without giving a reason in so far as it is stipulated by the legislation of the Republic of Latvia or the Terms and Conditions.

4.44. The Bank suspends Transactions with Assets if the Client's activities or the ground of these activities fail to comply with the legislation of the Republic of Latvia or the Terms and Conditions. Transactions with Assets are renewed after the Client has eliminated these inadequacies.

4.45. An Order for Transactions with Assets is also a payment document and constitutes a basis for the debiting by the Bank of the respective amount of the cash funds required to execute the Order or for the crediting of the cash funds received as a result of the execution of the Order to the specified accounts.

4.46. In case of transfers, Assets are not credited to accounts if the account number or the account name or other details necessary for transfers are missing or incorrect.

4.47. The Bank may annul financial wires wrongly executed by its mistake by ordinary reversal (i.e., by restoring the initial state) without coordinating it with the Client.

4.48. The Bank is entitled to attract Counterparties for the execution of Orders without coordinating it with the Client.

5. Payment for Services

5.1. The Client remunerates the Bank according to the Tariffs for the opening, maintenance and closing of accounts, the execution of Orders and other services. The Client is obligated to acquaint himself/herself with the Tariffs, exchange rates and interest rates before the submission of the Order.

5.2. The Bank may unilaterally amend the Tariffs and the Remuneration payment procedure. The Bank notifies the Client of these changes 5 (Five) Working Days before the new Tariffs and/or Remuneration payment procedure take effect unless the legislation of the Republic of Latvia stipulates another time limit.

5.3. Exchange rates and interest rates take effect upon their introduction by the Bank.

5.4. The Bank without further authorisation debits the amount of the Remuneration against the Client's any account with the Bank to execute activities under the Terms and Conditions. The Bank is entitled to exchange cash funds on the Client's accounts according to the exchange rate of the Bank, if the Client's accounts fail to have cash funds in the currency required for the Remuneration payment.

5.5. The Bank is entitled to debit the Remuneration due to the Bank when Assets are credited to accounts, besides the Bank may charge its Remuneration for any period in the past.

5.6. The Parties may agree on a special rate of the Remuneration for a specific Transaction with Assets and it is subject to additional agreements between the Parties.

5.7. The Bank at its own discretion is entitled to unilaterally set an individual amount of the Remuneration for services of the Bank in respect to the Client.

5.8. The Remuneration for services of the Bank is collected from the Client until his/her liabilities for the Remuneration payment and any claims of the Bank against the Client are discharged in full.

5.9. The Bank calculates interest on outstanding payments due to the Bank presuming that there are 360 (Three hundred and sixty) days in a year and the actual number of days in a month.

5.10. The Bank calculates interest on the Client's credit commitments in all currencies except for RUB (Russian roubles) presuming that there are 360 (Three hundred and sixty) days in a year. When calculating interest in RUB (Russian roubles) the Bank presumes that there are 365 (Three hundred and sixty five) days in a year. The Bank presumes that a month has the actual number of days.

5.11. The Bank approximates according to standard mathematics. The Bank rounds all currencies except for BYR (Belarus roubles) and JPY (Japanese yens) to two decimal digits. The Bank rounds BYR (Belarus roubles) and JPY (Japanese yens) to a whole number.

5.12. The Bank is liable to calculate, charge and write off interest on an overdraft every day, including the day of the overdraft repayment.

5.13. When granting a loan or a credit line to the Client the Bank is liable to calculate interest for the period, charge daily and write off at the end of the period. The Bank is also liable to calculate, charge and write off interest on the day of the loan repayment.

5.14. If the total maturity of financing, regardless of its type, is 1 (One) day, the Bank calculates, charges and writes off interest for the provided financing on the day of its provision.

6. Financial Collateral

6.1. The Client provides the property specified in Clause 6.2 herein to the Bank as the Financial Collateral (in the meaning of the Financial Collateral Law of the Republic of Latvia (Finanšu nodrošinājuma likums)). The Assets in custody of the Bank are considered to be pledged for a guarantee and security of the fulfilment of the Client's l to the Bank that may arise in relation to the provision of services to the Client under the Terms and Conditions. The Bank is entitled to put a lien on the Financial Collateral until the Client's obligations to the Bank have been fully discharged, as well as to write off or alienate the Financial Collateral to the benefit of the Bank or third parties where the non-fulfilment or improper fulfilment of the Client's obligations takes place.

6.2. The Financial Collateral includes:

6.2.1. the Assets;

6.2.2. the cash funds and income derived from the disposal of the Financial Collateral;

6.2.3. improvements, increments and civil fruits of the Financial Collateral that have been produced and obtained during the period of legal relations between the Bank and the Client under the Terms and Conditions.

6.3. The Financial Collateral secures the Client's obligations to the Bank in full as estimated at the moment of the actual satisfaction of the Bank's claims, including interest and the Penalty, selling expenses of the Financial Collateral, as well as all other losses, including indirect losses incurred when the Client has breach his/her obligations to the Bank.

6.4. If the Client fails to fulfil obligations under the Terms and Conditions, the Bank is entitled to levy execution upon the Financial Collateral unilaterally and without notice. In this case the Bank is entitled to deduct Assets or sell Assets held as the Financial Collateral at the current market price and use the proceeds to discharge the Client's obligations to the Bank.

6.5. If the amount of the proceeds from alienation of the Financial Collateral is insufficient to fully discharge the Client's obligations, the Bank is entitled to levy execution on the rest of the Client's property.

6.6. If the Client has outstanding obligations to the Bank, he/she may not change the contents and natural form of the subject of the Financial Collateral without the Bank's permission, nor can he/she alienate the Financial Collateral (rights for the Financial Collateral) to third parties (to the benefit of third parties). The Client may not pledge the Financial Collateral, transfer the Financial Collateral to third parties for management (ownership) or encumber the Financial Collateral with any encumbrance. Should any of these actions have been committed, they are invalid. The Client is liable for the notification of third parties about the existence of the Financial Collateral to the benefit of the Bank. The Client undertakes not to commit any actions that would reduce the value of the Financial Collateral and not to conduct the Client's reorganization or liquidation. To protect its right to claim the Bank is entitled to put a lien on the Client's Financial Collateral and not to execute Orders in respect to the Financial Collateral.

6.7. In case of outstanding obligations on the part of the Client to the Bank, 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 expense of other Clients of the Bank, including but not limited to pledge, re-pledge, sale, purchase or lend to third parties.

7. Confidentiality

7.1. The Bank discloses information about Transactions with Assets, information about the state of accounts and any other information related to the Client's activities only directly to the Client or the Client's Representatives via the Client's contact information specified in the Client's Registration card or via another contact information specially given in a specific Order for providing information. Information may only be disclosed to third parties in cases explicitly provided for by the norms of law of the Republic of Latvia, regulations and other regulatory documents of depositaries and/or stock exchanges or the Counterparties who help the Client to conduct his/her activities or the country of issue of the Financial Instruments on occasions and according to the procedures provided for by relevant laws and regulations.

7.2. The Bank discloses information about Transactions with Assets, about the Client and the Client's Representatives at an official request of authorised public authorities or Counterparties. In accordance with this Clause information about the Client may be given to any country,

including countries outside the territory the European Union. The Client hereby authorises the Bank to do so and agree to the disclosure of relevant information.

7.3. The Client is obligated to treat any information learned about the Bank and the Counterparties as confidential, as well as their technology, intellectual property and any other commercial and business information received in relation to the services the Bank delivers to the Client. The Client undertakes not to disclose the corresponding information to any third party, if it is not allowed by the Terms and Conditions, the norms of law and/or acts of public authorities applicable to the Client. The Client undertakes to maintain adequate security procedures and take reasonable precautions to prevent the misuse, disclosure or loss of the corresponding information.

7.4. The Bank processes the information submitted by the Client and personal details of the Client's Representatives. The Bank is entitled to use and pass the information mentioned in this Clause for marketing and commercial purposes within the Rietumu Group.

7.5. The Bank forwards information about loan obligations, their discharge, debts and other related information about the Client to the Credit Register of the Bank of Latvia under the regulations of the Credit Register of the Bank of Latvia.

8. Provision of Information and Reports to the Client

8.1. The Bank at the Client's request provides full information about the state of accounts for a certain period specified by the Client and information and reports on the executed Transactions with Assets.

8.2. The Client undertakes to reimburse the Bank for expenses resulting from the transfer of information to the Client. The payment is made for the actual expenses of the Bank unless the Tariffs provide a special amount of Remuneration.

8.3. Reports and other information the Bank provides to the Client under the Terms and conditions can be transmitted via open unencrypted channels and communication facility.

8.4. If information does not include any individual data it is published on the web site of the Bank www.rietumu.com or in the official gazette "Latvijas Vēstnesis".

8.5. The Bank may provide individual information to the Clients who are connected to Remote Banking Systems via Remote Banking Systems.

8.6. Depending on the means of communication used the date when the Client receives information from the Bank is:

8.6.1. the date when this information is sent by fax, e-mail, Remote Banking Systems or when the message is given by phone;

8.6.2. the 14th (Fourteenth) day, including the date of posting specified in the post office receipt;

8.6.3. the date of the publication of the information on the web site of the Bank;

8.6.4. the date of the publication in the official gazette "Latvijas Vēstnesis".

8.7. The Client is obligated to check the information on the web site of the Bank www.rietumu.com regularly, which also includes individual acquaintance with amendments to the Terms and Conditions, the Agreement and the Tariffs.

9. Liability of the Parties

9.1. The Bank covers direct damages the Client has incurred as a result of wilful misconduct by the Bank.

9.2. In all circumstances the Bank is liable only for direct damages the Bank has inflicted on the Client; the Bank does not cover indirect damages, including unearned profit.

9.3. The Bank is not liable for actions or omissions of third parties and/or Counterparties, for any consequences related to their financial standing and the quality of their services.

9.4. The Bank is not liable for the fact that a Counterparty, a third party has neglected to follow instructions of the Bank and a Transaction with Assets has not been duly conducted for reasons beyond the control of the Bank.

9.5. The Bank may not be held liable for the Client's any obligations to third parties.

9.6. The Client reimburses the Bank for the Bank's losses incurred in connection with the Orders under the Terms and Conditions.

9.7. By providing services under the Terms and Conditions the Bank does not act as a financial, tax, legal or investment adviser; the Bank is not obligated to provide the Client with information and/or analytical materials related to financial markets. If such information and/or analytical materials have been provided to the Client, they have a consulting character and any investment decisions the Client takes on the basis of such information and/or analytical materials are taken as the Client's own decisions, at the Client's risk and are not based on any assertions or recommendations of the Bank.

9.8. The Client is solely liable for the payment of taxes in the country of the Client's tax residency. The Bank is entitled to withhold taxes from the Client under the applicable laws and regulations.

9.9. The Client is solely liable for the registration of the Client's accounts according to the legislative requirements of the country of the Client's tax residency.

10. Force Majeure

10.1. Unless the Terms and Conditions specified otherwise the Parties are released from liability for a complete or partial failure to discharge obligations for the deals concluded under the Terms and Conditions if such a failure is caused by force majeure:

10.1.1. extraordinary and unavoidable circumstances of acts of God, including but not limited to fire, flood, an earthquake, warfare, terror acts, riots and strikes;

10.1.2. the delay to fulfil obligations (moratorium) established by a statutory act of the country of registration of the Bank or a Counterparty;

10.1.3. the suspension of a statutory act of the country of registration of the Bank or a Counterparty affecting the fulfilment of the obligations under the Terms and Conditions.

11. Effectiveness of the Terms and Conditions and their Amendments

11.1. The Terms and Conditions take effect upon the signature of the Agreement by the Parties.

11.2. The Bank is entitled to unilaterally amend any provision of the Terms and Conditions notifying the Client thereof 30 (Thirty) days before the new provisions come into effect unless another provision of the Terms and Conditions or the legislation of the Republic of Latvia stipulates another time limit. If the Client does not accept the amendments, he/she is entitled to reject the services of the Bank.

11.3. The latest edition of the Agreement and the Terms and Conditions is published on the web site of the Bank www.rietumu.com.

11.4. If any of the provisions of the Terms and Conditions becomes void, it does not affect the validity of other provisions of the Terms and Conditions or the Agreement.

12. Assignment

12.1. In the event of the Client's death, his/her rights and obligations are assigned to his/her heir on the basis and when a Duly Certified inheritance document has been submitted to the Bank.

12.2. In the event of the Client's liquidation or reorganisation, his/her rights and obligations are assigned to his/her legal successor on the basis and when relevant documents have been submitted to the Bank.

12.3. In case such an heir or a successor fails to exist, the Bank administers the Client's funds as stipulated by the legislation of the Republic of Latvia.

12.4. In the event of the Client's insolvency, reorganisation, liquidation or death, all his/her liabilities to the Bank are assigned to the Client's legal successors or heirs and they have to be discharged first in relation to the Client's other obligations against third parties.

12.5. The Bank is entitled to delegate its authorities acquired on the basis of the Terms and Conditions to third parties notifying the Client thereof 10 (Ten) days before this delegation unless the Terms and Conditions or legislation of the Republic of Latvia stipulate otherwise.

13. Claim and Dispute Settlement

13.1. The Bank gives a written reply on the Client's written applications and complaints about financial servicing within 30 (Thirty) days from the day this application or complaint has been received; if the Client is regarded as a consumer under the legislation of the Republic of Latvia – within 10 (Ten) days. If it is impossible to meet this term due to objective reasons the Bank is entitled to prolong it notifying the Client about the extension in writing.

13.2. The Parties settle any dispute and disagreement relating to the Terms and Conditions or the Agreement by means of negotiation. If the Parties fail to reach an agreement, the dispute at the choice of the complainant party is referred either to a court of general jurisdiction of the Republic of Latvia or the Court of Arbitration of the Association of Latvian Commercial Banks.

13.3. If the Client is a consumer in the meaning of the norms of law of the Republic of Latvia the dispute has to be considered in a court of general jurisdiction of the Republic of Latvia.

13.4. If a dispute is referred to the Court of Arbitration of the Association of Latvian Commercial Banks, the Articles, the General Terms and the Regulations on Costs of the Court of Arbitration of the Association of Latvian Commercial Banks are applied. Provisions of the above mentioned documents are regarded as incorporated into this Clause herein. A decision of the Court of Arbitration is final, without appeal and binding on the Parties. The number of arbitrators is 1 (One). The Parties authorise the Chairman of the Court of Arbitration of the Association of Latvian Commercial Banks to appoint the arbitrator. The language of dispute settlement is Latvian.

13.5. Norms of the substantive law of the Republic of Latvia govern the Terms and Conditions and the Agreement.

14. Termination of the Parties' Relations

14.1. The Bank is entitled to terminate the delivery of any separate service to the Client notifying the Client 30 (Thirty) days before the termination date of the service delivery unless the Terms and Conditions or the legislation of the Republic of Latvia stipulate otherwise.

14.2. Unless the legislation of the Republic of Latvia stipulates another time limit the Agreement is considered to be terminated:

- 30 (Thirty) days after the Bank has executed the Order to close all the accounts serviced under the Terms and Condition and the Client has not opened any account with the Bank once again;
- 2 (Two) months after the Bank has notified the Client about the closing of all Client's accounts serviced under the Terms and Conditions on its initiative.

14.3. When breaching the Agreement or terminating the delivery of services of the Bank the Client is obligated to specify an account to transfer the Assets to in which case the Assets will be transferred at the Client's expense.

14.4. Regardless of provisions of Clause 14.2 herein the Bank is entitled to terminate the legal relations with the Client (to terminate validity of the Agreement) immediately without giving a reason thereof, if the Client's activities fail to comply with the legislation of the Republic of Latvia, the Agreement or the Terms and Conditions or are liable to legal punishment, are dishonest or unethical towards the Bank, or if the Bank had good grounds to believe that further cooperation with the Client compromises its reputation.

14.5. If the Agreement is terminated on the initiative of the Bank, the Client's Assets are kept in a special account of the Bank. No interest is calculated on these Assets and the Bank is entitled to deduct Remuneration from them. The Bank transfers these Assets to the Client according to the Order.

14.6. If the Agreement is terminated in compliance with provisions of the Law of the Republic of Latvia on the Prevention of Laundering the Proceeds from Criminal Activity (Money Laundering) and of Terrorist Financing, the Bank according to the Client's instructions and if found to conform to the legislation of the Republic of Latvia transfers the Assets to the Client's account with another bank or to the account these cash funds were received from.

14.7. The Bank does not return documents, which the Client has submitted to the Bank during their cooperation.

Section II. Delivery of Basic Services of the Bank

15. Current Account

Current Account – a multi-currency account of cash funds, which the Bank opens for the custody and accounting of the Client's cash funds.

15.1. A multi-currency Current Account is opened to the Client; cash funds are credited and kept on this Account in the respective incoming currency.

15.2. The Bank calculates interest for the cash funds kept on the Current Account every month based on the balance at the end of the day if it is prescribed by the Tariffs. When closing the Current Account either on the initiative of the Bank or the Client, interest for cash funds is not calculated for the month when the closing is performed.

15.3. A Current Account is closed within 7 (Seven) days according to the Order, if the Client does not use other services of the Bank requiring the Current Account. The funds are transferred or paid out in cash as specified in the Order. If the Client has any outstanding obligation to the Bank, the Bank is entitled to refuse to close the Current Account and to transfer the cash funds.

15.4. The Bank is entitled to close the Current Account, if Transactions with Assets on the Current Account are not performed for 12 (Twelve) consecutive months and the cash balance on the Current Account does not exceed the Client's obligations to the Bank. Besides, the Bank is entitled to deduct the Remuneration for the closing of the Current Account.

16. Non-cash Payments

Transfer – a non-cash payment, a money remittance from one account to another within one or several credit institutions on the basis of an Order to transfer cash funds to the beneficiary.

Value Date – the day when cash funds are credited or debited to the respective Client's account.

16.1. A Transfer Order has to contain complete information on the remitter and the beneficiary, explicit and detailed information on the purpose of the payment and other required details.

16.2. The Bank credits the Client's account on the basis of the account number.

16.3. If the beneficiary's details are insufficient or fail to coincide with the existing data, the Bank is entitled before the transfer of cash funds to make a special investigation concerning the incoming payment and deduct the Remuneration from the Client's account. If within 4 (Four) weeks these details are not clarified, the Bank is entitled to return the cash funds to the financial institution, from which these funds have been received, and to deduct the Remuneration for the made investigation from the payment amount.

16.4. Cash funds are credited to the relevant Client's account on the day when a respective notice has been received from a correspondent bank via the payment system.

16.5. A Transfer Order is considered to be received when the Bank receives it.

16.6. A Transfer Order is noted for execution on the day when it has been received in the Bank unless the Order specifies another Value Date. A Transfer Order the Bank receives outside the

Working Hours is noted for execution the next Working Day.

10.7. Payment and execution provisions of a Transfer Order are determined in the Tariffs.

16.8. The transfer orders received after the Client's visit to the Bank are valid for 10 (Ten) days from the date indicated in the Order. The transfer Orders received by the Bank via Remote Banking Systems and by fax, phone or e-mail (only scanned documents) are valid for 7 (Seven) days from the day the Bank has received the above mentioned Orders unless Remote Banking Systems stipulate another time limit.

16.9. When executing a Transfer Order, which includes currency exchange, the Bank applies its local exchange rate valid at the moment of the transaction unless the Bank and the Client have agreed otherwise.

16.10. If the Client has submitted several Transfer Orders and their sum total exceeds the cash funds available on the respective Client's account and he/she has failed to indicate their precedence, the Bank executes these Transfer Orders at its sole discretion.

16.11. If the cash funds on the respective Client's account are insufficient to execute a Transfer Order or cover the Remuneration, this Order is executed when such cash funds are credited to the respective account and within the set validity term of the given Transfer Order. The Bank is not liable for any damages the Client may suffer due to the non-execution of such a Transfer Order.

16.12. The Bank is entitled to change the Counterparty indicated in a Transfer Order to another Counterparty.

16.13. The Bank accepts Transfer Orders for execution in the name or on behalf of third parties on condition that the Client has presented sufficient relevant information for the execution of these Transfer Orders.

16.14. The Bank informs the Client about the maximum execution time of his/her Transfer Order and the service fee at the Client's request.

16.15. The Client is entitled to request the Bank to change details of a Transfer Order or to cancel a Transfer Order by notifying the Bank in writing. In case of cancellation of a Transfer Order the Bank returns the cash funds to the Client provided that the Bank has received these cash funds in its free disposition or that the Bank has not executed the Transfer Order to be cancelled.

16.16. The Bank ensures the execution of a standing Transfer Order (a standing payment order). Considering the payment terms, amount and periodicity the Client has stated in his/her Order, the Bank automatically withdraws cash funds from the Current Account on condition that the cash funds in payment currency are sufficient on the Current Account. The validity term of such a standing Transfer Order (a standing payment order) may not exceed 1 (One) year.

16.17. The Client is entitled to give a Transfer Order by phone (a payment with authorisation) to the Bank according to the payment details the Client has previously submitted to the Bank for this purpose in writing. The Bank executes this Transfer Order by phone (a payment with authorisation) within the set limits and a Clause 4.24 herein is fulfilled.

16.18. The Bank informs the Client about the refusal to execute his/her Transfer Order and reasons of non-execution unless it is prohibited by the legislation of the Republic of Latvia.

16.19. The Client is obligated immediately but no later than 6 (Six) months from the day of the execution of the Transfer to inform the Bank about the execution of an incorrect payment. If this is not the case, compensation to the Client will be refused.

16.20. The Client understands and agrees that the Bank when performing Transfers or other banking operations uses third parties' (including Counterparties') services. The Bank is not liable for the non-execution or wrong execution of a Transfer Order, if the Bank has transferred cash funds to the Counterparty or the receiving bank of the Transfer duly and timely.

17. Cash Transactions

Cheque Book – a set of Cheque forms the Bank has issued to the Client according to the Order.

Cheque – a Cheque Book form used to pay cash funds from the Current Account to the bearer.

17.1. The Bank performs cash transactions in currencies stated in the Tariffs.

17.2. When performing cash transactions the Bank identifies a payer/beneficiary of cash funds according to Clause 4.24 herein.

17.3. The Bank deposits cash to an account according to the payer's Order.

17.4. An individual may deposit cash solely in his/her own name.

17.5. When receiving a cash contribution the Bank examines whether the submitted banknotes and coins fit to the cash in circulation. If these banknotes or coins are recognised as counterfeited according to requirements of the Bank of Latvia or other foreign central banks, the Bank withdraws this money and hands it over to law enforcement bodies.

17.6. The Bank performs transactions with damaged banknotes deducting the Remuneration according to the Tariffs.

17.7. The Bank is entitled to refuse to perform transactions with damaged banknotes, if the level of damages prevents from discerning the title.

17.8. The Bank withdraws cash from the Client's account on the basis of an Order or a Cheque provided that Clause 4.24 herein is met.

17.9. The Client is entitled to preorder cash to receive banknotes of different denomination.

17.10. The Bank is entitled to refuse an immediate cash payment, if the Client has not preordered the cash for receipt.

17.11. The Client is obligated to check the amount of the received money in the presence of the official of the Bank who made the cash transaction otherwise the Bank admits no further claims.

17.12. The Client is entitled to request the examination of the authenticity of banknotes with the technical equipment of the Bank by paying the Remuneration.

17.13. Cheques from one Cheque Book can be used for cash receipt from one Current Account.

17.14. The Client is obligated to inform the Bank about the loss of the Cheque Book.

17.15. A Cheque is valid for 8 (Eight) days from the date specified on the Cheque.

17.16. The Client is entitled to cancel a Cheque by submitting an Order.

17.17. The Bank is entitled to refuse to pay cash according to a Cheque, if the Cheque:

- is completed incorrectly;
- has corrections on it.

18. Foreign Exchange Transactions

Voice Password – the password, which the Client has specified in the Order for the assignment of a voice password and the Bank uses to identify the Client and to authorise the fixed exchange rate for Foreign Exchange Transactions concluded by phone.

Foreign Exchange Transaction – a currency purchase or sale deal between the Parties where one currency is purchased/sold against other currency at a specified exchange rate with a settlement on a specific date.

Foreign Exchange Order – an Order either to buy from or sell currency to the Bank at the exchange rate specified by the Client. The Order is executed in future when the exchange rate reaches the level specified in the Order and is valid until its execution or cancellation.

18.1. The Bank executes cash and non-cash Foreign Exchange Transactions according to its local exchange rate valid at the moment of the receipt of the Order or at the exchange rate agreed with the Client.

18.2. The Bank executes Foreign Exchange Transactions at the exchange rate agreed with the Client during its Working Hours, as for the rest of the time (outside a trade session) Foreign Exchange Transactions are executed according to the official exchange rate of the Bank.

18.3. When making a Foreign Exchange Transaction the following essential conditions are agreed:

- the name and the amount of the currency to be purchased and sold;
- the exchange rate of the currency purchase/sale;
- the value date for currency settlements;
- the Current Account for the execution of the Foreign Exchange Transaction.

18.4. A Foreign Exchange Transaction is considered to be concluded from the moment when:

- the Bank receives the Order, if the Foreign Exchange Transaction is made according to the exchange rate of the Bank; or
- the Parties have agreed on the essential conditions set in Clause 18.3 herein.

18.5. When concluding Foreign Exchange Transactions by phone a deviation from requirements of Clause 4.24 herein is permitted and the Client may be identified and the fixed exchange rate authorised by using the following details: the Client's company name/name, surname, account number and the Voice Password.

18.6. The Bank does not demand the submission of a written Order for a Foreign Exchange Transaction when the Foreign Exchange Transaction is concluded by phone and the provisions of Clause 18.5 herein have been observed. In all other cases the Client has to submit a written Order for a Foreign Exchange Transaction to the Bank within the day when the Foreign Exchange Transaction has been concluded, which complies with provisions specified in Clause 4.24 herein and includes all essential conditions agreed with the Bank. A failure to submit the Order for a Foreign Exchange Transaction does not release the Client from his/her obligations related to this Foreign Exchange Transaction.

18.7. If the Client after giving an Order for a Foreign Exchange Transaction by phone fails to submit a written Order for the Foreign Exchange Transaction to the Bank or the submitted Order does not comply with the essential conditions of the Foreign Exchange Transaction agreed by phone, or the Client does not have sufficient cash funds to execute the respective Order, the Bank is entitled to write off/transfer the difference in the exchange rate from the Client's any account, which is determined as a difference between the value of the Client's liabilities calculated at the exchange rate of the transaction and the exchange rate of that currency pair on the day when the money transfer is made in the Bank. The Foreign Exchange Transaction is considered closed thereto.

18.8. The Client is entitled to submit an Order to the Bank for an automatic (standing) Foreign Exchange Transaction. Until the cancellation of this Order all the amounts in the currency the Client has specified are automatically converted into the claimed currency at the exchange rate of the currency pair at the moment the Foreign Exchange Transaction is executed in the Bank.

18.9. The Client is entitled to submit a Foreign Exchange Order. To ensure the fulfilment of the Client's liabilities the Bank blocks the amount equivalent to the sum of the Foreign Exchange Order needed for the execution of the Foreign Exchange Order on the Current Account and deducts the Remuneration. When the exchange rate on the currency market reaches the one specified in the Foreign Exchange Order the Foreign Exchange Order is executed automatically. The Client is entitled to cancel an unexecuted Foreign Exchange Order by submitting a corresponding Order.

18.10. The Client confirms that it understands, assumes and assesses all risks related to Foreign Exchange Transactions and Foreign Exchange Orders and that it is fully aware of and agrees that Foreign Exchange Transactions and Foreign Exchange Orders involve the use of electronic data transmission means, telecommunications and software, and that due to a failure or malfunction of the mentioned means the execution of a Foreign Exchange Transaction and/or a Foreign Exchange Order may become impossible and that the Bank cannot be held responsible for such non-execution.

19. Deposits

Orphans Court – an institution for guardianship and curatorship of underage established according to the legislation of the Republic of Latvia, in case of a non-resident – a relevant institution of the non-resident's country.

Deposit – the cash funds, which the Client deposits in the Bank for a definite period of time with a right to receive the deposited cash funds and the interest thereon according to the Tariffs.

19.1. The Bank sets types of Deposits, maturities, currencies, minimum placement and replenishment amounts, minimum exchange amounts, annual interest rates on Deposits, annual

interest rates on overdrafts (if applicable), interest payment frequency and termination provisions of Deposits and records them in a respective Deposit Order.

19.2. The Client chooses any type of Deposits offered by the Bank when submitting his/her Deposit Order. The Client is obligated to open a Current Account to process a Deposit.

19.3. Upon the receipt of a Deposit Order the Bank is entitled to process the Deposit by transferring the amount specified in the Order from the account indicated by the Client to the Deposit account.

19.4. The Bank starts to calculate interest on a Deposit from the date when cash funds are credited to the Deposit account. The Bank calculates interest for each deposited day. The Bank calculates interest on a Deposit presuming that there are 360 (Three hundred and sixty) days in a year and the actual number of days in a month.

19.5. In case of the Deposit replenishment the interest rate is recalculated according to the rates valid on the date of the replenishment for the term remaining until the maturity of the Deposit.

19.6. Capitalisation of interest (for types of Deposits, which require such capitalisation) is performed every month on the date when the Deposit was opened.

19.7. The Bank without coordinating it with the Client withdraws taxes from the interest payments calculated for the Client according to the legislation of the Republic of Latvia. If the Deposit relations are terminated before the maturity, the Bank does not pay back the withheld taxes related to the Deposit to the Client.

19.8. If the Deposit interest has been overpaid at the moment when the Deposit relations are terminated, the Bank withholds this overpaid interest amount from the Deposit principal.

19.9. The Client may terminate the Deposit before its maturity by submitting a relevant Order to the Bank in the procedure and within the term specified in the Deposit Order. Cash funds are transferred to the account the Client has previously when processing the Deposit specified in the Deposit Order.

19.10. At the maturity of the Deposit both the Deposit principal and interest are transferred to the Client's account(s) with the Bank the Client has previously when processing the Deposit specified in the Deposit Order. The calculation of interest on the Deposit is terminated.

19.11. In the event of the Client's death both the validity of the Deposit and interest accrual are terminated at the moment the Client's death has been registered. In these circumstances the Bank pays the Deposit and the accrued interest to the Client's heirs when duly processed inheritance documents have been submitted to the Bank

19.12. In the event of the assignment of rights and obligations of the Client, a corporate entity, the Deposit does not become invalid and according to the legislation of the Republic of Latvia and the internal regulatory framework of the Bank this Deposit may be reprocessed to the Client's successors when they submit relevant documents to the Bank.

Service Conditions for Deposits for Underage

19.13. The Bank opens a Deposit on the name of a Client under the age of 18 (Eighteen) according to the application submitted by the Client's parent (one or both) or guardian.

19.14. The Deposit is a multicurrency Deposit and may be replenished. The Deposit currencies, the minimum balance amount for interest accrual, the minimum replenishment amount and interest rate are determined at the moment when the Deposit is opened and are valid until the maturity of the Deposit. The annual interest rate depends on the Client's actual age at the moment of the Deposit placement and replenishment.

19.15. Until the Client reaches the age of 18 (Eighteen) a permit of the Orphans Court is needed to convert currencies and withdraw cash funds from the Deposit fully or partly. In case of a partial withdrawal the cash funds deposited with the lowest interests rate are paid first and foremost.

19.16. When the Client reaches the age of 18 (Eighteen) the interest is no longer accrued. The Client is entitled to manage the cash funds at his/her own discretion.

19.17. The Deposit and the Agreement signed in the name of the Client under the age of 18 (Eighteen) may be terminated before the maturity in the following cases:

- the Orphans Court has made a respective decision – the Bank pays off the Deposit according to the decision of the Orphans Court within 7 (seven) days after both the decision and the Client's application have been received;
- according to Clause 19.11 herein.

20. Payment Cards

Available Balance – the amount of cash funds on the Card Account, which can be used for a Card Transaction equal to the sum of a credit limit/overdraft and the Client's funds on the Card Account by subtracting the Card Transaction already made but not yet written off from the Card Account.

Balance – the amount of cash funds on the Card Account without a credit limit or an overdraft and any amounts reserved for Card Transactions already made but not yet written off from the Card Account.

Card Account – a Client's account with the Bank for the custody and accounting cash funds to be used for Card Transactions.

Card Code – a Card security code for Card Transactions in the Internet. For Visa Virtual, Visa Light, Visa Classic, Visa Business, Visa Gold and Visa Platinum it is a CVV2 code. For MasterCard Light, MasterCard Classic, MasterCard Business, MasterCard Gold and MasterCard Platinum it is a CVC2 code.

Cardholder – a person indicated in the Order for the issue of a payment card whose name, surname and signature sample have been placed on the Card and to whom the Card has been handed over for use.

Card – an international payment card issued by the Bank, which the Bank hands over to the Cardholder according to the Order. The Card is linked to the Client's Card Account, including credit cards (Master Card or Visa) and debit cards (Maestro and Visa Electron) or other

international cards the Bank is entitled to issue. The Cardholder can use the Card to withdraw cash and pay for goods and services at points of sale that accept the cards of the above system.

Card Password – a password specified in the Order for the issue of a payment card and used by the Bank for identification purposes of the Client or the Cardholder by phone.

Card Transaction Limit – the maximum number and/or the total amount (as defined by the Bank) of Card Transactions Authorised by the Bank within a definite period of time (a day, a week or a month). The Parties may agree to set another Card Transaction Limit in the Order for the issue of the payment card, if it does not exceed the maximum Card Transaction Limit applied by Bank.

Card Transaction – a payment with a Card for goods and services, cash withdrawals using the card at ATMs and banks, money transfers from the Card Account as per the Order, and Remuneration payments and other activities decreasing the Available Balance.

Debit Balance – a Card Account balance, which equals to the amount of the Client's liabilities towards the Bank at the end of a particular day or an account statement period. The Debit Balance is changed after each Card Transaction.

Overlimit Debit Balance:

- a Debit Balance that exceeds the credit limit or the overdraft at the end of a particular day on the Card Account, to which the credit limit or the overdraft has been applied;
- a Debit Balance that exceeds the Available Balance at the end of a particular day on the Card Account, to which the credit limit or the overdraft has not been applied.

Personalisation – embossed or engraved printing of the Card and Cardholder's data on a blank Card (a plastic) and data recording into the magnetic stripe and/or the chip of the Card.

PIN Code – a personal identification number known only to the Cardholder and used to electronically identify the Cardholder.

Transaction Authorisation – an electronic check of the Card data, the Available Balance, the Card Transaction Limit and the Cardholder's verification data as a result of which a Card Transaction is authorised or declined.

20.1. The use of the Card is subject to the Terms and Conditions, and regulations of international payment card organisations MasterCard Worldwide and Visa Europe (according to the Card type).

20.2. For a Card Account opening the Client has to open a Current Account. The Client (a private individual) is entitled to open a Card Account without opening a Current Account, if:

- the Client is a resident of Latvia and complies with the regulatory framework of the Bank;
- the Card is issued to the Client pursuant to a cooperation agreement between the Parties.

20.3. To receive a Card the Client submits an Order. The Bank reviews the Order on the issue of a payment card and takes decision on the issue of the Card and opens a Card Account within 10 (Ten) days. The Client specifies the manner of the receipt of the Card he/she prefers in the Order on the issue of a payment card: either to receive the Card and a PIN Code in person or by courier mail. Regardless of the Card receipt manner the Client receives a deactivated Card. To activate the Card the Client or the Cardholder has to contact the Bank by using the Identification and Authorisation Tools or his/her Card Password.

20.4. A Card is valid until the last day of the month and the year written on the Card. The Card validity period does not equal to the Card Order validity term. The Card validity period for the current month is extended in the banking system on the last day of the previous month. The Card validity period is not extended, if the Available Balance of the Card Account is less than the annual Card fee and/or the Client has not used his/her Card for 6 (Six) consecutive months; in these circumstances the Bank closes the Card after the Card expiry date. Personalisation of a renewed Card is performed only when a new Order is received.

20.5. The Client is entitled to replace or renew a Card. The Bank reviews the Order for a card replacement/renewal and the change of the Card Account data within 5 (Five) days from the day the Bank receives this Order in its head office in Riga.

20.6. No Card and PIN Code duplicates are issued. On all occasions new Cards with a new PIN Code are issued.

20.7. A Card is the property of the Bank. A Cardholder has sole authority to make Card Transactions. It is prohibited to hand a Card over to third parties and disclose any Card data, a Card Code and/or a PIN Code.

20.8. It is presumed that Card Transactions made with all the Cards linked to the Card Account are made on the Client's approval.

20.9. A Cardholder of an additional or corporate Card is entitled to:

- use the cash funds on the Card Account only by using the Card;
- receive information only about his/her Card, i.e., request information about the Card Account balance and the Card Transactions;
- submit an Order for suspension or renewal of the Card Transaction Authorisation.

20.10. A corporate Cardholder apart from the said in Clause 20.9 is entitled to receive a respective Card Account statement or to increase a daily Card Transaction Limit.

20.11. Orders by phone given by using the Identification and Authorisation Tools or the Card Password are allowed, if only submitted for the following purpose:

- to receive information about a Card, Card Account balance and Card Transactions, and to receive a Card Account statement;
- to suspend or renew the Card Transaction Authorisation;
- to increase a daily Card Transaction Limit or the Available Balance;
- to extend the validity term of a Card (by using the Card Password only on condition that the Client or the Cardholder receives the new Card in the head office of the Bank in Riga, in a representative office of the Bank or from an officer of the Bank).

20.12. Apart from the said in Clause 20.11 the following Orders by phone are also allowed, if given by using the Identification and Authorisation Tools or the Card Password and for the following purpose:

- to replace a Card (on condition that the Client or the Cardholder receives the Card in the head office of the Bank in Riga, in a representative office of the Bank or from an officer of the Bank);
- to close a Card Account (on condition that the balance is credited to the Current Account);
- to transfer funds between the Client's accounts.

20.13. No Card may be used for any illegal action, including the payment for the goods or services that according to the legislation of the Republic of Latvia require a special permit to buy them unless such a permit has been received.

20.14. The Cardholder has to sign Card Transaction documents or enter the PIN Code. A supplier of goods and services is entitled to request the Cardholder to present his/her identification document. The Cardholder may not sign any Card Transaction document or enter the PIN code, if the transaction amount is not indicated or is indicated incorrectly in the transaction document. As to payments via the Internet the Cardholder might be requested to enter the Card Code.

20.15. The Client is obligated to regularly (no less frequently than 1 (Once) in 2 (Two) weeks) control the use of the cash funds on the Card Account and monitor their balance. The Client has to immediately inform the Bank about the incorrectly made Card Transactions. The failure to provide such information serves as a proof that the Client accepts the status of the Card Account.

20.16. A Card Account is opened in one particular currency. If a deposit to the Card Account is made in a currency, which differs from the Card Account currency, the Bank is entitled to convert the received amount applying its local exchange rate valid on the date of the transaction.

20.17. Upon the Transaction Authorisation the Bank reserves cash funds on the Card Account for this Card Transaction simultaneously reducing the Available Balance. After the receipt of the confirmation of this Card Transaction the Card Transaction amount is deducted from the Card Account. If within 30 (Thirty) days after the Card Transaction the Bank does not receive the transaction confirmation from a respective institution, the reserved cash funds become available to the Client. The Bank is entitled to deduct cash funds from the Client's accounts to process any Card Transaction within the term (after the Card Transaction settlement date) specified in the regulations of the respective organisations Visa Europe and MasterCard Worldwide.

20.18. A possibility exists that, when making Card Transactions, transactions not authorised by the Bank may appear. Such unauthorised Card Transactions are deducted from the Card Account by reducing the Available Balance on the Card Account only after the receipt of the Card Transaction confirmation from a respective institution.

20.19. If the Card Account currency differs from the Card Transaction currency, the Bank initiates currency exchange and on the date of the Card Transaction deduction deducts the amount of the Card Transaction in the Card Account currency at the local exchange rate applicable to Card Transactions. In case of exchange rate fluctuations a difference might occur between the Card Transaction amount reserved on the Card Account and the deducted Card Transaction amount for all types of Cards, as well as an Overlimit Debit Balance might develop.

20.20. The Client has to monitor his/her operations on the Card Account to prevent the Overlimit Debit Balance and to repay the Debit Balance by the end of the next month. The Client pays the Bank interest for the existing Overlimit Debit Balance on the Card Account according to the Tariffs. The interest is calculated at the end of every day and deducted on the last day of every month.

20.21. The Bank is entitled to set the amount of the Card collateral and Card Transaction Limits in definite periods of time and decide upon the Card design.

20.22. The Bank is entitled to block the Card operation without any prior notice, particularly to close the Card and/or the Card Account, if:

- the Client has not met his/her obligations to the Bank;
- there is suspicion about the Card fraudulent use;
- within 4 (Four) months after the Card expiry date the Client has not renewed the Card or has not received the Card issued by the Bank.

20.23. The Bank is entitled to detain a Card in an ATM, if the PIN Code of the Card has been entered incorrectly 3 (Three) consecutive times. If the Cardholder when paying a salesperson enters the PIN Code incorrectly 3 (Three) times, the Card chip gets automatically blocked. No further use of this Card is possible and the Cardholder has to replace it.

20.24. The Cardholder is obligated to immediately notify the Bank about the loss or theft of the Card and about suspicion that the PIN or Card Code or other Card data have become known to any third party. After the receipt of a notification about the loss or theft of the Card from the Client or the Cardholder the Bank declines the Authorisation of Transactions made with the Card and takes actions needed to prevent any further Card Transactions.

20.25. The Client is entitled to request the Bank to cancel a Card Transaction or refund any debited amount, if the Card has been used illegally and the Transaction has not been approved by the PIN Code, the Card Code or the Cardholder's signature, or any other tool of identification. This Client's right is exercised, if requirements of Clauses 4.38 and 20.15 herein are met and the Cardholder has not acted negligently or illegally.

20.26. The Bank does not repay cash funds under a dispute to the Client, if the Cardholder when executing the respective operation has been identified in the procedure stipulated in the Terms and Conditions or the Cardholder has not observed regulations of Clauses 4.38 and 20.15 herein, or the Client/the Cardholder has acted carelessly and maliciously.

20.27. A Card can be closed on the initiative of the Bank or upon the receipt of the Client's Order after the Bank has deducted the Remuneration. A Card Account is closed within 30 (Thirty) days after the Card closure, if the Card Account balance is equal to zero. If there is a Debit Balance on the Card Account at the moment of its closure, the Bank is entitled to repay the Debit Balance by writing off cash funds from the Client's any account with the Bank. If there is a positive balance on the Card Account at the moment of its closure, the Bank transfers these cash funds to the Current Account unless the Client has specified another way of receipt in his/her Order.

20.28. The Remuneration for the Card Account services of the Bank is paid from the Card Account. If funds available on the Card Account are insufficient to pay the Remuneration, an Overlimit Debit Balance can develop, which the Client is obligated to cover according to the Terms and Conditions. If the Client fails to fulfil this obligation, the Bank is entitled to write off the due amount from the Client's any accounts and close the Card and the Card Account immediately.

20.29. The Bank calculates interest on the Overlimit Debit Balance presuming that there are 360 (Three hundred and sixty) days in a year and the actual number of days in a month.

20.30. The Client is entitled to file his/her complaint with the Bank regarding Card Transactions within 8 (Eight) weeks from the day when this Card Transaction has been recorded in the Client's account. The failure to lodge the complaint within the stated period serves as a proof of the approval of the transactions made by the Client.

20.31. When reviewing complaints about Card Transactions the terms defined in regulations of the international payment cards organizations Visa Europe or MasterCard Worldwide are regarded, and they may vary up to 180 (One hundred and eighty) days. The disputed Card Transaction sums are refunded to the Client's account only after a respective decision made by Visa Europe or MasterCard Worldwide has been received.

Automatic Replenishment

20.32. The Bank ensures constant Card Account automatic replenishment from the Current Account. The Bank automatically replenishes the Card Account according to the payment term, periodicity and amount the Client has specified in the Card Account automatic replenishment Order.

20.33. The first new or modified Card Account automatic replenishment Order is executed within 1 (One) Working Day after the acceptance or modification of the Order. If such an Order is received when the monthly automatic replenishment has already been made, then in the case of the enlargement of the replenishment amount the Card Account is replenished for the difference between the earlier submitted amount and the amount specified in the new Order; while in the case of the reduction of the replenishment amount the difference between the earlier submitted amount and the amount specified in the new Order is not refunded to the Current Account from the replenished Card Account.

20.34. When calculating the payment amount the type of the Card Account automatic replenishment specified in the Client's Order is considered:

- up to the minimum balance (the repayment of the used credit limit or overdraft in full);
- fixed amount (the Card Account replenishment with cash, non-cash transfers to the Cash Account and returned Card Transactions and taxes are not included in the calculation of the amount);
- up to the fixed amount (taking into account the Balance or the Available Balance; taking or not taking into account the credit limit and the amounts reserved for Card Transactions).

20.35. The Card Account automatic replenishment is made in the Card Account currency within the amount available on the Current Account in the Card Account currency. The Bank does not convert other currencies on the Current Account.

20.36. If on the day of the Card Account automatic replenishment the cash funds available on the Current Account are insufficient to make the automatic replenishment and cover the Remuneration, the Bank is entitled not to make the Card Account automatic replenishment or to make it in the amount of the Available Balance on the Current Account.

20.37. The further Card Account automatic replenishment payments are made in terms stipulated below. When the Card Account replenishment is required:

- once a month – the automatic replenishment is made on the first or the last day every month according to the Card Account automatic replenishment Order;
- once a week – the automatic replenishment is made every Friday;
- once a day – the automatic replenishment is made every day.

20.38. The Client is obligated to inform the Bank in writing about all changes of the information provided in the Card Account automatic replenishment Order no later than 5 (Five) days before the next payment by submitting a new Card Account automatic replenishment Order to the Bank.

20.39. The Bank terminates the execution of the Card Account automatic replenishment Order, if:

- the Client has submitted an Order to the Bank to cancel his/her previously given Card Account automatic replenishment Order;
- the Card Account or the Current Account is closed.

20.40. The Bank terminates the execution of the Card Account automatic replenishment Order within 1 (One) Working Day after the Bank has accepted a written Order for the Card Account automatic replenishment cancellation and within 3 (Three) Working Days after the Bank has accepted the Card Account closure Order.

Security Deposit

20.41. To receive a Card or a credit limit the Client has to provide a security deposit, if thus required by the Bank; the Bank specifies its amount, terms and other conditions.

20.42. The term of the security deposit has to exceed the expiry date of the Card or the credit limit for at least 1 (One) month. If the Client renews his/her Card or prolongs the term of the credit limit, the term of the security deposit is prolonged automatically.

20.43. If the Bank decides to change the collateral of a Card or a credit limit by cancelling the security deposit, the term of the security deposit expires 1 (One) month after such a decision is taken.

20.44. The Bank pays interest for the funds placed in the security deposit according to the Tariffs and disburses this interest in the manner the Client has specified in a respective Order.

20.45. The Bank is entitled to close the Cards and annul or change the credit limit, if the activity of the security deposit is terminated on the Client's initiative.

20.46. The Client is not entitled to receive the security deposit before the discharge of all his/her liabilities towards the Bank that have arisen as a result of the use of the Card and the credit limit.

20.47. After the expiry of the security deposit activity, the Bank transfers the amount of the security deposit and the unpaid interest to the account the Client has specified in a respective Order. Before this transaction, the Bank deducts the amount applicable to meet the Client's liabilities towards the Bank. If the currencies of both the security deposit and the liabilities differ, the Bank converts the transferable amount at its local exchange rate valid on the date of the transaction.

21. Cheques

Business Cheque – a document that includes an unconditional written order to the Paying Bank that has issued this document to transfer cash funds to the payee indicated in the document on his/her demand. A Business Cheque is valid 180 (One hundred and eighty) days from the date when it has been drawn unless specified otherwise on the Business Cheque.

Cheque – a Business Cheque and a Travellers Cheque.

Endorsement – the actual writing on the back of a Business Cheque, which testifies a transfer of the Business Cheque to another person transferring rights to this person to receive the cash funds indicated on the Business Cheque.

Paying Bank – a financial institution indicated on a Business Cheque, to which the Business Cheque is referred and which meets the Business Cheque by debiting the drawer's account.

Travellers Cheque – a payment document that includes its issuer's liability to pay the amount indicated in the document to the bearer, the private individual, who has signed this document upon its purchase.

Acceptance of Cheques for Collection

21.1. The Bank accepts a Cheque for collection from the Client on the basis of an Order. The Client signs the back of the Cheque in the presence of the officer of the Bank.

21.2. Upon the signature of the Cheque the Client confirms that he/she is entitled to receive, in exchange for the Cheque, the cash funds indicated on the Cheque, that the Cheque includes no alterations and that the Client does not know any reason that may prove the Cheque to be invalid or undue for payment and he/she entrusts the Bank to pay the Cheque.

21.3. After the Bank has accepted a Cheque for collection it sends the Cheque to the Paying Bank or another institution, which provides the Cheque payment services. The Cheque is paid no earlier than within 4 (Four) weeks from the date the Bank has accepted the Cheque.

21.4. The Bank credits the cash funds specified on the Cheque to the Client's account only after the Paying Bank has transferred the respective amount to the correspondent account of the Bank.

21.5. If the Paying Bank or another institution, which provides the Cheque payment services, demands that the Client returns the paid amount of the Cheque, the Bank writes off the required amount from the Client's accounts without further authorisation according to Clause 4.2 herein. If the cash funds available on the Client's accounts are insufficient, the Client is obligated to return the amount received for the Cheque to the Bank.

21.6. The Client is entitled to stop the payment of a Cheque submitted to the Bank for collection by covering the Remuneration and the actual expenses of the Bank. The Bank returns the Cheque to the Client, if possible.

21.7. The Bank is entitled to refuse to accept a Cheque for collection from the Client without specifying a reason.

Business Cheques

21.8. The Bank accepts Business Cheques for collection from the Client to whom the Business Cheque has been drawn or from the authorised person to whom the payee indicated on the Business Cheque has issued a Duly Certified power of attorney, if:

- there are no other Endorsements on the Business Cheque but the Endorsement, which testifies the submission of the Business Cheque to the Bank, or other writings;
- the sum indicated on the Business Cheque in figures and words agree.

21.9. The Bank is entitled to refuse to accept a Business Cheque for collection, if:

- the Business Cheque fails to comply with requirements of the organisation, which has issued

- the Business Cheque;
- there is suspicion that the Business Cheque is forged;
- there are alterations or other Endorsements or writings on the Business Cheque;
- the Business Cheque has already been returned unpaid;
- the validity term of the Business Cheque has expired;
- no complete details are specified on the Business Cheque for the Business Cheque collection;
- the Bank embodies such authority according to anti-money laundering and terrorist financing regulations or on the basis of Clause 21.7 herein.

Travellers Cheques

21.10. The Client has to sign the Travellers Cheque in the presence of the officer of the Bank. The signature has to match the signature affixed on the Travellers Cheque upon its purchase; otherwise the Bank is entitled to refuse to pay cash funds in exchange for this Travellers Cheque

21.11. Upon the signature of the Travellers Cheque the Client confirms that he/she is entitled to receive, in exchange for the Travellers Cheque, the cash funds indicated on it and that the Client does not know any reason that may prove the Travellers Cheque to be invalid or undue for payment.

21.12. The Bank is entitled to refuse to pay cash funds in exchange for a Travellers Cheque, if:

- there is suspicion about the authenticity of the Travellers Cheque;
- the signatures of the bearer of the Travellers Cheque do not agree;
- the Travellers Cheque is damaged or in another case at the discretion of the Bank.

22. Lending and Trade Finance Transactions

Documentary Collection – an intermediation banking transaction where cash funds are transferred with the mediation of the Bank from a payer to a beneficiary against commercial and/or financial documents crediting these cash funds to the beneficiary's account.

Letter of Credit – an irrevocable commitment of the Bank issued on behalf of the Client (if the Client provides a respective and due collateral for the fulfilment of the Client's obligations towards the Bank) to pay the cash funds to the beneficiary against the documents presented by the beneficiary according to conditions of the Letter of Credit. The Bank issues Letters of Credit in accordance with of the Uniform Customs and Practice for Documentary Credits by the International Chamber of Commerce (Publication 600, Revision of 2007). If the said Uniform Customs and Practice for Documentary Credits 600 are amended, the Bank applies the above mentioned Customs and Practice considering amendments made to them without coordinating it with the Client.

Letter of Guarantee – an irrevocable commitment of the Bank issued on behalf of the Client (if the Client provides a respective and due collateral for the fulfilment of the Client's obligations towards the Bank) to ensure liabilities of the Client or third parties and when receiving the beneficiary's request for payment to pay the cash funds to the beneficiary.

Loan (credit line, overdraft etc.) – the cash funds the Bank grants to the Client under a respective agreement (a loan agreement, a credit line agreement, an overdraft agreement) signed between the Bank and the Client, which the Client agrees to repay to the Bank in the term set according to provisions of the above mentioned respective agreement, and to pay interest for the use of the Loan, the Remuneration for the processing and granting of the Loan and any Penalty

imposed to the Client for the failure to properly meet the provisions of the above mentioned agreement.

22.1. When entrusting the Bank to issue a Letter of Credit/a Letter of Guarantee the Client assumes liability for all risks related to the execution of these transactions and undertakes to cover all possible damages/expenses connected with these transactions, including but not limited to the amount of the Letter of Credit/the Letter of Guarantee, Remunerations, Counterparties' Remunerations and expenses etc.

22.2. The Client authorises the Bank to write off the payable amounts from the Client's any account. The Client's Order to issue a Letter of Credit/a Letters of Guarantee is irrevocable and it cannot be revoked or changed without the approval of the Bank. When entrusting the Bank to issue a Letter of Credit/a Letter of Guarantee the Client authorises the Bank without further authorisation and without any additional coordination with the Client to pay the amount (amounts) specified in the Client's Order in behalf of beneficiaries of a Letter of Credit/a Letter of Guarantee according to conditions of the Letter of Credit/the Letter of Guarantee issued by the Bank.

22.3. The Bank considers how the beneficiary meets conditions of a Letter of Credit/a Letter of Guarantee relying only on the submitted documents and does not make any additional examinations, inspections etc.

22.4. When executing the Documentary Collection the Bank acts exclusively according to the Client's Order and it has no financial liability to pay documents and it is not liable for third parties' activities related to the execution of orders of the Bank concerning this transaction.

22.5. As part of agreements signed between the Client and the Bank the Client is entitled to submit Orders to the Bank for the receipt/repayment of Loans or portions of Loans and Orders for a Letter of Guarantee/the change of conditions of a Letter of Guarantee submitting these Orders via Remote Banking Systems and using the Electronic Signature. By using Remote Banking Systems and the Electronic Signature the Client is also entitled to submit Orders for the receipt of Documentary Collection services, the issue of Letters of Credit/Letters of Guarantee, and to give various Orders related to these transactions, including but not limited to the payment of cash funds, the transfer of title documents and other financial and commercial documents etc. If no circumstances exist that encumber, at the discretion of the Bank, the execution of Orders, the Bank executes the Orders received in the above described manner. The Client is aware and agrees that the Bank does not make any additional audits when receiving and executing Orders.

Section III. Opening and Maintenance of Investment Accounts

23. Terms

Base Currency – the currency the Client has specified in the Order for opening Investment Accounts.

Cash Account – a special cash investment account opened by the Bank for the custody and accounting of the Client's cash funds for the purpose of Transactions with Financial Instruments.

Financial Instruments Account – an account opened by the Bank for the custody and accounting of the Client's Financial Instruments.

FOREX – the international currency market where exchange transactions of freely convertible currencies take place.

Initial Margin – the size of initial margin requirement for a deal with the Financial Instrument (futures contract, option etc.) paid by the Client to the Financial Instruments Account and/or the Cash Account and/or the Trading Venue Account and blocked on these accounts as a collateral intended to cover possible loss resulting from the price change of the corresponding Financial Instrument.

Investment Accounts – the Cash Account and the Financial Instruments Account.

Investment Assets – the assets being accounted in the Investment Accounts.

Maintenance Margin Requirement – the minimum Initial Margin amount where the Margin Call situation emerges.

Margin Call – the requirement of the Bank to the Client to bring up the level of the Initial Margin against a Financial Instrument to meet the Initial Margin requirement, or the requirement to restore the balance between the volume of the Margin Loan granted by the Bank and the market value of the collateral.

Margin Loan – the cash amount granted by the Bank according to the Order for the purpose of the purchase of Financial Instruments or for other purposes against the Financial Collateral of Investment Assets and/or the Financial Instruments being purchased.

Nominal Accounts – the Investment Accounts, which the Client uses exclusively for the custody and accounting of third persons' Financial Instruments and cash funds.

Regulated Market – a set of organisational, legal and technical measures, which provides for a possibility to enter into Transactions with Financial Instruments in an open and regular manner.

Software – the software and/or access passwords and/or keys provided by the Bank and/or the Software Provider, which either jointly or separately allow the Client to access the Trading Venues for entering into transactions independently.

Software Provider – a third party, which has legal relationship with the Bank and provides the Client with the Software.

Trading Venue – a place where the Bank executes Orders for Transactions with Financial Instruments and/or a place where the Client acts on his/her own account by carrying out Transactions with Financial Instruments and/or with the Client’s cash funds.

Trading Venue Account – a special account opened for the custody and accounting of the Client’s Assets on the Trading Venue for the purpose of entering into Transactions with Financial Instruments on own account.

Transactions with Financial Instruments – transactions and other actions, including but not limited to transfers, blocking, deregistration, redemption, depositing, discounting, the object of which are Financial Instruments and which are carried out by the Bank on its own behalf according to the Order, and/or those that the Client carries out on his/her own account using the Software.

Voice Password for Investment Transactions – the password indicated in the Order for opening Investment Accounts used as a way to identify the Client when the Client gives Orders regarding the Investment Assets by phone.

24. General Regulations on Maintenance of Investment Accounts

24.1. The Bank opens Investment Accounts to the Client on the basis of his/her Order.

24.2. Before the opening of Investment Accounts the Client has to provide information to the Bank required for the opening of Investment Accounts and the Client’s categorisation within the meaning of the Law on Financial Instruments Market (Finanšu instrumentu tirgus likums) of the Republic of Latvia.

24.3. The Bank is entitled to refuse to open Investment Accounts to the Client, if the Client does not comply with the status of “a professional client” or “an eligible counterparty” within the meaning of the Law on Financial Instruments Market (Finanšu instrumentu tirgus likums) of the Republic of Latvia and in other cases without giving a reason.

24.4. The Bank keeps in its custody and services Financial Instruments and cash funds on the Investment Accounts.

24.5. The Client who has Investment Accounts is entitled to submit Orders for Transactions with Financial Instruments.

24.6. When giving Orders regarding the Investment Accounts or the Trading Venue Account by phone the Client has to name either Rietumu ID and an OTP or the Voice Password for Investment Transactions. If an Order is given by using the Voice Password for Investment Transactions, the Client also has to name:

24.6.1. the Client’s name and surname or Rietumu ID (if the Client is a private individual). If on behalf of the Client is acting Client’s Representative – Client’s Representative name, surname or Rietumu ID;

24.6.2. the Client’s company name or last 9 (nine) digits of the Financial Instruments Account and Client’s Representative name, surname or Rietumu ID (if the Client is a corporate entity).

24.7. Only the following types of Orders may be submitted by phone:

- Orders to buy or sell Financial Instruments;
- Orders to transfer cash funds from the Cash Account to the Current Account and vice versa;

- Margin Loan repayment Orders or currency exchange Orders on the Cash Account.

If the Client has to perform actions with the Software, including but not limited to entering into a transaction, however, the Client has no possibility to do it by himself/herself, the Client may authorise the Bank to perform such actions by submitting an appropriate Order by phone.

24.8. Orders to transfer cash funds from the Cash Account and to buy/sell/transfer Financial Instruments, which the Bank has received after the Client's visit to the Bank, are valid for 10 (Ten) days from the date indicated in the Order. The transfer Orders mentioned in Clause 24.8 herein and received by the Bank via Remote Banking Systems and by fax, phone or e-mail (only scanned documents) are valid for 7 (Seven) days from the day the Bank has received these Orders unless Remote Banking Systems stipulate another time limit.

24.9. The Bank at its own discretion is entitled to aggregate Orders for Transactions with Financial Instruments with the transactions, in which the Bank uses its own assets, and/or with other Clients' Orders. In some cases the aggregation may result in changes in the conditions of the Transaction with Financial Instruments yet the Bank may not be held liable for such changes.

24.10. The validity term of an Order for transactions with Investment Accounts and Transactions with Financial Instruments is 10 (Ten) days. This validity term does not refer to Orders for opening Investment Accounts.

24.11. When executing an Order for Transactions with Financial Instruments the Bank acts according to the JSC "Rietumu Banka" Client Order Execution Policy for Operations on Financial Instruments Markets.

24.12. The Bank is entitled to execute an Order by buying and selling Financial Instruments to the Client from or into the Bank's own portfolio, thus acting as a transaction party.

24.13. The Bank is not liable for the non-execution or improper execution of an Order, where such non-execution or improper execution has been caused by market conditions or other objective circumstances.

24.14. If the Investment Assets are insufficient for the execution of an Order, the Bank is entitled to refrain from the execution of the Order or to execute it partially or else to debit the required cash funds from the Client's any account without prior coordination of its actions with the Client.

24.15. If the Client's cash funds are insufficient to execute an Order for a Transaction with Financial Instruments, the Bank is entitled but not required to execute the Order for a Transaction with Financial Instruments by providing an overdraft to the Client equal to the lacking amount. The Bank establishes the interest rate on such an overdraft unilaterally without further authorisation; however, it cannot exceed 0.1% (Point one percent) of the overdraft per day.

24.16. The Bank deducts the Remuneration for the execution of the Order to sell Financial Instruments from the proceeds received from the sale of the Client's Financial Instruments.

24.17. The Bank deducts the Remuneration for the custody of Financial Instruments in the Base Currency from the Client's Cash Account on a monthly basis.

24.18. The Bank retains any additional benefit received (or saved) as additional Remuneration when the Bank executes Transactions with Financial Instruments on more favourable terms than specified in the Order.

24.19. For any delays on the part of the Client to settle payments or other settlements related to Transactions with Financial Instruments under the Terms and Conditions the Client pays a Penalty of 0.2% (Point two percent) of the overdue amount for each delayed day to the Bank. The Penalty payment does not release the Client from his/her obligations under the Terms and the Conditions.

24.20. If the Client submits an Order to buy Financial Instruments or if the Client owes an amount to the Bank in currency other than the currency available on the Cash Account or the Current Account, the Bank is entitled to convert the Base Currency and/or the currency with the least balance on the Client's account to the currency required for the execution of the Order or for the Client's debt repayment without prior coordination, at the current currency exchange rate of the Bank. The Client covers all costs related to the conversion.

24.21. The Bank is entitled to close Investment Accounts in the following cases:

24.21.1. if the Client has submitted an Order for rejection of services of the Bank and closing of the Investments Accounts;

24.21.2. if the balance of the Investment Accounts has been zero or the overall balance of the Investment Accounts has amounted to less than 100 EUR (One hundred euro) or an equivalent in another currency, and no Transactions with Financial Instruments have been carried out on the Investment Accounts within a year. In these circumstances the Bank transfers the remaining balance to the Current Account;

24.21.3. if the Current Account is being closed on the initiative of the Bank by informing the Client 10 (Ten) days before the closing of the Investment Accounts;

24.21.4. in other cases stipulated by the Terms and Conditions and the norms of law of the Republic of Latvia.

25. Custody and Maintenance of Financial Instruments

25.1. The Bank performs the custody of the Client's Financial Instruments on the Bank's accounts with the Counterparties chosen by the Bank for such custody. With regard to Financial Instruments and cash funds kept on the Bank's accounts with the Counterparties the legal norms of the country of the registration of the respective Counterparty are applicable, which may differ from the legislative requirements of the Republic of Latvia as to the custody of Financial Instruments.

25.2. The Client assumes all risks of encumbrance, blocking or forced alienation related to the activity of the Counterparties or to non-fulfilment by the Counterparties of their obligations. If the Client has his/her own Financial Instruments accounts in the countries, in which the Client's Financial Instruments and/or cash funds are placed, the custody may be done on these accounts, in which case the Client undertakes to issue an authorisation to the Bank as to these accounts to enable the Bank to fulfil obligations under the Terms and Conditions.

25.3. The Client is entitled to request the Bank to open accounts for the custody of the Client's Financial Instruments and/or cash funds with any third party chosen by the Client. If the Bank agrees to open the respective account, the Client undertakes to reimburse the Bank for all costs related to the opening and maintenance of this account.

25.4. Due to certain specific conditions applied to the custody of Financial Instruments by third parties on some markets, it is possible that the Client may not be able to participate in corporate events of the issuers, whose Financial Instruments are held by the Client, including but not limited to meetings of shareholders and exercise other related rights. The Client confirms that the Bank cannot be required to provide and ensure the Client's ability to exercise the right to participate in the meetings of shareholders, to vote and to take part in other corporate events of the issuers, whose Financial Instruments are held by the Client. The Bank is entitled but not required to inform the Client about such events. The Bank undertakes not to use the Client's inability to exercise the Client's rights as an owner of Financial Instruments of any of the issuers to its own benefit; the Bank is not liable for consequences of the inaction of the Bank.

25.5. The Bank transfers the amounts due to the Client as a result of the sale of Financial Instruments or the receipt of income (coupons, dividends etc.) from Financial Instruments to the Cash Account no later than within 2 (Two) Working Days as of the moment the cash funds have become available to the Bank unless the Parties have agreed otherwise. If due to any reason the Bank does not receive from its Counterparties the income from the Client's Financial Instruments and calculated by the issuer or the proceeds from the sale of Financial Instruments, the Bank is not required to transfer the amounts mentioned herein to the Cash Account before such income has been made available to free disposition of the Bank. The Client assumes the risk of loss on the failure to receive income as a result of the action and/or inaction of the issuer and/or third parties.

25.6. When the Client submits an Order to transfer Investment Assets to other accounts of the Client or third parties, the Bank executes the part of the Order where cash funds are concerned no later than on the next Working Day from the receipt of the Order. The Bank executes the Order to transfer Financial Instruments, if the conditions governing the circulation of such Financial Instruments do not prohibit such transfers and, subject to the specific details of each Order, within the time limits agreed between the Client and the Bank. Otherwise the Bank transfers Financial Instruments within the time limits corresponding to the international market practice with regard to the transfer of such Financial Instruments.

25.7. The Bank services events related to Financial Instruments, including but not limited to the redemption of the debt Financial Instruments, the alteration of the nominal value of Financial Instruments, the aggregation or division of the issue of Financial Instruments in accordance with conditions established by the issuer or depository of the respective Financial Instrument in each specific case or according to the international market practices with regard to a particular event related to Financial Instruments. In certain circumstances the Bank has to receive the Client's instructions to perform any action related to events with Financial Instruments owned by the Client, in which case the Bank will not act until such instructions are received from the Client. Besides, the Bank is not liable for consequences of the inaction of the Bank, if the Client does not provide the instructions or the Bank does not succeed to contact the Client to obtain such instructions.

25.8. Acting under the Terms and Conditions the Bank is entitled to become a depositor of another holder of Financial Instruments and/or cash funds according to the agreement signed with this holder and hand the Client's Financial Instruments and/or cash funds over to the custody of this holder.

26. Transactions with Derivative Financial Instruments

26.1. This Section is applied, if the Client has expressed a wish to perform transactions related to derivative Financial Instruments such as: options, futures contracts, forward contracts and other derivative Financial Instruments by using services of the Bank.

26.2. When carrying out transactions with derivative Financial Instruments the Client undertakes to ensure the availability of the amount of the Initial Margin and the Remuneration on the Cash Account. The Bank defines the amount of the Initial Margin and the Maintenance Margin Requirement and makes it known to the Client before the acquisition of a derivative Financial Instrument.

26.3. The Bank is entitled to unilaterally alter the amount of the Initial Margin and the Maintenance Margin Requirement by notifying the Client thereof 1 (One) Working Day before the new conditions come into effect. If the amount of the Initial Margin and the Maintenance Margin Requirement changes due to corresponding changes on a particular Regulated Market, the Bank is not obligated to report it to the Client; the Client monitors changes on the Regulated Market individually.

26.4. The Bank reserves the right to refuse to perform transactions with derivative Financial Instruments for the Client without specifying a reason.

26.5. If due to the change of the market price of the derivative Financial Instrument contract the absolute value of the Client's current losses regarding the respective contract is equal to or exceeds the difference between the Initial Margin and the Maintenance Margin Requirement, the Margin Call situation emerges, as well as if the market price of the Investment Assets that serve as the Financial Collateral for a transaction with derivative Financial Instruments decreases below the level set by the Bank according to the Bank's loan-to-collateral ratio, the Client receives the Margin Call.

26.6. The Bank is entitled but not required to inform the Client about the Margin Call situation. The Client has to individually keep track of the market situation and to contact the Bank in case of a Margin Call to receive the Bank's instructions: either to deposit additional cash funds to meet the Initial Margin or to sell the Financial Instrument, thus closing the position of the derivative Financial Instrument.

26.7. If the Client fails to contact the Bank during the day that the Margin Call situation is registered or fails to fulfil the Bank's instructions by 12.00 CET (Twelve o'clock Central European Time) of the day following the day of the Margin Call, the Bank is entitled but not required to do the following without notifying the Client thereof:

26.7.1. to close the position of the derivative Financial Instrument without further notice and to use the proceeds first and foremost to cover its losses and the Penalty;

26.7.2. to bring the Initial Margin against the derivative Financial Instrument to the required level from the cash funds available in the Client's any accounts with the Bank.

26.8. If the absolute value of the current losses is equal to or exceeds 50% (Fifty percent) of the amount of the Initial Margin, the Bank is entitled to close the position at any time without notifying the Client.

26.9. The Client is liable for the repayment of any losses to the Bank, including accidental losses resulting from force majeure circumstances related to the Client's transactions with derivative Financial Instruments and assumes all related risks. No circumstances, including force majeure, cancels, can cancel or suspend these Client's obligations.

27. Transactions with Investment Gold

27.1. This Section applies to transactions with the investment gold, if the Client has expressed a wish to conduct such transactions by using services of the Bank.

27.2. Within the meaning of the Terms and Conditions the investment gold is equated to and is a Financial Instrument.

27.3. To conduct a transaction with the investment gold the Client submits an Order for a transaction with the investment gold to the Bank.

27.4. The Bank is entitled to refuse to accept an Order for execution, not to execute the Order or to execute the Order partially, if the circumstances that have occurred make the execution of the given Order impossible or difficult. The Bank executes an Order in its own name but on the Client's account and under the Client's instruction.

27.5. If the amount of the investment gold specified in an Order is not consistent with available denominations of gold bars, the Bank informs the Client thereof and the Client undertakes to amend the Order in a manner as to make it executable.

27.6. The Client understands, accepts and confirms the following:

27.6.1. due to the particularity of the investment gold the time period between the moment of the acceptance of the Order for execution and the moment of the delivery of the investment gold to the Bank vault and its corresponding reflection on the Financial Instruments Account may differ in every particular case. The Bank does not guarantee and is not liable for the observance of the dates the Client has indicated in the Order;

27.6.2. when executing the Order in full or partially and receiving the investment gold from the Counterparty, the investment gold is deposited into the Bank vault and reflected on the Financial Instruments Account. The Client's right to title over the investment gold purchased according to the Order occurs as of the moment when it is reflected on his/her Financial Instruments Account;

27.6.3. the Client's investment gold is stored at the Bank vault together with the investment gold of other Clients and segregated from the investment gold owned by the Bank;

27.6.4. when the Bank receives the investment gold from a Counterparty who mediates in the execution of the Order the Bank is not obligated to check the authenticity and quality of the investment gold, including but not limited to an examination or a hallmark check. The Bank is not liable for the quality, parameters and specifications of the investment gold. The Client agrees to all risks related to it and assumes them, and waives any claims or objections to the Bank in this matter;

27.6.5. the Client assumes all risks, expenditures and losses occurring in connection with the transportation of the investment gold when the Bank executes the Order;

27.6.6. the Bank pays the amount received from the sale of the investment gold according to the Order to the Client only when the Bank has actually received this amount from the Counterparty.

27.7. The Client is entitled to physically obtain the investment gold, which belongs to him/her, by giving the Bank a 3 (Three) Working Days prior written notice. The moment when the Client actually obtains the investment gold serves as a condition for the Bank to delete the entry on the Financial Instruments Account concerning the right to title over the investment gold.

27.8. The Client assumes all tax risks, which occur from transactions with the investment gold, and is fully liable for the payment of taxes in the country of the Client's tax residency. The

Client is obligated to compensate the tax expenditures of the Bank, which occur or may occur when executing the Order.

28. Margin Loans

28.1. This Section is applied, if the Client has expressed a wish to receive the Margin Loan with the Bank against the Financial Collateral of the Investment Assets.

28.2. Based on the Client's Order the Bank is entitled but is not required to provide the Margin Loan to the Client against the Financial Collateral of the Investment Assets.

28.3. The period, amount and interest rate applicable to the Margin Loan and other conditions of the Margin Loan are reflected in the Client's duly formulated and completed Order.

28.4. The Bank is entitled to unilaterally alter conditions of the Margin Loan by notifying the Client 1 (One) Working Day before the new conditions come into effect. The Bank at its own discretion may refuse to continue the provision of the Margin Loan to the Client and to demand the repayment at any time.

28.5. If the Bank discontinues the provision of the Margin Loan or alters its conditions so that the Client is required to fully or partially cover the amount of the Margin Loan, the Bank notifies the Client thereof at least 1 (One) Working Day before the new conditions come into effect. The Client has to cover the required amount of the Margin Loan and all interest payable no later than on the day of the expiry of the Margin Loan.

28.6. If the market value of the Investment Assets used as the Financial Collateral decreases and is insufficient to meet the level defined by the Bank in accordance with loan-to-collateral ratios established in the Bank, the Margin Call situation emerges.

28.7. The Bank is entitled but not required to inform the Client about the Margin Call situation. The Client has to individually keep track of the market price of the Financial Instruments used as the Financial Collateral for the Margin Loan and to contact the Bank in case of the Margin Call to receive the Bank's instructions:

28.7.1. to deposit additional cash funds in his/her Cash Account to meet the margin (or a part of the margin), i.e., the difference between the purchase price of the Financial Instruments (or the amount of the provided Margin Loan) used as the Financial Collateral for the Margin Loan and their real value;

28.7.2. to secure the Financial Collateral to buy additional Financial Instruments or to transfer them to the Financial Instruments Account. The Bank takes a decision about the measures to be taken to eliminate the Margin Call situation unilaterally without additional coordination with the Client. The Client has to fulfil the Bank's instruction by 12.00 CET (Twelve o'clock Central European time) of the day following the day of the Margin Call.

28.8. If the Client fails to contact the Bank during the day that the Margin Call situation is registered or fails to fulfil the Bank's instructions by 12.00 CET (Twelve o'clock Central European time) of the day following the day of the Margin Call, the Bank is entitled but not required to restore the balance between the Margin Loan and the Financial Collateral without further notice by deducting the required amount from the Cash Account and/or the Current Account, or to repay the Margin Loan by selling the Client's Financial Instruments used as the Financial Collateral for the Margin Loan.

28.9. If between the moment that the Margin Call situation is registered and 12.00 CET (Twelve o'clock Central European time) of the next day the market price of the Financial Instruments used as the Financial Collateral for the Margin Loan continues to fall, and the level of losses is equal to or exceeds 50% (Fifty percent) of the amount of the cash provided by the Client for the purchase of Financial Instruments under the Margin Loan or of the amount of the granted Margin Loan, the Bank is entitled but not required to sell the Client's Financial Instruments used as the Financial Collateral for the Margin Loan.

28.10. When calculating the Margin Call the Bank takes into account the accrued interest on the respective Margin Loan. At the repayment of the Margin Loan the available cash funds are used in the following order: to cover the Penalty, to cover interest and to repay the principal amount of the Margin Loan.

28.11. The Client has to pay the accrued interest on the Margin Loan at the request of the Bank unless the Parties have agreed otherwise but in any case at least 1 (Once) in each 6 (Six) months by direct debit from the Current Account and/or the Cash Account without authorisation.

28.12. The Client pays a Penalty of 0.1% (Point one percent) per day of the total amount payable in case of the Margin Call. The Penalty payment does not release the Client from the obligation to close the Margin Call situation. The Penalty is calculated from the day following the day when the Margin Call situation is registered and up to the moment when the Margin Call situation is fully eliminated.

28.13. If the Client submits an Order to the Bank for the provision of the Margin Loan by attracting credit funds from the Counterparty against the Financial Collateral of the Client's Financial Instruments, the Bank may return the Financial Instruments, which serve as the Financial Collateral, within 3 (Three) Working Days from the moment the Client has repaid the Margin Loan.

28.14. If the Client takes the Margin Loan without the indication of its repayment date and the Bank repledges Client's Financial Instruments, which serve as the Financial Collateral, according to Clause 6.7 herein, the Bank may return the pledged Financial Instruments to the Client within 3 (Three) Working Days from the moment of the repayment of the Margin Loan.

28.15. The Client is liable to repay the Margin Loan to the Bank and to cover any losses, including accidental losses resulting from force majeure circumstances related to the provision of the Margin Loan to the Client and assumes all related risks. No circumstances, including force majeure, cancels, can cancel or suspend these Client's obligations.

29. Provision of Services on Financial Markets by means of the Software

29.1. This Section applies to the Transactions with Financial Instruments entered into by the Client on his/her own account by means of the Software.

29.2. Within the meaning of this Section the term "Trading Venue" is also applicable to the Bank, if the Bank is a party to a transaction, which the Client has concluded by means of the Software.

29.3. The Bank and/or the Software Provider provide the Software to the Client on the basis of a non-exclusive, revocable, non-transferable and limited license for the use of the Software to perform Transactions with Financial Instruments on own account.

29.4. The Client is aware that the Bank and/or the Software Provider or their associates are the owners of the Software, the rights to the Software, its applications and content. These rights include the right to use the Software and any of its applications, and other intellectual property rights (whether registered or not).

29.5. The Client has to use security systems and procedures required to prevent the violation of the applicable law and unauthorised access and/or the use of the Software, including but not limited to intentional or unintentional introduction or admission of introduction of computer viruses, worms and other malicious codes and programs in the Software.

29.6. The Client is obligated not to take the following actions:

29.6.1. to sell, lease, transfer, create derived software from the Software, reproduce, redistribute or distribute the Software to a third party in any other way;

29.6.2. to copy, modify, transform, decompile the Software, including for the purpose of extracting the source codes;

29.6.3. to remove, obscure or change any copyright or other notices contained in the Software and/or the Trading Venue;

29.6.4. to access the information or applications in the Software or the Trading Venue that the Client is not authorised to use. If the Client receives such access, he/she has to notify the Bank immediately.

29.7. The Client is liable for all actions made through the Software. The Client transmits Orders through the Software at his/her own risk. All Orders made through the Software have to be precise, complete, consistent and duly formulated. The Bank is not required to and will not verify the accuracy of the Orders. Besides, the Client undertakes to ensure the availability of cash funds on the Cash Account required for the execution of Orders at the Trading Venue.

29.8. The Bank and/or the Software Provider are entitled to discontinue the provision of the Software to the Client or to block the Client's access to the Trading Venues at any time without prior notice and without specifying a reason for such discontinuance or access denial. The Bank and/or the Software Provider may not be held liable for any consequences of such discontinuance or access denial. No modification, suspension or discontinuance of the provision of the Software or the access denial to the Trading Venues invalidate or affect liabilities for the transactions the Client has entered into before such discontinuance of the provision of the Software or the access denial to the Trading Venues. The renewal of the provision of the Software and the Client's access to the Trading Venues for Transactions with Financial Instruments may be restored solely at the discretion of the Bank and/or Software Provider.

29.9. For transactions on the FOREX market the Maintenance Margin Requirement is 1:100 (One percent) unless the Parties have agreed otherwise. The Client accepts the risk that, if the above mentioned ratio falls below this level, the Trading Venue system automatically sells the assets purchased by the Client. The margin requirement may be altered at any time subject to changes in the conditions of transactions on the FOREX market, and the Client undertakes to ensure the availability of the amount of the cash funds on the Client's Cash Account sufficient to cover the established margin requirement within the time limits specified by the Bank.

29.10. When carrying out transactions on the FOREX market the Client is solely liable for the control of positions and has to ensure that the Orders regarding such positions are submitted in due time.

29.11. The Client undertakes to ensure the safekeeping of the Software and not to provide the Software to third parties. The Client is liable for and accepts as binding any actions of any persons (authorised or unauthorised users of the Software and persons who have illegally gained access to the Software) who have been given or have gained access to the Software as for the Client's own actions.

29.12. The Client undertakes to immediately inform the Bank by sending the relevant notice to the Bank, if the Client has lost the password and/or the key or any other part of the Software. In these circumstances the Bank is entitled but not required to block the Client's access to the Trading Venues until a new password and/or a key is issued to the Client. The Bank may not be held liable for any consequences arising from the loss of the password and/or the key or any other part of the Software by the Client.

29.13. At the request of the Bank the Client has to provide the Bank with any information and/or documents required for the provision and/or use of the Software.

29.14. When using the services of the Bank specified in Clause 29.3 herein the Client is entitled to receive the Software and to receive information about the technical parameters of the Software required for actions at the Trading Venues. The Bank and/or the Software Provider may at their own discretion provide the Client with materials, user manuals and instructions related to the use of the Software. This information is provided "as it is" and for informative purposes only, and the Bank and/or the Software Provider are not liable for its content. It is the Client's sole responsibility to provide all required equipment and the services needed to access and use the Software.

29.15. The Client is aware and agrees that an Order placement at the Trading Venue through the Software does not mean that the Order has been accepted for execution. The Order may not be executed due to specific features of transactions at the Trading Venues.

29.16. If a Counterparty through whose mediation an Order is executed renders the execution of the Order infeasible or limits its execution, the Bank is entitled to limit the number of the Client's open positions at a certain Trading Venue without further authorisation and without specifying a reason and/or to close the Client's any open position at any time.

29.17. All the Client's activities related to the Software and to Transactions with Financial Instruments at the Trading Venues have to be legal and consistent with norms of law governing the activity of the Client, the Bank, the Software Provider and the Trading Venues. The Client is prohibited to use the Software for publishing or transmitting inappropriate or illegal information or materials.

29.18. The Client guarantees to pay damages to the Bank and/or the Software Provider and protect them against various liabilities and claims, which may arise to the Bank and/or the Software Provider both directly and indirectly due to:

29.18.1. the Client's failure to fulfil his/her obligations under the Terms and Conditions, including the Client's obligations concerning any transaction, which the Client has concluded by means of the Software;

29.18.2. intellectual property infringements by the Client. The Client's obligation to indemnify and protect applies to all actions of any person (regardless of the person's authorisation) who has been given or has gained access to the Software.

29.19. In case of any claims by third parties or public authorities addressed to the Bank and/or the Software Provider regarding the Client's Transactions with Financial Instruments at the

Trading Venues, the Client undertakes to cover all costs and the Bank's Losses and/or the Software Provider related to such claims. The Bank is entitled to deduct all costs and the Bank's Losses, if any, without further authorisation from the Client's cash funds on the Client's any accounts with the Bank.

29.20. By providing the Software to the Client the Bank is not liable for any consequences of Transactions with Financial Instruments, including but not limited to the following: for settlements related to the performed Transactions with Financial Instruments; for the completeness and authenticity of the information the Client receives at the Trading Venues; for technical features of the execution of Transactions with Financial Instruments at the Trading Venues; for changes in the conditions of Transactions with Financial Instruments. Regardless of the above said the Bank is liable to perform obligations solely under the transactions, in which the Bank acts as a party.

29.21. The Bank is only liable for direct losses it has caused to the Client; the Bank does not compensate indirect losses, including lost profit and any losses resulting from the technological and/or technical features or errors related to the provision of the services specified in Clause 29.3 herein.

29.22. The Software Provider is not liable (to the Client or any third party), including but not limited to for any lost profit, data loss, indirect losses or any other damages caused by or related to the provision of the Software, the use and/or the inability to use the Software. The Software Provider is entitled to directly demand that the Client fulfils his/her obligations under this Section of the Terms and Conditions.

29.23. The Bank is not liable for any obligations of third parties to the Client that may emerge while the Client uses the services of the Bank specified in Clause 29.3 herein.

29.24. The Bank and the Software Provider disclaim any obligation to keep the Software free of errors or computer viruses or to maintain uninterrupted access. The Bank and/or the Software Provider are entitled to stop producing or updating the Software or to stop providing the quotes.

29.25. All information submitted to or collected by the Bank and/or the Software Provider through or in connection with the Software, as it is available to the Bank and/or the Software Provider through the Software, will be the property of the Bank and/or the Software Provider accordingly. The Bank or the Software Provider is entitled to use this information freely at its own discretion according to its business practices regardless of the confidentiality provisions stipulated by the Terms and Conditions. The Bank and the Software Provider are entitled to use this information if it is aggregated with other data or processed in a way that it cannot be attributed to or associated with the Client.

29.26. The Bank and the Software Provider, their authorised persons and representatives are entitled to monitor how the Client uses the Software and record telephone conversations with the Client concerning the Software. The Bank reserves the right to audit how the Client uses the Software on its initiative or at the Software Provider's request.

29.27. Given that by providing the services specified in Clause 29.3 herein to the Client the Bank does not conclude any transaction for the Client and/or does not perform any settlements, the Bank does not provide any statements, reports and/or other documents related to Transactions with Financial Instruments to the Client unless the Bank is a party to a relevant transaction entered by and between the Bank and the Client under the Terms and Conditions. If the Bank is a party to a transaction, the Bank at its own discretion will provide the Client with statements,

reports and/or documents related to the entered transaction. These documents are provided for informative purposes only and their content will be limited and partial comparing with the documents, which are available to the Client through the Software. When using the Software the Client has independent access to statements, reports and/or other documents related to his/her Transactions with Financial Instruments and the Client is liable for the storage of this information. The Bank is not liable for the accuracy and authenticity of the data included in these statements, reports and/or other documents, nor is the Bank liable for the safekeeping and/or recovery of the data related to Transactions with Financial Instruments after the Client's Investment Accounts with the Bank are closed and/or after the Client's access to the Trading Venues is blocked. No data about the Client's Transactions with Financial Instruments will be provided to the Client upon the expiry of 1 (One) year from the moment that the Client's Investment Accounts have been closed and/or the Client's access to the Trading Venues has been blocked.

29.28. Upon the termination of the Client's access to the Software or the provision of the Software, the Client is obligated to cease to use the Software and any software or documentation related to it. The Client is obligated to return all copies of the Software and the related documentation in the Client's disposition to the Bank and/or the Software Provider.

29.29. The Client is liable to cover the Bank's Losses, including accidental losses resulting from force majeure circumstances related to the provision of the services specified in Clause 29.3 herein and assumes all related risks. No circumstances, including force majeure, cancels, can cancel or suspend the Client's obligations under this Section of the Terms and Conditions.